

# Analysis Service Agreement



OLINK® EXPLORE

All fields are mandatory unless stated as optional.

Quote number: \_\_\_\_\_ Customer ID or PO (optional): \_\_\_\_\_ Customer's project number (optional): \_\_\_\_\_

Contact persons for Deliverables (name and e-mail): \_\_\_\_\_

List all contacts that should have access to data

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

## 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 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 and the Quote as referenced above). 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 (the "Samples") to be used by Olink in the performance of Services. Olink® Explore analysis is [validated](#) for human plasma and serum. Other sample types have been shown to be compatible with the technology. For more information, please contact [support@olink.com](mailto:support@olink.com). 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 the form 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](http://eu.mydata.olink.com) for Services performed in Uppsala, or to [us.mydata.olink.com](http://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. Olink may provide login credentials to additional Customer Contacts upon receipt of Customer's signed, written request. 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.

<b>Olink Proteomics AB</b>	<b>Customer</b>
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

# Attachment A: Sample form

All fields are mandatory unless stated as optional.

Quote number: \_\_\_\_\_

Product: Olink® Explore

Select panel(s):

- Explore 3072** (includes all eight separate panels: Explore 384 Inflammation, Explore 384 Inflammation II, Explore 384 Cardiometabolic, Explore 384 Cardiometabolic II, Explore 384 Neurology, Explore 384 Neurology II, Explore 384 Oncology and 384 Explore Oncology II)
- Explore 1536** (includes all four separate panels: Explore 384 Inflammation, Explore 384 Cardiometabolic, Explore 384 Neurology and Explore 384 Oncology)
- Explore 384 Inflammation       Explore 384 Cardiometabolic       Explore 384 Neurology       Explore 384 Oncology
- Explore Expansion** (includes all four separate panels: Explore 384 Inflammation II, Explore 384 Cardiometabolic II, Explore 384 Neurology II and Explore 384 Oncology II)
- Explore 384 Inflammation II       Explore 384 Cardiometabolic II       Explore 384 Neurology II       Explore 384 Oncology II

Sample type (human)

- Serum     EDTA plasma     Citrate plasma     Heparin plasma     CSF     Urine     Ocular fluid (aqueous / vitreous humor)
- Other\*, please specify: \_\_\_\_\_

\*Other sample types are also compatible with Olink technology but may require a pilot study to determine optimal sample dilutions. Only previously tested sample types can be sent to Olink using this Analysis Service Agreement. Please contact Olink Support [support@olink.com](mailto:support@olink.com) for information and guidelines.

Number of samples in shipment: \_\_\_\_\_

Number of samples to analyze (if different than the 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 from tubes 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 only from tubes at an additional hourly cost\*.

- PCR-plate (96-well)       Tubes (please contact Uppsala ([service@olink.com](mailto:service@olink.com)) or Boston ([service\\_boston@olink.com](mailto:service_boston@olink.com)) for sample manifest and randomization instructions)       Other (please specify below)
- Samples randomized and ready to use       Samples to be plated and randomized by Olink
- Other (please specify below)       Randomized samples to be plated by Olink
- 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.

Preferred location of analysis\*\*

- Uppsala ([Service@olink.com](mailto:Service@olink.com))      or       Boston ([Service\\_Boston@olink.com](mailto:Service_Boston@olink.com))

\*\*Preferred location of analysis is not guaranteed. Olink may, upon written notice to customer, change place of analysis in its reasonable discretion.

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 56D SE-752 37 Uppsala SWEDEN  Contact person: Lena Lindbom Phone: +46 730 66 02 03	Olink Proteomics Inc / Analysis Service Boston 130 Turner St. Building 2, Suite 230 Waltham, MA 02453 USA  Contact person: Caitlin Cala or Katie Lazuk 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

## 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 all material respects 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 for research use only laboratories.

“**Applicable Laws**” means all statutes, laws, ordinances, regulations, rules, codes, constitutions, common laws, governmental orders, or other requirements or rules of law of any governmental authority applicable to this Agreement, the performance of a Party’s obligations under this Agreement, including in the provision of Services, or the exercise of Olink or Customer’s rights under this Agreement. The exclusive remedy in the event of Olink’s breach of such performance standards is reperformance of that portion of the Services that are materially affected.

