

Terms and Conditions for the Spatial Tissue Exploration Program

These terms and conditions for the Spatial Tissue Exploration Program (these “Terms”), together with 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”), comprise a binding agreement (collectively, this “Agreement”) between Akoya and Customer with respect to the services described in the Quote(s) (“Services”). Akoya and Customer are each herein referred to individually as a “Party” and collectively as “Parties”.

1. Applicability of this Agreement. This Agreement shall exclusively govern the ordering and performance of the Services and prevail over any terms contained in any purchase order, confirmation or other document or communication provided by or on behalf of Customer. By placing a purchase order for any Services, Customer accepts and agrees to be bound by the terms and conditions of this Agreement. No Customer purchase order shall be binding upon Akoya unless accepted in writing or otherwise fulfilled by Akoya.

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 for the Services [[link](#)] (“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 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 performing 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 5 or 6, 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 CODEX® 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.

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. Payment. The fees for the Services are set forth in the applicable Quote. Unless otherwise provided in the applicable Quote, Akoya will invoice Customer for such fees upon completion of the applicable Services, and Customer shall pay such invoice within thirty (30) days after receipt thereof. 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.

4. 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, in each case except 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 responsible 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 (i) is generally 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.

5. Disclaimer. THE SERVICES AND THE 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 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.

6. 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 (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 AND RESULTS REFLECTS THE LIMITATIONS DESCRIBED IN THIS SECTION AND THAT AKOYA WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.

7. 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. This Agreement is governed by the laws of the State of California, 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 San Francisco, California, and each Party consents to the jurisdiction and venue of such courts for such purpose. This Agreement may be amended only by a written document signed by both Parties.