



Olink Proteomics AB (Japanese market)

# General terms and conditions for the sale and licensing of Olink® panel kits and instruments

## Section A General terms

### 1. GENERAL

1.1 These general terms and conditions (“GTCs”) govern Olink Proteomics AB (“Olink”) sale, licensing and delivery of Kits and Instruments (each as defined below) to customers (“Customer”). Sections A and D contain general terms that apply to all sales, Section B contains terms that are specific and exclusive for sale of Kits, as applicable, and Section C contains terms that are specific and exclusive for sale of Instruments, as applicable. These GTCs and the relevant quote issued by Olink (“Quote”) for the sale Kits and/or Products (as defined below) (together the “Goods”) constitute the “Agreement”. Customer’s submission to Olink of a purchase order in any manner, including by facsimile, e-mail PDF or other electronic delivery, for the purchase of Goods from Olink (“Purchase Order”) constitutes Customer’s acceptance of the Agreement. Customer acknowledges and agrees that any divergent or supplementary terms and conditions provided by Customer, whether contained in a Purchase Order or other document or communication, are not accepted by Olink and shall be excluded in their entirety, except for the following terms:(a) quantity of Goods; (b) type of Goods; (c) bill to address; and (d) ship to address.

### 2. ORDERING AND DELIVERY

2.1 Upon acceptance of a Purchase Order, Olink will send an order confirmation. Olink reserves the right to reject orders based on availability, among other reasons. Olink will inform Customer immediately if it is unable to complete an order. Once accepted by Olink the Customer may not cancel a Purchase Order unless agreed to by Olink in writing.

2.2 Olink will deliver all Goods in accordance with applicable laws and regulations. Customer is responsible for obtaining, at its own cost, all approvals, licenses and permits necessary for importation of Goods, as well as for use of the same into/within its territory.

2.3 Unless otherwise expressly agreed to in writing by Olink, all Goods shall be shipped FCA (ICC Incoterms 2020) from Olink’s designated point of shipping as indicated in the Quote to the address designated in the applicable Purchase Order.

2.4 Unless otherwise agreed in writing, Olink may deliver orders in multiple shipments. Delivery dates are estimates only and Customer may not hold Olink liable for any losses, expenses or damages caused by delivery after a specified delivery date.

2.5 Olink will promptly inform Customer of any expected delay in delivery of Goods as well as the estimated new delivery time, if possible.

2.6 Upon receipt of a Goods delivery, Customer shall comply with the instructions and/or limitations of use set forth in Sections B and C below, as applicable, as well as any instructions accompanying the Goods.

### 3. PRICE AND PAYMENT

3.1 The purchase price for the Goods is stated in the relevant Quote, and if no Quote is issued, in Olink’s then-current price list applicable to Customer’s place of business, which is subject to change without notice. Olink’s Quotes are valid for thirty (30) days from the quotation date unless otherwise expressly stated in the Quote.

3.2 All prices exclude VAT and any other taxes, charges or fees all of which shall be borne by Customer. All prices exclude costs for shipping and handling unless otherwise expressly stated by Olink in the Quote.

3.3 Unless otherwise expressly stated in the Quote, Olink shall invoice Customer upon shipment of the Goods.

3.4 Customer shall pay all amounts due within thirty (30) days of Customer’s receipt of invoice in the currency and according to the bank details specified in the invoice.

3.5 Each payment under an Agreement is a separate transaction, and Customer may not set-off such payments against other payments. Upon late payment, without affecting Olink’s other rights, Olink may suspend delivery or cancel the Agreement, reject any future Purchase Orders, and charge Customer a late-payment charge, from the due date until paid, at the monthly interest rate of Five (5 %) percent of unpaid payment or, if less, the maximum amount allowed by law. Olink has the right to appoint a collection agency or an attorney to recover any unpaid amounts and Customer agrees to pay all such reasonable costs of collection.



## Section B Terms applicable to kit sales

### 4. DEFINITION AND ACCEPTANCE OF DELIVERIES OF KITS

4.1 This Section B contains terms that are specific and exclusive for the sale of kits, as applicable, and Section C contains terms that are specific and exclusive for the sale of Instruments, as applicable. Each Olink® panel kit consists of reagents for high-throughput multiplex immunoassays that measure proteins simultaneously, using the patented Proximity Extension Assay (PEA) technology coupled with qPCR or Next Generation Sequencing (NGS) as a readout method ("Kits").

