

Version 3.2 – Effective July 27, 2026

QUANTERIX CORPORATION TERMS AND CONDITIONS

1. AGREEMENT

A. THE SALE BY QUANTERIX CORPORATION (“QUANTERIX”) TO THE INITIAL PURCHASER (“BUYER”) OF THE PRODUCTS AND/OR SERVICES DESCRIBED HEREIN IS GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF THE FOLLOWING DOCUMENTS (COLLECTIVELY REFERRED TO HEREIN AS THE “AGREEMENT”): (A) THESE QUANTERIX CORPORATION TERMS AND CONDITIONS (“TERMS AND CONDITIONS”); AND (B) THE SALES QUOTATION, PROPOSAL, OR STATEMENT OF WORK (“SOW”) (COLLECTIVELY, THE “SALES ORDER”) ISSUED BY QUANTERIX OR ITS AUTHORIZED REPRESENTATIVE TO WHICH THESE TERMS AND CONDITIONS ARE ATTACHED. THESE TERMS AND CONDITIONS TAKE PRECEDENCE OVER BUYER’S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, TO WHICH NOTICE OF OBJECTION IS HEREBY GIVEN. BUYER’S ENTITLEMENT TO PRODUCTS OR SERVICES IS CONTINGENT UPON BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, ANY CHANGES TO WHICH MUST SPECIFICALLY BE AGREED TO IN WRITING AND EXECUTED BY QUANTERIX AND BUYER BEFORE BECOMING BINDING ON EITHER PARTY. BUYER ACKNOWLEDGES THAT QUANTERIX’S SALES REPRESENTATIVES AND OTHER AGENTS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY NOT INCLUDED IN THIS AGREEMENT OR TO MODIFY OR WAIVE ANY PROVISION OF THIS AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE PROVISIONS OF THE SALES ORDER, THESE TERMS AND CONDITIONS SHALL CONTROL, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE SALES ORDER AND SIGNED BY AN AUTHORIZED OFFICER OF QUANTERIX.

B. For purposes of the Agreement:

- “Consumables” shall mean the reagents and consumables sold by Quanterix;
- “Deliverables” shall mean all inventions, discoveries, improvements, processes, formulations, products, works of authorship, information, data, documentation, reports, creations and all other products and/or materials arising from or made in the performance of Lab Services;
- “Field Services” shall mean services performed by Quanterix field service or field applications personnel, or service-related contract;
- “Lab Services” shall mean research & development services agreed upon by the parties and to be performed by Quanterix’s Accelerator Laboratory;
- “Marketed Device” means a medical device that is intended for use in the diagnosis of or screening for disease or other conditions that (i) requires pre-market approval, notification or clearance by the United States Food & Drug Administration (“FDA”) or listing with FDA (or similar listing or approval from the applicable regulatory agency of the ship-to country if outside the United States of America) before it may be used (collectively, “Regulatory Approval”), and which has received such Regulatory Approval for distribution to third parties; or (ii) incorporates, as part of any test seeking Regulatory Approval, either a standalone research–use-only (“RUO”) assay or an RUO assay-specific test kit;

- “Materials” means anything the Buyer provides Quanterix or anything Quanterix purchases on the Buyer’s behalf from a third party;
- “Product(s)” shall mean the System and/or any Consumable(s);
- “Results” means data provided to Buyer related to milestones for assay development projects or sample testing as part of Lab Services;
- “Service” shall mean work related to Field Services and/or Lab Services;
- “Software” shall mean all software included with or imbedded in the System, including without limitation any modified, updated, or enhanced versions of such software generally made available by Quanterix to its customers at no additional charge;
- “System” shall mean, collectively, the instrument, as described in the Sales Order, the Software, and any related hardware, peripherals, or other non-consumable components.

C. The parties agree, and Buyer represents and warrants, that all Products sold hereunder shall only be used in or for RUO and not for in vitro diagnostics (including laboratory developed tests (LDTs)), as further described in Section 14. Use of any Product for other uses than RUO requires express written consent of Quanterix.

