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DELTA REPORT

10-K

MXCT - MAXCYTE, INC.

10-K - DECEMBER 31, 2022 COMPARED TO 10-K - DECEMBER 31, 2021

The following comparison report has been automatically generated

TOTAL DELTAS	5222
CHANGES	266
DELETIONS	2955
ADDITIONS	2001

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark one)

☐ **ANNUAL REPORT PURSUANT TO SECTION13 OR 15(d)OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021 2022

or

☐ **TRANSITION REPORT PURSUANT TO SECTION13 OR 15(d)OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from___ to___

Commission file number: 001-40674

MaxCyte, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**52-2210438**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

22 Firstfield Road 9713 Key West Avenue, Suite 110 400

Gaithersburg Rockville, Maryland 20878 20850

(Address of principal executive offices)

Registrant's telephone number, including area code: (301) 944-1700

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.01 per share	MXCT	The Nasdaq Stock Market LLC

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes☐ No☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes☐ No☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes☐ No☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐	Non-accelerated filer	☐
Smaller reporting company	☐ ☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

The aggregate market value of the registrant's voting and non-voting common equity stock held by non-affiliates as of June 30, 2021 June 30, 2022, the last business day of the registrant's most recently completed second fiscal quarter, based on the closing sale price of the registrant's common stock of £8.98, $4.73, as reported by the AIM, a market operated by the London Stock Exchange, on that date, or approximately $12.42 per share based on the last reported exchange rate for British pounds sterling of £1.00 = $1.3829 on June 30, 2021, was approximately $1.0 billion. The registrant's common shares began trading on the Nasdaq Global Select Market on July 30, 2021 as of that date, was approximately $408.8 million.

As of March 17, 2022 March 8, 2023, the registrant had 101,509,099 102,904,745 shares of common stock, $0.01 par value per share, issued and outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to the 2022 2023 annual meeting of stockholders, which the registrant intends to file with the Securities and Exchange Commission not later than 120 days after the registrant's fiscal year ended December 31, 2021 December 31, 2022, are incorporated by reference into Part III of this Annual Report on Form 10-K.

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Risk Factors Summary

Our business is subject to numerous risks that you should carefully consider. These risks are more fully described in the section titled "Risk Factors" included in this Annual Report on Form 10-K. A summary of these risks that could materially and adversely affect our business, financial condition, operating results and prospects include the following:

- We are a cell engineering and life sciences company and have incurred significant losses since our inception, and we expect to incur losses for the foreseeable future. We have limited product offerings approved for commercial sale and may never achieve or maintain profitability.
- We are highly dependent on a limited number of product offerings. Our revenue has been primarily generated from the sale and licensing of our ATx, STx and GTx instruments, as well as sales of single-use disposable PAs, processing assemblies ("PAs"), which require a substantial sales cycle and are prone to quarterly fluctuations in revenue. revenue, as well as revenues earned based upon customer clinical development progress events which are outside of our control and highly variable from period to period.
- Our business is dependent on adoption of our products by biopharmaceutical companies and academic institutions for their research and development activities focused on cell-based therapeutics. If biopharmaceutical companies and academic institutions are unwilling to change current practices to adopt our products, it will negatively affect our business, financial condition, prospects and results of operations.
- We may be unable to compete successfully against our existing or future competitors.
- If we cannot maintain and expand current partnerships and enter into new partnerships, that generate marketed licensed products, our business could be adversely affected.
- The failure of our partners to meet their contractual obligations to us could adversely affect our business.
- Our partners may not achieve projected development and regulatory milestones and other anticipated key events in the expected timelines or at all, or may discontinue some or all of their programs, which could have an adverse impact on our business and could cause negatively impact the price value of our common stock to decline. company.
- In recent periods, we have depended on a limited number of partners for our revenue, the loss of any of which could have an adverse impact on our business.
- We may engage in future acquisitions that could disrupt our business, cause dilution to our stockholders and harm our financial condition and operating results.
- We depend on continued supply of high quality components and raw materials for our ExPERT ExPERT™ instruments and PAs from third-party suppliers, and if shortages of these components or raw materials arise, we may not be able to secure enough components to build new products to meet customer demand or we may be forced to pay higher prices for these components.

- We have limited experience manufacturing our PAs and if we move manufacturing of our PAs in-house in the future and are may be unable to manufacture our PAs in high-quality commercial quantities successfully and consistently to meet demand, which could limit our growth will be limited. growth.
- Our results of operations will be harmed if we are unable to accurately forecast customer demand for our products and manage our inventory.
- If we are unable to successfully develop new products, adapt to rapid and significant technological change, respond to introductions of new products by competitors, make strategic and operational decisions to prioritize

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certain markets, technology offerings or partnerships, and develop and capitalize on markets, technologies or partnerships, our business could suffer.

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- New product development involves a lengthy and complex process and we may be unable to develop or commercialize products on a timely basis, or at all.
- Our systems are complex in design and may contain defects that are not detected until deployed by our customers, which could harm our reputation, increase our costs and reduce our sales. If our products do not perform as expected or the reliability of the technology on which our products are based is questioned, our operating results, reputation and business will suffer.
- Failure or perceived failure to comply with existing or future laws, regulations, contracts, self-regulatory schemes, standards, and other obligations related to data privacy and security (including security incidents) could harm our business. Compliance or the actual or perceived failure to comply with such obligations could increase the costs of our products, limit their use or adoption, and otherwise negatively affect our operating results and business.
- Our FDA Master File, and equivalent Technical Files in foreign jurisdictions, are an important part of our strategic offering which allows our partners to expedite their cellular therapies into and through the clinic. Delays in filing or obtaining (as applicable in a given jurisdiction), or our inability to obtain or retain, acceptance of such filings in individual countries could negatively impact the progress of our partners if they intend to run clinical trials in such countries, and as a result, could negatively affect our reputation and revenues or require disclosure of confidential information to our partners. Further, changes that we are required to make from time to time, or changes to regulations or negative data or adverse events for our partners, could impact references to our FDA Master File and Technical Files by our partners.
- We may need additional funding and may be unable to raise capital when needed, which would force us to delay, reduce, eliminate or abandon our commercialization efforts or product development programs.
- Our partners may not achieve projected development and regulatory milestones and other anticipated key events in the expected timelines or at all, or may discontinue some or all of their programs, which could have an adverse impact on our business and could cause the price of our common stock to decline.
- Our common stock is traded on two separate stock markets and investors seeking to take advantage of price differences between such markets may create unexpected volatility in our share price; in addition, investors may not be able to easily move shares for trading between such markets.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements about us and our industry involve substantial risks, uncertainties, and assumptions, including those described in "Risk Factors" and elsewhere in this report. All statements other than statements of historical facts contained in this report, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "will" or "would" or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our expected future growth and the success of our business model;
- the potential payments we may receive pursuant to our Strategic Platform Licenses ("SPLs");
- the size and growth potential of the markets for our products, and our ability to serve those markets, increase our market share and achieve and maintain industry leadership;
- the rate and degree of market acceptance of our products within the cell engineering market;
- the expected future growth of our manufacturing capabilities and sales, support and marketing capabilities;
- our ability to expand our customer base and enter into additional SPL partnerships;
- our ability to accurately forecast and manufacture appropriate quantities of our products to meet clinical or commercial demand;
- our expectations regarding development of the cell therapy market, including projected growth in adoption of non-viral delivery approaches and gene editing manipulation technologies;
- Our expected future growth and the success of our business model;
- The potential payments we may receive pursuant expectation that partners will have access to our Strategic Platform Licenses, which we refer to as SPLs;
- The size and growth potential of the capital markets for our products, and our ability to serve those markets, increase our market share and achieve and maintain industry leadership;
- The rate and degree of market acceptance of our products within the cell engineering market;
- The expected future growth of our manufacturing capabilities and sales, support and marketing capabilities;
- Our ability to expand our customer base and enter into additional SPLs;
- Our ability to accurately forecast and manufacture appropriate quantities of our products to meet commercial demand;
- Our expectations regarding development of the cell therapy market, including projected growth in adoption of non-viral delivery approaches and gene editing manipulation technologies;
- Our ability to maintain our FDA Master File and Technical Files;
- Our research and development for any future products, including our intention to introduce new instruments and processing assemblies and move into new applications;
- The development, regulatory approval and commercialization of competing products and our ability to compete with the companies that develop and sell such products;
- Our ability to retain and hire senior management and key personnel;

- Regulatory developments in the United States and foreign countries;
- Our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act;
- Our ability to develop and maintain our corporate infrastructure, including our internal controls; commercialize their cell therapy programs;
- Our financial performance and capital requirements;
- Our expectations regarding our ability to obtain and maintain intellectual property protection for our products, as well as our ability to operate our business without infringing the intellectual property rights of others; and

- our ability to maintain our FDA Master File and Master Files and Technical Files in other countries and expand Master and Technical Files into additional countries;
- our research and development for any future products, including our intention to introduce new instruments and processing assemblies and move into new applications;
- the development, regulatory approval, and commercialization of competing products and our ability to compete with the companies that develop and sell such products;
- our ability to retain and hire senior management and key personnel;
- regulatory developments in the United States and foreign countries;
- our expectations regarding the period during which we qualify as an emerging growth company under the JOBS Act (as defined below);
- our ability to develop and maintain our corporate infrastructure, including our internal controls;

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- Our use of available capital resources.

- our financial performance and capital requirements;
- our expectations regarding our ability to obtain and maintain intellectual property protection for our products, as well as our ability to operate our business without infringing the intellectual property rights of others; and
- our use of available capital resources.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this Annual Report. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this report. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Annual Report on Form 10-K. And while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report to reflect events or circumstances after the date of this Annual Report or to reflect new information or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

You should read this Annual Report on Form 10-K and the documents that we file from time to time with the Securities and Exchange Commission or SEC, (the "SEC") with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

In this Annual Report on Form 10-K, unless the context requires otherwise, all references to "we," "our," "us," "MaxCyte" and the "Company" refer to MaxCyte, Inc.

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PART I

Item 1. Business

Overview

We are a leading commercial cell engineering company focused on providing enabling platform technologies to advance the discovery, development and commercialization of next-generation cell therapeutics and to support innovative cell-based research and development as well as next-generation cell therapeutic discovery, development and commercialization. development. Over the past twenty years, more than two decades, we have developed and commercialized our proprietary Flow Electroporation® platform, which facilitates complex engineering of a wide variety of cells.

Electroporation is a method of transfection, or the process of deliberately introducing molecules into cells, that involves applying an electric field in order to temporarily increase the permeability of the cell membrane. This precisely controlled increase in permeability allows the intracellular delivery of molecules, such as genetic material and proteins, that would not normally be able to cross the cell membrane as easily.

With increased knowledge of cell complexity and systems biology in the scientific community, researchers have sought to leverage or repurpose cell functions and/or machinery for research or therapeutic purposes. The ability to engineer living cells by introducing foreign molecules, such as gene editing systems and transgenes, has led to a revolution in biological research and resulted in numerous biological discoveries. Living human cells can also be engineered *ex vivo*, or outside the body, where they are repaired or reprogrammed to fight disease. In this case, the engineered cell itself is the drug.

Cell therapy has emerged as one of the fastest growing and most promising treatment modalities to address a host of human diseases. Overthepastfewyears,the The recent success of multiple U.S. Food and Drug Administration or (the "FDA, FDA") approved cell therapies providing long-lasting amelioration of symptoms or presence of disease has catalyzed tremendous investment—leading to exponential growth in cell-based therapies being evaluated for therapeutic applications. The Alliance for Regenerative Medicine or ARM, ("ARM"), an international advocacy organization, estimated in August 2021 estimates that the regenerative medicine sector, which consists of gene, cell, and tissue-based therapeutic developers raised an aggregate of $14.1 billion $12.6 billion in the first half 2022 and that, as of 2021, which represents the strongest first half on record and is on pace to exceed the $19.9 billion raised in 2020. As of August 2021, ARM estimates that January 2023, there were more than 2,600 ongoing 2,220 active clinical trials focused on regenerative and advanced medicine, which includes gene therapy, cell-based immuno-oncology, cell therapy and tissue engineering, including 1,320 industry-sponsored trials by 1,200

companies and 965 unique therapies in development, and forecasts that this number will grow to 3,100 by 2026 with 355 programs expected to be in Phase 3 development. engineering.

Our ExPERT platform, which is based on our proprietary Flow Electroporation technology, has been designed to address this rapidly expanding cell therapy market and can be utilized across the continuum of the high-growth cell therapy sector, from discovery and development through commercialization of next-generation, cell-based medicines. The ExPERT family of products includes three four instruments, which we call the ATx, STx ATx™, STx™, GTx™ and GTx, respectively, VLx™, as well as a portfolio of proprietary related disposables and consumables (as well as consumables. We launched the VLx ExPERT VLx™ instrument for very large-scale cell engineering made available for sale in December 2021). These September 2022. Our disposables and consumables include processing assemblies, or PAs designed for use with our instruments, as well as accessories supporting PAs such as electroporation buffer solution and software protocols. We have garnered meaningful expertise in cell engineering via our internal research and development efforts as well as our customer-focused commercial approach, which includes a growing application scientist team. The platform is also supported by a robust intellectual property portfolio with more than 130 150 granted U.S. and foreign patents and more than 60 95 pending patent applications worldwide.

From leading commercial cell therapy drug developers and top biopharmaceutical companies to top academic and government research institutions, including the U.S. National Institutes of Health or NIH, ("NIH"), our customers have extensively validated our technology. We believe the features and performance of our platform have led to sustained customer engagement. Our existing customer base ranges from large biopharmaceutical companies, including all of the top 10, and

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20 of the top 25, pharmaceutical companies based on 2021 global revenue, to hundreds of biotechnology companies and academic centers focused on translational research.

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Our Competitive Strengths

We believe our industry leadership position and continued growth will be driven by the following competitive strengths:

- ***Our proprietary Proprietary technology platform that unlocks the significant potential of advanced cell-based therapeutics***. We have built our ExPERT platform to advance the growing demands for non-viral delivery and next-generation cell and gene engineering approaches. Our ExPERT platform technology enables delivery of almost any molecule into almost any cell type. We believe our ExPERT platform leads the industry in performance, (measured as measured by consistency, efficiency, viability, flexibility and scale). scale. Our ExPERT platform is further supported by a robust intellectual property portfolio.

- ***Comprehensive, high-performance transfection platform***. We believe our ExPERT platform offers a unique value proposition given the flexibility to scale up from research to cGMP current good manufacturing practices ("cGMP") manufacturing on a single platform—enabling the engineering of cells ranging from tens of thousands of cells to more than tens of billions of cells in a single transfection run in taking 30 minutes or less. Our long-term internal engineering expertise is supplemented by our customer focused approach—with a growing application scientist team working with our customers across increasingly diverse applications.

- ***Positioned Recognition as a leader in the large and growing next-generation cell therapy market with the ability to capitalize on rising demand for non-viral approaches.*** We believe we are well positioned to capture increased increase our market share within the large and growing next-generation cell therapy market. Since the FDA approved the first engineered CAR-T cell therapies to treat blood-based cancers in 2017, the number of cell therapy candidates being evaluated pre-clinically and clinically has grown exponentially. We expect growth to continue given the remaining high unmet medical need in cancer and other chronic conditions and predict increased investments in cell therapy product development across a variety of human diseases. We expect to grow our market share given the high performance of our platform and the ongoing adoption of non-viral delivery as the industry has trended towards developing advanced cell-based therapies with complex engineering strategies to improve efficacy, reduce time to patient treatment and expand into new indications.

- ***Innovative partnership business model focused on value creation and shared success***. Our SPLs SPL partnerships allow us to participate in the value creation of our customers' programs via pre-commercial precommercial milestones and in nearly all cases commercial sales-based payments. We intend to continue to build a portfolio of strategic partnerships with cell therapy developers, which provide us with a growing, diversified source of annual licenses and potential downstream revenue.

  In addition to the high performance and flexibility of the ExPERT platform, we believe our partnership model further reduces clinical risk and development timelines for our cell therapy partners. By entering into an SPL partnerships with us, for example, our partners gain access to our FDA Master File to support their IND-enabling studies and potentially shorten clinical development. Our FDA Master File, which is a submission to the FDA with confidential detailed information about our products, methods, processes and data, was originally established in 2002 and has been continuously updated as platform improvements are implemented to support different applications and cell types. The FDA Master File and equivalent Technical Files in other countries can be referenced by our partners to support their own regulatory submissions with the goal of accelerating regulatory submissions processes for our partners. To date, our FDA Master File and Technical Files have been referenced by our customers in over 40 clinical trials.

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- ***Recurring revenue model provides high visibility, with drivers of potential long-term upside.*** Our business model enables us to generate substantial revenue from five sources: sales of instruments, disposables and consumables to new customers; additional sales of instruments, disposables and consumables to our existing installed base; annual instrument license fees from cell therapy customers; potential pre-commercial precommercial milestones under SPLs; SPL partnerships; and potential commercial sales-based payments under SPLs. SPL partnerships. We generate high recurring revenue from our ExPERTinstrumentation licenses, as well as disposables and consumables (or buffer) sales, which provides high visibility into future near-term revenue. Over the last three years, annual renewals of instrument licenses were greater than 80% on average—and for our SPLs were near 100%. In addition to recurring revenue, we have the potential to receive meaningful pre-commercial precommercial and commercial payments under SPLs if SPL partnerships as our customers are successful achieve success in advancing programs through the clinic and into the commercial stage. In aggregate, given our SPLs entered into to-date, we have the potential to receive over $1.25 1.55 billion in pre-commercial precommercial milestone payments, under our current SPLs, if all of the programs were to receive be granted regulatory approvals.

- ***Founder-led leadership Leadership team and workforce with deep domain knowledge.*** Our management team combines strong and broad subject matter expertise with a demonstrated history of commercial and operational execution. Moreover, our workforce has deep domain knowledge across a range of scientific, engineering, regulatory and business disciplines. We have supplemented our diverse technical experience by assembling a deep operational team with expertise in manufacturing, legal, sales, marketing, customer service and finance. We believe the team we have assembled with talent from multiple disciplines and a science- and customer-focused culture represents a significant competitive advantage for us. As of December 31, 2021, 2022, of our 84 125 full-time employees, 54 68 have advanced degrees including 22 25 with Ph.D. degrees.

Our Technology Platform

The foundation of our technology is our proprietary and patented Flow Electroporation platform, which we have developed and optimized for more than 20 years. Electroporation, or electro-permeabilization, leverages the fundamental properties of cell membranes, the ability to create reversible permeability in the presence of an electric charge, as a universal method to introduce foreign molecules, or transfect, eukaryotic cells, which are cells with a cell membrane and neucleus. nucleus. Electroporation can be applied to almost any eukaryotic cell type to deliver a broad range of molecules, including DNA, mRNA, human messenger RNA ("mRNA"), siRNA and proteins. Our proprietary Flow Electroporation platform is fully scalable and can support small-scale research and development through large-scale cell engineering for development of commercial therapeutics.

Our technology platform is marketed under the ExPERT brand. brand, the elements of which are depicted in the graphic above. The value of our ExPERT brand starts with Efficiency—with high delivery **Efficiency**, users can achieve **Potency**, with high Potency, users improve their chances of therapeutic **Efficacy**, and if this can be repeated, **Reproducibly** from patient to patient, users have a successful **Therapy**. By delivering high efficiency at any scale, the ExPERT platform is designed to improve our customer's ability to achieve the required therapeutic index, enabling accelerated, cost-efficient translation of complex cellular therapies from research to the clinic.

Our ExPERT platform consists of three four instruments, the ATx, STx, GTx and GTx, VLx, which use a broad range of PAs, or disposables, of different volumes to enable scalable electroporation from tens of thousands to billions of cells to

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facilitate the translation of complex cellular therapies from concept to the clinic, in support of the intended therapeutic

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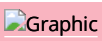
commercialization. Our family of instruments and disposables have been designed to support scale-up for cell therapy development, as shown in the picture below.




Disposables (referred to as processing assemblies) facilitate scale up on same GMP platform

Overview of our ExPERT Platform

Our Flow Electroporation Technology was designed to meet the stringent demands of clinical use—namely, the ability to safely and reproducibly modify a broad range of primary human cells with high efficiency, low cytotoxicity, and at the scale required to enable the treatment of patients across a diverse range of diseases.

We believe the current ExPERT instrument family represents the next generation of our clinically validated, electroporation technology for complex and scalable cellular engineering. By delivering high transfection efficiency with enhanced functionality and ease of use, the ExPERT platform delivers the high-end performance that we believe is essential to enabling the next wave of biological and cellular therapeutics. The combination of the ExPERT instruments, associated disposables and universal electroporation buffer provides researchers, production scientists, and cGMP facilities with a solution to transfect cells with high efficiency, viability and consistency, which are the three attributes that are consistently ranked by our customers as the top requirements when choosing a cellular or gene engineering platform for clinical use. We believe our ExPERT platform is seen as a critical enabling technology by many of the leading cell therapy companies, helping them to achieve their program goals and milestones expeditiously. Our instruments are sold or licensed for research or clinical use, while the associated disposables and electroporation buffer are sold to support pre-clinical research and development work and are compatible for integration into cGMP manufacturing environments.

We believe that the following four components of our platform have allowed us to successfully address the increasing complexity of cellular engineering approaches in the industry:

- Instrument instrument design;
- Electroporation electroporation and cell handling protocols;
- PAs (disposables); and
- Universal universal electroporation buffer formulation (consumables).

In addition, we have implemented a global scientific and regulatory support strategy for our customers that is designed to accelerate clinical development and streamline the regulatory submission process, thereby potentially saving time and reducing cost and development risk.

We believe our ExPERT platform offers a compelling value proposition to our academic and biopharmaceutical customers due to: (i) the ability to use our technology to deliver almost any molecule into almost any cell type, including hard-to-transfect human primary cells, while maintaining high cell viability and function; (ii) the capacity to introduce larger and more diverse and molecules, as well as multiple payloads, compared to which exceeds the capabilities of other intracellular delivery technologies, such as viral vectors; and (iii) the flexibility to scale up from research to current good manufacturing practices, or cGMP, manufacturing on a single platform—enabling the engineering of cells ranging from tens of thousands of cells to tens of billions of cells in a single transfection run in 30 minutes or less.

We believe our ExPERT intracellular delivery platform provides value across numerous applications in the life sciences market, including research, discovery, development, and manufacturing of next-generation, cell-based

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therapeutics, as well as in biomanufacturing, such as transient protein production for drug discovery and manufacturing of other proteins, including biological therapeutics, viral vectors and vaccines, and small molecule drug discovery.

Our ExPERT technology platform is being used in the clinic to support the development of next-generation cell therapy approaches to treat human disease. Following the successful clinical development leading to FDA approvals of CAR-T cell therapies in blood-based cancers, developers have focused on improving efficacy, lowering the cost of manufacturing and/or expanding engineered cell therapies into new indications, such as solid tumors. tumors, as well as autoimmune and neurogenerative diseases. To address these goals, the *ex vivo* cell therapy industry has trended towards developing more complex therapies that require sophisticated engineering and gene manipulation as well as the use of different starting cell types.

In addition, we are committed to continued research and development investments in technology and scientific innovation to maintain our market leadership position.

Our Industry Background

As the cell therapy market continues to evolve, more complex approaches are being deployed to improve efficacy, reduce time to patient treat patients and expand the application of cell therapy to additional indications. The use of viral vectors carries several challenges, however, especially given the increase in complexity of these "next-generation" ex vivo cell therapy approaches, such as:

- **Viral payload limitations.** Many methods of gene manipulation require insertion of relatively large molecules, including proteins such as CAS9 RNP for CRISPR or plasmids. Viral vectors, particularly AAV, Adeno-Associated Virus ("AAV"), have fundamental payload capacity limitations, curtailing their utility for complex engineering systems. Additionally, the industry has continued to shift to using complexed complex molecules including combination of proteins and mRNA which cannot be delivered by viral means.
- **Concerns around toxicity.** Given viruses used in gene therapy by default infect human cells, there continue to be questions around the safety profile associated with viruses. In particular, there are concerns over the potential for random integration of lentivirus and the widespread presence of neutralizing antibodies against many AAV serotypes used in gene therapies.
- **Costs and time to market.** Concerns exist regarding viral vector manufacturing capacity and the cost associated with viral development and manufacturing. Additional bottlenecks arise from demand for viral approaches, which has led to subsequent demand for cGMP plasmids. The ongoing COVID-19 pandemic has further exacerbated demand, particularly for adenovirus, Furthermore, vein-to-vein manufacturing times remain high and suspension cells, which efficiencies are difficult needed to engineer at high volume. Concurrently, regulatory scrutiny and product characterization requirements are increasing as more gene and deliver cell therapy products reach the clinic, as noted by the FDA's revised guidelines for viral vector analytics in early 2020. therapeutic medicines to patients faster.

Novel intracellular delivery approaches are needed to support the increased complexity of the burgeoning cell therapy pipeline. Characteristics include reducing immunogenicity risk of viral vectors, the need to drive high efficiency of multi-molecule delivery while maintaining high cell viability and potency, reducing the risk of potential genotoxicity of multiplex editing (potential for translocations), the need to deliver a large number of molecules at scale, the ability to deliver to a large number of cell types in a time efficient matter, and the need to manufacture in a cGMP environment—all at a manageable cost.

The challenges of viral delivery methods and increased complexity of next-generation cell therapies has driven increased adoption of non-viral delivery technologies, such as electroporation. We believe our ExPERT technology is well positioned as a non-viral delivery platform in the cell therapy market. Originally developed in 1999 for the cell therapy market, we have systematically designed and improved the platform to deliver any molecule, into any cell at any scale, with high efficiency and under cGMP conditions. Our ExPERT platform is now the delivery backbone for a number of next-generation cell therapy programs that are in the clinic.

Our Agreements with Customers

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Our Agreements with Customers

We have a diverse portfolio of clinical partners and licensees that mirror the overall next-generation engineered ex vivo cell therapies. While difficult to predict given uncertainty around regulatory approvals and clinical risk, according to Evaluate Pharma, a provider of commercial intelligence and predictive analytics to the pharmaceutical industry, the first next-generation ex vivo cell therapies using non-viral approaches could be approved in the United States as early as 2023.

Our platform's ability to engineer a diversity of cell types (including CAR-T, chimeric antigen receptor Natural Killer cells or ("CAR-NK/NK, NK"), T cell receptor or TCR, ("TCR") and stem cells) and cell sources (autologous and allogeneic) enhances our opportunity by potentially providing for SPL partnership revenues regardless of which approaches advance in the coming years. Additionally, our instruments and platform are well validated, having have been used in over 40 clinical trials to date and having been involved in the development of for drugs being developed to treat a variety of indications, spanning from hematological malignancies to solid tumors to

inherited genetic disorders. We believe that the increasing number of publications highlighting the performance of our platform compared to other electroporation, transfection and transduction approaches will continue to drive acceptance of our products in the cellular engineering market segments.

In addition to sales of our instruments, as part of our business model we enter into the following types of instrument license agreements with our customers:

Research Licenses

Research licenses are agreements we have entered into with customers (which could be academic institutions or commercial entities), which provide access to the use of our instruments for pre-clinical preclinical research-only purposes, without the rights or ability to produce material for use in the clinic. Research licenses provide the customer with the ability to use the platform for research in exchange for a non-refundable, annual lease payment of typically $150,000 per instrument per year, or in certain circumstances under a sale of an instrument to a cell therapy user. We have entered into many research licenses to-date, either as (i) stand-alone research license agreements, (ii) research and clinical license agreements that do not have associated commercial rights or (iii) under an SPL partnership, which allows a customer to use the instrument for clinical development and potential commercial sale of a therapeutic product. Research licenses under a stand-alone research license agreement (as well as instruments purchased for research use) could represent opportunities for future SPLs. SPL partnerships.

Clinical Licenses

Clinical licenses are agreements with academic institutions or commercial entities that provide access to the use of our instruments in for the clinical evaluation and development of a therapeutic product intended for human use. In a clinical license, we retain title to the instrument and provide the customer with the ability to reference our FDA Master File (and international equivalents), use the platform for production of clinical material for human clinical use, as well as access to our application scientist team, all in exchange for an annual lease payment that typically approximates $250,000 per instrument per year for commercial customers. Academic clinical licenses can represent opportunities for future SPLs SPL partnerships to the extent that commercial entities seek and obtain rights to such programs from the academic institution.

Strategic Platform Licenses (SPLs)

Given our value proposition in non-viral delivery, we have established strategic relationships in the form of SPLs SPL partnerships with a growing number of leading cell therapy developers as they work to bring next-generation cell therapies into and through the clinic and advance those candidates to potential commercialization.

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Under these SPLs SPL partnerships and other license agreements with our customers, we retain title to the licensed instrument and associated intellectual property, and in exchange for an annual license fee per instrument, we provide our customers with non-exclusive access, for a defined field of use to our:

- cGMP-compatible platform, which enables early-optimization and scale-up from pre-clinical research into clinical development using our intellectual property portfolio;
- FDA Master File and Technical Files, which may accelerate and streamline developmentand reduce regulatory risk in the creation and development of our partners' therapeutic drug candidates;
- Experienced commercial experienced team of sales personnel and application scientists who work directly with our customers to solve cell engineering problems; and
- Continuous continuous know-how and cell engineering processimprovements.

In return, these SPLs SPL partnerships provide us with the ability to secure receive downstream program-related pre-commercial milestones precommercial milestone payments and, in most cases, commercial sales-based payments. In addition, from our SPL partnership customers, we receive both annual research and clinical license fees as well as payments from sales of our proprietary disposables as recurring revenue streams. Given growth in the cell therapy pipeline and increased investment in the space, we estimate that the number of potential

SPLs SPL partnerships for us will continue to grow significantly, based on our estimates of growth in the cell therapy pipeline, growth in the number of therapeutic delivery entrants into the market and ongoing shift in the industry to non-viral delivery.

Our customer relationships may evolve to an SPL partnership after the customer's drug candidate optimization and verification process nears completion and the clinical process development stage begins. Specifically, if a customer wishes to use our products in the clinical phase of process development, they will need to enter into an SPL partnership, as a customer must obtain clinical rights to perform clinical process development, including for engineering runs. Customer discussion for an SPL partnership can take place any time during our engagement.

Our SPL customers typically pay an annual license fee per instrument per year for a research license (for pre-clinical preclinical use) or per instrument per year for a clinical license (for clinical or commercial use) or in certain circumstances may purchase an instrument for research use. Partners also purchase associated single-use disposables and consumables as needed. Our SPL partners also commit to pay pre-commercial precommercial milestone payments for each therapeutic licensed under the agreement and produced using our platform, as they achieve key pre-commercial precommercial clinical development events (including, for example, IND filing, dosing of an agreed number of patients in a Phase 1 clinical trial, initiating a pivotal clinical trial, and BLA Biologics License applications ("BLA") approvals in specified regions). Almost all of our SPLs SPL partnerships also include a commitment to pay us post-approval sales-based payments for commercialized therapeutics.

We view our ability to sign SPLs SPL partnerships as a key measure of our success in partnering with leading therapeutic developers in the clinic, and which then supports the high performance of our platform.

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The following graphic is an example of typical single-product revenues from a representative SPL: SPL partnership:

Graphic

Our SPLs SPL partnerships and research and clinical licenses may be terminated at the option of our customers at any time. Annual instrument lease fees are non-refundable and customers may not use our instruments or process assemblies after terminating their agreement with us. We retain title to the leased instrument in each of our licenses. Upon contract termination, our customers would be responsible for any further clinical studies or data development that regulators may require to allow a change in their cell engineering methodology. To We have entered into 19 SPL partnerships with commercial cell therapy developers and, to date, none of our SPL partnership licensees has ever terminated their contract with us.

We have entered into 16 SPLs with commercial cell therapy developers since January 1, 2017, all of which remain active as of the date of this report.

Of the over 95 125 potential program programs allowed under our current SPLs, more than 15% SPL partnerships, 16 are active in the clinic, meaning they have at least an FDA-cleared investigational new drug application or IND. ("IND"). An IND is a request for authorization

from the FDA to administer an investigational new drug to humans. a therapeutic being investigated in humans in a clinical research setting. An IND must become effective before human clinical trials may begin. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises safety concerns or questions about the proposed clinical trial. Clinical trials then involve the administration of the investigational product to human subjects under the supervision of qualified investigators and are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated.

Our 16 SPLs 19 SPL partnerships have the potential to generate over $1.25 billion $1.55 billion in pre-commercial precommercial milestone payments if all of the licensed programs were to achieve regulatory approvals. In addition, under the SPLs, SPL partnerships, we typically have the potential to receive significant, sales-based commercial payments for approved products. However, clinical development involves a lengthy and expensive process with uncertain outcomes, including the results of pre-clinical research, as well as clinical trials demonstrating product

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safety and efficacy, and therefore our customers may not begin or complete clinical development, or may never receive FDA or other regulatory approval for all or any product candidates covered by their SPL partnership agreements with us, in which case we will not receive the full potential pre-commercial precommercial milestone payments or the sales-based commercial payments or royalties contemplated by our SPL agreements.

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Our Products

ExPERT Instruments

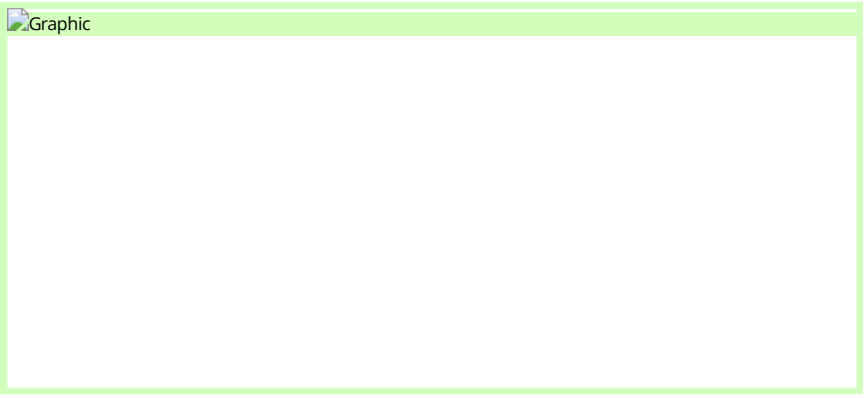
The ExPERT instrument family was designed to provide a single unifying technology that can be used from concept to clinic, with both the research and clinical versions of the instrument incorporating the same underlying technology and protocols. Our customers have a choice of three different instrument versions that are standardized on the same technology to deliver the same equivalent high performance—the ATx, STx and GTx, (as as well as a portfolio of proprietary related disposables and consumables. In September 2022, we introduced a fourth instrument, the ExPERT VLx, instrument for very large-scale cell engineering which became available for sale in December 2021). engineering. Customers can start with the lower to medium scale research instrument (ATx) and then scale up to the clinical version (GTx), without the need for re-optimization and or re-validation. The STx provides the same scale as the GTx but is used for drug discovery applications, such as preclinical monoclonal antibody production, and not for human therapeutic use, and use. The STx is not covered by our FDA Master File or our Technical Files.

We believe these systems will also be supportive of the commercial marketing of our partners' therapeutic products which we enable. By allowing our customers to perform their research and process optimization on a research platform and seamlessly scale to a clinically validated, cGMP environment and 21 CFR Part 11 compatible clinical platforms, significant time and cost savings can be realized.

All of our instruments have been designed to provide customers with the key features required for a scalable high-performance transfection solution. Each of our ExPERT instruments are benchtop with the same small footprint and have integrated touch screens with an intuitive Graphical User Interface or GUI, ("GUI"), designed for simple training and operation. To support use in the cGMP suite for clinical

manufacturing, our GTx ExPERT software is network capable to enable upload of electronic batch records to a local shared drive and has a software intermediary to facilitate integration and automated data transfer to cloud-based data management solutions. We have integrated hardware and software design solutions, manufactured under cGMP, that are tailored for use in cGMP manufacturing of clinical products for advanced cellular therapies.

The following chart summarizes the features of the four ExPERT instruments:



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The following chart summarizes the features of the three ExPERT instruments:

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ExPERT ATx: Research focused, static electroporation for small to medium scale transfection

Our ExPERT ATx static electroporation instrument is a research focused, high performance electroporation platform for small to medium scale transfection. The ATx instrument delivers high efficiency and viability at research scale and can utilize our range of PAs capable of transfecting from 75,000 up to 700 million cells. Additionally, our ATx instrument is compatible with all of our static PAs, which can also be used on our GTx instrument, allowing for a seamless transition to our clinical cGMP-compatible platform. The ATx is designed and used by our customers for early design of experiment and process optimization at small scale to minimize cell acquisition and reagent costs. Once optimized for the biological function with smaller numbers of cells, the process can be replicated and scaled before being transferred to the clinical platform (GTx) for eventual manufacturing in the cGMP suite or to the STx platform for drug discovery. discovery and bioprocessing applications.

ExPERT STx: Flow Electroporation for protein production and drug development

Graphic

Our ExPERT STx, which is used in the field of protein production as well as other drug discovery applications, also incorporates our proprietary Flow Electroporation Technology for high yield transient expression of complex proteins, viral vectors, vaccines and biologics. Our STx instrument has high efficiency and can rapidly transfect from 75,000 up to 20 billion cells. When combined with flexible media strategies, the STx allows for substantial improvement in yields of high-quality, transiently expressed proteins while enabling reduced media costs.

Another key application area for the STx is expression of therapeutic targets for cell-based assays. Traditionally, drug screening has been performed using stable cell lines because conventional transfection technologies, such as lipofection, may induce changes to membrane composition, which does not offer the consistency and scalability that are critical for sensitive, high throughput screens. By enabling high efficiency transfection of multiple plasmids simultaneously into billions of cells, the STx provides drug developers with the ability to express complex, multi-subunit proteins, such as ion channels, in physiologically relevant cells. The high viability of our transfected cells leads to robust assay responses on multiple platforms, including automated electrophysiology and high content screening technologies.

Moreover, precise control over loading efficiency gives assay developers the ability to “dial in” optimal assay windows.

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ExPERT GTx: Flow Electroporation for large scale transfection in therapeutic applications

Graphic

The ExPERT GTx incorporates our proprietary Flow Electroporation Technology for use in the cGMP manufacturing of cellular therapies for use in the clinic. By incorporating the Flow Electroporation Technology, larger volumes of up to 20 billion cells can be electroporated within 15 to 20 minutes. With a processing potential that ranges from 75,000 to 20 billion cells on a cGMP, 21 CFR Part 11 compatible system, the GTx represents a platform for clinical electroporation at large scale.

The GTx integrates several design features that are critical for use in a cGMP setting, such as barcode reading capability to maintain positive identification of patient samples, 21 CFR Part 11 compatible software and networking capability for automated uploading of electronic batch records to either a central server or to a cloud-based data management platform. The GTx enables closed sample processing, on a system compatible with integration into cGMP manufacturing environments, and that has an established regulatory path supported by our FDA Master File and Technical Files.

ExPERT VLx: Designed for very large volume cell-engineering

Graphic

The ExPERT VLx Large-Scale Transfection System is a cGMP compliant instrument specifically designed for very large volume cell-engineering. Using proprietary Flow Electroporation Technology, the VLx supports the ability to transfect up to 200 billion cells in less than 30 minutes—10 times the capacity of the STx and GTx. This system is designed for the rapid and large-scale production of recombinant proteins, monoclonal antibodies, viral vectors, vaccines, virus-like particles or VLPs, ("VLPs"), and allogeneic cell therapies. We introduced launched the VLx under the ExPERT umbrella brand in December 2021 September 2022 to provide our customers with an easier easy to use, large-scale system that incorporates the benefits of the ExPERT platform. We plan to expand the functionality of the VLx into new applications, such as platform for large-scale bioprocessing. We expect that additional investment will be needed to build out process development capabilities, manufacturing capacity, for new processing assembly design and the addition of large-scale bioprocessing-specific field resources.

Disposables—Processing Assemblies (PAs)

Our range of disposable PAs is an important differentiator for us. We are not aware of any other company with the breadth and diversity of volume ranges and designs to supported processing volumes that enable high efficiency electroporation flow, in flow, single-well and multi-well formats, for use in both the research and clinical settings. We view the our PA design designs as one of the key contributors to the capacities, high efficiency and viability of delivered by the ExPERT platform.

We have designed developed a broad range of PAs that are specially designed to process and electroporate the user's chosen quantity of cells. Each PA contains two electrodes, between which a medical-grade gasket is sandwiched that has a unique well design consistent with the processing volume required and to allow maximum retrieval of cells. We Our have designed a unique range of PAs are capable of electroporating cell volumes from small to large scale, in single and multi-well formats, for both research and clinical use. Cells are placed into the sample bag in large scale PAs, or into the well or wells in small scale PAs, and the

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small scale PAs and the PA is then connected to the instrument for processing. The instrument touch screen allows the operator to select the desired cell protocol that encodes the electroporation parameters, select the type of PA to be used and enter any sample specific information. Once the sample information has been entered, the operator will touch the "Start Processing" icon on the user interface and the sample will be rapidly processed. Larger volumes of cells are accommodated by larger capacity PAs and a set of simple software commands through the intuitive GUI.

Our ExPERT system uses two PA designs — a static cuvette used for smaller cell volume requirements volumes (from 75,000 cells up to 200 million cells) and a cartridge design that is used for both static and Flow Electroporation for larger cell volumes (700 million up to tens of billions of cells). The Flow Electroporation PA (CL-2) (Flow PA) allows for processing of cellular volumes ranging from 10 mL to 100 mL and up to tens of billions of cells. The CL-2 Flow PA consists of bags and associated tubing, made from medical grade materials, that are connected to the electroporation cartridge. Users will transfer their cells and loading molecules to the sample bag, and the pump on either the GTx or STx instrument pumps a fixed volume of cells into the cartridge chamber where they are electroporated. Once the electroporation is complete, the cells are pumped to the collection bag and the chamber is filled with the next volume of cells for electroporation. This process is repeated until the entire sample volume is processed. The maximum volume of 100 mL of cells can be processed in approximately 15–20 minutes.

Our Examples of our two ExPERT PA designs are shown in the pictures below:

We have conducted extensive end-user research over the last several years to continue to improve improving the design of the PAs and the range of products available. As a result, we We launched the ExPERT cuvette in 2020 based on customer feedback, which incorporated a new design to improve handling and ease of use. In 2021, we expanded use and have continued to expand the availability of the ExPERT PA design, continuing to roll it out across the entire range of cuvettes. Conversion of the portfolio will be completed in 2022. design. We have also expanded our portfolio of multi-well cuvettes, which reduce manual handling and improve productivity in the lab, with the launch of our R-50x8. The R-50x8 is an 8-well cuvette capable of processing up to 225,000 cells in each well. By enabling eight samples to be processed in the same cuvette, a more efficient process can be achieved by users. We expect to convert our entire portfolio of PAs to the ExPERT design by the end of 2023. We plan to continue to support customers using legacy processing assemblies until they transition to our ExPERT products.

In 2022, we added the R-20K Flow Electroporation Processing Assembly for our STx and GTx platforms, which can process between 5 mL and 20 mL sample volumes, which can accommodate between 200 million and up to 4 billion cells. The R-20K assembly will allow clients to develop therapies at small or mid-scale volumes with improved cell recovery in a closed process adaptable format to assist in de-risking their manufacturing process at the electroporation step. To further support our customers' sterile closed process workflows, we also introduced 'Closed Process Electroporation Buffer' products in two volume sizes, 500 mL and 1 Liter, which allow for the addition of our proprietary electroporation buffer to concentrated cell samples before electroporation. For our VLx Platform we introduced the R-1L Flow Electroporation Processing Assembly, which can process in 30 minutes or less between 100 mL and 1 Liter sample volume accommodating up to 200 billion cells in a single run. The R-1L assembly allows for

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large volume sample processing that can be adapted to a closed and sterile workflow for continuous end-product production.

The following matrix shows our full line of currently available PAs and their respective specifications and features, including the ExPERT instruments with which they can be used:

We are committed to continuing to strategically invest investing in improvements in the PA design and range of products to ensure that customers have solutions that address all of their volume and use requirements, in both research and clinical settings, including current development of advancements for PA(s) PA that support the VLx.

Supporting Products

Our proprietary electroporation buffer, a balanced salt solution that protects cells during transfection, is formulated for use with all our instrument platforms and PAs. This consumable is used for all cell types, eliminating the need to change buffers as users switch protocols, cell types or scale up. The buffer is made in a cGMP facility, is fully chemically defined and is free of human or animal components, and is tested to meet technical, sterility and endotoxin specifications. This buffer formulation is a key contributing factor, in combination with instrument and PA design features, to the flexibility, high efficiency and viability that can be achieved by customers across the broad range of cell types processed using our platform.

Sales and Marketing

We follow a direct sales model in North America, the United Kingdom, and Europe, while also selling through third-party distributors in Asia and some regions of Europe. As of December 31, 2021 December 31, 2022, we have had over 20 25 field sales and application scientists located in the United States, the United Kingdom, and several regions in Europe and Asia. Since the commercial launch of our first Flow Electroporation instrument, the installed base of our instruments has grown to more than 500 600 instruments globally.

Our sales force and field application scientists and international partners inform our current and potential customers of current product offerings, new target applications and advances in our technologies and products. As our primary point of contact in the marketplace, our field teams focus on delivering a consistent marketing message and high level of customer support, while also working to help us better understand the evolving market and customer needs. We intend to

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expand our sales, support, and marketing efforts in regions such as the Asia-Pacific region. We currently use distributors

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in countries in these regions, such as in China and Japan, supplemented by dedicated MaxCyte team members, and continuously assess the need for direct sales and local support personnel to supplement our distributors' resources. As we expand into a new geography, we generally rely initially on third-party distributors until we are able to recruit a direct sales force, field application scientists and business development resources in the country or region.

Our business model is focused on identifying new applications in cell engineering to enable our customers to develop better medicines and maximize use across our customers' value chains. This is enabled through customer partnerships that allows us to further understand the critical applications for our technology and inform our future developments and market expansion.

Research and Development

Investment in research and development is at the core of our business strategy. Members of our research and development team specialize in many functional areas including molecular biology, cellular biology, physics, gene editing, cell culture, protein manufacturing,

process development, mechanical engineering, cell handling processes, electroporation algorithm development and customer technical support.

Our research and development teams are aligned into two teams, applications and instrumentation. The application team is responsible for developing data on key applications, including improving approaches to cell handling and cell culture; designing, developing and enhancing electroporation protocols; developing and enhancing cell engineering applications, and performing product testing and quality assurance activities. The instrumentation engineering team focuses on developing and improving electroporation instruments and PA disposables to meet our partners' wide range of needs from research to commercialization in a GMP environment. The research and development functional teams work together as a core team, following a stage-gate process to develop, qualify and launch new products to market.

Other research and development activities include customer technical support such as lab cell processing techniques, instrumentation training and application support. Most of our research and development operations are conducted in our Maryland facility.

We have made substantial investments in product and technology development since our inception. Research and development expenses totaled $15.4 million, $17.7 million $19.5 million and $17.6 million $15.4 million in the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, respectively.

Although our CARMA pre-clinical and clinical development was concluded in the first half of 2021, we We expect our research and development expenses outside of CARMA to increase significantly for the foreseeable future as we develop data supporting the use of our products in various applications and continue to enhance our existing products as well as develop new products for our current and new markets.

Manufacturing and Supply

We design, develop and manufacture our single use PA disposables and conduct final functional testing in our Maryland facility. facility, and for risk mitigation, we utilize a third-party manufacturer for a portion of the PA disposables supply. In addition, we design, develop and manufacture the our ExPERT instruments in-house. Our in-house manufacturing and design function is certified as ISO 9001 compliant and our manufacturing facility and controlled-access shipping, receiving and storage spaces are located at our current headquarters in Maryland. We intend to relocate relocated our operations, including inventory and manufacturing, to a significantly larger space in a new facility during 2022.

Instruments

Our range of ExPERT instruments are manufactured, tested and shipped from our Maryland facility under cGMP. Several custom components of our ExPERT instruments are fabricated by third-party suppliers. The assembly of technology-sensitive components and the final assembly is completed in-house. Presently, our Maryland manufacturing

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facility can support the production of ExPERT instruments in excess of current anticipated demand, and we will plan to continue to obtain obtaining the space and staffing necessary to meet customer demand for the foreseeable future.

Processing Assemblies

Our family of ExPERT instruments incorporate a broad range of proprietary single use PAs that are specially designed to meet the needs of our customers for cell volume, single- or multi-well configuration, and static or flow processing. These PAs are only available from us and are designed for use only with our instruments and, our range of instruments. The PAs are designed, developed, tested and shipped from our Maryland facility. We currently outsource supply and manufacturing of components and final key PA components. Final clean-room disposables assembly to is performed at our headquarters facility and at a third parties. We plan to move the party. In-house cleanroom PA assembly activities in-house were initiated in 2022 in order to enhance operational control over quality, expand capacity, enable automation implementation, provide for multiple manufacturing sites and improve other areas of operations. In addition, in-house manufacturing is expected to allow allows research and development to more rapidly develop new products and enhancements when manufacturing and as a

result of housing research and development are in the same facility. We are currently constructing a new facility for occupancy in mid-2022 that will include new cleanroom space for assembly of processing assemblies. Staffing and manufacturing process development for in-house PA manufacturing began in early 2022. We will seek to establish commercial scale PA production capacity by the end of 2022 and full initial capacity during 2023.

Supply

For both instrument and PA manufacturing, we regularly assess our supply chain to ensure availability of components, our ability to respond to customer demand for our products and to qualify multiple suppliers. We have relationships with several multiple custom parts manufacturers and electronics suppliers that can provide components for our instruments, including components currently provided by a single source. Approximately 33% 34% of our inventory held at December 31, 2021, December 31, 2022 was purchased from one supplier. Single source suppliers are chosen for their business stability and scalability to minimize risk. If a single source supplier has a part or process that is time-consuming to transfer to another supplier, our approach is to hold enough inventory of that part to allow adequate time for technical transfer and qualification wherever possible. Our ongoing strategy is to maintain adequate levels of inventories at all times and to qualify at least two suppliers for critical quality components, and we plan to continue the diversification of our supply chain as we scale. This inventory strategy was designed to minimize supply chain risk and as a result we are currently able to ship on demand and to date have never had a backorder for a product.

Competition

The life sciences market is highly competitive and dynamic, reflecting rapid technological evolution and continually evolving customer requirements. There are other companies, both established and early-stage, that have or are developing electroporation and other non-viral delivery technologies that could be applicable to both bioprocessing and cell engineering. These companies include Lonza Group AG, Thermo Fisher Scientific Inc., Miltenyi Biotec, Bio-Rad Laboratories, Inc. and Harvard Biosciences Inc. (BTX), as well as several other smaller companies, including spinouts from academic labs.

Some of these companies may have substantially greater financial and other resources than us, including larger research and development staff or more established sales forces. Other competitors are in the process of developing novel technologies for the life sciences market which may lead to products that rival or replace our products.

For further discussion of the risks we face as a result of competition, see "Risk Factors—Risks Related to Our Business and Growth Strategy —We may be unable to compete successfully against our existing or future competitors."

Intellectual Property

Our intellectual property strategy has been, and still is, to obtain patent protection in relevant jurisdictions over our instruments, methods utilizing our instruments, as well as design patents over the ExPERT system. As part of this

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strategy, we have focused on obtaining protection for our non-viral delivery platform to the extent possible, particularly in the United States and other key jurisdictions of commercial value. As of February 11, 2022 March 8, 2023, we have more than 130 150 granted U.S. and foreign patents, including in foreign jurisdictions such as Australia, Canada, Japan, China, South Korea and certain countries in Europe, as well as over 60 95 pending patent applications worldwide. The main focus of our patent coverage is to protect our Flow Electroporation process, as well as the processing chambers/ assemblies/disposables, control and

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process elements, and methods/applications of using our non-viral delivery platform. Our patent portfolio provides protection over our instruments and related methods through at least 2028 and over our electroporation applications and methods through 2034. We are also working to secure design protection of the ExPERT system, which has the potential to provide protection through at least 2036.

In addition to our granted patents and filed applications, we maintain and protect a number of different trade secrets related to our cell processing technology and other core technology areas, such as improvements made to protocols, pulsing patterns, proprietary buffer and formulations developed by us. Our years of accumulated know-how and the technical expertise of our employees provide us with a competitive advantage. We use our know-how and technical expertise to optimize and update our proprietary methods and protocols, such as cell handling and preparation techniques unique to different cells and target molecules, which we confidentially share with our customers.

We maintain the confidentiality of our trade secrets, know-how and proprietary methods and protocols to protect our intellectual property from competitors. One key element of this protection is our FDA Master File and Technical Files described in more detail below, which allow us to submit to the regulatory authorities confidential detailed information about our ExPERT system and disposables. The relevant submission can be referenced by our customers or licensees to support their own regulatory filings without the need for us to disclose the confidential information contained in the FDA Master File and Technical Files.

We also seek to protect our brand through procurement of trademark rights. As of March 14, 2022 March 8, 2023, we owned 15 17 registered trademarks in the United States, 146 191 registered foreign trademarks, 15 13 pending U.S. trademark applications, and more than 58 31 pending foreign trademark applications. Our registered trademarks and pending trademark applications include trademarks for MaxCyte, CARMA, our company name, a stylized version of ExPERT, and our logo. In order to supplement protection of our brand, we have also registered several internet domain names.

Government Regulation

The FDA and similar governmental authorities regulate, among other things, the research, development, testing, manufacturing, clearance, approval, labeling, storage, recordkeeping, advertising, promotion, marketing, distribution, post-market monitoring and reporting, as well as import and export of technologies including biological drug products.

Our biopharmaceutical and life sciences customers are subject to extensive regulations by the FDA and equivalent regulatory authorities in other countries, regarding the conduct of pre-clinical preclinical studies and clinical trials, in the manufacture of product candidates and products for use in humans (i.e., "Good Manufacturing Practice" laws and regulations) and the marketing authorization and commercialization of biological drug products.

The activities of sponsors, applicants and manufacturers are subject to regulation of those jurisdictions where the research or manufacturing occur, and also jurisdictions for which applications are planned or have been made and the product is intended to be marketed.

Although we are not engaged in directly regulated activities, our customers will generally assess our products for sufficiency in meeting their regulatory needs, and may impose rigorous quality or other regulatory compliance requirements on us as their supplier through supplier qualification processes and customer contracts.

We have established a quality management system (under ISO 9001:2015 standards) which is designed to respond to customer expectations and needs and support customer adherence to applicable regulatory requirements. The

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technologies we offer for potential use by customers in a cGMP environment are produced under this ISO 9001:2015 quality management system.

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Master Files and Technical Files to Support Customer Regulatory Submissions

Our core business is focused on developing our proprietary and patented electroporation technology platform, which is used by our customers in research and development applications as well as for manufacture of commercial cell therapies. In order to support our customers' use of our platform, we have voluntarily submitted a Master File to the FDA, Center for Biologics Evaluation and Research and Master Files or Technical Files to comparable regulatory authorities in other jurisdictions, including Canada, Japan, the United Kingdom and Austria, and provide nonexclusive Letters of Authorization to the Master or Technical Files under contractual agreements with our customers. We have also discussed the potential to submit a Master File with the Therapeutic Goods Administration in Australia. In this way, the regulatory body may review information on our platform in the context of its utilization by our partners in regulated products, for example, as described in our customers' Investigational New Drug (IND) applications. INDs or BLAs. We continuously update the Master and Technical Files in order to support the regulatory activities of our customers. The FDA and regulators in other countries allow Master and Technical Files, but they do not approve them. Rather, they review them in the context of evaluating the submissions by our customers wherein that reference our files are referenced. files.

U.S. Healthcare Laws and Reform

In the United States, there are federal and state healthcare laws that constrain the business or financial arrangements and relationships through which our customers who use our platform and we, if we develop a product, research, sell, market and distribute products. Such laws include federal and state anti-kickback laws, false claims laws, transparency laws and health information privacy and security laws. Violations of these laws can lead to significant administrative, civil and criminal penalties, including sanctions, damages, disgorgement, monetary fines, possible exclusion from participation in government healthcare programs such as Medicare and Medicaid, imprisonment, additional reporting requirements and/or oversight obligations, contractual damages, reputational harm, diminished profits and future earnings and curtailment or restructuring of operations.

Additionally, in the United States and some foreign jurisdictions there have been, and continue to be, several legislative and regulatory changes and proposed reforms of the healthcare system in an effort to contain costs, improve quality, and expand access to care, including the proposed modification to some of the aforementioned laws. In the United States, there have been and continue to be a number of healthcare-related legislative initiatives that have significantly affected the healthcare industry. These reform initiatives may, among other things, result in modifications to the aforementioned laws and/or the implementation of new laws affecting the healthcare industry. Similarly, a significant trend in the healthcare industry is cost containment. Third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Our ability to commercialize any of our products successfully, and our customers and collaborators' ability to commercialize their products successfully, will depend in part on the extent to which coverage and adequate reimbursement for these products and will be available from third-party payors. As such, cost containment reform efforts may result in an adverse effect on our operations.

The Foreign Corrupt Practices Act

The Foreign Corrupt Practices Act or FCPA, ("FCPA"), prohibits any U.S. individual or business from paying, offering, or authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the United States to comply with accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Data Privacy and Security Laws and Regulations

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) personal information, such as clinical

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Data Privacy and Security Laws and Regulations

In the ordinary course of business, we may process personal data (including, without limitation, clinical trial data and other data concerning health). health data. Accordingly, we may be subject to numerous data privacy and security obligations, including federal, state, local, and foreign laws, regulations, guidance, and industry standards, external and internal privacy and security policies, contractual requirements and other obligations related to data privacy security, and protection. security. These frameworks are evolving and may impose potentially conflicting obligations. Such obligations may include, without limitation, the Federal Trade Commission Act the Telephone Consumer Protection Act of 1991, the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, , the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA" CPRA") (collectively, "CCPA"), the European Union's General Data Protection Regulation 2016/679 ("EU GDPR"), the EU GDPR as it forms part of United Kingdom ("UK") law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"), the ePrivacy Directive, and wiretapping laws. Further, the Payment Card Industry Data Security Standard federal Health Insurance Portability and Accountability Act of 1996 ("PCI DSS" HIPAA"). , as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), imposes specific requirements relating to the privacy, security, and transmission of individually identifiable health information. In addition, several states within the United States, such as Virginia, Colorado, Connecticut, and Utah, have enacted or proposed comprehensive data privacy laws. For example, Virginia passed laws, and similar laws are being considered at the Consumer Data Protection Act, federal, state, and Colorado passed the Colorado Privacy Act.local levels.

The EU GDPR, UK GDPR, and CCPA are examples of the increasingly stringent and evolving regulatory frameworks related to personal data information processing that may increase our compliance obligations and exposure for any noncompliance. European data privacy and security laws (including the EU GDPR and UK GDPR) impose significant and complex compliance obligations on entities companies that are subject to those laws. For example, in the European Economic Area, or EEA, the processing of personal data is principally governed by the provisions of the EU GDPR. The EU GDPR applies to any processing operations carried out in the context of an establishment in the EEA as well as any processing operations relating to the offering of goods or services to individuals in the EEA and/or the monitoring of their behavior in the EEA and to companies established outside the EEA that process personal data in connection laws, notably with the offering of goods or services to data subjects in the EEA or the monitoring of the behavior of data subjects in the EEA.

The GDPR enhances data protection obligations for controllers of personal data (such as clinical trial sponsors). These obligations may include limiting personal data processing to only what is necessary for specified, explicit, and legitimate purposes; requiring a legal basis for personal data processing; limiting the collection and retention of personal data; increasing rights for data subjects; formalizing a heightened and codified standard of data subject consents; requiring the implementation and maintenance of technical and organizational safeguards for personal data; mandating notice of certain personal data breaches to the relevant supervisory authority(ies) and affected individuals; and mandating the appointment of representatives in the UK and/or the EU in certain circumstances. In the United Kingdom, the UK Data Protection Act 2018 complements the UK GDPR in this regard. This fact may lead to greater divergence on the law that applies respect to the processing of such categories of personal health-related data across the EEA and/ from European Economic Area ("EEA") or United Kingdom.

Kingdom-based individuals. Additionally, the CCPA applies to personal information of consumers, business representative, and employees who are California residents, imposes obligations specific requirements on covered businesses, to provide specific disclosures related to a business's collecting, using, and disclosing personal data and to respond to certain requests from California residents related to their personal data (for example, requests to know of the business's personal data processing activities, to delete the individual's personal data, and to opt out of certain personal data disclosures). Also, the CCPA provides for civil penalties administrative fines of up to $7,500 per violation and a allows private right of action for litigants affected by certain data breaches which may include an award of to recover significant statutory damages. In addition, it is anticipated that the California Privacy Rights Act of 2020 ("CPRA"), effective January 1, 2023, will expand the CCPA. The CPRA will, among other things, give California residents the ability to limit use of certain sensitive personal data, establish restrictions on personal data retention, expand the types of data breaches that are subject to expanded the CCPA's private right of action, and establish a new California Privacy Protection Agency to implement and enforce the new law. requirements. Furthermore, U.S. federal and state consumer

protection laws may require us to publish statements that accurately and fairly describe how we handle personal data information and choices individuals may have about the way we handle their personal data. information.

See the section titled "Risk Factors – Risks Related to Our Regulatory Environment and Our Industry" for additional information about the laws and regulations to which we are or may become subject and about the risks to our business associated with such laws and regulations.

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Employees and Human Capital

As of December 31, 2021 December 31, 2022, we had 84 125 full-time employees, 54 68 of which have advanced degrees, including 22 25 with Ph.D. degrees.

Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, training, incentivizing and integrating our existing and new employees, advisors and consultants. The principal purposes of our equity incentive plans are to attract, retain and reward personnel through the granting of equity-based compensation awards in order to increase shareholder value and the success of our company by motivating such individuals to perform to the best of their abilities and achieve our objectives.

None of our employees is represented by a labor organization or under any collective-bargaining arrangements. We consider our employee relations to be good.

Our Corporate Information

We were incorporated under the laws of the State of Delaware in July 1998 under the name Theramed, Inc. On December 31, 2001, we and changed our name to MaxCyte, Inc. in 2001. Our principal executive offices are located at 22 Firstfield Road, 9713 Key West Avenue, Suite 110, Gaithersburg, 400, Rockville, Maryland 20878, 20850, and our telephone number is (301) 944-1700.

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Available Information

Our website address is www.maxcyte.com. In addition to the information about us and our subsidiaries contained in this Annual Report, information about us can be found on our website. Our website and information included in or linked to our website are not part of this Annual Report.

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act are available free of charge through our website as soon as reasonably practicable after they are electronically filed with or furnished to the Securities and Exchange Commission, or SEC. The SEC maintains an internet site that contains reports, proxy and information statements and other information that we file electronically with the SEC. The address of the SEC's website is www.sec.gov.

Item 1A. Risk Factors

You should consider carefully the following risks and other information contained in this Annual Report on Form 10-K, including the section of this report captioned "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes. If any of the events contemplated by the following discussion of risks should occur, our business, results of operations, financial condition and growth prospects could suffer significantly. As a result, the market price of our common stock could decline, and you may lose all or part of the money you paid to buy our common stock. The risks below are not the only ones we face. Additional risks that we currently do not know about or that we currently believe to be immaterial may also impair our business. Certain statements below are forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements" in this report.

Risks Related to Our Business and Growth Strategy

We are a cell engineering and life sciences company and have incurred significant losses since our inception, and we expect to incur losses for the foreseeable future. We have limited product offerings approved for commercial sale and may never achieve or maintain profitability.

We are a cell engineering and life sciences company focused on advancing the discovery, development and commercialization of next-generation cell-based medicines. The biopharmaceutical development industry, where the majority of our customers operate, is a highly speculative undertaking and involves a substantial degree of risk. We have incurred significant losses since inception and have financed our operations principally through private financings and public offerings of our securities. We have historically relied on sales and licensing of our ATx, STx and GTx instruments, as well as sales of our portfolio of single-use disposable processing assemblies, or PAs for the significant majority of our revenue. We may be unable to sell or license our instruments to new customers and existing customers may cease or reduce their utilization of our instruments or fail to renew licenses of our instruments. Our net losses were $19.1 million, $11.8 million $23.6 million and $19.1 million $12.9 million for the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, respectively. As of December 31, 2021 December 31, 2022, we had an accumulated deficit of $114.3 137.9 million. Our losses have resulted principally from expenses incurred for the research and clinical development of for our proprietary cell therapy CARMA platform clinical candidate MCY-M11 and, to a lesser extent, our *ex vivo* cell engineering platforms and from sales and marketing costs, manufacturing expenses, management and administrative costs as well as other expenses that we have incurred while building our business infrastructure.

We concluded clinical activities associated with CARMA in the first half of 2021. We expect that our expenses and operating losses excluding CARMA, will may continue to increase substantially for the foreseeable future as we expand our research and development efforts, expand the capabilities of our cell engineering platforms and operate as a public company in the United States. We anticipate that our expenses will increase substantially as we:

- Continue continue to advance our *ex vivo* cell engineering platforms and develop new technologies related to our platform;
- Acquire acquire and license technologies aligned with our *ex vivo* cell engineering platforms;
- Expand expand our operational, financial and management systems and increase personnel, including staff to support our research and development, manufacturing and commercialization efforts;
- Continue continue to develop, perfect prosecute and defend our intellectual property portfolio; and
- Incur incur additional legal, accounting and other expenses in operating our business, including the additional costs associated with operating as a public company in the United States.

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We have devoted a significant portion of our financial resources and efforts to building our organization, developing our *ex vivo* cell engineering platforms, acquiring technology, building out our manufacturing capabilities, organizing and staffing the company, business planning, establishing our intellectual property portfolio, raising capital,

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securing license and partnership arrangements with customers and providing general and administrative support for these operations.

To become and remain profitable, we must succeed in realizing meaningful pre-commercial precommercial milestone payments from our current SPLs and potentially secure future commercial partnership, licensing or collaboration arrangements for use of our cell engineering platforms and similar arrangements for future platforms cell therapy programs in development that have not yet been partnered. This will require us to be successful in a range of challenging activities, including continuing to develop our technology and products, accessing, developing and advancing manufacturing capacity, advancing our sales and marketing capabilities and commercializing and selling our products. We may never succeed in any or all of these activities and, even if we do, we may never generate a level of revenue that is sufficient to achieve profitability. Even if we do achieve profitability, we may not be able to sustain profitability or meet outside expectations for our financial results, including profitability. If we are unable to achieve or sustain profitability or to meet outside expectations for our financial results, the value of our shares of common stock could be materially adversely affected.

We are highly dependent on a limited number of product offerings. Our revenue has been primarily generated from the sale and licensing of our ATx, STx and GTx instruments, as well as sales of single-use disposable PAs, which require a substantial sales cycle and are prone to quarterly fluctuations in revenue. revenue, as well as revenues earned based upon customer clinical development progress events which are outside of our control and highly variable from period to period.

Our ExPERT technology platform and family of instruments—the ATx, STx and GTx,representing next-generation technology for complex cellular engineering, instruments was commercially launched in April 2019 and the VLx was added with a new instrument launched in December 2021, late 2022. Sales and licensing of ExPERT technology systems and related instruments together accounted for 54%, 51% and 50%54% of our revenue for the years ended December 31, 2021,2020, 2022 and 2019, 2021, respectively. We expect that, for at least the foreseeable future, sales and licensing of our ExPERT technology systems will continue to account for a substantial portion of our revenue. The sales cycle for our cell engineering instruments is complex and can take up to 12 months or longer to complete.

Material, one-time milestones milestone payments earned as Strategic Platform License, or SPL customers partners achieve clinical progress may are alsofrom timetotimebe a significant portion of our revenue, although such milestone payments are not in our control, are unpredictable andbecause of the early-stage nature of the cell therapy clinical development, and may contribute materially to the volatility of our revenue. As a result of our lengthy and unpredictable sales cycle, we will be prone to quarterly fluctuations in our revenue. Quarterly fluctuations may make it difficult for us to predict our future operating results. Consequently, comparisons of our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance.

As a result of variability and unpredictability, we may also fail to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall short of the expectations of analysts or investors or any guidance we may provide, or if the guidance we provide falls short of the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met or exceeded any previously publicly stated guidance we may have provided.

We may be unable to successfully execute on our growth strategy.

We intend to grow our business and market opportunity by continuing to invest in technology and scientific innovation, broadening our distribution capabilities to expand our installed base of ExPERT products, pursuing SPLs with target customers, commercializing our recently released VLx very Large-Scale Transfection SystemundertheExPERTbrand,expanding our commercial infrastructure and considering opportunistic investments, partnerships and acquisitions, among other initiatives. Each of these growth strategies will require considerable time and resources, and we may not be successful in executing any or all of thesestrategies.

One of the components of our growth strategy is to develop and commercialize sell our novel recently launched ExPERT VLx platform for large-scale bioprocessing applications, including viral vector production in suspension cell cultures and rapid production of proteins, including monoclonal antibodies. Prior to the recent release of the EXPERT VLx, the first-generation design

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under the MaxCyte VLX brand had been sold to a limited number of customers for specific large-scale applications. The current design of the EXPERT VLx aligns with the design, capabilities and branding of three other ExPERT instruments (the STx, ATx and GTx). The specific product enhancements unique to the VLx will enable expansion into new applications such as large-scale bioprocessing and large-scale cell therapy. In order for the VLx to successfully penetrate new markets, we will be required to invest significant time, resources and capital investment in the further development, production and launch of the VLx platform, which could divert our resources from other parts of our business and growth strategy. In addition, the success of the redesigned ExPERT VLx, including new engineering modifications to the platform, may depend in part on the availability, compatibility and capability of appropriate technologies upstream and downstream of electroporation to support potential large-scale applications enabled by the VLx platform, our ability to develop and

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launch GMP-compliant processing assemblies, and willingness of customers to adopt the ExPERT VLx for new applications. We expect that additional investment will be needed to build out process development capabilities, manufacturing capacity, new processing assembly design and the addition of large-scale bioprocessing-specific field resources and those investments may not be successful. Further, we could encounter delays and setbacks in the eventual full market launch of the ExPERT VLx platform, including implementing engineering modifications necessary for certain large-scale applications, resulting in delayed acceptance by future customers and partners of such a large-scale system. In addition, the sales and implementation cycles of customers for such a large-scale platform may require more time than originally assumed as we may encounter delays in acceptance by potential customers for the VLx platform in large-scale applications, which could negatively impact forecasted revenues.

Another component of our growth strategy is expanding our SPL model, through which we build collaborative relationships with our customers as we facilitate their efforts to bring critical cell-based medicines to market. Even if we are able to enter into additional future SPL arrangements and similar arrangements for future therapeutic products that have not yet been partnered, there can be no assurance that any of the therapeutic products that are being or might be developed by our partners using our technology will continue to advance through clinical development, receive regulatory approvals or be successfully developed into commercially viable products. As a result, we may suffer setbacks in increasing awareness and adoption of our products in addition to the material impact on our financial results as a result of milestones not being realized and leased instruments being returned. Further, setbacks in the clinical trials of our current or future partners, such as serious adverse events, including patient deaths, could significantly impact capital available to customers and our ability to enter into future SPL agreements with new therapeutic product companies.

Our growth strategy also involves expanding our international operations. In addition to risks associated with international operations in general, we will also need to navigate complex foreign regulatory requirements with which we may not be familiar or have experience. To operate successfully in or obtain regulatory approval in other countries, we must comply with numerous and varying regulatory requirements of such countries regarding safety, efficacy, manufacturing, clinical trials, commercial sales, pricing and distribution of our products. Although our partners have repeatedly been able to reference our FDA Master File in the United States and our Technical Files in some other countries in the course of clinical development of their therapeutic products, we cannot ensure that we will obtain or establish a regulatory Technical

File in other countries. If we fail to establish a regulatory Technical File in any jurisdiction, this could make customers in such jurisdictions less likely to adopt our instruments, and the geographic market for our products could be limited.

We believe there are several opportunities to grow our sales and product line. However, we have limited financial and managerial resources, and we may forego or delay pursuit of growth opportunities that later prove to have greater value to our business. Our resource allocation decisions may cause us to fail to capitalize on viable opportunities, and we could spend resources on strategies that are not ultimately successful.

The Our estimates of market opportunity and forecasts of market growth included in this Annual Report or that we develop internally may prove to be inaccurate, and even if the markets in which we compete are as large as we estimate or achieve their forecasted growth, our business could fail to grow at projected rates, if at all.

