

Analysis Service Agreement

OLINK® EXPLORE 1536



All fields are mandatory unless stated as optional.

Quote number: 123456 Customer ID or PO (optional): R1245-96 Customer's project number (optional): 72947204

Contact person/s for Deliverables (name and e-mail): Julia Employee julia.employee@olink.com, Gary Employee gary.employee@olink.com

Parties: **Olink Proteomics AB** **Customer (organization): Olink Proteomics** VAT number (optional if outside EU): SE6963498792834982
Org.No.559046-8632
Uppsala Science Park, E-mail for invoicing (optional): anne.employee@olink.com
SE-751 83 Uppsala
SWEDEN
Billing address: Uppsala Science Park, SE-751 83 Uppsala, Sweden

Agreement and scope

This Analysis Service Agreement ("Agreement") is entered into between the parties set out above (individually, a "Party" and collectively, the "Parties") for the provision of Olink® Explore 1536 protein biomarker analysis services ("Services"). Services shall be provided by Olink Proteomics AB itself, or through its wholly owned US subsidiary (collectively "Olink"). Services are provided for research use only and not for use in diagnostic procedures. This Agreement is comprised of the Sample Form (Attachment A), Olink's General Terms and Conditions including its appendices (the "GTCs") (Attachment B) and the Sample Preparation and Shipment Terms (Attachment C). Any divergent or supplementary terms and conditions contained in a purchase order from Customer shall be invalid if not explicitly agreed to in writing, and duly signed by both Parties. This Agreement must be duly signed by the Parties before shipment of Samples to Olink. Customer shall complete and return a scanned version of this Agreement along with the Sample Manifest (provided as a file) by uploading the documents to the Customer's account at the secure cloud-based service (explained in section "Delivery and completion of Services") (see Attachment A) before shipping the Samples.

Samples and sample information

Customer shall provide samples of human plasma or serum (the "Samples") to be used by Olink in the performance of Services. Olink® Explore 1536 analysis is validated for EDTA plasma and serum. Except when Parties agree otherwise, Customer will, before shipping, prepare Samples for Services and shipping in accordance with Olink's instructions set forth in the Sample Preparation and Shipment Terms. Upon instructions from Olink, Customer will ship Samples and forward the tracking number to the relevant address as stated in the Sample Form. After completion of the Services, Olink will handle any remaining Samples as agreed and as set out in the Sample Form; discard (free of charge), return to Customer (at an additional cost) or store (at an additional cost).

Deliverables

Olink will provide the analysis results in reports/documents and formats as stated below, each a "Deliverable" and collectively "the Deliverables".

- The Certificate of Analysis (a summary report)
- Data from the analyzed protein biomarkers presented in Normalized Protein eXpression (NPX) units

Delivery and completion of Services

The Deliverables will be provided to Customer via a secure cloud-based service located at eu.mydata.olink.com for Services performed in Uppsala, or to us.mydata.olink.com for Services performed in Boston. Customer will receive login credentials and information about the cloud-based service, where customers must have an account ("MyData account") in order to receive the Deliverables. The Deliverables are provided to Customer and the Services are deemed completed when Olink has uploaded the Deliverables to Customer's MyData account and has provided written notice to Customer's Contact Person set forth above.

Timeline

Olink will commence the analysis as soon as Samples and all information necessary for the analysis of Samples have arrived at Olink's premises. Estimated delivery of Deliverables is normally within 4-8 weeks from analysis initiation.

Payment and invoicing

Customer shall pay the agreed price for Services as stated in the Quote. Olink will invoice Customer upon completion of the Services.

Miscellaneous

This Agreement may be executed by the Parties in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which shall constitute one and the same agreement. The Parties agree that this Agreement, if affixed with a digital signature or signed and submitted by e-mail as a scanned document, or uploaded as a signed document to the MyData account, will be deemed an original signed Agreement binding on the Parties. Each Party hereto has caused this Agreement to be executed in English, effective as from the date of the last signature below ("Effective Date"), by its duly authorized representative. The individuals executing this Agreement are duly authorized representatives with proper authority to bind their respective companies.

