



# Analysis Service Work Order (USA)

## AGREEMENT

QUOTE NUMBER \_\_\_\_\_

CUSTOMER PO (if applicable) \_\_\_\_\_

### ANALYSIS SERVICE AGREEMENT BETWEEN

Olink Proteomics

Customer

Olink Proteomics AB

Org. No. 559046-8632

Dag Hammarskjölds väg 52B

SE-752 37 Uppsala

SWEDEN

### SCOPE OF WORK

Under this work order ("Work Order"), Olink Proteomics ("Provider") will provide a protein biomarker analysis service for the Customer using Olink® panels. The Customer is required to submit some mandatory information about the samples (in the '**Sample Form**' section of this Work Order). Samples can be shipped once both Parties have signed the Work Order. Provider will commence the analysis as soon as samples have arrived at the Analysis Service. Estimated delivery of work deliverables is within 4-8 weeks from samples arriving at the Provider. The Customer will be invoiced upon completion of the work deliverables. Samples will be stored at Provider for 5 months after completion of the analysis. Provider will then contact the customer to check whether they plan to analyze additional panels, or if they wish Provider to discard the samples.

### WORK DELIVERABLES

- Data report for the study, which includes an explanatory presentation of the data
- Data from the analyzed protein biomarkers, presented in Normalized Protein eXpression (NPX) units
- Offer of a follow-up presentation of the data

### AGREEMENT AND DOCUMENTATION

This Analysis Services Agreement is entered into between the parties set out above and is comprised of this Work Order and the Sample Manifest (see separate file). This Agreement must be signed and confirmed by the parties before shipment of samples to Provider. Please complete and return a scanned version (minimum pages 1 and 2) of this '**Work Order**' along with the separate '**Sample Manifest**' file. Upon confirmation by Provider, please ship samples and forward the tracking number. Please send all documents, information and questions to [service\\_boston@olink.com](mailto:service_boston@olink.com) or call +1 617-393-3943.

### ACCEPTED AND AGREED

Olink Proteomics AB

Customer

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# SAMPLE FORM



CONFIDENTIAL

QUOTE NUMBER \_\_\_\_\_

### SELECT PANEL(S)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Cardiometabolic | <input type="checkbox"/> Cardiovascular II | <input type="checkbox"/> Cardiovascular III |
| <input type="checkbox"/> Cell Regulation | <input type="checkbox"/> Development       | <input type="checkbox"/> Immune Response    |
| <input type="checkbox"/> Immuno-Oncology | <input type="checkbox"/> Inflammation      | <input type="checkbox"/> Metabolism         |
| <input type="checkbox"/> Neurology       | <input type="checkbox"/> Oncology II       | <input type="checkbox"/> Organ Damage       |

### SAMPLE TYPE

- |  |                                      |   |
|--|--------------------------------------|---|
| <input type="checkbox"/> Serum                         | <input type="checkbox"/> EDTA plasma | <input type="checkbox"/> Citrate plasma |
| <input type="checkbox"/> Heparin plasma                | <input type="checkbox"/> Cell lysate | <input type="checkbox"/> Tissue lysate  |
| <input type="checkbox"/> Other (please specify): _____ |                                      |   |

NUMBER OF SAMPLES (#samples in shipment)

\_\_\_\_\_

SHORT DESCRIPTION OF SAMPLES (healthy/pathological, type of disease, etc)

\_\_\_\_\_

### RISK ASSESSMENT OF SAMPLES

Have samples been tested for HIV, Hepatitis B and C or other blood-borne diseases?

- Yes      if 'Yes', please state:     Positive     Negative
- No       Comment: \_\_\_\_\_

### PLATE LAYOUT & RANDOMIZATION OF SAMPLES

- Randomized in plates, ready to use                       Randomized in tubes, ready to transfer to plates\*
- Other (please specify)\*: \_\_\_\_\_

\*Please note that an hourly charge can be added if additional preparations are needed.

### ESTIMATED SHIPPING DATE

\_\_\_\_\_

Please provide the tracking number to [service\\_boston@olink.com](mailto:service_boston@olink.com) upon shipment of the samples.

