

# GENERAL TERMS AND CONDITIONS FOR MAINTENANCE OF OLINK SIGNATURE Q100

## 1. GENERAL

1.1 These general terms and conditions (“GTCs”) govern Olink Proteomics AB’s (“Olink”) performance of Maintenance of Instruments (each as defined below) to customers (“Customer”).

1.2 These GTCs and the relevant quote issued by Olink (“Quote”) for the purchase of Maintenance 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 Maintenance from Olink (“Purchase Order”) constitutes Customer’s acceptance of the terms and conditions of this GTC and the Quote. 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. No Purchase Order shall be binding upon Olink unless and until accepted by Olink, in writing or otherwise, and Olink shall have no liability or obligation to Customer with respect to orders that are not accepted.

1.3 The following definitions apply for this Agreement:

“Business Hours” means local business hours (8:30am-4:00pm) in the following time zones CET, GMT, EST/EDT, PST/PDT.

“Covered Services” means the Maintenance to be performed by Olink with the limitations set out in Sections 3 and 4.

“Effective Date” means the date of acceptance by Olink of a Purchase Order.

“Fee for Service” means the specific repair, maintenance or service task purchased by Customer outside a Service Plan, as set out in [Appendix 2](#).

“Instrument(s)” means the Olink Signature Q100 purchased by Customer from Olink and, if possible at the time of issuing the Quote, indicated with serial number in the Quote.

“Instrument Agreement” means the agreement between Customer and Olink for the purchase of the Instrument(s).

“Maintenance” means the maintenance, service and repair of the Instrument, during the Business Hours, as described in the Service Plan or the specific Fee for Service purchased by Customer as indicated in the Quote.

“Olink Designee” means an affiliate of Olink or a third party performing Covered Services hereunder on behalf of Olink.

“Service Plan” means the plans including entitlements for repair and maintenance as described in [Appendix 1](#).

Terms not defined herein shall have the meaning assigned to them in the Instrument Agreement or the Service Plan.

1.4 Subject to the terms and conditions of this Agreement, Olink will provide the Maintenance to Customer to keep or restore the Instrument in/to working condition according to specifications for the Instrument, provided or published by Olink from time to time. Customer hereby agree that Olink may perform the Maintenance hereunder itself or through an Olink Designee. Olink shall remain liable to Customer according to this Agreement.

## 2. ACCESS AND PREPARATION

2.1 When requesting Maintenance Customer will provide Olink or the designated Olink Designee with the information set out in [Appendix 3](#), (the “Support Case Information”).

2.2 Where Olink or Olink Designee perform the Maintenance at the facilities of the Customer, Customer will:

- i. provide, reasonable and safe access to the Instrument(s),
- ii. provide necessary supplies, such as electricity, water, drains and other normal supplies required for the operation of the Instrument;
- iii. ensure that the Instrument(s) is not in use at the time of arrival of Olink or Olink Designee; and
- iv. undertake any other reasonable efforts required by Olink.

2.3 Where the Instrument has been, or is used, to analyze hazardous material, the Customer must ensure that such risk is mitigated, through decontamination according to best industry practices prior to a visit or work by Olink. The customer must provide documented evidence of the decontamination to Olink upon request.

## 3. NON-COVERED EQUIPMENT

3.1 Any and all instruments, software and other products, and any parts or subassemblies of the foregoing, that are not provided by Olink or its designee, as well as any external uninterruptible power supply (UPS), shall be deemed “Non-Covered Equipment”. Olink shall have no obligation to provide Maintenance for Non-Covered Equipment; moreover, and notwithstanding anything herein to the contrary, Olink shall have no obligation to provide Maintenance in connection with any Instrument, part or subassembly: (i) that has been substantially altered (other than by Olink or its designee); (ii) that does not incorporate all of Olink’s engineering improvements and other fixes that Olink requested that the Customer implement; (iii) that incorporates Non-Covered Equipment or has Non-Covered Equipment attached; (iv) that has been operated in conditions outside of Olink’s environmental or electrical site specifications, as defined in the applicable, then-current Documentation; (v) that has been operated in hazardous environments (Biosafety Level 3 (BSL) or higher) or used to analyze hazardous materials that may cause residual contamination (unless decontaminated and removed according to Section 2.3); or (vi) that has been repaired or maintained by anyone other than Olink or its designee, except such routine maintenance as set forth in the applicable, then-current Documentation.

