

AKOYA BIOSCIENCES, INC.

Terms and Conditions for the Spatial Tissue Exploration Program

These terms and conditions for the Spatial Tissue Exploration Program (these “Terms”), together with (i) any sales quote provided by Akoya Biosciences, Inc. (“Akoya”) to the customer identified therein (“Customer”) that references these Terms and is associated with a Customer purchase order that is accepted in writing or otherwise fulfilled by Akoya (each such sales quote, a “Quote”) and (ii) any associated work order, work plan, project order or statement of work (each, a “Work Plan”), comprise a binding agreement (collectively, this “Agreement”) between Akoya and Customer with respect to the services described in the Quote(s) and/or Work Plan (“Services”) and the products sold under this Agreement (the “Products”). Akoya and Customer are each herein referred to individually as a “Party” and collectively as “Parties”.

1. Applicability of this Agreement: These Terms and the applicable Quote and any Work Plan constitute the entire agreement between the Parties with respect to the ordering and performance of the Services and the purchase and sale of Products, and all prior agreements, oral or written, are superseded. Customer confirms that it is not relying on any representations or warranties of Akoya except as specifically set forth in this Agreement. Akoya’s failure to specifically object to any terms contained in any purchase order or similar document provided by Customer to Akoya shall not constitute Akoya’s acceptance of such terms. In the event of any conflict, discrepancy or inconsistency between these Terms and any Quote, purchase order or other form or agreement used by the Parties, these Terms will control, unless Akoya and Customer have executed a separate written agreement or Work Plan that is signed by an authorized representative of each Party, in which case such executed written agreement or executed Work Plan, as the case may be, will control.

2. Services:

2.1. Materials to be Provided by Customer: Customer shall provide to Akoya any samples, antibodies or other materials to be provided by Customer in accordance with the Work Plan, the Quote(s) or any other written communication from Akoya to Customer with respect to the Services (collectively, “Materials”), in each case, in such quantity and in accordance with such specifications or requirements as may be stated in the Work Plan, Quote(s) or such other written communication (“Materials Specifications”). Customer (a) authorizes Akoya to use the Materials and any accompanying information to perform the Services and (b) represents and warrants to Akoya that (i) the Materials meet all applicable Materials Specifications, (ii) the Materials and any accompanying information are de-identified in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended, including the privacy rules implemented thereunder (“HIPAA”), and (iii) Customer has all necessary rights to disclose or provide to Akoya the Materials and any accompanying information and to authorize Akoya to use the Materials and such information to perform the Services as contemplated hereby. Without limiting the foregoing, Customer shall not disclose or provide to Akoya any Materials or accompanying information that constitutes personal information, personally identifiable information, individually identifiable health information or similar information under any applicable privacy or data security laws, rules or regulations (including, for clarity, HIPAA). Subject to rights granted to Akoya hereunder, as between the Parties, Customer shall retain ownership of the Materials and all intellectual property rights therein.

2.2. Services to be Performed by Akoya: Akoya shall perform the Services in accordance with the Work Plan, the Quote and Akoya’s standard practices. Any timelines with respect to the Services provided by Akoya are estimates only, not guaranteed and assume prompt receipt by Akoya from Customer of all Materials.

2.3. Use and Return of Materials: Akoya shall not use the Materials for any purpose other than to perform the Services or allow any person to access the Materials except as reasonably required to perform the Services. Upon completion of the Services, if requested by Customer, Akoya shall return to Customer any unused Materials, at Customer’s cost.

2.4. Results: Upon completion of the Services, Akoya shall provide Customer with one or more reports of the applicable results of the Services as described in the Work Plan, in each case, in Akoya's standard format ("Results"). Customer shall own, and Akoya assigns to Customer, all right, title and interest in the Results, except that Akoya shall have the right to (a) use the Results for its internal purposes of evaluating and improving its products and services and (b) with Customer's prior written consent, use or publish the Results in its marketing or informational materials. Customer shall use the Results (i) for research purposes only and not for any diagnostic, therapeutic or patient care purpose and (ii) in compliance with all applicable laws, rules and regulations. Except as expressly set forth in this Section 2.4, no right or license (whether express or implied) under any intellectual property rights of Akoya is granted to Customer hereunder.