**SHIPPING ADDRESS**

Olink Proteomics / Analysis Service  
201 Dexter Avenue  
Watertown, MA 02472-4228  
USA

Contact person: Jennifer Sawyer  
Phone: +1 617-393-3943

# SAMPLE PREPARATION AND SHIPMENT TERMS

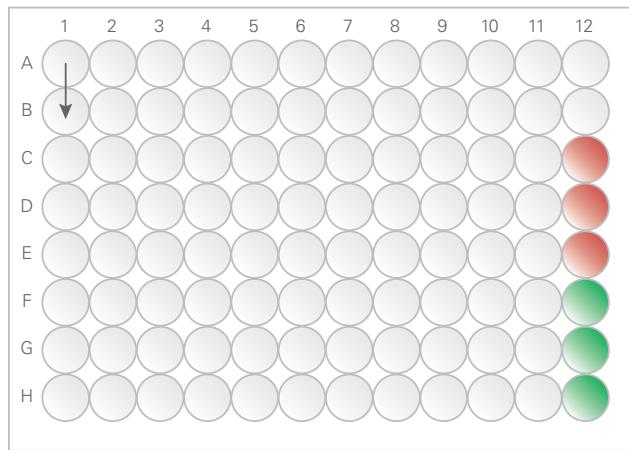


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## SAMPLE PREPARATION

- Supply  $\geq 40 \mu\text{L}$  of each sample in temperature resistant, non-protein binding plastics. Use a 96-well PCR plate format, preferably with full skirt (e.g. Sarstedt #72.1980.202 with seal from Life Technologies #4306311 or the biobanking system from Matrix, Thermo Fischer). For cell or tissue lysates, please visit our [document download center](#) to view the latest version of the Olink User Manual and ensure **equal** total protein concentration in all samples.
- Ensure that your samples are **randomized** so that sample groups are balanced across and within plates. Olink's standard procedure is to normalize across plates. If any other sample order is requested, please specify this as alternative procedures might be needed. If you are unable to comply with the 96-well format or do not randomize your samples, we can transfer and/or randomize them at an hourly cost. Please contact [Service@olink.com](mailto:Service@olink.com) for further details.
- Ensure that each well is separately sealed using an adhesive film or individual seals.
- Clearly mark sample plates or tubes with for example a simple alphanumeric code that you can later identify ("A, B, C", "1, 2, 3", or "A1, A2, A3") using temperature resistant labels or marker pen.

## PLATE LAYOUT



For >180 samples: leave A12-H12 (12<sup>th</sup> column) empty for controls supplied by Olink.

For <180 samples: leave C12-H12 empty.

● Negative Control   ● Interplate Control   ● Samples

## SHIPPING

Samples should be shipped **on dry ice**, sufficient for shipment to Sweden. Please contact your local courier for detailed information.

- Make sure the plates are securely sealed, add extra adsorption paper in case of leakage and make sure to place the samples in a sealed bag.
- Please contact your preferred courier for local regulations regarding appropriate labeling for risk assessment and shipment of your human samples on dry ice.
- Samples will be examined at Provider upon arrival and stored at  $-80^{\circ}\text{C}$ .

## SAMPLE MANIFEST (SEPARATE EXCEL FILE)

Add the sample names/identification numbers and any additional information (e.g. groups for comparison) in the '**Sample Manifest**' file. Please provide only one '**Sample Manifest**' for the entire study. Return the file to [service\\_boston@olink.com](mailto:service_boston@olink.com).



# GENERAL TERMS AND CONDITIONS

## 1. General

These general terms and conditions ("GTCs") shall together with each work order ("Work Order") and any documents attached to the Work Order constitute the agreement ("Agreement") which shall govern Olink Proteomics AB's ("Provider") performance of laboratory services ("Services") to the customer ("Customer"). By requesting the Services, Customer accepts these GTCs and any divergent or supplementary terms and conditions provided by Customer are not accepted and shall be excluded in their entirety.

## 2. Performance of Services

**2.1** Provider will perform the Services in a safe and ethical manner, including the storage, handling and disposal of any hazardous materials and the treatment of animals, and in accordance with (i) the specification set out in each Work Order; (ii) applicable laws or regulations; and (iii) generally accepted and applicable professional standards of service.

**2.2** The scope of the Services in each case shall be specified in the Work Order and Customer is solely responsible for ascertaining that the Services are duly described in the Work Order in accordance with the requirements of Customer and for providing all necessary information and documentation for the performance of the Services. Furthermore, Customer is solely responsible for making sure that the results of the Services are suitable for Customer's intended use.

**2.3** Provider shall provide Customer with reports detailing the progress and other information pertaining to the Services as set forth in each Work Order or as reasonably requested by Customer from time to time.

**2.4** Provider will store all batch records, analytical procedures, testing and quality control records relating to a particular Work Order for ten (10) years following completion of the relevant Services. Thereafter, the records may be destroyed or continued to be stored at Customer's request and expense.

## 3. Price and Payment

**3.1** Provider will invoice Customer for Services performed as set forth in the applicable Work Order and for all reasonable costs incurred by Provider related to the performance of the Services. All prices are excluding VAT and any other taxes, charges or fees, shipping and handling, which shall be borne by Customer.