2. ORDERS

- A. Buyer will order Products by submitting (i) a written purchase order, which shall specify the Sales Order reference number, the specific Product(s) to be purchased, quantity, shipping instructions, requested delivery dates, and bill-to and ship-to addresses, or (ii) a Quanterix sales quotation signed by Buyer’s authorized representative. Buyer will order Services by submitting a SOW signed by Buyer’s authorized representative. Consumables may be purchased through Quanterix’s website.
- B. Buyer’s submission of a Sales Order or purchase order regarding the purchase of Products or Services, whether or not in response to a Quotation, will be deemed accepted by Quanterix, (i) for Products, at the earlier of Quanterix’s delivery of order verification or shipment, (ii) for Lab Services, upon execution of an SOW, or (iii) for Field Services, upon the earlier of the start term of the service coverage period or confirmation of a service request date. Notwithstanding the foregoing, Quanterix reserves the right to reject any order for Products or Services submitted by Buyer.
- C. Any terms or conditions in any purchase order, acknowledgment, confirmation, or other document provided by Buyer to Quanterix that are different from or in addition to those set forth in the Agreement are expressly rejected by Quanterix and shall be of no effect unless explicitly agreed, in writing, by Quanterix.
- D. Sales Orders or purchase orders accepted by Quanterix cannot be modified or cancelled by Buyer.
- E. Unless extended by Quanterix, Sales Orders will be cancelled (i) for Services that are delayed more than six (6) months from receipt of the Sales Order or (ii) for Product orders that are delayed more than twelve (12) months from receipt of the Sales Order for reasons not related to Quanterix’s performance.

3. PRICES

- A. The prices in the Sales Order for Products or Services are valid solely during the period set forth in the Sales Order. After the expiration of such period, Quanterix shall have the right to change such prices. For Products, such prices (i) are based upon manufacture of the quantity and type of Product ordered for shipment and end use within the ship-to country only (unless expressly stated otherwise in the Sales Order), (ii) are subject to revision when interruption, engineering changes or changes in quantity or quality are caused or requested by Buyer, and (iii) do not include warranty service or installation (unless expressly stated otherwise in the Sales Order). For Services, such prices (i) are based upon the Services agreed upon by parties, and (ii) are subject to revision when changes in Services are caused or requested by Buyer.
- B. Unless expressly stated otherwise in the Sales Order, the prices for Products ordered shall be Quanterix's list prices in effect at the time of issuance of the applicable Sales Order.
- C. Buyer agrees that any applicable sales, use, excise, VAT (value added tax), GST (goods and services tax), withholding, transfer, or other taxes will be calculated based on both the tax rates in effect on the date of shipment and the ship to address for the Product or Services. Tax amounts listed on a Sales Order, if any, are for reference purposes only and are not binding on Quanterix. All prices and other amounts payable to Quanterix are exclusive of and are payable without deduction for any taxes, customs duties, tariffs, foreign exchange or other conversions, or other charges to the extent claimed or imposed by any governmental authority in connection with the manufacture, sourcing, shipment, sale, storage, use or consumption of Products or Services, all of which are the sole obligation of, and will be passed through to and paid by Buyer. In the event Quanterix is required by law or regulation to pay any such tax, duty, tariff or other charge, such amount will be added to the purchase price of the Products or Services and invoiced to and paid by Buyer. Clerical errors made by Quanterix in the Sales Order are subject to correction.

4. PAYMENT TERMS

- A. Buyer will be invoiced as follows:
- Products: Buyer will be invoiced at the time of shipment.
 - Lab Services: Buyer will be invoiced a non-refundable project setup fee as specified in the Sales Order upon acceptance pursuant to Section 2. Unless expressly stated otherwise in a Sales Order, Buyer will be invoiced as Services are completed. Should the Buyer default or terminate, the Buyer is responsible for payment of all work performed to date, including costs incurred, all non-cancellable expenses incurred, reasonable overhead, and a reasonable profit margin.
 - Field Service: Buyer will be invoiced (i) for service contracts, the first day of service coverage under the contract; or (ii) for demand service, the date on which service is performed.
 - Installation Services: Buyer will be invoiced for installation upon completion of Product installation.

Payments are due in full within thirty (30) days of the date of the invoice, except as specifically stated otherwise in the Sales Order. All payments shall be made in the currency listed on the invoice. If payment is made by wire or other electronic funds transfer, Buyer is solely responsible for any bank or other fees charged and will reimburse Quanterix for any such fees.

- B. If Buyer fails to pay any amounts when due, Quanterix shall be entitled to suspend the delivery of any Products or performance of any Services and/or reject any of Buyer's future orders. If payment in full is not received by the due date, interest may accrue on all unpaid amounts at the rate of 1.5% per month or the maximum legal rate, whichever is less, together with all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) incurred by Quanterix in collecting such overdue amounts or otherwise enforcing Quanterix's rights hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Quanterix.
- C. Any credit terms extended to Buyer may be changed or withdrawn by Quanterix at any time upon notice. Quanterix reserves the right to run a credit review of Buyer or require alternative payment terms, including, without limitation, a letter of credit or full or partial payment in advance. If Buyer fails to make advance payment when requested to do so by Quanterix or if Buyer is or becomes delinquent in the payment of any sum due Quanterix or refuses to accept C.O.D. shipments, then Quanterix shall have the right, in addition to any other remedy to which it may be entitled in law or in equity, to cancel Buyer's Sales Order and terminate the Agreement, refuse to make further deliveries, refuse to provide further Products or Services and declare immediately due and payable all unpaid amounts for Products previously delivered to Buyer or Services previously performed for Buyer.