Market opportunity estimates and growth forecasts included in this Annual Report, on which we develop our business strategies, including those estimates and forecasts we have generated ourselves, are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of customers covered by our market opportunity estimates will purchase our products at all or generate any particular level of revenue for us. Any expansion in our market depends

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on a number of factors, including the cost and perceived value associated with our products and those of our competitors. Even if the markets in which we compete meet the our size estimates and growth forecast in this Annual Report, forecasts, our business could fail to grow at projected rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the our forecasts of market size and growth, included including those set forth in this Annual Report, should not be taken as indicative of our future growth.

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We rely on assumptions and estimates and data to calculate certain of our key metrics, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.

In addition to our financial results, our management regularly reviews a number of operating and financial metrics, including a breakdown of product and leased revenue into instrument sales, PAs, leased revenue (recurring revenue), product placements, cumulative product placements, revenue by customer market (cell therapy and drug discovery), and status or number of installed instruments, SPLs, program licenses (research, clinical and SPL) and potential pre-commercial precommercial milestones, to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. As both our business and the industry in which we operate andourbusinesses continue to evolve, so might the metrics by which we evaluate our businesses. performance may also change. In addition, while the calculation of the metrics we use is based on what we believe to be reasonable estimates, our internal tools are not independently verified by a third party and have a number of limitations and, furthermore, our methodologies for tracking these metrics may change over time, for example, the industry breakdown of our customer revenue. Accordingly, investors should not place undue reliance on these metrics.

Our future success is dependent upon our ability to increase penetration in our existing markets and expand into adjacent markets.

Our customer base includes biopharmaceutical and biotechnology companies and academic institutions focused on cell-based therapeutics. Our success will depend in part upon our ability to increase our market penetration by expanding sales to existing customers and acquiring new customers and partnerships within our existing markets, and our ability to market new products and applications to existing and new customers as we develop such products and applications. Attracting new customers and introducing new products and applications require substantial time and expense. For example, it may be difficult to identify, engage and market to customers who are unfamiliar with our current products. We cannot guarantee that we will be able to further penetrate our existing markets or that these markets will be able to sustain our current and future product and service offerings. Any failure to increase penetration in our existing markets would adversely affect our ability to improve our operating results.

Our success will also depend on our ability to further expand into adjacent markets, such as penetrating non-commercial customer opportunities, including translational academic centers. Our failure to further expand in adjacent markets and attract new customers could adversely affect our ability to improve our operating results.

Due to the significant resources required to enable access in new markets, we must make strategic and operational decisions to prioritize certain markets, technology offerings and partnerships, and there can be no assurance that we will expend our resources successfully or in a way that results in meaningful revenue or capitalizes on potential new markets.

We believe our platform has potential applications across a wide range of markets and we have targeted certain markets in which we believe we have a higher probability of success or revenue opportunity or for which the path to commercialize products and realizing or achieving revenue is shorter. For example, we believe our products have applications in markets for engineered cell therapies in immuno-oncology and inherited disorders. We seek to continue to prioritize opportunities and allocate our resources among our programs to maintain a balance between advancing near-term opportunities and exploring additional markets for our technology. However, due to the significant resources required for the development of new markets, we must make decisions regarding which markets to pursue and the amount of resources to allocate to each. Our decisions concerning the allocation of research, development, collaboration, management and financial resources toward particular markets or workflows may not lead to the development of any viable product and may divert resources away from better opportunities. Similarly, our potential decisions to delay,

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terminate or collaborate with third parties in respect of certain markets may subsequently also prove to be suboptimal and could cause us to miss valuable opportunities. In particular, if we are unable to develop additional relevant products and applications for markets such as cell therapy or large-scale bioprocessing, it could slow or stop our business growth and negatively impact our business, financial condition, results of operations and prospects.

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Our business is dependent on adoption of our products by biopharmaceutical companies and academic institutions for their research and development activities focused on cell-based therapeutics. If biopharmaceutical companies and academic institutions are unwilling to change current practices to adopt our products, it will negatively affect our business, financial condition, prospects and results of operations.

Our primary strategy to grow our revenue is to market our products across key stakeholders in cell-based therapeutics, such as biopharmaceutical companies and academic institutions. Most of our potential customers already use expensive research systems in their

laboratories and may be reluctant to replace those systems. While the number of customers using our products has increased in recent years, many biopharmaceutical companies and academic institutions have not yet adopted our products, and such institutions and companies may choose not to adopt our products for a number of reasons, including:

- Inability inability to convince potential customers that our products are an attractive alternativeto existing technologies and reluctance of potential customers to replace those existing technologies;
- Inadequate inadequate recruiting or training of talented sales force and field application scientists in existing and new markets to facilitate outreach and further adoption and awareness of our products;
- Lack lack of experience of potential customers with our products for cell engineering;
- Perceived perceived inadequacy of evidence supporting benefits or cost-effectiveness of our products over existing alternatives or negative publicity regarding cell engineering technologies;
- Liability liability risks generally associated with the use of new products and processes;
- Time time and training required for potential customers to use and validate our products;
- A decreaseordelay delays inthe research and development activities using our productsasaresult of the COVID-19pandemic; products;
- Competing competing products and alternatives; and
- Introduction introduction of other novel alternative products for cell engineering.

In addition, our customers may experience a change of control or otherwise consolidate with other biopharmaceutical companies and academic institutions. If as a result of such change of control, our customers choose or are forced to modify or terminate cell therapy strategies, adopt other products, or otherwise reduce their use of our products, our ability to execute our growth strategy will be impaired and it will negatively affect our business, financial condition, prospects and results of operations.

We believe that educating notable industry key opinion leaders or ("KOLs, KOLs"), and representatives of biopharmaceutical companies and academic institutions about the merits and benefits of our products for Flow Electroporation and cell engineering is one of the key elements of increasing the adoption of our products. If these KOLs, institutions and companies do not adopt our products for any reason, including those listed above, acceptance and adoption of our products will be slowed, our ability to execute our growth strategy will be impaired, and it will negatively affect our business, financial condition, prospects and results of operations.

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We may be unable to compete successfully against our existing or future competitors.

We operate in a highly competitive market characterized by rapid technological change, evolving industry standards, changes in customer needs, emerging competition, new product introductions and strong price competition. We currently compete with both established and early-stage life sciences technologies companies that design,

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manufacture and market electroporation and other non-viral cell engineering technology based on efficacy, price, ease of use, reimbursement and customer support services.

Our success depends, in part, on our ability to maintain a competitive position in the development of technologies, enhancements and products for use by our customers. Many of the companies developing or marketing competing or alternative products have competitive advantages when compared to us, including:

- Greater greater financial and human resources for product development, sales and marketing;
- Greater greater domestic and international name recognition and more product familiarity among users;
- Broader broader and more established relationships with pharmaceutical companies and academic institutions;
- broader product lines and the ability to offer lower prices or rebates, integrate technologies more successfully to offer better workflow solutions, bundle products to offer greater discounts or incentives or offer more attractive milestone and partnership terms;
- Broader broader intellectual property protection for their technology and products;
- A larger sales force forces and broader and more established domestic and international sales and marketing and distribution networks; and
- More more experience in conducting research and development, manufacturing and preparing regulatory submissions, both in the United States and in foreign jurisdictions.

We primarily compete against products marketed by Lonza Group AG, Thermo Fisher Scientific Inc., Miltenyi Biotec, Bio-Rad Laboratories, Inc. and Harvard Bioscience, Inc. (BTX), as well as several other smaller companies, including spinouts from academic labs.

In addition to already marketed products, we also face competition from products that are or could be under development and that target the same applications as our products or applications that we may address in the future. Such product candidates may be developed by the above-mentioned entities and others, including life sciences tools companies, biotechnology companies, pharmaceutical companies, private and public research institutions and academic institutions or may come about as the result of consolidation in our industry. Our competitors may develop and patent processes or products earlier than we can, obtain regulatory clearance or approvals for competing products more rapidly than we can and develop more effective and/or less expensive products or technologies that render our technology or products obsolete or non-competitive. Despite the steps we have taken to maintain and protect our intellectual property, competitors may nevertheless attempt to, or succeed in, developing similar electroporation technology, including Flow Electroporation. We also compete with other organizations in recruiting and retaining qualified scientific and management personnel. If our competitors are more successful than us in these matters, we may be unable to compete successfully against our existing or future competitors.

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Our business currently depends significantly on research and development spending by biopharmaceutical companies, a reduction in which could limit demand for our products and adversely affect our business and operating results.

A portion of our revenue is derived from sales to biopharmaceutical companies and academic institutions. Much of their funding is, in turn, provided by public and private financings, including investments from venture capital funds and, for public companies, the capital markets. In the near term, we expect that a portion of our revenue will continue to be derived from sales to biopharmaceutical companies and academic institutions. Accordingly, the spending policies and practices of these customers—which have been impacted by the COVID-19 pandemic, market conditions and may additionally be impacted by other factors—could have a significant effect on the demand for our products. In addition, the demand for our products may

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depend upon the research and development budgets of these customers, which are impacted by factors beyond our control, such as:

- Macroeconomic macroeconomic conditions and the political climate;
- Investor investor confidence in the biopharmaceutical industry and the amount of capital such investors provide to our potential customers;
- Reduced reduced pricing of approved therapeutics;
- Scientists' scientists' and customers' opinions of the utility of new products or services;
- Changes changes in the regulatory environment;
- Differences differences in budgetary cycles;
- Competitor competitor product offerings or pricing;
- Merger merger and acquisition activity within the industry;
- Market-driven market-driven pressures to consolidate operations and reduce costs;
- Market market acceptance of relatively new technologies, such as ours;
- Clinical clinical trial or milestone failures that impact our customers' ability to raise capital; and
- Inability inability to sustain capital requirements or bankruptcy.

In addition, while the majority of our revenues are derived from biopharmaceutical customers, various state, federal and foreign agencies that provide grants and other funding may be subject to stringent budgetary constraints that could result in spending reductions, reduced grant making, reduced allocations or budget cutbacks, which could jeopardize the ability of these customers, or the customers to whom they provide funding, to purchase our products. For example, congressional appropriations to the National Institutes of Health, or NIH have generally increased year-over-year in recent years, but the NIH also experiences occasional year-over-year decreases in appropriations. There is no guarantee that NIH appropriations will not decrease or cease in the future. A decrease in the amount of, or delay in the approval of, appropriations to NIH or other similar United States or foreign organizations, such as the Medical Research Council in the United Kingdom, could result in fewer grants benefiting life sciences research. These reductions or delays could also result in a decrease in the aggregate amount of grants awarded for life sciences research or the redirection of existing funding to other projects or priorities, any of which in turn could cause our customers and potential customers to reduce or delay purchases or licensing of our products.

Our operating results may fluctuate substantially due to the potential changes in our customers' resources as described above. Any decrease in our customers' budgets or expenditures, or in the size, scope or frequency of their

capital or operating expenditures, could materially and adversely affect our business, operating results and financial condition.

Our current research and development efforts may not produce significant revenue for several years, if at all.

Developing our products is expensive, and the investment in product development may involve a long payback cycle. Our investment in research and development may not result in the data we hope to develop to support marketing of our products or in marketable products or may result in products that take longer to generate revenue, or generate less revenue, than we anticipate. For the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, our research and development expenses were $19.5 million and $15.4 million,,$17.7million and $17.6 million, respectively, or approximately 44% and 46%, 68% and 81%, respectively, of our total revenue. These amounts included $4.1 million,

$11.1 million and $11.7 million, respectively, of investment in our CARMA platform including the clinical investment in our wholly-owned cell therapy candidate, MCY-M11. Although we have no plans to make further investments in development of MCY-M11, o Our

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future plans include increased significant investments in research and development of product opportunities for expansion of our products and new application areas for our products. We believe that we must continue to dedicate a significant amount of resources to our research and development efforts to maintain our competitive position. However, we may not receive significant revenue from these investments for several years, if at all.

Our international operations may raise additional risks, which could have an adverse effect on our operating results.

International customers have typically accounted for a meaningful portion of our revenue. For the year ended December 31, 2021 December 31, 2022, approximately 35% 32% of our revenue was derived from international customers, with the most significant markets being the United Kingdom, Switzerland and China. We expect that our international revenue and operations will continue to expand in the future. Our international operations are subject to a variety of risks that we do not face in the United States, including:

- Difficulty difficulty of increased travel, infrastructure and legal compliance costs associated with developing international revenue;
- Difficulties difficulties in enforcing contracts, collecting accounts receivable and longer payment cycles, especially in emerging markets;
- General general economic conditions in the countries in which we operate;
- Additional additional withholding taxes or other taxes on our foreign income, and tariffs or other restrictions on foreign trade or investment;
- Compliance compliance with data privacy and security requirements in foreign jurisdictions in whichwe operate;
- Imposition imposition of, or unexpected adverse changes in, foreign laws or regulatoryrequirements, many of which differ from those in the United States;
- Costs costs and delays associated with developing products or technology in multiple languages, such as the software embedded in our products;
- Compliance compliance with foreign technical standards;
- Increased increased length of time for shipping and acceptance of our products;
- Increased increased exposure to foreign currency exchange rate risk;
- Uncertainties uncertainties related to the political geopolitical and economic environments, including related tothe recent withdrawal of the United Kingdom from the EuropeanUnion; environments;

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- Reduced reduced protection for intellectual property rights in some countries, particularly in China; and
- Political political unrest, war, incidents of terrorism, or responses to suchevents.

In connection with the ongoing armed conflict between Russia and Ukraine, the U.S. government, United Kingdom and European Union countries have imposed enhanced export controls on certain products and sanctions on certain industry sectors and parties in Russia and the regions of Donetsk and Luhansk, as well as enhanced export controls on certain products and industries. The U.S. government has also indicated it will consider imposing additional sanctions and other similar measures in the near future. These and any additional sanctions and export controls, as well as any counter responses by the governments of Russia or other jurisdictions, could adversely affect, directly or indirectly, the levels of government spending or the global supply chain, with negative implications on the availability and prices of raw materials, energy prices, and our customers, as well as the global financial markets. Although we do not currently conduct any operations in Russia or Ukraine, further escalation of geopolitical tensions could have a broader impact that

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expands into other markets where we do business or conduct operations, which could adversely affect our business and sales of our products.

As we continue to expand our business globally, our success will depend, in large part, on our ability to anticipate and effectively manage these and other risks associated with our international operations.

Our overall success in international markets depends, in part, on our ability to succeed in differing legal, regulatory, economic, social and political conditions. We may not be successful in developing and implementing policies and strategies that will be effective in managing these risks in each country where we do business. Our failure to manage these risks successfully could harm our international operations, reduce our international sales and increase our costs, thus adversely affecting our business, operating results and financial condition.

If we fail to offer high-quality customer service, our business and reputation could suffer.

We differentiate ourselves from our competition through our commitment to an exceptional customer experience. Accordingly, high-quality customer service is important for the growth of our business and any failure to maintain such standards of customer service, or a related market perception, could affect our ability to sell products to existing and prospective customers. The number of our customers has grown significantly and such growth, as well as any future growth, will put additional pressure on our field application scientists and customer service organization. We may be unable to hire qualified staff quickly enough or to the extent necessary to accommodate increases in demand. Providing an exceptional customer experience requires significant time and resources from our customer service team. Therefore, failure to scale our customer service organization adequately may adversely impact our business results and financial condition.

Customers utilize our service teams and online content for help with a variety of topics, including how to use our products efficiently, how to integrate our products into existing workflows, and how to resolve technical, analysis and operational issues if and when they arise. While we have developed significant resources for remote training and customer service, including our virtual product demonstration process, if our customers do not adopt these resources, we may be required to increase the staffing of our customer service team, which would increase our costs. Also, as our business scales, we may need to engage third-party customer service providers, which could increase our costs and negatively impact the quality of the customer experience if such third parties are unable to provide service levels equivalent to ours.

In addition, as we continue to grow our operations and reach a global customer base, we need to be able to provide efficient customer service that meets our customers' needs globally at scale. In geographies where we sell through distributors, we often rely on those distributors to provide customer service. If these third-party distributors do not provide a high-quality customer experience, our business operations and reputation may suffer.

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If we cannot maintain and expand current partnerships and enter into new partnerships that generate marketed licensed products, our business could be adversely affected.

We do not have our own pipeline of therapeutic candidates, and instead we focus our efforts on the development of our cell engineering offerings, including our ExPERT platform. Our partners then use our instruments and PAs for cell engineering to develop their own therapeutic candidates without our direct involvement. As a result, our success depends on our ability to expand the number and scope of our partnerships. Many factors may impact the success of these partnerships, including our ability to perform our obligations, our partners' satisfaction with our products, competitive offerings of other companies, our partners' ability to successfully develop, secure regulatory approval for and commercialize therapeutic candidates using our products, our partners' internal priorities (including fluctuations in research and developments budgets), our partners' resource allocation decisions and competitive opportunities, disagreements with partners, the costs required of either party to the partnerships and related financing needs, and operating, legal and other risks in any relevant jurisdiction, as well as severe adverse events in cell therapy trials regardless of association with our partners.

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We engage in conversations with companies regarding potential partnerships on an ongoing basis. These conversations may not result in a commercial agreement. Even if an agreement is reached, the resulting relationship may not be successful, including due to factors beyond our control, such as our partners' inability to successfully develop or commercialize their therapeutic candidates. In such circumstances, we would not generate any substantial revenues from such a collaboration in the form of milestone payments, royalties or otherwise. Speculation in the industry about our existing or potential partnerships can be a catalyst for adverse speculation about us which can adversely affect our reputation and our business.

Further, our customers are subject to the extensive risks and uncertainties that apply to product candidates in this area including those associated with preclinical and clinical research and development and related regulatory and Institutional Review Board authorization and oversight, manufacturing challenges and compliance standards, the data requirements and review process for seeking marketing authorization, and the potential for safety and efficacy concerns to emerge at any stage of product development and even after approval.

If the quality or delivery of our products does not meet our customers' expectations and needs relative to their regulatory obligations, our reputation could suffer and ultimately our sales and financial results could be negatively impacted.

Our customers operate in a highly regulated industry. In the course of conducting our business, our customers will expect us to adequately address any quality issues suspected to be associated with our products, including defects in our engineering, design, manufacturing and delivery processes, as well as defects in third-party components included in our products. The occurrence of defects in our products may increase as we continue to introduce new products and rapidly scale up manufacturing to meet potentially increased customer demand. Although we have established internal procedures designed to reduce the risks of product quality issues that may arise, there can be no assurance that we will be able to eliminate or mitigate occurrences of these issues and associated potential liabilities. In addition, identifying the root cause of quality issues may be difficult, which increases the time needed to address quality issues as they arise and increases the risk that similar problems could recur. Finding solutions to quality issues can be expensive and we may incur significant costs or lost revenue in connection with, for example, shipment holds, product recalls or other service obligations. In addition, quality issues can impair our relationships with new or existing customers and adversely affect our brand image, and our reputation could suffer, which could adversely affect our business, financial condition, results of operations, cash flows and prospects.

The failure of our partners to meet their contractual obligations to us could adversely affect our business.

Our reliance on our partners poses a number of additional risks, including the risk that they may not perform their contractual obligations to us to our standards, in compliance with applicable legal or contractual requirements, in a timely manner or at all; they may not maintain the confidentiality of our proprietary information; and disagreements or

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disputes could arise that could cause delays in, or termination of, the research, development or commercialization of therapeutic candidates produced using our instruments and PAs.

In addition, certain of our partners are large, multinational organizations that run many programs concurrently, and we are dependent on their ability to accurately track and make milestone payments to us pursuant to the terms of our agreements with them. Any failure by them to inform us when milestones are reached and make related payments to us could adversely affect our results of operations.

Some of our partners operate in markets subject to political and social risk, corruption, infrastructure problems and natural disasters, and are often subject to country-specific data privacy and data security risk as well as burdensome legal and regulatory requirements. Any of these factors could adversely impact their financial condition and results of operations, which could impair their ability to meet their contractual obligations to us, which may have a material adverse effect on our business, financial condition and results of operations.

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Our partners have significant discretion in determining when and whether to make announcements, if any, about the status of their clinical developments and timelines for advancing collaborative programs, and the price of our common stock may decline as a result of announcements of unexpected results or developments.

Our partners have significant discretion in determining when and whether to make announcements about the status of their programs that use our technology, including their pre-clinical preclinical and clinical programs, such as setbacks or terminations, and timelines for advancing therapeutic candidates developed using our platform. We do not plan to disclose the development status and progress of individual therapeutic candidates of our partners. Our partners may wish to report such information more or less frequently than we prefer or may not wish to report such information at all. In addition, if partners choose to announce a collaboration with us or their progress, there is no guarantee that we will concurrently recognize any fees or that such announcement will be indicative of future fees to us, as such fees are not due to us until our partner reaches certain specific activities or clinical progress events, for example investigational new drug, or IND submissions or start of pivotal trials. The price of our common stock may decline as a result of the public announcement of unexpected results or developments in our partnerships, or as a result of our partners withholding such information.

Our partners may not achieve projected development and regulatory milestones and other anticipated key events in the expected timelines or at all, or may discontinue some or all of their programs, which could have an adverse impact on our business and could cause the price of our common stock to decline.

From time to time, we may make public statements regarding the expected timing of certain milestones and key events, as well as regarding developments and milestones under our partnerships, to the extent that our partners have publicly disclosed such information or permit us to make such disclosures. Certain of our partners have also made public statements regarding their expectations for the development of programs under partnership with us and they and other partners may in the future make additional statements about their goals and expectations for the progress of their programs and/or their partnerships with us. The actual timing of these events and any resultant revenue to us can vary dramatically due to a number of factors such as delays or failures in our or our current and future partners' therapeutic discovery and development programs and the numerous uncertainties inherent in the development of therapeutics. As a result, there can be no assurance that our partners' current and future programs will advance or be completed in the time frames we or they expect, or at all.

Our partners' development timelines may also be impacted by the current armed conflict between Russia and Ukraine. The escalation of this conflict and the resulting imposition of economic and other sanctions could disrupt or delay our partners' ability to conduct clinical trial activities, including the evaluation of safety or efficacy data. Although the length and impact of any military action are highly unpredictable, clinical trial sites in Ukraine and other countries may close, and patients could be forced to evacuate or voluntarily choose to relocate far from clinical trial sites, making them unavailable for further dosing or follow-up. The closure of sites, the inability to screen and enroll new patients or any premature discontinuation of treatment by patients already enrolled in our partners' trials could result in the need to

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enroll additional patients, which would be costly and could delay our partners' anticipated timelines for the completion of the trials. There may also be an impact on the health and safety of the trial patients, including an increase in the number and severity of adverse events, due to living in a conflict zone and limited or no access to hospitals or healthcare.

In addition, we have very little visibility into, or advance notice of, any changes in our partners' development timelines and expectations, which means that we may not be able to swiftly react and adapt to changed expectations related to the achievement and payment of milestones under our agreements. If our partners fail to achieve one or more of these milestones or other key events as we or they expect, our business could be materially adversely affected and the price of our common stock could decline.

Biopharmaceutical drug and therapeutics development is inherently uncertain, and it is possible that none of the drug or therapeutic candidates discovered using our platform that are further developed by our partners will receive marketing approval or become viable commercial products, on a timely basis or at all.

We offer our cell engineering platform to partners who are engaged in drug and therapeutics discovery and development. These partners include large pharmaceutical companies, biotechnology companies of all sizes and non-profit and academic institutions. While we receive early payments generated through sales of our ExPERT instruments and PAs and recurring revenue through the annual licenses of the ExPERT instrument to our partners, we estimate that the vast majority of the economic value of the SPLs SPL partnerships that we enter into with our partners is in the downstream payments that are payable if certain milestones are met or approved products are sold. As a result, our future growth is dependent on the ability of our partners to successfully develop and commercialize therapies discovered or produced using our platform. Due to our reliance on our partners, the risks relating to product development, regulatory clearance, authorization or approval and commercialization apply to us derivatively through the activities of our partners. There can be no assurance that our partners will successfully develop, secure marketing approvals for and commercialize any drug or therapeutic candidates discovered or produced with our instruments. As a result, we may not realize the intended

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benefits of our partnerships. Since2017,we We have entered into 15 19 SPLs SPL partnerships resulting in a growing number of clinical milestone payments, but we have not yet had a licensed program receive regulatory marketing approval.

Due to the uncertain, time-consuming and costly clinical development and regulatory approval process, our partners may not successfully develop any drug or therapeutic candidates with our platform, or our partners may choose to discontinue the development of these drug candidates for a variety of reasons, including due to safety, risk versus benefit profile, exclusivity, competitive landscape, manufacturing challenges, commercialization potential, production limitations or prioritization of their resources. For product candidates of the type expected to be developed using our technology, there is the potential they could create a safety risk to patients and can also limit

product efficacy. It is possible that none of these drug or therapeutic candidates will ever receive regulatory approval and, even if approved, such drug candidates may never be successfully commercialized resulting in clinical progress milestones and commercial sales-based payments not being earned.

Regulatory authorities have substantial discretion in the review and approval process and may refuse to accept any application or may decide that our partners' data are insufficient to support progression to further stages of pre-clinical preclinical or clinical development or for marketing approval and require additional preclinical, clinical or other studies. The number and types of pre-clinical preclinical studies and clinical trials that will be required for regulatory approval also varies depending on the product candidate (including cell therapies, for which development is inherently challenging), the disease or condition that the product candidate is designed to address, and the regulations applicable to any particular product candidate. Application of the legal and regulatory standards for approval, and the type and amount of clinical data and data supporting Chemistry, Manufacturing chemistry, manufacturing and Control control necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. It is possible that any product candidates our partners may seek to develop in the future will never obtain the appropriate, necessary regulatory approvals.

In addition, even if these drug or therapeutic candidates receive regulatory approval in the United States, our partners may never obtain approval or commercialize such drugs them outside of the United States, which would limit their full market potential and therefore our ability to realize their potential downstream value. Furthermore, approved drugs

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or therapeutics may not achieve broad market acceptance among physicians, patients, the medical community and third-party payors, in which case revenue generated from their sales would be limited. Third-party payers may opt to implement efficacy-based payment mechanisms over a multi-year period, which could impact potential product sales in any given year. Likewise, our partners have to make decisions about which clinical stage and pre-clinical preclinical drug and therapeutic candidates to develop and advance, and our partners may not have the resources to invest in all of the drug or therapeutic candidates that are produced using our platform, or clinical data and other development considerations may not support the advancement of one or more drug candidates developed using our platform. Decision-making about which drug or therapeutic candidates to prioritize involves inherent uncertainty, and our partners' development program decision-making and resource prioritization decisions, which are outside of our control, may adversely affect the potential value of those partnerships. Additionally, subject to its contractual obligations to us, if one or more of our partners is involved in a business combination, the partner might deemphasize or terminate the development or commercialization of any drug or therapeutic candidate that utilizes our platform. If one of our SPL customers terminates its agreement with us, we may find it more difficult to attract new partners.

Our partners, and therefore our potential financial outcomes under our agreements, are also subject to inherent industry-wide FDA and other regulatory risk. The number of new drug applications and biologics license applications approved by the FDA varies significantly over time and if there were to be an extended reduction in the number of new drug applications and biologics license applications approved by the FDA, the industry would contract and our business would be materially harmed. Furthermore, regulatory agencies may introduce new submission requirements or implement new regulations for cell and gene therapies which could result in extended timelines for our partners, creating uncertainty or delays in achieving milestones. Such delays in these milestones will materially affect our ability to forecast and receive milestone payments outlined in our license agreements.

Our partners' failure to effectively advance, market and sell suitable drug and therapeutic candidates developed using our platform could have a material adverse effect on our business, financial condition, results of operations and

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prospects, and cause the market price of our common stock to decline. In addition to the inherent uncertainty in drug development addressed above, our ability to forecast our future revenues may be limited.

In recent periods, we have depended on a limited number of partners for our revenue, the loss of any of which could have an adverse impact on our business.

For the year ended December 31, 2021 December 31, 2022, one cell therapy company with which we have entered into an SPL partnership accounted for 21% 23% of our total revenue, and our six largest such customers accounted for an aggregate of approximately 40% of our total revenue for the year through a combination of instrument license fees, milestones realized and processing assembly revenue. These partnerships cover a large number of programs under contract, and therefore represent a large portion of potential downstream value. In addition, our partnership agreements are typically terminable at will. As a result, if we fail to maintain our relationships with our partners or if any of our partners discontinue their programs or transition to alternative cell engineering technologies, our future results of operations could be materially and adversely affected.

Similarly, in recent periods, a An increasing portion of our revenue has been is derived from milestone payments from a limited number of our SPL customers. Accordingly, we are may be more dependent on the success of a limited number of our customers' programs than we would be if our revenue was derived more broadly from many customer contracts. The loss of any of our large customers, or significant delays or discontinuations in our customers' programs, would have an adverse effect on our ability to generate revenue.

Our customers' products or product candidates may cause undesirable side effects or have other properties that could delay or prevent their regulatory approval, limit their commercial potential or result in significant negative consequences following any potential marketing approval, which could cause our future results of operations to be materially and adversely affected.

Serious adverse events or undesirable side effects caused by our customers' products or product candidates could cause regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the

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delay or denial of regulatory approval by the FDA, the European Medicines Agency or other authorities. Results of our customers' clinical trials could reveal a high and unacceptable severity and prevalence of side effects, toxicities or unexpected characteristics, including death.

If unacceptable side effects or deaths arise in the development of our customers' product candidates, the Institutional Review Boards at the institutions in which their studies are conducted, the FDA or any comparable foreign regulatory authority could suspend or terminate our customers' clinical trials or the FDA or other regulatory authorities could order them to cease clinical trials or deny approval of their product candidates for any or all targeted indications. Undesirable side effects or deaths in clinical trials with our customers' product candidates may cause the FDA or comparable foreign regulatory authorities to place a clinical hold on the associated clinical trials, to require additional studies or otherwise, to delay or deny approval of our customers' product candidates for any or all targeted indications. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trial or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff. Any of these occurrences could negatively impact the availability of capital for the broader cell therapy development market, reduce the demand for our products and harm our business, financial condition and prospects significantly.

We may continue to pursue collaborations or licensing arrangements, joint ventures, strategic alliances, partnerships or other strategic investment or arrangements, which may fail to produce anticipated benefits and adversely affect our operations.

We may continue to pursue opportunities for collaboration, out-license, joint ventures, acquisitions of products, assets or technology, strategic alliances or partnerships that we believe would advance our development. We may consider pursuing growth through the acquisition of technology, assets or other businesses that may enable us to enhance our technologies and capabilities. Proposing, negotiating and implementing these opportunities may be a lengthy and complex process. Other companies, including those with substantially greater financial, marketing, technology or other business resources, may compete with us for these opportunities or arrangements. We may not be able to identify, secure or

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complete any such transactions or arrangements in a timely manner, on a cost-effective basis on acceptable terms or at all.

We have limited experience with respect to these business development activities. Management and integration of a licensing arrangement, collaboration, joint venture or other strategic arrangement may disrupt our current operations, decrease our profitability, result in significant expenses or divert management resources that otherwise would be available for our existing business. We may not realize the anticipated benefits of any such transaction or arrangement.

Furthermore, partners, collaborators or other parties to such transactions or arrangements may fail to fully perform their obligations or meet our expectations or cooperate with us satisfactorily for various reasons and subject us to potential risks, including the following:

- Partners, collaborators or other parties have significant discretion in determining the efforts and resources that they will apply to a transaction or arrangement;
- Partners, collaborators or other parties could independently develop, or develop with third parties, services and products that compete directly or indirectly with our product candidates;
- Partners, collaborators or other parties may stop, delay or discontinue clinical trials as well as repeat clinical trials or conduct new clinical trials by using our intellectual property or proprietary information;
- Partners, collaborators or other parties may not properly maintain or defend our intellectual property rights or may use our intellectual property or proprietary information in a way that gives rise to actual or threatened litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential liabilities;

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- Disputes may arise between us and partners, collaborators or other parties that cause the delay or termination of the research, development or commercialization of our product candidates, or that result in costly litigation or arbitration that diverts management's attention and resources;
- Partners, collaborators or other parties may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable services and products; and
- Partners, collaborators or other parties may own or co-own intellectual properties covering our product candidates that results from our collaborating with them, and in such cases, we would not have the exclusive right to commercialize such intellectual properties.

Any such transactions or arrangements may also require actions, consents, approval, waiver, participation or involvement of various degrees from third parties, such as regulators, government authorities, creditors, licensors or licensees, related individuals, suppliers, distributors, shareholders or other stakeholders or interested parties. There is no assurance that such third parties will be cooperative as we desire, or at all, in which case we may be unable to carry out the relevant transactions or arrangements.

We may engage in future acquisitions that could disrupt our business, cause dilution to our stockholders and harm our financial condition and operating results.

In the future, we may acquire companies, assets or technologies in an effort to complement our existing offerings to enhance our market position. We have not made any acquisitions to date and we currently have no plans, proposals or arrangements with respect to any acquisition. Should we choose to pursue an acquisition in the future, we may not be able to find suitable acquisition candidates and we may

not be able to complete acquisitions on favorable terms, if at all. Any future acquisitions we make could subject us to a number of risks, including:

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- Purchase price prices we pay could significantly deplete our cash reserves, impair our future operating flexibility or result in dilution to our existing stockholders;
- We may find that the acquired company, assets or technology does not further improve our financial and strategic position as planned;
- We may find that we overpaid for the company, asset or technology, or that the economic conditions underlying our acquisition have changed;
- We may have difficulty integrating the operations and personnel of the acquired company;
- We may have difficulty retaining the employees with the technical skills needed to enhance and provide services with respect to the acquired assets or technologies;
- Acquisition Acquisitions may be viewed negatively by customers, financial markets, or investors;
- We may have difficulty incorporating the acquired technologies or products with our existing products;
- We may encounter difficulty entering and competing in new product or geographic markets;
- We may encounter a competitive response, including price competition or intellectual property litigation;
- We may have product liability, customer liability or intellectual property liability associated with the sale of the acquired company's products;
- We may be subject to litigation by terminated employees or third parties;

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- We may incur debt and restructuring charges;
- We may acquire goodwill and other intangible assets that are subject to impairment tests, which could result in future impairment charges;
- Our ongoing business and management's attention may be disrupted or diverted by transition or integration issues and the complexity of managing geographically or culturally diverse enterprises; and
- Our due diligence process may fail to identify significant existing issues with the target company's product quality, product architecture, financial disclosures, accounting practices, internal controls, legal contingencies, intellectual property and other matters.

Any acquisitions Acquisitions may not generate sufficient revenue to offset the associated costs of the transactions or may result in other adverse effects, which could have a material adverse effect on our business, operating results, and financial condition. In addition, negotiations for acquisitions, collaborations or investments that are not ultimately consummated could result in significant diversion of management time, as well as substantial out-of-pocket costs, any of which could have a material adverse effect on our business, operating results and financial condition.

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Risks Related to the Supply and Manufacturing of Our Products

We depend on continued supply of high-quality components and raw materials for our ExPERT instruments and PAs from third-party suppliers, and if shortages of these components or raw materials arise, we may not be able to secure enough components to build new products to meet customer demand or we may be forced to pay higher prices for these components.

We rely on a limited number of suppliers for certain key components utilized in the assembly of our ExPERT instruments and manufacture of our PAs and buffer, and in some cases, such as certain instrument components, for example CPU chips or PA electrodes, we rely on a single supplier for a particular component, subassembly or consumable. Approximately 33% 34% of our inventory held at December 31, 2021, December 31, 2022 was purchased from one supplier. Although in many cases we use standard components in our products, in some cases, components may only be purchased from a limited number of suppliers or a single supplier. Identifying and qualifying alternate sources may take time and involve additional expense, and there is no guarantee that current suppliers or alternate sources will timely deliver materials that meet our needs. If our customers experience a shortage or delay in delivery of our ExPERT instruments, PAs or buffers our business could be materially and adversely impacted.

Neither we nor our contract manufacturers enter into long-term supply contracts for these components, and none of our third-party suppliers is obligated to supply products to us for any specific period or in any specific quantities, except as may be provided for in submitted and accepted purchase orders. We are not a major customer of many of our suppliers, and these suppliers may therefore give other customers' needs higher priority than ours. Our industry has experienced component shortages and delivery delays in the past, and we may experience shortages or delays of critical components in the future as a result of strong demand in the industry, high demand in unrelated industries such as shortages of electronic components due to digitization in the automotive industry, or other factors. Many of the other components required to build our ExPERT instruments are also occasionally in short supply. Global supply chain constraints during 2021 and 2022 have resulted in some of our suppliers having to prioritize certain customers. While we seek to maintain priority with our suppliers and have not experienced significant delays to date, there can be no guarantee that we will not experience shortages as a result of supply chain issues. In addition, the current armed conflict between Russia and Ukraine, geopolitical tensions, and sanctions imposed in response thereto, may create new supply chain issues or exacerbate current supply chain challenges. If shortages or delays arise, we may not be able to timely secure enough components at reasonable prices or of acceptable quality to build new products, resulting in an inability to meet customer demand or our own operating goals, which could adversely affect our customer relationships, business, operating results and financial condition.

Many of the components that we use are part of the global supply chain and may be manufactured overseas. Therefore, our access to, or ability to acquire, components may be impacted by trade disputes or importation restrictions

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resulting from such trade disputes between governments. These disputes may result in increased tariffs, duties or taxes that will increase the cost of the components and we may have to increase the price of our products, or incur an impact on our margins, both of which can materially affect customer demand and resulting revenues.

Additionally, damage to a manufacturing facility or other property of any of our suppliers or their distribution channels due to fire, flood or other natural disaster or casualty event may have a material adverse effect on our business, financial condition and results of operations.

We have limited experience manufacturing our PAs and if we move manufacturing of ourPAs in-houseinthefutureandaremay be unable to manufacture ourPAsin high-quality commercial quantities successfully and consistently to meet demand, which could limit our growth will belimited. growth.

We have limited experience manufacturing our products.Wedonotcurrently products and only began to manufacture our PAs in-house but may choose to do so in the future. 2022. To manufacture our PAs in the quantities that we believe will be required to meet the currently anticipated market demand, we will need to increase manufacturing capacity, which will involve significant challenges and may require additional quality controls. We may not successfully complete any required increase to existing manufacturing capacity in a timely manner, or at all.

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If there is a disruption to our manufacturing operations or inventory management, we will may have limited or no other means of producing our products until we resolve such issues with our manufacturing facilities, develop alternative manufacturing facilities or contract with third-party manufacturers capable of producing our PAs. products. Additionally, any damage to or destruction of our manufacturing facilities and/or inventory or equipment may significantly impair our ability to supply PAs on a timely basis. There may also be unforeseen occurrences that increase our costs, such as increased prices of the components of our PAs, changes to labor costs or less favorable terms with third-party suppliers. There can be no assurance that we will not encounter such problems in the future.

If we are unable to manufacture PAs consistently and in sufficient quantities to meet anticipated customer demand, our business, financial condition, results of operations and prospects would be harmed. If we choose to scale the commercial production of our PA and increase our manufacturing capacity, we may encounter quality issues that could result in product defects, errors or recalls. Manufacturing delays related to quality control could negatively impact our ability to bring our PAs to market, harm our reputation and decrease our revenue. Any defects, errors or recalls could be expensive and generate negative publicity, which could impair our ability to market or sell our PAs, products, and adversely affect our results of operations. Our inability, or that of our suppliers, to find and retain the necessary qualified employees to achieve our manufacturing goals would also negatively impact our ability to meet customer needs.

In addition, Historically we have historically sourced and for the foreseeable future will continue to source components for our PAs from a limited number of manufacturers and, in some cases, sole source manufacturers. In 2022, we also began manufacturing PAs in our own facilities, however, we expect to continue to outsource a portion of the manufacturing of PAs for the foreseeable future. With respect to our PA manufacturers, we are neither a major customer, nor do we have long-term supply contracts. These manufacturers may therefore give other customers' needs higher priority than ours, and we may not be able to obtain adequate supply in a timely manner or on commercially reasonable terms. While we are in the process of qualifying additional manufacturers, qualifications Qualifying new suppliers may be required from time to time and qualification can take many months. If we were to lose one or more of our sole or single source manufacturers and or suppliers, it would take significant time and effort to qualify alternative suppliers, if available. Moreover, in the event that we transition to a new manufacturer, particularly from any of our singlesourcemanufacturers,doingsocouldbetime-consumingandexpensive,mayresultininterruptions in our ability to supply our products to the market and could affect the performance of our PAs, resultinginincreasedcostsandnegativecustomerperceptionandcould have amaterialadverseeffect on our business, financial condition and results ofoperations.

Our results of operations will be harmed if we are unable to accurately forecast customer demand for our products and manage our inventory.

To ensure adequate supply of our instruments, PAs and other products, we must forecast the inventory needs of our current and prospective customers and manufacture our products based on our estimates of future demand. Our ability to accurately forecast demand for our products could be negatively affected by many factors, many of which are beyond

our control, including our failure to accurately manage our expansion strategy, product introductions or failures by competitors, an increase or decrease in customer demand for our products or for products of our competitors, the availability of capital for our customers, our failure to accurately forecast the success of our customers' therapeutic products, market acceptance of new products, changes in general market conditions, including as a resultoftheCOVID-19pandemic,seasonal demands, regulatory matters or strengthening or weakening of general economic conditions.

We seek to maintain sufficient levels of inventory of our instruments and other products to protect ourselves from supply interruptions. We rely in part on our commercial team and distributors to supply forecasts of anticipated product orders in their respective territories. If we fail to accurately estimate customer demand for our products, our inventory forecasts may be inaccurate, resulting in shortages or excesses of inventory. Inventory levels in excess of customer demand may result in inventory write-downs or write-offs, which could negatively impact our business, prospects, financial condition and results of operations. Conversely, if we underestimate customer demand for our products, we may not be able to deliver products in a timely manner or at all, and this could result in reduced revenue and damage to our reputation and customer relationships. In addition, if we experience a significant increase in demand, we may not have adequate manufacturing capacity to meet such demand, and additional supplies may not be available when required on terms that are acceptable to us, or at all, or suppliers may not be able to allocate sufficient capacity in order to meet our increased

requirements, all of which would negatively affect our business, financial condition and results of operations. If we are unable to meet customer demand, we could lose our existing customers or lose our ability to acquire new customers, which would also negatively impact our business, financial condition and the results of operations.

Risks Related to Our Product Sales

Our future success depends on our ability to develop and successfully introduce new and enhanced products that meet the needs of our customers.

Our offerings include products such as instruments, single-use disposables and the provision of support services to our customers with the goal of supporting the advancement of our customers' cell-therapies and/or drug discovery activities. We aim to collectively provide our customers with a single, integrated platform to discover, develop and manufacture safer, more targeted and increasingly complex cell-based therapies, designed for integration into customers' current good manufacturing practices environments. We cannot guarantee that the market for our current products will continue to generate significant or consistent demand. Demand for our current products could be significantly diminished by competitive technologies or products that replace them or render them obsolete or less desirable. Accordingly, we must continue to invest in research and development to develop competitive products. Restrictions resulting from the COVID-19 pandemic have previously had a negative impact on the work of some of our, and our customers', research and development programs due to limitations on in-person lab work.

Our future success depends on our ability to anticipate our customers' needs and develop new products and enhance current products to address those needs. Introduction of new products and product enhancements will require that we effectively transfer production processes from research and development to manufacturing and coordinate our efforts with those of our suppliers to achieve the desired level of production. If we fail to transfer production processes effectively, develop product enhancements or introduce new products or enabling services in sufficient quantities to meet the needs of our customers, or effectively coordinate with our suppliers, our sales may be reduced and our business would be harmed.

The commercial success of all of our products will depend upon their acceptance by the life science and biopharmaceutical industries. Some of the products that we are developing are based upon new technologies or approaches. As a result, there can be no assurance that

these new products, even if successfully developed and introduced, will be accepted by customers. If customers do not adopt our new products, services and technologies, our results of operations may suffer and, as a result, the market price of our common stock may decline.

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If we are unable to successfully develop new products, adapt to rapid and significant technological change, respond to introductions of new products by competitors, make strategic and operational decisions to prioritize certain markets, technology offerings or partnerships, and develop and capitalize on markets, technologies or partnerships, our business could suffer.

We currently sell and license our products primarily in the cell therapy market, which is characterized by significant enhancements and evolving industry and regulatory standards and a high degree of regulatory scrutiny. As a result, our customers' needs are rapidly evolving. If we do not appropriately innovate and offer our customers comprehensive solutions and otherwise invest in new technologies, our offerings may become less desirable in the markets we serve, and our customers could move to new technologies offered by our competitors or make products themselves. Without the timely introduction of new instruments, single-use disposables software, services, enhancements and new product integrations with electroporation, our offerings may become less competitive over time, in which case our competitive position and operating results could suffer. Accordingly, we focus significant efforts and resources on the development and identification of new products and applications to further drive adoption of our platform. To the extent we fail to timely introduce new and innovative products, offer enhancements to our existing products, adequately predict our customers' needs or fail to obtain desired levels of market acceptance, our business may suffer and our operating results could be adversely affected.

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We believe our products have potential applications across a wide range of markets and we have targeted certain markets in which we believe our technology has significant advantages, or for which we believe we have a higher probability of success or significant revenue opportunity. For example, we are committed to developing our platform's applications within the life sciences market, including research, discovery, development, and manufacturing of next-generation autologous and allogeneic cell-based therapeutics, as well as drug discovery, including protein production for biological therapeutics, viral vectors, vaccines and for the discovery of small molecule drugs. We seek to maintain a process of prioritization and resource allocation among our programs to maintain a balance between advancing near-term opportunities and exploring additional markets and uses for our technology. However, due to the significant resources required for the development of applications data for our products or services for new markets, we must make decisions on which markets to pursue and the amount of resources to allocate to each. Our decisions concerning the allocation of research, development, collaboration, management and financial resources toward particular markets, products or services may not lead to the development of any viable products or services and may divert resources away from better opportunities. Similarly, our potential decisions to delay, terminate or collaborate with third parties in respect of certain markets may subsequently also prove to be suboptimal and could cause us to miss valuable opportunities. In particular, if we are unable to successfully achieve on-going adoption of our electroporation platform technology, it could slow or stop our business growth and negatively impact our business, financial condition, results of operations and prospects.

New product development involves a lengthy and complex process and we may be unable to develop or commercialize products on a timely basis, or at all.

Products from our research and development programs will take time and considerable resources to develop, and may include improvements or changes to our current products, and we may not be able to complete development and commercialization of new or

enhanced products on a timely basis, or at all. There can be no assurance that our research and development efforts will produce commercially viable products and solutions and before we can commercialize any new products, we will need to expend significant funds in order to, for example:

- Conduct conduct substantial research and development;
- In in some cases, obtain necessary regulatory clearance or approval;
- Further further develop and scale our laboratory, engineering and manufacturing processes to accommodate different products;
- Source source and enter into agreements with new suppliers and manufacturers; and

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- Further further develop and scale our infrastructure.

Our product development processes involve a high degree of risk, and these efforts may be delayed or fail for many reasons, including failure of the product to perform as expected and failure to reliably demonstrate the advantages of the product.

Even if we are successful in developing new products, it will require us to make significant additional investments in marketing and selling resources to commercialize any such products. As a result, we may be unsuccessful in commercializing new products that we develop, which could adversely affect our business, financial condition, results of operations and prospects.

Our systems are complex in design and may contain defects that are not detected until deployed by our customers, which could harm our reputation, increase our costs and reduce oursales. If our products do not perform as expected or the reliability of the technology on which our products are based is questioned, our operating results, reputation and business will suffer.

Our success depends on our ability to provide reliable, high-quality products that enable high performance cell engineering through flexible, efficient and cost-effective solutions. Our systems are complex in design and involve a

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highly complex and precise manufacturing process. As a result of the technological complexity of our systems, changes in our suppliers' manufacturing processes or the inadvertent use of defective materials by us or our suppliers could result in a product recall, or an adverse effect on our ability to achieve acceptable manufacturing quality and product reliability. To the extent that we do not achieve and maintain our projected quality or product reliability, our reputation, business, operating results, financial condition and customer relationships would be adversely affected.

Our customers may discover defects in our products after the products have been fully installed and operated. In addition, some of our products include components from other vendors, which may contain defects. As a result, should problems occur, it may be difficult to identify the source of the problem. If we are unable to identify and fix defects or other problems, we could experience, among other things:

- Product product recalls and replacement costs;
- Loss loss of customers ororders;
- Damage damage to our brand reputation;

- Failure failure to attract new customers;
- Diversion diversion of development, engineering and manufacturing resources;
- Regulatory regulatory actions by governmental authorities; and
- Legal legal actions by our customers.

We believe that customers in our target markets are likely to be particularly sensitive to product defects and errors. Our reputation and the image of our products, services and technologies in our target markets may be impaired if our products or services fail to perform as expected. If our products do not perform, or are perceived to not have performed, as expected or favorably in comparison to competitive products, our operating results, reputation and business will suffer, and we may also be subject to legal claims arising from product limitations, errors, or inaccuracies. Any of the foregoing could have an adverse effect on our business, financial condition and results of operations.

Although our products are tested in accordance with industry standards prior to shipment, defects or errors could nonetheless occur. For example, our instruments or PAs could fail or our partners could use our technology improperly and blame a failure on our systems, resulting in customer complaints and significant resources dedicated to finding the

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cause of the failure and/or developing a solution. Our operating results depend on our ability to execute and, when necessary, improve our quality management strategy and systems and our ability to effectively train and maintain our employees with respect to quality management. A failure of our quality control systems could result in problems with facility operations or preparation or provision of products. In each case, such problems could arise for a variety of reasons, including equipment malfunction, failure to follow specific protocols and procedures, problems with raw materials or environmental factors and damage to, or loss of, manufacturing operations.

We provide a standard one-year warranty on sold instruments. Existing and future warranties place us at the risk of incurring future repair and/or replacement costs. Since a large portion of our revenue is derived from sales of our PAs, which can only be used when our instruments are functioning, if our instruments fail to function and our customers choose to use alternative cell engineering methods our financial condition and results of operations would suffer. In addition, even after any underlying concerns or problems are resolved, any lingering concerns in our target markets regarding our technology or any manufacturing defects or performance errors, either actual or simply perceived, in our products or services could continue to result in lost revenue, delayed market acceptance, damage to our reputation and claims against us.

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If we are unable to successfully expand our commercial operations, including hiring additional qualified sales representatives, application scientists, engineers, scientific personnel and customer support staff, our business may be adversely affected.

Our future sales will depend, in large part, on our ability to develop and substantially expand our sales and applications scientist infrastructure, particularly as we enter into new markets, rollout new products and platforms and manage inbound interest from new customers. We sell our products through our direct sales force and field application scientists located in North America, the United Kingdom and Europe, and have field application scientists located in the Asia-Pacific region where sales are currently managed by distributors. Our sales and marketing efforts are targeted at pharmaceutical and biotechnology companies and academic institutions focused on cell engineering and drug discovery. To continue driving adoption of our products and to support our global brand, we will need to further expand our field

sales and application scientist infrastructure by hiring additional, highly qualified sales representatives, field application scientists, engineers and scientific personnel and customer support staff, in addition to increasing our marketing efforts.

Identifying and recruiting qualified personnel globally with sufficient industry experience and training them requires significant time, expense and attention. If we provide inadequate training, fail to increase our sales and marketing capabilities or fail to develop broad brand awareness in our target markets in a cost-effective manner, our business may be harmed. In addition, if our efforts to expand do not generate a corresponding increase in revenue or result in a decrease in our operating margin, our financial results will be adversely impacted. If we are unable to hire, develop and retain talented sales personnel or if new sales personnel are unable to achieve desired productivity levels in a reasonable period of time, we may not be able to realize the expected benefits of this investment or increase our revenue.

Additionally, our highly specialized application scientists and scientific personnel work closely with researchers, clinicians and current and prospective customers to optimize and implement cell engineering methods, processes and applications to meet their specific needs. Hiring these highly skilled application scientists and scientific personnel is competitive due to the limited number of people available with the necessary scientific and technical backgrounds and ability to understand our products at a technical level, and training such individuals requires significant time, expense and attention. Furthermore, we face intense competition in the labor market for such highly skilled specialists from competitors in our industry, our customers and companies in other industries, particularly because of the recent rapid growth in the cell therapy field. To effectively support current and potential customers, we will need to hire, maintain, train and grow globally the number of our applications scientists and add to our customer support staff. If we are unable to maintain, attract, train or retain the number of qualified support personnel that our business needs, our business and prospects will suffer.

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If we are unable to expand or leverage the number of peer-reviewed articles published using data generated through the use of our products or otherwise increase brand awareness in our target markets, the demand for our products and our business may be adversely affected.

We rely on a significant base of peer-reviewed publications to showcase and validate the application of our technology in academic and clinical research settings. To date, there have been multiple peer-reviewed articles published, including in prominent journals, using data generated through the use of our technology across a wide range of key scientific research areas, including research, discovery, development and manufacturing of next-generation, cell-based therapeutics, as well as drug discovery including protein production for biological therapeutics, viral vectors, vaccines and small molecule discovery. We believe that expanding the number and breadth of these publications, and otherwise developing and maintaining awareness of our brand in our target markets in a cost-effective, manner is critical to achieving broad acceptance of our products and attracting new customers. Such publications and other brand promotion activities may not generate customer awareness or increase revenue and, even if they do, any increase in revenue may not offset the costs and expenses we incur in building our brand. If we fail to successfully promote, maintain and protect our brand, we may fail to attract or retain the customers necessary to realize a sufficient return on our brand-building efforts, or to achieve the reputation and widespread brand awareness that is critical for broad customer adoption of our products.

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Risks Related to Our Regulatory Environment and Our Industry

Our FDA Master File, and equivalent Technical Files in foreign jurisdictions, are an important part of our strategic offering which allows our partners to expedite their cellular therapies into and through the clinic. Delays in filing or obtaining (as applicable in a given jurisdiction), or our inability to obtain or retain, acceptance of such filings in individual countries could negatively impact the progress of our partners if they intend to run clinical trials in such countries, and as a result, could negatively affect our reputation and revenues or require disclosure of confidential information to our partners. Further, changes that we are required to make from time to time, or changes to regulations or negative data or adverse events for our partners, could impact references to our FDA Master File and Technical Files by our partners.

Providing our customers with an established regulatory path for use of our technology in the development of their therapeutics is an important value we provide to our customers. We have established and maintained an FDA Master File and equivalent Technical Files in certain other countries to provide that regulatory path. We may be unable in a timely manner, or at all, to provide similar filings in all countries where our customers desire to perform clinical trials, and regulators may refuse to accept such filings or may change their approach to such filings in a manner that weakens our ability to support our customers. If regulators at any point find that such filings have not been sufficiently maintained or are insufficient to support clinical trials or drug approvals, as a result we may need to disclose confidential information to our partners to allow them to include such information in their filings.

In addition, while we believe our FDA Master File and equivalent Technical Files have the potential to create certain efficiencies and reduce certain regulatory development risks for our customers, there is no guarantee that referencing our FDA Master File or Technical File, as applicable, will result in success in customers' submissions seeking authorization for clinical trials or marketing authorization. We cannot be certain that the FDA or foreign regulators will not require audits of and information on our ExPERT systems used in the clinic as our partners advance their cellular therapies from preclinical through clinical development toward marketing approval. Such additional information requests and audits of our facilities could result in delays in the development and potential regulatory approval of our partners' cellular therapy product candidates, affecting timing of milestone payments and our future ability to enter into new SPL agreements. Failure to adequately respond to any such regulatory requests could result in the regulator preventing our electroporation system from being utilized for a partner's cellular therapy. This could result in our partners not utilizing our ExPERT system for their other clinical programs and negatively impact our ability to enter into partnership agreements with other cellular therapy developers.

Changes in tariffs or other government trade policies may materially adversely affect our business and results of operations, including by reducing demand for our products.

The imposition of tariffs and trade restrictions as a result of international trade disputes or changes in trade policies may adversely affect our sales and profitability. For example, in2018and2019, recent years, the U.S. government imposed and proposed, among other actions, new or higher tariffs on specified imported products originating from China in response to what it characterized as unfair trade practices, and China responded by imposing and proposing new or higher tariffs on specified U.S. products. There can be no assurance that a broader trade agreement will be successfully negotiated between the United States and China to reduce or eliminate these tariffs. These tariffs, and the related geopolitical uncertainty between the United States and China, may cause decreased demand for our products or increase cost of components used in our products, which could have a material adverse effect on our business and results of operations. For example, certain of our foreign customers may respond to the imposition of tariffs or threat of tariffs on products we produce by delaying purchase orders or purchasing products from our competitors. Ongoing international trade disputes and changes in trade policies could also impact economic activity and lead to a general contraction of customer demand. In addition, tariffs on components that we may import from China or other nations will adversely affect our profitability unless we are able to exclude such components from the tariffs or we raise prices for our products, which may result in our products becoming less attractive relative to products offered by our competitors. Future actions or escalations by either the United States or China that affect trade relations may also negatively affect our business, or that of our suppliers or customers,

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and we cannot provide any assurances as to whether such actions will occur or the form that they may take. To the extent that our sales or profitability are negatively affected by any such tariffs or other trade actions, our business and results of operations may be materially adversely affected.

We are subject to governmental export controls that could impair our ability to compete in international markets due to licensing requirements and subject us to liability if we are not in compliance with applicable laws.

Exports of our products are subject to export controls and sanctions laws and regulations imposed by the U.S. government and administered by the U.S. Departments of State, Commerce and Treasury. U.S. export control laws may require a license or other authorization to export products to certain destinations and end users. In addition, U.S. economic sanctions laws include restrictions or prohibitions on the sale or supply of certain products to U.S. embargoed or sanctioned countries, governments, persons and entities. Obtaining export licenses can be difficult, costly and time-consuming and we may not always be successful in obtaining necessary export licenses, and our failure to obtain required export approval for our products or limitations on our ability to export or sell our products imposed by export

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control or sanctions laws may harm our revenues and adversely affect our business, financial condition, and results of operations. Noncompliance with these laws could have negative consequences, including government investigations, penalties and reputational harm.

We are subject to stringent and changing U.S. and foreign laws, regulations, rules, contractual obligations, policies and other obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation; disruptions of our business operations; significant fines and penalties; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse business consequences.

In the ordinary course of business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, process) personal data information and other sensitive data, information, including proprietary and confidential business data, trade secrets, intellectual property, data previously collected data about clinical trial participants, (company does not currently collect trial participant data) in connection with clinical trials that concluded in 2021, anonymized blood cell data, and sensitive third-party data collected under confidentiality agreements with our customers and potential customers, which may include including scientific protocols and plans. plans (collectively, sensitive information). Our data processing activities subject us to numerous data privacy and security obligations, such as various laws, regulations, guidance, industry standards, external and internal privacy and security policies, contracts, contractual requirements, and other obligations that govern the processing of personal data by us and on our behalf. The regulatory framework for the collection, use, safeguarding, retention, disclosure, transfer and other processing of personal data worldwide is rapidly evolving and is likely to remain uncertain for the foreseeable future. We may be subject to numerous federal, state, local and foreign laws, regulations, rules and standards, as well as associated industry standards, policies and contractual or other obligations, relating to the collection, use, retention, security, disclosure, transfer and other processing of personal data information in the jurisdictions in which we operate, collectively, Data Protection Requirements. operate.

In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data information privacy laws, and consumer protection laws. laws (e.g., Section 5 of the Federal Trade Commission Act), and other similar laws (e.g., wiretapping laws). For example, the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), HITECH, imposes specific requirements relating to the privacy, security, and transmission of individually identifiable health information. In addition, the California Consumer Privacy Act CCPA applies to personal information of 2018 ("CCPA") imposes obligations on consumers, business representatives, and employees, and requires businesses to which it applies. These obligations include, but are not limited to, providing provide specific disclosures in privacy notices and affording honor requests of California residents to exercise certain rights related to their personal data. information. The CCPA allows for statutory fines for noncompliance (up to $7,500 per violation). and allows private litigants affected by certain data breaches to recover significant statutory damages. Although the CCPA exempts some data processed in the context of clinical trials, the CCPA increases compliance costs and potential liability with respect to other personal information we maintain about California residents. In addition, it is anticipated that the California Privacy Rights Act of 2020 ("CPRA"), effective January 1, 2023, will expand the CCPA. For example, the CPRA, establishes expanded the CCPA's requirements, including by adding a new right for individuals to correct their personal information and establishing a new regulatory agency, the California Privacy Protection Agency, to implement and enforce the CPRA, law, which could increase the risk of an enforcement action. enforcement. Other states, such as Virginia, Colorado, Connecticut and Utah, have enacted data privacy laws. For example, Virginia passed the Consumer Data Protection Act, and Colorado passed

the Colorado Privacy Act, both of which differ from the CPRA and become effective in 2023. If we become subject to new comprehensive data privacy laws, at the state level, the risk of enforcement action against us could increase because we may become subject to additional obligations, and the number of individuals or entities that can initiate actions against us may increase (including individuals, via a private right of action, and state actors). Data privacy and security similar laws have been proposed in several other states, as well as at the federal, state, and local levels — while some of these also exempt data processed in recent years, which the context of clinical trials, these data privacy laws could nonetheless further complicate compliance efforts. efforts.

Outside the United States, an increasing number of laws, regulations, and industry standards apply to data privacy and security. For example, the EU and GDPR, the UK GDPR, and China's Personal Information Protection Law ("PIPL") impose strict requirements for processing the personal data of individuals. information. Under the EU and UK GDPR, government regulators

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may impose temporary or definitive bans on data processing as well as and other corrective actions; fines of up to €20 million /£ (£17.5 million under the UK GDPR) or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher. Further, individuals may initiate higher; or private litigation related to our the processing of personal information brought by classes of data subjects or consumer protection organizations authorized at law to represent their personal data.

incidents. Furthermore, the EU GDPR provides that EEA Member States may introduce specific requirements related to the processing of "special categories of personal data," including personal data information related to health and genetic information, which we may process in connection with clinical trials or otherwise. In the United Kingdom, the UK Data Protection Act 2018 complements the UK GDPR in this regard. This fact may lead to greater divergence on the law that applies to the processing of such personal data information across the EEA and/or United Kingdom, which may increase our costs and overall compliance risk. We also target customers in Asia and have operations, distributors, contractors or employees located or

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active in Asian countries including, but not limited to China, Japan, India, Korea, Australia, and South Korea and are subject to new and emerging data privacy regimes in Asia, including China's Personal Information Protection Law, Japan's Act on the Protection of Personal Information, and Singapore's Personal Data Protection Act.

Certain In the ordinary course of business, we may transfer personal information from Europe and other jurisdictions to the United States or other countries. Europe and other jurisdictions have enacted data localization laws and cross-border personal data information transfer laws. For example, the EU GDPR generally restricts EEA and the United Kingdom have significantly restricted the transfers of personal data from Europe, including the EEA, the United Kingdom and Switzerland, information, to the United States and most other countries which the European Commission does not consider whose privacy laws they believe are inadequate. Although there are currently various mechanisms that may be used to provide an adequate level of data privacy and security. The European Commission released a set of "Standard Contractual Clauses" that are designed to be a valid mechanism by which entities can legally transfer personal data out of information from the EEA and United Kingdom to jurisdictions that the European Commission has not found to provide an adequate level of protection. Currently, these Standard Contractual Clauses are a valid mechanism to transfer personal data outside of the EEA. The Standard Contractual Clauses, however, require parties that rely upon that legal mechanism to comply with additional obligations, United States, such as conducting transfer impact assessments to determine whether additional security measures the EEA and United Kingdom's standard contractual clauses,

these mechanisms are necessary to protect the at-issue personal data. Moreover, due subject to potential legal challenges and there exists some uncertainty regarding whether the Standard Contractual Clauses standard contractual clauses will remain a valid, reliable mechanism for transfers of lawfully transferring personal data out of information to the EEA. United States. If we are unable to implement a valid solution for cross-border data transfers, or if the requirements for a legally-compliant transfer are too onerous, we may face increased exposure to regulatory actions, substantial fines and injunctions against processing or transferring personal data from Europe or elsewhere. The inability to import personal data to the United States could significantly and negatively impact our business operations, significant adverse consequences, including by restricting our activities in Europe; limiting limitations on our ability to collaborate with partners as well as other service providers, contractors and other companies in Europe; and/or require us the need to increase our processing capabilities within Europe at significant expense or otherwise cause us to change the geographical location or segregation of our relevant systems and operations—any operations, and increased exposure to regulatory actions, substantial fines and penalties, and injunctions against our processing or transferring of personal information necessary to operate our business —any or all of which could adversely affect our operations or financial results. Additionally, companies that transfer personal information out of the EEA and United Kingdom to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of Europe for allegedly violating the EU and UK GDPR's cross-border data transfer limitations. Furthermore, other countries outside of Europe have enacted or are considering enacting similar cross-border data transfer restrictions and laws requiring local data residency, which could increase the cost and complexity of delivering our services and operating our business.

In addition to data privacy and security laws, we are contractually subject to industry standards adopted by industry groups and may become subject to such obligations in the future. We are also bound by contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. For example, certain privacy laws, such as the EU and UK GDPR and the CCPA, require us to impose specific contractual restrictions on our service providers. We publish privacy policies, marketing materials and other statements regarding data privacy and security. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences.

Our obligations related to data privacy and security are quickly changing, in an becoming increasingly stringent, fashion, and creating some uncertainty as to the effective future legal framework. regulatory uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or in conflict among jurisdictions. Preparing for and complying with these obligations requires us to devote significant resources (including, without limitation, financial and time-related resources). These obligations may ,which could distract management or divert resources from other initiatives and projects, interrupt or delay our development activities, or necessitate changes to our information technologies, systems, and practices and to those of any third parties that process personal data information on our behalf. In addition, these obligations may require us to change our business model. Although we endeavor to comply with all applicable data privacy and security obligations, we may at times fail (or be perceived to have failed) to do so. Moreover, despite our efforts, our personnel or third parties upon

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whom we rely may fail to comply with such obligations, which could negatively impact our business operations and compliance posture. For example, any failure by a third-party processor to comply with applicable law, regulations, If we or contractual obligations could result in adverse effects, including inability to operate our business and proceedings against us by governmental entities or others.

If the third parties on which we rely fail, or are perceived to have failed, to address or comply with any such Data Protection Requirements, this applicable data privacy and security obligations, we could result in face significant consequences. These consequences, may include, including but are not limited to to: government enforcement actions (e.g., investigations, fines, penalties, audits, inspections, and similar); litigation (including class-related claims);additional reporting requirements and/or oversight; temporary or permanent bans on all or some processing of personal data; information; orders to destroy or not use personal data; information; and imprisonment of company officials.

Further, individuals or other relevant stakeholders could bring a variety of claims against us for our actual or perceived failure to comply with the Data Protection Requirements. all applicable data privacy and security obligations. Any of these events could have a material adverse effect on our reputation, business or financial condition, including but not limited to: loss of actual or prospective customers, collaborators or partners; interruptions or stoppages in our business operations (including clinical trials); inability to process personal data information or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; or revision or restructuring of our operations.

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All of these evolving compliance and operational requirements may require us to modify our data processing practices and policies, which in turn could distract management business model or divert resources from otherinitiativesandprojectsandmayinterruptordelayourdevelopmentactivities.Anyfailureorperceived failure by us to comply with any applicable laws and regulations relating to data privacy and security could result in damage to our reputation, as well as proceedings or litigation by governmental agencies or other third parties, including class action privacy litigation in certain jurisdictions, whichwould subject us to significant fines, sanctions, awards, penalties or judgments, all of which could have a material adverse effect on our business, financial condition, results of operations, and prospects. operations.

We are subject to U.S. and certain foreign anti-corruption and anti-money laundering laws and regulations. We can face criminal liability and other serious consequences for violations, which can harm our business.

We are subject to anti-corruption and anti-money laundering laws and regulations, including Foreign Corrupt Practices Act, or the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C.§ 201, the U.S. Travel Act, the USA PATRIOT Act, and other state and national anti-bribery and anti-money laundering laws in the countries in which we conduct or may in the future conduct activities. Anti-corruption laws are interpreted broadly and prohibit companies and their employees, agents, contractors and other third-party collaborators from authorizing, promising, offering, providing, soliciting or receiving, directly or indirectly, improper payments or anything else of value to or from persons in the public or private sector. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls.

In addition to selling our products internationally directly through our sales teams, we currently engage third parties outside of the United States and may engage additional third parties outside of the United States, to sell our products internationally and to obtain necessary permits, licenses, patent registrations and other regulatory approvals. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities and other organizations. We can be held liable for the corrupt or other illegal activities of our employees, agents, contractors and other third-party collaborators, even if we do not explicitly authorize or have actual knowledge of such activities. Any violations of the laws and regulations described above may result in substantial civil and criminal fines and penalties, imprisonment, the loss of export or import privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm, and other consequences.

Our customers who use our platform and we, if we develop a product, may be exposed to broadly applicable U.S. federal and state healthcare laws and regulations, including those relating to kickbacks and false claims, transparency, and health information privacy and security law. Failure to comply with such laws and regulations may result in substantial penalties.

Our customers who use our platform and we, if we develop a product, may be subject to broadly applicable healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we research, market, sell, and distribute our products. Such laws include federal and state anti-kickback laws, false claims laws, transparency laws, and health information privacy and security laws.

Violations of such laws may result in substantial criminal, civil and administrative penalties, including imprisonment, exclusion from participation in federal healthcare programs, such as Medicare and Medicaid, and significant fines, monetary penalties, forfeiture, disgorgement and damages, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings and the curtailment or restructuring of operations.

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Additionally, in the United States and some foreign jurisdictions there have been, and continue to be, several legislative and regulatory changes and proposed reforms of the healthcare system in an effort to contain costs, improve quality and expand access to care, including the proposed modification to some of the aforementioned laws. In the United States, there have been and continue to be a number of healthcare-related legislative initiatives that have significantly affected the healthcare industry. These reform initiatives may, among other things, result in modifications to the aforementioned laws and/or the implementation of new laws affecting the healthcare industry. Similarly, a significant trend in the healthcare industry is cost containment. Third-party payors have attempted to control costs by limiting

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coverage and the amount of reimbursement for particular medications. Our ability to commercialize any of our products successfully, and our customers and collaborators' ability to commercialize their products successfully, will depend in part on the extent to which coverage and adequate reimbursement for these products and will be available from third-party payors. As such, cost containment reform efforts may result in an adverse effect on our operations.

Our business is subject to environmental regulation and regulations relating to the protection of health and safety matters that could result in compliance costs. Any violation or liability under environmental laws or health and safety regulations could harm our business.

We are subject to environmental and safety laws and regulations governing the use, storage and disposal of hazardous substances or wastes and imposing liability for the cleanup of contamination from these substances. We handle hazardous substances in our manufacturing processes, and we could be liable for any improper use, storage, or disposal of such substances. We cannot completely eliminate the risk of contamination or injury from hazardous substances or waste, and, in the event of such an incident, we could be held liable for any resulting damages. In addition, we may be required to incur significant additional costs to comply with environmental laws and regulations in the future.

The Occupational Safety and Health Act of 1970 or OSHA, ("OSHA"), establishes certain employer responsibilities, including maintenance of a workplace free of recognized hazards likely to cause death or serious injury, compliance with standards promulgated by the Occupational Safety and Health Administration and various record keeping, disclosure and procedural requirements. Various OSHA standards may apply to our operations. We have incurred, and will continue to incur, capital and operating expenditures and other costs in the ordinary course of our business in complying with OSHA and other state and local laws and regulations.

The failure to comply with these regulations could result in fines by government authorities and payment of damages to private litigants, which could harm our business.

Our FDA Master File, and equivalent Technical Files in foreign jurisdictions, are an important part of our strategic offering which allows our partners to expedite their cellular therapies into and through the clinic. Delays in filing or obtaining (as applicable in a given jurisdiction), or our inability to obtain or retain, acceptance of such filings in individual countries could negatively impact the progress of our partners if they intend to run clinical trials in such countries, and as a result, could negatively affect our reputation and revenues or require disclosure of confidential information to our partners. Further, changes that we are required to make from time to time, or changes to regulations or negative data or adverse events for our partners, could impact references to our FDA Master File and Technical Files by our partners.