4.2 Within forty-eight (48) hours of its receipt of Kits, Customer shall inspect such Kits to determine the existence of any defects or non-conformance with applicable specifications provided by Olink. Customer shall promptly notify Olink of any defects or non-conformance, including any discrepancy regarding quantity. In the event a Kit contains defects that could not have been noticed at the time of Customer's inspection, Customer shall promptly (and in no case longer than three (3) days from discovery of such defect) notify Olink of the discovery of the applicable latent or non-obvious defect. In the event Customer determines any Kits to be defective or non-conforming, Customer shall take all reasonably necessary actions to prevent further damage to such Kits or damage the Kits could cause and take all action necessary to mitigate such damage, if possible.

4.3 Customer's sole remedy for defective or non-conforming Kits shall be, at Olink's option: (a) prompt replacement of such Kits (or part of Kits, as applicable), or (b) a refund of the price paid by Customer to Olink for such Kits (or part of Kits). For the avoidance of doubt, Olink shall have no obligation to refund the price of or replace Kits that have reached their expiration date, even if Customer discovers a non-conformance or defect before or after such expiration date.

4.4 If Customer does not contact Olink within the time limits described above, the Kits will be deemed accepted by Customer.

4.5 If Customer directs third parties to use the Kits to perform analysis using the Kits and deliver analysis data to Customer (see under 5.2 below) the requirements and time limits described in this Section 4 shall apply from the third party's receipt of Kits.

### 5. KIT USE

5.1 Kits may only be used for research purposes and may not be used for diagnostic or clinical decision making.

5.2 Customer may use the Kits to perform services for third parties only in accordance with the limitations set forth in this Agreement. Customer may direct third parties to use the Kits to perform analysis using the Kits and deliver analysis data to Customer only in accordance with the limitations set forth in this Agreement. Customer may not resell or otherwise transfer Kits to any third party without the prior written consent of Olink. Furthermore, Customer shall discard any remaining components of the Kits after use, and shall not provide any materials from or related to any Kit to any third party, including without limitation any third party end-customer, and shall promptly notify Olink upon its receipt from any third party of any request that a Kit or any component thereof, be transferred or resold to a third party.

5.3 Customer may only use the Kits in accordance with (i) this Agreement and (ii) the instructions and documentation provided with the Kits. Customer is solely responsible for ensuring that the Kits are suitable for Customer's intended use and that Customer's use of the Kits complies with all laws, regulations, and governmental policies applicable to Customer's operations.

5.4 Olink may provide software, including Olink® NPX Explore and Olink® NPX Signature ("**Olink's Software Solutions**") for processing of any and all data (including quality controls and NPX-calculation) generated when using Kits in accordance with Olink instructions. Use of such Olink's Software Solutions may be under separate terms and conditions. Olink does not assume any liability for data processed using any other software solution. Customer may only use and/or provide to third parties the final output data generated in Olink's Software Solutions (e.g., an Analysis Report and the analyzed protein levels presented in Normalized Protein eXpression (NPX) units), unless specifically agreed otherwise in writing. Any intermediate data generated during analysis, including but not limited to BCL- and FASTQ-files, ("**Source Data**"), shall not be analyzed by Customer or relayed to third parties by Customer without Olink's prior written approval.

5.5 Customer shall not reverse engineer, disassemble or otherwise attempt to reconstruct, identify, or discover the methodology, components, formulae, processes, make-up, production, or any underlying ideas, techniques, or functionalities of the Kits, including any component thereof, or of Olink's Software Solutions ("**Reverse Engineer**"). Specifically, but not exclusively, Customer shall not Reverse Engineer any Source Data.

5.6 In the event Customer uses the Kits to provide services to third parties or directs a third party to use the Kits to perform analysis and/or deliver analysis data to Customer or any other third party, Customer shall ensure that all such third parties are bound by written obligations to comply with the applicable terms set forth in these GTCs, including without limitation, Sections 5.1-5.6, 5.8-5.9 and 6.3 hereof. Customer shall immediately notify Olink if Customer becomes aware of or suspects that a third party is in violation of the restrictions set forth in this Agreement. In the event Customer uses the kits to provide services to any third party, and has a reasonable belief that any such third party end-customer is a direct competitor of Olink and/or that such third party end-customer is using the services in order to create competitive product(s) or services, Customer shall report this to Olink and Olink may cancel the related Kit or Instrument order at its discretion.