2.2 The scope of the Services shall be specified in the Sample Form and Customer is solely responsible for ensuring 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 records of analytical reagents, 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 an 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 and a half (1.5%) percent of all unpaid amounts, or the unpaid payment or, if less, the maximum amount allowed by law, whichever is greater. 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. The Customer is solely liable for, and Olink is excused from any delay in the provision of Services or Deliverables and any increased costs due to insufficient specification of the Samples, insufficient supply of the Samples, or lack of viability or suitability for use of the Samples. 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.

4.8 When required for sub-contracting of the Services, Olink is allowed to transfer the Samples to Olink Proteomics Inc. and any other sub-contractor approved by Customer.

## 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 personal data in accordance with Customer’s written instructions under the Agreement, including Appendix 1 and Appendix 2 if Boston the place of analysis. Excluding Services where Olink Proteomics Inc will perform Services and a transfer is necessary, Olink will not transfer personal data to a third country unless so instructed by controller in writing or as required by law. When transferring personal data to Olink Proteomics Inc the standard contractual clauses of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council shall apply as agreed and adapted by Olink and Olink Proteomics Inc. 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 organizational measures to ensure a level of security appropriate to the risk associated with the processing as summarized in Appendix 1, with the exception of Olink Proteomics Inc. Olink shall not engage another processor without prior specific or general written authorization 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 applicable law requires storage of the personal data.

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

## 6. Intellectual Property

6.1 As between the Parties, Customer owns: (i) all Samples and Sample related data provided by Customer; (ii) the Deliverables and (iii) any discoveries or inventions, whether patentable or not, that arise out of its use of the Deliverables.

6.2 Subject to Customer’s ownership as described above, Olink shall have the right to use de-identified statistical data generated in performing the Services for the purposes of: (i) quality control, (ii) monitoring performance of Olink’s products and (iii) internal research and product development. For the avoidance of doubt this data would include (a) results from external control samples used in performing the Services, (b) results from built-in internal controls and (c) de-identified statistical data (assay detectability, LOD, range, sample type, plate patterns, sample dilutions etc.) from the Services but not the Deliverables as such.

6.3 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 Deliverables. 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 and 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 cooperate as reasonably necessary with 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 DELIVERABLES AND/OR ANY STATISTICAL ANALYSIS THAT MAY BE PROVIDED WITH THE DELIVERABLES. 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 will not be held responsible for failure or delay in the performance of any obligation under this Agreement, except for any payment obligations, if such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including such causes as acts of God, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, epidemics, pandemics, or other similar causes (each, a "**Force Majeure Event**"). If the performance of any obligation under this Agreement by a Party, except for payment obligations, 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 nonperformance and will continue performance hereunder with dispatch whenever such causes are removed.

#### 11. Confidentiality

Olink and Customer shall each keep confidential all information received from the other Party and Olink shall further keep the Deliverables confidential and any data directly relating to the Samples ("Confidential Information"). The Parties shall only disclose Confidential Information to its employees on a need-to-know basis and as regards Olink also to subcontractors under confidentiality requirements no less strict than in this Agreement. These restrictions will end five (5) years after the disclosure of such information. The confidentiality obligation shall, however, not be applied to Confidential 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; (iv) a Party has independently developed without using Confidential Information received from the other Party. Any disclosure of any Confidential Information under applicable federal, state, or local law, regulation, including any applicable rules and regulations of any national securities exchange or the U.S. Securities and Exchange Commission (the "SEC"), or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") shall not be subject to non-disclosure obligations set forth above but shall instead be subject to the terms of this Section. Before making any such disclosure, the Recipient shall make commercially reasonable efforts to provide the disclosing Party with: (a) prompt written notice of such requirement, to the extent that providing such written notice does not cause the recipient to be in violation of any Legal Order, so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the recipient remains subject to a Legal Order to disclose any Confidential Information, the recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the recipient to disclose.

#### 12. Subcontractors

Olink shall, in its sole discretion, perform Services either through Olink Proteomics AB or Olink Proteomics Inc. and may, with Customer's prior consent, use subcontractors for the performance of the Services or part thereof. Olink shall remain responsible for the performance of the Services according to this Agreement.

#### 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 and shall inure to the benefit of the Parties, and their respective successors and permitted assigns.

14.2 If any provision of the Agreement is invalid or is unenforceable, the remainder of the Agreement 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 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.

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

14.6 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.