Providing our customers with an established regulatory path for use of our technology in the development of their therapeutics is an important value we provide to our customers. We have established and maintained an FDA Master File and equivalent Technical Files in certain other countries to provide that regulatory path. We may be unable in a timely manner, or at all, to provide similar filings in all countries where our customers desire to perform clinical trials, and regulators may refuse to accept such filings or may change their approach to such filings in a manner that weakens our ability to support our customers. If regulators at any point find that such filings have not been sufficiently maintained or are insufficient to support clinical trials or drug approvals, as a result we may need to discloseconfidentialinformationtoourpartnerstoallowthemtoincludesuchinformationintheirfilings. In addition, while we believe our FDA Master File and equivalent Technical Files have the potential to create certain efficiencies and reduce certain regulatory development risks for our customers, there is noguaranteethatreferencingourFDA MasterFileorTechnicalFile,asapplicable,willresultinsuccess in customers' submissions seeking authorization for clinical trials or marketing authorization. We cannot be certain that the FDA or foreign regulators will not require audits of and information on our ExPERT systems used in the clinic as our partners advance their cellular therapies from pre-clinical throughclinicaldevelopmenttowardmarketingapproval.Suchadditionalinformationrequestsandaudits of our facilities could result in delays in the development and potential regulatory approval of our partners' cellular therapy product candidates, affecting timing of milestone payments and our future abilitytoenterintonewSPLagreements.Failuretoadequately

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respondtoanysuchregulatoryrequests could result in the regulator preventing our electroporation system from being utilized for a partner's cellular therapy. This could result in our partners not utilizing our ExPERT system for their other clinical programs and negatively impact our ability to enter into partnership agreements with other cellular therapydevelopers.

Risks Related to Our Financial Position and Capital Requirements

We may need additional funding and may be unable to raise capital when needed, which would force us to delay, reduce, eliminate or abandon our commercialization efforts or product development programs.

We cannot be certain that our anticipated cash flow from operations will be sufficient to meet all of our cash requirements or our growth plan. We intend to continue to make investments to support our business growth and may require additional funds to:

- Expand expand the commercialization of our products and execute on our growth strategy;
- Fund fund our operations and product development;
- Finance finance the expansion into new international markets;
- Expand expand our manufacturing capabilities;
- Defend, defend, in litigation or otherwise, any claims that we infringe, misappropriate or otherwise violate third-party patents or other intellectual property rights;

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- Commercialize commercialize our new products, if any such products receive regulatory clearance or approval for commercial sale; and
- Acquire acquire companies and in-license products or intellectual property.

We believe our existing cash balances and cash receipts generated from sales of our products will be sufficient to meet our anticipated cash requirements for the foreseeable future. However, we may need additional funding sooner than expected and our business and future funding requirements can change unpredictably due to a variety of factors, including acquisitions, which could affect our funding needs or cash flows from operations. We may be unable to raise additional funds in a timely manner or on terms that are acceptable to us. If we do not have, or are not able to obtain, sufficient funds, we may have to delay the further development or commercialization of our products. We also may have to reduce marketing, customer support or other resources devoted to our products.

Our results of operations and liquidity needs could be materially and adversely affected by market fluctuations, or an economic downturn. downturn, inflation, increases in interest rates and other macroeconomic conditions.

Our results of operations and liquidity could be materially and adversely affected by economic conditions generally, both in the United States and elsewhere around the world. Domestic and international equity and debt markets have experienced in 2022, and may continue to experience, heightened volatility and turmoil, based on domestic including, among other things, severely diminished liquidity and international credit availability, declines in consumer confidence, declines in economic policies, conditions growth, supply chain shortages, increases in inflation rates, higher interest rates and concerns. For example, the global credit uncertainty about economic stability. The Federal Reserve recently raised interest rates multiple times in response to concerns about inflation and it may raise them again. Higher interest rates, coupled with reduced government spending and volatility in financial markets have been may increase economic uncertainty and may continue to be adversely affected by the current armed conflict between Russia and Ukraine and measures taken in response thereto. affect consumer or business spending. In the event the markets continue to remain volatile, our results of operations and liquidity could be adversely affected by those factors in many ways, including making it more difficult or costly for us to raise funds if necessary, and our stock price may decline. Increased inflation rates can adversely affect us by increasing our costs, including labor and employee benefit costs. In addition, we maintain significant amounts of cash and cash equivalents at one or more financial institutions, some of which may not befederally insured. If economic instability were to occur, we cannot be certain that we would not experience losses on these cash and cash equivalents.

Table In addition, our available cash and cash equivalents are held in accounts managed by third party financial institutions and consist of Contentscash in our operating accounts and cash invested in money market funds. At any point in time, the funds in our operating accounts may exceed the Federal Deposit Insurance Corporation insurance limits. While we monitor the cash balances in our operating accounts and adjust the cash balances as appropriate, these cash balances could be impacted if the underlying financial institutions fail. To date, we have experienced no material loss or material lack of access to cash in our operating accounts or our invested cash or cash equivalents; however, we can provide no assurances that access to our operating cash or invested cash and cash equivalents will not be impacted by adverse conditions in the financial markets.

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below expectations or any guidance we may provide.

Our quarterly and annual operating results may fluctuate significantly, which makes it difficult for us to predict our future operating results. These fluctuations may occur due to a variety of factors, many of which are outside of our control, including, but not limited to the:

- Level level of demand for any of our products, which may vary significantly;
- Timing timing and cost of, and level of investment in, research, development, manufacturing, regulatory approval and commercialization activities relating to our products, which may change from time to time;
- Size, size, seasonality and customer mix of the cell engineering market;

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- Start, start, milestone attainment and completion of programs in which our platform is utilized;
- Sales sales and marketing efforts and expenses; expenses we incur;
- Rate rate at which we grow our sales force and the speed at which newly-hired salespeople become effective; changes in the productivity of our sales force;
- Positive positive or negative coverage in the media or publications of our products or competitive products;
- Cost cost of manufacturing our products, which may vary depending on the quantity of production and the terms of our arrangements with our suppliers;
- Degree degree of competition in our industry and any change in the competitive landscape of our industry, including the introduction of new products or enhancements or technologies by us or others in the cell engineering market and competition-related pricing pressures;
- Changes changes in governmental regulations or in the status of our regulatory approvals or applications;
- Future future accounting pronouncements or changes in our accounting policies;
- Disruptions disruptions to our business and operations or to the business and operations of our suppliers, distributors, and other third parties with whom we conduct business resulting from the COVID-19 pandemic or other widespread health crises;
- Future future global financial crises and economic downturns, including those caused by widespread public health crises; crises or geopolitical tensions; and
- General general market conditions and other factors, including factors unrelated to our operating performance or the operating performance of our competitors.

The cumulative effects of the factors discussed above could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. Investors should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any guidance we may provide, or if the guidance we provide is below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated guidance we may provide.

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Our ability to use our net operating losses, business tax credits and similar tax attributes to offset future taxable income or taxes may be subject to certain limitations.

As of December 31, 2021 December 31, 2022, we had U.S. federal and state net operating loss carryforwards of $90.3 million $93.9 million and $73.3 million $54.5 million, respectively and federal research credit carryforwards of $0.9 million. Under current law, U.S. federal net operating losses incurred in tax years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal net operating losses in tax years beginning after December 31, 2020, is limited to 80% of taxable income. It is uncertain if and to what extent various states will conform to federal tax laws. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the IRC, and corresponding provisions of state law, if a corporation undergoes an "ownership change," which generally is defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation's ability to use its pre-change net operating loss and tax credit carryforwards to offset its post-change income or taxes may be limited. We have previously experienced an ownership changes in the past change and we may experience additional ownership changes in the future as a result of subsequent shifts in our stock ownership, some of which may be outside of our control. If an ownership change occurs and our ability to use our net operating loss carryforwards is materially limited, it would harm our future operating results by effectively increasing our future tax obligations. Similar provisions of state law also may

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apply to limit the use of our state net operating loss carryforwards. In addition, at the state level, there may be periods during which the use of net operating losses is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Risks Related to Our Operations

A pandemic, epidemic or outbreak of an infectious disease in the United States or worldwide could adversely affect our business and the businesses of our partners.TheCOVID-19pandemic has had and could continue to have an adverse impact on our business, operations, and the markets and communities in which we, our partners, and customersoperate.

If a pandemic, epidemic or outbreak of an infectious disease occurs in the United States or worldwide, our business may be adversely affected, by, among other things, disrupting the research and development activities of our customers, disrupting the development of our collaboration partners' product candidates, disrupting our ability to enter into new collaborations with potential partners in a timely manner, causing disruptions in the operations of our third-party manufacturing organizations upon whom we rely for the production and supply of our products, and causing other disruptions to our operations. The In response to the COVID-19 pandemic, has caused general business disruption worldwide. As a result of the COVID-19 pandemic, in 2020 we temporarily closed our headquarters and other offices, and our employees and contractors who are able to perform their duties remotely continue to do so. We have also implemented travel restrictions and other significant changes in how we operate our business. The operations of our partners and customers have likewise been altered. While the duration and extent ultimate impact of the COVID-19 pandemic depends on future developments and potential resurgences that cannot be accurately predicted, at this time, such as the extent and effectiveness of containment actions and available vaccines, the pandemic has had an adverse effect on the global economy and the ultimate societal and economic impact of the COVID-19 pandemic remains unknown. The potential impact and duration of the COVID-19 pandemic on the global economy and our business are difficult to assess or predict. Potential impacts, implications, some of which we have already experienced, include:

- Our our customer prospects and our existing customers may experience slowdowns in their businesses, and our academic institution customers may experience decreases in government funding of research and development, which in turn may result in reduced demand for our products, lengthening of sales cycles, loss of customers, difficulties in collections, and inaccurate inventory forecasting;
- Limitations limitations on our business operations by local, state, provincial and/or federal governments that could impact our ability to sell products to customers, and visit customers for process optimization of their cellulartherapies;
- Delays delays in negotiations with partners and potential partners;
- Interruption interruption of or delays in receiving supplies from the third parties we rely on to manufacture components to our products, which may impair our ability to sell our products;

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- Interruption interruption of or delays in installation of our products for our customers and partners;
- Interruption interruption of or delays in the shipments of purchased products to customers or to our distribution partners;
- Decreased decreased employee productivity and morale, with increased employee attrition and riskof a cyberattack resulting from our employees working from home;
- Disruptions disruptions and significant costs to our growth planning, such as for facilities and international expansion;

- Costs costs in fully returning to work from our facilities around the world, including changes tothe workplace, such as space planning, food service and amenities;
- Legal legal liability for safe workplace claims;
- Loss loss of critical vendors or third-party partners, which may go out of business; and
- Continued continued cancellation of in-person marketing events, including industry conferences, and prolonged delays in our ability to reschedule or conduct in-person marketing events and other sales and marketing activities.

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The impact of any of the foregoing, individually or collectively, could adversely affect our business, financial condition, and results of operations.Moreover, to the extent the COVID-19 pandemic adversely affects our business, financial condition, and results of operations, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section.

If our information technology systems, or data, or those of third parties upon which we rely, or our data, are or were compromised, we could experience adverse consequences resulting from such compromise, including but not limited to regulatory investigations or actions; litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; and other adverse consequences.

We rely to a large extent upon sophisticated information technology systems to operate our business. In the ordinary course of business, we process personal information (such as health-related data), and other sensitive information, including proprietary and confidential business data, trade secrets, intellectual property, data previously collected about clinical trial participants, and sensitive third-party data collected under confidentiality agreements with our customers and potential customers, including scientific plans.

Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to increase, are becoming increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation-states, and nation-state-supported actors. Some actors now engage and are expected to continue to engage in cyber-attacks including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we and the third parties upon which we rely may collect, store, use, transmit, disclose, be vulnerable to a heightened risk of these attacks, including retaliatory cyberattacks that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods. These risks, as well as the number and frequency of cybersecurity events globally, may also be heightened during times of geopolitical tension or otherwise process large amounts instability between countries, including, for example, the ongoing armed conflict between Russia and Ukraine, from which a number of data (including cybersecurity events have been alleged to have originated.

We and the third parties upon which we rely are subject to a variety of evolving threats, including but not limited to, confidential data, employee data, customer data, personal data malicious code (such as health-related data) viruses and worms), personnel misconduct or error, malware (including as a result of advanced persistent threat intrusions), ransomware attacks, denial-of-service attacks (such as credential stuffing), credential harvesting, social-engineering attacks (including through phishing attacks), ransomware attacks, supply-chain attacks, personnel misconduct or error, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, earthquakes, fires, floods, and other similar threats. In particular, severe ransomware attacks, including those perpetrated by organized criminal threat actors, nation-states, and nation-state-supported actors, are becoming increasingly prevalent and can lead to significant interruptions in our operations, loss of sensitive information and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments. Remote work has become more common and also poses increased risks to our information technology systems and data, trade secrets, as more of our employees utilize network connections, computers and intellectual property). devices outside our premises or network, including working at home, while in transit and in public locations. Future or past business transactions (such as acquisitions or integrations) could also expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities'

systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

We also have outsourced significant elements of our operations to third parties, including significant elements of our information technology infrastructure and, as a result, we are managing many independent vendor relationships with third parties who may or could have access to our information. The size and complexity of our information security systems, and those of our third-party vendors with whom we contract (and the large amounts of information that is present on them), make such systems potentially vulnerable to service interruptions or to security breaches from inadvertent or intentional actions by our employees, vendors or from malicious attacks by third parties. Our ability to monitor these third parties' cybersecurity practices is limited, and these third parties may not have adequate information security measures in place. We may share or receive sensitive data information with or from third parties.

Cyberattacks, malicious internet-based activity, and online and offline fraud are prevalent and continue to increase. These threats are becoming increasingly difficult to detect. These threats come from parties. If our third-party service providers experience a variety of sources. In addition to traditional computer "hackers," threat actors, personnel (such as through theft security incident or misuse), sophisticated nation-states, and nation-state-supported actors now engage and are expected to continue to engage in cyber-attacks including without limitation nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, interruption, we and the third parties upon which we rely may be vulnerable to a heightened risk of these attacks, including cyber-attacks that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services. These risks, as well as the number and frequency of cybersecurity events globally, may also be heightened during times of geopolitical tension or instability between countries, including, for example, the ongoing armed conflict between Russia and Ukraine, from which a number of recent cybersecurity events have been alleged to have originated. experience adverse

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We and the third parties upon which we rely may be subject to a variety of evolving threats, including but not limited to, malicious code (such as viruses and worms), personnel misconduct or error, malware (including as a result of advanced persistent threat intrusions), ransomware attacks, denial-of-service attacks (such as credential stuffing), social engineering attacks (including through phishing attacks), ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, earthquakes, fires, floods, and other similar threats.

Ransomware attacks, including those perpetrated by organized criminal threat actors, nation-states, and nation-state-supported actors, are becoming increasingly prevalent and severe and can lead to significant interruptions in our operations, loss of data and income, reputational harm, and diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but consequences. While we may be unwilling entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to make recover such payments due to, for example, applicable laws or regulations prohibiting such payments. Similarly, award. In addition, supply-chain attacks have increased in frequency and severity, and we cannot guarantee that third parties and infrastructure in our supply chain or our third-party partners' supply chains have not been compromised or that they do not contain exploitable defects or bugs that could result in a breach of or disruption to our information technology systems (including our products) or the third-party information technology systems that support us and our services.

Any of the previously identified or similar threats could cause a security incident or other interruption in our systems. A security incident or interruption systems that could adversely affect our business operations and/or result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to data. our sensitive information or our information technology systems, or those of the third parties upon whom we rely. A security incident or other interruption could disrupt our ability (and that of third parties upon whom we rely) to provide our products and services. products. We may expend significant resources or modify our business activities (including our clinical trial activities) in an effort to protect against security incidents. Certain data privacy and security obligations may require us to implement and maintain specific security measures, or industry-standard or reasonable security measures to protect our information technology systems and data. sensitive information.

While we have invested significantly in the protection implementation of data and information technology, security measures designed to protect against security incidents, there can be no assurance that our efforts will prevent service interruptions or security incidents. We may be unable in the future take steps to detect and remediate vulnerabilities, but we may not be able to detect and remediate all vulnerabilities in our information

technology systems (including our products) because such threats and techniques used to exploit the vulnerability change frequently, are often sophisticated in nature, and may not be detected until after a security incident has occurred. Despite our efforts to identify and remediate vulnerabilities, if any, in our information technology systems, (including our products), our efforts may not be successful. These vulnerabilities pose material risks to our business. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities.

Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such disclosures are costly, and the disclosures disclosure or the failure to comply with such requirements could lead to adverse consequences. If we (or a third party upon whom we rely) experience a cyberattack or security incident or are perceived to have experienced a security incident, we may experience adverse consequences. These consequences, may include: such as government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); inspections; additional reporting requirements and/or oversight; restrictions on processing data (including sensitive information, including personal data); information; litigation, (including including class claims); claims; indemnification obligations; negative publicity; harm to our reputation; monetary fund diversions; interruptions in our operations (including availability of data); financial loss; and other similar harms. Security incidents and attendant consequences may cause customers to stop using our products, or services, deter new customers from using our products, or services, and negatively impact our ability to grow and operate our business. In addition, we could be subject to regulatory actions and/or claims made by individuals and groups in private litigation related to data collection and use practices and other data privacy laws and regulations, including claims for misuse or inappropriate disclosure of data as well as unfair or deceptive practices.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient of to protect

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us from or to mitigate liabilities arising out of our privacy and security practices. practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims. Although we have cyber-insurance coverage that may cover certain events described above, this insurance is subject to deductibles and coverage limitations and we may not be able to maintain this insurance. Also, it is possible that claims could exceed the limits of our coverage

We are highly dependent on our senior management team and key personnel and our business could be harmed if we are unable to attract and retain personnel necessary for our success.

We are highly dependent on our senior management team and key personnel. Our success will depend on our ability to retain senior management and to attract and retain qualified personnel in the future, including sales, marketing, scientific and technical professionals, and to integrate current and additional personnel in all departments. The loss of members of our senior management, sales, marketing, scientific and technical professionals could result in lower than

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expected sales and delays in product development. If we are not successful in attracting and retaining highly qualified personnel, it would have a negative impact on our business, financial condition and results of operations.

Competition for skilled personnel in our market is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms, or at all. To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have issued,

and will in the future issue, equity awards that vest over time. The value to employees of equity awards that vest over time may be significantly affected by movements in our stock price that are beyond our control and may at any time be insufficient to counteract more lucrative offers from other companies. Despite our efforts to retain valuable employees, they may terminate their employment with us on short notice. Our employment arrangements with our employees provide for at-will employment, which means that any of our employees could leave our employment at any time, with or without notice.

Many of the other cell engineering or therapeutic development companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They may also provide more diverse opportunities, better chances for career advancement and higher compensation. Some of these characteristics are more appealing to high-quality candidates than what we can offer. Further, if we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached legal obligations, resulting in a diversion of our time and resources and, potentially, damages.

In addition, job candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived benefits of our stock awards decline, either because we are a public company or for other reasons, it may harm our ability to recruit and retain highly skilled employees. Many of our employees have become or will soon become vested in a substantial amount of their equity awards. Our employees may be more likely to leave us if the equity they own have significantly appreciated in value relative to the original purchase prices of the shares, or if the exercise prices of the options that they hold are significantly below the market price of our common stock, particularly after the expiration of the lock-up agreements describedherein. stock.

Our future success also depends on our ability to continue to attract and retain additional executive officers and other key employees as we expand our business and operations. If we fail to attract new personnel or fail to retain and motivate our current personnel, it will negatively affect our business, financial condition and results of operations.

We have increased the size of our organization and expect to further increase it in the future, and we may experience difficulties in managing our growth. If we are unable to manage the anticipated growth of our business, our future revenue and operating results may be harmed.

As of December 31, 2021 December 31, 2022, we had 125 full-time employees, which represents a significant increase from 84 full-time employees. employees at the end of the prior year. As our sales and marketing strategies develop, and we transition into operating as a public company on a U.S. exchange, we expect to need additional managerial, operational, sales, marketing, financial and other personnel. Future growth would impose significant added responsibilities on members of management, including:

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- Identifying, identifying, recruiting, integrating, maintaining and motivating additional employees;
- Managing managing our internal development efforts effectively, while complying with our contractual obligations to contractors and other third parties; and
- Improving improving our operational, financial and management controls, reporting systems and procedures.

Since our inception, we We have experienced significant growth in recent years and anticipate further growth in our business operations both inside and outside the United States. This future growth could strain our organizational, administrative and operational infrastructure, including quality control, operational, finance, customer service and sales organization management. We expect to continue to increase our headcount and to hire more specialized personnel in the future as we grow our business. We will need to continue to hire, train and manage additional qualified scientists, engineers, technical

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personnel, sales and marketing staff, and improve and maintain our products to properly manage our growth. Rapid expansion in personnel could mean that less experienced people develop, market and sell our products, which could result in inefficiencies and unanticipated costs, reduced quality and disruptions to our operations. If our new hires perform poorly, if we are unsuccessful in hiring, training, managing and integrating these new employees or if we are not successful in retaining our employees, our business may be harmed. We may not be able to maintain the quality or expected turnaround times of our products or satisfy customer demand as it grows. Our ability to manage our growth properly will require us to continue to improve our operational, financial and management controls as well as our reporting systems and procedures. The time and resources required to implement these new systems and procedures is uncertain, and failure to complete this in a timely, efficient and effective manner could adversely affect our operations.

Our officers, employees, independent contractors, consultants and commercial partners may engage in misconduct or activities that are improper under other laws and regulations, or make significant errors, which would create liability for us.

We are exposed to the risk that our officers, employees, independent contractors, consultants, commercial partners, suppliers, and third-party distributors may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless or negligent conduct or disclosure of unauthorized activities to us. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Misconduct by these parties could also involve the improper use of individually identifiable information, which could result in regulatory sanctions and serious harm to our reputation. While we have programs in place to address this conduct, it is not always possible to identify and deter misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant civil, criminal, and administrative penalties, including without limitation, damages, fines, imprisonment, exclusion from participation in government healthcare programs, and the curtailment or restructuring of our operations.

If we were to be sued for product liability, we could face substantial liabilities that exceed our resources, limit sales of our existing products and limit commercialization of any products that we may develop.

The marketing, sale and use of our products could lead to the filing of product liability claims where someone may allege that our products identified inaccurate or incomplete information or otherwise failed to perform as designed. We may also be subject to liability for errors, in a misunderstanding of or inappropriate reliance, upon the information we provide in the ordinary course of our business activities. A product liability claim could result in substantial damages and be costlyand time-consuming for us to defend. If we cannot successfully defend ourselves against product liability claims, we will incur substantial liabilities and reputational harm. In addition, regardless of merit or eventual outcome, product liability claims may result in:

- Substantial substantial litigation costs;

- Distraction distraction of management's attention from our primary business;
- The the inability to commercialize our products or new products;
- Decreased decreased demand for our products;
- Damage damage to our business reputation;
- Product product recalls or withdrawals from the market;

- Loss loss of sales; or

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- Termination termination of existing agreements by our partners and potential partners failing to partner with us.

We maintain product liability insurance, but this insurance may not fully protect us from the financial impact of defending against product liability claims. Any product liability claim brought against us, with or without merit, could increase our insurance rates or prevent us from securing insurance coverage in the future.

While we may attempt to manage our product liability exposure by proactively recalling or withdrawing from the market any defective products, any recall or market withdrawal of our products may delay the supply of those products to our customers and may impact our reputation. We may not be successful in initiating appropriate market recall or market withdrawal efforts that may be required in the future and these efforts may not have the intended effect of preventing product malfunctions and the accompanying product liability that may result. Such recalls and withdrawals may also harm our reputation with customers, which could negatively affect our business, financial condition and results of operations.

If our customers fail to safely and appropriately use our products, or if we are unable to train our customers on the safe and appropriate use of our products, our reputation may be negatively impacted and we may be unable to achieve our expected sales, growth or profitability.

An important part of our sales process includes training our customers on how to safely and appropriately use our products. If our customers are not properly trained, they may misuse or ineffectively use our products. Any improper use of our products may result in unsatisfactory outcomes, negative publicity or lawsuits against us, any of which could harm our reputation and affect future product sales. Even if our products are used improperly by customers, we may face reputational damage if our products are associated with negative outcomes or injuries. Damage to our reputation could make it more difficult for us to sell our products and enter into new partnerships. Accordingly, if our customers fail to safely and appropriately use our products or if we are unable to train our customers on the safe and appropriate use of our products, our reputation may be negatively impacted and we may be unable to achieve our expected sales, growth or profitability.

Litigation and other legal proceedings may harm our business.

While we have never been involved in legal proceedings relating to patent and other intellectual property matters, product liability claims, employee claims, tort or contract claims, federal or state regulatory investigations, securities class actions and other legal proceedings or investigations, we may become involved in such legal proceedings which could have a negative impact on our reputation, business and financial condition and divert the attention of our management from the operation of our business. Litigation is inherently unpredictable and can result in excessive or unanticipated verdicts and/or injunctive relief that affect how we operate our business. We could incur judgments or enter into settlements of claims for monetary damages or for agreements to change the way we operate our business, or both. There may be an increase in the scope of these matters or there may be additional lawsuits, claims, proceedings or investigations in the future, which could harm our business, financial condition and results of operations. Adverse publicity about regulatory or legal action against us could damage our reputation and brand image, undermine our

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customers' confidence and reduce long-term demand for our products, even if the regulatory or legal action is unfounded or not material to our operations.

We may be subject to damages resulting from claims that we or our employees have wrongfully used or disclosed alleged trade secrets of our employees' former employers.

As we continue to expand our workforce, some employees may have previously been employed at universities or other life sciences companies, including our competitors or potential competitors. Although no claims against us are currently pending, we or our employees may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. If we fail in defending such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. A loss of key research personnel's work product could hamper or prevent our ability to commercialize certain potential products, which could severely harm our business. Even if we are

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successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

Business disruptions could seriously harm our future revenue and financial condition and increase our costs and expenses.

Our operations, (including including our manufacturing operations) operations, and the operations of our distribution customers, partners, distributors and collaborators could be subject to earthquakes, power shortages, telecommunications failures, water shortages, floods, hurricanes, typhoons, fires, extreme weather conditions, medical epidemics and pandemics, including the COVID-19 pandemic, and other natural or man-made disasters or business interruptions, for which we are predominantly self-insured. Our ability to obtain components for our products could be disrupted if the operations of our suppliers were affected by a man-made or natural disaster or other business interruption, including interruptions related to the COVID-19 pandemic. interruption. The occurrence of any of these business disruptions could seriously harm our operations and financial condition and increase our costs and expenses.

We manufacture our ExPERT instruments at our manufacturing facilities located in Maryland, and we rely on various suppliers in the United States. Should our manufacturing facilities or the facilities of our suppliers be damaged or destroyed by natural or man-made disasters, such as earthquakes, fires or other events, or should events such as political unrest unfold, it could take months to relocate or rebuild, during which time our manufacturing and the operations of our suppliers would cease or be delayed and our products may be unavailable. The inability to perform our manufacturing activities, combined with our limited inventory of materials and components and manufactured products, or the inability of our suppliers to continue their operations, may cause us to be unable to meet customer demand or harm our reputation, and we may be unable to reestablish relationships with such customers in the future. Consequently, a catastrophic event or business interruption at our manufacturing facilities or at our suppliers' facilities could harm our business, financial condition and results of operations.

Our insurance policies are expensive and protect us only from some business risks, which leaves us exposed to significant uninsured liabilities.

We do not carry insurance for all categories of risk that our business may encounter. Although we have general and product liability insurance that we believe is appropriate, this insurance is subject to deductibles and coverage limitations. Our current product liability insurance may not continue to be available to us on acceptable terms, if at all, and, if available, coverage may not be adequate to protect us against any future product liability claims. If we are unable to obtain insurance at an acceptable cost or on acceptable terms or otherwise protect against potential product liability claims, we could be exposed to significant liabilities. A product liability claim, recall or other claim with respect to uninsured liabilities or for amounts in excess of insured liabilities could negatively affect our business, financial condition and results of operations. We do not carry specific hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory

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approvals could be suspended. Although we carry cyber insurance, the coverage may not be sufficient to cover our losses in the event of a security incident that results in any data loss, deletion or destruction; unauthorized access to, or acquisition, disclosure or exposure of information; or compromise related to the security, confidentiality, integrity or availability of information technology, software, services, communications or data.

We also expect that operating Operating as a public company in the United States will make has also made it more difficult and more expensive for us to obtain director and officer liability insurance, and we may in the future be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. coverage that we currently have. As a result, it may be more difficult for us to attract and retain qualified people to serve on our board of directors, on our board committees or as executive officers. We do not know, however, if we will be able to maintain existing insurance with adequate levels of coverage. Any significant uninsured liability may require us to pay substantial amounts, which would negatively affect our business, financial condition and the results of operations.

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The majority of our operations are currently conducted at a single location and any disruption at our facility could negatively impact our operations and increase our expenses.

Our headquarters in Maryland contains most of our corporate and administrative functions, the majority of our research, and all of our in-house manufacturing, inventory and distribution functions. A natural or other disaster, such as a fire or flood, could cause substantial delays in our operations, damage or destroy our manufacturing equipment or inventory, and cause us to incur additional expenses. The insurance we maintain against fires, floods and other natural disasters may not be adequate to cover our losses in any particular case. With or without insurance, damage to our manufacturing facility or our other property, or to any of our suppliers, due to fire, flood or other natural disaster or casualty event may have a material adverse effect on our business, financial condition and results of operations.

We may face exposure to foreign currency exchange rate fluctuations.

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates, particularly changes in the Euro and the British pound. We expect our non-U.S. operations to continue to grow in the near term and we are continually monitoring our foreign currency exposure to determine if we should consider a hedging program. Today, our non-U.S. contracts are generally denominated in U.S. Dollars, while our non-U.S. operating expenses are often denominated in local currencies. Additionally, as we expand our non-U.S. operations, a larger portion of our operating expenses may be denominated in local currencies. Therefore, increases in the value of the U.S. Dollar and decreases in the value of foreign currencies could result in the dollar equivalent of our revenue being lower, which would negatively affect our reported results of operations.

Risks Related to Our Intellectual Property

Our ability to compete and the success of our business could be jeopardized if we are unable to protect our intellectual property adequately.

Our success depends to a degree upon the protection of our proprietary technology and obtaining, maintaining and enforcing our intellectual property and other proprietary rights. We rely on a combination of trade secrets, patents, copyrights, trademarks and contractual provisions with employees, contract manufacturers, consultants, customers and other third parties to establish and protect our intellectual

property rights, all of which offer only limited protection. Other parties may not comply with the terms of their agreements with us, and we may not be able to enforce our rights adequately against these parties.

Although we enter into confidentiality, assignments of proprietary rights and license agreements, as appropriate, with our employees and third parties, including our contract manufacturers, contract engineering firms and generally, control access to and distribution of our technologies, documentation and other proprietary information, we cannot be certain that the steps we take to prevent unauthorized use of our intellectual property rights are sufficient to prevent their misappropriation, particularly in foreign countries where laws or law enforcement practices may not protect our intellectual property rights as fully as in the United States. In addition, we rely on trade secrets and know-how to protect

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certain of our technologies, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets and know-how are difficult to protect, as trade secrets do not protect against independent development of a technology by third parties. Although we use reasonable efforts to protect our trade secrets and know-how, our employees and third parties to whom our trade secrets and know-how are disclosed may unintentionally or willfully disclose our information to competitors. Enforcing a claim that a third-party entity illegally obtained and is using any of our trade secrets is expensive and time-consuming, and the outcome is unpredictable. In addition, courts outside the United States are sometimes less willing to protect trade secrets. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how.

If competitors are able to use our technology, our ability to compete effectively could be harmed. For example, if a competitor were to gain use of certain of our proprietary technology, they might be able to develop and manufacture similarly designed solutions at a reduced cost, which would result in a decrease in demand for our products.

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Furthermore, we have adopted a strategy of seeking limited patent protection both in the United States and in foreign countries with respect to the technologies used in or relating to our products. Although we generally apply for patents in those countries where we expect to have material sales of our patented products, we may not accurately predict all of the countries where patent protection will ultimately be desirable. If we fail to timely file a patent application in any such country, we may be precluded from doing so at a later date. We do not know whether any of our pending patent applications will result in the issuance of patents or whether the examination process will require us to narrow our claims, and even if patents are issued, they may be contested, circumvented, modified, revoked, found to be unenforceable, or invalidated over the course of our business. Moreover, the rights granted under any issued patents may not provide us with proprietary protection, barriers to entry or competitive advantages, and, as with any technology, competitors may be able to develop and obtain patents for technologies that are similar to or superior to our technologies. If that happens, we may need to license these technologies and we may not be able to obtain licenses on reasonable terms, if at all, thereby causing great harm to our business. Additionally, the determination that a patent application or patent claim meets all of the requirements for patentability is a subjective determination based on the application of law and jurisprudence. The ultimate determination by the United States Patent and Trademark Office (the "ortheUSPTO, USPTO"), or by a court or other trier of fact in the United States, or corresponding foreign national patent offices or courts, on whether a claim meets all requirements of patentability cannot be assured. Accordingly, we cannot predict the breadth of claims that may be allowed or enforced in our patents or patent applications, in our licensed patents or patent applications or in third-party patents. Moreover, patents have a limited term, and certain of our patents have recently or will expire in the near future.

We rely on our trademarks, trade names, and brand names to distinguish our products from the products of our competitors and have registered or applied to register many of these trademarks. We cannot assure you that our trademark applications will be approved. Third parties may also oppose our trademark applications, or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources to the advertising and marketing of newbrands.

Legal proceedings to assert our intellectual property rights could be costly and could impair our operations.

Even in those instances where we have determined that another party is breaching our intellectual property and other proprietary rights, enforcing our legal rights with respect to such breach may be expensive and difficult. We may need to engage in litigation to enforce or defend our intellectual property and other proprietary rights, which could result in substantial costs and diversion of management resources. Further, many of our current and potential competitors are substantially larger than we are and have the ability to dedicate substantially greater resources to defending any claims by us that they have breached our intellectual property rights. If we are unsuccessful in enforcing our intellectual property rights, it could have a material adverse effect on our business, results of operations and financial condition.

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We may be sued by third parties for alleged infringement of their proprietary rights, which could be costly, time-consuming and limit our ability to use certain technologies in the future or to develop future products.

We may be subject to claims that our technologies infringe upon the intellectual property or other proprietary rights of third parties. Any claims, even those without merit, could be time-consuming and expensive, and could divert our management's attention away from the execution of our business plan. Moreover, any settlement or adverse judgment resulting from the claim could require us to pay substantial amounts or obtain a license to continue to use the technology that is the subject of the claim, or otherwise restrict or prohibit our use of the technology. There can be no assurance that we would be able to obtain a license from the third party asserting the claim on commercially reasonable terms, if at all, that we would be able to develop alternative technology on a timely basis, if at all, or that we would be able to obtain a license to use a suitable alternative technology to permit us to continue offering, and our customers to continue using, our affected product.

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Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our products.

Depending on future actions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. We cannot predict how this and future decisions by the courts, the U.S. Congress or the USPTO may impact the value of our patents. Any similar adverse changes in the patent laws of other jurisdictions could also harm our business, financial condition, results of operations and prospects.

We may be obligated to disclose our proprietary technology to our customers, which may limit our ability to protect our intellectual property.

Certain customer agreements contain provisions permitting the customer to become a party to, or a beneficiary of, a technology escrow agreement under which we place proprietary know-how and source code for our products in escrow with a third party. Under these escrow agreements, the know-how and source code to the applicable product may be released to the customer, typically for its use to further develop, maintain, modify and enhance the product, upon the occurrence of specified events, such as our filing for bankruptcy and breaching our representations, warranties or covenants of our agreements with our customers. Disclosing this know-how and source code may limit the intellectual property protection we can obtain or maintain for that know-how or source code or the products embodying or containing that know-how or source code and may facilitate intellectual property infringement claims against us. Each of these could harm our business, results of operations and financial condition.

General Risk Factors Associated with an Investment in Our Common Stock

Our common stock is traded on two separate stock markets and investors seeking to take advantage of price differences between such markets may create unexpected volatility in our share price; in addition, investors may not be able to easily move shares for trading between such markets.

Our shares of common stock are traded on both AIM, a market operated by the London Stock Exchange Plc (the "London Stock Exchange"), and the Nasdaq Global Select Market. Price levels for our common stock may fluctuate significantly on either market, independent of our common stock price on the other market. Investors could seek to sell or buy our common stock to take advantage of any price differences between thetwo markets through a practice referred to as arbitrage. Any arbitrage activity could create unexpected volatility in both our common stock prices on either exchange and the volumes of shares of our common stock available for trading on either exchange. In addition, holders of common stock on either market will not be immediately able to transfer such common stock for trading on the other market without affecting necessary procedures with our transfer agent. This could result in time delays and additional costs for our stockholders. Further, if we are unable to continue to meet the regulatory requirements for admission to AIM or listing on the Nasdaq Global Select Market, we may lose our admission to AIM or listing on the Nasdaq Global Select Market, which could impair the liquidity of shares of our common stock. Investors

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whose source of funds for the purchase of shares of our common stock is denominated in a currency other than U.S. Dollars may also be adversely affected by fluctuations in the exchange rate between such currency and the U.S. Dollar.

Securities traded on AIM may carry a higher risk than securities traded on other exchanges, which may impact the value of your investment.

Our shares of common stock are currently traded on AIM. Investment in equities traded on AIM is sometimes perceived to carry a higher risk than an investment in equities quoted on exchanges with more stringent listing requirements, such as the main market of the London Stock Exchange, New York Stock Exchange or Nasdaq. This is because AIM is less heavily regulated, imposes less stringent corporate governance and ongoing reporting requirements than those other exchanges. In addition, AIM requires only half-yearly, rather than quarterly, financial reporting. You should be aware that the value of our shares of common stock may be influenced by many factors, some of which may be specific to us and some of which may affect AIM companies generally, including the depth and liquidity of the market,

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our performance, a large or small volume of trading in our shares of common stock, legislative changes and general economic, political or regulatory conditions, and that the prices may be volatile and subject to extensive fluctuations. Therefore, the current market price of our shares of common stock may not reflect the underlying value of our company.

The price of our common stock is likely to be volatile and may fluctuate due to factors beyond our control.

The market price of our common stock may be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, some of which are beyond our control, including:

- Actual actual or anticipated fluctuations in our financial condition or results of operations;
- Variance variance in our financial performance from expectations of securities analysts;
- Changes changes in our projected operating and financial results;
- Announcements announcements by us or our competitors of significant business developments, acquisitions, or new offerings;
- Announcements announcements by our partners on clinical development delays for products being enabled by our technology;
- Announcements announcements or concerns regarding real or perceived safety or efficacy issues with our products or similar products of our competitors;
- Adoption adoption of new regulations applicable to our industry or the expectations concerning future regulatory developments;
- Our our involvement in litigation;
- Future future sales of our common stock by us or our stockholders, as well as the anticipation of lock-upreleases; stockholders;
- Changes changes in senior management, the board of directors or key personnel;
- The the trading volume of our common stock;
- Changes changes in the anticipated future size and growth rate of our market; and
- General general economic and market conditions.

Broad market and industry fluctuations, as well as general economic, political, regulatory and market conditions, may also negatively impact the market price of our common stock.

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If securities or industry analysts do not publish research, or publish inaccurate or unfavorable research, about our business, the price of our common stock and our trading volume could decline.

The trading market for our common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. If no or too few securities or industry analysts commence coverage of us, the trading price for our common stock could be negatively affected. In the event securities or industry analysts initiate coverage, if one or more of the analysts who cover us downgrade our common stock or publish inaccurate or unfavorable research about our business, the price of our common stock could decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our common stock could decrease, which might cause the price of our common stock and trading volume to decline.

We will incur increased significant costs as a result of operating as a U.S.-listed public company, and our management and board of directors will be are required to devote substantial time to new compliance initiatives and corporate governance practices.

As a U.S.-listed public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company or as a company with shares traded only on AIM. The Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the Nasdaq Global Select Market and other applicable securities rules and regulations impose

various requirements on public companies, including the establishment and maintenance of effective disclosure and financial controls and corporate governance practices. In addition, our shares of common stock are currently traded on AIM and will continue to be subject to AIM's admission and compliance requirements, which differ in many respects from the requirements of the Nasdaq Global Select Market and U.S. securities rules.

Our management, board of directors and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase have increased our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our management and board of directors. However, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Increasing scrutiny and evolving expectations from customers, regulators, investors, and other stakeholders with respect to our environmental, social and governance practices may impose additional costs on us or expose us to new or additional risks.

Companies are facing increasing scrutiny from customers, regulators, investors and other stakeholders related to their environmental, social and governance or ESG, ("ESG") practices and disclosure. Investor advocacy groups, investment funds and influential investors are also increasingly focused on these practices, especially as they relate to the environment, health and safety, diversity, labor conditions and human rights. Increased ESG-related compliance costs could result in increases in our overall operational costs. Failure to adapt to or comply with regulatory requirements or investor or stakeholder expectations and standards could negatively impact our reputation, ability to do business with certain partners, and our stock price. New government regulations could also result in new or more stringent forms of ESG oversight and expanding mandatory and voluntary reporting, diligence and disclosure.

Future sales of our common stock in the public market could cause our share price to fall.

Our stock price could decline as a result of sales of a large number of shares of our common stock or the perception that these sales could occur, including by our officers, directors and their respective affiliates. These sales, or the possibility

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that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

We register the offer and sale of all shares of common stock that we may issue under our equity compensation plans. In addition, in the future, we may issue additional shares of common stock or other equity or debt securities convertible

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into common stock in connection with a financing, acquisition, litigation settlement, employee arrangements or otherwise. Any such future issuance could result in substantial dilution to our existing stockholders and could cause our stock price to decline.

Because we do not expect to pay dividends on our common stock in the foreseeable future, capital appreciation, if any, would be your sole source of gain.

We have never declared or paid any dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. The decision to pay future dividends to stockholders will be at the discretion of our board of directors after taking into account various factors including our business prospects, cash requirements, financial performance and new product development. Accordingly, investors cannot rely on dividend income from our common stock and any returns on an investment in our common stock will likely depend entirely upon any future appreciation in the price of our common stock.

Provisions in our governing documents will require disclosure of information about stockholders that would not otherwise be required to be disclosed under applicable U.S. state or federal laws.

In accordance with the AIM Rules for Companies published by the London Stock Exchange or the AIM Rules, (the "AIM Rules"), we are required to disclose information regarding the legal and beneficial owners of three percent or more of our outstanding common stock. In order to allow us to comply with the AIM Rules, our certificate of incorporation contains a provision requiring any legal or beneficial owner of threepercentormoreofthevotingpowerattributabletoouroutstandingcommonstocktonotifyusofhis, her or its holdings, as well as of any change in his, her or its legal or beneficial ownershipabove three percent of our outstanding common stock, which increases or decreases his, her or its holding throughanysinglepercentage.Comparatively,noneof theU.S.stateorfederallaws,, or the rules of Securities and Exchange Commission, or the SEC or the Nasdaq Global Select Market require stockholders to report this beneficial ownership information to us or us to disclose this information to the public or a regulatory body. We are required to make this information public in the United Kingdom under the AIMRules.

We are an "emerging growth company" and a "smaller reporting company," and we cannot be certain if the reduced reporting requirements applicable to "emerging growth companies" and "smaller reporting companies" will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 or the JOBS Act, (the "JOBS Act"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies," including the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, or Section 404, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. Pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to use the extended transition period for complying with new or revised accounting standards until those standards would otherwise apply to private companies. As a result, our financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies, which may make our common stock less attractive to investors. In addition, if we cease to be an emerging growth company, we will no longer be able to use the extended transition period for complying with new or revised accounting standards.

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We will remain an emerging growth company until the earliest of: (i) December 31, 2026, which is the last day of the fiscal year following the fifth anniversary of our initial public offering in the United States; (ii) the last day of the first fiscal year in which our annual gross revenue is $1.07 billion $1.235 billion or more; (iii) the date on which we have, during the previous rolling three-year period, issued more than $1 billion in non-convertible debt securities; and (iv) the last day of the

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fiscal year in which the market value of our common stock held by non-affiliates exceeded $700 million as of June 30 of such fiscal year. Based on

We are also a "smaller reporting company" as defined by Rule 12b-2 of the current Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as the market value of our common stock it held by non-affiliates is possible that we may lose emerging growth company status as less than $250.0 million measured on the last business day of December 31, 2022. our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year and the market value of our common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

We cannot predict if investors will find our common stock less attractive if we choose to rely on these exemptions. For example, if we do not adopt a new or revised accounting standard, our future results of operations may not be as comparable to the results of operations of certain other companies in our industry that adopted such standards. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock, and our stock price may be more volatile.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, stockholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our commonstock.

Effective internal controls control over financial reporting is necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our common stock.

We will be required to disclose changes made in our internal controls and procedures on a quarterly basis and our management will be is required to assess the effectiveness of these controls annually. However, for as long as we are an "emerging growth company" under the JOBS Act, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404. An independent assessment of the effectiveness of our internal controls could detect problems that our management's assessment might not. Undetected material weaknesses in our internal controls could lead to financial statement restatements and require us to incur the expense of remediation.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our current certificate of incorporation and bylaws, and provisions of Delaware law applicable to us, may have the effect of delaying or preventing a change of control or changes in our management. Our current certificate of incorporation and bylaws include provisions that:

- Authorize authorize our board of directors to issue, without further action by the stockholders, shares of undesignated preferred stock with terms, rights, and preferences determined by our board of directors that may be senior to our common stock;

- Require require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;

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- Specify specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of our board of directors, or our chief executive officer;
- Establish establish an advance notice procedure for stockholder proposals to be brought before an annual meeting, including proposed nominations of persons for election to our board of directors;
- Establish establish that our board of directors is divided into three classes, with each class serving three- year staggered terms;
- Prohibit prohibit cumulative voting in the election of directors;
- Provide provide that our directors may be removed (i) with or without cause, upon the vote of at least 50% of the outstanding shares of voting stock or (ii) with cause, by the affirmative vote or consent of at least two-thirds of the other members of our board of directors; and
- Provide provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally, subject to certain exceptions, prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any "interested" stockholder for a period of three years following the date on which the stockholder became an "interested" stockholder.

Our certificate of incorporation designates the Court of Chancery of the State of Delaware and, to the extent enforceable, the federal district courts of the United States of America as the exclusive forums for substantially all disputes between us and our stockholders, which will restrict our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers or employees.

Our current certificate of incorporation provides that the Court of Chancery of the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- Any any derivative action or proceeding brought on our behalf;
- Any any action asserting a breach of a fiduciary duty;
- Any any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our fifteenth amended and restated certificate of incorporation, or our amended and restated bylaws; or
- Any any action asserting a claim against us that is governed by the internal affairs doctrine.

The provisions would not apply to suits brought to enforce a duty or liability created by the Securities Act or the Securities Exchange Act of 1934, as amended. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions.

Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other

considerations, our fifteenth amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees. If a court were to find either choice of forum provision contained in our fifteenth amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could seriously harm our business.

Item 1B. Unresolved Staff Comments.

None.

Item 2. Properties.

Our During 2022, we relocated our corporate headquarters, research and development facilities and manufacturing and distribution centers are located in Gaithersburg, to Rockville, Maryland, where we lease and occupy approximately 27,000 square feet of space. The leases for this facility currently have expiration dates ranging from June 2022 to October 2023.

In 2021, we entered into an operating lease for up to approximately 67,000 square feet of new research and development, manufacturing, distribution and office space to be located in Rockville, Maryland, four miles from our current headquarters. We intend to occupy the new facility in several phases. Initial phases commenced construction activities in December 2021 and early 2022. The remaining phases are expected to commence during 2022 and early 2023. under an operating lease.

The lease term for all phases is estimated to expire on our facilities continues through August 31, 2035, subject to three five-year options that we may exercise to extend the term of the lease.

We believe that our existing current facilities are adequate and suitable to meet our current requirements, and our new facilities will requirements. We may need to obtain additional facility space to meet our foreseeable future needs as our operations grow over time. We believe we will be able to obtain additional space on acceptable and commercially reasonable terms if and as required.

Item 3. Legal Proceedings.

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently a party to any material legal proceedings, and we are not aware of any pending or threatened legal proceedings against us that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or results of operations.

Item 4. Mine Safety Disclosures.

Not applicable.

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PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Certain Information Regarding the Trading of Our Common Stock

Our common stock trades under the symbol "MXCT" on the Nasdaq Global Select Market. Trading of our common stock commenced on July 30, 2021 in connection with our initial public offering or IPO, ("IPO"), in the United States. Prior to that time, there was no established public market for our common stock in the United States. Since 2016, our common stock has traded on AIM, a market operated by the London Stock Exchange, and currently trades on AIM under the symbol "MXCT."

Holders of Our Common Stock

As of December 31, 2021 March 8, 2023, there were approximately 118 160 holders of record of our common stock. The actual number of holders of our common stock is greater than this number of record holders and includes stockholders who are beneficial owners, but whose shares are held in "street name" by brokers or held by other "nominees." nominees. The number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

Dividend Policy

We have never declared or paid any dividends on our common stock. We currently intend to retain all available funds and future earnings, if any, to fund the development and expansion of our business, and we do not anticipate declaring or paying any cash dividends in the foreseeable future.

Stock Performance Graph

The following graph compares the cumulative total stockholder return on an investment in our common stock relative to the cumulative total returns of the NASDAQ Composite Index and the NASDAQ Biotechnology Index through December 31, 2021. The graph assumes $100 was invested at the market close on July 30, 2021, which was the date on which our common stock began trading on the Nasdaq Global Select Market. Data for the NASDAQ Composite Index and the NASDAQ Biotechnology Index assume reinvestment of dividends; however, no dividends have been declared on our common stock to date and, therefore, the cumulative total return calculation for us is based upon our stock price appreciation or depreciation and does not include any reinvestment of cash dividends.

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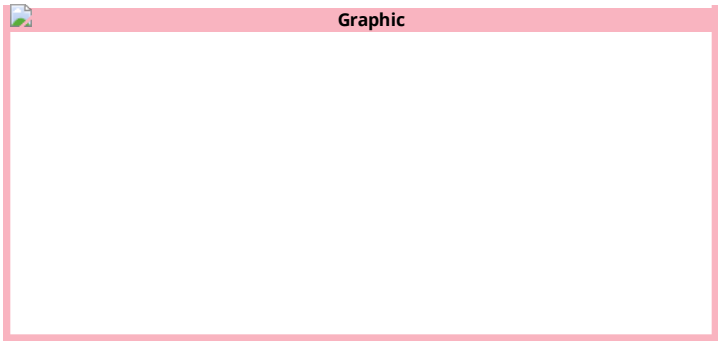
The comparisons shown in the graph below are based upon historical data and are not necessarily indicative of, nor intended to forecast, the potential future performance of our common stock.

Graphic



This graph shall not be deemed to be "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, or incorporated by reference into any filing by us under the Securities Act of 1933, as amended, or under the Exchange Act.

Recent Sales of Unregistered Equity Securities

None.

Use of Proceeds from Initial Public Offering

On August 3, 2021, we closed our IPO, in which we issued and sold 15,525,000 shares of common stock at a price to the public of $13.00 per share, inclusive of 2,025,000 shares sold pursuant to the full exercise of the underwriters' option to purchase additional shares. The IPO generated gross proceeds to us of $201.8 million. We received net proceeds of $184.3 million after deducting aggregate underwriting commissions and offering expenses of $17.6 million. All of the shares of common stock issued and sold in the offering were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333 257810), which was declared effective by the SEC on July 29, 2021. The joint book-running managers of the offering were Cowen and Company, LLC, Stifel, Nicolaus & Company, Incorporated and William Blair & Company, L.L.C.

In connection with our IPO, no payments were made by us to directors, officers or persons owning ten percent or more of our common stock or to their associates or to our affiliates.

Cash used since the IPO is described elsewhere in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of our periodic reports filed with the SEC. As of the date of this filing, there has been no material change in the planned use of proceeds from the IPO as described in the final prospectus for our IPO.

Issuer Purchases of Equity Securities

None.

Item 6. [RESERVED]

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Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and related notes thereto included elsewhere in this Annual Report on Form 10-K, as well as the other information provided from time to time in our other filings with the SEC. Some of the information contained in this discussion and analysis or set forth elsewhere in this annual

report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, our actual results could differ materially from those discussed in or implied by these forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed in the section of this Annual Report on Form 10-K titled "Risk factors." Please also see the section titled "Special note regarding forward-looking statements."

Overview

We are a leading commercial cell engineering company focused on providing enabling platform technologies to advance the discovery, development and commercialization of next-generation cell therapeutics and to support innovative cell-based research as well as next-generation cell therapeutic discovery, development and commercialization. development. Over the past twenty years, more than two decades, we have developed and commercialized our proprietary Flow Electroporation platform, which facilitates complex engineering of a wide variety of cells. Electroporation is a method of transfection, or the process of deliberately introducing molecules into cells, that involves applying an electric field in order to temporarily increase the permeability of the cell membrane. This precisely controlled increase in permeability allows the intracellular delivery of molecules, such as genetic material and proteins, that would not normally be able to cross the cell membrane as easily.

Our ExPERT platform, which is based on our Flow Electroporation technology, has been designed to address this rapidly expanding cell therapy market and can be utilized across the continuum of the high-growth cell therapy sector, from discovery and development through commercialization of next-generation, cell-based medicines. The ExPERT family of products includes: three includes four instruments, which we call the ATx, STx, GTx and GTx, respectively VLx, and related software protocols, as well as a portfolio of proprietary related disposables and consumables (as well as consumables. We launched the VLx instrument for very large-scale cell engineering made available for sale in December 2021). These September 2022.

Our disposables and consumables include processing assemblies, or PAs designed for use with our instruments, as well as accessories supporting PAs such as electroporation buffer solution and software protocols. We have garnered meaningful expertise in cell engineering via our internal research and development efforts as well as our customer-focused commercial approach, which includes a growing application scientist team. The platform is also supported by a robust intellectual property portfolio with more than 130 150 granted U.S. and foreign patents and more than 60 95 pending patent applications worldwide.

From leading commercial cell therapy drug developers and top biopharmaceutical companies to top academic and government research institutions, including the U.S. National Institutes of Health, or NIH, our customers have extensively validated our technology. We believe the features and performance of our platform have led to sustained customer engagement. Our existing customer base ranges from large biopharmaceutical companies, including all of the top 10, and 20 of the top 25, pharmaceutical companies based on 2021 global revenue, to hundreds of biotechnology companies and academic centers focused on translational research. As of December 31, 2021 December 31, 2022, we have placed more than 500 600 of our electroporation instruments worldwide.

We Historically, we have financed our operations primarily from the issuance and sale of equity securities, previous debt borrowings and cash flows from operations. Our registration statement on Form S-1 related to our initial public offering of common stock in the United States was declared effective on July 29, 2021, and our common stock began trading on the Nasdaq Global Select Market on July 30, 2021. On August 3, 2021, we issued and sold 15,525,000 shares of common stock in the our U.S. IPO at a price to the public of $13.00 per share, inclusive of 2,025,000 shares issued pursuant to the full exercise of the underwriters' option to purchase additional shares. The IPO generated gross proceeds to us of $201.8 million. We received aggregate net proceeds of $184.3 million after deducting aggregate underwriting commissions and offering costs of $17.6 million.

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We believe that the net proceeds from the IPO, together with our existing current cash, cash equivalents and short-term investments will enable us to fund our operating expenses and capital expenditure requirements for the foreseeable future. We have based this estimate on assumptions that may prove to be wrong, however, and we could exhaust our available capital resources sooner than we expect. See "Liquidity and Capital Resources" below for more information about our current capital resources.

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Since our inception, we have incurred significant operating losses. Our ability to generate revenue sufficient to achieve profitability will depend on the successful further development and commercialization of our products. We generated revenue of $33.9 million, $26.2 million $44.3 million and $21.6 million $33.9 million for the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, respectively, and incurred net losses of $19.1 million, $11.8 million $23.6 million and $12.9 million $19.1 million for those same years. As of December 31, 2021 December 31, 2022, we had an accumulated deficit of $114.3 million $137.9 million. We expect to continue to incur net losses as we focus on growing commercial sales of our products in both the United States and international markets, including growing our sales teams, scaling our manufacturing operations, continuing research and development efforts to develop new products and further enhance our existing products. Further, we expect to incur additional costs associated with operating as a public company in the United States.

We believe we have a diversified revenue model with revenue generated from multiple sources including instrument leases with recurring license fees, sales of instruments and related disposables and participation in the clinical and commercial success of some of our customers through milestone and sales-based payments under agreements that we refer to as Strategic Platform Licenses, or SPLs. In addition to our ExPERT products, we previously developed CARMA, a proprietary therapeutic platform based on transfecting mRNA into unstimulated cells for the development of immune cell therapies. In the first quarter of 2021, we conducted a strategic review of our CARMA activities and made the decision to cease further research and clinical development activities with respect to the CARMA platform for our own internal purposes and instead focus on out-licensing the CARMA platform manufacturing processes and associated intellectual property to third-party customers. During the years ended December 31, 2021, 2020 and 2019, our CARMA-related expenses were $4.1 million, $11.1 million and $11.7 million, respectively. As a result of our strategic decision to focus on out-licensing this platform, we will no longer incur these expenses in future periods. SPL agreements.

Impact of COVID-19 on Our Business

We continue to closely monitor the impact of the novel coronavirus, or COVID-19, pandemic on our business and the geographic regions where we operate. The impact of this pandemic has been and will likely continue to be extensive in many aspects of society, which has resulted in and will likely continue to result in significant disruptions to the global economy, as well as businesses and capital markets around the world.

Impacts to our business as a result of COVID-19 have included disruptions to our manufacturing operations and supply chain caused by facility closures, reductions in operating hours, staggered shifts and other social distancing efforts, decreased productivity and unavailability of materials or components, limitations on our employees' and customers' ability to travel, and delays in product installations, demonstrations, trainings or shipments to and from affected countries and within the United States. In light of the uncertain and rapidly evolving situation relating to the spread of COVID-19, we have taken precautionary measures intended to minimize the risk of the virus to our employees, our customers and the communities in which we operate, including temporarily closing our offices to visitors and limiting the number of employees in our offices to those that are deemed essential for manufacturing and research purposes, as well as virtualizing, postponing or canceling customer, employee and industry events.

Disruptions in our customers' operations have impacted and may continue to impact our business. For example, customers have experienced delays in the progress of their clinical programs, shutdowns or slowdowns in their research laboratory operations, cessation of equipment purchases, and closing of their facilities to outsiders, which have disrupted our ability to conduct product demonstrations that are a key part of our selling process. We are focused on navigating the challenges presented by the COVID-19 pandemic, which includes increased focus on inventory levels of finished goods and parts to reduce the risk of COVID-19 related supply constraints.

We do not yet know the net impact that the COVID-19 pandemic may have on our business and cannot guarantee that it will not be materially negative. Although we continue to monitor the situation and may adjust our current policies as more information and public health guidance become available, the ongoing effects of the COVID-19 pandemic and/or the precautionary measures that we or our customers have implemented or may adopt may create operational and other challenges, any of which could harm our business and results of operations. While we maintain an inventory of finished products and raw materials used in our products, a prolonged pandemic could lead to shortages

and/or extended lead times for the raw materials necessary to manufacture our products. If we experience a prolonged disruption in our manufacturing, supply chains or commercial operations, or if demand for our products is significantly reduced as a result

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of the COVID-19 pandemic, we would expect to experience a material adverse impact on our business, financial condition, results of operations and prospects.

Historically, a significant portion of our field sales, product demonstrations and user support have been conducted in person, and the marketing of our products, sourcing of potential new customers and rollout of our new products has historically been supported by our participation at industry conferences. Currently, as a result of the work and travel restrictions related to the COVID-19 pandemic, and the precautionary measures that we have adopted, substantially all of our field sales and professional services activities are being conducted remotely, which has resulted in a decrease in our travel and conference-related marketing expenditures. However, we expect these expenditures to increase in the future, which could negatively impact our financial condition and results of operations. As of the date of this Annual Report on Form 10-K, we do not yet know the extent of the negative impact of such restrictions and precautionary measures on our ability to attract new customers or retain and expand our relationships with existing customers over the near and long term.

Key Factors Affecting Our Performance

We believe that our financial performance has been, and in the foreseeable future will continue to be, primarily driven by the following factors. While each of these factors presents significant opportunities for our business, they also pose challenges that we must successfully address in order to sustain our growth and improve our results of operations. Our ability to successfully address the factors below is subject to various risks and uncertainties, including those described in this Annual Report under the heading "Risk Factors."

Sales and Leases of Instruments

Our financial performance has largely been driven by, and in the future will continue to be impacted by, the rate of sales and leases of our ExPERT family of proprietary Flow Electroporation instruments to existing and new customers. We currently market three four versions of our instruments, the ATx, the STx, and the GTx and we introduced a fourth version called the VLx under the EXPERT brand in December 2021. VLx. The ATx is primarily sold in all our markets. The STx is primarily sold to end users for research and drug discovery purposes, and the GTx is leased to customers for research, clinical or commercial use or sold for research use in certain circumstances or sold to academic centers for research or clinical use. We launched the VLx in September 2022 to provide our customers with an easier to use system that incorporates the benefits of the ExPERT platform. We view the demand for our instruments, whether in the form of sales or leases, as an indicator of the health of our current business and as a predictor of future instrument sale and lease revenue. As described below, we separately sell proprietary single-use disposables, which we call processing assemblies, or PAs, that are necessary for our customers to use our electroporation instruments. Therefore, depending on the number of instruments that have been sold or are under active lease, we have insight into the demand for PAs that will also translate to future revenue for us.

Our sales model varies based on the activity of the end customer, such as whether they are a translational research center, an academic center, a company focused on drug discovery, or a company engaged in cell therapy development, and the customer's intended use of our platform. If our customer intends to use our platform for research or drug discovery only, we typically sell the instrument outright. Each of the ATx, STx, GTx and GTx VLx instruments have different prices based on the instrument's features, with the GTx VLx being the most expensive. When we sell an instrument, we also provide a non-exclusive license to our intellectual property for the customer to use the instrument broadly for research or drug discovery, as applicable. In the case of a sale, title to the instrument conveys to the buyer, but we retain ownership of intellectual property rights and software and protocols loaded onto the instruments.

The sales cycle for our cell engineering instruments varies widely and typically ranges from approximately six to approximately 12 months, with the actual period depending on project stage, budget process, equipment prioritization and the general financial status of the customer or the market in general. As a result of this lengthy and unpredictable sales cycle, we expect that we will be prone to quarterly fluctuations in our instrument sales revenue.

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For cell therapy customers who use our technology to develop engineered cells for human therapeutic use in clinical trials or, if approved by regulatory authorities, for commercial sale, we license our platform on a non-exclusive basis in exchange for an annual fee per instrument licensed. This license fee varies based on whether the instrument is being used for pre-clinical preclinical or clinical purposes. Once we have leased an instrument to a customer, we generally have high visibility

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into future lease revenue from this customer. It is possible, however, that our future lease revenue could be impacted by failure of the customer therapeutic candidates to progress through clinical development for reasons unrelated to the successful use of our instruments, such as drug toxicity, lack of efficacy, funding constraints, changes in development priorities, patient access limitations or regulatory challenges. For any of these reasons, a customer could determine not to renew or to enter into additional instrument leases with us.

Our installed base of electroporation instruments has grown from to over 125 600 instruments as of December 31, 2015, to over 500 instruments as of December 31, 2021 December 31, 2022. This installed base includes both instruments sold to customers and instruments licensed for research and clinical use. Because of the size of the drug discovery market and our long history in that market, the installed base of instruments is currently weighted more heavily towards instruments sold for drug discovery and research applications. However, since each licensed instrument provides us with ongoing license revenues, the share of revenues from licensed instruments may grow as a share of our total revenue mix.

We plan to further grow our installed base of ExPERT instruments through additional sales and leases to our current customers and through the sale or lease of instruments to new cell therapy, drug discovery and academic customers. To achieve this goal, we intend to further expand our commercial infrastructure, including through the expansion of our sales force and field application scientists. We have expanded our sales force and field application scientist count over the past several years and now have over 20 25 dedicated field sales and application scientist professionals globally. Our candidate identification and hiring process is stringent, and there can be no assurance that we will be able to continue to recruit the high level of candidates that make up our current team.

In addition, we have numerous collaborations in place with academic and commercial institutions to further expand our capabilities and supporting data in new cell engineering applications. Recent sales efforts have also focused on expanding our presence in translational academic centers, which we view as a potentially meaningful source of installed base expansion given the increased industry focus on, and government funding allocated to, cell therapy. Academic translational centers have been a strong source of cell therapy innovation and commercial spinouts in the cell therapy sector.

We expect revenue from instruments leased to cell therapy customers to continue to grow as those customers move their existing drug development programs into later-stage clinical trials and advance their preclinical pipeline programs into clinical development. In addition, we expect new customers to emerge and contribute to these revenues, particularly given the underlying growth in the cell therapy pipeline among companies in this industry, availability of capital to support such companies, and in particular the switch by some of these cell therapy companies away from viral approaches to non-viral approaches.

Sales of Processing Assemblies

In addition to instrument sales, our current and future revenue is dependent on sales of our proprietary PAs, as well as the sale of our proprietary electroporation buffer solution, for use with our instruments. We sell PAs that are intended either to support research use or use

in current good manufacturing practices, or cGMP clinical research applications. The PAs differ in terms of their volume capacities and the associated numbers of cells that can be processed in each electroporation sequence with a particular PA, as well as the number of transfection experiments that can be performed in a single electroporation process. Our PA pricing varies based on the volume of cells processed and the number of transfections per PA.

We expect that as our installed instrument base grows, our sales of PAs and electroporation buffer solutions will grow accordingly, especially as cell therapy programs continue to progress through the clinic and potentially become commercial-stage, thereby increasing the number of PAs needed by customers. We are also developing and intend to launch new PAs that target previously unserved subsegments across the bioprocessing and cell therapy markets, which could further increase our PA sales. However, both the number of PAs used per instrument, as well as the specific PA used, is highly variable across our customer base and depends on several factors, including:

- Purpose for which the customer is using the platform;

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- Relative the purpose for which the customer is using the platform;
- the relative pricing of our PAs;
- Progression the progression of cell therapy products through preclinical and clinical development;
- Whether whether the cell therapy customer uses a centralized or decentralized manufacturing process;
- Customer's the customer's target indication, which can result in variations in patient numbers needed for clinical trials; and
- Whether whether the cells to be processed using our platform are patient-derived, donor-derived or cell line-derived.

With considerable variability of processes, even within the same indication, such as is the case for allogeneic genetically-modified cell therapies, such as chimeric antigen receptor T cells, or CAR-Ts and the nascency of the cell therapy industry, we expect that it may take several years for us to gain visibility into how these factors will impact our PA revenue over time.

We continuously re-evaluate our PA portfolio based on customer needs and have introduced, and intend to continue to introduce, new PAs, and improvements to existing PAs. Beginning in 2019, we have launched a series of new PAs, including the R-1000, which can process up to 1 mL, or 200 million cells, and the R-50x3, which is a 3-well cuvette capable of processing up to 10 million cells in each well. In 2021, we expanded our portfolio of multi-well cuvettes, which reduce manual handling and improve productivity in the lab, with the launch of our R-50x8. The R-50x8 is an 8-well cuvette capable of processing up to 225,000 cells in each well. Compared to single-well PAs, multi-well PAs allow users to run multiple samples concurrently, which enables scientists to complete more experiments per run, leading to shorter overall processing time and lower per transfection cost. The introduction of new PAs, however, introduces additional uncertainty. complementary products. Some new PAs may fail to be used in line with our expectations when they are launched. While we also price PAs based on the value provided to the customer, introduction of new PAs could cannibalize our existing PA portfolio more than we had anticipated as customers find the new products to be a better solution for their applications or workflows.

Strategic Platform Licenses (SPLs)

Typically, our cell therapy customers will either purchase our ATx instrument for research purposes or purchase or obtain a research use license under lease of our GTx instrument technology in order to validate the use of our technology in their programs and to progress their pre-clinical preclinical work towards clinic trials. However, once a cell therapy customer using one of our ExPERT instruments advances their pre-clinical preclinical research to a stage where they are planning to enter clinical development, they need to enter into a licensing arrangement with us for the rights to clinical and/or commercial use of our instrument. Our customers typically negotiate the terms of those licenses during research and pre-clinical preclinical development.

We refer to these arrangements as SPLs, SPL partnerships, the terms of which contain not only higher annual, non-exclusive license fees for the clinical use of the instrument, but also allow us to share in the economics of the customer's programs. From 2017 through February 2022, 2023, we have entered into 16 SPLs 19 SPL partnerships with commercial cell therapy developers, and those licenses currently allow for over 95 125 clinical development programs in the aggregate. On average, our current SPLs SPL partnerships allow for approximately six product candidates per license, although this average may change over time. SPLs SPL partnerships typically include potential payments to us upon the customer's achievement of specified clinical development or regulatory milestones, as well as potential sales-based payments to us, which could be payments based upon the achievement of specified sales levels and/or royalty payments that are a percentage of the customer's net sales. The amount of each milestone payment is typically correlated in size with value-creating, pre-commercial precommercial clinical progress events or commercial sales levels.

Of the over 95 125 programs associated with our current SPLs, more than 15% 16 of those programs are currently active in the clinic, meaning they have at least an FDA-cleared Investigational New Drug application, or IND. Our 16 19 SPLs have the potential to generate over $1.25 billion $1.55 billion in pre-commercial precommercial milestone payments, if all product candidates allowed under those agreements were to fully progress through clinical development and obtain regulatory approval. However, our actual milestone revenue from these agreements will likely be considerably lower than this amount, as not all programs covered by each agreement will become and remain active programs in a customer's development pipeline or successfully complete the clinical

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development process. Further, each agreement typically includes programs that have not been specifically identified, or for which a candidate may never be identified or developed by the customer.

Our strategy is to capitalize on the growth in the number of cell therapy developers by entering into new SPLs. SPL partnerships. We announced six such entered into three agreements in 2019, three in 2020, four in 2021 2022 and one so far in 2022. 2023.

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For the year ended December 31, 2021 December 31, 2022, one cell therapy company with which we have entered into an SPL accounted for 21% 23% of our total revenue, and our six largest such customers SPL partners accounted for an aggregate of approximately 40% of our total revenue for the year through a combination of instrument license fees, milestones realized and processing assembly revenue.

Our future milestone revenue under our SPLs SPL partnerships will depend in large part on the clinical and regulatory achievements of our customers. Generally, pre-commercial precommercial milestone payments become larger as programs move through the clinic. We rely in part on our customers' public disclosures around regulatory timelines to forecast our receipt of pre-commercial precommercial milestone payments. While we expect our forecasting ability to improve over time as more of our customers' programs advance through the clinic and the number of clinical programs covered by our licenses expands, given the early nature of the cell therapy clinical market, we expect our realization of pre-commercial precommercial milestones to be somewhat unpredictable.

In addition, the potential for sales-based payments once a customer's product is approved and in commercial use is unknown and variable based on a number of factors, including inherent clinical risk, potential changes in the customer's strategy, the designated indication and its impact on the potential number of patients to be served and the competitive products available to patients, product pricing and reimbursement structures, our customer's commercial manufacturing plans and the inherent unknowns in adoption of next-generation cell therapies relative to other modalities.

Gross Margins

We have historically generated overall gross margins of approximately near 90% over for the past several years, although our margins depend vary depending on our revenue mix from instruments, PAs and potential milestones under SPLs. SPL partnerships and other factors. We price our instruments at a premium given what we believe to be the broad benefits of our platform, and the limited availability of alternative, clinically validated non-viral delivery approaches. However, the market for non-viral delivery is highly competitive, and introduction of a GMP-grade platform by a competitor that delivers similar performance across a similar diversity of cell types could negatively impact our business and lead to increased price pressure that negatively impacts our gross margins. In addition, part of our growth strategy is to expand into new regional markets, which could require the use of distributors and/or our participation in more competitive environments, which could impact our ability to price our instruments at a premium and could negatively impact our ability to enter into SPLs SPL partnerships on terms similar to those currently in effect.

We expect our gross margins to benefit from realization of the economics from our SPL partnership agreements described above, to the extent that such milestones and/or sales-based payments grow to be a significant proportion of overall revenues, as there is no cost of goods sold associated with such revenue. However, realization of these potential milestone revenues is uncertain. Margins may also experience downward pressure during ramp up the investment phase of our internal PA production or due to ramp up, increases in labor and materials costs, or expansion of our PA portfolio, or as a result of future design changes and or the mix of PAs sold, or other factors, but may benefit in the mid-to-long term as PA production becomes more automated.