5.7 Breach of Sections 5.1, and 5.4–5.6 by Customer constitutes a material breach by Customer, and in such event, without limiting any other remedies available to Olink, Olink shall be entitled to terminate the Agreement with immediate effect, and Customer shall further pay to Olink a liquidated damage of US\$ 250,000.00 for each breach of Sections 5.1, and 5.4–5.6, provided that this shall not limit or restrict any indemnification for losses by Olink exceeding such amount. In case of a continuous breach, each commenced week of activity in breach of this Section, after Customer has received notice from Olink, constitutes a separate breach for which the amount stated is applicable.

5.8 Customer shall only use Kits, reagents, consumables, and documentation consistent with all written instructions provided by Olink (including without limitation standard operating procedures, product and labeling instructions, and with respect to documentation, the terms of any end user license agreement or other applicable written agreement between the parties). Customer shall ensure that the laboratory setup in which the Services will be performed, complies with the written requirements provided by Olink, and applicable law and regulations.

5.9 Customer acknowledges that Olink strongly recommends that individuals performing assays utilizing the Kits complete Olink's certification process and remain current with all applicable training provided by Olink.

## 6. OTHER REQUIREMENTS REGARDING KITS

6.1 Customer shall be solely responsible for procuring all equipment required to use the Kits.

6.2 Customer acknowledges that the Kits have been validated for analysis of blood plasma or serum samples. Use of other sample types ("**Non-Validated Samples**") may result in inaccurate or incomplete data, outcomes, conclusions, and/or results. Use of Non-Validated Samples shall be at Customer's sole risk. Olink shall bear no responsibility for the data, outcomes, conclusions, or results obtained through use of Non-Validated Samples.

6.3 In the event that Customer has or receives (a) any quality complaints regarding the Kits or (b) any requests regarding further development of the Kits or other Olink products, then Customer shall promptly forward such complaints or requests to Olink. If Customer has reason to believe that any Olink Background IP (as defined in Section 7 below) may be subject to a claim for intellectual property infringement, then Customer shall promptly notify Olink. Customer shall assist Olink in enforcing Olink's rights in the context of this Agreement, against third parties to which Customer has provided services.

## 7. LICENSE GRANT AND INTELLECTUAL PROPERTY REGARDING KITS

7.1 Customer acknowledges that Olink owns, or has licenses to, certain methods, materials, technologies, software, approaches, techniques, inventions, processes, know-how trademarks or other intellectual property, including those embodied in the Kits, documentation provided with the Kits and Olink's Software Solutions, (the "**Olink Background IP**") and that Customer will use certain Olink Background IP in its use of the Kits. Customer agrees that (a) all Olink Background IP is and shall remain the sole and exclusive property of Olink and (b) (i) any modifications of, derivatives of, or improvements to Olink Background IP and (ii) any invention, development or discovery that necessarily uses or necessarily incorporates the Olink Background IP (collectively, the "**Olink Improvements**") shall be the sole and exclusive property of Olink. To the extent that Olink Improvements are developed by Customer or otherwise created under the Agreement, Customer acknowledges that any such Olink Improvements and any ownership interest in relation thereto shall automatically upon creation be assigned to Olink. If such automatic assignment is not possible pursuant to applicable law or otherwise, Customer shall, and hereby does, assign, or shall cause to be assigned, all such interest to Olink. Said assignment specifically provides that Olink may, at its sole discretion, transfer, license, make available or otherwise dispose of (in whole or in part), as well as make modifications or changes to the Olink Improvements, including any derivatives thereof. For the avoidance of doubt, Olink makes no representations or warranties, nor does it assert any ownership rights with respect to intellectual property owned by third parties, as it pertains to such parties' products contained in the Kits.

7.2 Olink grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to (a) use Olink Background IP disclosed in or embodied in the Kits, (b) use Olink's Software Solutions solely for performance of analysis utilizing the Kits, for research purposes, not including diagnostic purposes and (c) use Olink's trademarks solely for purposes of identifying Olink products and technology as the basis for any service offering by Customer to third parties. The license to and right to use of Olink's Software Solutions is subject to Customer paying an annual license fee as stated in the relevant quote. In no event shall Customer use Olink's trademarks in a way or context that conveys an impression that Customer is part of, represents or otherwise acts on behalf of Olink.