5. SPECIFICATIONS

The specifications of Products set forth in sales literature are not guaranteed unless certified in writing by Quanterix. Quanterix reserves the right to make changes to the specifications of any Product delivered under the Agreement from time to time, at Quanterix's discretion.

6. SHIPMENTS/DELIVERY

- A. Quanterix will ship Products or Deliverables for Lab Services FOB Origin (Incoterms 2020) for domestic shipments and FCA (Incoterms 2020) for international shipments from Quanterix's shipping point, warehouse, or service center, via a carrier specified by the Buyer.

Buyer shall instruct Quanterix to (i) schedule the Buyer's named forwarder on their behalf or (ii) if Buyer has an account with the carrier, charge such account directly. Where Buyer furnishes special transportation instructions, any related expense to accommodate such instructions will be added to the invoice(s) and paid for by Buyer, including any special handling, packaging, and additional freight charges.

Delivery will be deemed complete upon collection by the carrier set forth above. The carrier shall be deemed the Buyer's agent, and any claims for damages in shipment must

be filed by Buyer with the carrier. Title and risk of loss and damage to the Products or or Deliverables for Lab Services pass to the Buyer at the time Products or or Deliverables for Lab Services are delivered to the carrier.

- B. If Buyer is unable to provide a carrier for the shipment, Quanterix will ship Products, Deliverables for Lab Services or Field Service and Warranty parts FOB Destination (Incoterms 2020) for domestic shipments and DAP (Incoterms 2020) for international shipments at the address designated by Buyer via a carrier specified by Quanterix. Quanterix will pre-pay all transportation, insurance, shipping and handling charges and will charge the Buyer for all such fees. Delivery will be deemed complete upon delivery to Buyer's location set forth above. Title and risk of loss and damage to the Products or Services pass to the Buyer at the time Products or Services are delivered to the named destination.
- C. Buyer will pay for all import duties, taxes, and brokerage fees, and shall instruct Quanterix to (i) direct the carrier to charge the Buyer directly or (ii) if the Buyer has an account with the carrier, charge such account.
- D. Quanterix reserves the right to delay the fulfillment of a Sales Order or partially fulfill a Sales Order if Quanterix determines, in its sole discretion, that the Products manufactured for Quanterix do not meet Quanterix quality standards or if there is a failure of a Quanterix supplier or their suppliers in supplying a Product to Quanterix. The scheduled shipping or delivery date, if provided to Buyer by Quanterix, is Quanterix's reasonable estimate of the time the Products will be shipped or Deliverables will be delivered and Quanterix assumes no liability for loss, general damages, or special or consequential damages due to delays. Unless expressly stated otherwise in the Sales Order, Quanterix may make delivery in installments and may render a separate invoice for each installment. Each installment delivery shall be considered a separate independent transaction, and payment therefore shall be made accordingly. Completion of any installation Services shall not be a condition precedent to Buyer's obligation to make payments hereunder for the underlying Product.

7. INSTALLATION; SERVICE AND MAINTENANCE

- A. Quanterix and the Buyer will cooperate with each other to coordinate any required System installation. Unless otherwise specified in the applicable Sales Order, installation Services are billed as a separate line-item. Buyer shall be responsible for the procurement at its expense of any special permits required for the installation or operation of the System.
- B. Quanterix will not be obligated to perform service or maintenance of any System, which in its sole judgment (i) has been repaired by other than an authorized Quanterix representative; (ii) has been altered or damaged as a result of additions or changes made to the System by the Buyer or anyone else not authorized by Quanterix; (iii) has been damaged by environmental conditions at the Buyer's site; (iv) has been damaged due to operator error or failure to perform standard operating procedures and routine maintenance as prescribed in any operator's manual provided by Quanterix; (v) has been damaged as a result of the Buyer moving the System from its installed location; (vi) has unauthorized software installed; or (vii) has been used in breach of any term or condition

of the Agreement. If Quanterix is unable to perform installation Services within three (3) months of a System's shipment date as a result of Buyer's failure to prepare the site as required, Buyer will be responsible for any costs associated with such delay, including without limitation, any required hardware, software, and firmware updates.