Key Business Metrics

In addition to revenue, we regularly review several key business metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate financial projections and make strategic decisions. These key metrics include:

- The the number of cumulative instruments that we have placed with our customers, either by sale or lease, which we refer to as our installed base and consider to be an indication of our traction within the non-viral delivery

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market and other markets and indicative of the potential future recurring revenue generated from those instruments, including disposables and annual license fees;

- The the number of active (customers with rights to develop one or more clinical programs) SPLs SPL partnerships that we have entered into with cell therapy developers, as well as the total number of our customers' clinical programs, whether active or contemplated, that are covered by such active SPLs SPL partnerships and the percentage of those

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clinical programs that are under an active IND application (or foreign equivalent), meaning that the customer is cleared to commence clinical trials;

- The the aggregate potential pre-commercial precommercial milestone payments under active SPLs, SPL partnerships, representing the maximum potential milestone payments to us if all programs covered by each SPL partnership were to achieve regulatory approval;

- The the aggregate number of potential programs licensed for clinical use, whether active or contemplated, that are covered by our SPLs; SPL partnerships; and
- The the aggregate number of programs licensed for clinical use and covered by our SPLs SPL partnerships that are currently in the clinic.

With respect to the numbers of programs under license, in many cases we make estimates of such programs based on our contract terms with our customers and our knowledge about our customers' clinical progression of their programs. We rely, in part, on our customers' public disclosures around regulatory timelines to forecast our receipt of pre-commercial precommercial milestone payments. However, it is possible that some programs may have become dormant or inactive without our knowledge, some new programs may be identified and some programs may progress further in clinical development without our knowledge if the customer has not made a public announcement. While we expect our forecasting ability to improve over time as more of our customers' programs move through the clinic and the number of clinical programs covered by our licenses expands, given the early nature of the cell therapy clinical market, we expect our realization of pre-commercial precommercial milestones to be somewhat unpredictable. This number may fluctuate due to the success of our commercial partners. Additionally, the addition of a large multi-product (program) SPL partnership may dilute the percentage of commercial programs currently in the clinic.

As of the dates presented, our key metrics described above were as follows:

	As of December 31,			December 31,		
	2021	2020*	2019	2022	2021	2020*
Installed base of instruments (sold or leased)	>500	>400	>320	>600	>500	>400
Number of active SPLs	15	12	8			
Total number of licensed clinical programs (SPLs only)	>95	>75	>55			
Total number of licensed clinical programs under SPLs currently in the clinic **	>15%	>15%	>5%			
Total potential pre-commercial milestones under SPLs	>$1.25 billion	>$950 million	>$650 million			
Number of active SPL partnerships				18	15	12
Total number of licensed clinical programs (SPL partnerships only)				>125	>95	>75
Total number of active licensed clinical programs under SPL partnerships currently in the clinic **				16	15	7
Total potential precommercial milestones under SPL partnerships				>$1.55 billion	>$1.25 billion	>$950 million

* Amounts presented as of December 31, 2020, give effect to one SPL partnership entered into and additional INDs cleared in January 2021.

** Number of licensed clinical programs under SPLs SPL partnerships are by number of product candidates and not by indication.

Components of Our Results of Operations

Revenue

We generate revenue principally from the sale of instruments, single-use PAs and buffer as well as from the lease of instruments to our customers. Our SPLs SPL partnerships also include associated clinical progress milestones and sales-based payments to us, in addition to annual lease payments. Sales of instruments and disposables under contracts with customers are classified as product sales in our consolidated financial statements. Revenue from instrument leases, including payments that we may receive from our customers based on their achievement of specified clinical development or commercialization milestones, are classified as leased elements in our consolidated financial statements.

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Our business and revenue growth strategy currently consists of the sale or lease of instruments and the sale of disposables. We record revenue from the sale of instruments or PAs upon shipment to a customer. Instrument leases are

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typically invoiced annually at the start of each instrument license period and are accounted for as monthly revenue over the lease term with the expectation of continuing customer renewals of their instrument leases. As our customers achieve clinical progress milestones and/or sales-based payment milestones, we recognize the full value of the milestone as revenue. In addition, as customers use instruments they have either purchased or leased, they typically replenish their supplies of disposables through recurring purchases. Although customers are not contractually obligated to renew their instrument leases or to purchase additional disposables and may decide not to do so solely at their own discretion, leased instruments and disposables revenue streams have historically formed an important component of our future revenues, and we believe they provide insight into our future performance. We consider these sales and lease revenue streams to be recurring revenues.

In order to evaluate how our sales are trending across key markets, as well as the contribution of program economics from our SPLs, SPL partnerships, we separately analyze revenue derived from our cell therapy customers and drug discovery customers, as well as the performance-based milestone revenues we recognize under our SPLs. SPL partnerships. Cell therapy includes revenue from instruments sold, annual license fees for instruments under lease, and sales of our proprietary disposables. Drug discovery includes revenue from instruments sold, sales of our proprietary disposables and, occasionally, instruments leased, in each case under contracts with drug discovery customers. Program-related revenue includes pre-commercial precommercial milestones earned and recognized as revenue during the period. Once SPL customers achieve regulatory approval for and commercialize their products, in nearly all cases we will also be entitled to receive sales-based payments which may be milestone payments upon achievement of specified levels of net sales and/or royalties expressed as a percentage of net sales. We have not received any commercial payments from our SPL customers to date, and we do not expect to receive any such payments in the near term. date. As our customers progress their programs and achieve additional milestones, our SPL program revenue is expected to constitute a growing portion of our total revenues in future periods.

We also offer our customers extended warranty and service plans. Our extended warranty and service plans are offered for periods beyond the standard no-fee, one-year warranty that customers who purchase instruments receive. These extended Leases of instruments include warranty during the lease term without additional charge. Extended warranty and service plans generally have fixed fees and terms ranging from one additional year to four additional years and include an annual calibration. We recognize revenue from the sale of extended warranty and service plans over the respective coverage period, which approximates the service effort provided by us. Warranties are typically not a material revenue stream for us.

Product Sales

Revenue from contracts with customers includes revenue from the sale of instruments, PAs and buffer. Customers purchase an ATx, STx, GTx or GTx VLx depending upon their intended use and all customers purchase PAs for use with our instruments. Commercial customers may not use a purchased instrument for clinical or commercial processes.

We expect product sales revenue to increase in future periods as our market grows and we are able to generate recurring PA sales. customer base grow.

Leased Elements

Revenue from leased elements consists of revenue from the leasing of instruments to customers (typically the GTx). Our leases of instruments to customers consist of fixed license/lease payments and variable milestone payments that are dependent on our customer's achievement of clinical milestones. Typically, instrument leases that provide for clinical or commercial use also include sales-based milestone payments (and/or sales-based royalties in some cases) upon the commercialization of the customer's product. Under our instrument lease arrangements, we lease our instruments to customers and provide associated software licenses to allow customers non-exclusive use of our technology for research and/or specific clinical programs, typically along with rights for commercial use upon regulatory approval of the customer's products. We also provide scientific and regulatory support to our clinical use licensees to help them improve process optimization and facilitate their regulatory submission process.

We expect leased elements revenue to increase in future periods as our market grows. and customer base grow.

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Cost of Goods Sold

Cost of goods sold primarily consists of costs for raw material parts, contract manufacturer costs, salaries, overhead, other direct costs related to sales recognized as revenue in the period, and leased equipment depreciation.

We expect that our cost of goods sold will increase or decrease primarily to the extent that our instrument and disposables revenue increases and decreases.

Gross Profit and Gross Margin

Gross profit is calculated as revenue less cost of goods sold. Gross profit margin is gross profit expressed as a percentage of revenue. Our gross profit in future periods will depend on a variety of factors, including sales mix among instruments, disposables and milestones, the specific mix among types of instruments or disposables, the proportion of revenues associated with instrument leases as opposed to sales, the share of revenues composed of milestones, changes in the costs to produce our various products, the launch of new products or changes in existing products, our cost structure for manufacturing including changes in production volumes, the proportion of sales made through third-party distributors, and the pricing of our products which may be impacted by market conditions.

Operating Expenses

Research and Development

Research and development expenses consist primarily of costs incurred for our research activities related to advancing our technology and development of applications for our technology, including research into specific applications and associated data development, process development, product development (e.g., development of instruments and disposables, including hardware and software engineering) and design and other costs not directly charged to inventory or cost of goods sold, such as supply chain development and design and management of quality systems.

These expenses include employee-related costs, such as salaries, benefits, incentive compensation, stock-based compensation, and travel, as well as consultant services, facilities, and other expenses, laboratory supplies and materials expenses for employees and contractors engaged in research and development. These expenses are exclusive of depreciation and amortization. We expense research and development costs as incurred in the period in which the underlying activity is undertaken.

We previously developed CARMA, our proprietary platform technology for the development of non-viral, human messenger RNA, or mRNA-based, chimeric antigen receptor, or CAR, or T-cell receptor, or TCR redirected immune cell therapies.

In the first quarter of 2021, we conducted a strategic review of our CARMA activities and made the decision to cease further pre-clinical preclinical and clinical activities with respect to the CARMA platform and associated candidates (MCY-M11 and other identified targets) for our own internal purposes and instead to focus on out-licensing the CARMA platform manufacturing processes and associated intellectual property to third-party customers. For periods through the first half of 2021, our research and development expenses include costs associated with developing the CARMA platform principally for a clinical trial that has concluded. There were no material CARMA-related expenses in after the second first half of 2021. As a result of our strategic decision to focus on out-licensing this platform, we will no longer incur any material CARMA-related expenses in future periods.

We believe that our continued investment in research and development is essential to our long-term competitive position. We expect to continue to incur substantial research and development expenses as we invest in research and development to support our customers, develop new uses for our existing technology and develop improved and/or new offerings to our customers and partners. As a result, we expect that our research and development expenses will continue to increase in absolute dollars in future periods and vary from period to period as a percentage of revenue.

Sales and Marketing

Our sales and marketing expenses consist primarily of salaries, commissions and other variable compensation, benefits, stock-based compensation and travel costs for employees within our commercial sales and marketing functions, as well as third-party costs associated with our marketing activities. These expenses are exclusive of depreciation and amortization.

We expect our sales and marketing expenses to increase in future periods as we expand our commercial sales, marketing and business development teams, increase our presence globally, and increase marketing activities to drive awareness and adoption of our products.

General and Administrative

General and administrative expenses primarily consist of salaries, benefits, stock-based compensation and travel costs for employees in our executive, accounting and finance, legal, corporate development, human resources, and office administration functions as well as professional services fees, such as consulting, audit, tax and legal fees, general corporate costs, facilities and allocated overhead expenses and costs associated with being a Nasdaq and AIM listed public company such as director fees, U.K. NOMAD and broker fees, investor relations consultants and insurance costs. These expenses are exclusive of depreciation and amortization.

We expect that our general and administrative expenses will continue to increase in absolute dollars in future periods, primarily due to increased headcount to support anticipated growth in the business and due to incremental costs associated with operating as a public company listed on a U.S. exchange, including insurance (particularly directors and officers insurance), costs to comply with the rules and regulations applicable to companies listed on a U.S. securities exchange and costs related to compliance and reporting obligations pursuant to the rules and regulations of the SEC and stock exchange listing standards, investor relations and professional services. We expect these expenses to vary from period to period as a percentage of revenue.

Depreciation and Amortization

Depreciation expense consists of the depreciation of property and equipment used actively in the business, primarily by research and development activities. Amortization expense includes the amortization of intangible assets over their respective useful lives.

Other Income (Expense)

Interest Expense

Interest expense consists primarily of interest related to borrowings under credit facility agreements.

For the years ended December 31, 2019 and 2020, we We previously had a $5.0 million outstanding term loan or the Term Loan, under the MidCap Credit Agreement (as discussed further below) (the "Term Loan"). In March 2021, we repaid the Term Loan in full prior to maturity as allowed by and in accordance with the terms of the MidCap Credit Agreement. full.

Other Income (Expense), Net

We previously classified an outstanding warrant for the purchase of shares of our common stock as a liability on our consolidated balance sheets since the warrant's strike price was in a currency other than our functional currency. The warrant liability was initially recorded at fair value at the date of issuance and was subsequently remeasured to fair value at each reporting date. Changes in the fair value of the warrant liability were recognized as a component of other income (expense). In a cashless settlement in August 2021, the holder fully exercised the warrant in exchange for 64,603 shares of common stock. As of December 31, 2021, we no longer had any outstanding warrants.

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Other income (expense), net also includes interest earned on cash balances in our cash accounts and interest earned on money market funds, commercial paper and corporate bonds as well as miscellaneous income unrelated to our core operations.

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Provision for Income Taxes

We did not recognize a benefit for the net operating losses we incurred for the years ended December 31, 2021, 2020 December 31, 2022 and 2019. 2021. As of December 31, 2021 December 31, 2022, we had U.S. net operating loss carryforwards of $90.3 million $93.9 million, which may be available to offset future taxable income and begin to expire in 2026, 2025, as well as net operating losses in the various states in which we file. We have recorded a full valuation allowance against our net deferred tax assets at each balance sheet date since, due to our history of net losses, we have determined that it is not currently more likely than not that our net deferred tax assets are recoverable.

The use of our net operating loss carryforwards may have been restricted by changes in our ownership and may be further restricted as a result of future changes in our ownership.

Results of Operations

Comparison of the Years Ended December 31, 2021 December 31, 2022 and 20202021

The results of operations presented below should be reviewed in conjunction with the consolidated financial statements and notes included elsewhere in this Annual Report. The following tables set forth our results of operations for the periods presented:

	Year Ended December 31,		Year Ended December 31,	
	2021	2020	2022	2021
	(in thousands)		(in thousands)	
Total revenue	$ 33,894	$ 26,169	$ 44,262	$ 33,894
Cost of goods sold	3,647	2,767	5,098	3,647
Gross profit	30,247	23,402	39,163	30,247
Operating expense				
Research and development	15,407	17,735	19,514	15,407
Sales and marketing	13,003	8,329	18,653	13,003
General and administrative	18,676	7,370	25,829	18,676
Depreciation and amortization	1,349	1,025	2,528	1,349
Total operating expense	48,435	34,459	66,524	48,435
Operating loss	(18,189)	(11,057)	(27,361)	(18,189)
Other income (expense)				
Interest and other expense	(1,044)	(826)	(127)	(1,044)
Interest and other income	151	66	3,917	151
Total other income (expense)	(894)	(760)	3,790	(894)
Net loss	$ (19,082)	$ (11,816)	$(23,571)	$(19,082)

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Revenue

The following table provides details regarding the sources of our revenue for the periods presented:

(in thousands, except percentages)	Year Ended December 31, 2021	2020	Change Amount	%	Year Ended December 31, 2022	2021	Change Amount	%
Cell therapy	$ 22,984	$ 15,769	$ 7,215	46%	$30,546	$22,984	$ 7,562	33%
Drug discovery	8,395	7,143	1,252	18%	9,100	8,395	705	8%
Program-related	2,515	3,257	(742)	(23)%	4,616	2,515	2,101	83%
Total revenue	$ 33,894	$ 26,169	$ 7,725	30%	$44,262	$33,894	$10,367	31%

Total revenue for the year ended December 31, 2021 December 31, 2022 was $33.9 million $44.3 million, an increase of $7.7 million $10.4 million, or 30% 31%, compared to revenue of $26.2 million $33.9 million during the year ended December 31, 2020 December 31, 2021.

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Our overall increase in revenue was primarily driven by growth in sales and licenses of instruments and sales of disposables to cell therapy customers. In the cell therapy market, revenue from instrument sales and licenses of instruments increased by $5.0 million $4.0 million, which was primarily due to growth in the number of cell therapy customers, particularly SPL partners, as well as continued high levels of capital invested in companies operating in our target markets, while disposables sales increased by $2.1 million $3.3 million as a result of the continued progression of our cell therapy partners' clinical development programs. programs and growth in our customer base. In the drug discovery market, the $1.3 million $0.7 million increase was principally due to an increase in sales of disposables, including both single-well and multi-well processing assemblies. assemblies, and an increase in sales of instruments, including the VLx, which was launched in September 2022.

The $0.7 million decrease $2.1 million increase in program-related revenues resulted from achievement of contractually specified clinical progress milestones and reflects the expected variability from period to period in the level of program-related revenue given the small number of individual triggering events which currently generate this portion of revenue. We expect program-related revenue to continue to experience variability for some time, although we anticipate that variability may moderate as the volume of SPLs SPL partnerships and associated milestones grows.

Cost of Goods Sold and Gross Profit

(in thousands, except percentages)	Year Ended December 31, 2021	2020	Change Amount	%	Year Ended December 31, 2022	2021	Change Amount	%
Cost of goods sold	$ 3,647	$ 2,767	$ 880	32%	$ 5,098	$ 3,647	$ 1,451	40%
Gross profit	$ 30,247	$ 23,402	$ 6,845	29%	$ 39,163	$ 30,247	$ 8,916	29%
Gross margin	89%	89%			88%	89%		

Cost of goods sold increased by $0.9 million $1.5 million, or 32% 40%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The increase was primarily driven by higher sales of instruments and disposables.

Gross profit increased by $6.8 million $8.9 million, or 29%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The increase was primarily driven by increased revenue from instrument sales and licenses and disposable sales partially offset by the decrease in program related revenues. as well as increased program-related revenue.

Operating Expenses

Research and Development

(in thousands, except percentages)	Year Ended December 31, 2021	Year Ended December 31, 2020	Change Amount	Change %	Year Ended December 31, 2022	Year Ended December 31, 2021	Change Amount	Change %
Research and development	$ 15,407	$ 17,735	($2,328)	(13)%	$ 19,514	$ 15,407	$ 4,107	27%

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Research and development expenses decreased increased by $2.3 million $4.1 million, or 13% 27%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The decrease increase was primarily driven by a $5.8 million $3.1 million increase in compensation expenses associated with headcount increases, a $1.8 million increase in stock-based compensation expense, a $1.2 million increase in lab supplies expenses and product development costs, a $0.8 million increase in occupancy expense, a $0.5 million increase in travel expenses, and a $0.6 million increase in professional service fees and other expenses, partially offset by a $4.4 million decrease in CARMA expenses as a result of the wind-down of our CARMA operations partially offset by a $1.1 million increase in compensation expenses associated with headcount increases, a $1.4 million increase in stock-based compensation primarily due to stock price appreciation, a $0.5 million increase in product development and lab expenses and a $0.3 million increase in occupancy expenses. 2021.

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Sales and Marketing

(in thousands, except percentages)	Year Ended December 31, 2021	Year Ended December 31, 2020	Change Amount	Change %	Year Ended December 31, 2022	Year Ended December 31, 2021	Change Amount	Change %
Sales and marketing	$ 13,003	$ 8,329	$ 4,674	56%	$ 18,653	$ 13,003	$ 5,650	43%

Sales and marketing expenses increased by $4.7 million $5.7 million, or 56% 43%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The increase was primarily driven by a $2.9 million $2.5 million increase in compensation expenses as a result of increases in headcount and commissions on sales, a $2.0 million increase in marketing and travel expenses, and a $1.0 million $1.1 million increase in stock-based compensation primarily due to stock price appreciation and a $0.5 million increase in marketing expenses. expense.

General and Administrative

(in thousands, except percentages)	Year Ended December 31, 2021	Year Ended December 31, 2020	Change Amount	Change %	Year Ended December 31, 2022	Year Ended December 31, 2021	Change Amount	Change %
General and administrative	$ 18,676	$ 7,370	$ 11,306	153%	$ 25,829	$ 18,676	$ 7,153	38%

General and administrative expense increased by $11.3 million $7.2 million, or 153% 38%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The increase was primarily driven by a $3.8 million increase in compensation expense associated with headcount and salary increases, a $3.4 million increase in stock-based compensation primarily due to stock price appreciation, a $2.0 million increase in expenses including legal and professional services, a $1.1 million $2.1 million increase in expense associated with the costs of our common stock being listed on the Nasdaq stock exchange, including insurance and related legal expenses, a $2.0 million increase in compensation expense associated with headcount and salary increases, a $1.1 million increase in occupancy expense related to our new office lease, a $1.0 million increase in stock-based compensation expense, and a $0.7 million increase in recruiting fees and other general expenses. office expenses, including taxes.

Depreciation and Amortization

(in thousands, except percentages)	Year Ended December 31, 2021	Year Ended December 31, 2020	Change Amount	Change %	Year Ended December 31, 2022	Year Ended December 31, 2021	Change Amount	Change %
Depreciation and amortization	$ 1,349	$ 1,025	$ 324	32%	$ 2,528	$ 1,349	$ 1,179	87%

Depreciation and amortization expense increased by $0.3 million $1.2 million, or 32% 87%, for the year ended December 31, 2021 December 31, 2022, compared to the year ended December 31, 2020 December 31, 2021. The increase was primarily driven by a significant investment increases in capital assets made leasehold improvements and investments in 2020 laboratory equipment and 2021 for laboratory associated equipment. consignment instruments.

Interest and Other Income (Expense)

(in thousands, except percentages)	Year Ended December 31, 2021	Year Ended December 31, 2020	Change Amount	Change %	Year Ended December 31, 2022	Year Ended December 31, 2021	Change Amount	Change %
Interest and other expense	$ 1,044	$ 826	$219	27%	$ 127	$ 1,044	$ (918)	(88%)
Interest and other income	$ 151	$ 66	$85	129%	3,917	151	3,766	NM

Interest and other expense decreased by $0.9 million, or 88%, for the year ended December 31, 2022, compared to the year ended December 31, 2022. The decrease was primarily driven by the repayment of the Term Loan in March 2021 and the cashless exercise of a warrant in August 2021, which resulted in us no longer incurring interest expense on indebtedness or warrant fair value adjustments. The increase of $3.8 million in interest and other income was primarily driven by significantly higher average balances of short-term investments resulting from the IPO proceeds received in

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August 2021 and increases in interest rates during 2022. Interest and other income were immaterial in the years ended December 31, 2021 and 2020. Interest and other expense increased by $0.2 million, or 27%, not material for the year ended December 31, 2021, compared to the year ended December 31, 2020. The increase was primarily driven by the termination fees associated with repayment before maturity of the MidCap loan and the fair value change of common stock warrants prior to their full exercise.

Comparison of the Years Ended December 31, 2020 and 2019

The results of operations presented below should be reviewed in conjunction with the consolidated financial statements and notes included elsewhere in this Annual Report. The following tables set forth our results of operations for the periods presented:

	Year Ended December 31,	
	2020	2019
	(in thousands)	
Total revenue	$ 26,169	$ 21,621
Cost of goods sold	2,767	2,499
Gross profit	23,402	19,122
Operating expense		
Research and development	17,735	17,592
Sales and marketing	8,329	7,852
General and administrative	7,370	5,556
Depreciation and amortization	1,025	541
Total operating expense	34,459	31,542
Operating loss	(11,057)	(12,420)
Other income (expense)		
Interest and other expense	(826)	(681)
Interest and other income	66	206
Total other income (expense)	(760)	(475)
Net loss	$ (11,816)	$ (12,895)

Revenue

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
Cell therapy	$ 15,769	$ 11,868	$ 3,901	33%
Drug discovery	7,143	7,321	(178)	(2%)
Program-related	3,257	2,432	825	34%
Total revenue	$ 26,169	$ 21,621	$ 4,548	21%

Total revenue for the year ended December 31, 2020 was $26.2 million, an increase of $4.5 million, or 21%, compared to revenue of $21.6 million during the year ended December 31, 2019. Our overall increase in revenue primarily was driven by growth among cell therapy customers in the number of instruments and disposables that we sold, new leased instrument placements, and recurring revenues from existing instrument leases, as well as growth in the number of clinical milestone events that our SPL customers achieved that resulted in payments to us. Instrument sales and leases and disposable sales increased in part due to continued high levels of capital invested in companies operating in our target markets. Milestones increased due to the clinical progress of our SPL customers.

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Cost of Goods Sold

	Year Ended December 31,		Change	
	2020	2019	Amount	%

(in thousands, except percentages)				
Cost of goods sold	$ 2,767	$ 2,499	$ 268	11%
Gross profit	$ 23,402	$ 19,122	$ 4,280	22%
Gross margin	89%	88%		

Costs of goods sold increased by $0.3 million, or 11%, from the year ended December 31, 2019 to the year ended December 31, 2020. The increase was primarily driven by higher sales of instruments and disposables. Cost of goods sold did not increase at the same rate as revenue growth because of the growth in milestone payments, which have no associated cost of goods.

Operating Expenses

Research and Development

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
Research and development	$ 17,735	$ 17,592	$143	1%

Research and development expenses increased by $0.1 million, or 1%, from the year ended December 31, 2019 to the year ended December 31, 2020. The increase was primarily driven by increased compensation expense associated with field application scientist headcount increases and applications development headcount increases which combined to add $1.4 million to research and development costs, offset by reduced expenses associated with our CARMA activities of $1.1 million and reduced travel expenses of $0.3 million during 2020 due to the impact of the COVID-19 pandemic.

Sales and Marketing

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
Sales and marketing	$ 8,329	$ 7,852	$477	6%

Sales and marketing expenses increased by $0.5 million, or 6%, from the year ended December 31, 2019 to the year ended December 31, 2020. The increase was primarily driven by increased compensation expense as a result of headcount increases, commissions on sales, and stock-based compensation which added $1.8 million to sales and marketing costs, partially offset by COVID-19 driven reductions in travel and marketing expenses of $1.3 million. As travel and in-person restrictions instituted due to COVID-19 begin to recede, we expect travel and marketing expenses to increase.

General and Administrative

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
General and administrative	$ 7,370	$ 5,556	$1,814	33%

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General and administrative expense increased by $1.8 million, or 33%, from the year ended December 31, 2019 to the year ended December 31, 2020. The increase was primarily driven by increased compensation expense associated with headcount increases, salary increases, and stock-based compensation which added $1.5 million within the general and administrative function as well as $0.6 million of expenses associated with capital raising activities that were not eligible to be capitalized.

Depreciation and Amortization

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
Depreciation and amortization	$ 1,025	$ 541	$484	89%

Depreciation and amortization expense increased by $0.5 million, or 89%, for the year ended December 31, 2020 compared to the year ended December 31, 2019. The increase was primarily driven by a significant investment in capital assets made in 2019 and 2020 for laboratory equipment and internally developed software.

Interest and Other Income (Expense)

	Year Ended December 31,		Change	
	2020	2019	Amount	%
(in thousands, except percentages)				
Interest and other expense	$ 826	$ 681	$145	21%
Interest and other income	$ 66	$ 206	($140)	(68)%

Interest and other expense increased by $0.1 million, or 21%, from the year ended December 31, 2019 to the year ended December 31, 2020. The increase was primarily driven by the fair value change of common stock warrants, partially offset by fees associated with an early prepayment of debt in 2019 and the lower interest expenses due to a lower average loan balance associated with an early repayment of debt in 2019.

Interest and other income decreased by $0.1 million, or 68%, from the year ended December 31, 2019 to the year ended December 31, 2020. The decrease was primarily driven by declining interest income due to lower market rates in 2020 on our short-term investments.

Liquidity and Capital Resources

Since our inception, we have experienced losses and negative cash flows from operations. For the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, we incurred net losses of $19.1 million, $11.8 million $23.6 million and $12.9 million $19.1 million, respectively. As of December 31, 2021 December 31, 2022, we had an accumulated deficit of $114.3 million $137.9 million. To date, we have funded our operations primarily with proceeds from sales of common stock, borrowings under loan agreements and cash flows associated with sales and licenses of our products to customers. On August 3, 2021, we completed our Nasdaq IPO, generating gross proceeds of $201.8 million. We received net proceeds of $184.3 million after deducting aggregate underwriting commissions and offering expenses of $17.6 million. As of December 31, 2021 December 31, 2022, we had cash and cash equivalents and short-term investments of $255.0 million $227.3 million.

We expect to incur increased near-term operating losses as we continue to invest in expanding our business through growing our sales and marketing efforts, continued research and development, product development and expanding our product offerings. Based on our current business plan, we believe the net proceeds from the IPO, together with that our existing cash, and cash equivalents, short-term investments and internally generated cash flows will enable us to fund our operating expenses and capital expenditure requirements for at least the foreseeable future. next 12 months.

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We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect. Our future funding requirements will depend on many factors, including:

- Transaction transaction and capital expenditures necessitated by strategic activities;
- Market market acceptance of our products;
- The the cost and timing of establishing additional sales, marketing and distribution capabilities;
- The the cost of our research and development activities and successful development of data supporting use of our products for new applications, and timely launch of new features and products;
- Our sales to existing and new customers and the progress of our SPL partners in developing their pipelines of product candidates;
- our ability to enter into additional SPLs SPL partnerships and licenses for clinical use of our platform in the future;
- Changes changes in the amount of capital available to existing and emerging customers in our target markets;
- The the effect of competing technological and market developments; and
- The the level of our selling, general and administrative expenses.

If we are unable to execute on our business plan and adequately fund operations, or if the business plan requires a level of spending in excess of cash resources, we will have to seek additional equity or debt financing. If additional financings are required from outside sources, we may not be able to raise such capital on terms acceptable to us or at all. To the extent that we raise additional capital through the sale of equity or debt securities, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants restricting our ability to take specific actions, such as incurring additional debt, selling or licensing our assets, making product acquisitions, making capital expenditures or declaring dividends. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or our products, or grant licenses on terms that are not favorable to us. If we are unable to raise additional

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capital when desired, we may have to delay development or commercialization of future products. We also may have to reduce marketing, customer support or other resources devoted to our existing products.

Cash Flows

The following table summarizes our uses and sources of cash for the periods presented:

	Year Ended December 31,			Year Ended December 31,	
(in thousands)	2021	2020	2019	2022	2021
Net cash provided by (used in):					
Operating activities	$ (10,680)	$ (8,782)	$ (8,803)	$(14,783)	$ (10,680)
Investing activities	(195,013)	(16,578)	455	(24,823)	(195,013)
Financing activities	234,720	28,905	12,311	2,889	234,720
Net increase in cash and cash equivalents	$ 29,027	$ 3,544	$ 3,963		
Net (decrease) increase in cash and cash equivalents				$(36,718)	$ 29,027

Operating Activities

Net cash used in operating activities for the year ended December 31, 2022 was $14.8 million, and consisted primarily of our net loss of $23.6 million, offset in part by net non-cash expenses of $12.0 million, including stock-based compensation of $11.8 million, depreciation and amortization expenses of $2.7 million, offset by the amortization of $2.7 million of discounts on short-term investments. We also had net cash outflows of $3.2 million due to net changes in our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily of an increase in the net effect of our right-of- use assets and lease liabilities of $6.2 million, an increase in other liabilities of $0.9 million and a decrease in prepaid expenses and other current assets of $0.5 million, partially offset by a $4.8 million increase in accounts receivable, a $3.5 million increase in inventory, a $1.9 million increase in tenant improvement allowances receivable and a $0.5 million decrease in other assets.

Net cash used in operating activities for the year ended December 31, 2021 was $10.7 million, and consisted primarily of our net loss of $19.1 million, offset in part by net non-cash expenses of $10.0 million, including stock-based compensation of $8.0 million, depreciation and amortization expenses of $1.4 million, and warrant liability fair value adjustments of $0.6 million. We also had net cash outflows of $1.6 million due to net changes in our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily of an increase in deferred revenue (consisting primarily of unrecognized instrument license revenue) of $1.9 million and an increase in accounts payable

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and accrued expenses of $2.1 million, partially offset by a $2.3 million increase in prepaid expenses and other current assets, a $1.7 million increase in accounts receivable and a $1.4 million increase in inventory.

Net cash*Investing Activities*

Cash used in operating investing activities for during the year ended December 31, 2020 December 31, 2022 was $8.8 million $24.8 million, and consisted which was primarily attributable to maturities of our net loss short-term marketable securities of $11.8 million, offset in part by net non-cash expenses of $3.9 million, including stock-based compensation of $2.5 million and depreciation and amortization expenses of $1.0 million. We also had net cash outflows of $0.9 million due to net changes in our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily of an increase in deferred revenue of $1.6 million and an increase in accounts payable and accrued expenses of $0.4 million $284.6 million, partially offset by a $1.8 million increase in accounts receivable, a $0.9 million increase in inventory, a $0.2 million increase in other current and non-current assets and a $0.1 million increase in the net effect purchases of our right-of-use assets and lease liabilities.

Net cash used in operating activities for the year ended December 31, 2019 was $8.8 million short-term marketable securities of $290.9 million, and consisted primarily of our net loss of $12.9 million, offset in part by net non-cash capitalized lease-related construction expenses of $2.5 million $14.2 million, including stock-based compensation purchases of $1.8 million equipment and depreciation furniture of $3.9 million and amortization expenses capitalized internal-use software of $0.6 million $1.0 million. We also had net cash inflows Purchases of $1.6 million due to changes short-term marketable securities are made as part of ordinary course investing activities in compliance with our operating assets and liabilities. Net changes in our operating assets and liabilities consisted primarily investment policy which has as its primary objective preservation of a decrease in accounts receivable of $1.6 million, an increase in accounts payable and accrued expenses of $1.2 million, an increase in deferred revenue of $0.8 million and a $0.5 million increase in the net effect of our right-of- use assets and lease liabilities, partially offset by a $1.9 million increase in inventory and a $0.7 million increase in other current and non-current liabilities.

*Investing Activities*principal.

Cash used in investing activities during the year ended December 31, 2021 was $195.0 million, which was primarily attributable to net purchases of short-term marketable securities of $191.2 million, as well as purchases of property and equipment of $1.5 million and capitalized new product development costs of $2.3 million. Purchases of short-term marketable securities are made as part of ordinary course investing activities in compliance with our investment policy which has as its primary objective preservation of principal.

Cash used in investing*Financing Activities*

Net cash provided by financing activities during the year ended December 31, 2020 December 31, 2022 was $16.6 million $2.9 million, which was primarily attributable to net purchases consisted exclusively of marketable securities proceeds from the exercise of $14.5 million and purchases stock options.

Table of property and equipment of $2.1 million. Contents

Cash provided by investing activities during the year ended December 31, 2019 was $0.5 million, which was primarily attributable to net purchases and maturities of marketable securities of $1.7 million, partially offset by purchases of property and equipment of $1.3 million.

Financing Activities

Net cash provided by financing activities during the year ended December 31, 2021 was $234.7 million, which was primarily attributable to net proceeds of $236.1 million, including $51.8 million from the issuance of common stock in the first quarter and $184.3 million from the IPO in the third quarter of 2021, and proceeds of $3.6 million from the exercise of stock options, partially offset by the repayment of the Midcap loan Term Loan of $4.9 million.

Cash provided by financing activities during the year ended December 31, 2020 was $28.9 million, which was primarily attributable to net proceeds from issuance of common stock of $28.6 million and the proceeds of $0.4 million from the exercise of stock options, partially offset by lease principal payments of $0.1 million.

Cash provided by financing activities during the year ended December 31, 2019 was $12.3 million, which was primarily attributable to net proceeds from issuance of common stock of $12.3 million, proceeds from borrowing under our MidCap Credit Agreement of $5.0 million and the proceeds of $0.1 million from the exercise of stock options, partially offset by the repayment of our previously outstanding borrowing under the MidCap Credit Agreement of $5.1 million.

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Contractual Obligations and Commitments

Our contractual obligations and commitments as of December 31, 2021, December 31, 2022 consisted exclusively of operating lease obligations. On May 27, 2021, In May 2021, we entered into an operating lease or the 2021 Lease, for new office, laboratory lab and warehouse/manufacturing space. The lease for the new facility consists of three phases, with Phase 1 having commenced in December 2021 and Phase 2 having commenced in the first quarter of 2022. Phase 3 is expected to begin before November 1, 2023. The lease term for all phases expires on August 31, 2035. We designed and constructed the leasehold improvements with the approval of the landlord. The lease provides that the landlord will reimburse us for costs of property improvements up to amounts specified in the lease. The total incremental non-cancellable lease payments under the lease agreement are $29.6 million through the lease term. We expect to be able to fund our obligations under the new lease, both in the short term and in the long term, from cash on hand, short-term investments and operating cash flows. See Part I, Item 2, "Facilities" in this Annual Report for additional information regarding the 2021 Lease.

We will design and construct the leasehold improvements with the approval of the landlord. The lease agreement includes a landlord-provided tenant improvement allowance of $6.3 million, which will be applied to the construction cost of leasehold improvements. The total incremental non-cancellable lease payments under the 2021 Lease are approximately $29.9 million over the lease term, which continues until 2035. new office lease.

On June 8, 2021, we exercised our option to early terminate one of our existing office and lab space lease arrangements. The arrangements associated with our former headquarters facility. That amended office lease expires expired on June 7, 2022.

As of December 31, 2021, operating lease obligations included approximately $1.0 million In June 2022, we exercised our option to early terminate our remaining subleased office, laboratory, manufacturing and other spaces associated with our former headquarters facility, which became effective in payments due under our lease of office July and laboratory space under operating lease agreements that expire August 2022. These subleases previously had expiration dates in October 2023.

In August 2021, we terminated a finance lease and following that termination, we had no finance lease obligations as of December 31, 2021, we did not have any finance lease obligations. As of December 31, 2020, December 31, 2022.

We had no debt obligations included the contractually required principal and interest payments payable under our MidCap Credit Agreement, under which borrowings bore interest at a variable rate. On March 12, 2021, we repaid all amounts outstanding under the MidCap Credit Agreement in full. as of December 31, 2022 or 2021.

Purchase orders or contracts for the purchase of supplies and other goods and services are based on our current procurement or development needs and are generally fulfilled by our vendors within short time horizons.

Critical Accounting Policies and Significant Judgments and Estimates

We have prepared our consolidated financial statements in accordance with generally accepted accounting principles in the United States. Our preparation of these consolidated financial statements requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue, expenses and related disclosures. We evaluate our estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources.

Actual results could therefore differ materially from these estimates under different assumptions or conditions.

While our significant accounting policies are described in more detail in Note 2 to our audited consolidated financial statements included elsewhere in this Annual Report, we believe the following accounting policies to be critical to the judgments and estimates used in the preparation of our consolidated financial statements.

Revenue Recognition

We derive revenue from two primary sources, product sales, which are comprised primarily of instrument and disposables revenue, and leased elements, which are comprised of revenue associated with instrument leases.

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For revenue generated pursuant to contracts with customers, we recognize revenue when our customer obtains control of promised goods or services, in an amount that reflects the consideration that we expect to receive in exchange for those goods or services. In determining the appropriate amount of revenue to be recognized as we fulfill our obligations under our arrangements, we perform the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the assessment of the constraint on variable consideration; (iv) allocation of the transaction price to the performance

obligations obligations; and (v) recognition of revenue when, or as, we satisfy each performance obligation. At contract inception, we assess the goods or services promised within each contract, determine which goods or services are performance obligations and assess whether each promised good or service is distinct.

We enter into instrument lease and licensing arrangements that are accounted for using lease accounting rather than accounted for as pursuant to contracts with customers. Under these arrangements, we license to third parties' parties the rights to use our products and embedded software. The terms of these arrangements typically include payment to us of one or more of the following: instrument lease fees, and clinical progress milestones and may, under the terms of existing agreements, include regulatory and/or sales milestone payments and/or royalties. Revenue from instrument leases is recognized ratably over the determined contractual term of the lease agreement and revenue from associated milestones is recognized when each specific milestone event is achieved by the customer.

In some product sale arrangements, products and services have been sold together representing distinct performance obligations. In such arrangements we allocate the sale price to the various performance obligations in the arrangement on a relative standalone selling price basis.

The standalone selling price is Under this basis, the price at which an entity would sell a promised good or service separately to a customer. We estimate Company determines the standalone estimated selling price of each of the identified performance obligations obligation in our customer contracts, maximizing the use of observable inputs. Our process for determining standalone selling price requires judgment and considers multiple factors a manner that are reasonably available and maximizes the use of observable inputs is consistent with that may vary over time depending upon the unique facts and circumstances related used to each performance obligation. We believe that this method results in an estimate that represents determine the price we would charge for to sell the product offerings if they were sold separately. deliverable on a standalone basis.

Taxes, such as sales, value-add and other taxes, collected from customers concurrent with revenue generating activities and remitted to governmental authorities are not included in revenue. Shipping and handling costs associated with outbound freight are primarily directly paid by customers as pass-through costs.

Amounts received under lease arrangements prior to revenue recognition are recorded as deferred revenue in our consolidated balance sheets. Amounts expected to be recognized as revenue within the 12 months following the balance sheet date are classified as current portion of deferred revenue in our consolidated balance sheets. Amounts not expected to be recognized as revenue within the 12 months following the balance sheet date are classified as other liabilities in our consolidated balance sheets.

Stock-based Compensation

We maintain an incentive compensation plan under which stock options and restricted stock units are granted primarily to employees, consultants and non-employee directors. We measure stock-based compensation expense on the date of grant and recognize the corresponding compensation expense of those awards over the requisite service period, which is generally the vesting period of the respective award. We record forfeitures as they occur.

We estimate the fair value of stock options granted to our employees and directors based on the closing price of our common stock on the grant date and the resulting stock-based compensation expense using the Black-Scholes option-pricing model. For grants prior to July 30, 2021, the fair value was based on the value of our common stock on the AIM, a market operated by the London Stock Exchange; AIM; for grants after that date, the fair value was is based on the value of our common stock on the Nasdaq Global Select Market on the grant date. The Black-Scholes option-pricing model requires the use of assumptions regarding a number of variables that are complex, subjective and generally require significant judgment to determine. The assumptions include expected volatility using either publicly traded peer group companies' common stock (for grants before July 1, 2022) or the Company's own common stock (for grants beginning on July 1, 2022), expected dividend yield, risk-free rate of interest and the expected term using the simplified method.

Recent Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position, results of operations or cash flows is disclosed in Note 2 to our consolidated financial statements in this Annual Report.

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Emerging Growth Company Status

We are an "emerging growth company," or EGC, under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Section 107 of the JOBS Act provides that an EGC can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Thus, an EGC can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of the delayed adoption of new and revised accounting standards and, therefore, we will be subject to the same requirements to adopt new or revised accounting standards as private entities. We also intend to rely on other exemptions provided by the JOBS Act, including not being required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act.

We will remain an emerging growth company EGC until the earliest of: (i) December 31, 2026, which is the last day of the fiscal year following the fifth anniversary of our initial public offering in the United States; (ii) the last day of the first fiscal year in which our annual gross revenue is $1.07 billion $1.235 billion or more; (iii) the date on which we have, during the previous rolling three-year period, issued more than $1 billion in non-convertible debt securities; and (iv) the last day of the fiscal year in which the market value of our common stock held by non-affiliates exceeded $700 million as of June 30 of such fiscal year. Based on

We are also a "smaller reporting company," as defined by Rule 12b-2 of the current Exchange Act. We may continue to be a smaller reporting company if either (i) the market value of our common stock it held by non-affiliates is possible that less than $250 million as of the last business day of our second fiscal quarter or (ii) our annual revenue is less than $100 million during the most recently completed fiscal year and the market value of our stock held by non-affiliates is less than $700 million as of the last business day of our second fiscal quarter. If we may lose are a smaller reporting company at the time we cease to be an emerging growth company, status we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company we have elected to present only the two most recent fiscal years of December 31, 2022. audited financial statements in this Annual Report. In addition, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

We are exposed to market risk for changes in interest rates related primarily to balances of our financial instruments including cash and cash equivalents and short-term investments. As of December 31, 2021, we had cash and cash equivalents and short-term investments of $255.0 million, which consisted primarily of money market funds and commercial paper. The primary objective of our investment approach is to preserve principal and provide liquidity. As of December 31, 2021, we held money market fund securities of $19.3 million, short-term corporate debt of $4.9 million and short-term commercial paper of $227.8 million. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in the general level of interest rates in the United States. A a result, a 10% change in the level of market interest rates would not be expected to have a material effect on our business, financial condition or results of operations.

Foreign Currency Risk

We are exposed to financial risks as a result of exchange rate fluctuations between the U.S. Dollar and certain foreign currencies and the volatility of these rates. In the normal course of business, we earn revenue primarily denominated in U.S. Dollars as well as in Euros and British Pounds. We incur expenses primarily in U.S. Dollars as well as in Euros, British Pounds and other currencies. Our reporting currency is the U.S. Dollar. We hold our cash primarily in U.S. Dollars as well as in Euros and British Pounds. We do not expect that foreign currency gains or losses

will have a material effect on our financial position or results of operations in the foreseeable future. We have not entered into any hedging arrangements with respect to foreign currency risk. As our international operations grow, we will continue to reassess our approach to managing risks relating to fluctuations in currency exchange rates.

Inflation Risk

During the last two years, inflation and changing prices have not had a material effect on our business. We are unable to predict whether inflation or changing prices will materially affect our business in the foreseeable future.

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Item 8. Financial Statements and Supplementary Data.

MaxCyte, Inc.

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Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of MaxCyte, Inc.

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of MaxCyte, Inc. and Subsidiary (the "Company") as of December 31, 2021 December 31, 2022 and 2020, 2021, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for each of the three years in the period then ended, December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 December 31, 2022 and 2020, 2021, and the results of their operations

and their cash flows for each of the three years in the period then ended, December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ CohnReznick LLP

We have served as the Company's auditor since 2018.

Tysons, Virginia
March 22, 2022 15, 2023

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MaxCyte, Inc.

Consolidated Balance Sheets

	December 31,		December 31,	
	2021	2020	2022	2021
Assets				
Current assets:				
Cash and cash equivalents	$ 47,782,400	$ 18,755,200	$ 11,064,700	$ 47,782,400
Short-term investments, at amortized cost	207,261,400	16,007,500	216,274,900	207,261,400
Accounts receivable	6,877,000	5,171,900	11,654,600	6,877,000
Accounts receivable - TIA (Note 9)			1,912,400	—
Inventory	5,204,600	4,315,800	8,580,800	5,204,600
Prepaid expenses and other current assets	3,307,400	1,003,000	2,778,800	3,307,400
Total current assets	**270,432,800**	**45,253,400**	**252,266,200**	**270,432,800**
Property and equipment, net	7,681,200	4,546,200	23,724,700	7,681,200

Right of use asset - operating leases	5,689,300	1,728,300		
Right of use asset - finance leases	-	218,300		
Right-of-use asset - operating leases			9,853,500	5,689,300
Other assets	316,700	33,900	809,000	316,700
Total assets	**$ 284,120,000**	**$ 51,780,100**	**$ 286,653,400**	**$ 284,120,000**
Liabilities and stockholders' equity				
Current liabilities:				
Accounts payable	$ 1,820,300	$ 890,200	$ 531,800	$ 1,820,300
Accrued expenses and other	6,523,500	5,308,500	8,025,300	6,523,500
Operating lease liability, current	527,200	572,600	156,800	527,200
Deferred revenue, current portion	6,746,800	4,843,000	6,712,600	6,746,800
Total current liabilities	**15,617,800**	**11,614,300**	**15,426,500**	**15,617,800**
Note payable, net of discount, and deferred fees	—	4,917,000		
Operating lease liability, net of current portion	5,154,900	1,234,600	15,938,100	5,154,900
Other liabilities	450,200	788,800	1,321,600	450,200
Total liabilities	**21,222,900**	**18,554,700**	**32,686,200**	**21,222,900**
Commitments and contingencies (Note 9)				
Stockholders' equity				
Preferred stock, $0.01 par value; 5,000,000 and no shares authorized at December 31, 2021 and 2020, respectively; no shares issued and outstanding	—	—		
Common stock, $0.01 par value; 400,000,000 and 200,000,000 shares authorized, 101,202,705 and 77,382,473 shares issued and outstanding at December 31, 2021 and December 31, 2020, respectively	1,012,000	773,800		
Preferred stock, $0.01 par value; 5,000,000 shares authorized and no shares issued and outstanding at December 31, 2022 and December 31, 2021			—	—
Common stock, $0.01 par value; 400,000,000 shares authorized, 102,397,913 and 101,202,705 shares issued and outstanding at December 31, 2022 and December 31, 2021, respectively			1,024,000	1,012,000
Additional paid-in capital	376,189,600	127,673,900	390,818,500	376,189,600
Accumulated deficit	(114,304,500)	(95,222,300)	(137,875,300)	(114,304,500)
Total stockholders' equity	**262,897,100**	**33,225,400**	**253,967,200**	**262,897,100**
Total liabilities and stockholders' equity	**$ 284,120,000**	**$ 51,780,100**	**$ 286,653,400**	**$ 284,120,000**

See accompanying notes to consolidated financial statements.

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MaxCyte, Inc.

Consolidated Statements of Operations

	Year Ended December 31,	Year Ended December 31,

	2021	2020	2019	2022	2021
Revenue	**$ 33,894,100**	**$ 26,168,900**	**$ 21,620,700**	**$ 44,261,500**	**$ 33,894,100**
Cost of goods sold	3,647,400	2,767,000	2,499,200	5,098,400	3,647,400
Gross profit	**30,246,700**	**23,401,900**	**19,121,500**	**39,163,100**	**30,246,700**
Operating expenses:					
Research and development	15,407,300	17,734,800	17,592,300	19,514,400	15,407,300
Sales and marketing	13,002,900	8,328,700	7,852,100	18,652,900	13,002,900
General and administrative	18,676,000	7,370,000	5,555,800	25,828,700	18,676,000
Depreciation and amortization	1,349,100	1,025,100	541,300	2,527,600	1,349,100
Total operating expenses	**48,435,300**	**34,458,600**	**31,541,500**	**66,523,600**	**48,435,300**
Operating loss	**(18,188,600)**	**(11,056,700)**	**(12,420,000)**	**(27,360,500)**	**(18,188,600)**
Other income (expense):					
Interest and other expense	(1,044,400)	(825,600)	(681,100)	(126,900)	(1,044,400)
Interest income	150,800	65,900	206,100	3,916,600	150,800
Total other income (expense)	**(893,600)**	**(759,700)**	**(475,000)**	**3,789,700**	**(893,600)**
Provision for income taxes	**—**	**—**	**—**	**—**	**—**
Net loss	**$ (19,082,200)**	**$ (11,816,400)**	**$ (12,895,000)**	**$ (23,570,800)**	**$(19,082,200)**
Basic and diluted net loss per share	**$ (0.21)**	**$ (0.17)**	**$ (0.23)**	**$ (0.23)**	**$ (0.21)**
Weighted average shares outstanding, basic and diluted	**90,619,057**	**69,464,751**	**56,397,524**	**101,702,664**	**90,619,057**

See accompanying notes to consolidated financial statements.

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MaxCyte, Inc.

Consolidated Statements of Changes in Stockholders' Equity

	Common Stock		Additional Paid-in	Accumulated	Total Stockholders'	Common Stock		Additional Paid-in	Accumulate
	Shares	Amount	Capital	Deficit	Equity	Shares	Amount	Capital	Deficit
Balance at January 1, 2019	**51,332,764**	**$ 513,300**	**$ 82,279,300**	**$ (70,510,900)**	**$ 12,281,700**				
Issuance of common stock, net of issuance costs	5,908,319	59,100	12,271,200	—	12,330,300				
Stock-based compensation expense	—	—	1,752,100	—	1,752,100				
Exercise of stock options	162,500	1,600	131,100	—	132,700				
Net loss	—	—	—	(12,895,000)	(12,895,000)				
Balance at December 31, 2019	**57,403,583**	**574,000**	**96,433,700**	**(83,405,900)**	**13,601,800**				

Issuance of common stock, net of issuance costs	19,181,423	191,800	28,375,400	—	28,567,200				
Stock-based compensation expense	—	—	2,471,800	—	2,471,800				
Exercise of stock options	797,467	8,000	393,000	—	401,000				
Net loss	—	—	—	(11,816,400)	(11,816,400)				
Balance at December 31, 2020	**77,382,473**	**773,800**	**127,673,900**	**(95,222,300)**	**33,225,400**	**77,382,473**	**$ 773,800**	**$127,673,900**	**$ (95,222,3**
Issuance of common stock, net of issuance costs	5,740,000	57,400	51,751,500	—	51,808,900	5,740,000	57,400	51,751,500	
Issuance of common stock upon initial public offering, net of issuance costs	15,525,000	155,300	184,113,100	—	184,268,400	15,525,000	155,300	184,113,100	
Stock-based compensation expense	—	—	7,958,800	—	7,958,800	—	—	7,958,800	
Exercise of stock options	2,490,629	24,900	3,606,300	—	3,631,200	2,490,629	24,900	3,606,300	
Cashless exercise of warrant	64,603	600	1,086,000	—	1,086,600	64,603	600	1,086,000	
Net loss	—	—	—	(19,082,200)	(19,082,200)	—	—	—	(19,082,2
Balance at December 31, 2021	**101,202,705**	**$1,012,000**	**$376,189,600**	**$(114,304,500)**	**$262,897,100**	**101,202,705**	**1,012,000**	**376,189,600**	**(114,304,5**
Stock-based compensation expense						—	—	11,752,400	
Exercise of stock options						1,195,208	12,000	2,876,500	
Net loss						—	—	—	(23,570,8
Balance at December 31, 2022						**102,397,913**	**$1,024,000**	**$390,818,500**	**$(137,875,3**

See accompanying notes to consolidated financial statements.

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MaxCyte, Inc.

Consolidated Statements of Cash Flows

	Year Ended December 31,			Year Ended December 31,	
	2021	**2020**	**2019**	**2022**	**2021**
Cash flows from operating activities:					
Net loss	$ (19,082,200)	$ (11,816,400)	$(12,895,000)	$ (23,570,800)	$ (19,082,200)
Adjustments to reconcile net loss to net cash used in operating activities:					
Depreciation and amortization	1,423,900	1,047,700	613,500	2,697,900	1,423,900
Net book value of consigned equipment sold	51,600	79,900	25,000	76,400	51,600
Loss on disposal of fixed assets	32,500	25,900	1,700	139,500	32,500

Fair value adjustment of liability classified warrant	645,400	366,500	14,000	—	645,400
Stock-based compensation	7,958,800	2,471,800	1,752,100	11,752,400	7,958,800
Bad debt (recovery) expense	-	(117,200)	54,200		
Amortization of discounts on short-term investments	(70,300)	(3,800)	(32,600)	(2,667,400)	(70,300)
Non-cash interest expense	5,400	21,700	51,900	—	5,400
Changes in operating assets and liabilities:					
Accounts receivable	(1,705,100)	(1,810,200)	1,592,000	(4,777,600)	(1,705,100)
Accounts receivable – TIA				(1,912,400)	—
Inventory	(1,405,800)	(890,600)	(1,890,200)	(3,493,300)	(1,405,800)
Other current assets	(2,304,400)	(205,900)	66,600		
Prepaid expense and other current assets				528,600	(2,304,400)
Right of use asset – operating leases	(3,806,200)	525,000	474,600	(4,164,200)	(3,806,200)
Right of use asset – finance lease	63,500	83,400	—	—	63,500
Other assets	(282,800)	(33,900)	—	(492,300)	(282,800)
Accounts payable, accrued expenses and other	2,090,900	391,000	1,160,200	(149,700)	2,090,900
Operating lease liability	3,874,900	(508,800)	68,600	10,412,800	3,874,900
Deferred revenue	1,903,800	1,649,800	795,900	(34,200)	1,903,800
Other liabilities	(73,500)	(58,000)	(655,000)	871,400	(73,500)
Net cash used in operating activities	(10,679,600)	(8,782,100)	(8,802,500)	(14,782,900)	(10,679,600)
Cash flows from investing activities:					
Purchases of short-term investments	(268,683,600)	(22,505,900)	(7,424,100)	(290,942,100)	(268,683,600)
Maturities of short-term investments	77,500,000	8,000,000	9,149,900	284,596,000	77,500,000
Purchases of property and equipment	(3,834,200)	(2,072,100)	(1,271,300)	(18,477,200)	(3,834,200)
Proceeds from sale of equipment	4,600	—	—	—	4,600
Net cash (used in) provided by investing activities	(195,013,200)	(16,578,000)	454,500		
Net cash used in investing activities				(24,823,300)	(195,013,200)
Cash flows from financing activities:					
Net proceeds from issuance of common stock	51,808,900	28,567,200	12,330,300	—	51,808,900
Net proceeds from issuance of common stock upon initial public offering	184,268,400	—	—	—	184,268,400
Borrowings under notes payable	-	1,440,000	4,953,300		
Principal payments on notes payable	(4,922,400)	(1,440,000)	(5,105,500)	—	(4,922,400)
Proceeds from exercise of stock options	3,631,200	401,000	132,700	2,888,500	3,631,200
Principal payments on finance leases	(66,100)	(63,700)	—	—	(66,100)
Net cash provided by financing activities	234,720,000	28,904,500	12,310,800	2,888,500	234,720,000
Net increase in cash and cash equivalents	29,027,200	3,544,400	3,962,800		
Net (decrease) increase in cash and cash equivalents				(36,717,700)	29,027,200
Cash and cash equivalents, beginning of year	18,755,200	15,210,800	11,248,000	47,782,400	18,755,200
Cash and cash equivalents, end of year	$ 47,782,400	$ 18,755,200	$ 15,210,800	$ 11,064,700	$ 47,782,400
Supplemental cash flow information:					
Cash paid for interest	$ 420,900	$ 421,400	$ 669,600	$ —	$ 420,900
Supplemental disclosure of non-cash investing and financing activities:					
Property and equipment purchases included in accounts payable	$ 296,400	$ 70,900	$ 399,900	$ 363,000	$ 296,400
Lease liability reduction due to operating lease modification	$ 304,600	$ —	$ —		
Issuance of warrant in conjunction with debt transaction	$ —	—	60,700		
Reduction of lease right-of-use asset due to early termination				$ 540,000	$ 304,600
Right-of-use assets obtained in exchange for new operating lease obligations				$ 5,476,300	$ 4,804,800

Other liability reduction due to exercise of warrant	$ 1,086,600	$ —	$ —	$ — $ 1,086,600

See accompanying notes to consolidated financial statements.

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MaxCyte, Inc.
Notes to Consolidated Financial Statements

1. Organization and Description of Business

MaxCyte, Inc. (the "Company" or "MaxCyte") was incorporated as a majority owned subsidiary of EntreMed, Inc. ("EntreMed") on July 31, 1998, under the laws and provisions of the state of Delaware and commenced operations on July 1, 1999. In November 2002, MaxCyte was recapitalized and EntreMed was no longer deemed to control the Company.

MaxCyte is a global life sciences company focused on advancing the discovery, development and commercialization of next-generation cell therapies. MaxCyte leverages its proprietary cell engineering technology platform to enable the programs of its biotechnology and pharmaceutical company customers who are engaged in cell therapy, including gene editing and immuno-oncology, as well as in drug discovery and development and biomanufacturing. The Company licenses and sells its instruments and technology and sells its consumables to developers of cell therapies and to pharmaceutical and biotechnology companies for use in drug discovery and development and biomanufacturing. In early 2020, the Company established a wholly owned subsidiary, CARMA Cell Therapies, Inc. ("CCTI"), as part of its development of CARMA, MaxCyte's proprietary, mRNA-based, clinical-stage, immuno-oncology cell therapy. CARMA ceased all material operations by the end of March 2021.

The COVID-19 pandemic has disrupted economic markets and the economic impact, duration and spread of related effects is uncertain at this time and difficult to predict. As a result, it is not possible to ascertain the overall future impact of COVID-19 on the Company's business and, depending upon the extent and severity of such effects, including, but not limited to potential slowdowns in customer operations, extension of sales cycles, shrinkage in customer capital budgets or delays in customers' clinical trials, the pandemic could have a material adverse effect on the Company's business, results of operations, financial condition and cash flows. In 2020 and 2021, the Company made adjustments to its operating, sales and marketing practices to mitigate the effects of COVID-19 restrictions which reduced planned spending, particularly on travel and marketing expenditures. In addition, COVID-19 restrictions may have delayed or slowed the research activities of some existing and prospective customers. It is not possible to quantify the impact of COVID-19 on the Company's revenues and expenses to date or its expected impact on future periods.

The Company's registration statement on Form S-1 related to its initial public offering of common stock in the United States (the "IPO") was declared effective on July 29, 2021, and the Company's common stock began trading on the Nasdaq Global Select Market on July 30, 2021. On August 3, 2021, the Company issued and sold 15,525,000 shares of common stock in the IPO at a price to the public of $13.00 per share, inclusive of 2,025,000 shares issued pursuant to the full exercise of the underwriters' option to purchase additional shares. The IPO generated gross proceeds to the Company of $201.8 million. The Company received aggregate net proceeds of $184.3 million from the IPO after deducting aggregate underwriting commissions and offering costs of $17.6 million.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Prior years' depreciation and amortization expenses included in individual functional operating expense categories were reclassified on the consolidated statement of operations to one functional expense category "Depreciation and Amortization Expense" to conform with current year presentation. For the years ended 2020 and 2019, the amounts of $1,025,100 and $541,300 were reclassified from other functional operating expenses to depreciation and amortization expense, respectively. This

reclassification did not impact the Company's balance sheets, statements of cash flows, and statements of change in stockholders' equity.

Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at

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the date of the consolidated financial statements and the reported amount of revenues and expenses during the reporting period. In the accompanying consolidated financial statements, estimates are used for, but not limited to, revenue recognition, stock-based compensation, allowance for doubtful accounts, allowance for inventory obsolescence, accruals for contingent liabilities, accruals for clinical trials, deferred taxes and valuation allowance, and the depreciable lives of fixed assets. Actual results could differ from those estimates.

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary, CCTI. wholly-owned subsidiary. All significant intercompany balances have been eliminated in consolidation.

Concentrations of Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, marketable securities short-term investments and trade receivables. The Company's cash and cash equivalents balances may exceed federally insured limits and cash may also be deposited in foreign bank accounts that are not covered by federal deposit insurance. The Company does not believe that this results in any significant credit risk. The Company

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invests its excess cash in money market funds, commercial paper and corporate debt. The Company has established guidelines relative to credit ratings, diversification and maturities that seek to maintain safety and liquidity.

Significant customers are those that accounted for 10% or more of the Company's total revenue for the period or accounts receivable as the end of a reporting period. During the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, one customer represented 21%, 15% 23% and 10% 21% of revenue, respectively. As of December 31, 2021 December 31, 2022, two one customer accounted for 14% of accounts receivable. Two customers accounted for 16% and 13% of accounts receivable, respectively. One customer accounted for 13% of accounts receivable respectively, at December 31, 2020 December 31, 2021.

Certain components included in the Company's products are obtained from a single source or a limited group of suppliers. During Of the years ended December 31, 2021, 2020 inventory on hand at December 31, 2022 and 2019, 2021, the Company purchased approximately 34% and 33%, 47% and 56% of its inventory respectively, from a single supplier, respectively. supplier. At December 31, 2022, amounts payable to two suppliers totaled 34% of total accounts payable. As of December 31, 2021, amounts payable to one supplier totaled 14% of total accounts payable. As of December 31, 2020, amounts payable to three suppliers totaled 62% of total accounts payable.

Foreign Currency

The Company's functional currency is the US Dollar; transactions denominated in foreign currencies are transacted at the exchange rate in effect at the date of each transaction. Differences in exchange rates during the period between the date a transaction denominated in foreign currency is consummated and the date on which it is either settled or at the reporting date are recognized in the consolidated statements of operations as general and administrative expense. For the year years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, the Company recognized $72,000 in foreign currency transaction loss, $81,800 in foreign currency transaction gain $79,100 and $24,700 $72,000 in foreign currency transaction loss, respectively.

Fair Value

Fair value is the price that would be received from the sale of an asset or paid to transfer a liability assuming an orderly transaction in the most advantageous market at the measurement date. US GAAP establishes a hierarchical disclosure framework which prioritizes and ranks the level of observability of inputs used in measuring fair value. These tiers include:

- Level 1—Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2—Observable market-based inputs other than quoted prices in active markets for identical assets or liabilities.

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- Level 3—Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

See Note 7 for additional information regarding fair value.

Cash and Cash Equivalents and Short-term Investments

Cash and cash equivalents consist of financial instruments including money market funds and commercial paper with original maturities of less than 90 days. Short-term investments consist of commercial paper and corporate bonds with original maturities greater than 90 days and less than one year. All money market funds, commercial paper and corporate debt instruments are recorded at amortized cost unless they are deemed to be impaired on an other-than-temporary basis, at which time they are recorded at fair value using Level 2 inputs.

Inventory

The Company sells or licenses products to customers. The Company uses the average cost method of accounting for its inventory and adjustments resulting from periodic physical inventory counts are reflected in costs of goods sold in the

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period of the adjustment. Inventory is carried at the lower of cost or net realizable value. Inventory that is obsolete or in excess of forecasted usage is written down to its estimated net realizable value based on assumptions about future demand and market conditions. Inventory write-downs are charged to cost of goods sold and establish a new cost basis for the inventory.

Accounts Receivable

Accounts receivable are reduced by an allowance for doubtful accounts, if needed. The allowance for doubtful accounts reflects the best estimate of probable losses determined principally on the basis of historical experience and specific allowances for known troubled accounts. All accounts or portions thereof that are deemed to be uncollectible or to require an excessive collection cost are written off to the allowance for doubtful accounts. The Company determined no allowance was necessary at December 31, 2021 December 31, 2022 and 2020. 2021.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method. Office equipment (principally computers) is depreciated over an estimated useful life of three years. Laboratory equipment is depreciated over an estimated useful life of five years. Furniture is depreciated over a useful life of seven years. Leasehold improvements are amortized over the shorter of the estimated lease term or useful life. Instruments represent equipment held at a customer's site that is typically leased to customers on a short-term basis and is depreciated over an estimated useful life of five years.

Property and equipment include capitalized costs to develop internal-use software. Applicable costs are capitalized during the development stage of the project and include direct internal costs, third-party costs and allocated interest expenses as appropriate.

Management reviews property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the long-lived asset is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. The Company recognized no impairment in either of the years ended December 31, 2021 December 31, 2022 or 2020. 2021.

Deferred Offering Costs

The Company capitalizes certain legal, accounting and other third-party fees that are directly associated with in-process equity financings as deferred offering costs (non-current) until such financings are consummated or determined not to be probable of consummation. After consummation of the equity financing, these costs are recorded in stockholders' equity as a reduction of proceeds received as a result of the offering. If the equity financing is no longer considered

probable of being consummated, all deferred offering costs will be charged to operating expenses in the consolidated statement of operations at such time.

During the third quarter of 2021, the Company netted $17.6 million in issuance costs against IPO proceeds (see Note 1) and additional paid-in capital. As of December 31, 2021 December 31, 2022 and 2020, 2021, there were no capitalized deferred offering costs in the consolidated balance sheets.

Revenue Recognition

The Company analyzes contracts to determine the appropriate revenue recognition using the following steps: (i) identification of contracts with customers; (ii) identification of distinct performance obligations in the contract; (iii) determination of contract transaction price; (iv) allocation of contract transaction price to the performance obligations obligations; and (v) determination of revenue recognition based on timing of satisfaction of the performance obligations.

In some arrangements, product and services have been sold together representing distinct performance obligations. In such arrangements the Company allocates the sale price to the various performance obligations in the arrangement on a relative selling price basis. Under this basis, the Company determines the estimated selling price of each performance obligation in a manner that is consistent with that used to determine the price to sell the deliverable on a standalone basis.

The Company recognizes revenue upon the satisfaction of its performance obligation (generally upon transfer of control of promised goods or services to its customers) in an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services.

The Company defers incremental costs of obtaining a customer contract and amortizes the deferred costs over the period that the goods and services are transferred to the customer. The Company had no material incremental costs to obtain customer contracts in any period presented.

Deferred revenue results from amounts billed in advance to customers or cash received from customers in advance of services being provided.

Cost of Goods Sold

Cost of goods sold primarily consists of costs for raw material parts, contract manufacturer costs, salaries, overhead, leased equipment depreciation and other direct costs related to sales recognized as revenue in the period.

Research and Development Costs

Research and development costs consist of independent proprietary research and development costs and the costs associated with work performed for fees from third parties. Research and development costs are expensed as incurred. Research costs performed for fees paid by customers are included in cost of goods sold.

Stock-Based Compensation Expense

Stock-based compensation expense is measured based on grant-date fair value. The Company grants stock-based awards in exchange for employee, consultant and non-employee director services. The value of the award is recognized as expense on a straight-line basis over the requisite service period.

The Company utilizes uses the market closing price of its common stock as reported on the Nasdaq Global Select Market for the fair value of equity awards. The grant-date fair value of stock options is estimated using the Black-Scholes option pricing model for estimating fair value of its stock options granted. Option valuation models, including the Black-Scholes option pricing model, require the input of highly subjective assumptions, and changes in the assumptions used can materially affect the grant-date fair value of an award. These assumptions include

the expected volatility, expected dividend yield, risk-free rate of interest and the expected life of the award. Historically, the Company exclusively used identified comparable companies' stock price volatility to calculate expected volatility for the periods presented due to lack of history with its own common stock available to determine its volatility. Beginning with the third quarter of 2022, the Company has observed sufficient historical information regarding its common stock to use the Company's common stock for the estimate of volatility in the Black-Scholes option pricing model. Management's methodology for developing other assumptions has not changed from prior periods. A discussion of management's methodology for developing each of the assumptions used in the Black-Scholes option pricing model is as follows:

Expected Volatility

Volatility is a measure of the amount by which a financial variable such as a share price has fluctuated (historical volatility) or is expected to fluctuate (expected volatility) during a period. The For 2021 and the first two quarters of 2022, the Company does not currently have sufficient history with its own common stock to determine its actual volatility. The Company has been able to identify identified several public entities of similar size, complexity and stage of development; accordingly, development to calculate historical volatility has been calculated for the periods presented using the volatility of these companies. Beginning with the third

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quarter of 2022, the Company estimates its expected stock volatility based on historical volatility of its own common stock.

Expected Dividend Yield

The Company has never declared or paid common stock dividends and has no plans to do so in the foreseeable future. Therefore, the Company used an expected dividend yield of zero.

Risk-Free Interest Rate

This approximates the US Treasury rate for the day of each option grant during the year, having a term that closely resembles the expected term of the option.

Expected Term

This is the period that the options granted are expected to remain unexercised. Options granted have a maximum term of ten years. The Company estimates the expected term of the options to be approximately six years for options, with a majority vesting over a four-year period, using the simplified method. Over time, management intends to track estimates of the expected term of the option term so that estimates will approximate actual behavior for similar options.

Expected Forfeiture Rate

The Company records forfeitures as they occur.

The fair value of stock options was estimated using the Black-Scholes option-pricing model based on the following assumptions during the years ended:

	December 31,			December 31,	
	2021	2020	2019	2022	2021
Expected volatility	55-57%	49-55%	48-55%	44-58%	55-57%
Risk-free interest rate	0.7-1.3%	0.4-1.7%	1.6-2.6%	1.9-4.0%	0.7-1.3%
Expected term (in years)	6	6	6	6	6

Income Taxes

The Company uses the asset and liability method of accounting for income taxes. Deferred tax assets and liabilities are determined based on differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws that are expected to be in effect when the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period that such tax rate changes are enacted. The measurement of a deferred tax asset is reduced, if necessary, by a valuation allowance if it is more-likely-than-not that all or a portion of the deferred tax asset will not be realized.

Management uses a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return, as well as guidance on derecognition,

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classification, interest and penalties and financial statement reporting disclosures. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The Company recognizes interest and penalties accrued on any unrecognized tax exposures as a component of income tax expense. The Company has not identified any uncertain income tax positions that could have a material impact on the consolidated financial statements.

The Company is subject to taxation in various jurisdictions in the United States and abroad and remains subject to examination by taxing jurisdictions for 2017 2018 and all subsequent periods. The Company had has a Federal federal Net Operating Loss

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("NOL") carryforward of $90.3 million approximately $93.9 million as of December 31, 2021 December 31, 2022, of which was generally available as a deduction against future income for US federal corporate income tax purposes, subject approximately $32.7 million begins to applicable carryforward limitations. The expire in 2025. Certain of the Company's NOLs are were initially limited on an annual basis subject to certain carryforward provisions, pursuant to Section 382 of the Internal Revenue Code of 1986 ("Section 382"), as amended, as a result of a greater than 50% cumulative change in ownership that occurred in prior periods. The 2016; however, as of December 31, 2022 the Company has calculated determined that for the period ending December 31, 2022, the cumulative limitation amount exceeds the NOLs subject to the limitation. In addition, the Company's NOLs may also be limited limitation and, as a result, of subsequent changes in ownership. no annual limitation remains.

Leases

Right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent its obligation to make lease payments arising from the lease. In transactions where the Company is the lessee, at the inception of a contract, the Company determines if the arrangement is, or contains, a lease. Operating lease ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Lease expense is recognized on a straight-line basis over the lease term.

The Company has made certain accounting policy elections for leases where it is the lessee whereby the Company (i) does not recognize ROU assets or lease liabilities for short-term leases (those with original terms of 12-months or less) and (ii) combines lease and non-lease elements of its operating leases. See Note 9 for additional details over about leases where the Company is the lessee.

All transactions where in which the Company is the lessor are short-term (one year or less) and have been classified as operating leases. All leases require upfront payments covering the full period of the lease and thus, there are no future payments expected to be received from existing leases. See Note 3 for details over about revenue recognition related to lease agreements.