7.3 Customer shall ensure that no publications or presentations of Customer disclose any Olink Background IP, apart from Olink trademarks, or Olink Improvements.

7.4 Olink's Software Solutions may include third-party software components, including software made available under an "open source" or similar license ("**Third-Party Components**"). To the extent required by the license covering any Third-Party Component, the terms of such license will apply to such Third-Party Component instead of the terms of this Agreement. To the extent the license applicable to any Third-Party Component prohibits any of the restrictions herein with respect to such Third-Party Component, such restrictions will not apply to such Third-Party Component. To the extent the terms of the license applicable to any Third-Party Component requires Olink to make an offer to provide source code or related information in connection with such Third-Party Component, such offer is hereby made.

7.5 If Customer reasonably believes that a Kit may be subject to a claim for intellectual property infringement, then Customer shall allow Olink, at Olink's option and expense, to either: (a) secure for Customer the right to continue using



the Kits; (b) substitute the Kit with another non-infringing Kit with similar functionality; or (c) require Customer to return the Kit for a refund of the purchase price Customer paid.

7.6 If a third party makes a claim against Olink for infringement of its intellectual property rights based on (a) Customer's failure to comply with the Agreement or (b) Customer's modification, use or resale of a Kit, then Customer will indemnify and hold Olink harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that Olink may have to pay as a result of the claim.

7.7 Except for the licenses and assignments expressly granted herein, nothing in these GTCs shall be construed to confer any ownership interest, license, or other rights upon either Party by implication, estoppel or otherwise as to any technology or intellectual property rights of the other Party.

## 8. LIMITED WARRANTIES REGARDING KITS

8.1 Olink warrants that the Kits shall be free from manufacturing defects and shall comply with the applicable specifications of such Kits. For clarity, in case of use of the Kits with Non-Validated Samples, the specifications of the Kits shall not be deemed to apply. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, OLINK SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.2 Olink will not deliver Kits with less than three months' remaining shelf life and the Kit will comply with the description in the provided documentation, or as agreed specifically in an Agreement, until the Kit's expiry or "use by" date.

8.3 The warranties set out herein do not apply to defects caused by (a) removal, use, storage, or handling in an improper, inadequate, or unapproved manner, such as failure to follow Olink instructions or user manual; (b) contact with improperly used or unapproved chemicals or samples; (c) modification or alteration of the Kit by anyone other than Olink or a person authorized by Olink; or (d) manufacture in accordance with instructions or specifications provided by Customer. Customer's warranty rights also require that Customer properly inspects the Kits upon delivery in accordance with these GTCs. For the avoidance of doubt, Customer shall be solely responsible for, and Olink makes no warranty with respect to, samples or Kits that have not been handled by Customer in accordance with applicable specifications and instructions or to Kits that are handled by third parties as directed by Customer.

## 9. LIMITATION OF LIABILITY REGARDING KITS

EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, OLINK AND ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF OR RELATING TO ANY BREACH OF THE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) OR APPLICABLE LAW UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT FOR LIABILITY FOR BREACH OF CONFIDENTIALITY, OLINK'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PRICE PAID TO OLINK HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT.

## Section C Terms applicable to instrument sales

### 10. GENERAL INFORMATION AND DEFINITIONS REGARDING INSTRUMENTS AND PRODUCTS

10.1 This Section C contains terms that are specific and exclusive for sale of Instrument, as applicable, and Section B contains terms that are specific and exclusive for the sale of Kits, as applicable.

10.2 The following definitions apply for this Section C:

- "**Documentation**" means the user documentation accompanying, or provided by Olink regarding, or for use in connection with, a Product including at weblink.
- "**Instrument**" means the Olink® Signature Q100 and any other electronic equipment, hardware and other electronic or mechanical items agreed to be supplied by Olink.
- "**Product**" means each item, including any Instrument, Software and/or consumable, listed in the applicable Quote and identified in a Purchase Order.
- "**Instrument Software**" means any firmware, software, or data compilations (i) identified in the Agreement (defined below) or (ii) provided by Olink with any Instrument. For the avoidance of doubt, Instrument Software shall not include any "open source" firmware, software, or data compilations, as any such "open source" firmware, software or data compilations will be subject to the terms and conditions set out in the relevant "open source" license.