**3.2** Customer shall pay all amounts due within thirty (30) days of Customer's receipt of invoice in the currency specified in the invoice. Each payment under a Work Order is a separate transaction, and Customer may not set-off such payments against other payments. Upon late payment, without affecting Provider's other rights, Provider may suspend delivery or cancel the Work Order, reject any future Work Orders, and charge Customer a late-payment charge, from the due date until paid, at the monthly interest rate of one-half (1.5%) percent of unpaid payment or, if less, the maximum amount allowed by law. Provider 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. Materials Transfer

**4.1** Customer shall provide Provider with materials necessary for the performance of the Services. All such materials, provided to Provider by Customer will remain Customer's property and will only be used by Provider to perform the Services.

**4.2** Customer is required to fully identify all necessary materials in the applicable Work Order. Customer shall provide or commission the provision of sufficient supplies of all such required materials to Provider in due time in order for Provider to perform the Services. Customer is solely liable for any delays and increased costs due to insufficient specification or supply of materials to Provider.

**4.3** If Customer provides materials and requires Provider to use these in the Services, then Customer shall indemnify Provider against any third party claims that Provider's use of such materials or processes in performance of the Services infringes a third party's intellectual property rights.

**4.4** Customer represents and warrants that any material provided to Provider will conform to the overall description, features, function and specifications set forth in the relevant Work Order and that all materials provided to Provider will be compliant with any applicable ethical approval policies, informed consent forms and institutional review board approvals.

**4.5** Provider shall follow any applicable instructions from Customer, comply with applicable law and use reasonable care in the use, handling, storage, transportation and disposition and containment of the materials.

**4.6** Upon completion of the Services or termination of the Agreement, Customer shall promptly provide written notice of whether any remaining materials shall be disposed or transferred to Customer, at Customer's cost.

**4.7** Customer shall insure any materials provided to Provider and Provider shall not be liable for loss or damage to such material.

## 5. Data Transfer

**5.1** Customer may not include any personal information that relates to an identified or identifiable person in the information, data and materials

provided to Olink, unless strictly necessary for the performance of the relevant Services and contingent on agreement in advance by Provider to accept such personal information. If Provider has accepted to receive personal information, Olink will comply with any data protection laws and regulations in force when processing such data during the performance of the Services.

**5.2** If Customer requires any specific procedures regarding the treatment of data under a Work Order, in addition to applicable laws and regulations, including the introduction of a data transfer agreement, such requirements must be explicitly included in the applicable Work Order, and will be subject to costs when outside the standard services provided by Provider.

## 6. Intellectual Property

**6.1** Customer owns all biological and other material, data and reports produced by Provider as part of the Services, including any discoveries or inventions, whether patentable or not, that arise out of Provider's performance of the Services, to the extent that such results relate exclusively to Customer's intellectual property and do not rely on Provider's confidential information and/or intellectual property. Provider will promptly notify Customer of any such invention or discovery. For services consisting of laboratory analyses of samples, Customer's rights will include both the results of the testing of samples and associated reports, i.e. assay data, and materials generated during testing, including tapes, printouts, data sheets, images, and the like, i.e. raw data. Notwithstanding Customer's ownership as described above, Provider shall have the right to use information about the type of materials (e.g. antibodies and antigens) used by Provider to set up assays for Customer for Provider's own general product development and/or quality control purposes.

**6.2** Any materials, methodologies, processes, computer software and code, standard operating procedures, software, personnel information, or intellectual property used by Provider or supplied to Customer in connection with the Services (including modifications and/or improvements thereof, whether patentable or not), will remain Provider's property. Furthermore, Provider retains and shall own all future rights, title and interest in and to the any and all inventions, processes, technology, know-how, trade secrets, improvements, other intellectual properties and other assets that have been developed by Provider, including but not limited to all results of the Services which include Provider's property, which shall be the sole and exclusive property of Provider. Customer covenants and agrees not to make any claim to all or any portion of the Provider property.

## 7. Delays

Unless specifically agreed otherwise by Provider, all delivery dates and times set out in a Work Order are estimates only. Provider will try to meet any such specified delivery dates, depending on availability and any lead times that may apply. Provider will promptly inform Customer of any anticipated deviation from the time plan, the reasons and effects thereof, however, Customer may not hold Provider liable for any losses, expenses or damages caused by a delivery after a stated delivery date unless explicitly agreed by Provider. If Customer delays a Work Order or suspends performance of a Work Order, Customer shall be liable to pay all costs and expenses incurred by Provider due to the delay and the parties will adjust all timelines to reflect additional time required due to the delay or suspension.

## 8. Inspections and Audits

Customer may, upon at least thirty (30) days' prior written notice to Provider, inspect and audit Provider, its facilities and any documents relating to the Services, however, only as necessary to ensure that the Services are being performed in accordance with the applicable Work Orders and applicable laws and regulations. Inspections and audits shall be conducted during normal business hours.