Loss Per Share

Basic loss per share is computed by dividing net loss available to common shareholders stockholders by the weighted average number of shares of Common Stock outstanding during the period.

For periods of net income, and when the effects are not anti-dilutive, diluted earnings per share is computed by dividing net income available to common shareholders stockholders by the weighted-average number of shares outstanding plus the impact of all potential dilutive common shares, consisting primarily of common stock options and stock purchase warrants using the treasury stock method.

For periods of net loss, diluted loss per share is calculated similarly to basic loss per share because the impact of all dilutive potential common shares is anti-dilutive. The number of anti-dilutive shares, consisting of stock options and restricted stock purchase warrants, which has been units excluded from the computation of diluted loss per share, was 12.4 million, 12.9 15.0 million and 10.4 million 12.4 million for the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, respectively.

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Recent Accounting Pronouncements

Recently Adopted

On January 1, 2021, the Company adopted new guidance addressing income taxes, which is intended to simplify various aspects related to the accounting for income taxes. The guidance removes certain exceptions to the general principles in Accounting Standards Codification ("ASC") 740, Income Taxes, and also clarifies and amends existing guidance to improve consistent application. The adoption did not have a material effect on the Company's consolidated financial statements.

New Accounting Pronouncements Not Yet Adopted

In June 2016, the Financial Accounting Standards Board ("FASB") issued guidance with respect to measuring credit losses on financial instruments, including trade receivables. The guidance eliminates the probable initial recognition threshold that was previously required prior to recognizing a credit loss on financial instruments. The credit loss estimate can now reflect an entity's current estimate of all future expected credit losses. Under the previous guidance, an entity only considered past events and current conditions. The guidance is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The adoption of certain amendments of this guidance must be applied on a modified retrospective basis and the adoption of the remaining amendments must be applied on a prospective basis. The Company is currently evaluating the impact, if any, that this new accounting pronouncement will have on its consolidated financial statements.

In August 2020, the FASB issued guidance with respect to (i) accounting for convertible instruments, (ii) accounting for contracts in an entity's own equity as derivatives and (iii) earnings per share calculations. The guidance attempts to simplify the accounting for convertible instruments by eliminating the requirement to separate embedded conversion options in certain circumstances. The guidance also provides for updated disclosure requirements for convertible instruments. The guidance further updates the criteria for determining whether a contract in an entity's own equity can be classified as equity. Lastly, the guidance specifically addresses how to account for the effect 99

Table of convertible instruments and potential cash settled instruments in calculating diluted earnings per share. The guidance is effective for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. The adoption of this guidance may be applied on a modified retrospective basis or a full retrospective basis. The Company is currently evaluating the impact, if any, that this new accounting pronouncement will have on its consolidated financial statements. Contents

The Company has evaluated all other issued and unadopted Accounting Standards Updates and believes the adoption of these standards will not have a material impact on its results of operations, financial position or cash flows.

3. Revenue

Revenue is principally from the sale of instruments and processing assemblies, and extended warranties and the lease of instruments, which lease agreements also include customer-specific milestone payments. In some arrangements, product and services have been sold together representing distinct performance obligations. In these arrangements the Company allocates the sale price to the various performance obligations in the arrangement on a relative selling price basis. Under this basis, the Company determines the estimated selling price of each performance obligation in a manner that is consistent with that used to determine the price to sell the deliverable on a standalone basis.

Revenue is recognized at the time control is transferred to the customer and the performance obligation is satisfied. Revenue from the sale of instruments and processing assemblies is generally recognized at the time of shipment to the customer, provided no significant vendor obligations remain and collectability is reasonably assured. Revenue from equipment leases is recognized ratably over the contractual term of the lease agreement and when specific milestones are achieved by a customer. Licensing fee revenue is recognized ratably over the license period. Revenue from fees for research services is recognized when services have been provided.

Disaggregated revenue for the year ended December 31, 2022 was as follows:

	Year ended December 31, 2022		
	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	$ 27,730,400	$ —	$ 27,730,400
Lease elements	—	15,512,600	15,512,600
Other	1,018,500	—	1,018,500
Total	$ 28,748,900	$ 15,512,600	$ 44,261,500

Disaggregated revenue for the year ended December 31, 2021 was as follows:

	Year ended December 31, 2021		
	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	$ 20,786,800	$ —	$ 20,786,800
Lease elements	—	12,322,700	12,322,700
Other	784,600	—	784,600
Total	$ 21,571,400	$ 12,322,700	$ 33,894,100

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Disaggregated revenue for the year ended December 31, 2021 is as follows:

Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue

Product sales	$ 20,786,800	$ —	$ 20,786,800
Lease elements	—	12,322,700	12,322,700
Other	784,600	—	784,600
Total	$ 21,571,400	$ 12,322,700	$ 33,894,100

Disaggregated revenue for the year ended December 31, 2020 is as follows:

	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	$ 14,850,200	$ —	$ 14,850,200
Lease elements	—	10,717,400	10,717,400
Other	601,300	—	601,300
Total	$ 15,451,500	$ 10,717,400	$ 26,168,900

Disaggregated revenue for the year ended December 31, 2019 is as follows:

	Revenue from Contracts with Customers	Revenue from Lease Elements	Total Revenue
Product sales	$ 12,917,800	$ —	$ 12,917,800
Lease elements	—	8,363,500	8,363,500
Other	339,400	—	339,400
Total	$ 13,257,200	$ 8,363,500	$ 21,620,700

Additional disclosures relating to Revenue from Contracts with Customers

Changes in deferred revenue for the years ended December 31, 2021, 2020 December 31, 2022 and 2019 2021 were as follows:

	Year Ended December 31,			Year Ended December 31,	
	2021	2020	2019	2022	2021
Balance at January 1	$ 5,014,300	$ 3,452,800	$ 2,770,100	$ 7,197,000	$ 5,014,300
Revenue recognized in the current period from amounts included in the beginning balance	(4,828,000)	(3,191,200)	(2,435,000)	(6,738,400)	(4,828,000)
Current period deferrals, net of amounts recognized in the current period	7,010,700	4,752,700	3,117,700	6,577,100	7,010,700
Balance at December 31	$ 7,197,000	$ 5,014,300	$ 3,452,800	$ 7,035,700	$ 7,197,000

Remaining contract consideration for which revenue has not been recognized due to unsatisfied performance obligations with a duration greater than one year was $1,345,200 $551,400 at December 31, 2021 December 31, 2022, of which the Company expects to recognize $894,900 $228,400 in 2022, $208,200 in 2023, $61,200 $113,800 in 2024, $21,400 $45,800 in 2024 2025, $25,400 in 2026, and $159,500 $138,000 thereafter.

In the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, the Company did not incur, and therefore did not defer, any material incremental costs to obtain contracts or costs to fulfil contracts.

4. Debt

The In 2019, the Company originally entered into a credit facility with MidCap Financial SBIC, LP ("MidCap") in March 2014. In February 2019, the Company paid off the MidCap credit facility in full in accordance with its terms and conditions.

In November 2019, the Company entered into a new credit facility with MidCap. The credit facility that provided for a $5 million $5 million term loan maturing on November 1, 2024. The term loan provided for (i) an interest rate of one-month Libor plus 6.5% with a 1.5% Libor floor, (ii) monthly interest payments, (iii) 30 monthly principal payments of approximately $166,700 beginning June 2022 and (iv) a 3% final payment fee. The Company used the proceeds from the credit facility for general operating purposes. The debt was collateralized by substantially all assets of the Company. At December 31, 2020, the term loan had an outstanding principal balance of $5 million and $83,000 of unamortized debt discount. In March 2021, the Company repaid the MidCap loan in full. The Company incurred fees of $260,000 associated with early repayment of the loan. The unamortized debt discounts and fees were expensed and recorded as interest expense.

In April 2020, the Company received a loan from Silicon Valley Bank in the amount of $1,440,000 under the US Small Business Administration's Paycheck Protection Program ("PPP"). The PPP was established as part of the US Coronavirus Aid, Relief, and Economic Security ("CARES") Act and provided for potential forgiveness of the loan upon the Company meeting certain conditions as to the use of the proceeds. The loan provided for interest at 1% and a maturity date of April 2022. In May 2020, the Company repaid the loan in full.

5. Stockholders' Equity

Common Stock

In March 2019, the Company completed an equity capital raise issuing approximately 5.9 million shares of common stock at a price of £1.70 (or approximately $2.25) per share. The transaction generated gross proceeds of approximately £10 million (or approximately $13.3 million). In conjunction with the transaction, the Company incurred costs of approximately $1.0 million which resulted in the Company receiving net proceeds of approximately $12.3 million. During the year ended December 31, 2019, the Company issued 162,500 shares of common stock as a result of stock option exercises, receiving gross proceeds of $132,700.

In May 2020, the Company completed an equity capital raise issuing 19,181,423 shares of its common stock at a price of £1.31 (or approximately $1.60) per share in an unregistered offering. The transaction generated gross proceeds of approximately £25.1 million (or $30.5 million). In conjunction with the transaction, the Company incurred costs of approximately $1.9 million which resulted in the Company receiving net proceeds of approximately $28.6 million. During the year ended December 31, 2020, the Company issued 797,467 shares of common stock as a result of stock option exercises, receiving gross proceeds of $401,000.

In February 2021, the Company completed an equity capital raise on the AIM, a market operated by the London Stock Exchange Plc, issuing 5,740,000 shares of its common stock at a price of £7.00 £7.00 (or approximately $9.64) per share. The transaction generated gross proceeds of £40.2 £40.2 million (or $55.3 million). In conjunction with the transaction, the Company incurred costs of $3.5 million, which resulted in the Company receiving net proceeds of $51.8 million.

In August 2021, the Company completed the IPO and received aggregate net proceeds of $184.3 million (see Note 1). During the year ended December 31, 2021, the Company also issued 2,490,629 shares of common stock as a result of stock option exercises, receiving gross proceeds of $3.6 million.

During the year ended December 31, 2022, the Company issued 1,195,208 shares of common stock as a result of stock option exercises, receiving gross proceeds of $2.9 million.

Preferred Stock

In July 2021, upon shareholder stockholder approval, the Company was authorized amended its certificate of incorporation to issue authorize 5,000,000 shares of preferred stock, par value $0.01 per share. As of December 31, 2021, December 31, 2022 and 2021, no shares of preferred stock were issued or outstanding.outstanding.

Warrant

In connection with the November 2019 credit facility (see Note 4) the Company issued the lender a warrant to purchase 71,168 shares of Common Stock at an exercise price of £1.09081 per share. The warrant was exercisable at any time through the

tenth anniversary of issuance. The warrant was classified as a liability as its strike price is in a currency other than the Company's functional currency. The warrant was recorded at fair value at the end of each reporting period with changes from the prior balance sheet date recorded on the consolidated statements of operations (see Note 6) 7).

In a cashless settlement in August 2021, the lender fully exercised the warrant in exchange for 64,603 shares of common stock.

Stock Options Incentive Plans

The Company adopted the MaxCyte, Inc. Long-Term Incentive Plan (the "Plan" "2016 Plan") in January 2016 to amend and restate the MaxCyte 2000 Long-Term Incentive Plan to provide for the awarding of (i) stock options; options, (ii) restricted stock; stock, (iii) incentive shares, and (iv) performance awards to employees, officers, and directors of the Company and to other individuals as determined by the Board board of Directors. Under the Plan, as amended, the maximum number of shares of Common Stock of the Company that the Company may issue is increased by ten percent (10%) of the shares that are issued and outstanding at the time awards are made under the Plan. On December 10, 2019, and October 27, 2020, the Company's Board resolved to increase the number of stock options under the Plan by 3,000,000 and 1,500,000, respectively.

At December 31, 2021 and 2020, there were 4,491,162 and 4,175,737 awards available to be issued under the Plan, respectively.

The Company has not issued any restricted stock, incentive shares or performance awards under the Plan. Stock options granted under the Plan may be either incentive stock options as defined by the Internal Revenue Code or non-qualified stock options. The Board of Directors determines who will receive options under the Plan and determines the vesting period. The options can have a maximum term of no more than ten years. The exercise price of options granted under the Plan is determined by the Board of Directors and must be at least equal to the fair market value of the Common Stock of the Company on the date of grant. directors.

In December 2021, the Company adopted the MaxCyte, Inc. 2021 Inducement Plan (the "Inducement Plan") to provide for the awarding of (i) Non-statutory Stock Options; non-qualified stock options; (ii) stock appreciation rights; (iii) restricted stock awards; (iv) restricted stock unit awards; (v) performance awards; and (vi) other awards only to persons eligible to receive grants of awards who satisfy the standards for inducement grants under Nasdaq Marketplace Rule 5635(c)(4) or 5635(c)(3), if applicable, and the related guidance under Nasdaq IM 5635-1. The Inducement Plan board of directors reserved 2,500,000 shares for issuance under awards, the Inducement Plan, and as of December 31, 2021 no awards have had been granted. As of December 31, 2022, options to purchase 855,900 shares had been granted under the Inducement Plan.

In May 2022, the Company's board of directors adopted, and in June 2022 the Company's stockholders approved, the MaxCyte, Inc. 2022 Equity Incentive Plan (the "2022 Plan") to provide for the awarding of (i) incentive stock options, (ii) non-qualified stock options, (iii) stock appreciation rights, (iv) restricted stock awards, (v) restricted stock unit awards, (vi) performance awards, and (vii) other awards. Following the approval of the 2022 Plan, no additional awards can be granted under the 2016 Plan or the Inducement Plan, but all outstanding awards will continue to remain subject to the terms of the applicable plan.

Upon the effectiveness of the 2022 Plan, a total of 3,692,397 shares were initially reserved for issuance pursuant to future awards under the 2022 Plan, consisting of 1,928,000 new shares and 1,764,397 shares previously available under the 2016 Plan. If and to the extent that

outstanding options under the 2016 Plan or the Inducement Plan are forfeited, the shares underlying such forfeited options will become available for issuance under the 2022 Plan.

The Company has not issued performance awards under any plan.

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Stock Option Activity

A summary of stock option activity for the years ended December 31, 2021, 2020 December 31, 2022 and 2019 2021 is as follows:

	Number of Options	Weighted Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value	Number of Options	Weighted Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
Outstanding at January 1, 2019	8,388,500	$ 1.49	7.4	$ 10,354,900				
Granted	2,538,500	2.17						
Exercised	(162,500)	0.82		$ 217,600				
Forfeited	(465,215)	2.48						
Outstanding at December 31, 2019	10,299,285	$ 1.63	7.0	$ 6,471,500				
Granted	3,849,448	3.00						
Exercised	(797,467)	0.52		$ 2,198,300				
Forfeited	(487,036)	2.59						
Outstanding at December 31, 2020	12,864,230	$ 2.11	7.1	$ 65,576,300	12,864,230	$ 2.11	7.1	$ 65,576,300
Granted	4,117,956	13.96			4,117,956	13.96		
Exercised	(2,490,629)	1.44		$ 25,133,200	(2,490,629)	1.44		$ 25,133,200
Forfeited	(2,057,818)	4.54			(2,057,818)	4.54		
Outstanding at December 31, 2021	12,433,739	6.03	7.5	$ 66,547,300	12,433,739	$ 6.03	7.5	$ 66,547,300
Exercisable at December 31, 2021	6,099,959	$ 2.19	6.0	$ 49,021,600				
Granted					4,408,400	6.45		
Exercised					(1,195,208)	2.38		$ 4,163,300
Forfeited					(1,285,839)	7.31		
Outstanding at December 31, 2022					14,361,092	5.94	7.2	$ 23,825,000
Exercisable at December 31, 2022					7,653,735	$ 4.15	5.8	$ 21,348,700

The weighted-average fair value of the options granted during the years ended December 31, 2021, 2020 December 31, 2022 and 2019 2021 was estimated to be $7.39, $1.39 $3.48 and $1.08, $7.39, respectively.

The value of a stock option is recognized as expense on a straight-line basis over the requisite service period. As of December 31, 2021 December 31, 2022, total unrecognized compensation expense for outstanding stock options was $26,748,900, $26,287,100, which will be recognized over the next 3.2 2.7 years.

Restricted Stock Unit Activity

During the year ended December 31, 2022, the Company issued restricted stock unit awards ("RSUs") under the 2022 Plan. Each RSU represents the contingent right to receive one share of common stock. The Company had not issued RSUs in any prior period.

RSUs activity for the year ended December 31, 2022 is presented below:

	Number of RSUs	Weighted Average Market Price	Weighted-Average Remaining Contractual Life (in years)
Outstanding at January 1, 2022	—	$ —	
Granted	662,900	5.56	
Forfeited	(19,300)	5.39	
Outstanding at December 31, 2022	643,600	5.57	3.2
Exercisable at December 31, 2022	—	$ —	

The weighted-average fair value of the RSUs granted during the year ended December 31, 2022 was $5.56.

The value of an RSU is recognized as expense on a straight-line basis over the requisite service period. As of December 31, 2022, total unrecognized compensation expense for outstanding RSUs was $2,914,700, which will be recognized over the next 2.1 years.

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Stock-based Compensation Expense

Stock-based compensation expense recognized in connection with stock options and RSUs for the years ended December 31, 2021, 2020 December 31, 2022 and 2019 2021 was classified as follows on the consolidated statements of operations:

	Year Ended December 31,			Year Ended December 31,	
	2021	2020	2019	2022	2021
General and administrative	$ 4,609,900	$ 1,230,700	$ 827,500	$ 5,621,400	$4,609,900
Research and development				3,614,200	1,894,100
Sales and marketing	1,454,800	484,700	325,700	2,516,800	1,454,800
Research and development	1,894,100	756,400	598,900		
Total	$ 7,958,800	$ 2,471,800	$ 1,752,100	$11,752,400	$7,958,800

6. Consolidated Balance Sheet Components

Inventory

The following tables show the components of inventory:

	December 31, 2021	December 31, 2020	December 31, 2022	December 31, 2021
Raw materials inventory	$ 2,684,100	$ 1,771,300	$ 5,650,500	$ 2,684,100
Finished goods inventory	2,520,500	2,544,500	2,930,300	2,520,500
Total inventory	$ 5,204,600	$ 4,315,800	$ 8,580,800	$ 5,204,600

The Company determined no allowance for obsolescence was necessary at December 31, 2021 December 31, 2022 or 2020. 2021.

Property and Equipment, Net

Property and equipment, net comprised the following:

	December 31, 2022	December 31, 2021
Leasehold improvements	$ 14,195,500	$ 641,400
Furniture and equipment	9,516,500	4,914,500
Internal-use software	3,220,500	2,125,600
Instruments	2,440,300	3,208,900
Construction and internal-use software in process	627,400	1,163,200
Accumulated depreciation and amortization	(6,275,500)	(4,372,400)
Property and equipment, net	$ 23,724,700	$ 7,681,200

For the years ended December 31, 2022 and 2021, the Company transferred $265,300 and $517,000, respectively, of instruments previously classified as inventory to property and equipment leased to customers.

For the years ended December 31, 2022 and 2021, the Company incurred depreciation and amortization expense of $2,697,900 and $1,423,900, respectively.

Maintenance and repairs are charged to expense as incurred.

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Property and Equipment, Net

Property and equipment, net comprised the following:

	December 31, 2021	December 31, 2020
Furniture and equipment	$ 4,914,500	$ 3,492,900
Instruments	3,208,900	1,424,600
Leasehold improvements	641,400	641,400
Internal-use software and other assets under development	1,163,200	—
Internal-use software	2,125,600	1,963,000
Accumulated depreciation and amortization	(4,372,400)	(2,975,700)
Property and equipment, net	$ 7,681,200	$ 4,546,200

For the years ended December 31, 2021 and 2020, the Company transferred $517,000 and $276,600, respectively, of instruments previously classified as inventory to property and equipment leased to customers.

For the years ended 31 December 2021, 2020 and 2019, the Company incurred depreciation and amortization expense of $1,423,900, $1,047,700 and $613,500, respectively.

In the years ended December 31, 2021, 2020 and 2019, the Company capitalized approximately $0, $16,700 and $13,800, respectively, of interest expense related to capitalized software development projects. Maintenance and repairs are charged to expense as incurred.

7. Fair Value

The Company's consolidated balance sheets include various financial instruments (primarily cash and cash equivalents, short-term investments, accounts receivable and accounts payable) that are carried at cost, which approximates fair value due to the short-term nature of the instruments. Notes payable are reflective of fair value based on market comparable instruments with similar terms.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company had an outstanding warrant accounted for as a liability and measured at fair value on a recurring basis, using Level 3 inputs. The lender exercised the warrant, in whole, in August 2021 (see Note 5). The Company did not have any outstanding warrants at December 31, 2021. December 31, 2022 and 2021.

The following table identifies the carrying amounts of this warrant at December 31, 2020:

	Level 1	Level 2	Level 3	Total
Liability classified warrant	$ —	$ —	$ 441,200	$ 441,200
Total at December 31, 2020	$ —	$ —	$ 441,200	$ 441,200

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The following table presents the activity for those items measured at fair value on a recurring basis using Level 3 inputs for the year ended December 31, 2021, 2020 and 2019: :

	Mark-to-market liabilities — warrant		
	Year Ended December 31,		
	2021	2020	2019

Balance at January 1	$ 441,200	$ 74,700	$ —
Issuance	—	—	60,700
Change in fair value	645,400	366,500	14,000
Exercise of warrant	(1,086,600)	—	—
Balance at December 31	$ —	$ 441,200	$ 74,700

	Mark-to-market liabilities — warrant
	Year Ended December 31, 2021
Balance at January 1	$ 441,200
Issuance	—
Change in fair value	645,400
Exercise of warrant	(1,086,600)
Balance at December 31	$ —

The gains and losses resulting from the changes in the fair value of the liability classified warrant are were classified as other income or expense in the accompanying 2021 consolidated statements of operations. The fair value of the warrant was determined based on the Black-Scholes option pricing model or other option pricing models as appropriate and included the use of unobservable inputs such as the expected term, anticipated volatility and expected dividends.

The Company has no other financial assets or liabilities measured at fair value on a recurring basis.

Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

Money market funds, commercial paper and corporate debt instruments classified as held-to-maturity are measured at fair value on a non-recurring basis when they are deemed to be impaired on an other-than-temporary basis. No such fair value impairment was recognized during the years ended December 31, 2021 December 31, 2022 or 2020. 2021.

The following table summarizes the Company's financial instruments that were measured at fair value on a non-recurring basis at December 31, 2022:

Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds and cash equivalents	Cash equivalents	$ 5,741,800	$ —	$ —	$ 5,741,800
Commercial paper	Short-term investments	172,740,700	156,400	(235,700)	172,661,400
Corporate debt	Short-term investments	5,792,000	—	(42,700)	5,749,300
US Treasury securities and government agency bonds	Short-term investments	37,742,200	4,500	(196,100)	37,550,600
Total cash equivalents and short-term investments		$ 222,016,700	$ 160,900	$ (474,500)	$ 221,703,100

The following table summarizes the Company's financial instruments that were measured at fair value on a non-recurring basis at December 31, 2021:

Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds	Cash equivalents	$ 19,341,500	$ —	$ —	$ 19,341,500
Commercial paper	Cash equivalents	25,492,200	4,400	—	25,496,600
Corporate debt	Short-term investments	4,909,200	—	(1,800)	4,907,400
Commercial paper	Short-term investments	202,352,200	22,900	—	202,375,100
Total cash equivalents and short-term investments		$ 252,095,100	$ 27,300	$ (1,800)	$ 252,120,600

The following table summarizes the Company's financial instruments that were measured at fair value on a non-recurring basis at December 31, 2020:

Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds	Cash equivalents	$ 8,702,200	$ —	$ —	$ 8,702,200
Commercial paper	Cash equivalents	6,523,500	—	—	6,523,500
Commercial paper	Short-term investments	13,996,800	1,800	—	13,998,600
Corporate debt	Short-term investments	2,010,700	—	(100)	2,010,600
Total cash equivalents and short-term investments		$ 31,233,200	$ 1,800	$ (100)	$ 31,234,900

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Description	Classification	Amortized cost	Gross unrecognized holding gains	Gross unrecognized holding losses	Aggregate fair value
Money market funds	Cash equivalents	$ 19,341,500	$ —	$ —	$ 19,341,500
Commercial paper	Cash equivalents	25,492,200	4,400	—	25,496,600
Corporate debt	Short-term investments	4,909,200	—	(1,800)	4,907,400
Commercial paper	Short-term investments	202,352,200	22,900	—	202,375,100
Total cash equivalents and short-term investments		$ 252,095,100	$ 27,300	$ (1,800)	$ 252,120,600

Non-Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company has no non-financial assets and liabilities that are measured at fair value on a recurring basis.

Non-Financial Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

The Company measures its long-lived assets, including property and equipment, at fair value on a non-recurring basis. These assets are recognized at fair value when they are deemed to be impaired. No such fair value impairment was recognized during the years ended December 31, 2021 December 31, 2022 or 2020. 2021.

8. Income Taxes

The Company did not recognize a Company's provision (benefit) for income taxes in 2022 and 2021 2020 or 2019. Based consisted of the following:

	December 31,	
	2022	2021
Current provision (benefit):		
Federal	$ —	$ —
State	—	—
Total current provision	—	—
Deferred tax provision (benefit):		
Federal	(2,581,400)	(7,780,600)
State	(659,100)	(702,100)
Change in valuation allowance	3,240,500	8,482,700
Total deferred provision	—	—
Total provision (benefit) for income taxes	$ —	$ —

The Company is required to establish a valuation allowance for deferred tax assets if, based on the Company's historical operating performance, weight of available evidence, it is more likely than not that some or all the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. The Company considers projected future taxable income and tax planning strategies in making this assessment. As of December 31, 2022 and 2021, the Company has provided established a full valuation allowance against its net deferred tax assets.

Net deferred tax assets as of December 31, 2021, 2020 and 2019 are presented in the table below:

	December 31,		
	2021	2020	2019
Deferred tax assets:			
Net operating loss carryforwards	$ 22,306,600	$ 14,998,000	$ 12,842,100
Research and development credits	—	875,400	875,400
Stock-based compensation	3,177,500	1,662,600	1,146,200
Deferred revenue	1,873,100	1,387,200	965,800
Lease liability	1,478,800	566,900	647,800
Accruals and other	1,103,900	971,700	652,700
Deferred tax liabilities:			
ROU asset	(1,480,700)	(538,500)	(630,300)
Depreciation	(70,100)	—	(25,300)
	28,389,100	19,923,300	16,474,400
Valuation allowance	(28,389,100)	(19,923,300)	(16,474,400)
Net deferred tax assets	$ —	$ —	$ —

The Federal net operating loss ("NOL") carryforwards of approximately $90.3 million as of December 31, 2021, will begin to expire in various years beginning in 2026. The use of NOL carryforwards is limited on an annual basis under Internal Revenue Code Section 382 when there is a change in ownership (as defined by this code section). As of December 31, 2021, the Company has NOL carryforwards of approximately $52.5 million in various states. Based on changes in Company ownership in the past, the Company believes that the use of its NOL carryforwards generated prior to the date of the change is limited on an annual basis; NOL carryforwards generated subsequent to the date of change in ownership can be used without limitation. The use of the Company's NOL carryforwards may be restricted further if there are future changes in Company ownership. Additionally, despite the net operating loss carryforwards, the Company may have a future tax liability due to state tax requirements.

Income

Net deferred tax expense reconciled to assets as of December 31, 2022 and 2021 are presented in the tax computed at statutory rates for the years ended December 31, 2021, 2020 and 2019 is as follows: table below:

	Year Ended December 31,		
	2021	2020	2019
Federal income taxes (benefit) at statutory rates	$ (4,007,300)	$ (2,481,400)	$ (2,707,900)
State income taxes (benefit), net of Federal benefit	(959,100)	(787,600)	(898,800)
Windfall tax benefits	(6,082,100)	(556,900)	(40,200)
Permanent differences, rate changes and other	2,565,800	377,100	(29,700)
Change in valuation allowance	8,482,700	3,448,800	3,676,600
Total Income Tax Expense	$ —	$ —	$ —

	December 31,	
	2022	2021
Deferred tax assets:		
Net operating loss carryforwards	$ 22,297,700	$ 22,306,600
Research and experimental expenditures	3,733,100	—
Stock-based compensation	5,649,200	3,177,500
Deferred revenue	1,807,600	1,873,100
Lease liability	4,135,100	1,478,800
Tenant incentive	1,329,500	—
Accruals and other	1,250,200	1,103,900
Deferred tax liabilities:		
ROU asset	(2,531,600)	(1,480,700)
Depreciation	(4,605,300)	(70,100)
	33,065,500	28,389,100
Valuation allowance	(33,065,500)	(28,389,100)
Net deferred tax assets	$ —	$ —

The difference between the expected income tax provision (benefit) from applying the U.S. Federal statutory rate to pre-tax income (loss) and the actual income tax provision (benefit) for the years ended December 31, 2022 and 2021 relates primarily to the effect of the following:

	Year Ended December 31,	
	2022	2021
Federal income taxes (benefit) at statutory rates	$ (4,949,900)	$ (4,007,300)
State income taxes (benefit), net of Federal benefit	(968,200)	(959,100)
Excess tax benefits	(562,900)	(6,082,100)
Permanent differences, rate changes and other	3,240,500	2,565,800
Change in valuation allowance	3,240,500	8,482,700
Total Income Tax Expense	$ —	$ —

On August 16, 2022, the U.S. Inflation Reduction Act of 2022 (the "Inflation Reduction Act") was signed into law. The Inflation Reduction Act includes, among other provisions, (i) a new corporate alternative minimum tax of 15 percent on the adjusted financial statement income (AFSI) of corporations with average AFSI exceeding $1.0 billion over a three-year period, and (ii) a new excise tax of 1 percent on the fair market value of net corporate stock repurchases. The provisions of the Inflation Reduction Act are effective for tax years beginning after December 31, 2022. The Company does not expect the Inflation Reduction Act to have a material impact on its provision for income taxes.

The Tax Cuts and Jobs Act of 2017 (TCJA) amended IRC Section 174 to require capitalization of all research and developmental ("R&D") costs incurred in tax years beginning after December 31, 2021. These costs are required to be amortized over five years if the R&D activities are performed in the United States or over 15 years if the activities were performed outside the United States. The Company capitalized approximately $16.1 million of R&D expenses incurred during the year ended December 31, 2022.

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9. **9.Commitments and Contingencies**

Leases

Operating Leases

The Company is was a party to various leases for office and laboratory space. and other space that were terminated in 2022. One portion of leased space was an operating lease (the "Original Headquarters Lease"), which was originally scheduled to expire in October 2023. The Original Headquarters Lease was early terminated as allowed for under the lease on June 9, 2022. The Company was also a sublessee of certain additional office, laboratory, and other space under several subleases (the "Original Headquarters Subleases") that were originally scheduled to expire in October 2023, all of which were terminated as allowed for under the subleases on various dates between June and August 2022.

A member of the Company's Board board of Directors directors is the CEO Chief Executive Officer and Board a member of the lessor board of certain directors of these leases for which the sublandlord under the Original Headquarters Subleases, and the Company's Chairman is also a member of the sublandlord's board of directors. The Company's rent payments to the sublandlord totaled $692,000, $623,000 $296,300 and $416,800 $692,000 in the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, respectively.

The Company's long-term office and laboratory lease agreements as amended to date, for all leases excluding the 2021 Lease described below, expire between October 2022 and October 2023 and provide for annual increases to the base rent of between 3% and 5%. All of these leases are classified as operating leases and the current monthly base lease payment for these office and laboratory leases is approximately $59,100. In addition to base rent, the Company pays a pro-rated share of common area maintenance ("CAM") costs for the entire building, which is adjusted annually based on actual expenses incurred. None of the Company's current operating leases, excluding the 2021 Lease described below, contain any renewal provisions. The Company used a discount rate of 8% in calculating its lease liability under its operating leases.

In May 2021, the Company entered into a lease for its new headquarters (the "New Headquarters Lease"), consisting of an operating lease agreement, as amended, for new office, laboratory, manufacturing and manufacturing space (the "2021 Lease"). other space. The 2021 New Headquarters Lease for the new space consists of three phases, with Phase 1 having commenced in December 2021 and a portion of Phase 2 having commenced in January 2022 (see Note 10) the first quarter of 2022. Phase 3 will commence no later than November 1, 2023. The current lease term for all phases is estimated to will expire on August 31, 2035. The remainder of Phase 2 Company designed and all of Phase 3 are estimated to commence in the second quarter 2022 and the first quarter of 2023, respectively. The Company will design and construct constructed the leasehold improvements with the approval of the landlord. The 2021 New Headquarters Lease agreement includes a landlord-provided tenant improvement allowance ("TIA") of $6.3 million, which will be applied to offset the cost of construction of leasehold improvements. As of December 31, 2022, the Company had received TIA reimbursements of $4.3 million. Under the 2021 New Headquarters Lease, the Company has three five-year options to extend the term of the lease. However, the Company is not reasonably certain to exercise any of these options.

The initial monthly base rent rents for Phase Phases 1 is and 2 are $66,000 and $72,100, respectively, with such base rent increasing during the initial term by 3% annually on the anniversary of the commencement date. The Company is obligated to pay its portion of real estate taxes and costs related to the lease premises, including costs of operations, maintenance, repair, replacement and management of the new leased premises. The Phase 1 and 2 lease commencement commencements resulted in the Company establishing approximately $4.8 million $10.3 million of ROU assets and $4.7 million $10.2 million of lease liabilities. The Company used a discount an incremental borrowing rate of 6.5% in calculating its Phase 1 and 2 lease liability. The total incremental non-cancellable lease payments under the 2021 New Headquarters Lease are approximately $29.9 million $29.6 million over the lease term.

Finance Leases

In 2020, the Company entered into a three-year laboratory equipment lease that expires in April 2023. The lease provided for monthly payments of approximately $9,200 per month and included an end of lease bargain purchase option. The lease was classified as a finance lease. The Company used a discount rate of 5.5% in calculating its lease liability under this finance lease resulting in the establishment of approximately a $301,700 ROU asset and offsetting lease liabilities.

In August 2021, the Company exercised its purchase option under the finance lease and acquired the associated leased laboratory equipment. At December 31, 2022 and 2021, the Company had no ROU finance asset or lease liability.

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In August 2021, the Company exercised its purchase option under the finance lease and acquired the associated leased laboratory equipment. At December 31, 2021, the Company had no ROU finance asset or lease liability.

At December 31, 2020, the Company had a $218,300 ROU asset, a $100,000 short-term lease liability included in "Accrued expenses and other" and $142,200 long-term lease liability included in "Other liabilities" related to its finance lease on the consolidated balance sheet.

All Leases

The components of lease cost and supplemental balance sheet information for the Company's lease portfolio were as follows:

	Year Ended December 31,			Year ended December 31,	
	2021	2020	2019	2022	2021
Finance lease cost					
Amortization of ROU asset	$ 55,600	$ 83,400	$ —		
Interest on expense	7,000	14,400	—		

Amortization of right-of-use asset				$ —	$ 55,600
Interest expense				—	7,000
Operating lease cost	714,100	673,900	551,100	1,623,500	714,100
Short-term lease cost	43,300	19,100	—	47,400	43,300
Variable lease cost	302,400	289,500	217,700	530,200	302,400
Total lease cost	$ 1,122,400	$ 1,080,300	$768,800	$2,201,100	$1,122,400

	As of December 31,		As of December 31,	As of December 31,
	2021	2020	2022	2021
Operating leases				
Assets:				
Operating lease right-of-use assets	$ 5,689,300	$ 1,728,300	$ 9,853,500	$ 5,689,300
Liabilities				
Current portion of operating lease liabilities	$ 527,200	$ 572,600	$ 156,800	$ 527,200
Operating lease liabilities, net of current portion	5,154,900	1,234,600	15,938,100	5,154,900
Total operating lease liabilities	$ 5,682,100	$ 1,807,200	$ 16,094,900	$ 5,682,100
Other information				
Weighted-average remaining lease term (in years)	11.7	2.8	12.7	11.7
Weighted-average discount rate%	6.6%	8.0%		
Weighted-average discount rate			6.5%	6.6%

As of December 31, 2021 December 31, 2022, maturities of lease liabilities that had commenced prior to December 31, 2021, December 31, 2022 were as follows:

	Operating Leases	Operating Leases
2022	$ 579,200	
2023	1,015,700	$ 1,226,700
2024	829,100	1,734,500
2025	849,800	1,777,700
2026 and thereafter	9,394,600	
2026		1,822,100
2027		1,867,700
2028 and thereafter		15,963,200
Total undiscounted lease payments	$ 12,668,400	24,391,900
Discount factor	(6,986,300)	(8,297,000)
Present value of lease liabilities	$ 5,682,100	$ 16,094,900

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401(k) Retirement Plan

The Company sponsors a defined-contribution 401(k) retirement plan covering eligible employees. Participating employees may voluntarily contribute up to limits provided by the Internal Revenue Code. Code of 1986, as amended. The Company matches employee contributions equal to 50% of the salary deferral contributions, with a maximum Company contribution of 5% of the employees' eligible

compensation. In the years ended December 31, 2021, 2020 December 31, 2022 and 2019, 2021, Company matching contributions amounted to $723,100 and $378,900, $351,500 and $277,700, respectively.

10. Subsequent Events

On January 28, 2022, a portion of Phase 2 of the 2021 Lease (see Note 9) commenced. The Phase 2 commencement resulted in the Company establishing approximately $3.2 million each of ROU assets and lease liabilities. The initial monthly base rent for the commenced portion of Phase 2 is $35,800, with such base rent increasing during the initial term by 3% annually on the anniversary of the Phase 1 commencement date. The Company used a discount rate of 6.5% in calculating its Phase 2 lease liability. The total incremental non-cancellable lease payments under the commenced portion of Phase 2 are approximately $6.7 million over the lease term.

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Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.
None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer Chief Financial Officer and Chief Accounting Financial Officer, of the effectiveness of our "disclosure controls and procedures" as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act as of December 31, 2021 December 31, 2022, the end of the period covered by this Annual Report. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on our evaluation, our Chief Executive Officer Chief Financial Officer and Chief Accounting Financial Officer concluded that the design and operation of these disclosure controls and procedures were effective as of December 31, 2021 December 31, 2022, at the reasonable assurance level.

Management's Annual Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an assessment of the effectiveness of our internal control over financial reporting as of December 31, 2022 based on the criteria set forth in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013). Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2022 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with U.S. GAAP.

This Annual Report on Form 10-K does not include a an attestation report of management's assessment regarding our independent registered public accounting firm on internal control over financial reporting or an attestation report of our registered public accounting firm due to a transition period established by rules of the SEC deferral allowed under the JOBS Act for newly public emerging growth companies.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the fourth quarter of 2021 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

None.

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PART III

We will file a definitive Proxy Statement for our 2022 2023 Annual Meeting of Stockholders or the 2022 (the "2023 Proxy Statement, Statement") with the SEC, pursuant to Regulation 14A, not later than 120 days after the end of our fiscal year. Accordingly, certain information required by Part III has been omitted under General Instruction G(3) to Form 10-K. Only those sections of the 2022 2023 Proxy Statement that specifically address the items set forth herein are incorporated by reference.

Item 10. Directors, Executive Officers and Corporate Governance.

The information required by this item is hereby incorporated by reference to the sections of the 2022 2023 Proxy Statement under the captions "Information Regarding the Board of Directors and Corporate Governance," "Election of Directors," and "Executive Officers."

Item 11. Executive Compensation.

The information required by this item is hereby incorporated by reference to the sections of the 2022 2023 Proxy Statement under the captions "Executive Compensation" and "Director Compensation."

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information required by this item is hereby incorporated by reference to the sections of the 2022 2023 Proxy Statement under the captions "Security Ownership of Certain Beneficial Owners and Management" and "Securities Authorized for Issuance under Equity Compensation Plans."

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information required by this item is hereby incorporated by reference to the sections of the 2022 2023 Proxy Statement under the captions "Transactions with Related Persons" and "Independence of the Board of Directors."

Item 14. Principal Accountant Fees and Services.

The information required by this item is hereby incorporated by reference to the sections of the 2022 2023 Proxy Statement under the caption "Ratification of Selection of Independent Auditors."

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PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a) The following documents are filed as part of this Annual Report on Form 10-K:

(1) Financial Statements

The financial statements filed as part of this Annual Report are included in Part II, Item 8 of this Annual Report.

(2) Financial Statement Schedules

Financial statement schedules have been omitted in this Annual Report because they are not applicable, not required under the instructions or the information requested is set forth in the financial statements or related notes thereto.

(3) List of Exhibits required by Item 601 of Regulation S-K

See the Exhibit Index in Item 15(b) below.

(b) Exhibit Index.

		Incorporated by Reference				Incorporated by Reference				
Exhibit Number	Description	Form	File No.	Exhibit	Filing Date	Description	Form	File No.	Exhibit	Filing Date
3.1	Amended and Restated Bylaws of the Registrant.	8-K	001-40674	3.1	August 4, 2021	Amended and Restated Bylaws of the Registrant.	8-K	001-40674	3.1	August 4, 2021
3.2	Fifteenth Amended and Restated Certificate of Incorporation.	S-1	333-257810	3.1	July 26, 2021	Fifteenth Amended and Restated Certificate of Incorporation.	S-1	333-257810	3.1	July 26, 2021
4.1*	Description of Certain of Registrant's Securities.									
4.1						Description of Certain of Registrant's Securities.	10-K	001-40674	4.1	March 22, 2022
10.1#	MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.1	July 26, 2021	MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.1	July 26, 2021

10.2#	Form of New Hire Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.2	July 26, 2021	Form of New Hire Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.2	July 26, 2021
10.3#	Form of Performance Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.3	July 26, 2021	Form of Performance Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.3	July 26, 2021
10.4#	Form of Director Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.4	July 26, 2021	Form of Director Stock Option Agreements under the MaxCyte, Inc. Long-Term Incentive Plan.	S-1/A	333-257810	10.4	July 26, 2021
10.5*#	MaxCyte, Inc. Inducement Plan.									
10.5#						MaxCyte, Inc. Inducement Plan.	10-K	001-40674	10.5	March 22, 2022
10.6#	Form of 2021 Employee Stock Purchase Plan.	S-1/A	333-257810	10.7	July 26, 2021	MaxCyte, Inc. Form of Stock Option Grant Notice (2021 Inducement Plan), dated as of January 1, 2022.	10-Q	001-40674	10.4	August 10, 2022
10.7#	Form of Indemnification Agreement by and between the Registrant and each director and executive officer.	S-1/A	333-257810	10.8	July 26, 2021	Form of 2022 Employee Stock Purchase Plan.	S-8	333-266133	99.2	July 14, 2022

10.8	Eighth Amendment to Lease Agreement, dated as of September 27, 2019, between ARE-20/22/1300 Firstfield Quince Orchard, LLC and the Registrant.	S-1/A	333-257810	10.9	July 26, 2021					
10.9	Sublease, dated as of September 9, 2019, between Novavax, Inc. and the Registrant.	S-1/A	333-257810	10.10	July 26, 2021					
10.10	First Amendment to Sublease, dated as of September 9, 2019, between Novavax, Inc. and the Registrant.	S-1/A	333-257810	10.11	July 26, 2021					
10.8#						Form of Indemnification Agreement by and between the Registrant and each director and executive officer.	S-1/A	333-257810	10.8	July 26, 2021
10.9#						MaxCyte, Inc. 2022 Equity Incentive Plan.	8-K	001-40674	10.1	June 30, 2022
10.10#						MaxCyte, Inc. Form of RSU Award Grant Notice (2022 Equity Incentive Plan), dated as of July 19, 2022.	10-Q	001-40674	10.5	August 10, 2022

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10.11	First Amendment to Sublease, dated as of September 9, 2019, between Novavax, Inc. and the Registrant.	S-1/A	333-257810	10.12	July 26, 2021
10.12#	Severance Agreement, dated July 20, 2021, between the Registrant and Doug Doerfler.	S-1/A	333-257810	10.13	July 26, 2021
10.13#	Severance Agreement, dated January 21, 2021, between the Registrant and Amanda Murphy.	S-1/A	333-257810	10.15	July 26, 2021
10.14*#	Severance Agreement, dated March 8, 2017, between the Registrant and Ron Holtz.				
10.15	Notice of Termination of Lease Agreement, dated as of June 8, 2021, between ARE-20/22/1300 Firstfield Quince Orchard, LLC and Registrant.				
10.16µ	Deed of Lease, dated as of May 27, 2021, between Key West MD Owner LLC and Registrant.				
10.17µ	Amendment to Deed of Lease, dated as of November 16, 2021, between Key West MD Owner LLC and Registrant.				
21.1*	Subsidiaries of the Registrant.				
23.1*	Consent of Independent Registered Public Accounting Firm.				
24.1*	Power of Attorney (contained on the signature page to this Form 10-K).				
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.				
32.1@	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2@	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS*	Inline XBRL Instance Document.				
101.SCH*	XBRL Taxonomy Extension Schema Document				
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document				
10.11#	MaxCyte, Inc. Form of Stock Option Grant Notice (2022 Equity Incentive Plan), dated as of July 19, 2022.	10-Q	001-40674	10.6	August 10, 2022
10.12#	Severance Agreement, dated July 20, 2021, between the Registrant and Doug Doerfler.	S-1/A	333-257810	10.13	July 26, 2021
10.13#	Separation Agreement, by and between the Company and Amanda Murphy, dated as of May 6, 2022.	10-Q	001-40674	10.2	August 10, 2022

10.14#	Consulting Agreement, by and between the Company and Amanda Murphy, effective as of April 15, 2022.	10-Q	001-40674	10.3	August 10, 2022
10.15*#	Severance Agreement, dated March 8, 2017, between the Registrant and Ron Holtz.				
10.16*	Deed of Lease, dated as of May 27, 2021, between Key West MD Owner LLC and Registrant.				
10.17*	Amendment to Deed of Lease, dated as of November 16, 2021, between Key West MD Owner LLC and Registrant.				
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101.LAB*	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document				

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104*	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibits 101.SCH, 101.CAL, 101.DEF, 101.LAB and 101.PRE).

* Filed herewith.

# Indicates management contract or compensatory plan.

µ Confidential material omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment.

@ This exhibit shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in such filings filings.

Item 16. Form 10-K Summary

None.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MaxCyte Inc.

Date: March 22, 2022 March 15, 2023

By: /s/ Douglas Doerfler
Name: Douglas Doerfler
Title: President and Chief Executive Officer
(On Behalf of the Registrant)

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Doug Doerfler and Maher Masoud, jointly and severally, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this Annual Report on Form 10-K of MaxCyte, Inc., and any or all amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises hereby ratifying and confirming all that said attorneys-in-fact and agents, or his, her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

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Signature	Title	Date
/s/ Douglas Doerfler Douglas Doerfler	President, Chief Executive Officer and Director *(Principal Executive Officer)*	March 22, 2022 15,
/s/ Amanda Murphy Amanda Murphy	Chief Financial Officer *(Principal Financial Officer)*	March 22, 2022
/s/ Ron Holtz Ron Holtz	Senior Vice President Chief Financial Officer *(Principal Financial Officer and Chief Accounting Officer (Principal Accounting Officer)*	March 22, 2022 15,
/s/ Richard Douglas Richard Douglas, PhD	Chairman of the Board of Directors	March 22, 2022 15,
/s/ Yasir Al-Wakeel Yasir Al-Wakeel, BM BCh	Director	March 22, 2022 15,
/s/ Patrick J. Balthrop, Sr. Patrick J. Balthrop, Sr.	Director	March 15, 2023
/s/ Will Brooke Will Brooke	Director	March 22, 2022 15,
/s/ Stanley C. Erck Stanley C. Erck	Director	March 22, 2022 15,
/s/ Rekha Hemraiani Rekha Hemraiani	Director	March 22, 2022 15,
/s/ John Johnston John Johnston	Director	March 22, 2022 15,
/s/ Art Mandell Art Mandell	Director	March 22, 2022 15,

EXHIBIT 4.1

DESCRIPTION OF MAXCYTE, INC. COMMON STOCK

The following description of the common stock of MaxCyte, Inc., or the Company, and certain provisions of the Company's fifteenth amended and restated certificate of incorporation, or the amended and restated certificate, and amended and restated bylaws are summaries. These summaries are qualified in the entirety by reference to the provisions of the Delaware General Corporation Law and the complete text of the amended and restated certificate and amended and restated bylaws, which are incorporated by reference as Exhibits 3.1 and 3.2, respectively, of the Company's Annual Report on Form 10-K to which this description is also an exhibit.

General

The amended and restated certificate authorizes the Company to issue up to 400,000,000 shares of common stock, $0.01 par value per share, and 5,000,000 shares of preferred stock, $0.01 par value per share, all of which shares of preferred stock are undesignated. The Company's board of directors may establish the rights and preferences of the preferred stock from time to time.

Common Stock

Voting Rights

Each holder of common stock is entitled to one vote for each share of common stock held by such holder on all matters submitted to a vote of the stockholders. In all matters, other than the election of directors and except as otherwise required by law, the amended and restated certificate or amended and restated bylaws, including any provisions requiring a separate vote of a class or series of the Company's shares, the affirmative vote of a majority of the voting power of the shares present or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. The amended and restated bylaws provide that stockholders representing a majority of the voting power of the Company's issued and outstanding capital stock, present in person, by remote communication, if applicable, or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. The affirmative vote of holders of at least 75% of the voting power of all of the then-outstanding shares of capital stock, entitled to vote and voting together as a single class, is required to amend certain provisions of the amended and restated certificate, including provisions relating to amending the amended and restated bylaws and the certificate, the voting rights of the Company's common stock, removal of directors, director liability and indemnification, vacancies on the Company's board, special meetings, annual meetings, stockholder notices, actions by written consent and exclusive forum. Unless otherwise required by law or the amended and restated certificate, the amended and restated bylaws provide that the election of directors shall be decided by a plurality of the votes cast at a meeting of stockholders by the holders of stock entitled to vote in the election.

Dividends

Holders of the Company's common stock are entitled to receive ratably any dividends that the Company's board of directors may declare out of funds legally available for that purpose. Dividends may be paid in cash, in property or in shares of the Company's common stock.

Liquidation

In the event of the Company's liquidation, dissolution or winding up, holders of the Company's common stock are entitled to share ratably in all assets.

Rights and Preferences

Holders of the Company's common stock have no conversion, subscription or other rights, and there are no redemption, sinking fund provisions or pre-emptive rights applicable to the Company's common stock.

Fully Paid and Nonassessable

All outstanding shares of the Company's common stock are fully paid and non-assessable, and the shares of common stock to be issued upon completion of this offering will be fully paid and non-assessable.

Anti-Takeover Provisions

Fifteenth Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

The Company's amended and restated certificate and amended and restated bylaws:

- provide that the authorized number of directors may be changed only by resolution of the Company's board of directors;
- provide that the Company's board of directors will be classified into three classes of directors;
- provide that all vacancies, including newly created directorships, may, except as otherwise required by law, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- require that any action to be taken by the Company's stockholders must be effected at a duly called annual or special meeting of stockholders and not be taken by written consent in lieu thereof;
- provide that stockholders seeking to present proposals before a meeting of stockholders or to nominate candidates for election as directors at a meeting of stockholders must provide advance notice in writing, and also specify requirements as to the form and content of a stockholder's notice;
- provide that special meetings of the Company's stockholders may be called at any time, for any purpose or purposes, only by the chairperson of the Company's board of directors, the Company's chief executive officer or by the Company's board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors;
- provide that the Company's directors may be removed (i) with or without cause, upon the vote of at least 50% of the outstanding shares of voting stock or (ii) with cause, by the affirmative vote or consent of at least two-thirds of the other members of the Company's board of directors; and
- do not provide for cumulative voting rights, therefore allowing the holders of a majority of the shares of common stock entitled to vote in any election of directors to elect all of the directors standing for election, if they should so choose.

The amendment of any of these provisions would require approval by the holders of at least 75% of the outstanding shares of the Company's capital stock entitled to vote on such amendment or repeal, voting together as a single class.

The combination of these provisions will make it more difficult for the Company's existing stockholders to replace the Company's board of directors as well as for another party to obtain control of

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the Company by replacing the Company's board of directors. Because the Company's board of directors has the power to retain and discharge the Company's officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

These provisions are intended to enhance the likelihood of continued stability in the composition of the Company's board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce the Company's vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for the Company's shares and may have the effect of delaying changes in the Company's control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of the Company's stock that could result from actual or rumored takeover attempts. The Company believes that the benefits of these provisions, including increased protection of the Company's potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure the Company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

Section 203 of the Delaware General Corporation Law

Following this offering, the Company will be subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder

for a period of three years after the date that such stockholder became an interested stockholder, subject to certain exceptions.

Choice of Forum

The amended and restated certificate provides that the Court of Chancery of the State of Delaware (or, if and only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state court located within the State of Delaware or, if and only if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: any derivative action or proceeding brought on the Company's behalf; any action asserting a breach of a fiduciary duty; any action asserting a claim against the Company arising pursuant to the Delaware General Corporation Law, the amended and restated certificate, or the amended and restated bylaws; or any action asserting a claim against the Company that is governed by the internal affairs doctrine. The provisions would not apply to suits brought to enforce a duty or liability created by the Securities Act or the Exchange Act of 1934, as amended.

In addition, the amended and restated certificate provides that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision. Stockholders cannot waive compliance with U.S. federal securities laws and the rules and regulations thereunder.

Exchange Listing

The Company's common stock is traded on the Nasdaq Global Select Market and also on AIM, a market operated by the London Stock Exchange, under the trading symbol "MXCT."

Transfer Agent and Registrar

The transfer agent for the Company's common stock is Computershare Trust Company, N.A. The transfer agent's address is 150 Royall Street, Canton, Massachusetts 02021.

Exhibit 10.5

MAXCYTE, INC.
2021 INDUCEMENT PLAN
ADOPTED BY THE BOARD OF DIRECTORS: DECEMBER 15, 2021

1. GENERAL.

(a) Eligible Award Recipients. The only persons eligible to receive grants of Awards under this Plan are individuals who satisfy the standards for inducement grants under Nasdaq Marketplace Rule 5635(c)(4) or 5635(c)(3), if applicable, and the related guidance under Nasdaq IM 5635-1. A person who previously served as an Employee or Director will not be eligible to receive Awards under the Plan, other than following a *bona fide* period of non-employment. Persons eligible to receive grants of Awards under this Plan are referred to in this Plan as "***Eligible Employees***." These Awards must be approved by either a majority of the Company's "Independent Directors" (as such term is defined in Nasdaq Marketplace Rule 5605(a)(2)) ("***Independent Directors***") or the Company's compensation committee, provided such committee is comprised solely of Independent Directors of the Company (the "***Independent Compensation Committee***") in order to comply with the exemption from the stockholder approval requirement for "inducement grants" provided under Rule 5635(c)(4) of the Nasdaq Marketplace Rules. Nasdaq Marketplace Rule 5635(c)(4) and the related guidance under Nasdaq IM 5635-1 (together with any analogous rules or guidance effective after the date hereof, the "***Inducement Award Rules***").

(b) Plan Purpose. The Company, by means of the Plan, intends to provide (i) an inducement material for certain individuals to enter into employment with the Company within the meaning of Rule 5635(c)(4) of the Nasdaq Marketplace Rules, (ii) incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and (iii) a means by which Eligible Employees may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Awards.

(c) Available Awards. The Plan provides for the grant of the following Awards: (i) Nonstatutory Stock Options; (ii) SARs; (iii) Restricted Stock Awards; (iv) RSU Awards; (v) Performance Awards; and (vi) Other Awards.

2. Shares Subject to the Plan.

(a) Share Reserve. Subject to adjustment in accordance with Section 2(c) and any adjustments as necessary to implement any Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Awards will not exceed 2,500,000 shares.

(b) Share Reserve Operation.

(i) Limit Applies to Common Stock Issued Pursuant to Awards. For clarity, the Share Reserve is a limit on the number of shares of Common Stock that may be issued pursuant to Awards and does not limit the granting of Awards, except that the Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy its obligations to issue shares pursuant to such Awards. Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, Nasdaq Listing Rule 5635(c), NYSE Listed Company Manual Section 303A.08, NYSE American Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

(ii) Actions that Do Not Constitute Issuance of Common Stock and Do Not Reduce Share Reserve. The following actions do not result in an issuance of shares under the Plan and accordingly do not reduce the number of shares subject to the Share Reserve and available for issuance

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under the Plan: (1) the expiration or termination of any portion of an Award without the shares covered by such portion of the Award having been issued, (2) the settlement of any portion of an Award in cash (i.e., the Participant receives cash rather than Common Stock), (3) the withholding of shares that would otherwise be issued by the Company to satisfy the exercise, strike or purchase price of an Award, or (4) the withholding of shares that would otherwise be issued by the Company to satisfy a tax withholding obligation in connection with an Award.

(iii) Reversion of Previously Issued Shares of Common Stock to Share Reserve. The following shares of Common Stock previously issued pursuant to an Award and accordingly initially deducted from the Share Reserve will be added back to the Share Reserve and again become available for issuance under the Plan: (1) any shares that are forfeited back to or repurchased by the Company because of a failure to meet a contingency or condition required for the vesting of such shares, (2) any shares that are reacquired by the Company to satisfy the exercise, strike or purchase price of an Award, and (3) any shares that are reacquired by the Company to satisfy a tax withholding obligation in connection with an Award.

3. Eligibility and Limitations.

(a) Eligible Award Recipients. Awards may only be granted to persons who are Eligible Employees described in Section 1(a) of the Plan, where the Award is an inducement material to the individual's entering into employment with the Company or an Affiliate within the meaning of Rule 5635(c)(4) of the Nasdaq Marketplace Rules or is otherwise permitted pursuant to Rule 5635(c) of the Nasdaq Marketplace Rules

(b) Approval Requirements. All Awards must be granted either by a majority of the Company's Independent Directors or the Independent Compensation Committee.

(c) Limitations on Nonstatutory Stock Options and SARs. Nonstatutory Stock Options and SARs may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any "parent" of the Company (as such term is defined in Rule 405) unless the stock underlying such Awards is treated as "service recipient stock" under Section 409A because the Awards are granted pursuant to a corporate transaction (such as a spin off transaction) or unless such Awards otherwise comply with the distribution requirements of Section 409A.

4. Options and Stock Appreciation Rights.

Each Option and SAR will have such terms and conditions as determined by the Board. All Options will be Nonstatutory Stock Options at the time of grant. Each SAR will be denominated in shares of Common Stock equivalents. The terms and conditions of separate Options and SARs need not be identical; provided, however, that each Option Agreement and SAR Agreement will conform (through incorporation of provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(a) Term. No Option or SAR will be exercisable after the expiration of ten years from the date of grant of such Award or such shorter period specified in the Award Agreement.

(b) Exercise or Strike Price. The exercise or strike price of each Option or SAR will not be less than 100% of the Fair Market Value on the date of grant of such Award. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value on the date of grant of such Award if such Award is granted pursuant to an assumption of or

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substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Section 409A of the Code.

(c) Exercise Procedure and Payment of Exercise Price for Options. In order to exercise an Option, the Participant must provide notice of exercise to the Plan Administrator in accordance with the procedures specified in the Option Agreement or otherwise provided by the Company. The Board has the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The exercise price of an Option may be paid, to the extent permitted by Applicable Law and as determined by the Board, by one or more of the following methods of payment to the extent set forth in the Option Agreement:

(i) by cash or check, bank draft or money order payable to the Company;

(ii) pursuant to a "cashless exercise" program developed under Regulation T as promulgated by the United States Federal Reserve Board that, prior to the issuance of the Common Stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock that are already owned by the Participant free and clear of any liens, claims, encumbrances or security interests, with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) at the time of exercise the Common Stock is publicly traded, (2) any remaining balance of the exercise price not satisfied by such delivery is paid by the Participant in cash or other permitted form of payment, (3) such delivery would not violate any Applicable Law or agreement restricting the redemption of the Common Stock, (4) any certificated shares are endorsed or accompanied by an executed assignment separate from certificate, and (5) such shares have been held by the Participant for any minimum period necessary to avoid adverse accounting treatment as a result of such delivery;

(iv) by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value on

the date of exercise that does not exceed the exercise price, provided that (1) such shares used to pay the exercise price will not be exercisable thereafter and (2) any remaining balance of the exercise price not satisfied by such net exercise is paid by the Participant in cash or other permitted form of payment; or

(v) in any other form of consideration that may be acceptable to the Board and permissible under Applicable Law.

(d) Exercise Procedure and Payment of Appreciation Distribution for SARs. In order to exercise any SAR, the Participant must provide notice of exercise to the Plan Administrator in accordance with the SAR Agreement. The appreciation distribution payable to a Participant upon the exercise of a SAR will not be greater than an amount equal to the excess of (i) the aggregate Fair Market Value on the date of exercise of a number of shares of Common Stock equal to the number of Common Stock equivalents that are vested and being exercised under such SAR, over (ii) the strike price of such SAR. Such appreciation distribution may be paid to the Participant in the form of Common Stock or cash (or any combination of Common Stock and cash) or in any other form of payment, as determined by the Board and specified in the SAR Agreement.

(e) Transferability. Options and SARs may not be transferred to third party financial institutions for value. The Board may impose such additional limitations on the transferability of an Option

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or SAR as it determines. In the absence of any such determination by the Board, the following restrictions on the transferability of Options and SARs will apply, provided that except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration:

(i) Restrictions on Transfer. An Option or SAR will not be transferable, except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the Participant only by the Participant; provided, however, that the Board may permit transfer of an Option or SAR in a manner that is not prohibited by applicable tax and securities laws upon the Participant's request, including to a trust if the Participant is considered to be the sole beneficial owner of such trust (as determined under Section 671 of the Code and applicable U.S. state law) while such Option or SAR is held in such trust, provided that the Participant and the trustee enter into a transfer and other agreements required by the Company.

(ii) Domestic Relations Orders. Notwithstanding the foregoing, subject to the execution of transfer documentation in a format acceptable to the Company and subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to a domestic relations order.

(f) Vesting. The Board may impose such restrictions on or conditions to the vesting and/or exercisability of an Option or SAR as determined by the Board. Except as otherwise provided in the applicable Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Options and SARs will cease upon termination of the Participant's Continuous Service.

(g) Termination of Continuous Service for Cause. Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service is terminated for Cause, the Participant's Options and SARs will terminate and be forfeited immediately upon such termination of Continuous Service, and the Participant will be prohibited from exercising any portion (including any vested portion) of such Awards on and after the date of such termination of Continuous Service and the Participant will have no further right, title or interest in such forfeited Award, the shares of Common Stock subject to the forfeited Award, or any consideration in respect of the forfeited Award.

(h) Post-Termination Exercise Period Following Termination of Continuous Service for Reasons Other than Cause. Subject to Section 4(i), if a Participant's Continuous Service terminates for any reason other than for Cause, the Participant may exercise his or her Option or SAR to the extent vested, but only within the following period of time or, if applicable, such other period of time provided in the Award Agreement or other written

agreement between a Participant and the Company or an Affiliate; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(a)):

(i) three months following the date of such termination if such termination is a termination without Cause (other than any termination due to the Participant's Disability or death);

(ii) 12 months following the date of such termination if such termination is due to the Participant's Disability;

(iii) 18 months following the date of such termination if such termination is due to the Participant's death; or

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(iv) 18 months following the date of the Participant's death if such death occurs following the date of such termination but during the period such Award is otherwise exercisable (as provided in (i) or (ii) above).

Following the date of such termination, to the extent the Participant does not exercise such Award within the applicable Post-Termination Exercise Period (or, if earlier, prior to the expiration of the maximum term of such Award), such unexercised portion of the Award will terminate, and the Participant will have no further right, title or interest in the terminated Award, the shares of Common Stock subject to the terminated Award, or any consideration in respect of the terminated Award.

(i) Restrictions on Exercise; Extension of Exercisability. A Participant may not exercise an Option or SAR at any time that the issuance of shares of Common Stock upon such exercise would violate Applicable Law. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason other than for Cause and, at any time during the last thirty days of the applicable Post-Termination Exercise Period, the exercise of the Participant's Option or SAR would be prohibited solely because the issuance of shares of Common Stock upon such exercise would violate Applicable Law (as determined in the sole discretion of the Board), then the applicable Post-Termination Exercise Period will be extended to the last day of the calendar month that commences following the date the Award would otherwise expire, with an additional extension of the exercise period to the last day of the next calendar month to apply if any of the foregoing restrictions apply at any time during such extended exercise period, generally without limitation as to the maximum permitted number of extensions; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(a)).

(j) Non-Exempt Employees. No Option or SAR, whether or not vested, granted to an Employee who is a non-exempt employee for purposes of the United States Fair Labor Standards Act of 1938, as amended, will be first exercisable for any shares of Common Stock until at least six months following the date of grant of such Award. Notwithstanding the foregoing, in accordance with the provisions of the United States Worker Economic Opportunity Act, any vested portion of such Award may be exercised earlier than six months following the date of grant of such Award in the event of (i) such Participant's death or Disability, (ii) a Corporate Transaction in which such Award is not assumed, continued or substituted, (iii) a Change in Control, or (iv) such Participant's retirement (as such term may be defined in the Award Agreement or another applicable agreement or, in the absence of any such definition, in accordance with the Company's then current employment policies and guidelines). This Section 4(j) is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay.

(k) Whole Shares. Options and SARs may be exercised only with respect to whole shares of Common Stock or their equivalents.

5. Awards Other Than Options and Stock Appreciation Rights.

(a) Restricted Stock Awards and RSU Awards. Each Restricted Stock Award and RSU Award will have such terms and conditions as determined by the Board; provided, however, that each Restricted Stock Award Agreement and RSU Award Agreement will conform (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(i) Form of Award.

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(1) RSAs: To the extent consistent with the Company's Bylaws, at the Board's election, shares of Common Stock subject to a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions until such shares become vested or any other restrictions lapse, or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. Unless otherwise determined by the Board, a Participant will have voting and other rights as a stockholder of the Company with respect to any shares subject to a Restricted Stock Award.

(2) RSUs: An RSU Award represents a Participant's right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units subject to the RSU Award. As a holder of an RSU Award, a Participant is an unsecured creditor of the Company with respect to the Company's unfunded obligation, if any, to issue shares of Common Stock in settlement of such Award and nothing contained in the Plan or any RSU Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between a Participant and the Company or an Affiliate or any other person. A Participant will not have voting or any other rights as a stockholder of the Company with respect to any RSU Award (unless and until shares are actually issued in settlement of a vested RSU Award).

(ii) Consideration.

(1) RSA: A Restricted Stock Award may be granted in consideration for (A) cash or check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of consideration as the Board may determine and permissible under Applicable Law.

(2) RSU: Unless otherwise determined by the Board at the time of grant, an RSU Award will be granted in consideration for the Participant's services to the Company or an Affiliate, such that the Participant will not be required to make any payment to the Company (other than such services) with respect to the grant or vesting of the RSU Award, or the issuance of any shares of Common Stock pursuant to the RSU Award. If, at the time of grant, the Board determines that any consideration must be paid by the Participant (in a form other than the Participant's services to the Company or an Affiliate) upon the issuance of any shares of Common Stock in settlement of the RSU Award, such consideration may be paid in any form of consideration as the Board may determine and permissible under Applicable Law.

(iii) Vesting. The Board may impose such restrictions on or conditions to the vesting of a Restricted Stock Award or RSU Award as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Restricted Stock Awards and RSU Awards will cease upon termination of the Participant's Continuous Service.

(iv) Termination of Continuous Service. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason, (i) the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant under his or her Restricted Stock Award that have not vested as of the date of such termination as set forth in the Restricted Stock Award Agreement and (ii) any portion of his or her RSU Award that has not vested will be forfeited upon such termination and the Participant will have no further right, title or interest in the RSU Award, the shares of Common Stock issuable pursuant to the RSU Award, or any consideration in respect of the RSU Award.

(v) Dividends and Dividend Equivalents. Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any shares of Common Stock subject to a Restricted Stock Award or RSU Award, as determined by the Board and specified in the Award Agreement.

(vi) Settlement of RSU Awards. An RSU Award may be settled by the issuance of shares of Common Stock or cash (or any combination thereof) or in any other form of payment, as determined by the Board and specified in the RSU Award Agreement. At the time of grant, the Board may determine to impose such restrictions or conditions that delay such delivery to a date following the vesting of the RSU Award.

(b) Performance Awards. With respect to any Performance Award, the length of any Performance Period, the Performance Goals to be achieved during the Performance Period, the other terms and conditions of such Award, and the measure of whether and to what degree such Performance Goals have been attained will be determined by the Board.

(c) Other Awards. Other Awards may be granted either alone or in addition to Awards provided for under Section 4 and the preceding provisions of this Section 5. Subject to the provisions of the Plan, a majority of the Company's Independent Directors or the Independent Compensation Committee will have sole and complete discretion to determine the persons to whom and the time or times at which such Other Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Awards and all other terms and conditions of such Other Awards.

6. Adjustments upon Changes in Common Stock; Other Corporate Events.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of shares of Common Stock subject to the Plan and (ii) the class(es) and number of securities and exercise price, strike price or purchase price of Common Stock subject to outstanding Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. Notwithstanding the foregoing, no fractional shares or rights for fractional shares of Common Stock shall be created in order to implement any Capitalization Adjustment. The Board shall determine an appropriate equivalent benefit, if any, for any fractional shares or rights to fractional shares that might be created by the adjustments referred to in the preceding provisions of this Section.

(b) Dissolution or Liquidation. Except as otherwise provided in the Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Awards (other than Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Award is providing Continuous Service, provided, however, that the Board may determine to cause some or all Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions will apply to Awards in the event of a Corporate Transaction except as set forth in Section 11, and unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of an Award.

(i) Awards May Be Assumed. In the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Awards outstanding under the Plan or may substitute similar awards for Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Corporate Transaction. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of an Award or substitute a similar award for only a portion of an Award, or may choose to assume, continue, or substitute the Awards held by some, but not all Participants. The terms of any assumption, continuation or substitution will be set by the Board.

(ii) Awards Held by Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by Participants whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "**Current Participants**"), the vesting of such Awards (and, with respect to Options and SARs, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Corporate Transaction (contingent upon the effectiveness of the Corporate Transaction) as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective time of the Corporate Transaction), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Corporate Transaction). With respect to the vesting of Performance Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and that have multiple vesting levels depending on the level of performance, unless otherwise provided in the Award Agreement, the vesting of such Performance Awards will accelerate at 100% of the target level upon the occurrence of the Corporate Transaction. With respect to the vesting of Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and are settled in the form of a cash payment, such cash payment will be made no later than 30 days following the occurrence of the Corporate Transaction.

(iii) Awards Held by Persons other than Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, such Awards will terminate if not exercised (if applicable) prior to the occurrence of the Corporate Transaction; provided, however, that any reacquisition or repurchase rights held by the Company with respect to such Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

(iv) Payment for Awards in Lieu of Exercise. Notwithstanding the foregoing, in the event an Award will terminate if not exercised prior to the effective time of a Corporate Transaction, the Board may provide, in its sole discretion, that the holder of such Award may not exercise such Award but will receive a payment, in such form as may be determined by the Board, equal in value, at the effective time, to the excess, if any, of (1) the value of the property the Participant would have received upon the exercise of the Award (including, at the discretion of the Board, any unvested portion of such Award), over (2) any exercise price payable by such holder in connection with such exercise.

(d) Appointment of Stockholder Representative. As a condition to the receipt of an Award under this Plan, a Participant will be deemed to have agreed that the Award will be subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the

appointment of a stockholder representative that is authorized to act on the Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

(e) No Restriction on Right to Undertake Transactions. The grant of any Award under the Plan and the issuance of shares pursuant to any Award does not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, rights or options to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

7. ADMINISTRATION.

(a) Administration by Board. The Board will administer the Plan; provided however, that Awards may only be granted by either (i) a majority of the Company's Independent Directors or (ii) the Independent Compensation Committee. Subject to those constraints and the other constraints of the Inducement Award Rules, the Board may delegate some of its powers of administration of the Plan to a Committee or Committees, as provided in subsection (c) below.

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan and the Inducement Plan Rules:

(i) To determine from time to time: (1) which of the persons eligible under the Plan will be granted Awards; (2) when and how each Award will be granted; (3) what type or combination of types of Award will be granted; (4) the provisions of each Award granted (which need not be identical), including the time or times when a person will be permitted to receive an issuance of Common Stock or other payment pursuant to an Award; (5) the number of shares of Common Stock or cash equivalent with respect to which an Award will be granted to each such person; (6) the Fair Market Value applicable to an Award; and (7) the terms of any Performance Award that is not valued in whole or in part by reference to, or otherwise based on, the Common Stock, including the amount of cash payment or other property that may be earned and the timing of payment; provided, however, that Awards may only be granted by either (i) a majority of the Company's Independent Directors or (ii) the Independent Compensation Committee.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it deems necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest, notwithstanding the provisions in the Award Agreement stating the time at which it may first be exercised or the time during which it will vest.