2.5. Delivery and Performance: Without limiting Section 7 or 8, Customer acknowledges and agrees that (a) the Services and Results depend on the quality and other properties of the Materials as received by Akoya, which shall be Customer's sole responsibility, (b) Akoya does not warrant or guarantee successful results with respect to antibody conjugation or performance of assays in connection with the Services, and (c) any use of the Services or Results (including any research or development using the Services or Results) by or on behalf of Customer is at Customer's sole risk and Customer assumes all liability for losses or damages that may arise from such use.

2.6. Technology Access Program: Customer acknowledges and agrees that (a) Akoya performs Services as part of a technology access program that Akoya is offering for the benefit of its customers and for information and feedback purposes, (b) Akoya has not promised or guaranteed to Customer that the Services will continue to be made available in the future and (c) Akoya has no express or implied obligation to Customer to offer any related services. Customer shall provide to Akoya feedback regarding the Services or Results as reasonably requested by Akoya, and Akoya shall have the right to use any such feedback for its internal purposes of evaluating and improving its products and services.

3. Products:

3.1. Regulatory: Customer acknowledges that the Products are labeled with For Research Use Only or a similar labeling statement and have not been approved, cleared or licensed by the United States Food and Drug Administration or any other regulatory entity, whether foreign or domestic, for any purpose. Customer shall not use any Product for any diagnostic or therapeutic purpose or otherwise in any manner that conflicts with its labeling statement.

3.2. Use Restrictions: Customer shall (a) not sell, license, loan, donate or otherwise transfer or make available any Product to any third party, whether alone or in combination with other materials, or use the Products to manufacture any commercial products, (b) not copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying structure or technology of the Products, or use the Products for the purpose of developing any products or services that would compete with Akoya's products or services, (c) not alter or remove from the Products any trademarks, trade names, logos, patent or copyright notices or markings, (d) unless otherwise agreed by Akoya in writing, use the Products solely in accordance with these Terms and the applicable documentation and (e) comply with any license, terms of service or similar agreement with respect to any third party products or services used by Customer in connection with the Products.

3.3. Compliance with Law: Customer acknowledges that the Products and related technical information are subject to the applicable U.S. export control regulations and Customer shall comply with all applicable restrictions and prohibitions on the sale, transfer, export, shipment or other supply of Products, directly or indirectly, to any person, entity or country for any activity.

3.4. Cancellation: Unless otherwise specified in the applicable Quote, all orders once placed are non-cancellable.

3.5. Delivery: Akoya shall use reasonable efforts to meet any dates specified for the delivery of Products, provided however, all such dates are estimates only and subject to product availability. If Akoya's supply of Products is limited, Akoya shall have the right to allocate the available supply among its customers in any manner it determines appropriate in its sole discretion. Akoya shall

pack and ship the Products in accordance with its standard practices. Unless otherwise specified in the applicable Quote, all Products are delivered FCA (Incoterms 2020) Akoya's shipping point and Customer is responsible for all transportation, shipping and handling charges, which shall be prepaid and added to the invoice. Title to and risk of loss of Products passes to Customer at Akoya's shipping point.

3.6. Trial Products: Customer acknowledges and agrees that (a) trial products sold hereunder ("Trial Products") are available in limited quantities for a limited time only, and Akoya cannot guarantee availability of any Trial Products at the time of order or any time thereafter, (b) Akoya has not promised or guaranteed to Customer that Trial Products will continue to be made available in the future, (c) Akoya has the right to modify its Trial Product offerings in its sole discretion and without notice to Customer, (d) Akoya has no express or implied obligation to Customer to offer any services related to the Trial Products, including but not limited to support services and (e) Trial Products are sold on an "AS IS" basis and without warranty of any kind, express or implied. Customer shall provide to Akoya feedback regarding the Trial Products as reasonably requested by Akoya, and Akoya shall have the right to use any such feedback for its internal purposes of evaluating and improving its products and services.