Olink Proteomics AB

Name: _____
Signature: _____
Date: _____

Customer

Name: Ann Employee
Signature: _____
Date: 2020-06-03

Attachment A: Sample form



All fields are mandatory unless stated as optional.

Quote number: _____

Product

Olink® Explore 1536

Sample type

Human serum Human EDTA plasma Human citrate plasma Human heparin plasma

Number of samples in shipment: _____

Short description of samples (optional): _____

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: _____

Sample container and randomization of samples

Please note that if samples are not delivered in 96-well plates, we will need to transfer the samples at an additional hourly cost*. Randomization refers to the random assignment of samples to plates and wells where the experimental variables of interest (e.g. case, control, treatments) are distributed over all plates included in the study (See [Olink Sample randomization FAQ](#)). Olink Analysis Service can perform randomization of samples at an additional hourly cost*.

PCR-plate (96-well) Tubes (please contact [Uppsala](#) or [Boston](#) for sample manifest) Other (please specify below)

Samples randomized and ready to use Samples to be plated and randomized by Olink

Other (please specify below) Other (please specify below)

Other: _____

*Sample preparation (plating and randomization) hourly cost: 270 EUR/216 GBP/330 USD/2480 SEK

Comparison of multiple studies

Are reference samples supplied for bridging/normalization included?

Yes No

Please contact your business development manager for any questions.

Place of analysis

Uppsala (Service@olink.com) or Boston (Service_Boston@olink.com)

Send the tracking number to the selected site. Print out this page and place inside the parcel for identification purposes.

Estimated shipping date: _____

| Shipping address (UPPSALA) | Shipping address (BOSTON) |
|--|--|
| Olink Proteomics / Analysis Service Uppsala Uppsala Science Park Dag Hammarskjölds väg 54A SE-752 37 Uppsala SWEDEN Contact person: Lena Lindbom Phone: +46 730 66 02 03 | USA Olink Proteomics / Analysis Service Boston 65 Grove Street Suite 105 Watertown, MA 02472 USA Contact person: Caitlin Cala Phone: +1 617 393 3933 |

Sample handling after analysis

After completed analysis: Discard samples Return samples* Store samples at yearly cost*

* Sample storage 96-well plates (per plate/year): 90 EUR/80 GBP/100USD/900 SEK

Sample storage tubes (per tube/year): 2.5 EUR/2 GBP /3 USD/25 SEK

Handling fee return of Samples (1-1000) - Expenses for actual shipping cost will be added: 330 EUR/290 GBP /370 USD/3400 SEK

Handling fee return of Samples (>1000) - Expenses for actual shipping cost will be added: 430 EUR/380 GBP /490 USD/4400 SEK

Attachment B: General Terms and Conditions

EXAMPLE

1. General

These general terms and conditions (“GTCs”), its Appendices and the other Attachments to the Agreement shall govern Olink’s performance of the Services for the 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 Olink 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 the Agreement; (ii) applicable laws and 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 Sample Form and Customer is solely responsible for ascertaining that the Services are duly described in the Agreement 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 ensuring that the Deliverables are suitable for Customer’s intended use.

2.3 Olink shall provide Customer with reports detailing the progress and other information pertaining to the Services as set forth in the Agreement or as reasonably requested by Customer from time to time.

2.4 Olink will store all batch records, analytical procedures, testing and quality control records relating to the Agreement for ten (10) years following completion of the relevant Services. Thereafter, the records may be destroyed or continue to be stored at Customer’s request and expense.

3. Price and Payment

3.1 Olink will invoice Customer for Services performed and for all reasonable costs incurred by Olink related to the performance of the Services. All prices exclude 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. Each payment under the 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, reject any future agreement, 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. 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. Materials Transfer

4.1 Customer shall provide Olink with Samples necessary for the performance of the Services. All such Samples provided to Olink by Customer will remain Customer’s property and will only be used by Olink to perform the Services.