10.3 For Instrument orders, Olink may require Customer to identify in its Purchase Order the individual responsible for ensuring that Customer provides a prepared and available installation site in accordance with Olink's provided site preparation specifications ("**Site Requirements**").



## 11. LICENSE AND USE RESTRICTIONS REGARDING PRODUCTS

11.1 Subject to these Terms, and to all applicable end user license agreement(s), notices, terms, conditions and/or use restrictions (i) printed on any Product packaging, label or insert, (ii) appearing in or included with the Instrument Software or any Documentation, or (iii) listed on Olink's website, Olink grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Products sold and/or licensed to Customer by Olink or its authorized representative only in accordance with the applicable, then-current Documentation.

11.2 Customer acknowledges that the Products do not have United States Food and Drug Administration ("FDA") or equivalent non-U.S. regulatory agency clearance or approval ("**Approval**"). Customer acknowledges that the Products are labeled and intended FOR RESEARCH USE ONLY and NOT FOR USE IN DIAGNOSTIC PROCEDURES. Unless otherwise expressly stated by Olink in writing, no claim or representation is made or intended by Olink that any Product has any Approval for use in any diagnostic or other clinical procedure in connection with any law, regulation, or governmental policy (collectively, "**Regulatory Laws**"). Customer agrees that if it elects to use a Product for a purpose that would subject Customer, its customers, or any Product to the application of Regulatory Laws, Customer shall be solely responsible for obtaining any required Approvals. Except where prohibited by law or as authorized by Olink in writing, Customer agrees not to: (i) transfer (including but not limited to resell, donate, or loan) a Product to any third party; (ii) use any consumables or reagents with any Product, except as expressly provided in the Documentation or where approved in writing by Olink; (iii) or use the Products to manufacture commercial products.

11.3 Customer acknowledges that, for security reasons, Signature Instruments are not to have access to the Internet.

## 12. DELIVERY, ACCEPTANCE AND INSTALLATION OF PRODUCTS

12.1 Olink's title to Products (except for Instrument Software, which is only licensed), and all risk of loss, passes to Customer, and Olink's liability as to delivery ceases, upon delivery of the Products at the FCA shipping point. For avoidance of doubt, if the above-identified shipping terms are deemed not to apply, title and risk of loss shall pass to Customer upon transfer of Product from Olink to the carrier unless both Parties agree in advance and in writing otherwise. Unless specific shipping instructions have been agreed to in writing between Olink and Customer, Olink will ship in accordance with its standard practices. Olink may also, in its sole discretion, postpone delivery of an Instrument due to Customer's failure to provide a prepared and available installation site in accordance with Olink's Site Requirements or other factors within Customer's reasonable control. For multiple unit and/or multiple Product orders, Olink may make delivery in installments, and each installment shall be deemed to be a separate sale. Olink may issue a separate invoice for each installment, which invoice shall be paid without regard to prior subsequent installments. All Products shall be conclusively and irrevocably deemed accepted without qualification by Customer upon delivery. Customer, however, will notify Olink or its representative in writing of any nonconformity to Olink's extant specifications promptly after delivery. Olink shall be entitled to repair or replace damaged, missing or nonconforming Products, and such repair or replacement shall constitute Customer's sole and exclusive remedies, and Olink's sole liability and obligation, for any damaged, missing or nonconforming Products.

12.2 Without limiting the preceding section, Customer shall promptly visually inspect any Product upon receipt and notify Olink in writing of damage or missing parts that Customer notes. If Customer fails to comply with this section, Customer shall be deemed to have waived its rights to claim incorrect or incomplete delivery or packaging and any related warranty rights.

12.3 Installation is not included in the price unless specified by Olink in the Quote. Instruments sold by Olink are designed to be user-installable unless otherwise specified, and detailed installation guidelines are provided in the Documentation. If Olink has agreed to install an Instrument, for a fee, it is Customer's responsibility, at Customer's cost, to have the installation site prepared and available for installation in accordance with Olink's Site Requirements and free of hazardous or unsafe conditions and, unless otherwise agreed, to move the Instrument from Customer's delivery dock or receiving location to the place of installation. Customer shall have appropriate Customer personnel present at any such installation.