## 9. Limited Warranties and Limitation of Liability

Provider provides the Services without warranty, express or implied, in particular regarding the outcome or the results of the Services and any statistical analysis that may be provided with the results. To the maximum extent permitted by law, Provider shall not be liable to Customer, whether in tort, contract or otherwise, for any special, punitive, indirect or consequential losses (including, without limitation, lost profits and loss of data). Notwithstanding anything to the contrary, Provider's aggregated liability, howsoever arising, shall in no event exceed the compensation which at that time has actually been received from Customer under the applicable Work Order.

## 10. Force Majeure

A party shall not be liable for delays and damages to the extent and for so long as such that such performance is actually prevented or substantially impaired by an event over which that party has no ability or authority to effectively control or influence, including but not limited to riots, strikes, wars, insurrection, rebellions, terrorist acts, civil disturbances, dispositions or orders of governmental authorities, earthquake, freeze, storm, explosion, fire, flood, inability to obtain equipment, supplies or fuel. A Force Majeure event suffered by a subcontractor shall also discharge the affected party from liability.

## 11. Confidentiality

Provider and Customer shall each keep confidential all material and information received from the other party, however, only if conspicuously marked as confidential and only disclose it to its employees and advisers and only use such material or information as necessary to exercise its rights under Agreement or for the purpose of collaborating in the performance of the Services. These restrictions will end five (5) years after the disclosure of such information. The confidentiality and non-use obligation shall, however, not be applied to material and information which, (a) is generally available or otherwise public; (b) the party has received from a third party without any obligation of confidentiality; (c) was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; or (d) a party has independently developed without using material or information received from the other party.

## 12. Subcontractors

Provider may, without Customer's prior consent, use subcontractors for the performance of the Services or part thereof. Provider shall always be responsible for any work of subcontractors retained directly by Provider, however, Provider shall not be responsible for work by subcontractors retained due to a request by Customer.

## 13. Termination

**13.1** The parties shall be entitled to terminate any Work Order upon notification of termination to the other party if (i) the other party fails to perform or otherwise is in breach a material obligation under the Agreement, including under a specific Work Order, considering that if Customer fails to make timely payments pursuant to the Agreement, such non-payment shall always be considered material breach of agreement; and (ii) the other party goes into liquidation or files or has filed against it, a petition for bankruptcy, makes an assignment for the benefit of creditors, has a receiver appointed for it or any of its assets, or otherwise takes advantage of or is subject to any statute or law designed for relief of debtors. Termination shall become effective if the breaching party does not cure breach within thirty (30) days of the written notice and shall be without prejudice to any damages or any other remedy which the terminating party may have as a consequence of the cause of such termination. Termination will be without prejudice to any rights which may have accrued to either party before termination.

**13.2** Upon termination, Provider shall be entitled to compensation and costs for any work performed and any additional work as reasonably necessary as a result of the termination and winding down of the activities under a Work Order or as otherwise agreed by the parties.

**13.3** The rights and obligations of the parties under the Agreement, which by intent or meaning have validity beyond such termination, shall survive the termination of a Work Order or the Agreement.

## 14. Miscellaneous

**14.1** The Agreement shall be deemed effective when (i) the parties have agreed and signed a work order; or (ii) Provider has accepted a Customer request for Services in writing; or (iii) when Provider has initiated performance of the Services requested by Customer. The Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and permitted assigns.

**14.2** If any provision of these GTCs is invalid or is unenforceable, the parties intend that the remainder of the GTCs will be unaffected.

**14.3** Customer acknowledges that Provider is in the business of providing services for a variety of organizations other than Customer. Accordingly, nothing in this Agreement shall preclude or limit Provider from providing services or developing products for itself or other customers, or from utilizing the general knowledge gained during the course of its performance hereunder or improvements to Provider property to perform similar services for other parties.

**14.4** In the event that any communication is issued to Provider by Customer, the issuance of such communication or direction shall be conclusively presumed to have been approved and authorized by Customer without the need for Provider to confirm such approval or authorization with Customer.

**14.5** Neither party may assign the Agreement, or any portion thereof, to any third party, without the other party's consent, except that Provider may assign its right to receive payment hereunder.

**14.6** In case of discrepancy between the terms of these GTCs and the terms of any duly signed Work Order, the terms of the Work Order shall prevail.

**14.7** Olink is an independent contractor responsible for its own employees and shall independently conduct the performance of all Services.

## 15. Governing Law

The Agreement, including these GTCs, shall be construed and determined by the substantive laws of Sweden, without regard to provision on the conflict of laws.

## 16. Dispute resolution

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 the district court of Uppsala, Sweden, in the first instance.

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