(v) To prohibit the exercise of any Option, SAR or other exercisable Award during a period of up to 30 days prior to the consummation of any pending stock dividend, stock split, combination

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or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of Common Stock or the share price of the Common Stock (including, but not limited to, any Corporate Transaction), for reasons of administrative convenience.

(vi) To suspend or terminate the Plan at any time. Suspension or termination of the Plan will not Materially Impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vii) To amend the Plan in any respect the Board deems necessary or advisable; provided, however, that stockholder approval will be required for any amendment to the extent required by Applicable Law. Except as provided above, rights under any Award granted before amendment of the Plan will not be Materially Impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(viii) To submit any amendment to the Plan for stockholder approval.

(ix) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; provided however, that, a Participant's rights under any Award will not be Materially Impaired by any such amendment unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(x) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(xi) To adopt such procedures and sub-plans as are necessary or appropriate to permit and facilitate participation in the Plan by, or take advantage of specific tax treatment for Awards granted to, Eligible Employees who are non-U.S. nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement to ensure or facilitate compliance with the laws of the relevant non-U.S. jurisdiction).

(c) Delegation to Committee.

(i) General. Subject to the terms of Section 3(b), the Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to another Committee or a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Each Committee may retain the authority to concurrently administer the Plan with the Committee or subcommittee to which it has delegated its authority hereunder and may, at any time, revest in such Committee some or all of the powers previously delegated. The Board may retain the authority to concurrently administer the Plan with any Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Rule 16b-3 Compliance. To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange

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Act, the Award will be granted by the a Committee that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by a Committee meeting such requirements to the extent necessary for such exemption to remain available.

(d) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board or any Committee in good faith will not be subject to review by any person and will be final, binding and conclusive on

all persons.

(e) Cancellation and Re-Grant of Awards. Neither the Board nor any Committee will have the authority to: (i) reduce the exercise price or strike price of any outstanding Option or SAR, or (ii) cancel any outstanding Options or SARs that have an exercise price or strike price greater than the current Fair Market Value in exchange for cash or other Awards, unless the stockholders of the Company have approved such an action within twelve months prior to such an event.

8. Tax Withholding

(a) Withholding Authorization. As a condition to acceptance of any Award under the Plan, a Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy any U.S. and/or non-U.S. federal, state or local tax or social insurance contribution withholding obligations of the Company or an Affiliate, if any, which arise in connection with the grant, vesting, exercise, or settlement of such Award, as applicable. Accordingly, a Participant may not be able to exercise an Award even though the Award is vested, and the Company shall have no obligation to issue shares of Common Stock subject to an Award, unless and until such obligations are satisfied.

(b) Satisfaction of Withholding Obligation. To the extent permitted by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any U.S. and/or non-U.S. federal, state or local tax or social insurance withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; (v) by allowing a Participant to effectuate a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the United States Federal Reserve Board; or (vi) by such other method as may be set forth in the Award Agreement.

(c) No Obligation to Notify or Minimize Taxes; No Liability to Claims. Except as required by Applicable Law, the Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from such Award or other Company compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so. Additionally, each Participant acknowledges any Option or SAR granted under the Plan is exempt from Section 409A only if the exercise or strike price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the United States Internal Revenue Service and there is no other impermissible deferral of compensation

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associated with the Award. Additionally, as a condition to accepting an Option or SAR granted under the Plan, each Participant agrees not to make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the United States Internal Revenue Service asserts that such exercise price or strike price is less than the "fair market value" of the Common Stock on the date of grant as subsequently determined by the United States Internal Revenue Service.

(d) Withholding Indemnification. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or its Affiliate's withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold

the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

9. Miscellaneous.

(a) Source of Shares. The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

(b) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(c) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action approving the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(d) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until (i) such Participant has satisfied all requirements for exercise of the Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Award is reflected in the records of the Company.

(e) No Employment or Other Service Rights. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or affect the right of the Company or an Affiliate to terminate at will and without regard to any future vesting opportunity that a Participant may have with respect to any Award (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the U.S. state or non-U.S. jurisdiction in which the Company or the Affiliate is incorporated, as the case may be. Further, nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award will constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or service or confer any

right or benefit under the Award or the Plan unless such right or benefit has specifically accrued under the terms of the Award Agreement and/or Plan.

(f) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by Applicable Law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(g) Execution of Additional Documents. As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Plan Administrator's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Plan Administrator's request.

(h) Electronic Delivery and Participation. Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award, the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Plan Administrator or another third party selected by the Plan Administrator. The form of delivery of any Common Stock (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(i) Clawback/Recovery. All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts, to the extent applicable and permissible under Applicable Law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a Participant's right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

(j) Securities Law Compliance. A Participant will not be issued any shares in respect of an Award unless either (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Each Award also must comply with other Applicable Law governing the Award, and a Participant will not receive such shares if the Company determines that such receipt would not be in material compliance with Applicable Law.

(k) Transfer or Assignment of Awards; Issued Shares. Except as expressly provided in the Plan or the form of Award Agreement, Awards granted under the Plan may not be transferred or assigned

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by the Participant. After the vested shares subject to an Award have been issued, or in the case of a Restricted Stock Award and similar awards, after the issued shares have vested, the holder of such shares is free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein, the terms of the Trading Policy and Applicable Law.

(l) Effect on Other Employee Benefit Plans. The value of any Award granted under the Plan, as determined upon grant, vesting or settlement, shall not be included as compensation, earnings, salaries, or other similar terms used when calculating any Participant's benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

(m) Deferrals. To the extent permitted by Applicable Law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may also establish programs and procedures for deferral elections to be made by Participants. Deferrals will be made in accordance with the requirements of Section 409A.

(n) Section 409A. Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A, and, to the extent not so exempt, in compliance with the requirements of Section 409A. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A is a "specified employee" for purposes of Section 409A, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A without regard to alternative definitions thereunder) will be issued or paid before the date that is six months and one day following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

(o) Choice of Law. This Plan and any controversy arising out of or relating to this Plan shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to conflict of law principles that would result in any application of any law other than the law of the State of Delaware.

10. Covenants of the Company.

(a) Compliance with Law. The Company will seek to obtain from each regulatory commission or agency, as may be deemed necessary, having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell shares of Common Stock upon exercise or vesting of the Awards; provided, however, that this undertaking will not require the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary or advisable

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for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise or vesting of such Awards unless and until such authority is obtained. A Participant is not eligible for the grant of an Award or the subsequent issuance of Common Stock pursuant to the Award if such grant or issuance would be in violation of any Applicable Law.

11. Additional Rules for Awards Subject to Section 409A.

(a) Application. Unless the provisions of this Section of the Plan are expressly superseded by the provisions in the form of Award Agreement, the provisions of this Section shall apply and shall supersede anything to the contrary set forth in the Award Agreement for a Non-Exempt Award.

(b) Non-Exempt Awards Subject to Non-Exempt Severance Arrangements. To the extent a Non-Exempt Award is subject to Section 409A due to application of a Non-Exempt Severance Arrangement, the following provisions of this subsection (b) apply.

(i) If the Non-Exempt Award vests in the ordinary course during the Participant's Continuous Service in accordance with the vesting schedule set forth in the Award Agreement, and does not accelerate vesting under the terms of a Non-Exempt Severance Arrangement, in no event will the shares be issued in respect of such Non-Exempt Award any later than the later of: (i) December 31st of the calendar year that includes the applicable vesting date, or (ii) the 60th day that follows the applicable vesting date.

(ii) If vesting of the Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with the Participant's Separation from Service, and such vesting acceleration provisions were in effect as of the date of grant of the Non-Exempt Award and, therefore, are part of the terms of such Non-Exempt Award as of the date of grant, then the shares will be earlier issued in settlement of such Non-Exempt Award upon the Participant's Separation from Service in accordance with the terms of the Non-Exempt Severance Arrangement, but in no event later than the 60th day that follows the date of the Participant's Separation from Service. However, if at the time the shares would otherwise be issued the Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not be issued before the date that is six months following the date of such Participant's Separation from Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iii) If vesting of a Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with a Participant's Separation from Service, and such vesting acceleration provisions were not in effect as of the date of grant of the Non-Exempt Award and, therefore, are not a part of the terms of such Non-Exempt Award on the date of grant, then such acceleration of vesting of the Non-Exempt Award shall not accelerate the issuance date of the shares, but the shares shall instead be issued on the same schedule as set forth in the Grant Notice as if they had vested in the ordinary course during the Participant's Continuous Service, notwithstanding the vesting acceleration of the Non-Exempt Award. Such issuance schedule is intended to satisfy the requirements of payment on a specified date or pursuant to a fixed schedule, as provided under United States Treasury Regulations Section 1.409A-3(a)(4).

(c) Treatment of Non-Exempt Awards Upon a Corporate Transaction for Employees and Consultants. The provisions of this subsection (c) shall apply and shall supersede anything to the contrary set forth in the Plan with respect to the permitted treatment of any Non-Exempt Award in connection with a Corporate Transaction if the Participant was either an Employee or Consultant upon the applicable date of grant of the Non-Exempt Award.

(i) Vested Non-Exempt Awards. The following provisions shall apply to any Vested Non-Exempt Award in connection with a Corporate Transaction:

(1) If the Corporate Transaction is also a Section 409A Change in Control, then the Acquiring Entity may not assume, continue or substitute the Vested Non-Exempt Award. Upon the Section 409A Change in Control, the settlement of the Vested Non-Exempt Award will automatically be accelerated and the shares will be immediately issued in respect of the Vested Non-Exempt Award. Alternatively, the Company may instead provide that the Participant will receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control.

(2) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute each Vested Non-Exempt Award. The shares to be issued in respect of the Vested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of the Fair Market Value of the shares made on the date of the Corporate Transaction.

(ii) Unvested Non-Exempt Awards. The following provisions shall apply to any Unvested Non-Exempt Award unless otherwise determined by the Board.

(1) In the event of a Corporate Transaction, the Acquiring Entity shall assume, continue or substitute any Unvested Non-Exempt Award. Unless otherwise determined by the Board, any Unvested Non-Exempt

Award will remain subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of any Unvested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value of the shares made on the date of the Corporate Transaction.

(2) If the Acquiring Entity will not assume, substitute or continue any Unvested Non-Exempt Award in connection with a Corporate Transaction, then such Award shall automatically terminate and be forfeited upon the Corporate Transaction with no consideration payable to any Participant in respect of such forfeited Unvested Non-Exempt Award. Notwithstanding the foregoing, to the extent permitted and in compliance with the requirements of Section 409A, the Board may in its discretion determine to elect to accelerate the vesting and settlement of the Unvested Non-Exempt Award upon the Corporate Transaction, or instead substitute a cash payment equal to the Fair Market Value of such shares that would otherwise be issued to the Participant, as further provided in subsection (e)(ii) below. In the absence of such discretionary election by the Board, any Unvested Non-Exempt Award shall be forfeited without payment of any consideration to the affected Participants if the Acquiring Entity will not assume, substitute or continue the Unvested Non-Exempt Awards in connection with the Corporate Transaction.

(3) The foregoing treatment shall apply with respect to all Unvested Non-Exempt Awards upon any Corporate Transaction, and regardless of whether or not such Corporate Transaction is also a Section 409A Change in Control.

(d) If the RSU Award is a Non-Exempt Award, then the provisions in this Section 11(d) shall apply and supersede anything to the contrary that may be set forth in the Plan or the Award Agreement with respect to the permitted treatment of such Non-Exempt Award:

(i) Any exercise by the Board of discretion to accelerate the vesting of a Non-Exempt Award shall not result in any acceleration of the scheduled issuance dates for the shares in respect of the Non-Exempt Award unless earlier issuance of the shares upon the applicable vesting dates would be in compliance with the requirements of Section 409A.

(ii) The Company explicitly reserves the right to earlier settle any Non-Exempt Award to the extent permitted and in compliance with the requirements of Section 409A, including pursuant to any of the exemptions available in United States Treasury Regulations Section 1.409A-3(j)(4)(ix).

(iii) To the extent the terms of any Non-Exempt Award provide that it will be settled upon a Change in Control or Corporate Transaction, to the extent it is required for compliance with the requirements of Section 409A, the Change in Control or Corporate Transaction event triggering settlement must also constitute a Section 409A Change in Control. To the extent the terms of a Non-Exempt Award provides that it will be settled upon a termination of employment or termination of Continuous Service, to the extent it is required for compliance with the requirements of Section 409A, the termination event triggering settlement must also constitute a Separation From Service. However, if at the time the shares would otherwise be issued to a Participant in connection with a "separation from service" such Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not be issued before the date that is six months following the date of the Participant's Separation From Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iv) The provisions in this subsection (d) for delivery of the shares in respect of the settlement of an RSU Award that is a Non-Exempt Award are intended to comply with the requirements of Section 409A so that the

delivery of the shares to the Participant in respect of such Non-Exempt Award will not trigger the additional tax imposed under Section 409A, and any ambiguities herein will be so interpreted.

12. Severability.

If all or any part of the Plan or any Award Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of the Plan or such Award Agreement not declared to be unlawful or invalid. Any Section of the Plan or any Award Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

13. Termination of the Plan.

The Board may suspend or terminate the Plan at any time. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

14. Definitions.

As used in the Plan, the following definitions apply to the capitalized terms indicated below:

(a) "***Acquiring Entity***" means the surviving or acquiring corporation (or its parent company) in connection with a Corporate Transaction.

(b) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board may determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(c) "***Applicable Law***" means the Code and any applicable U.S. or non-U.S. securities, federal, state, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, listing rule, regulation, judicial decision, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of any applicable self-regulating organization such as the Nasdaq Stock Market, New York Stock Exchange, or the Financial Industry Regulatory Authority).

(d) "***Award***" means any right to receive Common Stock, cash or other property granted under the Plan (including a Nonstatutory Stock Option, a Restricted Stock Award, an RSU Award, a SAR, a Performance Award or any Other Award).

(e) "***Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award. The Award Agreement generally consists of the Grant Notice and the agreement containing the written summary of the general terms and conditions applicable to the Award and which is provided to a Participant along with the Grant Notice.

(f) "***Board***" means the board of directors of the Company (or its designee). Any decision or determination made by the Board shall be a decision or determination that is made in the sole discretion of the Board (or its designee), and such decision or determination shall be final and binding on all Participants.

(g) "***Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Award after the Effective Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting

Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(h) "***Cause***"has the meaning ascribed to such term in any written agreement between the Participant and the Company or an Affiliate defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant's actual or attempted commission of, or participation in, a fraud or act of dishonesty against the Company or an Affiliate; (ii) such Participant's intentional, material violation of any contract or agreement between the Participant and the Company or an Affiliate or of any statutory duty owed to the Company or an Affiliate; (iii) such Participant's unauthorized use or disclosure of the Company's or any of its Affiliate's confidential information or trade secrets; or (iv) such Participant's gross misconduct. The determination that a termination of the Participant's Continuous Service is either for Cause or without Cause will be made by the Board with respect to Participants who are executive officers of the Company and by the Company's Chief Executive Officer with respect to Participants who are not executive officers of the Company. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any

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determination of the rights or obligations of the Company or an Affiliate or such Participant for any other purpose.

(i) "***Change in Control***" or "***Change of Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events; provided, however, to the extent necessary to avoid adverse personal income tax consequences to the Participant in connection with an Award, such event or events, as the case may be, also constitute a Section 409A Change in Control:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of Ownership held by any Exchange Act Person (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more

than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(iv) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Awards subject to such agreement; provided, however, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(j) "***Code***" means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(k) "***Committee***" means a committee of one or more Independent Directors to whom authority has been delegated by the Board in accordance with Section 7(c).

(l) "***Common Stock***" means the common stock of the Company.

(m) "***Company***" means MaxCyte, Inc., a Delaware corporation, and any successor thereto.

(n) "***Consultant***" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a "Consultant" for purposes of the Plan.Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person. Consultants are not eligible to receive Awards under the Plan with respect to their service in such capacity.

(o) "***Continuous Service***" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service with the Company or an Affiliate, will not terminate a Participant's Continuous Service; provided, however, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, such Participant's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law. In addition, to the extent required for exemption from or compliance with Section

409A, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under United States Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(p) "***Corporate Transaction***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a saleor other disposition of all or substantially all, as determined by the Board, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(q) "***Director***" means a member of the Board. Directors are not eligible to receive Awards under the Plan with respect to their service in such capacity.

(r) "***determine***"or"***determined***"means as determined by the Board or the Committee (or its designee) in its sole discretion.

(s) "***Disability***" means, with respect to a Participant, such Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Section 22(e)(3) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(t) "***Effective Date***" means _____, 2021.

(u) "***Employee***" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(v) "***Employer***" means the Company or the Affiliate that employs the Participant.

(w) "***Entity***" means a corporation, partnership, limited liability company or other entity.

(x) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(y) "***Exchange Act Person***"means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or "group" (within the meaning of Section 13(d)

or 14(d) of the Exchange Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities.

(z) "***Fair Market Value***" means, as of any date, unless otherwise determined by the Board, the value of the Common Stock (as determined on a per share or aggregate basis, as applicable) determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) If there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, or if otherwise determined by the Board, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(aa) "***GovernmentalBody***" means any: (i) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (ii) U.S. federal, state, local, municipal, non-U.S. or other government; (iii) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Tax authority) or other body exercising similar powers or authority; or (iv) self-regulatory organization (including the Nasdaq Stock Market, New York Stock Exchange, and the Financial Industry Regulatory Authority).

(bb) "***Grant Notice***" means the notice provided to a Participant that he or she has been granted an Award under the Plan and which includes the name of the Participant, the type of Award, the date of grant of the Award, number of shares of Common Stock subject to the Award or potential cash payment right, (if any), the vesting schedule for the Award (if any) and other key terms applicable to the Award.

(cc) "***Materially Impair***"means any amendment to the terms of the Award that materially adversely affects the Participant's rights under the Award. A Participant's rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant's rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised, (ii) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (iii) to comply with other Applicable Law.

(dd) "***Non-Employee Director***"means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("***Regulation S-K***")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(ee) "***Non-Exempt Award***"means any Award that is subject to, and not exempt from, Section 409A, including as the result of (i) a deferral of the issuance of the shares subject to the Award which is elected by the Participant or imposed by the Company or (ii) the terms of any Non-Exempt Severance Agreement.

(ff) "***Non-Exempt Director Award***" means a Non-Exempt Award granted to a Participant who was a Director but not an Employee on the applicable grant date.

(gg) "***Non-Exempt Severance Arrangement***" means a severance arrangement or other agreement between the Participant and the Company that provides for acceleration of vesting of an Award and issuance of the shares in respect of such Award upon the Participant's termination of employment or separation from service (as such term is defined in Section 409A(a)(2)(A)(i) of the Code (and without regard to any alternative definition thereunder) ("***Separation from Service***")) and such severance benefit does not satisfy the requirements for an exemption from application of Section 409A provided under United States Treasury Regulations Section 1.409A-1(b)(4), 1.409A-1(b)(9) or otherwise.

(hh) "***Nonstatutory Stock Option***" means any option granted pursuant to Section 4 of the Plan that does not qualify as an "incentive stock option" within the meaning of Section 422 of the Code.

(ii) "***Officer***" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(jj) "***Option***" means a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(kk) "***Option Agreement***" means a written agreement between the Company and the Optionholder evidencing the terms and conditions of the Option grant. The Option Agreement includes the Grant Notice for the Option and the agreement containing the written summary of the general terms and conditions applicable to the Option and which is provided to a Participant along with the Grant Notice. Each Option Agreement will be subject to the terms and conditions of the Plan.

(ll) "***Optionholder***" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(mm) "***Other Award***" means an award valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value at the time of grant), that is not a Nonstatutory Stock Option, SAR, Restricted Stock Award, RSU Award or Performance Award.

(nn) "***Other Award Agreement***"means a written agreement between the Company and a holder of an Other Award evidencing the terms and conditions of an Other Award grant. Each Other Award Agreement will be subject to the terms and conditions of the Plan.

(oo) "***Own,***""***Owned,***""***Owner,***""***Ownership***"means that a person or Entity will be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(pp) "***Participant***" means an Employee, Director or Consultant to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

(qq) "***Performance Award***" means an Award that may vest or may be exercised or a cash award that may vest or become earned and paid contingent upon the attainment during a Performance Period of certain Performance Goals and which is granted under the terms and conditions of Section 5(b) pursuant to such terms as are approved by a majority of the Company's Independent Directors or the Independent Compensation Committee. In addition, to the extent permitted by Applicable Law and set forth in the applicable Award Agreement, a majority of the Company's Independent Directors or the Independent Compensation Committee may determine that cash or other property may be used in payment of Performance Awards. Performance Awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, the Common Stock.

(rr) "***Performance Criteria***" means the one or more criteria that a majority of the Company's Independent Directors or the Independent Compensation Committee will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Board: earnings (including earnings per share and net earnings); earnings before interest, taxes and depreciation; earnings before interest, taxes, depreciation and amortization; net income/loss adjusted for interest expense, interest income, other income/expenses, net provision for/benefit from income taxes, depreciation and amortization, legal settlement expenses and stock-based compensation expenses; other earnings measures; total stockholder return; return on equity or average stockholder's equity; return on assets, investment, or capital employed; stock price; margin (including gross margin); income (before or after taxes); operating income; operating income after taxes; pre-tax profit; operating cash flow; sales or revenue targets; increases in revenue or product revenue; expenses and cost reduction goals; improvement in or attainment of working capital levels; economic value added (or an equivalent metric); market share; cash flow; cash flow per share; share price performance; debt reduction; customer satisfaction; stockholders' equity; capital expenditures; debt levels; operating profit or net operating profit; workforce diversity; growth of net income or operating income; pre-clinical development related compound goals; operations within or below pre-determined annual budget, sales of certain number of instruments, reagents and/or service contracts; financing; regulatory milestones, including approval of a compound; stockholder liquidity; corporate governance and compliance; product commercialization; intellectual property; personnel matters; progress of internal research or clinical programs; progress of partnered programs; partner satisfaction; budget management; clinical achievements; completing phases of a clinical study (including the treatment phase); announcing or presenting preliminary or final data from clinical studies; in each case, whether on particular timelines or generally; timely completion of clinical trials; submission of INDs and NDAs and other regulatory achievements; partner or collaborator achievements; internal controls, including those related to the Sarbanes-Oxley Act of 2002; research progress, including the development of programs; investor relations, analysts and communication; manufacturing achievements (including obtaining particular yields from manufacturing runs and other measurable objectives related to process development activities); strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property; establishing relationships with commercial entities with respect to the marketing, distribution and sale of the Company's products (including with group purchasing organizations, distributors and other vendors); supply chain achievements (including establishing relationships with key manufacturers or suppliers of active pharmaceutical ingredients and other component materials and manufacturers of the Company's products); co-development, co-marketing, profit sharing, joint venture or other similar arrangements; individual performance goals; corporate development and planning goals; and other measures of performance selected by the Company's Independent Directors or the Independent Compensation Committee.

(ss) "***Performance Goals***" means, for a Performance Period, the one or more goals established by a majority of the Company's Independent Directors or the Independent Compensation Committee for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments,

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and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Company's Independent Directors or the Independent Compensation Committee (i) in the Award Agreement at the time the Award is granted or (ii) in such

other document setting forth the Performance Goals at the time the Performance Goals are established, the Company's Independent Directors or the Independent Compensation Committee will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (8) to exclude the effect of any change in the outstanding shares of Common Stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to exclude the effects of stock based compensation and the award of bonuses under the Company's bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Company's Independent Directors or the Independent Compensation Committee retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Award Agreement or the written terms of a Performance Cash Award.

(tt) "***Performance Period***" means the period of time selected by a majority of the Company's Independent Directors or the Independent Compensation Committee over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to vesting or exercise of an Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of a majority of the Company's Independent Directors or the Independent Compensation Committee.

(uu) "***Plan***" means this MaxCyte, Inc. Inducement Plan, as amended from time to time.

(vv) "***Plan Administrator***" means the person, persons, and/or third-party administrator designated by the Company to administer the day to day operations of the Plan and the Company's other equity incentive programs.

(ww) "***Post-Termination Exercise Period***" means the period following termination of a Participant's Continuous Service within which an Option or SAR is exercisable, as specified in Section 4(h).

(xx) "***Restricted Stock Award***" or "***RSA***" means an Award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(yy) "***Restricted Stock Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. The Restricted Stock Award Agreement includes the Grant Notice for the Restricted Stock Award and the agreement containing the written summary of the general terms and conditions applicable to the

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Restricted Stock Award and which is provided to a Participant along with the Grant Notice. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(zz) "***RSU Award***" or "***RSU***"means an Award of restricted stock units representing the right to receive an issuance of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(aaa) "***RSU Award Agreement***"means a written agreement between the Company and a holder of an RSU Award evidencing the terms and conditions of an RSU Award. The RSU Award Agreement includes the Grant Notice

for the RSU Award and the agreement containing the written summary of the general terms and conditions applicable to the RSU Award and which is provided to a Participant along with the Grant Notice. Each RSU Award Agreement will be subject to the terms and conditions of the Plan.

(bbb) "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(ccc) "***Rule 405***" means Rule 405 promulgated under the Securities Act.

(ddd) "***Section 409A***" means Section 409A of the Code and the regulations and other guidance thereunder.

(eee) "***Section 409A Change in Control***" means a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and United States Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(fff) "***Securities Act***" means the Securities Act of 1933, as amended.

(ggg) "***Share Reserve***" means the number of shares available for issuance under the Plan as set forth in Section 2(a).

(hhh) "***Stock Appreciation Right***" or "***SAR***"means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 4.

(iii) "***SAR Agreement***" means a written agreement between the Company and a holder of a SAR evidencing the terms and conditions of a SAR grant. The SAR Agreement includes the Grant Notice for the SAR and the agreement containing the written summary of the general terms and conditions applicable to the SAR and which is provided to a Participant along with the Grant Notice. Each SAR Agreement will be subject to the terms and conditions of the Plan.

(jjj) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(kkk) "***Trading Policy***" means the Company's policy permitting certain individuals to sell Company shares only during certain "window" periods and/or otherwise restricts the ability of certain individuals to transfer or encumber Company shares, as in effect from time to time.

(lll) "***Unvested Non-Exempt Award***" means the portion of any Non-Exempt Award that had not vested in accordance with its terms upon or prior to the date of any Corporate Transaction.

(mmm)"***Vested Non-Exempt Award***" means the portion of any Non-Exempt Award that had vested in accordance with its terms upon or prior to the date of a Corporate Transaction.

Exhibit 10.14 10.15

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT is made as of _____, 2017 March 8, 2017 (the "Effective Date" "Effective Date"), by and between MaxCyte, Inc., a Delaware corporation (the "Company" "Company"), and _____ Ronald E. Holtz (the "Executive" "Executive").

WHEREAS, the Company considers it essential to its best interests and to the best interests of its shareholders and customers to foster the continuous employment of its key management personnel; and

WHEREAS, the Company desires to provide the Executive with certain severance benefits in the event the employment of the Executive is terminated after the Effective Date under certain circumstances.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. Definitions of certain capitalized terms used in this Agreement are provided in Section 8 and elsewhere in this Agreement.

2. Term Of Agreement. This Agreement shall become effective on the date hereof and shall remain in effect indefinitely thereafter. Notwithstanding the foregoing, this Agreement shall terminate upon the earlier of (i) the Date of Termination, in the event the Executive's Executive's employment is terminated by the Company for Cause or is terminated by the Executive without Good Reason, or (ii) the expiration of the Severance Period.

3. Agreement Of The Company. In order to induce the Executive to remain in the employ of the Company, the Company agrees, under the terms and conditions set forth herein, that, upon the occurrence of a Triggering Event after the Effective Date, the Company shall provide to the Executive the benefits described in this Section 3 (collectively, the "Severance Benefits" "Severance Benefits").

(a) Severance Payment.

(i)Change of Control. If the Triggering Event occurs within twenty-four twenty- four (24) Months following a Change of Control, in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay to the Executive in equal monthly installments over the Severance Period a severance amount, in cash, equal to (1) seventy-five percent (75%) of the Executive's Executive's Annual Base Salary, plus (2) the Executive's Executive's Target Bonus, plus (3) acceleration of vesting of all unvested stock options granted to the Executive, less (4) any amounts paid to the Executive with respect to the Severance Period under the Company's Company's Short Term or Long Term Disability Plan.

(ii)No Change of Control. If the Triggering Event occurs at any time other than within twenty-four (24) months following a Change of Control, in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, the Company shall pay to the Executive in equal monthly installments over the Severance Period a severance

amount, in cash, equal to seventy-five percent (75%) of the Executive's Executive's Annual Base Salary less any amounts paid to the Executive with respect to the Severance Period under the Company's Company's Short Term or Long Term Disability Plan.

(b) COBRA Payments. The Company shall provide the Executive with reimbursements of payments, if any, actually made by the Executive for health insurance coverage for the Severance Period pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) or its successor legislation.

(c) Other Benefits. The Company shall, during the Severance Period, provide the Executive with continued coverage under the Company's Company's term life, accident, and short and long-term disability insurance programs in effect immediately prior to the beginning of the Severance Period, provided, however, that other than following a Change of Control the Company shall not be obligated to provide any coverage hereunder that it does not otherwise generally provide for its senior executives during the Severance Period.

(d) Other Plans. The severance pay and other benefits provided for in this Section 3 shall be in lieu of any other severance or termination pay to which the Executive may be entitled under any general Company severance or termination plan, program, practice, or arrangement, but shall be in addition to any acceleration of vesting of stock options to which the Executive may become entitled based on the occurrence of a Change in Control under any Stock Option Agreement to which the Executive is a party.

(e) Timing Of Payments. The payments provided for in Sections 3(a) and (b) shall be made monthly following the Date of Termination, provided, however, that if the Executive so requests, and the Board so approves in its sole and absolute discretion, such payments shall be made on the Date of Termination, and provided, further, notwithstanding any other Section of this Agreement, if the Executive is a specified employee (as defined in Section 409A of the Code) at the time of the Executive's Executive's Date of Termination, payments or distribution of property to the Executive provided under this Agreement, to the extent considered amounts deferred under a non-qualified non qualified deferred compensation plan (as defined in Section 409A of the Code) shall be deferred until the six (6) month anniversary of such and all such amounts that would have been paid during such period but for the deferral shall be paid immediately upon the six (6) month anniversary of such Date of Termination to the extent required in order to comply with Section 409A of the Code and Treas. Reg. 1.409A-3(i) l.409A-3(i)(2).

(f) Limitation On Obligation of Company To Provide Severance Benefits. The obligation of the Company to provide the Severance Benefits to the Executive shall be subject to the Executive's Executive's execution of the Company's Company's then-standard Release Agreement of known and unknown claims against the Company, its officers, directors, and shareholders, and to such Release Agreement becoming effective. The Company's Company's current standard Release Agreement is attached as Exhibit A.

4. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's Executive's continuing or future participation in any benefit, bonus, incentive, or other plan or program provided by the Company (except for any severance or termination policies, plans,

programs, or practices covered in Section 3(d)) and for which the Executive may qualify, nor shall anything herein limit or reduce such rights as the Executive may have under any other agreements with the Company (except for any severance or termination agreement). Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any plan or program of the Company shall be payable in accordance with such plan or program, except as explicitly modified by this Agreement.

5. Termination Procedures.

(a) Notice Of Termination. Any termination of the Executive's employment (other than by reason of death) must be preceded by a written Notice of Termination from the terminating party to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall (i) specify the date of termination (the "Date of Termination") which shall not be more than three (3) months from the date such Notice of Termination is given, (ii) indicate the notifying party's opinion regarding the specific provisions of this Agreement that will apply upon such termination and (iii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for the application of the provisions indicated. Termination of the Executive's employment shall occur on the specified Date of Termination even if there is a dispute between the parties pursuant to Section 5(b) hereof relating to the provisions of this Agreement applicable to such termination.

(b) Dispute Concerning Applicable Termination Provisions. If within thirty (30) days of receiving the Notice of Termination the party receiving such notice notifies the other party that a dispute exists concerning the provisions of this Agreement that apply to such termination, the dispute shall be resolved either by mutual written agreement of the parties or by expedited commercial arbitration under the rules of the American Arbitration Association, pursuant to the procedures set forth in Section 7(n) hereof. The parties shall pursue the resolution of such dispute with reasonable diligence. Within five (5) days of such a resolution, any party owing any payments pursuant to the provisions of this Agreement shall make all such payments together with interest accrued thereon at the Wall Street Journal Prime Rate.

6. Notice of Termination. In consideration of the Company's agreement to make the payments and to provide the benefits provided for in Section 3 hereof, the Executive agrees (a) to provide the Company with three (3) months' Notice of Termination of his/her voluntary termination of his employment with the Company, other than for Good Reason (the "Notice of Termination Period"), (b) to continue to perform his/her duties as an employee of the Company throughout the Notice of Termination Period, (c) to cooperate with the Company in the transfer of his/her duties to a successor employee during the Notice of Termination Period, (d) notwithstanding any action he may take to the contrary, (i) during the Notice of Termination Period he/she shall be deemed to be an employee of the Company and (ii) the Notice of Termination Period shall be deemed to be "during the term of employment" for purposes of the Invention, Non-Disclosure, Non Disclosure, and non-Competition Agreement entered into between the Executive and the Company.

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7. Miscellaneous.

7. Miscellaneous.

(a) No Mitigation. The Company agrees that, if the Executive's employment by the Company is terminated in a manner that results in the obligation of the Company to provide Severance Benefits hereunder, the Executive shall not be required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to this Agreement. Further, the amount of any payment or benefit provided for under this Agreement shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise, other than by payments under the Company's Short Term or Long Term Disability Plan as provided for in Section 3(a).

(b) Successors. In addition to any obligations imposed by law upon any successor to the Company, the Company shall be obligated beobligated to require any successor (whether direct or indirect, by purchase, merger, consolidation, operation of law, or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; in the event of such a succession, references to the "Company" "Company" herein shall thereafter be deemed to include such successor. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to terminate his employment and thereafter to receive the Severance Benefits.

(c) Incompetency. Any benefit payable to or for the benefit of the Executive, if legally incompetent, or incapable of giving a receipt therefor, shall be deemed paid when paid to the Executive's Executive's guardian or to the party providing or reasonably appearing to provide for the care of such person, and such payment shall fully discharge the Company.

(d) Death. This Agreement shall inure to the benefit of and be enforceable by the Executive's Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(e) Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

MaxCyte, Inc.
Attention: CEO
22 Firstfield Road, Suite 110

Gaithersburg, MD 20878

With a copy to:

Stephen **M.** Feldhaus, Esquire
Feldhaus Law Group, P.C.
1629 K Street **NW,** suite 300
Washington, DC 20006

To the Executive:

Ronald E. Holtz
304 Tremont Way
Rockville, MD 20878

(f) Modification, Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board or its delegee. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(g) Entire Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement supersedes the Severance Agreement between the Company and the Executive dated _____, November 18, 2008, which is hereafter null and void and of no further force and effect.

(h) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Maryland without regard to principles of conflicts of laws thereof.

(i) Withholding. Any Severance Benefits provided for hereunder shall be provided net of any applicable withholding required under federal, state, or local law and of any additional withholding to which the Executive has agreed.

(j) Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(k) Survival. In the event a Triggering Event occurs prior to the termination of this Agreement, the right of the Executive to receive the Severance Benefits shall survive the termination of this Agreement

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(l) No Right To Continued Employment. Nothing in this Agreement shall be deemed to give any Executive the right to be retained in the employ of the Company, or to interfere

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with the right of the Company to discharge the Executive at any time and for any lawful reason, subject in all cases to the terms of this Agreement. By executing a copy of this Agreement, the Executive acknowledges and agrees that he is an at will employee of the Company.

(m) No Assignment Of Benefits. Except as otherwise provided herein or by law, no right or interest of the Executive under this Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of lawoflaw or otherwise, including without limitation by execution, levy, garnishment, attachment, pledge, or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of the Executive under this Agreement shall be liable for, or subject to, any obligation or liability of the Executive.

(n) Arbitration Procedures. All disputes relating to this Agreement, including without limitation any disputes under Section 5(b)S(b) hereof, shall be submitted to expedited commercial arbitration under the rules of the American

Arbitration Association in Washington D.C., with an arbiter who is mutually acceptable to both parties being selected to preside over such arbitration, or, failing such agreement, with an arbiter selected by the President of the American Arbitration Association. The Federal Rules of Evidence shall apply, and the arbiter shall establish the applicable rules of discovery. The prevailing party in any arbitration shall be entitled to recover from the other party all fees and expenses (including, without limitation, reasonable attorney's attorney's fees and disbursements) incurred in connection with such arbitration. The arbiter shall determine the scope of arbitrability. ofarbitrability. The only judicial relief shall be (a) interim equitable relief and (b) relief in aid of or to enforce arbitration. The decision of the arbiter shall be final and shall be enforceable in any court of competent jurisdiction.

(o) Reduction Of Benefits By Legally Required Benefits. Notwithstanding any other provision of this Agreement to the contrary, if the Company is obligated by law or by contract (other than under this Agreement) to pay severance pay, a termination indemnity, notice pay, or the like, or if the Company is obligated by law or by contract to provide advance notice of separation (" ("Notice Period" Period"), then any Severance Benefits hereunder shall be reduced by the amount of any such severance pay, termination indemnity, indenmity, notice pay, or the like, as applicable, and by the amount of any pay received by the Executive with respect to any Notice Period. Notice.Period.

(p) Headings. The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Agreement, and shall not be employed in the construction of this Agreement.

8. Definitions.

(a) " "Annual Base Salary" Salary" means the Executive's Executive's total base salary during the twelve (12) month period preceding the Executive's Executive's Date of Termination.

(b) " "Board" Board" means the Board of Directors of the Company.

(c) " "Cause" " or for or with " "Cause" " means with respect to the Executive any of the following as determined by the Board, in its sole discretion, (a) fraud or intentional

misrepresentation, (b) embezzlement, misappropriation or conversion of assets or opportunities of the Company, (c) acts or omissions that are in bad faith or constitute gross negligence, or willful

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or reckless misconduct, or (d) conviction, plea of guilty or *nolo contendere*, , or judicial determination of civil liability, based on a federal or state felony or serious criminal or civil offense.

(d) "Change of Control" means any one of the following events:

(i)The date the Company acquires knowledge that any Person (other than the Company, any employee benefit plan of the Company or any entity holding shares of Common Stock or other securities of the Company for or pursuant to the terms of any such plan) in a transaction or series of transactions, has become the beneficial owner, directly or indirectly (with beneficial ownership determined as provided in Rule 13d-3, or any successor rule, under the Exchange Act), of securities of the Company entitling such person to thirty forty percent (30% (40%) or more of all votes (without consideration of the rights of any class or stock to elect directors by a separate class vote) to which all stockholders of the Company would be entitled in the election of the Board, were an election held on such date;

(ii)The date, during any period of two consecutive years, when individuals who at the beginning of such period constitute the Board of the Company cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the stockholders of the Company, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of such period; or .

(iii)the consummation of: (1) (I) a merger or consolidation of the Company with another corporation where the stockholders of the Company, immediately prior to the merger or consolidation, do not beneficially own, immediately after the merger or consolidation, shares of the corporation issuing cash or securities in the merger or consolidation entitling such stockholders to fifty forty percent (50% (40%) or more of all votes (without consideration of the rights of any class of stock to elect directors by a separate class vote) to which all stockholders of such corporation would be entitled in the election of directors, or where the members of the Board or the Company, immediately prior to the merger or consolidation, do not, immediately after the merger or consolidation, constitute a majority of the board of directors of the corporation issuing cash or securities in the merger or consolidation; or (2) a sale or other disposition of all or substantially all the assets of the Company.

but only if the applicable transaction otherwise constitutes a "change "change in control event" event" for purposes of Section 409A of the Code and Treas. Reg. §1.409A-3(i)(5).

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(f) "Date of Termination" Termination" has the meaning assigned to such term in m Section 5(a) hereof.

(g) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(h) "Good Reason" means the occurrence of any of the following events:

(i)any action by the Company which results in a material diminution in the Executive's Executive's position, authority, duties, or responsibilities as of the Effective Date, excluding for this purpose an isolated and inadvertent action not taken in bad faith that is remedied by the Company promptly promptly after receipt of notice thereof given by the Executive;

(ii)a reduction by the Company in the Executive's Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for an across the board salary reduction affecting all senior executives of the Company and which is implemented before a Change of Control occurs;

(iii)the failure by the Company to honor all the terms and provisions of this Agreement or any other agreement between the Executive and the Company;

(iv)the failure by the Company to continue to provide the Executive with benefits substantially similar to those currently enjoyed under any of the Company's Company's pension, life insurance, medical, health and accident, disability, or other welfare plans, unless such modification of benefits is applicable to all senior executives of the Company.

(i) "Notice Period" has the meaning ascribed to such term in Section 7(o) hereof.

(j) "Notice of Termination" Termination" has the meaning assigned to such term in Section 5(a) hereof.

(k) "Notice of Termination Period" has the meaning assigned to such term in Section 6 hereof.

(l)(1) "Person" means a "person" "person" as used in Sections 3(a)(9) and 13(d) of the Exchange Act, or any group of Persons acting in concert that would be considered "persons "persons acting as a group" group" within the meaning of Treas. ofTreas. Reg. §1.409A-3(i) §l.409A-3(i)(5).

(m) "Severance Benefits" has the meaning assigned to such term in Section 3 hereof.

(n) "Severance Period" Period" means, if a ifa Triggering Event occurs within twenty-four (24) Months following a Change of Control, the twelve (12) month period following the Date of Termination, and, if a Triggering Event occurs at any time other than within twenty-four (24) months following a Change of Control, the nine (9) month period following the date of Termination.

(o) "Target Bonus" means of the greater of (i) the actual bonus amount earned by the Executive under the Company's Company's bonus plan with respect to the calendar year prior to the calendar year in which the Termination Date occurs, (ii) the actual bonus amount earned by the Executive under the Company's Company's bonus plan for the calendar year in which the Termination Date

occurs, or (iii) the Executive's Executive's target bonus amount under the Company's Company's bonus plan for the calendar year in which the Termination Date occurs.

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(p) "Triggering Event" Event" means (i) the termination of the Executive's Executive's employment by the Company, other than a termination for Cause, or (ii) a termination of the Executive's Executive's employment by the Executive at any time when Good Reason exists. For this purpose, a termination of the Executive's Executive's employment by reason of his death or disability shall be deemed to be a termination by the Company without Cause.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Executive has executed this Agreement, all as of the day and year first above written.

MAXCYTE, INC.

By: /s/ Douglas A. Doerfler
Douglas A. Doerfler
President & CEO

EXECUTIVE

/s/ Ronald E. Holtz
Ronald E. Holtz

Exhibit A

RELEASE

In consideration of the agreement of MaxCyte, Inc. (the "Company" "Company") to enter into that certain MaxCyte, Inc. Severance Agreement, dated as of _____, 2017 March 8, 2017 (the "Severance Agreement" "Severance Agreement"), with and the promises and covenants of the Company and the undersigned made thereunder, the undersigned, on behalf of himself and his respective heirs, representatives, executors, family members, and assigns hereby fully and forever releases and discharges the Company, and its past, present and future directors, officers, employees, agents, attorneys, investors, administrators, affiliates, divisions, subsidiaries, predecessors, successors, and assigns from and against, and agrees not to sue or otherwise institute or cause to be instituted any legal, alternative dispute resolution, or administrative proceeding concerning, any claim, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts, or facts that have occurred through the date his employment terminates, including without limitation:

1. Any and all claims relating to or arising from his employment by the Company and the termination of such employment;

2. Any and all claims under the Severance Agreement or any other agreement or understanding governing the service relationship between the Company and the undersigned;

3 Any and all claims for wrongful discharge, termination in violation of good policy, discrimination, breach of contract, both expressed or implied, covenants of good faith or fair dealing, both expressed or implied, promissory estoppel, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practice, defamation, libel, slander, negligence, personal injury, assault, battery, invasion of privacy, false imprisonment, or conversion;

4. Any and all claims for violation of any federal, state or municipal statute, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, and all amendments to each such Act as well as the regulations issued there under;

5. Any and all claims based on the violation of the federal or any state constitution;

6. Any and all claims for attorneys' attorneys' fees and costs.

The foregoing release shall not apply with respect to (i) the Company's Company's obligations under the Severance Agreement, or (ii) the undersigned's undersigned's rights under any "employee "employee benefit plans" plans" as that term is defined in the Employee Retirement Income Security Act of 1974, as amended, or any award made to the undersigned under the MaxCyte Long Term Incentive Plan, as amended.

The undersigned acknowledges that (i) he has been advised by Company to consult a lawyer of his own choice prior to executing this release and has done so or voluntarily declined to seek such counsel, (ii) he has read this release and understands the terms and conditions hereof and the binding nature hereof, (iii) he has had at least twenty-one (21) days within which to consider the terms of this release and executed this release voluntarily and without duress or undue influence on the part of the Company, (iv) he has seven (7) days to revoke his execution of this release and that such execution shall not be effective until seven (7) days following delivery to the Company, and (v) he understands that his right to receive payments under Paragraph 3 of the Severance Agreement is subject to and conditioned on the undersigned's undersigned's signing and delivering this release to Company and its becoming effective.

Initially capitalized terms used in this release and defined in the Severance Agreement shall have the meanings given to such terms under the Severance Agreement.

RON HOLTE
Printed Name

/s/ RON HOLTE
Signature

Date: 13 MARCH 2017

State of _____

County of _____

On this ___ day of ___, 20__, 20, personally appeared before me, a Notary Public, the above named _____, known to me, or satisfactorily proven, to be the person whose name is subscribed to the above instrument and who acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal

_____

(notary signature)

My Commission Expires: _____

Exhibit 10.15

Notice of Termination
Of
Lease Agreement
between
ARE-20/22/1300 Firstfield Quince Orchard, LLC
And
MaxCyte, Inc.

June 8, 2021

ARE-20/22/1300 Firstfield Quince Orchard, LLC
385 E Colorado Boulevard Suite 299
Pasadena, California 91101
Attn: Larry Diamond

Re: Termination Notice

Dear Larry,

Pursuant to the Lease Agreement by and between ARE-20/22/1300 Firstfield Quince Orchard, LLC ("Landlord") and MaxCyte, Inc. (Tenant), originally dated June 4, 2004, as amended by the Eighth Amendment, dated September 27, 2019 (as amended the "Lease"), please consider this letter as Tenant's Termination Notice under the Lease. Pursuant to section 2(b) of the Eighth Amendment, the Lease shall terminate at midnight at the end of the 12th month after the date of this Termination Notice.

In accordance with section 2(c) of the Eighth Amendment to the Lease, Tenant will accompany such Termination Notice with payment of the Termination Fee, to be calculated by Landlord as of end of day June 8, 2021.

On behalf of MaxCyte, Inc. I would like to thank you for the years of support as our landlord and hopefully we can work together again.

Sincerely,

Ron Holtz
Chief Accounting Officer

Exhibit 10.16

DEED OF LEASE

This Lease (the "Lease") is made this ____ day of _____, 2021 (the "Effective Date"), between KEY WEST MD OWNER LLC, a Delaware limited liability company ("Landlord"), and MAXCYTE, INC., a Delaware corporation ("Tenant").

WITNESSETH:

For and in consideration of the covenants herein contained and upon the terms and conditions herein set forth, the parties agree as follows:

1. Introductory Provisions.

(a) Fundamental Lease Provisions. Certain Fundamental Lease Provisions are presented in this Section in summary form solely to facilitate convenient reference by the parties hereto:

1.	Demised Premises	Suite No. 400	[See Section 2(a)]
2.	Building	Building located at 9713 Key West Avenue, Rockville, Maryland 20850, which Building contains approximately 128,394 square feet of rentable area, as measured in accordance with the 2017 Standard Method of Measuring Floor Area in Office Buildings as adopted by the Building Owners and Managers Association (ANSI/BOMA Z65.1 – 2017) (the "2017 BOMA Method").	[See Section 2(a)]

3.	Rentable Area of Demised Premises	Approximately 67,326 Square Feet. The Demised Premises consists of (a) approximately 12,957 square feet of rentable area located on the first floor of the Building (the "Phase 1 First Floor Space") and approximately 12,810 square feet of rentable area located on the fourth floor of the Building (the "Phase 1 Fourth Floor Space" (the Phase 1 First Floor Space and the Phase 1 Fourth Floor Space are sometimes hereinafter collectively referred to as the "Phase 1 Premises"), (b) approximately 627 square feet of rentable area located on the first floor of the Building (the "Phase 2 UPS Space"), approximately 13,310 square feet of rentable area located on the second floor of the Building (the "Phase 2 Second Floor Space") and approximately 14,200 square feet of rentable area located on the fourth floor of the Building (the "Phase 2 Fourth Floor Space") (the Phase 2 UPS Space, the Phase 2 Second Floor Space and the Phase 2 Fourth Floor Space are sometimes hereinafter collectively, referred to as the "Phase 2 Premises"), and approximately 13,422 square feet of rentable area located on the second floor of the Building (the "Phase 3 Premises"). The Demised Premises has been measured in accordance with the 2017 BOMA Method.	[See Section 2(a)]
4.	Proportionate Share	52.44% (including the Phase 3 Premises), 41.98% (excluding the Phase 3 Premises) and 20.07% (excluding the Phase 2 Premises and Phase 3 Premises)	[See Section 2(b)]

5.	Lease Term	As to the entirety of the Demised Premises, the Lease Term shall end 13 "Lease Years" (as defined below) and six (6) months after the Phase 1 Commencement Date, except as provided in Section 45 of this Lease with respect to the Phase 3 Premises.	[See Section 3(a)]

6.	Commencement Date	The "Phase 1 Commencement Date" shall be the earlier to occur of (x) the date that is nine (9) months after the date of the execution of this Lease, or (y) the date the Phase 1 Premises Tenant Work is substantially completed, provided that Tenant shall have access to the Phase 1 Premises when and not before all necessary building permits have been issued to begin the Tenant Work for such space. The "Phase 2 UPS Space Commencement Date" shall be the earlier to occur of the date that is two (2) months after the date the Landlord provides Tenant with written notice that the Phase 2 UPS Space is free of all tenancies and other rights of other tenants to take occupancy thereof and is in construction ready condition as required in Section 6(a) of this Lease, or the date the Phase 2 UPS Space Tenant Work is substantially completed. Subject to the provisions of the fourth sentence of Section 3(b) below, the "Phase 2 Fourth Floor Space Commencement Date" shall be the earlier to occur of the date that is four (4) months after the date the Landlord gives Tenant access to the Phase 2 Fourth Floor Space, or the date the Phase 2 Fourth Floor Space Tenant Work is substantially completed. The "Phase 2 Second Floor Space Commencement Date" shall be the earlier to occur of twelve (12) months from the date Landlord provides Tenant with written notice that the Phase 2 Second Floor Space is free of all tenancies and other rights of other tenants to take occupancy thereof provided such notice shall not be earlier than July 1, 2022 (but not later than October 1, 2022) , or the date the Phase 2 Second Floor Space Tenant Work is substantially completed. Notwithstanding anything in this Lease provided to the contrary, no part of the Phase 2 Second Floor Space shall be tendered or delivered to the Tenant before, but not later than, when all necessary permits have been issued to begin Tenant Work for the Phase 2 Second Floor Space. In no event shall the Phase 2 Premises Base Rent, without abatement, except as provided in Section 3(c) of this Lease, begin later than the earlier of substantial completion or July 1, 2023. The anticipated availability dates for the Phase 2 Premises for the: Phase 2 UPS Space is July 1, 2022 Phase 2 Fourth Floor Space is June 1, 2022 Phase 2 Second Floor Space is July 1, 2022. The "Phase 3 Commencement Date" shall be one hundred twenty (120) days after the date Tenant	[See Section 3(a)]

		requests that Landlord fund any portion of the Phase 3 Construction Allowance in accordance with Section 45 below.	
7.	Expiration Date	The date which is thirteen (13) "Lease Years" (as defined below) and six (6) months after the Phase 1 Commencement Date.	[See Section 3(a)]
8.	Rental Agent	Lincoln Property Company 9713 Key West Avenue Suite 110 Rockville, Maryland 20850	[See Section 4]
9.	Base Annual Rent and Base Monthly Rent		

Phase 1 Premises

Period	Base Annual Rent	Base Monthly Rent	Rent Per Square Foot
*Lease Year 1	[redacted]		
Lease Year 2			
Lease Year 3			
Lease Year 4			
Lease Year 5			
Lease Year 6			
Lease Year 7			
Lease Year 8			
Lease Year 9			
Lease Year 10			
Lease Year 11			
Lease Year 12			
Lease Year 13			
1st six months of Lease Year 14			

Period	Base Annual Rent	Base Monthly Rent	Rent Per Square Foot
*Lease Year 1	$792,335.25	$66,027.94	$30.75
Lease Year 2	$812,143.63	$67,678.64	$31.52
Lease Year 3	$832,447.22	$69,370.60	$32.31
Lease Year 4	$853,258.40	$71,104.87	$33.11
Lease Year 5	$874,589.86	$72,882.49	$33.94
Lease Year 6	$896,454.61	$74,704.55	$34.79
Lease Year 7	$918,865.98	$76,572.17	$35.66
Lease Year 8	$941,837.63	$78,486.47	$36.55
Lease Year 9	$965,383.57	$80,448.63	$37.47
Lease Year 10	$989,518.16	$82,459.85	$38.40
Lease Year 11	$1,014,256.11	$84,521.34	$39.36
Lease Year 12	$1,039,612.51	$86,634.38	$40.35
Lease Year 13	$1,065,602.82	$88,800.24	$41.36
1st six months of Lease Year 14	(annualized)$1,092,242.89	$91,020.24	$42.39

Provided Tenant is not in default under the Lease, Landlord agrees to abate the first twelve (12) installments of Base Monthly Rent that are payable under the Lease with respect to the Phase 1 Premises (the "Phase 1 Rent Abatement").

*Lease Year 1 begins on the Phase 1 Commencement Date.

Phase 2 UPS Space

Commencing on the Phase 2 UPS Space Commencement Date, the Phase 2 UPS Space Base Annual Rent shall be equal to the product of 627 multiplied by the then Base Annual Rent payable on a per square foot basis for the Phase 1 Premises as of the Phase 2 UPS Commencement Date and shall be increased on the same dates and the same percentage (two and one-half percent (2.5%)) that the Phase 1 Premises Base Annual Rent gets escalated. Provided Tenant is not in default under the Lease, Landlord agrees to abate the first twelve (12) installments of Base Monthly Rent that are payable under the Lease with respect to the Phase 2 UPS Space (the "Phase 2 UPS Rent Abatement").

Phase 2 Fourth Floor Space

Commencing on the Phase 2 Fourth Floor Commencement Date, the Phase 2 Fourth Floor Space Base Annual Rent shall be equal to the product of 14,200 multiplied by the then Base Annual Rent payable on a per square foot basis for the Phase 1 Premises as of the Phase 2 Fourth Floor Commencement Date, and shall be increased on the same dates and the same percentage (two and one-half percent (2.5%)) that the Phase 1 Premises Base Annual Rent gets escalated. Provided Tenant is not in default under the Lease, Landlord agrees to abate the first twelve (12) installments of Base Monthly Rent that are payable under the Lease with respect to the Phase 2 Fourth Floor Space (the "Phase 2 Fourth Floor Space Rent Abatement").

Phase 2 Second Floor Space

Commencing on the Phase 2 Second Floor Commencement Date, the Phase 2 Second Floor Space Base Annual Rent shall be equal to the product of 13,310 multiplied by the then Base Annual Rent payable on a per square foot basis for the Phase 1 Premises as of the Phase 2 Second Floor Commencement Date, and shall be increased on the same dates and the same percentage (two and one-half percent (2.5%)) that the Phase 1 Premises Base Annual Rent gets escalated.

Phase 3 Premises

Commencing on the Phase 3 Commencement Date, the Phase 3 Base Annual Rent shall be equal to the product of 13,422 multiplied by)twenty-eight dollars and no cents ($28.00), and shall be increased on the same dates and the same percentage (two and one-half percent (2.5%)) that the Phase 1 Premises Base Annual Rent gets escalated. Provided Tenant is not in default under the Lease, Landlord agrees to abate the first eight (8) installments of Base Monthly Rent that are payable under the Lease with respect to the Phase 3 Premises (the "Phase 3 Premises Rent Abatement").

Once each respective "Commencement Date" has been established, upon either party's written request, the parties shall enter into an amendment of the Lease which sets forth a rent chart, as calculated in accordance with the foregoing, for each respective space.

10. Intentionally Deleted

11. Intentionally Deleted

12.	Use of Demised Premises	General office, inventory management, instrument and consumable/disposable manufacturing, and laboratory use consistent with office and lab buildings in Rockville, Maryland and otherwise in accordance with all applicable laws.	[See Section 7]
13.	Security Deposit	[redacted]	[See Section 4(h)]
14.	Intentionally Deleted		
15.	Intentionally Deleted		
16.	Standard Building Operating Hours:	8:00 a.m. to 6:00 p.m. Monday – Friday	[See Section 10(a)]

10.	Intentionally Deleted		
11.	Intentionally Deleted		
12.	Use of Demised Premises	General office, inventory management, instrument and consumable/disposable manufacturing, and laboratory use consistent with office and lab buildings in Rockville, Maryland and otherwise in accordance with all applicable laws.	[See Section 7]
13.	Security Deposit	$276,000.00	[See Section 4(h)]
14.	Intentionally Deleted		
15.	Intentionally Deleted		
16.	Standard Building Operating Hours:	8:00 a.m. to 6:00 p.m. Monday – Friday	[See Section 10(a)]

17.	Building Holidays	New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, Christmas Day	[See Section 10(a)]
18.	Address for Notices to Tenant before Occupancy of Demised Premises	Maxcyte, Inc. 22 Firstfield Road Suite 110 Gaithersburg, MD 20878 Attn: Ron Holtz	[See Section 37]
19.	Address for Notices to Tenant after Occupancy of Demised Premises	At the Demised Premises	[See Section 37]

20.	Address for Notices to Landlord	Key West MD Owner LLC c/o Beckham Gumbin Ventures 4310 Fauquier Avenue PO Box 348 The Plains, Virginia 20198 with a copy to: Shulman, Rogers, Gandal, Pordy & Ecker, P.A. 12505 Park Potomac Avenue, 6th Floor Potomac, Maryland 20854 Attention: Douglas K. Hirsch, Esquire	[See Section 37]
21.	Leasing Brokers	Edge Commercial Real Estate and Cushman & Wakefield	[See Section 38]
22.	Intentionally Deleted		
23.	Name and Address of Tenant's Resident Agent	The Corporation Trust 2405 York Road Suite 201 Lutherville, Maryland 21093-2264	

(b) References and Conflicts. References appearing in Section 1(a) are intended to designate some of the other places in the Lease where additional provisions applicable to the particular Fundamental Lease Provisions appear. These references are for convenience only and shall not be deemed all inclusive. Each reference in this Lease to any of the Fundamental Lease Provisions contained in Section 1(a) shall be construed to incorporate all of the terms provided for under such provisions, and such provisions shall be read in conjunction with all other provisions of this Lease applicable thereto. If there is any conflict between any of the Fundamental Lease Provisions set forth in Section 1(a) and any other provisions of the Lease, the latter shall control.

(c) Exhibits. The following drawings and special provisions are attached hereto as exhibits and hereby made a part of this Lease:

Exhibit "A"Floor Plan of Demised Premises [§2(a)]
Exhibit "B"Rules and Regulations [§8]
Exhibit "C"Certificate of Commencement [§3(b)]
Exhibit "D"Current Base Building Conditions

Exhibit "E"Work Agreement [§6]
Exhibit "F"Letter of Credit
Exhibit "G"Landlord's Scope of Work
Exhibit "H" ROFO Hierarchy
Exhibit "I"Phase 3 Give Back Space

2. Premises.

(a) Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Demised Premises as specified in Section 1(a)(1) located in the Building specified in Section 1(a)(2). The Demised Premises shall consist of approximately the square footage of rentable floor space as specified in Section 1(a)(3) and as shown on floor plan attached hereto as Exhibit "A".

(b) Tenant's Proportionate Share. Tenant's Proportionate Share of certain expenses hereinafter made payable to Landlord as Additional Rent is specified in Section 1(a)(4). Said computation is based upon the ratio of the total

rentable area of the Demised Premises to the rentable area of the Building. The Proportionate Share shall be modified during the Lease Term in the event that the rentable area of the Building is modified.

(c) Project. The Building, the Common Areas and the land upon which the same are located, along with all other buildings and improvements thereon or thereunder, including all parking facilities, are herein collectively referred to as the "Project."

3. Term.

(a) Lease Term. The term of this Lease (sometimes herein called the "Lease Term") shall be the period commencing on the Phase 1 Commencement Date and, subject to sooner termination as herein provided, ending the number of years and months specified in Section 1(a)(5) after the Commencement Date (the "Expiration Date"). The period commencing with the Phase 1 Commencement Date and ending on the last day of the twelfth (12th) full calendar month thereafter shall constitute the first "Lease Year" as such term is used herein. Each successive full twelve (12) month period during the Lease Term shall constitute a "Lease Year".

(b) Inability to Deliver Possession. Tenant shall periodically update Landlord about the status of Tenant obtaining construction permits for the Phase 1 Premises. Approximately thirty (30) days before Tenant obtains such permits, Tenant will provide Landlord with a written notice stating that Tenant anticipates receiving such permits within thirty (30) days. Within five (5) business days after receiving such notice, Landlord shall deliver a notice to the existing occupant of the Phase 1 Premises, which notice shall provide that such occupant must vacate the Phase 1 Premises within thirty (30) days. Within ninety (90) days of the execution of this Lease by Landlord and Tenant, Landlord shall deliver to Tenant a written notice stating that the Phase 2 Fourth Floor Space will be free of all other tenancies or rights of other tenants by not later than twelve (12) months

following the date of the execution of this Lease, but not earlier than five (5) months from the date of execution of this Lease. If Landlord shall be unable to tender possession of the Phase 1 Premises by September 1, 2021 (the "Anticipated Commencement Date"), by reason of: (i) the holding over or retention of possession of any tenant or occupant; (ii) the failure to complete repairs, improvements or decoration of the Phase 1 Premises or of the Building; or (iii) for any other reason, Landlord shall not be subject to any liability for the failure to tender possession on said date. In the case of holding over, Landlord shall have no responsibility for any delay in tendering possession of the Phase 1 Premises. Under any of the aforesaid circumstances, the rent covenanted to be paid herein shall not commence and the Phase 1 Premises Commencement Date shall be postponed on a day for day basis until possession of the Phase 1 Premises is tendered to Tenant; provided, however, that the Phase 1 Premises Commencement Date shall not be postponed by (i) any delays occasioned by Tenant's failure to perform any of its obligations with respect to the construction of the Phase 1 Premises within the timeframes for such performance set forth in Exhibit "E", or (ii) any delays in construction caused by and contractors retained by Tenant, or (iii) any delays in construction resulting from delays in the delivery or installation of improvements specified in Tenant's Space Plan which are not Building standard. No such failure to give possession on the date set forth in Section 1(a)(6) shall in any other respect affect the validity of this Lease or the obligations of Tenant hereunder, nor shall the same be construed to modify the Lease Term, which in all events shall be the number of years and months set forth in Section 1(a)(5); provided, however, that if Landlord shall not have tendered possession of the Phase 1 Premises to Tenant within six (6) months after the Anticipated Commencement Date, then Tenant may terminate this Lease by written notice given to Landlord within twenty (20) days after the expiration of such six (6) month period. In such event, Landlord shall refund any security deposit and advance rental payment theretofore paid by Tenant, and the parties shall thereupon be relieved of any and all liability hereunder. Tenant right of access prior to the Phase 1 Premises Commencement Date shall be under all the terms, covenants, conditions and provisions of this Lease, except the obligation to pay rent. Within fifteen (15) days after (x) the Phase 1 Premises Commencement Date, Landlord and Tenant shall execute a Certificate of Commencement in the form of Exhibit "C", and (y) each applicable commencement date with respect to a phase of the Demised Premises, Landlord and Tenant shall execute a Certificate of Commencement in the form of Exhibit

"C". Tenant's failure to execute and deliver any Certificate of Commencement shall not affect the applicable Commencement Date, or the Expiration Date.

(c) If any of the anticipated availability dates for the respective Phase 2 Spaces are delayed beyond three (3) months past the respective anticipated Phase 2 Space availability dates, other than by reason of any act or failure to act by Tenant, Tenant shall receive one (1) additional day of Abated Base Monthly Rent for each day past three months for such portion of the Phase 2 Space as to which the respective Phase 2 Space availability date has been so delayed.

(d) Rule Against Perpetuities. In the event that the Lease Term has not commenced within three (3) years after the date specified as the Phase 1 Commencement Date, then this Lease shall automatically terminate at the expiration of such three (3) year period, whereupon the parties shall thereupon be relieved of any and all further liability hereunder.

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4. Rent.

(a) Base Annual Rent. The Base Annual Rent reserved hereunder shall be as specified in Section 1(a)(9) which shall be payable by Tenant to the Landlord during each Lease Year of the Lease Term in equal monthly installments of Base Monthly Rent each as specified in Section 1(a)(9). Tenant shall pay the first monthly installment of Base Annual Rent upon execution of this Lease, which payment shall be applied to the first monthly installment of (Phase 1) Base Annual Rent that is payable hereunder. Tenant shall thereafter pay the remaining monthly installments of Base Annual Rent in advance, without notice or demand, and without set-off, deduction or abatement of any kind, on or before the first day of each and every calendar month throughout the remaining term of the Lease, at the office of the Rental Agent specified in Section 1(a)(8), or to such other person or at such other address as Landlord may designate by written notice to Tenant from time to time.

(b) Intentionally Deleted.

(c) Additional Rent.

(i)General. Whenever it is provided by the terms of this Lease that Tenant is required to make any payment to Landlord other than of Base Annual Rent, such payment shall be deemed to be additional rent ("Additional Rent"). Unless otherwise expressly specified herein, Additional Rent shall be paid by Tenant upon Tenant's receipt from Landlord of a statement showing the amount owed. Additional Rent shall include, but not be limited to:

(ii)Operating Expenses. Commencing on the Phase 1 Commencement Date and continuing throughout the Lease Term, Tenant agrees to pay to Landlord, as Additional Rent, Tenant's Proportionate Share (with respect to the Phase 1 Premises), as set forth in Section 1(a)(4), of operating expenses. Tenant's obligation to commence paying Tenant's Proportionate Share of operating expenses with respect to each subsequent phase of the Demised Premises shall commence on the applicable commencement date for each such phase, which commencement dates are more particularly described in Section 1(a) 6 above. The term "operating expenses" shall mean any and all expenses incurred by Landlord in connection with owning, managing, operating, maintaining, servicing, insuring and repairing the Building, including but not limited to: (1) wages and salaries of all employees engaged in the management, operation or maintenance of the Building, including taxes, insurance and benefits relating hereto; (2) all supplies, materials, equipment and tools used in the operation or maintenance of the Building; (3) cost of all maintenance and service agreements for the Building and the equipment therein, including but not limited to controlled access and energy management services, window cleaning and elevator maintenance; (4) cost of all insurance relating to the Building, including the cost of casualty, liability and rent loss insurance applicable to the Building and Landlord's personal property used in connection therewith; (5) general and special repairs and maintenance; (6) management fees (not to exceed 3% of the gross revenues of the Building); (7) legal, accounting, auditing and other professional fees; (8) the cost of any additional services not provided to the Building at the Commencement Date of the Lease Term, but thereafter provided by Landlord in the prudent management of the Building; (9) intentionally deleted; (10) costs for

char service and cleaning supplies; (11) costs for utility services such as electricity, gas, water and sewage, including the cost of heating and cooling the Building; (12) the cost of any capital improvements or alterations made to the Building after the Commencement Date, that reduce other operating expenses, or which are required under any governmental law or regulation that was not applicable to the Building at the time it was constructed, such cost to be amortized over such reasonable period as Landlord shall determine, together with interest on the unamortized balance at the rate paid by Landlord on funds borrowed for the purposes of constructing said capital improvements (or, in the event that Landlord elects not to borrow funds to construct such capital improvements, at the rate that Landlord would have paid had it borrowed funds for the purpose of constructing said improvements); (13) transportation district fees, parking district fees, and the cost of other amenities required by law; (14) cost of onsite Building management office expenses and directly allocable offsite management expenses, including telephone, rent, stationery and supplies; (15) costs of all elevator and escalator (if installed in the Building) maintenance and operation; (16) cost of providing security; (17) cost of providing garbage and snow removal and pest control; (18) cost of decoration of common areas; (19) cost of landscaping; (20) cost of maintenance and operation of the parking area; (21) costs and fees charged and/or assessed in connection with any business improvement district that is applicable to the Building; (22) the cost of operating, replacing, modifying and/or adding improvements or equipment mandated by any law, statute, regulation or directive of any governmental agency and any repairs or removals necessitated thereby (including, but not limited to, the cost of complying with the Americans With Disabilities Act and regulations of the Occupational Safety and Health Administration) not otherwise required due to requirements relating specifically to any other tenant of the Building; (23) payments made by Landlord under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the payment or sharing of costs among property owners; (24) any business property taxes or personal property taxes imposed upon the fixtures, machinery, equipment, furniture and personal property used in connection with the operation of the Building; (25) the cost of all business licenses, including Business Professional and Occupational License Taxes and Business Improvements Districts Taxes, any gross receipt taxes based on rental income or other payments received by Landlord, commercial rental taxes or any similar taxes or fees; (26) transportation taxes, fees or assessments, including but not limited to, mass transportation fees, metrorail fees, trip fees, regional and transportation district fees; (27) all costs and expenses associated with or related to the implementation by Landlord of any transportation demand management program or similar program; (28) fees assessed by any air quality management district or other governmental or quasi-governmental entity regulating pollution; (29) the cost of any other service provided by Landlord or any cost that is elsewhere stated in this Lease to be an "operating expense"; (30) operating expenses incurred in connection with the Project to the extent that they are attributable to the Building; (31) a reasonable rental rate and all other costs for the operation and maintenance of a fitness facility; and (32) a reasonable rental rate and all other costs for the operation and maintenance of a conference facility. Real Property Taxes (as defined in Section 5 hereof) shall be paid in accordance with Section 5 below and shall not be included in operating expenses. Landlord shall have the right but not the obligation, from time to time, to equitably allocate some or all of the operating expenses among different tenants of the Project or among the different buildings which comprise the Project (the "Cost Pools"), which buildings contain approximately 287,603 total square feet. As of the date hereof, the operating expenses for the Project are allocated as follows: (i) 44.64% to the building located at 9713 Key West Avenue (128,394 square feet); (ii) 28.91% to the building located at

9715 Key West Avenue (83,142 square feet); (iii) 26.33% to the building located at 9717 Key West Avenue (75,719 square feet); and (iv) .12% to the café (347 square feet). Landlord shall have the right, from time to time, to change the forgoing allocations, provided in no event shall any such changed allocation change the initial allocations to any building by more than two percent (2%). Such Cost Pools may include, but shall not be limited to, the office space tenants of the Project and the retail space tenants of the Project. Notwithstanding anything in this Lease to the contrary, the preceding list is for

definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. "Operating expenses" shall not include any of the following, except to the extent that such costs and expenses are included in operating expenses as described above: costs of painting or decorating tenant space; leasing brokerage commissions; interest and amortization of mortgages; ground rent; the costs of special services or utilities separately charged to individual tenants of the Building, income taxes incurred by Landlord with respect to the Building or the Project, depreciation and amortization of the Building, costs and fines incurred because Landlord or another tenant violated any law or other legal requirements or failed to timely pay a bill, any item for which the Landlord is reimbursed by insurance, fees with respect to any loan on the Building, costs of enforcing leases against tenants of the Building, any bad debt loss, rent loss or reserves for same. Notwithstanding any other provision herein to the contrary, it is agreed that in the event the Building is not fully occupied during any calendar year, an adjustment shall be made in computing the operating expenses for such year so that the operating expenses shall be computed for such year as though the Building had been ninety-five (95%) percent occupied during such year. In the event that specific tenants are billed directly for certain charges normally covered under operating expenses, Tenant's pro rata share will be appropriately adjusted.