14.7 The Parties acknowledge and agree that: (i) a breach or threatened breach by a Party of any of its confidentiality or intellectual property obligations under this Agreement may give rise to irreparable harm to the non-breaching Party for which monetary damages would not be an adequate remedy; and (ii) in the event of a breach or a threatened breach by a Party of any such obligations, the non-breaching Party may, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

14.8 This Agreement constitute the complete and exclusive agreement between the parties, superseding all contemporaneous and prior agreements (written and oral) and all other communications between the parties relating to the subject matter of the Agreement. To the extent any other terms and conditions conflict or are inconsistent with this Agreement, the terms and conditions of the Agreement shall prevail; provided that if an amendment specifically states an intent to supersede the Agreement on a specific matter, the terms and conditions of such an amendment shall prevail with respect to that specific matter only.

#### 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

1. **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 Deliverables to Customer.
2. **Categories of personal data**  
Sample ID/Pseudonymized Subject ID.  
Biometric data (analysis results).
3. **Categories of data subjects**  
A combination of healthy persons and persons with various disease states.
4. **Processing activities**  
Laboratory analyses, storage and transfer of data.
5. **Location for the processing of personal data**  
Olink's laboratory at Uppsala Science Park in Uppsala, Sweden or Olink Proteomics Inc.'s laboratory in Waltham, Massachusetts USA.
6. **Data protection**  
Pseudonymized/de-identified samples in tubes or plates will be provided to Olink.

## Measures for data protection

Organizational measures for data protection	Technical measures for data protection
<ul style="list-style-type: none"> <li>Personal user accounts</li> <li>Password policy</li> <li>Data policy</li> <li>Disaster and recovery plan</li> <li>Yearly penetration tests and vulnerability scans</li> <li>Patch policy</li> <li>Production systems separated from other systems</li> </ul>	<ul style="list-style-type: none"> <li>All data is stored on encrypted disks following industry standards</li> <li>Antivirus software on all systems</li> <li>Multi-factor authentication for external access to systems</li> <li>Account lockout duration after three failed attempts</li> <li>Redundant backups</li> </ul>

# Appendix 2 to the GTCs

Authorized sub-processor	Location (including country)
<b>Olink Proteomics Inc.</b> (Performs the service on behalf of Olink Proteomics AB in Boston. A DPA is in place.)	130 Turner St Building 2, Suite 230 Waltham, MA 02453 USA
<b>Amazon Web Services (AWS)</b> AWS provides and maintains space for Olink Proteomics AB's MyData cloud service. The processing involves passive provision of digital storage space.	Servers for Uppsala-based services are located in Frankfurt, Germany.  Servers for Boston-based services are located in Virginia, USA.

[www.olink.com](http://www.olink.com)

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



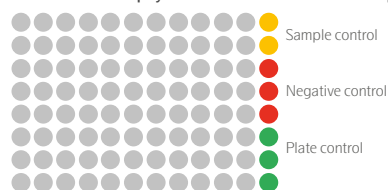
# Attachment C: Sample Preparation and Shipment Terms

## Pre-processing of 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](http://www.olink.com/white-papers). For all other sample types, please contact [support@olink.com](mailto:support@olink.com).

## Sample preparation

- For 1-4 panels (for example, Explore 1536 or Explore Expansion): Supply  $\geq 40 \mu\text{L}$  of each sample in temperature-resistant, non-protein binding plastics. For 3-8 panels (for example, Explore 3072 or Explore 1536 + Explore Expansion): Supply  $\geq 80 \mu\text{L}$  of each sample in temperature-resistant, non-protein binding plastics. Maximum **100  $\mu\text{L}$** .
- Use a PCR-clean 96-well PCR-plate, preferably with full skirt (e.g. ThermoFisher Scientific #AB0800 with MicroAmp seal #4306311 from ThermoFisher Scientific). All need to be  $-80^{\circ}\text{C}$ , 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 more than one sample type is included, please contact Olink Analysis Service for instructions.
- 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 **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**. Mark the Box(es) with the quote number. **Clearly mark** sample **plates** with the quote number and, if more than one plate, a simple alphanumeric code for each plate.
- Use **pseudonymized** sample identification names/numbers, both in the Sample Manifest and on sample tubes. 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** (12<sup>th</sup> 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](mailto:Service@olink.com) or [Service\\_Boston@olink.com](mailto: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  $-80^{\circ}\text{C}$ .