3.2 Instruments that are no longer offered for sale by Olink (“Obsoleted Items”) will be maintained and repaired on a reasonable-efforts basis by Olink while covered by a Service Plan. If Olink determines in its discretion that support, service or maintenance of such Obsoleted Items is no longer reasonable, Olink shall notify Customer of such determination and such Obsoleted Item shall be deemed Non-Covered Equipment.

## 4. SERVICE LIMITATION

Customer agrees to follow the operation procedures contained in the Documents or published by Olink from time to time, including procedures for routine maintenance. Olink shall have no obligation to provide any service or parts required as a result of:

- i. failure of Customer to maintain the Instrument Software within one major release of the most current O/S software release made available by Olink; or
- ii. items (i) through (iv) in Section 13.2 of the Instrument Agreement.

## 5. REPLACEMENT PARTS

Maintenance, repairs and replacements may be effected with reconditioned or refurbished products, parts or subassemblies. Replacement shall not restart or extend any Instrument Warranty Period. All replaced parts removed from an Instrument in connection with any services provided by Olink or its designee shall become the property of Olink upon their replacement. Olink may, at no charge to Customer, provide for the temporary use of its products by Customer for any period during which Olink is performing Maintenance. Such temporary use may be subject to additional terms, including, without limitation, the payment of fees for of such temporary products if such products are not returned promptly to Olink after a repaired or replacement product has been provided to Customer. Customer is responsible for proper disposal of all contaminated material and of contaminated parts and subassemblies that, in Olink's discretion, cannot be safely returned to Olink.

## 6. INSTRUMENT SOFTWARE

Any updates to the Instrument Software, when delivered, shall become part of the Instrument Software and shall be subject to the same end user license agreement(s), notices, terms, conditions and use restrictions as set out in the Instrument Agreement unless otherwise expressly stated in writing by Olink. Covered Services exclude upgrades to Instrument Software for feature enhancements.

## 6. PAYMENT FOR NON COVERED SERVICES

Customer shall reimburse Olink at Olink's then-current fees, including all labor, parts and travel charges, for all work that Olink or Olink Designee incur in investigating or remedying any damage or malfunction that Olink reasonably determines to not be part of the Covered Services or if Covered Service cannot be performed due to Customer's non-compliance with Section 2 above.

## 7. PRICE AND PAYMENT

7.1 The purchase price for the Maintenance 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. Quotes are valid for thirty (30) days from the quotation date unless otherwise expressly stated in the Quote.

7.2 All prices exclude VAT and any other taxes, charges or fees all of which shall be borne by Customer.

7.3 Unless otherwise expressly stated in the Quote, Olink shall invoice Customer upon the Effective Date.

7.4 Customer shall pay all amounts due within thirty (30) days of the date of the invoice in the currency specified in the invoice to the following:

Bank: Handelsbanken Sverige AB,  
Box45, 751 03 Uppsala, Sweden  
Account: Olink Proteomics AB, 969 415 788  
SWIFT/BIC: HANDSESS  
IBAN: SE29 6000 0000 0009 6941 5788

7.5 Each payment under an Agreement is a separate transaction, and Customer may not set-off such payments against other payments. Upon late payment, without affecting Olink's other rights, Olink may suspend performance or terminate 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.

## 8. PERSONAL DATA

8.1 When Olink or Olink Designee receives or otherwise handles personal data during installation or the performance of any troubleshooting, service or maintenance of the Instruments, Olink and its designee will comply with the below and all applicable data protection laws and regulations in force when processing such data.

8.2 Olink will only process personal data in accordance with Customer's written instructions under the Agreement, including [Appendix 4](#). Olink will not transfer personal data to a third country unless (i) so instructed by controller in writing, (ii) as required to perform its obligations under this Agreement, or (iii) as required by law. When transferring personal data to a third country 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. All Olink staff and the staff of its sub-processors who are authorized to process 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. 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.

8.3 Customer hereby approve that Olink may retain sub-processors for the purposes of this Agreement. Olink shall keep a list of its sub-processors and shall inform Customer of any replacements thereof. Olink shall, upon request, provide Customer with necessary information so that Customer may assess whether the appointment of the appointed sub-processor complies with European Data Protection Legislation. Olink shall ensure that its sub-processors shall comply with the provisions of this section 8. Fluidigm Corporation and its subcontractors shall at all times be approved as a sub-processor for the purposes herein.

8.4 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.

