



Olink Proteomics AB

General Terms and Conditions for the Purchase and Licensing of Olink® Flex Kits

1. GENERAL

1.1 These general terms and conditions (“GTCs”) govern Olink Proteomics AB/Olink Proteomics Inc. (“Olink”) sale, licensing and delivery of Kits (as defined below) to customers (“Customer”).

1.2 These GTCs and the relevant quote issued by Olink (“Quote”) for the sale of Kits and/or any consumables necessary for the use of Kits (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 Prior to the Quote, including these GTCs, being issued Customer has provided Olink with a request for a quote through Olink’s online design platform “Insight”. The Quote and GTC are a non-binding offer from Olink. The Agreement will only become binding upon Olink when Olink have confirmed, in writing, its acceptance of the Purchase Order issued by Customer referencing the Quote. Olink reserves the right to reject orders based on availability and assay compatibility, among other reasons. Olink will inform Customer immediately if it is unable to complete an order. Once accepted by Olink, 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 set forth herein 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 jurisdiction, 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 to the bank account specified in the invoice.

3.5 Each payment under this 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.



4. ACCEPTANCE OF KITS

4.1 Each Olink® Flex panel kit consists of reagents for high-throughput multiplex immunoassays that measure Customer selected proteins simultaneously, using the patented Proximity Extension Assay (PEA) technology coupled with qPCR 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 shall take all reasonably necessary actions to prevent further damage to non-conforming 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) 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 notify 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 Section 5.2 below) the requirements and time limits described in this Section 4 shall apply from the third party’s receipt of Kits if Kits are shipped to such third party directly.

5. USE OF KITS AND OLINK’S SOFTWARE SOLUTIONS

5.1 Kits may only be used for research purposes and may not be used for diagnostic or clinical decision making. Any results or other readout from software provided by Olink is not medical advice.

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 Kits without the prior written consent of Olink.

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

5.4 Customer shall exclusively use software provided by Olink, including Olink® NPX Explore, NPX Signature and MyData/NPX Explore Cloud (“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. 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 or pg/mL). Any intermediate data generated during analysis, including but not limited to Ct-values, 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 any underlying ideas, techniques, or functionalities of the Kits 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 and/or Olink’s Software Solutions to provide services to third parties or directs a third party to use the Kits and/or Olink’s Software Solutions to perform analysis using the Kits and deliver analysis data to Customer, Customer shall ensure that such third parties are subject to and comply with the restrictions set forth in these GTCs, as applicable. 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. Customer agree and acknowledge that Olink shall not be liable for any damages arising out of third party use of the Kits and/or Olink’s Software Solutions and Customer takes full responsibility and all liability for its use of the Kits and/or Olink’s Software Solutions in providing services to its customers. Customer agree to indemnify Olink for any third party claims arising out of its use of the Kits and/or Olink’s Software Solutions.

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 this Section, 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 (including standard operating procedures and product instructions and labeling) provided by Olink. 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 training 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 or intellectual property, including those embodied in the Kits (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, and (b) use Olink's Software Solutions solely for performance of analysis utilizing the Kits, for research purposes, not including diagnostic purposes. 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.

7.3 For the avoidance of doubt, the Customer's contribution to the selection of assays included in the Kit shall in no way transfer any ownership of the combination of assays to Customer, confer any exclusivity to use such combination upon Customer nor prevent Olink from providing the same or similar combination of assays to other customers.

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. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT.

10. CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information, including the composition of the Customer's selection of assays in the Kit. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason. 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.

11. 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.

12. MISCELLANEOUS

12.1 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

12.2 This Agreement is binding on and inure to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assignees.

12.3 This 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 this Agreement 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.

12.4 Neither Party will be held responsible for failure or delay in the performance of any obligation under this Agreement, 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 this Agreement 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.