4.2 Customer is required to fully identify all Samples in the Sample Form. Customer shall provide or commission the provision of sufficient Samples to Olink in due time in order for Olink to perform the Services. Customer is solely liable for any delays and increased costs due to insufficient specification or supply of Samples to Olink.

4.3 Customer shall indemnify Olink against any third-party claims that Olink’s use of Samples or processes directed by Customer in performance of the Services infringes a third party’s intellectual property rights.

4.4 Customer represents and warrants that: (i) any Samples provided to Olink will conform to the overall description, features, function and specifications set forth in the Sample Form; (ii) any Samples provided to Olink are compliant with any applicable ethical approval policies, informed consent forms and institutional review board approvals; and (iii) Customer has the right to provide the Samples to Olink for provision of the Services.

4.5 Olink shall follow agreed upon written instructions from Customer, comply with applicable law and use reasonable care in the use, handling, storage, transportation and disposition and containment of the Samples.

4.6 Upon completion of the Services or termination of the Agreement, Olink shall comply with the Sample Handling After Analysis selection made by Customer in the Sample Form.

4.7 Customer shall insure any Samples provided to Olink.

5. Personal Data

5.1 Customer shall only provide fully anonymized or pseudonymized personal data relating to the Samples.

5.2 Olink will comply with all applicable data protection laws and regulations in force when processing such data during the performance of the Services.

5.3 Olink will only process such data in accordance with Customer’s written instructions under the Agreement, including Appendix 1 (and 2). Olink will not transfer personal data to a third country or an international organisation unless required to do so by law. In case of a legally required transfer, Olink shall inform Customer of such requirement before processing, unless prohibited by law. All Olink

staff who are authorized to process the personal data are committed to confidentiality. Olink has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with the processing. Olink shall not engage another processor without prior specific or general written authorisation of Customer. Olink will reasonably cooperate with Customer to fulfil its’ obligations to data subjects. Olink will reasonably assist Customer in ensuring compliance with requirements on security of processing. Olink will delete or return all the personal data to the Customer after completion of the Agreement unless law requires storage of the personal data.

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

6. Intellectual Property

6.1 Customer owns: (i) all Samples and Sample related data provided by Customer; (ii) data resulting from Olink’s analysis of the Samples in the form of NPX values (the “Results”); and (iii) any discoveries or inventions, whether patentable or not, that arise out of the Results. Notwithstanding Customer’s ownership as described above, Olink shall have the right to use information about the type of materials (e.g. antibodies and antigens) used by Olink to set up assays for Customer for Olink’s own general product development and/or quality control purposes.

6.2 Any materials, methodologies, processes, computer software and code, standard operating procedures, personnel information, or intellectual property used by Olink or supplied to Customer in connection with the Services (including modifications and/or improvements thereof, whether patentable or not), will remain Olink’s property. Furthermore, Olink retains and shall own as its own property, 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 Olink during the course of providing the Services, which do not incorporate or require the use of Customer’s Samples or the Results. Customer covenants and agrees not to make any claim to all or any portion of the Olink property.

7. Delays

Unless specifically agreed otherwise by Olink, all timelines set out in the Agreement are estimates only. Olink will try to meet any such specified timelines, depending on availability and any lead times that may apply. Olink will promptly inform Customer of any anticipated deviation from the timeline, the reasons and effects thereof, however, Customer may not hold Olink liable for any losses, expenses or damages caused by a delivery after a stated delivery date unless agreed by Olink in writing. If Customer delays the Agreement or suspends performance of the Agreement, Customer shall be liable to pay all costs and expenses incurred by Olink 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

8.1 Customer may, upon at least thirty (30) days’ prior written notice to Olink, inspect and audit Olink’s facilities and any documents relating solely to the Services and only as necessary to ensure that the Services are being performed in accordance with the Agreement and applicable laws and regulations. Inspections and audits shall be conducted during normal business hours. Olink may request that auditing personnel sign non-disclosure agreements to ensure regulatory and contractual confidentiality.