## 13. LIMITED WARRANTIES REGARDING PRODUCTS, SERVICE PLANS

13.1 Olink warrants to Customer that for a period of twelve (12) months from: (a) the date on which an Instrument is delivered to Customer, or, (b) if Olink has agreed to install the Instrument for a fee pursuant to Section 12.3, the earlier of: (i) completion of such installation, and (ii) thirty (30) days from the date of delivery of the Instrument ("**Instrument Warranty Period**") that the Instrument Software and Instruments shall be free from defects in material and workmanship and conform to Olink's published specifications at the time of purchase in all material respects. Customer's sole and exclusive remedy, and Olink's sole and exclusive liability, under the foregoing warranty shall be for Olink to repair or replace Instrument Software and Instruments. Nonconforming Products will be serviced at Olink's facility, Customer's facility, or, if required, at a third party's facility on behalf of Olink. Olink will bear any related shipping costs.

13.2 Service parts that are not installed by Olink or a third party on behalf of Olink are sold "AS IS" without any warranty, statutory, express, or implied. The warranties set forth herein shall not apply to, and shall be void for, any Product that (i) was subject to improper or abnormal use, storage, or operating environment, or any abuse, neglect, negligence or accident, including without limitation failure to properly perform routine maintenance and maintain the Product site in accordance with Olink's requirements or the use of the Product with any consumable not designated by Olink (except as they may be specifically validated by Olink, with respect to standard laboratory reagents, consumables, tools and equipment ancillary to use of the Product), (ii) has been repaired, altered, disassembled or reassembled by persons other



than Olink or a third party on behalf of Olink other than repair or replacement of a third-party good by an authorized service provider, (iii) has failed due to externally caused short circuits, incorrect voltages, failure or fluctuation of electrical power, lightning, static or other improper external inputs, or due to a Force Majeure Event, or (iv) used with any item other than Products (except as may be set forth in the extant applicable protocol for use of a Product, with Reagents supplied by Olink, or with associated standard laboratory tools and equipment ancillary to use of such Product). Customer acknowledges that failure to comply with any restriction of use set forth herein will invalidate any warranty provided herein and any applicable service plan. Without limiting the foregoing, with regard to the Instrument Software, these warranties shall not apply to any failure to conform that is caused by the use or operation of the Instrument Software in an environment other than that intended or recommended by Olink or a third party on behalf of Olink, or modifications to the Instrument Software not made or authorized by Olink or a third party on behalf of Olink. Olink will in no event be liable for any damages resulting from the Instrument being connected to a network and Customer shall indemnify Olink for any third party claims resulting from the same. Olink neither assumes, nor authorizes any other person to assume for it, any other obligations, or liabilities in connection with the sale of Product.

13.3 OLINK AND ITS LICENSORS, SUPPLIERS AND REPRESENTATIVES HEREBY DISCLAIM, ALL OTHER REMEDIES AND WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), IN EACH CASE HOWEVER ARISING, INCLUDING WITHOUT LIMITATION FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OLINK AND ITS LICENSORS, SUPPLIERS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR LOSS OF USE, PROFITS, REVENUE, GOODWILL, BUSINESS OR OTHER FINANCIAL LOSS OR BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES FOR BREACH OF WARRANTY. ANY PRODUCT OR SERVICE PROVIDED WITHOUT A WRITTEN WARRANTY FROM OLINK IS PROVIDED "AS IS" WITHOUT (AND OLINK HEREBY DISCLAIMS) ANY WARRANTY, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE. Without limiting the generality of Olink's general rejection of conflicting terms presented by Customer, and for clarification purposes only, Customer agrees that any different or additional warranty terms stated in Customer's Terms (if applicable) shall be void and of no effect.

13.4 Olink may offer to provide extended service, maintenance, and warranties for Instruments for periods after the Instrument Warranty Period, pursuant to a separate written service plan, under separate terms, that may be purchased by Buyer from Olink.

13.5 LIMITATION OF LIABILITY REGARDING PRODUCTS OLINK'S, AND ITS LICENSORS', SUPPLIERS' AND REPRESENTATIVES', LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCTS TO OLINK IN THE PRIOR TWELVE (12) MONTHS. IN NO EVENT SHALL OLINK BE LIABLE FOR COSTS OF LOSS OF USE, PROFITS, REVENUE, GOODWILL, BUSINESS OR OTHER FINANCIAL LOSS OR BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE GOODS OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY, PURSUANT TO ANY STATUTE, OR ON ANY OTHER BASIS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR SALE OF THE PRODUCTS WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT OLINK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Nothing in this Agreement shall operate so as to exclude or limit the liability of Olink, its licensors, suppliers or representatives for any liability which cannot be excluded or limited by law.