(iii)Landlord's Enforcement Costs. Additional Rent shall include any and all expenses incurred by Landlord, including reasonable attorneys' fees, for the collection of monies due from Tenant and the enforcement of Tenant's obligations under the provisions of this Lease. When Landlord, at Tenant's expense, performs an obligation of Tenant pursuant to the terms of this Lease, the costs and expenses (including reasonable overhead in an amount equal to 5% of the costs and expenses so incurred by Landlord) incurred by Landlord in performance of such obligations shall be Additional Rent.

(d) Additional Rent Estimates and Adjustments.

(i)In order to provide for current monthly payments of Additional Rent, Landlord shall submit to Tenant prior to January 1st of each year a written statement of Landlord's estimate of the amount of operating expenses, together with the estimated amount of Tenant's Additional Rent. Commencing on the Commencement Date sand continuing throughout the Lease Term, Tenant shall pay each month one-twelfth (1/12th) of Tenant's Proportionate Share of Landlord's estimate of the operating expenses. Landlord may revise its estimate of operating expenses at any time during a calendar year by written notice to Tenant, setting forth such revised estimate and Tenant's Proportionate Share of the estimated operating expenses. In such event, all monthly payments made by Tenant after such notice shall be in an amount calculated on the basis of such revised estimate.

(ii)If payment of Additional Rent begins on a date other than January 1st under this Lease, in order to provide for current payments of Additional Rent through December 31st of that partial calendar year, Landlord shall submit to Tenant a statement of Landlord's estimate of Tenant's Additional Rent for that partial year, stated in monthly increments. Tenant shall make the monthly incremental payments of estimated Additional Rent, together with its installments of operating expenses.

(iii)Within six (6) months after the end of each calendar year, Landlord will submit to Tenant a statement of the actual operating expenses for the preceding calendar year. Tenant shall pay Landlord, within thirty (30) days of Tenant's receipt of such statement, Tenant's Proportionate Share of the excess, if any, of actual operating expenses over the projected operating expenses. If the amount paid by Tenant during the previous year exceeded Tenant's share of actual operating expenses for the year, the excess shall be credited toward payment of the next installment of operating expenses to be paid by Tenant after Tenant receives said statement from Landlord. If the amount paid by Tenant during the last calendar year of the Lease Term exceeds Tenant's share of actual operating expenses for such year, Landlord shall pay Tenant the excess amount within thirty (30) days after Landlord's submission to Tenant of the aforesaid operating expense statement for such calendar year.

(iv)Within thirty (30) days after receipt of Landlord's statement showing actual figures for the year, Tenant shall have the right to request a statement of operating expenses of the Building and copies of real estate tax bills, which shall be supplied to Tenant within a reasonable time after Tenant's written request. No such request shall extend the time

for payments as set forth in Section 4(c) or Section 4(d)(iii) above. Unless Tenant asserts specific error(s) and supports such errors, in writing, within thirty (30) days after Landlord has complied with Tenant's request, Tenant shall waive the right to contest the statement of actual figures for the year submitted by Landlord. If Tenant timely asserts specific error(s) and supports such errors, in writing, and it shall be determined that there is an error in Landlord's statement, Tenant shall be entitled to a credit for any overpayment.

(e) Taxes on Tenant's Property. Tenant shall be liable for, and shall pay at least ten (10) days before delinquency, all taxes levied against any personal property or trade fixtures placed by Tenant in or about the Demised Premises. If any such taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed value of the Demised Premises is increased by the inclusion therein of a value placed upon such personal property or trade fixtures of Tenant, and if Landlord, after written notice to Tenant, pays the taxes based upon such increased assessments (which Landlord shall have the right to do regardless of the validity thereof, but under protest if requested by Tenant), Tenant shall upon demand repay to Landlord a sum equal to the taxes levied against Landlord or the portion of such taxes resulting from such increase in the assessment; provided that, in any such event, Tenant shall have the right, at Tenant's sole cost and expense, to bring suit to recover the amount of any such taxes so paid under protest, and any amount so recovered shall belong to Tenant.

(f) Payment of Rent. Any rent payable for a portion of a month shall be prorated based upon a thirty (30)-day calendar month.

Any Base Annual Rent or Additional Rent which is not paid within five (5) days after the same is due shall bear interest at twelve percent ()(12)% per annum or the highest legal rate, whichever is lower, from the due date until the date received by Landlord. No payment by Tenant or receipt by Landlord of lesser amounts of rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. In addition, in the event Base Annual Rent or Additional Rent is not paid within five (5) days of its due date, Landlord, at its sole option, may assess a late charge equal to five percent ()(5)% of the Base Monthly Rent or Additional Rent, as applicable, as liquidated damages for the additional administrative charges incurred by Landlord as a result of such late payment. Despite the foregoing, Landlord shall waive such interest and late charge on the first (1st) occasion during any twelve (12) month period in which Tenant does not timely pay Base Annual Rent or Additional Rent, provided that Tenant pays such installment of Base Annual Rent or Additional Rent to Landlord within five (5) days after the date Tenant receives notice that such amount is past due. If Landlord receives from Tenant two or more returned or "bounced" checks in any twelve (12) month period, Landlord may require all future rent by cashier's or certified check.

(g) Survival of Rent Obligation. The obligation of Tenant with respect to the payment of Additional Rent shall survive the termination of this Lease or assignment thereof.

(h) Security Deposit.

(i)Tenant has deposited with Landlord simultaneously with the execution of this Lease, the Security Deposit to secure the prompt performance of Tenant's obligations hereunder. The Security Deposit may be commingled with Landlord's general funds, if permitted by law. Landlord shall have the right, but shall not be obligated, to apply all or any portion of the Security Deposit to cure any Event of Default, in which event Tenant shall be obligated to deposit with Landlord the amount necessary to restore the Security Deposit to its original amount within five (5) days after written notice from Landlord. To the extent not forfeited or otherwise used as provided herein, and provided the Demised Premises are vacated in good condition, as described in Section 16 of this Lease, the Security Deposit shall be returned, without interest, to Tenant within thirty (30) days after the termination of this Lease. Landlord shall deliver the Security Deposit to the purchaser or any assignee of Landlord's interest in the Demised Premises or the Building, whereupon Landlord shall be discharged from any further liability with respect to the Security Deposit. This provision shall apply also to any and all subsequent transferors of the Landlord's interest in this Lease. If the Tenant fails to take possession of the Demised

Premises as required by this Lease, the Security Deposit shall not be deemed liquidated damages and Landlord's use of the Security Deposit pursuant to this Section 4 shall not preclude Landlord from recovering from Tenant all additional damages incurred by Landlord as provided in this Lease.

(ii)At Tenant's election, in lieu of the Security Deposit in the amount stipulated in Section 1(a)(13) above, Tenant at any time simultaneously with, or

following the execution of this Lease, may deliver to Landlord an irrevocable letter of credit payable in Maryland running in favor of Landlord issued by a federally insured bank, in the amount stipulated in Section 1(a)(13). The letter of credit shall be irrevocable for the term thereof and shall provide that it is automatically renewable for a period ending not earlier than thirty (30) days after the expiration of the Lease Term without any action whatsoever on the part of Landlord; provided that the issuing bank shall have the right not to renew said letter of credit on written notice to Landlord not less than thirty (30) days prior to the expiration of the then current term thereof (it being understood, however, that the privilege of the issuing bank not to renew said letter of credit shall not, in any event, diminish the obligation of Tenant to maintain such irrevocable letter of credit with Landlord through the date which is thirty (30) days after the expiration of the term thereby demised). Each letter of credit shall be issued by a commercial bank that has a credit rating with respect to certificates of deposit, short term deposits or commercial paper rated at least P-2 (or equivalent) by Moody's Investor Services, Inc., or rated at least A-2 (or equivalent) by Standard & Poor's Corporation, and shall be otherwise acceptable to Landlord in its reasonable discretion. If the issuer's credit rating is reduced below P-2 (or equivalent) by Moody's Investors Services, Inc. or below A-2 (or equivalent) by Standard & Poor's Corporation, or if the financial condition of such issuer changes in any other materially adverse way, then Landlord shall have the right to require that Tenant obtain from a different issuer a substitute letter of credit that complies in all respects with the requirements of this Section, and Tenant's failure to obtain such substitute letter of credit within ten (10) business days following Landlord's written demand therefor (with no other notice or cure or grace period being applicable thereto, notwithstanding anything in this Lease to the contrary) shall entitle Landlord to immediately draw upon the then existing letter of credit in whole or in part, without notice to Tenant and hold the proceeds thereof as a cash security deposit, which shall be held and applied by Landlord in accordance with the terms of the Lease. In the event the issuer of any letter of credit held by Landlord is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation, or any successor or similar entity, then, effective as of the date such receivership or conservatorship occurs, said letter of credit shall be deemed to not meet the requirements of this Section, and, within ten (10) business days thereof, Tenant shall replace such letter of credit with other collateral acceptable to Landlord in its sole and absolute discretion, and Tenant's failure to do so shall, notwithstanding anything in this Lease to the contrary, constitute an Event of Default for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid ten (10) business day period. Any failure or refusal of the issuer to honor the letter of credit shall be at Tenant's sole risk and shall not relieve Tenant of its obligations hereunder with respect to the Security Deposit.

(A)The form and terms of the letter of credit shall be substantially in the form attached to this Lease as Exhibit "F", and made a part hereof and shall provide, among other things, that:

(1) Landlord, or its then managing agent, shall have the right to draw down an amount up to the face amount of the letter of credit upon the presentation to the issuing bank of Landlord's (or Landlord's then managing agent's) statement that such amount is due to Landlord under the terms and conditions of this Lease, it being understood that if Landlord or its managing agent be a corporation, partnership or other entity, then such statement shall be signed by an officer (if a corporation), a general partner (if a partnership), or any authorized party (if another entity);

(2) The letter of credit will be honored by the issuing bank without inquiry as to the accuracy thereof and regardless of whether Tenant disputes the content of such statement;

(3) In the event of a transfer of Landlord's interest in the Building of which the Demised Premises are a part, Landlord shall transfer the letter of credit to the transferee and thereupon the Landlord shall, without any further agreement between the parties, be released by Tenant from all liability therefor, and it is agreed that the provisions hereof shall apply to every transfer or assignment of said letter of credit to a new Landlord.

(B)If, as a result of any such application of all or any part of such security, the amount secured by the letter of credit shall be less than the amount stipulated in Section 1(a)(13), Tenant shall forthwith provide Landlord with cash or additional letter(s) of credit in an amount equal to the deficiency. Tenant further covenants that it will not assign or encumber said letter of credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Without limiting the generality of the foregoing, if the letter of credit expires earlier than thirty (30) days after the expiration of the term of this Lease, or the issuing bank notifies Landlord that it shall not renew the letter of credit, Landlord will accept a renewal thereof or substitute letter of credit (such renewal or substitute letter of credit to be in effect not later than thirty (30) days prior to the expiration of the expiring letter of credit), which is irrevocable and automatically renewable as above provided until thirty (30) days after the end of the Lease Term, upon the same terms as the expiring letter of credit or such other terms as may be acceptable to Landlord in its reasonable discretion. However, (i) if the letter of credit is not timely renewed or a substitute letter of credit is not timely received, (ii) or if Tenant fails to maintain the letter of credit in the amount and upon the terms set forth in this Section 4, Tenant, at least thirty (30) days prior to the expiration of the letter of credit, or immediately upon its failure to comply with each and every term of this Section, must deposit with Landlord cash security in the amount stipulated in Section 1(a)(13), failing which Landlord may present such letter of credit to the bank, in accordance with the terms of this Section, and the entire sum secured thereby shall be paid to Landlord, to be held and applied by Landlord as provided in this Section.

5. Real and Personal Property Taxes.

(a)Payment of Taxes. Commencing on the Phase 1 Commencement Date and continuing throughout the balance of the Lease term Tenant shall pay to Landlord during the Term hereof, in addition to Base Annual Rent and Tenant's Share of operating expenses, Tenant's Proportionate Share (with respect to the Phase 1 Premises) of the "Real Property Taxes" (as defined in Section 5(b) below) for each year. Tenant's obligation to commence paying Tenant's Proportionate Share of Real Property Taxes with respect to each subsequent phase of the Demised Premises shall commence on the applicable commencement date for each such phase, which commencement dates are more particularly described in Section 1(a) 6 above. Tenant's Proportionate Share of Real Property Taxes shall be payable by Tenant at the

same time, in the same manner and under the same terms and conditions as Tenant pays Tenant's Proportionate Share of operating expenses as provided in Section 4 of this Lease.

(b)Definition of "Real Property Tax." The term "Real Property Tax" shall mean all taxes and assessments, general and special, ordinary and extraordinary, foreseen and unforeseen, now or hereafter assessed, levied or imposed upon the Building, and the land on which it is built, including, without limitation, vault fees and charges, arena taxes, front foot benefit charges and adequate public facility costs and assessments, together with (i) any tax, assessment, or other imposition in the nature of a real estate tax, (ii) any ad valorem tax on rent or any tax on income if imposed in lieu of or in addition to real estate taxes and assessments, and (iii) any taxes and assessments which may hereafter be substituted for real estate taxes, including by way of illustration only, any tax, assessment or other imposition (whether a business rental or other tax) now or hereafter levied for Tenant's use or occupancy of or conduct of business at the Demised Premises, on Tenant's improvements to or furniture, fixtures or equipment in the Demised Premises, or imposed upon the rent payments. In the event that Landlord elects to contest Real Property Taxes, then reasonable expenses incurred by Landlord in obtaining or

attempting to obtain a reduction of any Real Property Taxes shall be added to and included in Real Property Taxes. For the avoidance of doubt, Federal, State and local taxes on the income of the Landlord shall not constitute Real Property Taxes.

(c)Reassessments. From time to time Landlord may challenge the assessed value of the Project as determined by applicable taxing authorities and/or Landlord may attempt to cause the Real Property Taxes to be reduced on other grounds. If Landlord is successful in causing the Real Property Taxes to be reduced or in obtaining a refund, rebate, credit or similar benefit (hereinafter collectively referred to as a "reduction"), Landlord shall credit the reduction(s) to Real Property Taxes for the calendar year to which a reduction applies and to recalculate the Real Property Taxes owed by Tenant for years after the year in which the reduction applies based on the reduced Real Property Taxes. All reasonable costs incurred by Landlord in attempting to obtain or obtaining the Real Property Tax reductions shall be considered an operating expense and Such reduction shall be applied in the year in which the reduction is received by Landlord. In addition, all accounting and related costs incurred by Landlord in calculating new Base Years for tenants and in making all other adjustments shall be an operating expense.

6. As-Is.

(a) Except for the "Landlord's Work" (as defined below) and the "UPS Room Improvements" (as defined below), Tenant is leasing the Demised Premises in its as-is condition. Tenant shall cause the Tenant's Work to be performed in accordance with the provisions of Exhibit E of this Lease. Landlord, at Landlord's expense, shall (i) cause to be completed the work which is described on Exhibit G (the "Landlord's Work"), which is attached to and made a part hereof, and (ii) provide that the portion of the Demised Premises that is designated on the first floor of the building as the "UPS Room" and that portion of the second floor of the Demised Premises as the "Data Room" is in construction ready condition, including demolishing, removing and clearing all equipment on the first floor of the UPS Room and removing all of the raised floor and equipment

on the Data Room on the second (2nd) floor (collectively, the "UPS and Data Room Improvements").

(b)Permits. Landlord shall be responsible for obtaining all permits for Landlord's Work and Tenant shall be responsible for obtaining all permits or licenses necessary for Tenant's Work and for its lawful occupancy of the Demised Premises. This requirement shall not relieve Tenant of its liability for Base Annual Rent from the Commencement Date in the event all of said permits have not been acquired prior thereto.

7. Use of Demised Premises.

(a) Use. Tenant shall use and occupy the Demised Premises for the purposes specified in Section 1(a)(12) and for no other purpose whatsoever. Tenant shall not use or permit the Demised Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant use or permit any party to use any portion of the Demised Premises for any of the following purposes: (i) classroom; (ii) data center; (iii) call center; (iv) sales order center; or (v) conference facility.

(b) Compliance. Tenant shall, at Tenant's sole expense, (i) comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Demised Premises, (ii) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Tenant's occupancy or use of the Demised Premises or from conditions which have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations hereunder or by or through other fault of Tenant; (iii) comply with all insurance requirements applicable to the Demised Premises; and (iv) cause the Demised Premises to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. 12101 et seq., as amended from time to time (the "ADA") and all rules and regulations promulgated to further the purpose of the ADA. If Tenant receives notice of any such directive, order, citation or of any violation of any law, order, ordinance, regulation or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice. In furtherance of the foregoing, and

provided Tenant shall first have obtained Landlord's prior written consent in accordance with the provisions of Section 12 of the Lease (which Tenant agrees to promptly request), Tenant shall, at Tenant's sole cost and expense, make such changes, alterations, renovations or modifications to the Demised Premises in accordance with the provisions of Section 12 of the Lease (except for structural repairs) which are necessitated or required by any such law, ordinance, rule, regulation, directive or insurance requirement.

(i)Legal. Tenant shall not use or permit the Demised Premises or any part thereof to be used in violation of any present or future applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Building or the Demised Premises, and shall immediately discontinue any use of the Demised Premises which is declared by any governmental authority having jurisdiction to be in violation of law or said

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certificate of occupancy. Tenant will not use or permit the Demised Premises to be used for any purposes that interfere with the use and enjoyment of the Building by Landlord or the other tenants, or which violate the requirements of any insurance company insuring the Building or its contents, or which, in Landlord's sole discretion, impair the reputation of the Building. Tenant shall refrain from and discontinue such use immediately upon receipt of written notice from Landlord.

(ii)Fire and Safety. Tenant shall not do, or permit anything to be done in the Demised Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or invalidate or conflict with fire insurance policies on the Building, fixtures or on property kept therein. Tenant agrees that any increases of fire insurance premiums on the Building or contents caused by the occupancy of Tenant and any expense or cost incurred in consequence of negligence or the willful action of Tenant, Tenant's employees, agents, servants, invitees, or licensees shall be deemed Additional Rent and paid as accrued.

(c) Environmental Protection.

(i)Except for items which are customarily used in laboratory spaces located in laboratory office buildings located in Rockville, Maryland, which items shall be used, stored and disposed of by Tenant in accordance with all "Environmental Laws" (as defined below) Tenant and Tenant's employees, contractors and agents shall not dispose of or generate, manufacture, store, treat or use any oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance including, without limitation, asbestos (hereinafter collectively referred to as "hazardous waste"), as those terms are used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, or in any other federal, state or local law governing hazardous substances (hereinafter collectively referred to as the "Act"), as such laws may be amended from time to time at, upon, under or within the Demised Premises or the Building or the land on which it is built, or into the plumbing or sewer or water system servicing the Demised Premises or the Building, nor shall Tenant, its employees, contractors or agents cause or permit the discharge, spillage, uncontrolled loss, seepage or filtration of any hazardous waste at, upon, under or within the Demised Premises or the Building or the land or into the plumbing or sewer or water system servicing the same. Tenant shall comply in all respects with the requirements of the Act and related regulations, and shall notify Landlord immediately in the event of its discovery of any hazardous waste at, upon, under or within the Demised Premises or the Building or the land, or of any notice by a governmental authority or private party alleging that a disposal of hazardous waste on or near the Demised Premises may have occurred. Subject to appropriate confidentiality/non-disclosure agreements, Tenant further agrees to provide Landlord full and complete access to any documents or information in Tenant's possession or control relevant to the question of the generation, treatment, storage or disposal of hazardous waste on or near the Demised Premises. To the best of Landlord's knowledge, without investigation or inquiry, the Building does not contain hazardous waste in violation of the Act.

(ii) Landlord acknowledges that it is not the intent of this Section 7(c) to prohibit Tenant from using the Demised Premises for the use set forth in Section 1(a)12 above. Tenant may operate its business according to prudent industry practices so long as the use or

presence of hazardous waste is strictly and properly monitored according to all Environmental Laws. As a material inducement to Landlord to allow Tenant to use hazardous waste in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of hazardous waste to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Demised Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such hazardous waste on or from the Demised Premises ("Hazardous Waste List"). Tenant shall deliver to Landlord an updated Hazardous Waste List at least once a year and shall also deliver an updated list before any new hazardous waste is brought onto, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Demised Premises. Tenant shall deliver to Landlord true and correct copies of the following documents (the "Haz Mat Documents") relating to the use, storage, handling, treatment, generation, release or disposal of hazardous waste prior to the Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a governmental authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Environmental Laws; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said installation of tanks shall only be permitted after Landlord has given Tenant its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion); all closure plans or any other documents required by any and all federal, state and local governmental authorities for any storage tanks installed in, on or under the Project by or on behalf of Tenant for the closure of any such tanks.

(iii)Tenant hereby represents and warrants to Landlord that (i) neither Tenant nor any of its legal predecessors has been required by any prior landlord, lender or governmental authority at any time to take remedial action in connection with hazardous waste contaminating a property which contamination was permitted by Tenant of such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any governmental authority in connection with the use, storage, handling, treatment, generation, release or disposal of hazardous waste (including, without limitation, any order related to the failure to make a required reporting to any governmental authority). If Landlord determines that this representation and warranty was not true as of the date of this lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(iv)From time to time, upon reasonable prior notice to Tenant, prior to the expiration or earlier termination of the Term, Landlord shall have the right to conduct appropriate tests of the Demised Premises and the Project to determine if contamination has occurred as a result of Tenant's use of the Demised Premises. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such information concerning the use of hazardous waste in or about the Demised Premises by Tenant or any Tenant Party. If contamination has occurred for which Tenant is liable under this Section 7(c), Tenant shall pay all costs to conduct such tests. Landlord shall provide Tenant with a copy of all third party, non confidential reports and tests of the Demised Premises made by or on behalf of Landlord during the Term without representation or warranty and subject to a confidentiality agreement. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions identified by such testing in accordance with all Environmental Laws. Landlord's

receipt of or satisfaction with any environmental assessment in no way waives any rights which Landlord may have against Tenant.

(d) Indemnification. Tenant shall indemnify Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including, without limitation, remediation and clean-up costs, reasonable attorneys' fees, arising out of any violation of or default in the covenants of this Section 7. The provisions of Sections 7(b) and (c) and this Section 7(d) shall survive the expiration of the Lease Term.

(e) Moving and Deliveries. No freight, furniture or other bulky matter of any description shall be received into the Building or carried in the elevators, except at times and by routes authorized by Landlord. Tenant shall endeavor to

give Landlord as much advance notice as is reasonably possible by either telephonic or email notice prior to moving any freight, furniture or other bulky material into or out of the Building. To the extent Tenant desires to use the loading dock that is located between the buildings situated at 9715 Key West Avenue and 9717 Key West Avenue, Tenant shall provide Landlord with at least twenty four (24) business hours prior notice. All moving of furniture, material and equipment shall be under the direct supervision of Landlord, who shall, however, not be responsible for any damage to or charges for moving same. Tenant shall promptly remove from the public areas within or adjacent to the Building any of Tenant's property delivered or deposited there, and shall be responsible for any damage to the Building or the Demised Premises caused by its moving and deliveries.

(f) Excessive Floor Load. The current base Building conditions are attached to and made a part of this Lease as Exhibit D. Landlord shall have the right to prescribe the weight and method of installation and position of safes or other heavy fixtures or equipment. Tenant will not, without Landlord's prior written approval, install in the Demised Premises any fixtures, equipment or machinery that will place a load upon the floor exceeding the designed floor load capacity. Tenant shall be liable for all damage done to the Building by installing or removing a safe or any other article of Tenant's office equipment, or machinery or fixtures or other personal property or due to its being in the Demised Premises. Landlord shall repair any such damage at Tenant's expense, and Tenant shall pay the reasonable cost therefor to Landlord upon demand, as Additional Rent.

(g) Medical Waste. Tenant shall be responsible, at its sole cost and expense, for the safe and complete disposal of all "Medical Waste" (hereinafter defined). As used herein, the term "Medical Waste" shall mean all items, instruments or things which are utilized by Tenant, its agents or employees, in connection with the use permitted under this Lease, including, but not limited to the following items (if applicable): needles, syringes, bandages, medical instruments (including scalpel blades), blood or blood products, body parts and tissues, discarded cultures, specimens, vaccines, containers and receptacles that are soiled with bodily tissues or fluids and swabs, etc., as well as any and all potentially, possibly or actually contaminated, hazardous, diseased, infected or infectious material, substance or thing utilized or brought upon the Demised Premises by Tenant or its employees, agents, customers, subtenants, assignees, contractors or subcontractors. All such disposal shall

comply fully with all applicable laws, including without limitation, 42 U.S.C. 6992 (1988) and any regulations promulgated thereunder as the same may be amended from time to time (collectively, "Medical Waste Laws"). Tenant shall be solely responsible for disposing of all Medical Waste so as to protect waste handlers and the public from exposure. Under no condition shall Tenant store Medical Waste in the corridors or other common areas of the Building or deposit any Medical Waste in trash receptacles serviced by any char service provided by Landlord or in any dumpster servicing the Building. Tenant shall store such items, whether for pick up, delivery or disposal, in a location designated by Landlord. Tenant agrees not to commercially dispense for sale drugs, prescriptions or pharmaceutical items in the Demised Premises without obtaining the written consent of Landlord. Tenant hereby agrees to indemnify, defend and save Landlord and its agents harmless from and against all liability, loss, damage, cost or expense, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever as the result of any injury to any individual or entity occasioned by contact with or exposure to any infectious, infected, hazardous or contaminated material, substance or thing utilized, applied, removed or received by Tenant, its agents or employees. Tenant for itself and for each individual conducting research within the Demised Premises agrees not to allow the Demised Premises to be used for the performance of abortions, euthanasia, direct surgical sterilizations, or research requiring the use of animals.

8. Rules and Regulations. Tenant covenants on behalf of itself, its employees, agents, contractors, licensees and invitees to comply with the rules and regulations set forth in Exhibit "B", which is attached hereto and made a part hereof (the "Rules and Regulations"). Landlord shall have the right, in its sole discretion, to make reasonable additions and amendments to the Rules and Regulations from time to time and Tenant covenants that Tenant, its employees, agents, contractors, licensees and invitees will comply with additions and amendments to the Rules and Regulations upon Landlord's provision to Tenant of a written copy of the same. Landlord agrees to use commercially reasonable efforts to not enforce the Rules and Regulations against Tenant in a manner which unfairly discriminates against Tenant. Any default

by Tenant, or any other party set forth above, of any of the provisions of the Rules and Regulations as set forth on Exhibit "B" or as amended, from time to time, which default remains uncured beyond the expiration of any applicable notice and cure period, shall be considered to be a default under the terms of this Lease. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations, or any amendments or additions thereto, against any other tenant, and Landlord shall have no liability to Tenant or any other party for violations of the Rules and Regulations by any party whatsoever. Landlord shall use commercially reasonable efforts to not enforce the Rules and Regulations against Tenant in a manner that unreasonably discriminates against Tenant. If there is any inconsistency between this Lease and the Rules and Regulations, the Lease shall govern.

9. Subletting and Assignment.

(a) Consent. Tenant will not sublet the Demised Premises or any part thereof or transfer possession or occupancy thereof to any person, firm or corporation, or transfer or assign this Lease, without the prior written consent of Landlord, which consent shall be granted or withheld by Landlord in the exercise of its sole and absolute discretion. Notwithstanding anything herein to the contrary, Landlord's consent to a proposed

assignment of this Lease or proposed subletting of the entire Demised Premises shall not be unreasonably withheld, conditioned or delayed, provided, however, that it shall not be unreasonable for Landlord to withhold its consent on the basis that (i) the proposed assignee or subtenant does not have the financial capacity to perform its obligations under the Lease or the sublease, as applicable, or (ii) the proposed assignee or subtenant is a party by whom any suit or action could be defended on the ground of sovereign immunity, or (iii) the proposed assignee's or subtenant's proposed use of the Demised Premises is not in keeping with a first class office or laboratory building, or (iv) the proposed assignee or subtenant is a tenant or occupant of the Building, or (v) the proposed assignee or subtenant does not have a good reputation in the business community. Tenant shall not encumber the Lease or any interest therein nor grant any franchise, concession, license or permit arrangement with respect to the Demised Premises or any portion thereof. No subletting or assignment hereof shall be effected by operation of law or in any other manner unless with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Subject to the provisions of Section 9(i) below, a sale, transfer, assignment or other conveyance of a general partnership interest in Tenant, if Tenant is a partnership or joint venture, or a transfer of more than a forty nine percent (49%) stock interest, if Tenant is a corporation, or a transfer of any ownership interest in Tenant (whether membership interest or otherwise) shall be an assignment for purposes hereof. Tenant shall not modify, extend or amend a sublease previously consented to by Landlord without obtaining Landlord's consent thereto.

(b) Assignment. In the event Tenant desires to assign this Lease, Tenant shall give to Landlord written notice of Tenant's desire to do so, which notice shall be accompanied by the "Required Information (as hereinafter defined). Within thirty (30) days of receipt of said notice and the Required Information, Landlord shall have the right to terminate this Lease, at no cost to Tenant under this Lease, on a date to be agreed upon by Landlord and Tenant.

(c) Subletting. In the event Tenant desires to sublet all or any part of the Demised Premises, Tenant shall give to Landlord written notice of Tenant's desire to do so, which notice shall be accompanied by the Required Information. Within thirty (30) days of receipt of said notice and Required Information, Landlord shall have the right (i) except for a "Corporate Transfer" (as defined below), with Tenant's consent, to terminate this Lease and to enter into a new lease with Tenant for that portion of the Demised Premises Tenant desires to retain, upon terms to be mutually agreed upon; or (ii) to sublease from Tenant at the same rental rate then being paid by Tenant and subsequently to relet that portion of the Demised Premises that Tenant desires to relinquish.

(d) Required Information. If Tenant should desire to assign this Lease or sublet the Demised Premises (or any part thereof), Tenant shall give Landlord written notice no later than thirty (30) days in advance of the proposed effective date of such proposed assignment or sublease, which notice shall specify the following information (such information shall be collectively referred to as the "Required Information"): (i) the name, current address and business of the proposed assignee or sublessee, (ii) the amount and location of the space within the Demised Premises proposed to be

so subleased, (iii) the proposed effective date and duration of the assignment or subletting, and (iv) the proposed rent and other consideration to be paid to Tenant by such assignee or sublessee. Tenant also shall

promptly supply Landlord with financial statements and other information as Landlord may reasonably request to evaluate the proposed assignment or sublease.

(e) Fees; Documents. Tenant agrees to reimburse Landlord for legal fees (not to exceed $3,000.00 on any one occasion) and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting. Tenant shall deliver to Landlord copies of all documents executed in connection with any proposed assignment or subletting, which documents shall be in form and substance reasonably satisfactory to Landlord and which documents, (i) in the case of a permitted assignment, shall require such assignee to assume performance of all terms of this Lease on Tenant's part to be performed, and (ii) in the case of permitted subletting, shall require such sublessee to comply with all terms of this Lease on Tenant's part to be performed. No acceptance by Landlord of any Base Monthly Rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer.

(f) No Release. Any attempted assignment or sublease by Tenant in violation of the terms and provisions of this Section 9 shall be void and shall constitute a material breach of this Lease. In the event Landlord consents to any assignment or sublease on one occasion, such consent shall not affect Tenant's obligation to comply with the provisions of Section 9 of this Lease with respect to any future assignment or sublease.

(g) Tenant Liability. In the event of any subletting of all or any portion of the Demised Premises or assignment of this Lease by Tenant, with or without Landlord's consent, Tenant shall remain primarily liable to Landlord for the payment of the rent stipulated herein and for the performance of all other covenants and conditions contained herein.

(h) Profit. If any sublease or assignment (whether by operation of law or otherwise, including without limitation an assignment pursuant to the provisions of the Bankruptcy Code or any other Insolvency Law) provides that the subtenant or assignee thereunder is to pay any amount in excess of the rental and other charges due under this Lease, then whether such excess be in the form of an increased monthly or annual rental, a lump sum payment, payment for the sale, transfer or lease of Tenant's fixtures, leasehold improvements, furniture and other personal property to the extent that such payment for Tenant's fixtures, leasehold improvements, furniture and other personal property exceeds the amount then shown on Tenant's books for the same, or any other form (and if the subleased or assigned space does not constitute the entire Demised Premises, the existence of such excess shall be determined on a pro-rata basis), Tenant shall pay to Landlord fifty percent ()(50)% of any "Profit" (as defined below) applicable to the sublease or assignment, which amount shall be paid by Tenant to Landlord as additional rent upon such terms as shall be specified by Landlord and in no event later than ten (10) days after any receipt thereof by Tenant. "Profit" shall be defined as the difference between (i) any and all consideration received by Tenant in the aggregate from any assignment of the Lease and/or subletting of the Demised Premises, and (ii) the sum of (A) the rent and charges due to Landlord from Tenant under the terms of this Lease (and if the subleased or assigned space does not constitute the entire Demised Premises, the rent and charges payable by Tenant shall be

determined on a pro-rata basis), (B) Tenant's reasonable attorneys' fees and brokerage costs in connection with such assignment or subletting that are paid to a third party that is not related to or affiliated with Tenant, (C) Tenant's actual out-of-pocket cost of performing alterations to the Demised Premises in connection with such assignment or subletting, (D) the actual amount of any rent abatement that is granted in connection with such assignment or subletting, and (E) the actual

amount of improvement allowance that is paid in connection with such assignment or subletting. Acceptance by Landlord of any payments due under this Section shall not be deemed to constitute approval by Landlord of any sublease or assignment, nor shall such acceptance waive any rights of Landlord hereunder. Upon reasonable prior notice to Tenant, Landlord shall have the right to inspect and audit Tenant's books and records relating to any sublease or assignment.

(i) Corporate Transfer. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under this Lease to a wholly owned corporation or entity or controlled subsidiary or parent of the Tenant or to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter collectively referred to as "Corporate Transfer") without the consent of Landlord, provided (i) Tenant is not in default under this Lease; (ii) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Tenant; (iii) such proposed transferee shall have a net worth which is equal to or greater than Tenant's net worth at the date of this Lease; and (iv) such proposed transferee assumes all of the obligations of Tenant hereunder. Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of such Corporate Transfer. As used herein, the term "controlled subsidiary" shall mean a corporate entity wholly owned by Tenant or at least fifty-one percent (51%) of whose voting stock is owned by Tenant. Notwithstanding anything in this Lease to the contrary, (x) any assignment or subletting shall (i) be on a form reasonably acceptable to Landlord and (ii) shall be subject to the terms of this Lease, and (y) Tenant shall pay to Landlord a reasonable fee for processing any sublease or assignment (which shall not exceed the sum of $3,500.00 on any one occasion).

10. Services and Utilities.

(a) Building Standard Services and Utilities. From and after the Commencement Date and continuing throughout the entire Lease Term (including any extension thereof), Tenant shall be solely responsible for and shall promptly pay to the applicable utility companies (or directly to Landlord, if such utilities are submetered) any and all charges for janitorial services, electricity, gas, water, sewer or any other utility used, consumed or supplied to the Demised Premises. Unless such utilities are submetered to the Demised Premises, Tenant shall immediately cause all of the applicable utility companies to put the utility service in Tenant's name. At its option, Tenant may elect to contract for janitorial services in its own name.

(b) Intentionally Deleted.

(c) Interruption of Service. In no event shall Landlord be liable to Tenant for any interruption or failure in the supply of any utilities to the Demised Premises. Landlord reserves the right, upon reasonable prior notice (except in the event of an emergency), to interrupt service of the heat, elevator, plumbing, air conditioning, cooling, electric, and sewer and water systems, when necessary, by reason of accident, or of repairs, alterations or improvements which in the judgment of Landlord are desirable or necessary to be made, until such repairs, alterations or improvements shall have been completed; and Landlord shall have no responsibility or liability for failure to supply heat, plumbing, air conditioning, cooling, electric, and sewer and water service, or other service or act for the benefit of Tenant, when prevented from so doing by strikes, accidents or by any other causes beyond Landlord's reasonable control, or by orders or regulations of any federal, state, county, or municipal authority, or by any failure to receive suitable fuel supply, or inability despite exercise of reasonable diligence to obtain the regularly-used fuel or other suitable substitute; and Tenant agrees that Tenant shall have no claim for damages nor shall there be any abatement of Base Annual Rent in the event that any of said systems or service shall be discontinued or shall fail to function for any reason. Despite the foregoing, in the event that as a result of Landlord's gross negligence or intentional misconduct (i) the services to be provided by Landlord under this Lease shall not be furnished for more than three (3) consecutive business days, and (ii) Tenant, in its reasonable business judgment, determines that it is unable to use and occupy the Demised Premises (or any part thereof) as a result thereof, then the Base Annual Rent, and Additional Rent under Sections 4(c)(ii) and 5(a) hereof, that Tenant is obligated to pay hereunder shall abate with respect to that part of the Demised Premises which Tenant does not use and occupy, commencing on the fourth

(4th) such business day until the date on which such services and utilities are restored, unless the failure to furnish such services and utilities is caused by Tenant's acts or omissions.

(d) Excessive Electrical Usage.

(i)Tenant will not install or operate in the Demised Premises any heavy duty electrical equipment or machinery, without obtaining the prior written consent of Landlord. Landlord may require, as a condition of its consent to the installation of such equipment or machinery, payment by Tenant, as Additional Rent, for such excess consumption of electricity as may be occasioned by the operation of said equipment or machinery. Upon reasonable prior notice to Tenant, Landlord may make periodic inspections of the Demised Premises at reasonable times to determine that Tenant's electrically operated equipment and machinery complies with the provisions of this Section and Section 10(e).

(ii)Landlord at its sole expense will install one or more submeters to record the consumption or use of electricity within the Demised Premises.

(iii)Landlord will submit monthly submeter readings to Tenant and Tenant will pay, as Additional Rent, for all consumption of electricity in the Demised Premises based on such readings.

(e) Excessive Heat Generation. Landlord shall not be liable for its failure to maintain comfortable atmospheric conditions in all

or any portion of the Demised Premises, due to heat generated by any equipment or machinery installed by Tenant (with or without Landlord's consent) that exceeds generally-accepted engineering design practices for normal office purposes. If Tenant desires additional cooling to offset excessive heat generated by such equipment or machinery, Tenant shall pay for auxiliary cooling equipment and its operating costs, including without limitation electricity, gas, oil and water, or for excess electrical consumption by the existing cooling system, as appropriate.

(f) Security. In the event that Landlord, in the exercise of its sole and absolute discretion, elects to provide any security measures, such security measures: (i) shall be for protection of the Building only; and (ii) shall not be relied upon by Tenant to protect Tenant, its property, its employees or their property.

(g) Occupant Density. Tenant acknowledges that the Building is currently equipped to accommodate a ratio of not more than one occupant for each two hundred fifty (250) square feet of rentable area in the Demised Premises. For purposes of this Section, "Occupants" shall include employees, visitors, contractors and other people that visit the Demised Premises but shall not include people not employed by Tenant that deliver or pick up mail or other packages at the Demised Premises, employees of Landlord or employees of Landlord's agents or contractors. In the event Tenant exceeds such density ratio in connection with its use of the Demised Premises, however, Tenant understands and acknowledges that Tenant, and not Landlord, shall be solely responsible for any discomfort or inconvenience experienced by Tenant and its Occupants in connection with such use or for any additional wear and tear on the Demised Premises and the common areas, or any additional use of electricity, water and other utilities, and additional demand by Tenant for other Building services resulting from exceeding such density ratio. To the extent that Tenant's use of the Demised Premises exceeds such density ratio, the cost to (i) supply additional services and utilities to the Demised Premises, (ii) install additional systems and equipment to the Premises, and (iii) repair wear and tear to the Demised Premises and the common areas occasioned by such usage shall be borne by Tenant solely.

11. Maintenance and Repairs.

(a) Landlord's Obligations. Landlord shall make structural repairs to the Building and the Demised Premises necessary for safety and tenantability, and shall maintain and repair all Building equipment serving the Demised Premises, and the cost of all such repairs or maintenance shall be included in Building operating expenses unless necessitated by the act or omission of Tenant, its agents, employees, licensees, invitees or contractors, in which event Tenant shall pay such cost to Landlord, as Additional Rent, promptly upon demand. Landlord shall cause the base Building systems and common

areas to be in compliance with all applicable governmental laws, including, without limitation, the Americans with Disabilities Act and all applicable life safety/health codes. Tenant agrees to report promptly in writing to Landlord any defective condition in or about the Demised Premises known to Tenant which Landlord is required to repair. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

(b) Tenant's Obligations. Tenant will keep the Demised Premises and the fixtures and equipment therein in good order and in a safe, neat and clean condition, will take good care thereof and will suffer no waste or damage thereto. All repairs and maintenance required to be performed by Tenant shall be made or performed promptly upon the occurrence of the necessity therefor, and shall be made or performed in a first class manner, using first class materials, by a contractor approved by Landlord and bonded unless waived by Landlord, and shall be made or performed in accordance with (i) all laws and all applicable governmental codes and requirements, and (ii) insurance requirements. Maintenance and repair of equipment such as kitchen fixtures, auxiliary air-conditioning equipment, private bathroom fixtures and any other type of special equipment, together with related plumbing or electrical services, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant, and Landlord shall have no obligation in connection therewith. Landlord shall be responsible for the replacement of all Building standard light bulbs and Building standard tubes in the Demised Premises. If Tenant refuses or neglects to promptly commence and complete repairs or maintenance necessary to satisfy the provisions of this Section, the Landlord may, but shall not be required to, make and complete said repairs or maintenance and Tenant shall pay the cost therefor (including overhead) to Landlord upon demand, as Additional Rent.

(c) ADA Notification. Within ten (10) days after receipt, Tenant shall advise Landlord in writing, and provide copies of (as applicable) any notices alleging violation of the ADA relating to any portion of the Building or of the Demised Premises, any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Building or of the Demised Premises, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Building or of the Demised Premises.

12. Alterations.

(a) Landlord's Consent. Tenant will not make any alterations, installations, changes, replacements, additions or improvements, structural or otherwise (collectively, "Alterations") in or to the Demised Premises or any part thereof, without the prior written consent of Landlord. All Alterations made to, or installed by or for Tenant in, the Demised Premises shall be and remain Landlord's property (excluding Tenant's furniture, personal property and trade fixtures) and shall not be removed without Landlord's written consent. Despite the foregoing, Landlord's consent shall not be unreasonably withheld, conditioned or delayed with respect to any Alterations to the interior of the Demised Premises (i) which do not affect the mechanical, electrical, plumbing, life safety or heating, ventilation and air-conditioning system serving the Building, and (ii) which do not affect the structure of the Demised Premises or the Building, and (iii) for which a governmental permit or approval is not required. Despite the foregoing, Tenant shall not be required to obtain Landlord's consent to a purely decorative Alteration to the interior of the Demised Premises (i.e., painting and carpeting) which costs $50,000.00 or less. Any construction up-gradings required by any governmental authority as a result of said Alterations, either in the Demised Premises or in any other part of the Building, will be paid for by Tenant. Tenant shall not install any equipment of any nature whatsoever which may affect the insurance rating of the Building, the structure of the Building, or which may

necessitate any changes, replacements or additions to the water system, plumbing system, heating system, air-conditioning system or the electrical system of the Demised Premises, without the prior written consent of Landlord. In the event that Landlord grants its consent thereto, Tenant shall pay all costs to make such changes, replacements or additions. Any approved Alterations shall be made by licensed and bonded contractors and mechanics approved by Landlord, in accordance with (i) the applicable laws and ordinances of any public authority having jurisdiction over the Building, (ii) the building code and zoning regulations of any such authority, (iii) plans and specifications that have been approved by Landlord in writing, and (iv) any rules and regulations established from time to time by the Underwriters Association of the local area. Prior to commencing construction of any approved Alterations, Tenant shall obtain any necessary building permits and shall deliver copies of such permits to Landlord. Tenant shall pay to Landlord, upon ten (10) days notice, as Additional Rent, (i) a fee to cover Landlord's out-of-pocket costs of reviewing the proposed Alterations, and (ii) a fee to cover Landlord's administrative and out-of-pocket costs of supervising the performance of such Alterations, which fee shall not exceed 1% of the total hard and soft costs of the Alterations. At the time Tenant delivers its plans and specifications for an Alteration and Landlord approves such Alteration, Landlord shall inform Tenant whether or not the Tenant shall be required to remove the Alteration or any part thereof at Lease expiration.

(b) Liens. In making any approved Alterations, Tenant shall promptly pay all contractors, materialmen and laborers, so as to minimize the possibility of a lien attaching to the Building, or attaching to any portion of the real property on which said Building is located. Should any such lien be filed, Tenant shall bond against or discharge the same within ten (10) days after the said filing. If Tenant shall fail to bond against or discharge any such lien within such ten (10)-day period, then Landlord may, at its option, discharge such lien at Tenant's expense in which event Tenant shall reimburse Landlord for all costs (including legal expenses) of discharging such lien upon demand, as Additional Rent.

(c) Indemnification. Tenant will defend, indemnify and hold Landlord harmless from and against any and all expenses, liens, claims or damages, including attorneys' fees, for injury to person or property which may or might arise, directly or indirectly, by reason of the making of any Alterations. If any Alteration (which requires Landlord's consent) is effected without the prior written consent of Landlord, Landlord may remove or correct the same and Tenant shall be liable for any and all expenses of this work. All rights given to Landlord herein shall be in addition to any other right or remedy of Landlord contained in this Lease.

13. Signs and Advertisements.

(a) No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building, or inside of the Demised Premises where it may be visible from outside or from the public areas of the Building, except with Landlord's prior written consent and then only in such location, number, size, color and style (i.e., Building standard lettering) as is authorized by Landlord. If any such sign, advertisement or notice

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is exhibited without first obtaining Landlord's written consent, Landlord shall have the right to remove same, and Tenant shall be liable for any and all expenses incurred by Landlord in connection with said removal.

(b) Landlord, at its expense, shall provide Tenant with (i) a reasonable amount of listings on the Building directory, and (ii) a Building standard suite entry sign on the exterior of the entrance door to the Demised Premises. To the extent that Landlord installs a monument sign for the Building which lists the names of other tenants in the Building, then Tenant, at its cost, shall be permitted to place a Building standard panel on the monument sign.

(c) Subject to applicable "Governmental Laws" (hereinafter defined), Tenant, at Tenant's sole cost and expense, shall have the non-exclusive right to erect and maintain its company name on a sign [rendering to be provided] to be located on the exterior of the Building at a mutually acceptable location (the "Exterior Sign"). Tenant, at its sole cost and expense, shall obtain all governmental approvals, licenses and waivers that are needed in connection with the Exterior Sign. The size, location, color, design, method of installation, and method of illumination (if applicable) of the Exterior Sign shall be subject to: (a) Landlord's prior written consent, not to be unreasonably withheld, and (b) all applicable governmental rules, codes, orders, laws, and statutes (collectively, the "Governmental Laws"). The sign contractor who installs the Exterior

Sign shall be subject to Landlord's prior written approval. Tenant, at Tenant's sole cost and expense, shall maintain the Exterior Sign in a first-class manner in accordance with the Governmental Laws. Upon the expiration of the Lease Term or the sooner termination thereof, Tenant, at its sole cost and expense, shall remove the Exterior Sign from the Building and shall restore the affected areas of the Building to the condition that existed prior to the erection of the Exterior Sign. Landlord shall have the right to grant other parties the right to install signage on the exterior and/or roof of the Building. Notwithstanding anything herein to the contrary (a) except for a Corporate Transfer, the right to erect and maintain the Exterior Sign on the exterior of the Building shall be personal to Maxcyte, Inc., (b) except for a Corporate Transfer, Maxcyte, Inc. shall have no right to permit any other party to put its name on the Exterior Sign, and (c) except for a Corporate Transfer, no sublessee, assignee or other transferee of Maxcyte, Inc. shall have the right to have its name on the Exterior Sign.

14. Common Areas.

(a) Common Areas Defined. In this Lease, "common areas" means all areas, facilities and improvements provided, from time to time, in the Building for the mutual convenience and use of tenants or other occupants of the Building, their respective agents, employees, and invitees and shall include, if provided, but shall not be limited to, the lobbies and hallways, the public restrooms, the parking areas and facilities, access roads, driveways, retaining walls, sidewalks, walkways, landscaped areas, and exterior lighting facilities.

(b) Landlord's Control. Landlord shall, as between Landlord and Tenant, at all times during the term of the Lease have the sole and exclusive control, management and direction of the common areas, and may at any time and from time to time during the term exclude and restrain any person from use or occupancy thereof,

excepting, however, Tenant and other tenants of Landlord and bona fide invitees of either who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the common areas shall at all times be subject to the rights of others to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. Landlord may at any time and from time to time close all or any portion of the common areas to make repairs or changes or to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, to close temporarily any or all portions of the said areas to discourage non-customer parking, and to do and perform such other acts in and to said areas as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their employees, agents, and invitees.

(c) Changes and Additions. Landlord reserves the right at any time and from time to time, as often as Landlord deems desirable, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make changes, alterations, additions, improvements, repairs, relocations or replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, stairways and other common facilities thereof, and to change the name by which the Building is commonly known and/or the Building's address. Upon reasonable prior notice to Tenant (except in the event of an emergency), Landlord reserves the right from time to time to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building, above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Demised Premises which are located in the Demised Premises or located elsewhere outside the Demised Premises, and to expand and/or build additional stories on the Building. Despite the foregoing, in the event that solely as a result of Landlord's work within the Demised Premises as set forth in the sentence which immediately precedes this sentence, Tenant, during the period of time such work is being performed within the Demised Premises, is unable to use and occupy the Demised Premises (or any part thereof) as a result thereof, then the Base Annual Rent, and Additional Rent under Sections 4(c)(ii) and 5(a) hereof, that Tenant is obligated to pay hereunder shall abate with respect to that part of the Demised Premises which Tenant does not use and occupy as a

result of such work being performed within the Demised Premises, commencing on the date that Tenant cannot use and occupy and continuing until the date on which such work is no longer being performed within the Demised Premises. Landlord further reserves the right at any time to alter, expand or reduce the parking facilities, to change the means of ingress thereto and egress therefrom, and to impose charges for parking in such facilities, provided in no event shall Tenant's "Parking Rights" (as defined below) be reduced. Nothing contained herein shall be deemed to relieve Tenant of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any government or other authority and nothing contained herein shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building, or any part thereof, other than as expressly provided in this Lease.

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15. Parking.

(a) Parking Rights. Landlord shall provide, or shall cause any garage operator to provide, during the initial term of this Lease, to Tenant a non-exclusive license for the use of up to three (3) parking contracts for every one thousand (1,000) square feet of rentable area of the Demised Premises (the "Parking Rights") in the surface parking lot and/or parking structure serving the Building (the "Parking Facilities"). Parking Rights shall (i) be unassigned, and (ii) be on a self-park or attendant parking basis (or a combination thereof), as determined by Landlord. Landlord reserves the right to institute a valet parking system, a parking access control system (e.g., utilizing barrier gates), a parking permit system (e.g., which requires the use and display of parking permits), or to otherwise change the parking system. In addition, Landlord reserves the right to designate reserved parking areas at the Building which may be used exclusively by Tenant or other tenants of the Building. As part of Tenant's Parking Rights, Tenant shall have the right to have fifteen (15) reserved spaces (the "Reserved Spaces"), which Reserved Spaces shall be located in a mutually acceptable location. Tenant shall at all times abide by all rules and regulations governing the use of the Parking Facilities. To the extent that demand warrants, Landlord shall provide electric car changing stations and bike racks.

(b) Parking Fees. The monthly parking rate for the Parking Rights shall be the prevailing market rate charged from time to time by Landlord or the garage operator (if applicable) for similar monthly parking contracts. Despite the foregoing, during the initial term of the Lease (i.e., the initial thirteen year and six (6) month term) there shall be no charge for Parking Rights. Landlord shall add automobile electric charging facilities and/or bike racks to the Parking Facilities, as demand warrants, as reasonably determined by Landlord.

16. Surrender and Inspection.

(a) Surrender. Upon the Expiration Date or other termination of the term of this Lease, Tenant shall quit and surrender the Demised Premises to the Landlord in as good order and condition as when received, ordinary wear and tear excepted, and Tenant shall remove all of its property from the Demised Premises by the Expiration Date or other termination of this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

(b) Inspection. Tenant shall have the right to be present at time of final inspection of the Demised Premises to determine if any damages were done thereto, if Tenant notifies Landlord by certified mail of its intention to move, date of moving and new address. The notice of Tenant's desire to be present at the final inspection of the Demised Premises shall be given at least fifteen (15) days prior to the date of moving. Upon receipt of such notice, Landlord shall notify Tenant of time and date when the Demised Premises are to be inspected. The inspection shall occur within five (5) days before or five (5) days after Tenant's date of moving, said inspection date to be designated by Landlord. Tenant shall be deemed to have been advised of its rights under this Section by execution of this Lease.

(c) Alterations. All Alterations, including without limitation wall-to-wall carpet, blinds, draperies and drapery accessories, to or within the

Demised Premises (whether made with or without Landlord's consent), shall remain upon the Demised Premises and be surrendered with the Demised Premises at the expiration of the Lease Term without disturbance, molestation or injury, unless otherwise specified by Landlord. Subject to the provisions of Section 12(a) above, should Landlord elect that any Alterations made by Tenant upon the Demised Premises be removed upon the expiration of the Lease Term, other than Tenant's Work that has been approved in writing by Landlord, Tenant agrees that Landlord shall have the right to cause same to be removed at Tenant's sole cost and expense. Tenant agrees to reimburse Landlord for the cost of (i) such removal, (ii) repairing any damage resulting therefrom or from the installation or use of such Alterations, and (iii) restoring the Demised Premises to its condition at the commencement of the Lease Term as initially improved by Landlord, ordinary wear and tear excepted.

(d) Fixtures and Personal Property Remaining. If Tenant does not remove Tenant's furniture, equipment, machinery, trade fixtures, floor coverings and all other items of personal property of every kind and description from the Demised Premises prior to the Expiration Date, then Tenant shall be conclusively presumed to have conveyed the same to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

17. Access.

(a) Access to Building. Tenant shall have access to the building twenty-four (24) hours per day, seven (7) days per week, by means of a key or an electronic controlled access system. Landlord shall provide Tenant with (1) key or card for each 250 square feet of rentable area that is contained within the Demised Premises, at no cost to Tenant. Landlord reserves the right to require a refundable deposit on building keys and controlled access cards, which deposit shall be returned to Tenant at the time such keys and cards are returned to Landlord. Additional keys or controlled access cards required by Tenant for any reason will be provided upon Tenant's payment of a fee as determined by Landlord. All building keys provided to Tenant shall afford entry/egress to the Building access doors.

(b) Landlord's Access to Demised Premises. Landlord, its agents, employees and contractors shall have the right to enter the Demised Premises at all reasonable times, including emergencies determined by Landlord, (a) to make inspections or to make repairs to the Demised Premises or other premises as Landlord may deem necessary; (b) to perform nightly cleaning of the Demised Premises; (c) to exhibit the Demised Premises to prospective tenants during the last twelve (12) months of the Lease Term; and (d) for any purpose whatsoever relating to the safety, protection or preservation of the Building. Landlord shall use reasonable efforts to minimize interference to Tenant's business when making repairs, but Landlord shall not be required to perform the repairs at any time other than during normal working hours. In connection with any entry into the Demised Premises, Landlord and its agents shall be accompanied by a representative of Tenant (except in cases of emergency or in cases where Tenant fails to identify and make available such representative on the date of such entry) and Landlord shall use reasonable efforts to provide twenty-four (24) hours prior notice to Tenant (except that no such notice shall be required in cases of emergency). Except in cases of emergency, any entry by Landlord into the Demised Premises

shall be subject to Tenant's reasonable security regulations, if any, provided that Tenant has notified Landlord, in writing, of such regulations.

(c) Restricted Access. No additional locks, other devices or systems, including without limitation alarm systems, which would restrict access to the Demised Premises shall be placed upon any doors without the prior written consent of Landlord. Unless access to the Demised Premises is provided during the hours when cleaning service is normally rendered, Landlord shall not be responsible for providing such service to the Demised Premises or to those

portions thereof which are inaccessible. Such inability by Landlord to provide cleaning service to inaccessible areas shall not entitle Tenant to any adjustment in rent.

18. Liability.

(a) Personal Property. All personal property of Tenant in the Demised Premises or in the Building shall be at the sole risk of Tenant. Landlord and its agents shall not be liable for any damage thereto. Landlord and its agents shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus, unless caused by and due to the wanton or willful acts of Landlord, its agents or employees. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord and its agents from any liability incurred or claimed by reason of damage to Tenant's property. Landlord and its agents shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting, and which affect the Building, due to construction on contiguous premises.

(b) Tenant's Liability. Any and all injury, breakage or damage of any type whatsoever to the Demised Premises or to other portions of the Building, arising from any act or omission of Tenant or its agents, employees, licensees, invitees or contractors, shall be repaired by Landlord at the sole expense of Tenant. Tenant shall reimburse Landlord for the costs such repairs within ten (10) days of receipt of written notice from Landlord of such costs. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord may have in said circumstances. Tenant shall reimburse Landlord for all expenses, damages or fines, incurred or suffered by Landlord by reason of any breach, violation or nonperformance by Tenant, or its agents, servants, or employees, of any covenant or provision of this Lease or the Rules and Regulations promulgated by Landlord hereunder from time to time, or by reason of damage to persons or property caused by moving property of or for Tenant in or out of the Building, or by the installation or removal of furniture or other property of or for Tenant, or by reason of or arising out of the carelessness, negligence or improper conduct of Tenant, or its agents, servants, employees, invitees or licensees.

(c) Criminal Acts of Third Parties. Landlord shall not be liable in any manner to Tenant, its agents, employees, licensees or invitees for any injury or damage to Tenant, Tenant's agents, employees, licensees or invitees or their property caused by the criminal or intentional misconduct of third parties. All claims against Landlord for any such damage or injury are hereby expressly waived by Tenant.

(d) Consequential Damages. Except for Tenant's obligation under Sections 7(c) and 26, neither party shall be liable for consequential damages.

(e) Indemnity. Tenant shall indemnify Landlord, Landlord's Rental Agent, and their respective agents and employees and save them harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Demised Premises, or the occupancy or use by Tenant of the Demised Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, invitees or licensees. In the event that Landlord, Landlord's Rental Agent, or their respective agents or employees shall, without fault on its or their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.

(f) Survival. The provisions of Section 18 shall survive the expiration or sooner termination of this Lease.

19. Insurance.

(a) Insurance Rating. Tenant will not conduct or permit to be conducted any activity, or place any equipment or property in or around the Demised Premises, that will increase in any way the rate of fire insurance or other insurance on the Building, unless consented to by Landlord in writing. Landlord's consent may be conditioned upon Tenant's payment of any costs arising directly or indirectly from such increase. If any increase in the rate of fire insurance or

other insurance on the Building is stated by Landlord's insurance company or by the applicable Insurance Rating Bureau to be due to Tenant's activity, equipment or property in or around the Demised Premises, said statement shall be conclusive evidence that the increase in such rate is due to such activity, equipment or property, and Tenant shall be liable for such increase. Any such rate increase and related costs incurred by Landlord shall be deemed Additional Rent, due and payable by Tenant to Landlord upon receipt by Tenant of a written statement of the rate increase and costs.

(b) Coverages. Tenant shall have issued, pay the premiums therefor, and maintain in full force and effect during the Lease Term:

(i) Commercial General Liability. A commercial general liability insurance policy written on an ISO CG 00 01 occurrence policy form or its equivalent protecting the Landlord and Tenant for liability arising out of this Lease in respect of the Demised Premises and the conduct or operation of business therein in the amount of not less than (x) One Million and No/100 Dollars ($1,000,000.00) each occurrence and Two Million and No/100 Dollars ($2,000,000.00) general aggregate (applying per location) for bodily injury or property damage, One Million and No/100 Dollars ($1,000,000.00) personal and advertising injury, and Two Million and No/100 Dollars ($2,000,000.00) products-completed operations, or the applicable limits of insurance shown in the policy declarations, whichever are greater, which amounts may be increased from time to time by the Landlord in its

reasonable determination. Such policy shall include a separation of insureds provision, coverage for contractual liability covering Tenant's contractual obligations assumed under this Lease as an "insured contract", and, if Tenant is selling, serving or furnishing alcoholic beverages, coverage for liquor liability by scheduling the specific activity(ies) as an exception to the liquor liability exclusion;

(ii) Special Form Property. Special form property insurance, including theft, vandalism and malicious mischief, as well as coverage against sprinkler leakage and other damage due to water written at replacement cost value and with replacement cost endorsement, covering all leasehold improvements installed in the Demised Premises by Tenant or at Tenant's request and all of Tenant's personal property and any other personal property leased by or in the care, custody and control of Tenant in the Demised Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease). The proceeds of policies providing special form property insurance of Tenant's property insurance shall be payable to Landlord, Tenant and any mortgagee of the Building, as their interests may appear. In addition, loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils insured against in under the special form property insurance herein and as otherwise commonly insured against by prudent tenants in the business of Tenant or attributable to prevention of access to the Demised Premises as a result of such perils;

(iii) Workers' Compensation. If and to the extent required by law, workers' compensation in form and amounts required by law and employer's liability in amounts of not less than One Million and No/100 Dollars ($1,000,000.00) each accident, One Million and No/100 Dollars ($1,000,000.00) disease-policy limit, and One Million and No/100 Dollars ($1,000,000.00) disease-each employee;

(iv) Business Automobile Liability. A business automobile liability policy of insurance covering liability arising from non-owned and hired vehicles, provided that, such non-owned and hired automobile liability may be satisfied by endorsement to the commercial general lability policy, in an amount of not less than One Million and No/100 Dollars ($1,000,000.00) combined single limit each accident for bodily injury and property damage; and

(v) Umbrella/Excess Liability. An umbrella/excess liability policy or policies in amounts of not less than Five Million and No/100 Dollars ($5,000,000.00) each occurrence and Five Million and No/100 Dollars ($5,000,000.00) annual aggregate (applying per location) providing coverage in excess of the commercial general liability, business automobile liability, and employer's liability policies of insurance, concurrent to, and at least as broad as the underlying insurance policies, which must "drop down" over reduced or exhausted aggregate limits as to such underlying policies and contain a "follow form" statement.

(vi) Additional Insurance. Such additional insurance as any mortgagee of the Building may reasonably require.

(c) Policy Requirements. All insurance required of Tenant under this Lease shall be issued by insurance companies authorized to do business in the jurisdiction where the Building is located. Such companies shall

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have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class XIV" as rated in most recent edition of "Best's Key Rating Guide" for insurance companies. The insurance required of Tenant under Section 19(a)(i) hereof shall insure performance by Tenant of the indemnity provisions of Section 18 hereof and shall contain an assumed contractual liability endorsement that refers expressly to this Lease. All insurance required of Tenant under this Lease shall: (i) be written as primary policy coverage and non-contributing with respect to any coverage on which Landlord or any additional insured are an insured (it being understood and agreed that any insurance on which Landlord or any additional insured is an insured shall be excess insurance); (ii) name Landlord, Landlord's Rental Agent and any mortgagee of the Building, and any other applicable party whose name and address shall have been furnished to Tenant as additional insureds, as their respective interests may appear (except with respect to workers' compensation insurance), and (iii) waive rights of subrogation in favor of Landlord and the additional insureds, except with respect to property insurance which is addressed in subparagraph (f) hereunder. Each policy shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to Landlord before cancellation or any change in the coverage, scope or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the Lease Term, and renewal certificates or copies of renewal policies shall be delivered to Landlord at least thirty (30) days prior to the expiration date of any policy. The deductible or self-insured retention amount required under any insurance policy maintained by Tenant shall be the sole responsibility of Tenant and not exceed Twenty Five Thousand and 00/100 Dollars ($25,000.00), unless otherwise approved by Landlord in writing.

(d) No Limitation of Liability. Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.

(e) Notice of Fire and Accident. Tenant shall give Landlord immediate notice in case of fire, theft, or accidents in the Demised Premises, and in case of fire, theft or accidents in the Building if involving Tenant, its agents, employees or invitees.

(f) Waiver of Subrogation. Landlord and Tenant mutually covenant and agree that each party, in connection with any all-risk property insurance policies required to be furnished in accordance with the terms and conditions of this Lease, or in connection with any all-risk property insurance policies which they obtain insuring such insurable interest as Landlord or Tenant may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Landlord (and any mortgagee requested by Landlord) or Tenant as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived, and Landlord and Tenant each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property for which either party is required by this Lease to carry insurance.

(g) Landlord's Insurance. Throughout the Lease Term, Landlord shall maintain or cause to be maintained a special causes of loss property insurance policy upon the Building. Such property coverage shall be in amounts sufficient to prevent Landlord from becoming a co-insurer within the terms of the applicable policies and in an amount equal to the

actual replacement cost of the Building. Landlord may maintain the foregoing insurance through the use of a blanket insurance policy which references this Building.

20. Damage by Casualty.

(a) Damage to Demised Premises. If the Demised Premises shall be damaged by fire or other casualty, then, except as otherwise provided in subparagraphs (b) and (c) hereof, Landlord, at Landlord's expense, shall promptly restore the Demised Premises, and Tenant, at Tenant's sole expense, shall promptly restore all leasehold improvements installed in the Demised Premises by Tenant or at Tenant's request and its own furniture, furnishings, trade fixtures and equipment. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord, or on account of labor problems, or any other cause beyond Landlord's reasonable control. If the damage or destruction is such as to make the Demised Premises or any substantial part thereof untenantable (in Landlord's judgment), and provided that such damage or destruction is not due in whole or part to the act or omission of Tenant or Tenant's agents, employees or invitees, the Base Annual Rent shall abate proportionately (based on proportion of the number of square feet rendered untenantable to the total number of square feet of the Demised Premises), from the date of the damage or destruction until the date the Demised Premises has been restored by Landlord.

(b) Substantial Damage. If the Demised Premises are substantially damaged or are rendered substantially untenantable by fire or other casualty, or if Landlord's architect certifies that the Demised Premises cannot be repaired within one hundred eighty (180) working days of normal working hours, said period commencing with the start of the repair work, or if more than fifty percent (50%) of the gross leasable area of the Building is rendered untenantable (even if the Demised Premises is undamaged), then Landlord may, within ninety (90) days after such fire or other casualty, terminate this Lease by giving Tenant a notice in writing of such decision, and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Demised Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for Base Annual Rent and Additional Rent shall cease as of the day following the casualty.

(c) Insurance Proceeds. The proceeds payable under all casualty insurance policies maintained by Landlord on the Demised Premises shall belong to and be the property of Landlord, and Tenant shall not have any interest in such proceeds. Tenant agrees to look to Tenant's casualty insurance policies for the restoration and replacement of all of the improvements installed in the Demised Premises by Tenant or at Tenant's request and Tenant's fixtures, equipment and furnishings in the Demised Premises, and in the event of termination of this Lease, for any reason, following any such damage or destruction, Tenant shall promptly assign to Landlord or otherwise pay to Landlord, upon Landlord's request,

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the proceeds of said insurance and such other additional funds so that the total amount assigned and/or paid by Tenant to Landlord shall be sufficient to restore (whether or not any such restoration is actually to occur) all improvements, fixtures, equipment and furnishings (excepting only Tenant's trade fixtures and equipment) existing therein immediately prior to such damage or destruction. Notwithstanding anything to the contrary in this Section 20 or in any other provision of this Lease, any obligation (under this Lease or otherwise) of Landlord to restore all or any portion of the Demised Premises shall be subject to Landlord's receipt of approval of the same by the mortgagee(s) of Landlord (and any other approvals required by applicable laws), as well as receipt from any such mortgagee(s) of such fire and other hazard insurance policy proceeds as may have been assigned to any such mortgagee; it being agreed that if Landlord has not received such approval(s) and proceeds within one hundred and eighty (180) days after any such casualty, then Landlord shall have the option to terminate this Lease, at any time thereafter, upon notice to Tenant.

21. Condemnation. In the event the whole or a substantial part of the Demised Premises or the Building shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to said authority to prevent such taking (collectively referred to herein as a "taking"), Landlord shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority, and rent shall be apportioned as of that date. For purposes of this Section, a substantial part of the Demised Premises or the Building shall be considered to have been taken if, in Landlord's sole opinion, the taking

shall render it commercially undesirable for Landlord to permit this Lease to continue or to continue operating the Building. In the event fifteen percent (15%) or more of the rentable area of the Demised Premises is taken, then Tenant shall have the right, exercisable upon written notice to Landlord within thirty (30) days after the date that the area so taken vests with the condemning authority, to terminate this Lease. Despite the foregoing, in the event Tenant so delivers a termination notice to Landlord, and Landlord, in its sole discretion, elects to lease other comparable space in the Building to Tenant to replace a portion of the area so taken, such that the rentable area of the remaining portion of the Demised Premises which was not taken, when aggregated with the additional space that Landlord elects to lease to Tenant in the Building, equals at least eighty five percent (85%) of the rentable area of the Demised Premises that existed prior to the taking, then Tenant's notice of termination shall be deemed automatically rescinded. Tenant shall not assert any claim against Landlord or the taking authority for any compensation arising out of or related to such taking. In the event of any taking, Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any such award. If neither party elects to terminate this Lease in accordance with the foregoing, the Base Annual Rent and Additional Rent payable by Tenant pursuant to Section 4 shall be adjusted (based on the ratio that the number of square feet of rentable area taken from the Demised Premises bears to the number of rentable square feet in the Demised Premises immediately prior to such taking) as of the date possession is required to be surrendered to said authority. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant, as long as such award is made in addition to and separately stated from any award made to Landlord for the Demised Premises and the Building. Landlord shall have no obligation to contest any taking.

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22. Defaults and Remedies.

(a) Default. Each of the following shall be deemed a default by Tenant and a breach of this Lease:

(i)A failure by Tenant to pay when due Base Annual Rent or Additional Rent herein reserved;

(ii)An assignment of this Lease or subletting of the Demised Premises in violation of Section 9;

(iii)Except as provided in clause (iv) below, a failure by Tenant in the observance or performance of any other term, covenant, agreement or condition of this Lease on the part of Tenant to be observed or performed, including the Rules and Regulations, after thirty (30) days written notice;

(iv)A failure by Tenant in the performance of any obligation under Section 19 hereof, within ten (10) days after written notice to Tenant;

(v)An Event of Bankruptcy as defined in Section 23; or

(vi)A default by Tenant under any other lease or sublease for any other space in the Building.

(b) Remedies. Upon default by Tenant of any of the terms or covenants of this Lease, Landlord shall be entitled to remedy such default as follows:

(i)Landlord shall have the right, immediately or at any time thereafter, without further notice to Tenant, to enter the Demised Premises, without terminating this Lease or being guilty of trespass, and do any and all acts as Landlord may deem necessary, proper or convenient to cure such default, for the account and at the expense of Tenant, and Tenant agrees to pay to Landlord as Additional Rent all damage and/or expense incurred by Landlord in so doing.

(ii)Landlord shall have the right to enter upon and take possession of the Demised Premises without terminating this Lease, with or without legal process, and remove Tenant, any occupant and any property therefrom, without being guilty of trespass and without relinquishing any right of Landlord against Tenant, and, if Landlord elects, relet the Demised Premises on such terms as Landlord deems advisable.

(iii)Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Demised Premises and, with or without legal process, take possession of the Demised Premises and remove Tenant, any occupant and any property therefrom, without being guilty of trespass and without relinquishing any right of Landlord against Tenant.

(iv)Landlord shall be entitled to recover damages from Tenant in an amount equal to the Base Annual Rent and Additional Rent which is due and payable hereunder

as of the date of such default, together with the amount herein covenanted to be paid as Base Annual Rent and Additional Rent during the remainder of the term, together with (A) all expenses of any proceedings (including, but not limited to, legal expenses and attorneys' fees) which may be necessary in order for Landlord to recover possession of the Demised Premises, and (B) the expenses of re-renting of the Demised Premises (including, but not limited to, any commissions paid to any real estate agent, advertising expense and the costs of such alterations, repairs, replacements and decoration or re-decoration as Landlord, in its sole judgment, considers advisable and necessary for the purpose of re-renting the Demised Premises). Landlord shall in no event be liable in any way whatsoever for failure to re-rent the Demised Premises or, in the event that the Demised Premises are re-rented, for failure to collect the rent thereof under such re-renting. No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Demised Premises, unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability hereunder shall not be terminated by the execution of a new lease of the Demised Premises by Landlord. The rent shall not be subject to acceleration. Tenant agrees to pay to Landlord, upon demand, the amount of damages herein provided after the amount of such damages for any month shall have been ascertained; provided, however, that any expenses incurred by Landlord shall be deemed to be a part of the damages for the month in which they were incurred. Separate actions may be maintained each month or at other times by Landlord against Tenant to recover the damages then due, without waiting until the end of the Lease Term to determine the aggregate amount of such damages. In the event that Landlord gains possession of the Demised Premises and releases the Demised Premises (or applicable portion thereof) to another party, then the rent that is actually paid by such party shall be credited against Landlord's damages. Tenant hereby expressly waives any and all notices (other than those notices specially outlined in this Lease) to cure or vacate or to quit the Demised Premises provided by current or future law. TENANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY OR UNDER ANY PRESENT OR FUTURE LAWS IN THE EVENT OF TENANT BEING EVICTED OR BEING DISPOSSESSED FOR ANY CAUSE, OR IN THE EVENT OF LANDLORD OBTAINING POSSESSION OF THE DEMISED PREMISES BY REASON OF THE DEFAULT BY TENANT OF ANY OF THE COVENANTS AND CONDITIONS OF THIS LEASE. If, under the provisions hereof, applicable summary process shall be served, and a compromise or settlement therefor shall be made, such action shall not be constituted as a waiver by Landlord of any breach of any covenant, condition or agreement herein contained.