4. Payment: The fees for the Services and/or Products are set forth in the applicable Quote and/or Work Plan. Unless otherwise provided in the applicable Quote or Work Plan, Akoya will invoice Customer for such fees upon completion of the Services or shipment of the Products, as applicable, and Customer shall pay such invoice within thirty (30) days after receipt thereof. Should work terminate prior to planned completion of the Work Plan, Customer will be invoiced for materials purchased and work performed up until time of termination. If any amount owed by Customer is not paid when due, such amount shall bear interest at a rate of 1.5% per month (or, if lower, the maximum rate permitted by law). Customer is responsible for all taxes arising in connection with this Agreement, other than taxes based on Akoya's net income.

5. Confidentiality: "Confidential Information" of a Party ("Disclosing Party") means any confidential or proprietary information disclosed by such Party to the other Party ("Receiving Party") under this Agreement, except that the Materials and Results shall be deemed the Confidential Information of Customer only. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose or disclose Confidential Information of the Disclosing Party to any person or entity, other than its employees or consultants on a need-to-know basis, or as otherwise permitted hereunder, and then only in each case as reasonably required to exercise the Receiving Party's rights or perform the Receiving Party's obligations under this Agreement. The Receiving Party shall protect the Disclosing Party's Confidential Information using at least the same degree of care as it uses to protect its own confidential information, but no less than a reasonable degree of care. The Receiving Party shall be liable to the Disclosing Party for any unauthorized use or disclosure of the Disclosing Party's Confidential Information by any person or entity receiving such Confidential Information, directly or indirectly, from the Receiving Party. Notwithstanding the foregoing, (a) Confidential Information of the Disclosing Party shall not include any information that the Receiving Party can demonstrate by competent proof (i) is generally known, or becomes known, to the public through no fault of the Receiving Party, (ii) is received by the Receiving Party, without confidentiality restrictions, from a third party without breach of obligations to the Disclosing Party, (iii) was known by the Receiving Party, without confidentiality restrictions, prior to disclosure hereunder, or (iv) is independently developed by the Receiving Party, without use of the Disclosing Party's Confidential Information, and (b) the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law or court order, so long as the Receiving Party notifies the Disclosing Party of such requirement and reasonably cooperates with the Disclosing Party's efforts to prevent or limit such disclosure.

6. Term: In the case of Services, the Agreement will commence on the Effective Date and will remain in full force and effect until the completion of the Work Plan, unless extended by mutual written agreement of the Parties or earlier terminated in accordance with this Section 6. Either Party may terminate this Agreement if the other Party materially breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days of receipt of notice from the non-breaching Party outlining such breach.

7. Disclaimer: THE SERVICES, PRODUCTS AND RESULTS ARE PROVIDED ON AN "AS IS" BASIS. TO

THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AKOYA MAKES NO (AND DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE SERVICES, THE PRODUCTS OR THE RESULTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING ACCURACY, COMPLETENESS, SUCCESSFUL PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONFORMITY TO SPECIFICATIONS. FOR CLARITY, AKOYA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ANY DEFECTS WILL BE CORRECTED.

8. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AKOYA SHALL NOT BE LIABLE TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT (A) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOST REVENUE, PROFITS OR DATA OR COSTS OF PROCURING SUBSTITUTE SERVICES OR PRODUCTS, OR (B) FOR ANY AMOUNT THAT EXCEEDS THE AGGREGATE AMOUNT PAID BY CUSTOMER TO AKOYA HEREUNDER, IN EACH CASE UNDER ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER OR NOT AKOYA HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT PRICING FOR THE SERVICES, PRODUCTS AND RESULTS REFLECTS THE LIMITATIONS DESCRIBED IN THIS SECTION AND THAT AKOYA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.

9. Miscellaneous: This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement does not constitute a partnership, joint venture, or agency relationship between the Parties, and neither Party shall have the authority to bind the other Party without that other Party's express written permission. The Parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its rules of conflicts of laws. Any action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Boston, Massachusetts, and each Party consents to the jurisdiction and venue of such courts for such purpose. These Terms may be amended or modified only by a writing stating specifically that it amends or modifies these Terms and is signed by an authorized representative of each Party.

For more information contact:

Akoya Biosciences, Inc.
100 Campus Drive, 6th Floor
Marlborough, MA 01752, USA
Phone: +1 855-896-8401
Fax: +1 855-404-0061
Email: support@akoyabio.com
Web site: <https://www.akoyabio.com/company/contact-us>