#### 14. INDEMNITY REGARDING PRODUCTS

14.1 Subject to Sections 14.2 and 14.3 below, Olink agrees to defend Customer against any third-party claim, proceeding or action ("**Claim**") to the extent the Claim alleges that any Product sold to Customer hereunder, as delivered to Customer by Olink, directly infringes or misappropriates, as applicable, any patent, copyright, or other intellectual property right. Olink will pay all damages awarded in a final non-appealable judgment, and settlements approved in writing by an authorized representative of Olink, in connection therewith, provided that (i) Customer provides to Olink written notice of the Claim within thirty (30) days of receipt by Customer of such Claim, or such earlier time as required to avoid prejudice to Olink or its ability to defend such Claim, (ii) Customer allows Olink to control the defense and settlement of the Claim, and (iii) Customer provides to Olink reasonable assistance in connection therewith, at no charge to Olink. Customer may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Olink or its counsel to consult with or advise such Customer counsel, nor affect Olink's control of the defense and settlement of the Claim.

14.2 Olink shall have no liability or obligation pursuant to this Section 14 with respect to Claims resulting from (i) modification of the Product other than by Olink or its authorized service provider, (ii) combination of the Product with any item or method not supplied or specifically recommended in writing by Olink, (iii) use of the Product other than in accordance with the Documentation and this Agreement (including without limitation use for diagnostic or other non-research uses), or (iv) compliance with Olink's instructions, specifications or design to the extent such instructions, specifications or design materially differ from comparable Products that Olink makes generally available to its customers (collectively, (i)-(iv), "**Excluded Causes**").



14.3 In the event there is a Claim, or Olink believes a Claim is likely, alleging intellectual property infringement or misappropriation, as applicable, with respect to any Product sold to Customer hereunder, Olink shall be entitled, without obligation to do so, at its option and expense, to (i) modify the Product so that it is no longer infringing, (ii) obtain a license with respect to the applicable intellectual property rights, or (iii) accept the return of each such Product purchased by Customer hereunder (except for Products that, in Olink's discretion, cannot be safely returned to Olink) and in Customer's possession and control, and provide to Customer a refund of the price paid by Customer to Olink therefor, subject to reasonable deductions for damage and amortized on a straight line basis over three (3) years from original delivery to Customer. Olink will have no liability or obligation with respect to any alleged infringement occurring after the date Olink makes any such remedy available to Customer.

14.4 Notwithstanding any other provision, the foregoing Sections 14.1-14.3 state Olink's sole liability and obligation, and Customer's exclusive remedy, arising out of any actual or alleged intellectual property infringement or misappropriation, as applicable, of any kind, or any actual or alleged breach of any representation or warranty (statutory, express or implied) that the Products do not infringe or misappropriate, as applicable, any third party intellectual property anywhere in the world.

14.5 Customer agrees to defend Olink against any Claim (i) to the extent the Claim alleges infringement or misappropriation, as applicable, of any patent, copyright, or other intellectual property right as a result of any Excluded Cause, or (ii) that arises in connection with Customer's use of Products: (a) for any clinical purpose or application; or (b) in violation of any applicable law or regulation. Customer will pay all damages awarded, and settlements approved by Customer, in connection therewith, provided that (x) Olink provides to Customer written notice of the Claim within thirty (30) days of receipt by Olink of such Claim, or such earlier time as required to avoid prejudice to Customer or its ability to defend such Claim, (y) Olink allows Customer to control the defense and settlement of the Claim, and (z) Olink provides to Customer reasonable assistance in connection therewith, at no charge to Customer. Olink may employ counsel at its own expense to assist it with respect to any such Claim, provided that this shall not obligate Customer or its counsel to consult with or advise such Olink counsel, nor affect Customer's control of the defense and settlement of the Claim.

