

# Statistical Analysis Service Agreement

All fields are mandatory unless stated as optional.

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

Contact person/s (name and e-mail):

**Parties**  
**Olink Proteomics AB**  
Org.No. 559046-8632  
Salagatan 16F  
SE-753 30 Uppsala  
SWEDEN

**Customer (organization):**  
VAT number (optional if outside EU):  
E-mail for invoicing (optional):  
Billing address:

## Agreement and scope

This Statistical Analysis Service Agreement ("Agreement") is entered into between the parties set out above (individually, a "Party" and collectively, the "Parties") for the provision of data 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 Olink's General Terms and Conditions including its appendices (the "GTCs") (Attachment A), the Statistical Analysis Plan (Attachment B) and the Quote as referenced above. Any divergent or supplementary terms and conditions contained in a purchase order from Customer shall be invalid unless explicitly agreed to in writing, and duly signed by both Parties. This Agreement must be duly signed by the Parties before Services are initiated. Customer shall complete and return a signed version of this Agreement along with any data (NPX-values) and sample metadata (clinical variables etc. needed for analysis) ("Data" and "Sample Metadata") as specified in the Statistical Analysis Plan by uploading the documents to Olink as directed by Olink.

## Data and Sample Metadata

Customer shall provide all Data and Sample Metadata necessary to perform the Services as described in the Statistical Analysis Plan. Customer will, before uploading any Sample Metadata, prepare the data in accordance with Olink's instructions.

## Deliverables

Olink will provide the results from the Service in the form and formats as stated below, each a "Deliverable" and collectively "the Deliverables":

- A PDF report outlining the performed analysis and the results
- Separate files for each of the figures generated during the analysis in PDF or PNG format
- And below as applicable according to the product stated in the Quote:
  - Olink<sup>®</sup> Differential Data Analysis
    - Full output from the statistical analysis test(s) provided in Excel file(s)
  - Olink<sup>®</sup> Normalization & Bridging Service
    - A data file with unadjusted NPX values from the reference project and adjusted NPX values from the non-reference project. When applicable, limit of detection values (LOD) may be included for both projects and adjusted in the non-reference project. The data file will be provided in the format of the original data file except for in the case where the original file is a wide format file or an Excel file. In this case the data file will be provided as a long format CSV.

## Delivery and completion of Services

The Deliverables will be provided to Customer via a secure file share service designated by Olink. Olink may provide access to such service 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 the file share service and has provided written notice to Customer's Contact Person/s set forth above.

Olink will commence Services as soon as Sample Metadata and all other information necessary for analysis have been received. Estimated time of delivery of Deliverables is normally within 4-8 weeks from the date when Olink has received all necessary information. The Services are complete upon delivery of the Deliverables ("Completion of Services").

## Place of statistical analysis

Uppsala                      or                       Boston

## Payment and invoicing

Customer shall pay the agreed price for Services as stated in the Quote and Olink will invoice Customer upon Completion of 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 file share service, 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 last signature below ("Effective Date"), by its duly authorized representative. The signatories to this Agreement are duly authorized representatives with authority to bind their respective companies.

**Olink Proteomics AB**

**Customer**

Signature:

Signature:

Name:

Name:

Date:

Date:

# Attachment A: 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 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 unless agreed upon in writing between the Parties.

## 2. Performance of Services

2.1 Olink will perform the Services in all material respects in a safe and ethical manner, including the storage and handling of data and sample information, and in accordance with (i) the specification set out in the Agreement and (ii) applicable laws and regulations. "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 Statistical Analysis Plan 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 will store data, Deliverables and other 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 based on the price indicated in the Quote. The proposed analysis and scope, and thereby the price, are based on the information Olink has received from Customer and can be subject to change. Any such change will be communicated with the Customer and agreed upon by the Parties in writing.

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

3.3 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. 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. Data and Sample Metadata

4.1 Olink is authorized to retrieve and use necessary Data from previously performed analysis services, unless otherwise provided to Olink by Customer as specified in the Statistical Analysis Plan.

4.2 Customer shall provide Olink with additional Sample Metadata necessary for the performance of the Services as specified in the Statistical Analysis Plan.

4.3 Data and Sample Metadata provided to Olink by Customer will remain Customer's property and will only be used by Olink to perform the Services.

4.4 Customer is solely liable for any delay in the provision of Services and any increased costs due to insufficient or incorrect Data and/or Sample Metadata.

4.5 Customer shall indemnify Olink against any third-party claims that Olink's use of Data and/or Sample Metadata or processes directed by Customer in performance of the Services infringes a third party's intellectual property rights.

4.6 Customer represents and warrants that: (i) any Data and/or Sample Metadata provided to Olink are compliant with any applicable ethical approval policies, informed consent forms and institutional review board approvals; and (ii) Customer has the right to provide such data to Olink for provision of the Services.

4.7 Olink shall follow agreed upon written instructions from Customer, comply with Applicable Law and use reasonable care in the use, handling and storage of the Data and Sample Metadata.

## 5. Personal Data

To the extent Olink processes personal data on behalf of the Customer, Olink undertakes to only process such data in accordance with Customer's written instructions under the Agreement and the personal data processing-related terms as set out in Olink's Online Data Processing Addendum ("DPA"), which forms part of this Agreement between Olink and Customer and the current version of which is available at <https://olink.com/legal/general-terms-and-conditions>. For the avoidance of doubt, Olink's processing of Samples and related personal data form part of the Services and Deliverables described herein and are in scope of the DPA, unless such processing is exempt from any applicable privacy laws

## 6. Intellectual Property

6.1 As between the Parties, Customer owns: (i) all Data and Sample Metadata provided by Customer to Olink; (ii) the Deliverables; and (iii) any discoveries or inventions, whether patentable or not, that arise out of the Deliverables.

6.2 Any methodologies, processes, computer software and code, standard operating procedures, personnel information, or intellectual property provided and 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 ("Olink Intellectual 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 ("Olink Developed Intellectual Property"), which do not incorporate or require the use of Customer's Data, Sample Metadata or the Deliverables. Customer covenants and agrees not to make any claim to all or any portion of Olink Intellectual Property or Olink Developed Intellectual 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 8.1 and will cooperate as reasonably necessary with audits, including inspections, conducted by Customer or another auditor mandated by 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 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 non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

## 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 and only disclose it to its employees. 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 the 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 file share 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 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.

# Attachment B: Statistical Analysis Plan