8.2 Olink will make available to Customer all information necessary to demonstrate compliance with its’ obligations under Clause 5.3 and will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by the Customer.

9. Limited Warranties and Limitation of Liability

Olink provides no warranty, express or implied, covering the Results and/or any statistical analysis that may be provided with the Results. To the maximum extent permitted by law, Olink 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, Olink’s aggregated liability, howsoever arising, shall in no event exceed the compensation which at that time has actually been received from Customer under the Agreement.

10. Force Majeure

A party shall not be liable for delays and damages to the extent and for so long as 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, or pandemics. A Force Majeure event suffered by a subcontractor shall also discharge the affected party from liability.

11. Confidentiality

Olink and Customer shall each keep confidential all material and information received from the other Party, however, only if conspicuously marked as confidential. 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, (i) is generally available or otherwise public; (ii) the Party has received from a third Party without any obligation of confidentiality; (iii) 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 (iv) a Party has independently developed without using material or information received from the other Party.

12. Subcontractors

Olink may, without Customer's prior consent, use subcontractors for the performance of the Services or part thereof. Olink shall always be responsible for any work of subcontractors retained directly by Olink.

13. Termination

13.1 The Parties shall be entitled to terminate the Agreement upon notification of termination to the other Party if (i) the other Party fails to perform or otherwise is in breach of a material obligation under the Agreement, considering that if Customer fails to make timely payments pursuant to the Agreement, such non-payment shall always be considered material breach of agreement; or (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 the breach within thirty (30) days of written notice. Termination will be without prejudice to any rights which may have accrued to either Party before termination.

13.2 Upon termination, Olink shall be entitled to compensation and costs for any Services performed and any additional work as reasonably necessary as a result of the termination and winding down of the activities under the Agreement, 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 the Agreement.

14. Miscellaneous

14.1 The Agreement shall be deemed effective when the Parties have agreed and signed the Agreement; The Agreement will be binding upon the Parties, for 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 remainder of the GTCs will remain in effect.

14.3 Customer acknowledges that Olink is in the business of providing services for a variety of organizations other than Customer. Accordingly, nothing in this Agreement shall preclude or limit Olink from providing services for other parties or otherwise conduct its business.

14.4 In the event that any communication is issued to Olink 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 Olink 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 Olink may assign its right to receive payment hereunder.

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

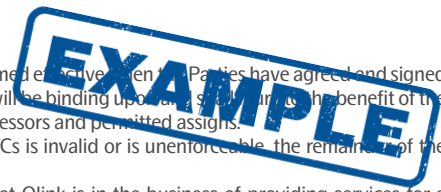
14.7 Customer accepts that the Deliverables are provided to Customer by being uploaded to a designated secure cloud based service and that Customer will receive a notification to a designated email address when the upload is finished. Customer acknowledges that having an account at the cloud based service designated by Olink is necessary in order to receive the Deliverables.

15. Governing Law

The Agreement 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.



Appendix 1 to the General Terms and Conditions (GTCs)



Specifications of the processing of personal data

- Purposes**
Storage and protein biomarker discovery by Olink to identify proteins that have capabilities in characterizing or defining health or disease for transfer of the results to Customer.
- Categories of personal data**
Sample ID/Pseudonymized Subject ID.
Biometric data (analysis results).
- Categories of data subjects**
A combination of healthy persons and persons with various disease states.
- Processing activities**
Laboratory analyses, storage and transfer of data.
- Location for the processing of personal data**
Olink's laboratory at Uppsala Science Park in Uppsala, Sweden or Olink Proteomics Inc.'s laboratory in Watertown, Massachusetts USA, if that is the chosen Place of Performance (see Appendix 2).
- Data protection**
Pseudonymised/de-identified samples in tubes or plates will be provided to Olink.