## 15. INTELLECTUAL PROPERTY REGARDING PRODUCTS

Except to the extent prohibited by applicable law, Olink, its licensors and suppliers shall retain all ownership of its intellectual property rights with respect to the Products. All rights, title, and interest, including without limitation all intellectual property rights, in and to all Instruments and Instrument Software, and all documentation for Instrument Software, including on-line read-me or help files (collectively "**Instrument Software Documentation**"), and the content of all training provided by Olink representatives on Products are and shall remain the property of Olink, its licensors and suppliers. All Software and related Instrument Software Documentation and training provided by Olink are protected by copyright and other intellectual property rights. Customer agrees not to reproduce training sessions in whole or in part.

### Section D Terms applicable for all sales

## 16. CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement are the confidential information of both parties, and any information disclosed by one Party to the other (in oral, written or other form) in connection with the preparation and performance of this Agreement that would by its context be reasonably deemed confidential or proprietary is regarded as the confidential information of the disclosing Party ("**Confidential Information**"). The receiving Party shall maintain confidentiality of all such Confidential Information and, without the prior written consent of the disclosing Party, it shall not disclose any Confidential Information to any third parties, except for: (a) information the receiving Party can show by competent evidence (i) is in the public domain (other than through the receiving Party's disclosure in breach of this Agreement), (ii) was known to the receiving Party prior to disclosure thereto hereunder, (iii) was independently developed by the receiving Party without use of or reference to Confidential Information, or (iv) was obtained by the receiving Party from a third party without breach thereby of any obligation to which such third party is bound; (b) disclosures required pursuant to applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authority; (c) disclosures receiving Party is required to make to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder; or (d) disclosures by Olink to its bona fide actual or potential lenders, acquirers, and licensors as reasonably necessary to comply with legal or contractual obligations or to facilitate audit or due diligence activities; provided that in each case (c) and (d) such third parties are bound by confidentiality obligations at least as restrictive as those set forth in this Section. Disclosure of any confidential information by the personnel or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall, if such disclosure is in breach of this Agreement, be held liable for such breach. This Section shall survive the expiration or earlier termination of this Agreement. For clarity, all disclosure of Olink Background IP or Olink Improvements by Customer shall be considered a breach of this Section excluding information that is in the public domain as part of Olink's patents.

## 17. PERSONAL DATA

To the extent Olink processes personal data on behalf of the Customer, Olink undertakes to only process such data in accordance with Customer's written instructions under the Agreement and the personal data processing-related terms as set out in Olink's Online Data Processing Addendum ("**DPA**"), which forms part of this Agreement between Olink



and Customer and the current version of which is available at <https://olink.com/gtcs/>. For the avoidance of doubt, Olink's installation, training of staff, service, maintenance and repair on the Instrument(s), support and help with troubleshooting regarding Customer's use of Kits, including any related Customer communications, as applicable, are in scope of the DPA, unless such processing is exempt from any privacy laws.

## 18. MISCELLANEOUS

18.1 This Agreement, including the GTCs, any related exhibits, schedules, attachments, purchase orders, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

18.2 These GTCs are binding on and inure to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assignees.

18.3 The Agreement shall be construed and determined by the substantive laws of Sweden, without regard to provision on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute or claim arising out of or in connection with these GTCs or the breach, termination or invalidity thereof, shall be exclusively submitted to Arbitration according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce ("SCC"). The Arbitral Tribunal shall consist of three arbitrators to be nominated and appointed in accordance with the SCC-Rules. The language of the arbitration shall be English. Place of arbitration is Stockholm, Sweden. The Arbitral Tribunal has the express authority to submit to the Parties at any stage of the arbitration proceedings a proposal for the settlement of their dispute. The arbitral procedure shall be determined by the Arbitral Tribunal in accordance with the SCC-Rules, taking into account with respect to evidentiary proceedings the general principles of the forum arbitri. In the event that the amount in dispute of the claim is below EUR 200,000.00 (Two Hundred Thousand Euros) a Sole Arbitrator shall be appointed in accordance with the SCC-Rules; counterclaims or set-off defenses by a respondent are not permitted in such case.

18.4 Neither Party will be held responsible for failure or delay in the performance of any obligation under these GTCs, with the exception of the obligation to pay fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire, pandemics, epidemics, Coronavirus outbreak, or other loss of facilities, accident or any other cause beyond its control (each, a "**Force Majeure Event**"). If the performance of any obligation under these GTCs by either Party is prevented, restricted or interfered with by reason of a Force Majeure Event, the Party whose performance is so affected, upon giving prompt notice to the other Party, will be excused from such performance to the extent of such Force Majeure Event, provided that the Party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.