## 9. LIMITED WARRANTY FOR MAINTENANCE

Olink warrants that it will render the Maintenance in a professional and workmanlike manner. As Olink's sole responsibility and Customer's exclusive remedy in the event of any material failure to meet such standard, Olink shall make a commercially reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing within thirty (30) days after delivery or the date of performance of the pertinent services at issue.

## 10. LIMITATION OF LIABILITY

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

## 11 TERM AND TERMINATION

This Agreement remain in effect for the period of time set out in the Service Plan, or if no such period is specified for one year following the Effective Date. Olink may terminate a Service Plan or this Agreement immediately by giving written notice of termination to Customer upon the occurrence of any of the following events: (a) Customer defaults in the performance of any material requirement or obligation created by this Agreement or any other agreement between Olink and Customer; (b) Customer fails to make any payment to Olink within thirty (30) days of its due date; (c) Customer ceases doing business; (d) Customer becomes the subject of any bankruptcy, insolvency, or similar proceeding, becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay its debts when due, has a receiver appointed for a substantial part of Customer's assets, or an action is taken toward the liquidation or winding up of Customer's business; or (e) Customer suffers a materially adverse change in its financial condition or operations.

## 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 The rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

12.3 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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

12.5 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 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.

## Appendix 1 – Service Plan

### Service Plans

Service Plans include entitlements as defined below. Service Plans includes labor, troubleshooting, and related on-site travel as well as related spare parts for Instruments covered under a Service Plan at the time of requested services.

Olink Product Code	Instrument Service Plan Name	Term	Entitlements
96043	Olink® Signature Q100 Service Agrmt Performance	1 Year	<ul style="list-style-type: none"> <li>• Maintenance response at On-site Response Level 2 for Travel Zones A and B, or On-site Response Level 3 for Travel Zones C</li> <li>• Cost for Travel, Labor and Parts included</li> <li>• One Annual Preventive Maintenance Visit</li> </ul>
96040	Olink® Signature Q100 Service Agrmt Complete	1 Year	<ul style="list-style-type: none"> <li>• Repair services at: On-site Response Level 1 for Travel Zones A and B, or On-Site Response Level 3 for Travel Zones C</li> <li>• Cost for Travel, Labor and Parts included</li> <li>• One Annual Preventive Maintenance Visit</li> <li>• One on-site Operational Qualification (OQ) at time of PM and upon each qualified repair visit. Travel for Preventative Maintenance and OQ or Performance Check is included</li> </ul>

Service Plans listed are available for purchase on Instruments with continuous coverage. Instrument Service Plans are not available for purchase on Instruments with a gap in coverage of more than 15 business days unless the Signature Q100 Pre-Plan Inspection is purchased and completed prior to the start date of the Instrument Service Plan.

- a. **On Site Response.** Olink will use commercially reasonable efforts to provide on-site field Repair Services as promptly as possible to the customer. For the purposes hereof, “Dispatch” means when the Support Case Information has been provided, Olink has determined that on-site maintenance is required and customer have confirmed access to the site according to the Agreement. On site response by a Field Service Engineer will be as follows:
- i. **On-site Response Level 1:** within 2 business days of Dispatch. On site Response Level 1 is only available in geographies pertaining to Travel Zone A and Travel Zone B as defined in Travel Zones below.
  - ii. **On-site Response Level 2:** within 3 business days of Dispatch.
  - iii. **On-site Response Level 3:** within 4 business days of Dispatch.
- b. **Travel Zones**

<b>AMER Travel Zone A</b>	Core Metro Areas <200 miles of: Los Angeles, San Francisco Bay Area, San Diego, Minneapolis, Chicago, Detroit, Houston, Dallas, San Antonio, New York, Boston, Washington DC, Atlanta, Toronto, Montreal
<b>AMER Travel Zone B</b>	>200 miles of Core Metro Areas in AMER Travel Zone A, excluding AMER Travel Zone C
<b>AMER Travel Zone C</b>	Alaska, Hawaii, Latin America, South America
<b>EMEA Travel Zone A</b>	Core Metro Areas <100 km of: London, Paris, Berlin, Munich
<b>EMEA Travel Zone B</b>	>100 km of Core Metro Areas from EMEA Travel Zone A in United Kingdom, France, Germany; and the following countries: England, France, Germany, Luxembourg, Belgium, Netherlands, Scotland, N. Ireland, Ireland, Austria, Spain, Italy, Sweden, Norway, Denmark, Israel
<b>EMEA Travel Zone C</b>	Europe, Middle East and Africa excluded from EMEA Travel Zone A and EMEA Travel Zone B
<b>APAC Travel Zone A</b>	Core Metro Areas <50 km of: Beijing, Shanghai, Tokyo; Singapore
<b>APAC Travel Zone B</b>	>50 km but <100km beyond Core Metro Areas in APAC Travel Zone A in China and Japan
<b>APAC Travel Zone C</b>	Asia Pacific excluded from APAC Travel Zone A and APAC Travel Zone B

## Appendix 2 – Fee for Service

### Fee for Service

Fee for Service include entitlements as defined below.