(c) Right of Landlord to Cure Tenant's Default. If Tenant defaults in the making of any payment to any third party, or doing any act required to be made or done by Tenant relating to the Demised Premises, then Landlord may, but shall not be required to, make such payment or do such act. The amount of any resulting expense or cost to Landlord, including attorneys' fees, with interest thereon at the rate of eighteen percent (18%) per annum or the highest legal rate, whichever is lower, accruing from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute Additional Rent hereunder, due and payable by Tenant upon receipt of a written statement of costs from Landlord. The making of such payment or the doing of such act by Landlord shall not operate to cure Tenant's default, nor shall it prevent Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

(d) Intentionally Deleted.

(e) Intentionally Deleted.

(f) Landlord's Remedies Cumulative. All rights and remedies of Landlord herein enumerated shall be cumulative. In the event of any breach by Tenant of any of the covenants or provisions of this Lease, then, regardless of whether the Lease Term has commenced, this Lease has been terminated, or Landlord has recovered possession of the Demised Premises, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, and mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity.

23. Bankruptcy.

(a) The following shall be Events of Bankruptcy under this Lease: (i) Tenant's or any guarantor of Tenant's obligations under this Lease ("Tenant's Guarantor") becoming insolvent, as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory of the United States (the "Insolvency Laws"); (ii) The appointment of a receiver or custodian for any or all of Tenant's or Tenant's Guarantor's property or assets, or the institution of a foreclosure action upon any of Tenant's or Tenant's Guarantor's real or personal property; (iii) The filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; (iv) The filing of an involuntary petition against Tenant or Tenant's Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (A) is not dismissed within sixty (60) days of filing, or (B) results in the issuance of an order for relief against the debtor; or (v) Tenant's or Tenant's Guarantor's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

(b) Upon occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available to Landlord pursuant to Section 22 and pursuant to the Bankruptcy Code and the Insolvency Laws; provided, however, that while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, Landlord shall not exercise its rights and remedies pursuant to Section 22 so long as (i) the Bankruptcy Code prohibits the exercise of such rights and remedies, and (ii) Tenant or its Trustee in Bankruptcy (hereinafter referred to as "Trustee") (A) cures all defaults under this Lease, (B) compensates Landlord for monetary damages incurred as a result of such defaults, including reasonable attorneys' fees, (C) provides adequate assurance of future performance on the part of Tenant as debtor in possession or on the part of the assignee tenant; and (D) complies with all other requirements of the Bankruptcy Code.

(c) As of the date of this Lease, there is no guarantor of Tenant's obligations under the Lease.

24. Lender Requirements.

(a) Subordination. Subject to the provisions of Section 24 (f) below, this Lease is subject and subordinate to any first mortgage or

first deed of trust (each such mortgage or deed of trust shall hereinafter be referred to as the "First Trust") which may now or hereafter affect such leases or the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Provided that the beneficiary of the First Trust grants its written consent to any additional subordination of this Lease, this Lease shall be subject and subordinate to all ground or underlying leases and to all other mortgages and/or other deeds of trust which may now or hereafter affect such leases or the real property of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Subject to obtaining the written consent of the beneficiary of the First Trust with respect to subordinating this Lease to the lien of any mortgage, deed of trust or ground lease other than the First Trust, the foregoing subordination provisions shall be self-operative and no further instrument of subordination shall be required. Tenant agrees to execute and deliver, within five (5) days after Landlord's written request, such further instrument or instruments confirming this subordination as shall be desired by Landlord or by any ground lessor, mortgagee or proposed mortgagee; and Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such instrument or instruments. Tenant shall be liable for any loss incurred by Landlord resulting from Tenant's failure to timely execute and deliver any instrument requested by Landlord confirming such subordination, and shall reimburse Landlord for the amount of any such loss upon demand, as Additional Rent. Tenant further agrees that, at the option of the holder of

any mortgage or of the trustee under any deed of trust, this Lease may be made superior to said mortgage or first deed of trust by the insertion therein of a declaration that this Lease is superior thereto.

(b) Attornment. Subject to the provisions of Section 24 (f) below, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any deed of trust to secure debt given by Landlord and covering the Demised Premises, the party secured by any such deed of trust shall have the right to recognize this Lease and, in the event of any foreclosure sale under such deed of trust, this Lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale. If such party elects to recognize this Lease, then (x) Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the owner and landlord under this Lease, and (y) such party, as landlord: (i) shall recognize Tenant's rights to continue to occupy the Demised Premises and exercise and enjoy all of its rights hereunder, and so long as Tenant complies with the terms and provisions of this Lease; (ii) shall not be bound by payments of Base Annual Rent or Additional Rent more than one (1) month in advance of their due date; (iii) shall have no obligation for the return of any security deposit not actually received by such party; (iv) shall not be bound by any amendment or modification to the Lease to which such party has not consented in writing; (v) shall not be subject to any claim, defense or setoff which could be asserted against any predecessor Landlord; and (vi) shall have no liability for any default by any predecessor Landlord.

(c) Notice of Default. Tenant agrees to give any mortgagee(s) and/or trust deed holder(s), by certified or registered mail, postage prepaid, return receipt requested, a copy of any notice of any failure by Landlord to fulfill any of its obligations under this Lease, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the addresses of such mortgagee(s) and/or trust deed holder(s). Tenant further agrees that the mortgagee(s) and/or trust

deed holder(s) shall have such time as may be necessary to cure such failure as long as any mortgagee(s) and/or trust deed holder(s) has commenced and is diligently pursuing the remedies necessary to cure such failure (including, but not limited to, time to take possession and/or commence foreclosure proceedings, if necessary, to effect such cure). Notwithstanding anything herein to the contrary, so long as any mortgagee(s) and/or trust deed holder(s) has commenced and is diligently pursuing the remedies necessary to cure such failure (including, but not limited to, taking possession and/or commencing foreclosure proceedings, if necessary, to effect such cure), Tenant shall have no right to terminate this Lease as a result of any such failure by Landlord.

(d) New Financing. In the event that any trust or mortgage lender providing financing in connection with the Building requires, as a condition of such financing, that modifications to this Lease be obtained, and provided that such modifications (i) are reasonable, (ii) do not adversely affect Tenant's use of the Demised Premises as herein permitted, (iii) do not materially alter the approved Space Plan for the Demised Premises, and (iv) do not increase the rent and other sums required to be paid by Tenant hereunder, then Landlord may submit to Tenant a written amendment to this Lease incorporating such required modifications, and, in the event Tenant shall execute and return to Landlord such written amendment within seven (7) business days after the same has been submitted to Tenant.

(e) Financial Statements. From time to time at Landlord's request, Tenant shall cause the following financial information to be delivered to Landlord, at Tenant's sole cost and expense, upon not less than ten (10) days' advance written notice from Landlord: (a) a current financial statement for Tenant and Tenant's financial statements for the previous two accounting years, (b) a current financial statement for any guarantor(s) of this Lease and the guarantor's financial statements for the previous two accounting years and (c) such other financial information pertaining to Tenant or any guarantor as Landlord or any lender or purchaser of Landlord may reasonably request. All financial statements shall be prepared in accordance with generally accepted accounting principles consistently applied and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Tenant hereby authorizes Landlord, from time to time, with notice to Tenant, to obtain a credit report or credit history on Tenant form any credit reporting company. Despite the foregoing, for so long as the common stock of Tenant is publicly traded on a nationally or internationally recognized stock exchange, Tenant has timely filed its then most recent quarterly statement, and Tenant's

financial statements are available to the general public online, at no charge, Tenant shall not be required to provide Landlord with annual financial statements.

(f) Non-Disturbance. Landlord shall obtain for Tenant a non-disturbance agreement from the holder of any mortgage which encumbers the Building, which non-disturbance agreement shall be on the holder's then standard form. In the event that the holder charges Landlord any costs or fees in connection with reviewing the Lease or in preparing or negotiating such non-disturbance agreement, Tenant shall pay to Landlord, upon demand, such costs or fees as Additional Rent.

25. Estoppel Certificates. Tenant agrees, at any time and from time to time, upon ten (10) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a written estoppel certificate (a) certifying that this

Lease is unmodified and in full force and effect (or if there have been modifications, stating the nature of same), (b) stating the Commencement Date of the Lease Term, (c) stating the amounts of Base Annual Rent and Additional Rent and the dates to which the Base Annual Rent and Additional Rent have been paid by Tenant, (d) stating the amount of any Security Deposit, (e) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge, (f) stating that Tenant has no right to setoff and no defense against payment of the Base Annual Rent or Additional Rent, (g) stating the address to which notices to Tenant should be sent, and (h) certifying such other matters as may be requested by Landlord. Any such certificate delivered pursuant hereto may be relied upon by an owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein, or any prospective assignee of any such mortgage. Failure to deliver the aforesaid certificate within the ten (10) days shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

26. Tenant Holdover.

(a) With Landlord Consent. If Tenant continues, with the knowledge and written consent of Landlord obtained at least thirty (30) days prior to the expiration of the Lease Term, to remain in the Demised Premises after the expiration of the Lease Term, and in that event, Tenant shall, by virtue of this agreement become a tenant by the month at Base Monthly Rent which is one and one-half (1½) times the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified, commencing said monthly tenancy with the first day next after the end of the Lease Term.

(b) Without Landlord Consent. In the event that Tenant, without the consent of Landlord, shall hold over the expiration of the term hereby created, then Tenant shall become a tenant of sufferance only, at a monthly rent which for each month of the first two months of the holdover is equal to 150% of the Base Monthly Rent applicable to the last month of the Lease Term, and which for each month thereafter is equal to 200% of the Base Monthly Rent applicable to the last month of the Lease Term, and otherwise subject to the terms, covenants and conditions herein specified. In the event Tenant holds over in the Demised Premises or any portion thereof for a period of sixty (60) days, then Tenant expressly agrees to hold Landlord harmless from all loss and damages, direct and consequential, which Landlord may suffer in defense of claims by other parties against Landlord arising out of the holding over by Tenant, including, without limitation, attorneys' fees which may be incurred by Landlord in defense of such claims. Acceptance of rent by Landlord subsequent to the expiration of the Lease Term shall not constitute consent to any holding over. Landlord shall have the right to apply all payment received after the expiration date of this Lease toward payment for use and occupancy of the Demised Premises subsequent to the expiration of the Lease Term and toward any other sums owed by Tenant to Landlord. Landlord, at its option, may forthwith re-enter and take possession of the Demised Premises without process, or by any legal process in force.

27. Inspection of Demised Premises. Wherever in this Lease Landlord is granted the right to inspect or enter the Demised Premises, then, except in the case of an emergency, Landlord (and its employees' and agents') shall comply with Tenant's then commercially reasonable current health, safety and security protocols.

28. Quiet Enjoyment. Subject to the terms of this Lease, so long as Tenant shall observe and perform all the covenants and agreements binding on it hereunder Tenant shall at all times during the term herein granted, peacefully and quietly have and enjoy possession of the Demised Premises without any encumbrance or hindrance or molestation by Landlord, except as provided for elsewhere under this Lease.

29. Mechanics Liens. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished, or claimed to have been done or furnished, by any contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or charge upon the Building or any part thereof or the income therefrom. Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Building or any part thereof might be impaired. If any lien, or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Demised Premises shall be filed against the Building or any part thereof, Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses, including attorneys' fees, incurred by Landlord in connection therewith, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

30. Time. Landlord and Tenant acknowledges that time is of the essence in the performance of any and all obligations, terms, and provisions of this Lease.

31. Postponement of Performance. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, labor troubles, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay

and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Base Annual Rent or Additional Rent or from surrendering the Demised Premises, and shall not operate to extend the term of this Lease. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

32. Landlord's Reserved Rights. The Landlord reserves the following rights:

(a) To decorate, remodel, repair, alter or otherwise prepare the Demised Premises for re-occupancy during the last ninety (90) days of the Lease Term, if during or prior to that time Tenant vacates the Demised Premises; and

(b) To show the Demised Premises to prospective tenants or brokers during the last three hundred sixty five (365) days of the term of this Lease; to show the Demised Premises to prospective purchasers at all reasonable times provided that prior notice is given to Tenant in each case and that Tenant's use and occupancy of the Demised Premises shall not be materially inconvenienced by any such action of Landlord; and to place and maintain a "FOR RENT" sign on the doors or in the windows of the Demised Premises during the last one hundred eighty (180) days of the term of this Lease.

33. No Waiver. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. No waiver by Landlord of any breach by Tenant of any of the terms, covenants, agreements, or conditions of this Lease shall be deemed to constitute a waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements, and conditions herein contained. No custom or practice which may occur or develop between the parties in connection with the terms of this Lease shall be construed to waive or lessen Landlord's right to insist upon strict performance of the terms of this Lease, without a written notice thereof from Landlord to Tenant. No employee of Landlord or of Landlord's agents shall have any authority to accept the keys of the Demised Premises prior to termination of the Lease, and the delivery of keys to any employee of Landlord or Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises. The receipt by Landlord of any payment of Base Annual Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations made a part of this Lease, or hereafter adopted, against Tenant or any other tenant in the Building shall not be deemed a waiver of any such Rules and Regulations.

34. Limitation of Landlord's Liability. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns of Tenant covenant and agree that in the event of any actual or alleged failure, breach or default hereunder by Landlord: (a) the sole and exclusive remedy shall be against the interest of Landlord in the Project; (b) neither Landlord nor (if Landlord is a limited liability company) any member or (if Landlord is a partnership) any partner of Landlord nor (if Landlord is a corporation) any shareholder of Landlord, nor Rental Agent specified in Section 1(a)8 hereof nor (if Rental Agent is a partnership) any member, partner of Rental Agent nor (if Rental Agent is

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a corporation) any shareholder of Rental Agent shall be personally liable with respect to any claim arising out of or related to this Lease; (c) no partner or shareholder of Landlord nor any member, partner or shareholder of Rental Agent shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of Landlord); (d) no service of process shall be made against any member, partner or shareholder of Landlord nor against any member, partner or shareholder of Rental Agent (except as may be necessary to secure jurisdiction of Landlord); (e) any judgment granted against any member, partner or shareholder of Landlord or against any member, partner or shareholder of Rental Agent may be vacated and set aside at any time as if such judgment had never been granted; and (f) these covenants and agreements are enforceable both by Landlord and also by any member, partner or shareholder of Landlord and by any member, partner or shareholder of Rental Agent.

35. Transfer of the Building. In the event of the sale or other transfer of Landlord's right, title and interest in the Demised Premises or the Building (except in the case of a sale-leaseback financing transaction in which Landlord is the lessee), Landlord shall transfer and assign to such purchaser or transferee all amounts of pre-paid Base Annual Rent. Tenant shall have no right to terminate this Lease nor to abate Base Annual Rent nor to deduct from, nor set-off, nor counterclaim against Base Annual Rent because of any sale or transfer (including, without limitation, any sale-leaseback) by Landlord or its successors or assigns. In the event of the transfer and assignment by Landlord of its interest in this Lease, Landlord shall thereby be released from any further responsibility hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. The term "Landlord" as used in this Lease shall mean the owner of the Building, at the time in question. In the event of a transfer (whether voluntary or involuntary) by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Lease thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Upon any sale or other transfer as above provided (other than a sale-leaseback), or upon any assignment of Landlord's interest herein, it shall be deemed and construed

conclusively, without further agreement between the parties, that the purchaser or other transferee or assignee has assumed and agreed to perform the obligations of Landlord thereafter accruing.

36. Waiver of Counterclaim and Trial by Jury. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE DEMISED PREMISES, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY. EXCEPT FOR ANY MANDATORY COUNTERCLAIM THAT WOULD BE WAIVED IF NOT INTERPOSED BY TENANT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS OR CLAIMS FOR SET-OFF, RECOUPMENT OR DEDUCTION OF BASE ANNUAL RENT OR ADDITIONAL RENT IN A SUMMARY PROCEEDING FOR NONPAYMENT OF BASE ANNUAL RENT OR ADDITIONAL RENT OR OTHER ACTION OR SUMMARY PROCEEDING BASED ON TERMINATION, HOLDOVER OR OTHER DEFAULT IN

WHICH LANDLORD SEEKS REPOSSESSION OF THE DEMISED PREMISES FROM TENANT.

37. Notices.

(a) Addresses for Notices. All notices required or desired to be given hereunder by either party to the other shall be in writing and be given in person, by reputable overnight carrier which provides receipt of delivery, or by email, or by certified or registered mail and addressed as specified in Section 1(a). Either party may, by like written notice, designate a new address to which such notices shall be directed.

(b) Effective Date of Notice. Notice shall be deemed to be effective when delivered in person or by Federal Express (it being understood and agreed that if delivery is made by Federal Express after regular business hours, then such delivery shall be deemed to have been made on the next business day), or when delivery is refused, or three (3) days after mailing, unless otherwise stipulated herein.

38. Brokers. Landlord and Tenant each represents and warrants to the other that it has not employed any broker in connection with this Lease transaction, except the brokers named in Section 1(a)(21). Said brokers shall be paid a brokerage commission pursuant to separate agreements between Landlord and each of such brokers, and Landlord and Tenant each shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

39. Intentionally Deleted.

40. Miscellaneous Provisions.

(a) Governing Law. The laws of the jurisdiction in which the Building is located shall govern the validity, performance and enforcement of this Lease.

(b) Successors. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their respective heirs, executors, administrators, successors and assigns. This provision shall not be deemed to grant Tenant any right to assign this Lease or to sublet the Demised Premises.

(c) No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

(d) No Representations by Landlord. Neither Landlord nor any employee or agent of Landlord has made any representations or promises with respect to the Demised Premises or the Building except as herein

expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth.

(e) Exhibits. It is agreed and understood that any Exhibits referred to herein, and attached hereto, form an integral part of this Lease and are hereby incorporated by reference.

(f) Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the content may require such substitution or substitutions. Landlord and Tenant herein for convenience have been referred to in neuter form.

(g) Captions. All section and paragraph captions herein are for the convenience of the parties only, and neither limit nor amplify the provisions of this Lease.

(h) Landlord's Approval. Whenever Landlord's consent or approval is required under the terms of this Lease, Landlord may grant or deny such consent or approval in its sole discretion unless otherwise specified herein.

(i) Invalidity of Particular Provisions. If any term or provision of this Lease or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(j) Counterparts. This Lease may be executed in several counterparts, but all counterparts shall constitute one and the same legal document.

(k) Entire Agreement; Modification; Merger. This Lease and all Exhibits hereto contain all the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing, signed by the parties hereto. Notwithstanding anything herein to the contrary, in the event Landlord obtains a judgment against Tenant in connection with the Lease, the Lease shall not merge into the judgment.

(l) Authority. Landlord and Tenant hereby covenant each for itself, that it has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, qualified to do business in the jurisdiction in which the Demised Premises is located, that the corporation has full right and authority to enter into this Lease, and that each and both of the persons signing on behalf of the corporation were authorized to do so. If Tenant signs as a partnership, each of the persons executing this Lease on behalf of

Tenant does hereby covenant and warrant that Tenant is a duly formed and validly existing partnership, that the partnership has full right and authority to enter into this Lease, and that each of the persons signing on behalf of the partnership were authorized to do so.

(m) Examination of Lease. Submission of this Lease for examination or signature by Tenant shall not constitute reservation of or option for Lease, and the same shall not be effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

(n) Lender's Approval. The lender for the Building has approved the Lease.

(o) Covenants. The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(p) Interpretation. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(q) Confidentiality. Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate other leases with respect to the Project and may impair Landlord's relationship with other tenants of the Project. Except as required by law, including in connection with any SEC or other rules of a public stock exchange or regulatory authority having jurisdiction over Tenant, requirements concerning Tenant's publicly traded status, Tenant agrees that it and its partners, officers, directors, employees, brokers, and attorneys, if any, shall not disclose the terms and conditions of this Lease to any other person or entity without the prior written consent of Landlord which may be given or withheld by Landlord, in Landlord's sole discretion. It is understood and agreed that damages alone would be an inadequate remedy for the breach of this provision by Tenant, and Landlord shall also have the right to seek specific performance of this provision and to seek injunctive relief to prevent its breach or continued breach.

(r) OFAC Certification. Tenant represents and warrants that (i) Tenant is (a) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (b) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law including but not limited to, the International Emergency Economic Powers Act 50 U.S.C. Section 1701, et. seq. The Trading with the Enemy Act, 50 U.S.C. App. 1 et. seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by

law or Tenant is in violation of law. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification.

(s) Attorneys' Fees. In the event of any litigation between Landlord and Tenant in connection with this Lease, the losing party shall reimburse the prevailing party for the prevailing party's reasonable attorneys' fees and litigation costs.

41.Extension Options.

(a)Provided (i) that the Lease shall be in full force and effect; (ii) that, except for a Corporate Transfer, Tenant shall have not assigned the Lease nor sublet any portion of the Demised Premises; and (iii) that no default under any of the terms, provisions, covenants or conditions of the Lease has occurred, then, and only in such event, Tenant shall have the right, at Tenant's sole option, to extend the term of the Lease for up to three (3) additional periods of five (5) years each (each an "Extension Term"). Such extension options shall be exercisable by Tenant giving written notice of the exercise of such extension option to Landlord no later than nine (9) months prior to the expiration of the then-current term; provided, however, in the event Tenant fails to exercise such option to extend during the aforesaid time period, such extension option (and any subsequent extension option) shall become null and void and all rights with respect thereto shall automatically terminate and expire. Each Extension Term shall be upon the terms, covenants and conditions as set forth herein with respect to the initial Lease Term, except that Base Annual Rent shall be determined for each Extension Term in accordance with the provisions of Section 41(b) below. Despite the foregoing, within thirty (30) days of delivery to Landlord of Tenant's written election to exercise an extension option, Landlord shall deliver to Tenant, Landlord's determination of the Base Annual Rent and rent escalator for such Extension Term. Tenant thereafter shall have thirty (30) days to agree to Landlord's proposed Base Annual Rent and rent escalator for such Extension Term or elect arbitration in accordance with Section 41(b) below. If Tenant does not elect such arbitration in writing, Tenant shall be deemed to have rescinded its extension election and waived all remaining extension options.

(b)During each year of the Extension Terms, if exercised, Base Annual Rent shall be computed as an amount equal to the then-prevailing fair market rent for renewal laboratory and office leases, including all applicable market concessions for comparable buildings located in the North Rockville, Maryland submarket. Landlord and Tenant shall employ the procedure and the timetable described below for the purpose of computing the fair market rent for the Demised Premises and the Base Annual Rent properly payable during each Extension Term (as applicable). In the event Landlord and Tenant are unable to agree upon the current fair market rent payable during the Extension Term within thirty (30) days of Landlord's receipt of Tenant's notice to extend for such Extension Term, then the fair market rent for such Extension Term shall be the prevailing fair market rent for renewal leases , including all applicable market concessions for comparable buildings located in North Rockville, Maryland (without consideration of any Tenant furniture, fixtures and equipment then in place in (after taking into account the portion of the Demised Premises that is used for office space and laboratory space), provided the same were paid

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for solely by Tenant without any allowance from Landlord), and shall be determined by a board of two (2) disinterested real estate brokers, one (1) of whom shall be named by Landlord, one (1) by Tenant. Said brokers shall each be practicing brokers in Rockville, Maryland, specializing in the field of commercial real estate, having no fewer than ten (10) years' experience in such field, and recognized as ethical and reputable within their field. Landlord and Tenant agree to make their appointments promptly within ten (10) days after the expiration of the thirty (30) day period, or sooner if mutually agreed upon. Within fifteen (15) days after both such brokers have been appointed, each broker shall submit his or her determination of said fair market rent. If the two (2) brokers agree upon the Base Annual Rent, such determination shall be final and binding on the parties. If the difference between the Base Annual Rent calculated by each broker is five percent (5%) or less, the rates calculated by the two brokers will be averaged and the resulting figure will be the agreed upon Base Annual Rent. If the difference between the Base Annual Rent calculated by each broker is more than five percent (5%), the two brokers shall select a third broker, who shall satisfy the same professional qualification requirements set forth above, and the brokers will then notify Landlord and Tenant of such brokers name, address and selection within ten (10) days following the failure of the parties to agree upon the Base Annual Rent. The third broker will select one or the other of the two calculations of Base Annual Rent submitted by the other two brokers and will notify the parties and the brokers within ten (10) days of being selected to make the Base Annual Rent determination. The determination of the third broker shall be final and binding on Landlord and Tenant. In arriving at their individual rate determinations, each broker shall consider and analyze all the components of the Lease, including lab and office space. Landlord and Tenant shall pay the fee of the broker selected by it and they shall equally share the payment of the fee of the third broker. Notwithstanding the foregoing, Landlord and Tenant may at any time after appointing the brokers, agree upon the Base Annual Rent payable during such Extension Term and such mutual agreement shall supersede the brokers' determinations. Notwithstanding anything herein to the contrary, in no event shall the Base Annual Rent for any year of the Extension Term be less than the Base Annual Rent payable immediately prior to the expiration of the preceding term of the Lease.

42. **Amenities**. Within twenty four (24) months after the Commencement Date, Landlord shall add the following amenities to the Project (collectively, the "Future Amenities"): (i) a shared conference facility; (ii) a fitness center with showers; (iii) a bike rack; and (iv) upgraded furniture for the lounge seating in the atrium lobby areas.

43. **Right of First Offer.**

Provided that (i) the existing occupant (and its successors and assigns) of the "Additional Space" (as defined below) does not extend or renew the term of its lease, (ii) no other tenant of the Building exercises any option that is contained in its lease as of the date of this Lease to lease the Additional Space, the hierarchy of which options are described on Exhibit H hereto, (iii) Tenant is not in default under this Lease, and (iv) there are at least four (4) years remaining in the term of this Lease, Landlord shall deliver a written notice (the "Right of First Offer Notice") to Tenant which advises Tenant that Landlord desires to lease the Additional Space, and which states the fair market rent (including fair market concessions) for office and lab space in the North Rockville, Maryland submarket. As used herein, "Additional Space" shall mean any space located in the Building that becomes available for lease. In the event that Landlord and Tenant enter into a written agreement within fifteen (15) days after the date that Landlord delivers the Right of First Offer Notice to Tenant, which written agreement sets forth the terms and conditions under which Tenant will lease from Landlord the Additional Space, then Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the Additional Space in accordance with such written agreement. In the event that Landlord and Tenant do not, within fifteen (15) days after the date that Landlord delivers the Right of First Offer Notice to Tenant, enter into a written agreement which specifies the terms and conditions under which Tenant will lease the Additional Space from Landlord, then (i) Landlord shall have the right to lease all or any portion of the Additional Space so offered to any party, and (ii) the provisions of Section 43 of this Lease shall remain in force to any other Additional Space, provided that the provision of this Section 43 shall be null and void and of no further force or effect as to such offered Additional Space.

44.Generator.

(a)Subject to the satisfaction of all the conditions in this Section, Tenant shall have the right to install in an area designated by Landlord a back up diesel generator (the "Generator"). Tenant shall not be entitled to install such Generator (i) (A) if such installation would adversely affect (or in a manner that would adversely affect) the structure or any of the building systems of the Building, or (B) without Landlord's prior written consent, if such installation would require (or in a manner that would require) any structural alteration to the Building, (ii) if such installation would violate (or in a manner that would violate) any applicable Federal, state or local law, rule or regulation, (iii) unless sufficient room therefor exists at the time of the proposed installation, (iv) unless Tenant has obtained at Tenant's expense, and has submitted to Landlord copies of, all permits and approvals relating to such Generator and such installation, (v) unless such Generator is appropriately screened, (vi) unless such Generator is installed, at Tenant's sole cost and expense, by a qualified contractor chosen by Tenant and approved in advance by Landlord, and (vii) unless Tenant obtains Landlord's prior consent to the manner in which such installation work is to be done. All plans and specifications concerning such installation shall be subject to Landlord's prior written approval.

(b)At all times during the Lease Term, Tenant shall maintain said Generator in good condition and in a manner that avoids interference with or disruption to Landlord and other tenants of the Building. At the expiration or earlier termination of the Lease Term (or if Tenant discontinues use of such Generator), Tenant shall, upon written notice from Landlord, remove such Generator from the Building if so elected by the Landlord when the Generator was installed.

(c)Upon ten (10) days' prior written notice to Tenant, Landlord shall have the right to require Tenant to relocate the Generator, if in Landlord's opinion such relocation is necessary or desirable. Any such relocation shall be performed by Tenant at Tenant's expense, and in accordance with all of the requirements of this Section.

(d)In granting Tenant the right hereunder, Landlord makes no representation as to the legality of such Generator or its installation. If any Federal, state, county, regulatory or other authority requires the removal or relocation of such

Generator, Tenant shall remove or

relocate such antenna at Tenant's sole cost and expense, and Landlord shall under no circumstances be liable to Tenant therefor.

(e)Tenant shall indemnify and hold Landlord harmless from and against all costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered by or claimed against Landlord, directly or indirectly, based on, arising out of or resulting from any act or omission with respect to the installation, use, operation, maintenance, repair or disassembly of such Generator and related equipment. The provisions of this Section 44(f) shall survive the expiration or sooner termination of this Lease.

45.Mutual Partial Termination Option.

(a) Provided that Tenant has not requested, in writing, that Landlord fund the "Phase 3 Premises Construction Allowance" (as defined below), Tenant shall have the one time right, upon thirty days prior notice to Landlord, to surrender the Phase 3 Premises to Landlord (it being understood and agreed that Tenant shall have the one time right, at the time it elects to retain any portion of the Phase 3 Premises, to surrender all or a portion of the Phase 3 Premises, provided that in the event Tenant elects to surrender only a portion of the Phase 3 Premises, (x) the portion of the Phase 3 Premises that Tenant retains shall (i) be contiguous to the Demised Premises, and (ii) be surrendered in the order that is shown on the plan that is attached to and made a part hereof as Exhibit I, (y) the portion of the Phase 3 Premises that Tenant does surrender shall (i) be of a reasonable size such that it can readily be marketed to other parties, and (ii) have reasonable access to the elevators. Despite the foregoing, in the event that Tenant requests in writing that Landlord fund any portion of the Phase 3 Premises Construction Allowance, then Tenant shall have no right to surrender the portion of the Phase 3 Premises for which it has requested funding of the Construction Allowance to Landlord.

(b) Provided that Tenant has not requested, in writing, that Landlord fund any portion of the Phase 3 Premises Construction Allowance, then at any time after January 1, 2023, Landlord shall have the right, upon thirty days prior notice to Tenant (the "Termination Notice"), to require Tenant to surrender the Phase 3 Premises to Landlord. In the event Tenant requests that Landlord provide the Construction Allowance with respect to less than all of the Phase 3 Premises, then Tenant shall surrender the portion of the Phase 3 Premises that Tenant has not elected requested funding of the Construction Allowance to Landlord.

(c) In the event that either party exercises its right to have Tenant surrender the Phase 3 Premises, or applicable portion thereof, then Tenant shall surrender the applicable portion of the Phase 3 Premises to Landlord, and thereafter Tenant shall have no further rights or obligations with respect to the applicable surrendered portion of the Phase 3 Premises.

46.Renewable Energy.

(a) Landlord shall use commercially reasonable efforts to support Tenant's renewable energy initiative by allowing Tenant, at its sole cost and expense, to install renewable energy equipment (i.e., solar panels and related infrastructure) on the roof of the Building and/or the garage. The location and equipment shall be subject to Landlord's approval and shall be subject

to all applicable governmental laws. Landlord shall have the right, in its sole discretion, to require that at the end of the term of the Lease, that Tenant, at its sole cost and expense, remove any obsolete renewable energy

equipment.

(b) Landlord and Tenant shall reasonably cooperate, at no cost to Landlord, to endeavor that Tenant receives the economic benefit, as between Landlord and Tenant, of all tax credits, rebates and all other renewable energy related economic benefits directly generated by or resulting from Tenant's installation and use of such renewable energy facilities.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

WITNESS/ATTEST:

LANDLORD:

KEY WEST MD OWNER LLC, a Delaware limited liability company

_____

By: _____ (SEAL)
Name: _____
Title: _____

WITNESS/ATTEST:

TENANT:

MAXCYTE, INC., a Delaware corporation

_____

By: _____ (SEAL)
Title: _____
Date: _____

KEY WEST MD OWNER LLC, a Delaware limited liability company

_____

By:_____(SEAL)
Name:_____

Title:_____

WITNESS/ATTEST:TENANT:

MAXCYTE, INC., a Delaware corporation

_____By:___ (SEAL)

Title: _____
Date:

SECRETARY'S CERTIFICATE

I,_____, Secretary of Maxcyte, Inc., a Delaware corporation, do hereby certify that the foregoing and annexed Lease was executed and delivered pursuant to and in strict conformity with, the provisions of a resolution of the Board of Directors of said (professional) corporation (association) passed at a regularly called meeting of said Board of Directors, and that a quorum was present at said meeting (or adopted by unanimous written consent of said Board of Directors, in lieu of a meeting), in conformity with the laws of the state of incorporation of said corporation.

Secretary

Date: _____

[Corporate Seal]

EXHIBIT A

Floor Plan of Demised Premises
[§2(a)]


Graphic


Graphic


Graphic

EXHIBIT B

RULES AND REGULATIONS
[§8]

1. No part of the whole of any sidewalks, plaza areas, entrances, loading docks, passages, courts, elevators, vestibules, stairways, corridors, balconies or halls of the Building shall be obstructed or encumbered by any tenant or used for any purpose other than that expressly provided for in the Lease.

2. No awnings or other projections shall be attached to the outside walls, balconies or windows of the Building. No curtains, blinds, shades, or screens other than Building Standard window coverings, shall be attached to or hung in, or used in connection with, any window or door of the space demised to any tenant.

3. No showcases or other articles, including furniture, shall be put on the balcony, in front of or affixed to any part of the exterior of the Demised Premises, or placed in the halls, corridors, vestibules, balconies or other appurtenant or public parts of the Building.

4. Any water and wash closets and other plumbing fixtures in any Demised Premises or the Building shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein.

5. Except as provided in the Lease, no tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the space demised to such tenant.

6. Except for the hanging of artwork on interior walls, no tenant shall make, paint, drill into, or in any way deface, any part of the interior or exterior of the Building or the space demised to such tenant. No boring, cutting, or stringing of wires shall be permitted.

7. No tenant shall cause or permit any odors to emanate from the space demised to such tenant.

8. Tenant shall promptly report to the Landlord any cracked or broken glass on the Demised Premises.

9. No tenant shall make, or permit to be made, any noises which may be heard outside of such tenant's Demised Premises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out, or off, of any doors, windows, balconies or skylights or down any passageways.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in the space demised to any tenant, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of his tenancy, return to Landlord all keys to offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any such keys, such tenant shall pay Landlord the reasonable cost of replacement keys or locks (at Landlord's option).

11. Landlord reserves the right to inspect all freight for violation of any of these rules and regulations or the provisions of such tenant's lease.

12. No tenant shall engage or pay any employees in the Building, except those actually working for such tenant in the Building, nor advertise for laborers giving an address at the Building.

13. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant shall refrain from or discontinue such advertising.

14. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all entrance doors are locked.

15. No space demised to any tenant shall be used, or permitted to be used, for lodging or sleeping.

16. The requests of tenants will be attended to only upon verbal or written request to Landlord or Landlord's designated Rental Agent. Building employees shall not be required to perform, and shall not be requested by any tenant to perform, any work outside of their regular duties, unless under specific instructions from Landlord.

17. Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate in seeking their prevention.

18. There shall not be used in the Building, either by any tenant or by any of tenant's employees, agents, or invitees, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require.

19. No animals of any kind shall be brought into or kept about the Building by any tenant, excluding "Assistance Dogs".

20. No tenant will install or operate in the space demised to such tenant any electrically operated equipment or other machinery, other than a reasonable number of lab equipment, racking, personal computers, and securities systems, without first obtaining the prior written consent of Landlord, who may condition such consent upon payment by Tenant of additional rent as compensation for additional consumption of utilities as determined at the discretion of Landlord

and for the cost of separate metering or additional wiring as may be occasioned by the operation of said equipment or machinery. Landlord reserves the right, from time to time, to require that Tenant, at its cost,

separately meter any utility consumption in the Demised Premises.

21. All equipment and machinery belonging to any tenant which causes noise, vibration or electrical interference that may be transmitted to the structure of the Building or to any space therein to such degree to be objectionable to Landlord and any tenant in the Building shall be installed and maintained by each such tenant, at such tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise or vibration.

22. No bicycles are permitted in the Building or to be attached or stored on any part of the Building's rails, doors, balconies or other parts.

23. No Building or suite doors shall be propped open at any time.

24. Each tenant shall cooperate with any efforts of Landlord to conserve energy.

25. Each tenant shall light any windows of the Demised Premises and exterior signs and turn the same off to the extent required by Landlord.

26. There shall be no smoking of any kind, including, without limitation, electronic cigarettes, e-cigs, vapor pens, etc. in the Building or within twenty-five (25) feet of any entrance to the Building.

EXHIBIT C

CERTIFICATE OF COMMENCEMENT
[§3(b)]

THIS CERTIFICATE OF COMMENCEMENT ("Certificate") is made this _____ day of _____, 20__, by and between KEY WEST MD OWNER LLC, a Delaware limited liability company ("Landlord"), and MAXCYTE, INC., a Delaware corporation ("Tenant").

WHEREAS, Landlord and Tenant have entered into a Deed of Lease dated _____, 2021 ("Lease");

WHEREAS, the Commencement Date of the Lease, as described in Section 1 thereof, is dependent upon the occurrence of certain events; and

WHEREAS, those certain events have occurred and Landlord and Tenant now desire to specify the Commencement Date of the Lease Term for purposes of establishing the term of the Lease and the schedule for payment of rent during said period.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant warrant and represent each to the other as follows:

1. The Commencement Date of the Lease Term is _____, 20__.

2. The Expiration Date of the Lease Term is _____, 20__.

3. The Rentable Area of the Demised Premises is _____ square feet.

4. Tenant's Proportionate Share is _____ percent.

5. The Base Annual Rent is $_____.

6. The Base Monthly Rent is $_____.

7. Landlord tendered possession of_____ on _____.

Upon either party's written request, the parties shall also enter into a Certificate of Commencement with respect to each space that is delivered to Tenant under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant do hereby execute this Certificate under seal on the day and year first above written.

WITNESS/ATTEST:

_____

LANDLORD:

KEY WEST MD OWNER LLC, a Delaware limited liability company

By: _____

By: _____ (SEAL)
Name: _____
Title: _____

WITNESS/ATTEST:

_____

TENANT:

MAXCYTE, INC., a Delaware corporation

By: _____ (SEAL)
Title: _____
Date: _____

KEY WEST MD OWNER LLC, a Delaware limited liability company

By:_____

_____

By:_____(SEAL)
Name:_____

Title:_____

WITNESS/ATTEST:TENANT:

MAXCYTE, INC., a Delaware corporation

By: (SEAL)

Title:

Date:

EXHIBIT D

CURRENT BASE BUILDING CONDITIONS

The Current Base Building Conditions are as follows:

1. Roof Live Load – The current design is typically for 30 psf LL and 100 psf LL within the current mechanical enclosure. Once selected mechanical unit loads are available, specific areas can be designated and reinforced or dunnage added as required. See **Exhibit G**, Landlord's Scope of Work for Landlord commitment to roof reinforcement.

2. Floor Live Load - The current design is typically 100 psf LL. Once areas and equipment programmed for higher live loads are identified, specific areas can be designated and reinforced as required. Tenant will be responsible for floor load reinforcement if required for specific use. The Building has the capacity to provide 200 pounds per square foot live load on grade level.

3. Electrical Service – The shell offers 480/ 277 Volts at 19 Watts psf.

4. Gas Service – 3" gas line.

5. Loading dock – 48" minimum with dock leveler. Access must accommodate tractor-trailers.

6. Freight Elevator – To have direct access to the loading dock area and Demised Premises. Landlord to provide access to alternate loading dock and allow deliveries through interior spaces to the extent necessary if the Building's loading dock cannot accommodate large trucks. The Building has a bank of 4 elevators rated at 3,500lbs each. One of the four elevators is a passenger/freight elevator, with rear access to the elevator cab and a service vestibule at every floor. Additionally, there is a freight elevator by the loading dock of the Building that services the second (2nd) floor.

7. Emergency Power -. See **Exhibit G**, Landlord's Scope of Work.

8. Roof/Roof Warranty – The Building's roof is not under warranty. When the project was purchased, minor roof repairs were made and Landlord, at its cost, will continue to be responsible for roof repairs and/or replacement during the Lease term.

9. Exterior Pads - Ability to house affixed equipment (i.e., a backup generator dedicated to Tenant), if any, on exterior pads at a location to be approved by Landlord. Examples of pad locations include the structured parking garage or another site at the Property suitable for such equipment. Such location is subject to further review by Landlord's architect, environmental consultants and subject to all applicable codes.

5. **Lab Waste –** See **Exhibit G**, Landlord's Scope of Work.

11. Security - Card reader/access controls provided to both the Demised Premises and the entire building envelope of the Project including all first-floor exterior entrances. The Project

currently uses Datawatch for access controls.

12. Roof Access - The roof is a common feature to the building. There is a screened enclosure covering the center bays of the building that has limited shell building equipment in it and is programed to allow space for tenant RTU's and exhaust fans without additional tenant cost or use of Tenant Improvement Allowance. Subject to the Landlord architect and engineers understanding Tenant RTU requirements.

13. Sprinkler – Provide fire pump as required.

EXHIBIT E

WORK AGREEMENT
[§6]

This Exhibit is attached to and made a part of that certain Lease dated as of _____, 2021 (the "Lease"), by and between KEY WEST MD OWNER LLC ("Landlord") and MAXCYTE, INC. ("Tenant"). Terms used but not defined in this Exhibit shall have the meaning ascribed to them in the Lease.

1. Tenant's Authorized Representative. Tenant designates Ron Holtz ("Tenant's Authorized Representative") as the person authorized to initial all plans, drawings, change orders and approvals pursuant to this Exhibit. Landlord shall not be obligated to respond to or act upon any such item until such item has been initialed by Tenant's Authorized Representative.

2. As-Is. Except for the Landlord's Work, and the UPS and Data Room Improvements, Landlord is leasing the Demised Premises to Tenant in its as-is condition. All of the work to be performed in initially finishing and completing the Demised Premises (collectively, the "Tenant's Work") shall be performed by Tenant pursuant to this Exhibit E and pursuant to all other applicable provisions of the Lease including, without limitation, insurance, damage and indemnification provisions, and such work shall be deemed to be alterations for all purposes of the Lease. The Tenant's Work shall expressly include the separate submetering of all utilities which serve the Demised Premises. Landlord shall reimburse Tenant for the reasonable out of pocket costs incurred by Tenant to install a submeter to measure electrical consumption in the laboratory portion of the Demises Premises. Tenant's taking of possession of each applicable phase of the Demised Premises shall constitute Tenant's acknowledgment that the applicable portion of the Demised Premises is in good condition and that all obligations of Landlord have been fully satisfied.

3. Costs.

(a) Tenant shall pay all expenses incurred in connection with Tenant's Work over and above the "Construction Allowance" (as defined below) as follows. Landlord has agreed to provide Tenant with a separate construction allowance (each a "Construction Allowance") with respect to each phase of the Demised Premises. Notwithstanding anything herein to the contrary, Tenant shall have no right to access the Construction Allowance with respect to a particular phase of the Demised Premises unless and until the applicable portion of the Demised Premises has been delivered to Tenant (it being understood and agreed that once funded, Tenant shall have the right to use any portion of the Construction Allowance on any phase of the Demised Premises). The Construction Allowance for (i) the Phase 1 First Floor Space shall equal the product of Seventy Five and 00/100 Dollars (75.00) multiplied the number of square feet of rentable area contained within the Phase 1 First Floor Space, (ii) the Phase 1 Fourth Floor Space shall equal the product of One Hundred Twenty and 00/100 Dollars ($120.00) multiplied the number of square feet of rentable area contained within the Phase 1 Fourth Floor Space, (iii) the Phase 2 UPS Space shall equal the product of Seventy Five and 00/100 Dollars ($75.00) multiplied the number of square feet of rentable area contained within the Phase 2 UPS Space, (iv)) the Phase 2 Second Floor

Space shall equal the product of Seventy Five and 00/100 Dollars ($75.00) multiplied the number of square feet of rentable area contained within the Phase 2 Second Floor Space, (v) the Phase 2 Fourth Floor Space shall equal the product of One Hundred Twenty and 00/100 Dollars ($120.00) multiplied the number of square feet of rentable area contained within the Phase 2 Fourth Floor Space, and (vi) the Phase 3 Premises shall equal the product of Seventy Five and 00/100 Dollars ($75.00) multiplied the number of square feet of rentable area contained within the Phase 3 Premises (the "Phase 3 Premises Construction Allowance").

(b) Landlord shall pay to Tenant (or at Tenant's written request, to Tenant's general contractor and/or architect) the applicable portion of the Construction Allowance as a reimbursement to Tenant for the costs of performing alterations and improvements to each phase of the Demised Premises, including architectural costs, preparing space plans, and preparing mechanical, electrical and plumbing working drawings (the "Tenant's Work"). Landlord shall be entitled to receive a construction supervisory fee in the amount of one percent (1)% of the amount of the Construction Allowance, which construction supervisory fee may be deducted from the amount of the Construction Allowance. The Construction Allowance shall be paid by Landlord to Tenant (or at Tenant's written request, to Tenant's general contractor and/or architect) in accordance with the provisions of Sections 3(c) and 3(d) below. Despite the foregoing, Tenant shall pay all costs of performing the Tenant's Work that are in excess of the Construction Allowance.

(c)Periodically (but not more often than once per calendar month), Tenant shall deliver to Landlord an invoice from contractors or materialmen who have supplied labor or materials for Tenant's Work. Such invoice shall contain (or be accompanied by) a certification by Tenant and Tenant's architect in the form of A.I.A. Document G702 "Application and Certificate for Payment" that the labor or materials for which Tenant is seeking reimbursement has been satisfactorily

performed or delivered to the Demised Premises in accordance with the terms of the Lease. Within thirty (30) days after receiving any such invoice (and certifications), Landlord shall pay to Tenant (or at Tenant's written request, to Tenant's general contractor and/or architect) the amount that is set forth in such invoice; provided: (A) such request is accompanied by a copy of the invoice for such expenses marked "approved"; (B) copies of all contracts, bills, vouchers, change orders and other information relating to the expenses for which reimbursement is being sought as may be requested by Landlord shall be made available to Landlord by Tenant; (C) the work and materials for which payment is requested are performed in accordance with the working drawings approved by Landlord; (D) the work for which payment is requested has been performed both by a contractor and in accordance with a construction contract (including retainage provisions) approved by Landlord; (E) the work and materials for which payment is requested have been physically incorporated into the Demised Premises, free of any security interest, lien or encumbrance; and (F) Tenant delivers to Landlord lien waivers from all contractors and materialmen for the work or materials for which such draw payment is being made. Each payment made by Landlord hereunder with respect to payments to Tenant's general contractor and subcontractors shall be subject to retainage of ten percent (10%). Upon completion of the Tenant's Work, Tenant shall provide to Landlord (i) a valid certificate of occupancy for the Demised Premises, and (ii) a certificate of completion from Tenant's architect with respect to the Tenant's Work.

(d) Landlord shall pay the retainage to Tenant (or at Tenant's written request, to Tenant's general contractor and/or architect) within thirty (30) days after the last to occur of the following: (A) final completion of all of the Tenant's Work in accordance with the terms of this Lease, (B) evidence of the satisfaction of the requirements of governmental authorities with respect thereto, (C) receipt of releases of lien from all contractors and materialmen who supplied labor or materials for the Tenant's Work, (D) Landlord's receipt of paid invoices evidencing that Tenant has actually paid to materialmen and contractors who have supplied materials or labor for the Tenant's Work an amount equal to or in excess of the Construction Allowance, and (E) Tenant having commenced to use the Demised Premises in accordance with the terms of this Lease.

(e) To the extent the applicable Construction Allowance is not fully utilized on the Tenant's Work, up to twenty percent (20%) of the applicable Construction Allowance may be used for fixtures, furniture and equipment, or as a credit against Base Annual Rent. In the event that the Construction Allowance is not fully utilized by the date which occurs one (1) year after the date of the Lease, Landlord shall have no obligation to pay to Tenant any unutilized portion of the Construction Allowance.

(f) Landlord shall pay to Tenant's architect a fee equal to the product of fifteen cents ($.15) multiplied by the number of square feet of rentable area contained within the Demised Premises to perform a test fit of the Demised Premises.

4. Schedule.

(a) Tenant shall submit to Landlord a final space plan and all specifications, details, finishes (including, without limitation, paint and carpet selections), elevations and sections, all as approved by Tenant when available. Such space plan shall indicate partition and space layout and proposed fixturing, door location, special equipment types, materials and

colors, reflected ceiling plan (including lighting, materials and sprinkler heads), floor load requirements exceeding eighty (80) pounds per square foot live load, telephone and electrical outlet locations.

(b) Tenant shall submit to Landlord final architectural and engineering working drawings approved by Tenant when available. Such architectural working drawings shall include: master legend, construction and floor plan, reflected ceiling plan, telephone and electrical outlet layout and usage system, finish plan, sign, window and storefront details (if any), and all architectural details, elevations, specifications and finishes necessary to construct the Demised Premises. Said drawings, when approved by Landlord, are referred to herein as the "Final Construction Drawings."

5. Approval. All plans and drawings (and changes thereto) shall be subject to Landlord's written approval. Landlord shall not unreasonably withhold or delay its consent to such plans and drawings. Notwithstanding anything herein to the contrary, any alterations or improvements which connect into the Building's systems, or which are made to the exterior of the Demised Premise or the Building, or which are visible from the exterior of the Demised Premises or the Building shall be subject to Landlord's prior written approval, in its sole and absolute discretion.

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6. Change Orders. All additional expenses attributable to any change order requested by Tenant and approved by Landlord, shall to the extent that it would cause the total construction costs to exceed the Construction Allowance, be payable by Tenant prior to the performance of the work contemplated by such change order.

7. General Requirements.

(a) Tenant construction shall proceed only on the basis of approved drawings. Changes that occur during actual construction that differ from the approved drawings will require alterations at Tenant's expense to restore compliance with approved drawings. No drawings are considered "approved" unless they bear Landlord's signature of approval.

(b) Landlord shall have no obligation or responsibility to Tenant in respect of minor deviations in the actual dimensions of the Demised Premises. Tenant shall have the affirmative obligation to conduct an on-site verification of all measurements and dimensions prior to letting any contracts for the performance of Tenant's Work and prior to ordering the fabrication of any trade fixtures.

(c) Upon Landlord's approval of the Final Construction Drawings, Tenant shall submit the following:

1.Names of all contractors and subcontractors (all of which shall be subject to Landlord's approval);

2.Proof of financial ability;

3.Tenant insurance coverage;

4.Copy of building permit(s);

5.Completion schedule from Tenant's contractor; and

6.Proof of utility application/deposit to Landlord.

8. Performance of Tenant's Work. Tenant will perform and complete Tenant's Work in compliance with such reasonable rules and regulations as Landlord and its architect and contractor, or contractors, may make.

9. Completion of Tenant's Work. At such time as Tenant's Work shall be completed, Tenant, at its sole cost and expense and without cost to Landlord shall:

(a) Furnish evidence satisfactory to Landlord that all of Tenant's Work has been completed and paid for in full (and such work has been accepted by Landlord), that any and all liens therefor that have been or might be filed have been discharged of record (by payment, bond, order of a court of competent jurisdiction or otherwise) or waived, and that no security interests relating thereto are outstanding;

(b) Furnish to Landlord all certifications and approvals with respect to Tenant's Work that may be required from any governmental authority and any board of fire underwriters or similar body for the use and occupancy of the Demised Premises;

(c) Furnish Landlord with a CD-ROM which contains reproducible "as built" drawings of the Demised Premises; and

(d) Furnish an affidavit from Tenant's architect certifying that all work performed in the Demised Premises is in accordance with the working drawings and specifications approved by Landlord.

10. Work Standards. All of Tenant's Work shall be done and installed in compliance with all applicable laws and with the overall design and construction standards of the Building.

11. Permits. As expeditiously as possible, Tenant shall file all applications, plans and specifications, pay all fees and obtain all permits, certificates and other approvals required by the jurisdiction in which the Building is located and any other authorities having jurisdiction in connection with the commencement and completion of Tenant's Work, and diligently and in good faith pursue same so that all permits and approvals are issued as soon as practicable. If minor modifications are at any time required by government authorities to any such plans or specifications, then Tenant shall make such modifications. Tenant shall permit Landlord to assist Tenant in obtaining all such permits and other items. Tenant shall obtain a Certificate of Occupancy and all other approvals required for Tenant to use and occupy the Demised Premises and to open for business to the public. Copies of all building permits/occupancy permits are to be forwarded to Landlord.

12. Contractor Insurance. Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required of Tenant pursuant to the Lease, the following types of insurance:

(a) Builder's Risk Insurance. At all times during the period between the commencement of construction of Tenant's Work and the date on which Tenant opens the Demised Premises for business with a valid certificate of occupancy in place, Tenant shall maintain, or cause to be maintained, casualty insurance in Builder's Risk Form covering Landlord, Landlord's architects, Landlord's contractor or subcontractors, Tenant and Tenant's

contractors, as their interest may appear, against loss or damage by fire, vandalism, and malicious mischief and other such risks as are customarily covered by the so-called "broad form extended coverage endorsement" upon all Tenant's Work in place and all materials stored at the site of Tenant's Work, and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery, tools and equipment, all while forming a part of, or on the Demised Premises, or when adjacent thereto, while on drives, sidewalks, streets or alleys, all on a completed value basis for the full insurable value at all times. Said Builder's Risk Insurance shall contain an express waiver of any right of subrogation by the insurer against Landlord, its agents, employees and contractors.

(b) Worker's Compensation. At all times during the period of construction of Tenant's Work, Tenant's contractors and subcontractors shall maintain in effect statutory worker's compensation as required by the jurisdiction in which the Building is located.

13. Contractor Liability. Tenant assumes the responsibility and liability for any and all injuries or death of any or all persons, including Tenant's contractors and subcontractors, and their respective employees, and for any and all damages to property caused by, or resulting from or arising out of any act or omission on the part of Tenant. Tenant's contractors or subcontractors or their respective employees, in the prosecution of Tenant's Work, and with respect to such work, agree to indemnify and save free and harmless Landlord from and against all losses and/or expenses, including reasonable legal fees and expenses which they may suffer or pay as the result of claims or lawsuits due to, because of, or arising out of any and all such injuries or death and/or damage, whether real or alleged; and Tenant and Tenant's contractors and/or subcontractors or their respective insurance companies shall assume and defend at their own expense all such claims or lawsuits. Tenant agrees to insure this assumed liability in its policy of Broad Form Commercial General Liability insurance and the certificate of insurance or copy of the policy that Tenant will present to Landlord shall so indicate such contractual coverage.

14. Coordination. Tenant's Work shall be coordinated with any other work being performed by Landlord and other tenants in the Building so that Tenant's Work will not interfere with or delay the completion of any other construction work in the Building.

15. Loads. No item shall be mounted on or hung from the interior or exterior of the Building by Tenant without Landlord's prior written approval. If Tenant desires to mount or hang anything, Tenant shall notify Landlord of the loads involved and shall pay all costs involved.

16. Ducts. Tenant shall permit Landlord or its agent to install, maintain, repair and replace in the ceiling space and/or under the concrete slab, adjacent to demising partitions and free standing columns, electrical, water or other lines and/or ducts that may be required to serve the common areas or others in the Building.

17. Contractor Responsibilities. It shall be Tenant's responsibility to cause each of Tenant's contractors and subcontractors to:

(a) Maintain continuous protection of any premises adjacent to the Demised Premises in such a manner (including the use of lights, guardrails, barricades and dust-proof partitions where required) as to prevent any damage to the Building or any adjacent premises by reason of the performance of Tenant's Work.

(b) Secure all parts of Tenant's Work against accident, storm, and any other hazard. However, no barricades or other protective device shall extend more than two (2) feet beyond the Demised Premises. In addition to the foregoing, Tenant's barricade or other protective device shall be attractive in appearance, shall extend across the frontage and full height of the Demised Premises and shall be of materials approved by Landlord.

(c) Comply strictly with the Rules and Regulations and Procedures set forth in Exhibit E, Schedule I, and Tenant agrees to be responsible for any violations thereof. Remove and

dispose of, at Tenant's sole cost and expense, at least daily and more frequently as Landlord may direct, all debris and rubbish caused by or resulting from Tenant's Work, and upon completion, to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining on any part of the Building or in proximity thereto which was brought in or created in the performance of Tenant's Work (including stocking refuse). If at any time Tenant's contractors and subcontractors shall neglect, refuse or fail to remove any debris, rubbish, surplus materials, or temporary structures, Landlord at its sole option may remove the same at Tenant's expense without prior notice.

(d) Use only the Demised Premises for the performance of Tenant's Work. Entry into areas unrelated to the performance of Tenant's Work is prohibited.

(e) Guarantee that the work done by it will be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Tenant shall also require that any such contractors and subcontractors shall be responsible for the replacement or repair without charge for any and all work done or furnished by or through such contractors or subcontractors which becomes defective within one (1) year after completion. Replacement or repair of such work shall include, without charge, all expenses and damages in connection with such removal, replacement, or repair of all or any part of such work, or any part of the Building which may have been damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship or with respect to Tenant's Work shall be contained in the contract or subcontract, which shall provide that said guarantees or warranties shall inure to the benefit of both Landlord and Tenant and be directly enforceable by either of them. Tenant covenants to give to Landlord any assignment or other assurance necessary to effect such right of direct enforcement.

18. Separate Phase.The provisions of this Exhibit shall be applicable to each separate phase of the Demised Premises.

EXHIBIT E

SCHEDULE I

The following are rules and procedures to be followed by contractors when working in or around the Demised Premises or Building:

1. Provide a trash can with a lid to dispose of lunches and food. Trash must not be allowed to accrue in the open lease spaces. This is to avoid fire and rodent hazards.

2. Access into spaces under construction must be limited to one door. If an unfinished lease space has two doors, one must be locked. Passage can occur through the door most convenient to the freight elevator and should have a temporary foot mat.

3. No access to the Building's interior lobby or corridors will be permitted at any time.

4. All unused entry doors to vacant areas must be closed at all times and locked.

5. Construction employees must conduct themselves as mature gentlemen and ladies when working in tenant occupied spaces and all public spaces.

6. Loud radios are prohibited in all work areas.

7. Noisy operations such as chopping, etc. are to be done after hours, unless prior consent is given.

8. All work performed outside of normal working hours must be coordinated with the Building manager for security reasons. No one will be allowed access without prior permission.

9. Every effort must be made to avoid disturbance of any other tenant's normal business operations. Punch list corrections must be performed only with the tenant's permission, in advance. If an operation underway proves disturbing to a tenant it must be discontinued immediately and performed outside of normal business hours.

EXHIBIT F

FORM LETTER OF CREDIT

[*Insert name and address of issuing bank*]

[*Insert date*]

[*Insert name and address of owner*]

Dear Sir:

At the request and for the account of [*insert name of tenant*] located [*insert address of tenant*] (hereinafter called "Applicant"), we hereby establish our Irrevocable Letter of Credit No. [*insert number*] in your favor and authorize you to draw on us up to the aggregate amount of [*insert amount of letter of credit*], available by your draft(s) at sight drawn on us and accompanied by the following:

A written statement by any general partner of _____, or by any member or officer of _____ that:

(i) "Applicant is in default under that certain lease, dated as of [*insert date of lease*] (the "Lease") between _____ ("Landlord"), as landlord, and Applicant, as tenant; or

(ii) "Applicant has failed to deliver timely a renewal Letter of Credit as provided in the Lease."

Partial draws hereunder are permitted. This Irrevocable Letter of Credit will be duly honored by us at sight upon delivery of the statement set forth above without inquiry as to the accuracy of such statement and regardless of whether Applicant disputes the content of such statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Irrevocable Letter of Credit will be duly honored by us if presented at [*insert address of issuing bank*] no later than [*insert expiration date of Letter of Credit*], it being a condition of this Irrevocable Letter of Credit that it shall be automatically extended for periods of at least one year from the present and each future expiration date unless, at least thirty (30) days prior to the relevant expiration date, we notify you, by certified mail, return receipt requested, that we elect not to extend this Irrevocable Letter of Credit for any additional period.

This Irrevocable Letter of Credit is transferable at no charge to any transferee of Landlord upon notice to the undersigned from you and such transferee.

This Irrevocable Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (1993-Rev) International Chamber of Commerce Publication #500.

Sincerely yours,

[*Insert authorized signature*]

EXHIBIT G

LANDLORD'S SCOPE OF WORK

Landlord, at Landlord's sole cost and expense in addition to the Tenant Improvement Allowance, shall complete the scope of work below in order to deliver the Demised Premises ready for Tenant's planned construction:

1. Build common corridors as required by code for the multi-tenanted floors. Landlord may have to evaluate and provide at Landlord's expense corridors on the second (2nd) floor around the freight elevator to provide multi-tenant access.

2. If the existing backup generator servicing the Building is unable to provide a minimum of approximately 5 watts per square foot for the Demised Premises, Landlord shall provide and install a backup generator such that the Demised Premises has approximately 5 watts per square foot of backup power in the event of a power outage.

3. Provide sub-metered electricity for Tenant's specialized equipment and HVAC as well as additional sub meters required by Tenant's usage.

4. Vertical chases have been installed for the 4th floor (Existing Shafts – see below) to allow for reasonable outside air and exhaust systems to be installed (Tenant shall be responsible for all air handling units needed in excess of standard base building units that service the Demised Premises, including separate air handling units that may be required by code due to Tenant's use of the Demised Premises) to be funded by the Tenant Improvement Allowance or at Tenant's sole cost and expense).

5. Landlord shall allow connection to the building chilled water system to allow the tenant to utilize their pro-rata share of chilled water to serve new lab fan coils/ air handlers to be installed and paid for by the Tenant or from the Tenant Improvement Allowance. Costs for chilled water will be reasonably allocated to Tenant.

6. Landlord shall work with Tenant's engineer to provide adequate amperage for Tenant to conduct its operations. Landlord shall pay to reinforce the specific areas of the roof required by Tenant for Tenant's roof top air handling equipment and shall provide adequate dunnage. Tenant shall, in good faith, use commercially reasonable efforts, to fit its roof top equipment within the existing roof top screening. To the extent that such equipment does not fit into the existing screened area, Landlord shall provide additional roof top screening.

7. Landlord has installed two sanitary risers running from the fifth floor to the first floor and two vent risers running from the first floor through the roof at specified locations adjacent to domestic wet-stacks. At the first floor, an approved WSSC monitoring port exists and is connected to the domestic sanitary line.

Location of Existing Shafts:

Graphic

EXHIBIT H

ROFO Hierarchy

Graphic

EXHIBIT I

Phase 3 Give Back Space

Graphic

EXHIBIT I (Continued)

Graphic

DEED OF LEASE

between

KEY WEST MD OWNER LLC

Landlord

and

MAXCYTE, INC.

Tenant

Dated _____, _____, 2021

Exhibit 10.17

AMENDMENT TO DEED OF LEASE

THIS AMENDMENT TO DEED OF LEASE (this "Amendment") is made this ____ day of _____, 2021 (the "Effective Date"), by and between KEY WEST MD OWNER LLC, a Delaware limited liability company ("Landlord"), and MAXCYTE, INC., a Delaware corporation ("Tenant").

RECITALS:

A. Landlord and Tenant entered into that certain Deed of Lease dated May 27, 2021 (the "Lease"), whereby Tenant leased approximately 67,326 square feet of space known as Suite 400, as more specifically described in Recital B below (the "Demised Premises"), in the building located at 9713 Key West Avenue, Rockville, Maryland (the "Building").

B. The Demised Premises consists of (a) approximately 12,957 square feet of rentable area located on the first floor of the Building (the "Phase 1 First Floor Space") and approximately 12,810 square feet of rentable area located on the fourth floor of the Building (the "Phase 1 Fourth Floor Space") (the Phase 1 First Floor Space and the Phase 1 Fourth Floor Space are sometimes hereinafter collectively referred to as the "Phase 1 Premises"), (b) approximately 627 square feet of rentable area located on the first floor of the Building (the "Phase 2 UPS Space"), approximately 13,310 square feet of rentable area located on the second floor of the Building (the "Phase 2 Second Floor Space") and approximately 14,200 square feet of rentable area located on the fourth floor of the Building (the "Phase 2 Fourth Floor Space") (the Phase 2 UPS Space, the Phase 2 Second Floor Space and the Phase 2 Fourth Floor Space are sometimes hereinafter collectively referred to as the "Phase 2 Premises"), and approximately 13,422 square feet of rentable area located on the second floor of the Building (the "Phase 3 Premises").

C. Landlord and Tenant desire to modify and summarize the following respective Lease provisions: (i) the commencement dates for each phase of the Demised Premises; (ii) access dates; (iii) rent abatement, and (iv) rent provisions for the Demised Premises on Schedule A attached hereto and to be incorporated into the Lease, and to otherwise modify the Lease as set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Landlord and Tenant, Landlord and Tenant covenant and agree as follows:

1. Commencement Date. The provisions of Section 1(a)6 of the Lease are modified as reflected on and summarized in Schedule A attached hereto and from and after the date hereof, the commencement dates for each phase of the Demised Premises shall be as reflected on Schedule A, without regard to Section 1(a)6 of the Lease.

2. The Lease is further amended by adding the new Section 10 to the Introductory Provisions.

1

"10. Schedule A Defined Terms:

1

(a) "Access" shall mean Tenant's entry into respective Phases of the Demised Premises for purposes of performing Tenant Work therein upon delivery to Landlord of a building permit for the respective Tenant Work.

(b) "Substantial Completion" shall mean the date on which the Tenant receives its Certificate of Occupancy for the respective Demised Premises."

3.Termination of Existing Lease Provision. From and after the Effective Date, Section 45 of the Lease is deleted in its entirety.

4. Brokers. Landlord and Tenant each represents and warrants to the other that, except for Edge Commercial Real Estate and Cushman & Wakefield, neither party has dealt with any broker in connection with this Amendment. Tenant shall indemnify and hold Landlord harmless from and against any claims for brokerage or other commission arising by reason of a breach by the Tenant of the aforesaid representation and warranty.

5. Definitions; Merger. Except where the context plainly requires otherwise, all capitalized terms that are not defined in this Amendment shall have the meanings ascribed to such terms in the Lease. Notwithstanding anything herein to the contrary, in the event Landlord obtains a judgment against Tenant in connection with the Lease, the Lease shall not merge into the judgment.

6. Estoppel. To induce Landlord to enter into this Amendment, Tenant hereby represents and warrants to Landlord that as of the date of this Amendment:

(a) Tenant has not assigned the Lease or sublet any portion of the Demised Premises;

(b) The Lease is unmodified (except as otherwise expressly set forth to the contrary in this Amendment) and is in full force and effect;

(c) Tenant has no claims against Landlord arising under or in connection with the Lease, and Tenant has no set off or defenses against the enforcement of any right or remedy of Landlord under the Lease; and

(d) Landlord is not in default of any of its obligations under the Lease and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, will constitute a default by Landlord under the Lease.

7. Governing Documents. Except as modified by this Amendment, the Lease shall remain in full force in accordance with its terms. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control.

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8. Counterparts. This Amendment may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

9. Incorporation of Recitals. The recitals set forth above are incorporated in and made a part of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

KEY WEST MD OWNER LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

WITNESS/ATTEST: **TENANT:**

MAXCYTE, INC., a Delaware corporation

LANDLORD:

By: _____

Name: _____

Title: _____

KEY WEST MD OWNER LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

WITNESS/ATTEST:

TENANT:

MAXCYTE, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Floor	Size (RSF)	Lease Execution	Access Date (Landlord to provide access for construction start upon delivery of building permit by Tenant, which may be as early as the below date at the discretion of Tenant)	Lease Commencement Date (Base rent subject to abatement starts on the earlier of: 1) Substantial Completion; or 2) the below date).	Rental Abatement (Months) (1)	Lease Expiration	Base Rental Rate (psf)	Annual Base Rental Escalation	Landlord TI Allowance (PSF)	Size (RSF)	Lease Executio
PHASE I	PHASE I									PHASE I	

1st	12,957	May 27, 2021	May 27, 2021	Earlier of February 27, 2022 or Substantial Completion	12	August 31, 2035				12,957	May 27, 2021
4th	12,810	May 27, 2021	May 27, 2021	Earlier of February 27, 2022 or Substantial Completion	12	August 31, 2035				12,810	May 27, 2021
PHASE II	**PHASE II**									**PHASE II**	
1st (UPS)	627	May 27, 2021	January 1, 2022	Earlier of July 1, 2022 or Substantial Completion	12	August 31, 2035				627	May 27, 2021
2nd	13,310	May 27, 2021	January 1, 2022	Earlier of July 1, 2022 or Substantial Completion	0	August 31, 2035				13,310	May 27, 2021
4th	14,200	May 27, 2021	A date between December 27, 2021 and May 28, 2022, if and when Landlord provides earlier access by agreement with existing occupant to vacate early, but in no event later than May 28, 2022.	Earlier of Substantial Completion, September 28, 2022, or 4 months after access date	12	August 31, 2035	The then Current Phase I Base Rental Rate			14,200	May 27, 2021
PHASE III	**PHASE III**									**PHASE III**	
2nd	13,422	May 27, 2021	January 1, 2022	Earlier of Substantial Completion, November 1, 2023, or 4 months after access date	8	August 31, 2035				13,422	May 27, 2021

(1) Rental Abatement commences on the Lease Commencement Date.

Exhibit 21.1

List of Subsidiaries of MaxCyte, Inc.

Name	Jurisdiction of Incorporation or Organization
CARMA Cell Therapies, CCTI, Inc.	United States

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-258524) of MaxCyte, Inc. of our report dated March 22, 2022 March 15, 2023, on our audits of the consolidated financial statements of MaxCyte, Inc. as of December 31, 2021 December 31, 2022 and 2020, 2021, and for each of the years in the three-year period then ended, December 31, 2021, which is included in this Annual Report on Form 10-K of MaxCyte, Inc. for the year ended December 31, 2021 December 31, 2022.

/s/ CohnReznick LLP

Tysons, Virginia
March 22, 2022 15, 2023

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Douglas Doerfler, certify that:

1. I have reviewed this Annual Report on Form 10-K of MaxCyte, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (b) (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (c) (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2022 March 15, 2023

By: /s/ Douglas Doerfler
Name: Douglas Doerfler
Title: President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Amanda Murphy, Ron Holtz, certify that:

1. I have reviewed this Annual Report on Form 10-K of MaxCyte, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(b) (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 22, 2022 March 15, 2023

By: /s/ Amanda Murphy Ron Holtz
Name: Amanda Murphy Ron Holtz
Title: Chief Financial Officer (Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of MaxCyte Inc. (the "Company") on Form 10-K for the year ended December 31, 2021 December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: March 22, 2022 March 15, 2023

By: /s/ Douglas Doerfler
Name: Douglas Doerfler
Title: President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of MaxCyte Inc. (the "Company") on Form 10-K for the year ended December 31, 2021 December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: March 22, 2022 March 15, 2023

By: /s/ Amanda Murphy Ron Holtz
Name: Amanda Murphy Ron Holtz
Title: Chief Financial Officer (Principal Financial Officer)

DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OF TWO FINANCIALS PERIODIC REPORTS. THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. IN NO WAY DOES REFINITIV OR THE APPLICABLE COMPANY ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN THIS REPORT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

REFINITIV