Appendix 2 to the GTCs

Pre-approved sub-processor for Boston Service.

| Sub-processor | Location of processing |
|-----------------------|---|
| Olink Proteomics Inc. | 65 Grove Street Watertown, MA 02472 USA |



www.olink.com

Olink Proteomics AB, Dag Hammarskjölds väg 52B, SE-752 37 Uppsala, Sweden

Attachment C: Sample Preparation and Shipment Terms



Pre-processing of blood samples

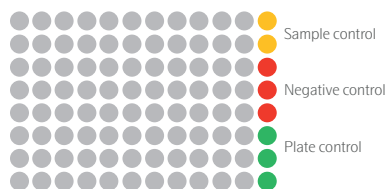
Serum and plasma need to be prepared, aliquoted and frozen prior to shipping. Whole blood or unprocessed serum/plasma samples cannot be sent. Please follow the advice provided in our white paper Pre-analytical variation in protein biomarker research for how to pre-process serum and plasma samples. Download it from www.olink.com/white-papers.

Sample preparation

- Supply **≥40 µL** of each sample in temperature-resistant, non-protein binding plastics. Maximum **100 µL**.
- 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 Fisher). All need to be -80°C, dry-ice resistant and easily resealable.
- Ensure that your samples are **randomized** or in the order ready to be run and compatible with our plate layout, (see below).
- 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.
- Ensure that each well is **separately sealed** using an adhesive film or individual seals.
- **Clearly mark** sample plates/tubes with 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**.
- Use **pseudonymized** sample identification names/numbers, no duplicate names are allowed.
- **Plates**; use the same plate ID in the Sample Manifest as is clearly labeled on the plate. **Tubes**; sample ID on the tube needs to correspond to sample ID in the Sample Manifest.
- *Note*: Empty wells scattered within the plates will be charged as samples.

Plate layout

Leave **A12-H12** (12th column) empty for controls supplied by Olink. Start in A1 and fill samples **column wise**.



Sample manifest (a sample log provided in an Excel file)

Fill out the *Sample Manifest* and upload to the Customer's MyData account at Olink's cloud based service. Please clearly state the quote number in the file name. The *Sample Manifest* must be uploaded **before** sending the samples.

- Fill out Olink's *Sample Manifest* with **Plate ID** (labeling name on your sample plate), **Well ID** (well number on the sample plate for the specific sample) and **Unique Sample ID** (name of the sample, please ensure that each sample name only occur once).
- Choose the **Sample type** for each sample from the list in the column named *Sample type* and the volume supplied in *Sample volume*.
- Any additional information regarding the samples can be filled out in the column named *Additional information* (optional).
- Fill out **one** *Sample Manifest* file per study/quote and in **one** sheet of the Excel file. If you have **multiple** plates, place them after each other in the same sheet.
- Use **Unique Sample ID**. For duplicate samples/names, add an extra discriminator (i.e. Sample A_1 and Sample A_2).
- Use <30 characters (a-z, 0-9, _-#%()) including spaces. Do not use ";", ",", or new line.

If the above is not adhered to or otherwise incorrect, the Sample Manifest will be returned to the customer. This could delay the analysis of your samples and cause additional costs.

Shipping

- Samples should be shipped **on dry ice**, sufficient for shipment to the appropriate Analysis Service lab.
- 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.
- Ensure that the heavy dry ice will not damage the samples during shipment.
- Contact your preferred courier for local regulations regarding appropriate labelling for risk assessment and shipment of your human samples on dry ice.
- **Place a document referencing the Quote number identifying the samples and the project they belong to (for example a copy of Attachment A).**
- Send the tracking number and courier company name to the corresponding service unit; Service@olink.com or Service_Boston@olink.com and add quote number in the communication.
- *Note*: Our business hours are Mon-Fri 8 a.m. to 5 p.m.
- Upon arrival, the samples and documents will be examined, and you will receive a confirmation email. Samples will be stored at -80°C.