Olink Product Code	Fee for Service Name	Description
96056	Olink® Signature Q100 Certified Installation	On-Site installation of the Instrument by a field service engineer. Installation includes certification, labor and travel.
96050	Olink® Signature Q100 IQOQ Service	Installation qualification and operational qualification (IQOQ) for the Instrument. This provides documented evidence and verification that the Instrument has been installed and is operating according to manufacture specifications during a wet test. Required labor included.
96051	Olink® Signature Q100 OQ Service	Operational qualification (OQ) of the Instrument, which provides documented verification that the Instrument meets manufacture operational specifications. Required labor included. Travel not included.
96052	Olink® Signature Q100 Preventative Maintenance	On-Site preventive maintenance (“ <b>PM</b> ”) includes system calibration and re-calibration, cleaning, and replacement of recommended components. Required labor included. Travel not included.
96053	Olink® Signature Q100 Pre-Plan Inspection	Inspection of the Instrument, which is required before adding service coverage back to an instrument following a lapse in coverage. Inspection follows the same checklist of activities associated with preventative maintenance. Labor Products included. Travel not included.
96054	Olink® Signature Q100 Deinstallation	On-site packaging and preparation of the Instrument by a field service engineer. Labor included. Crate and travel not included.
As identified per spare part in the Quote	Olink® Signature Q100 Repair and spare parts	Purchase of spare parts with required labor and travel as identified in a Quote. Prices of spare parts, labor and travel will be according to Olink’s, from time to time, current pricelist.

## Appendix 2 – Support Case Information

<ul style="list-style-type: none"><li>• Description of the issue that the Customer is experiencing</li><li>• Sample type</li><li>• Steps taken by Customer to date during troubleshooting</li><li>• Customer workflow, including any modifications of standard workflows</li><li>• Timeline of the issue (e.g. how many affected runs, is it consistent or intermittent)</li><li>• Serial Numbers of products involved in issue<ul style="list-style-type: none"><li>○ Instrument Serial Number(s)</li><li>○ IFC barcode number(s)</li><li>○ Interface Plate(s)</li></ul></li><li>• Reagent lot number(s) if it is a suspected reagent issue</li></ul>	<ul style="list-style-type: none"><li>• IFC format</li><li>• Instrument Information<ul style="list-style-type: none"><li>○ Instrument Service Plan or Warranty status for the Instrument Serial Number to confirm Response Time</li><li>○ Quote no. for purchase of Fee for Service</li><li>○ Installation Date</li><li>○ Installation Name, Location</li></ul></li><li>• Instrument [error code]</li><li>• Instrument log files</li><li>• Instrument Run folder(s)</li><li>• Ship-to information, if needed for parts shipments to end customer<ul style="list-style-type: none"><li>○ Name</li><li>○ Address</li><li>○ Phone number</li></ul></li></ul>
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## Appendix 4 – Details of Processing (DPA)

### Specifications of the processing of personal data

1. Purposes  
*Perform installation, service, maintenance and repair on the Instrument(s) as applicable.*
2. Categories of personal data  
*Customer contact and operator data. Performance data and analysis results (if necessary).*
3. Categories of data subjects  
*Donors of analyzed samples. Employees of Customer.*
4. Processing activities  
*Accessing, anonymization, storing, troubleshooting and transfer of data.*
5. Location for the processing of personal data  
*Uppsala, Sweden for initial troubleshooting. San Francisco, US, for second line troubleshooting and support. Customer location for on-site maintenance.*
6. Data protection  
*Pseudonymized/de-identified biometric data. Secure file transfer. Access restrictions and limitations.*

### Measures for data protection

- Personal user accounts
- Password policy
- Data policy
- Disaster and recovery plan
- Yearly penetration tests and vulnerability scans
- Patch policy
- Production systems separated from other systems
- All data is stored on encrypted disks following industry standards
- Antivirus software on all systems
- Multi-factor authentication for external access to systems
- Account lockout duration after three failed attempts
- Redundant backups