- C. Certain Systems include remote access and/or performance monitoring functionality (the "Remote Functionality") that allows Quanterix to acquire and collect data (the "Data") pertaining to performance, sample processing reliability, and/or data yield. This functionality does not collect personally identifiable patient information or information regarding samples. Quanterix may use the Data for purposes including, but not limited to, assistance with product repairs, diagnostics, research, and analytics to improve functionality or optimize customer usage, product development and quality control/improvement, and may require access to the Remote Functionality and the Data to provide Services.
- D. All software, including any firmware or other software included with any other Product, is non-exclusively licensed, not sold, by Quanterix, and Buyer's use thereof is subject to the terms of any applicable software license as described in Section 16. For clarity, Buyer acknowledges that no software is provided as "work for hire" under any applicable laws and this is not an agreement for the sale of any software.

8. ACCEPTANCE

- A. Subject to the limited warranty below, the Buyer shall be deemed to have accepted Products pursuant to Section 6 above.
- B. The Buyer shall inspect all Consumables within five (5) business days after deemed acceptance (the "Inspection Period"). Buyer shall notify Quanterix within the Inspection Period of any missing quantity or components of Consumables or any delivery of Consumables not ordered or any Consumables damaged in transit. In the event of a Quanterix, or a Quanterix affiliated party, caused error or damage, Quanterix shall use commercially reasonable efforts to provide replacement Consumables. Quanterix shall bear the expenses for such replacement. In the event of a Buyer, or Buyer's affiliated party, caused error or damage, Buyer shall reorder damaged consumables at then stated pricing and shall also be subject to the terms set forth in Section 6.
- C. The remedies in Section 8B are Buyer's sole and exclusive remedy with respect to such missing or damaged Consumables. Buyer hereby waives any claims it may have related to the Consumables not reported within the Inspection Period.

9. WARRANTY

- A. All warranties are personal to the Buyer and may not be transferred or assigned to a third-party, including an affiliate of Buyer. All warranties are facility specific and do not transfer if the Product is moved to another facility of Buyer, unless Quanterix conducts such move. The warranties described in these Terms and Conditions exclude any stand-alone third-party goods that may be acquired or used with the Products.

- B. **Warranty for Systems:** Subject to the exclusions set forth in Section 9E below, Quanterix warrants that the System (including Quanterix-supplied components and accessories, but excluding Software) sold under the Agreement shall be free from material defects in workmanship and materials for one (1) year after installation of the System; provided, however, that (a) components or accessories of the System which by their nature are not intended to, and will not, function for one (1) year are warranted only to give reasonable service for a reasonable time; and (b) the warranty for the System, or its components or accessories purchased by Quanterix from a third-party manufacturer and sold to Buyer, including as part of or as a replacement part for a System, shall be limited to those warranties, if any, offered by such third-party manufacturer on a pass-through basis to Buyer.
- C. **Warranty for Consumables:** Subject to the exclusions set forth in Section 9E below, Quanterix warrants that the Consumables sold under the Agreement shall be free from material defects in workmanship and materials until (i) the expiration date indicated on such Consumables by Quanterix or (ii) for any Consumables that do not have an expiration date, twelve (12) months from the date of shipment.
- D. **Warranty for Services:** Quanterix warrants that (a) it possesses the necessary expertise to perform Services consistent with professional standards of the industry, and (b) Services will be performed in a professional and workmanlike manner consistent with professional standards of the industry. Quanterix shall re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed. Quanterix may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
- E. The foregoing limited warranties in Sections 9B through 9D shall be void if: (i) the System is moved from the location within Buyer's facility where the System was installed by Quanterix either by Quanterix at the direction of Buyer or by Buyer's actions subsequent to delivery; (ii) the System, any component thereof, or any Consumable is used in breach of these Terms and Conditions (including the License); (iii) the System, any component thereof, or any Consumable is not used in compliance with the accompanying documentation (including but not limited to operators manual or other labeling provided with the Products or Deliverables) provided by Quanterix; (iv) the System, any component thereof, or any Consumable is used with software, hardware or machinery not authorized by Quanterix (v) the System, any component thereof, or any Consumable has been subjected to: physical abuse, misuse, abnormal use, tampering, or unusual physical stress; damage during shipment after risk of loss has passed to Buyer (pursuant to Section 6); use by inadequately trained or untrained operators; use after defect or malfunction has been detected; improper storage or failure to continually provide a suitable operating environment; modification, accessorization and/or servicing (including installation) by anyone other than Quanterix or a third party designated by Quanterix, unless pre-approved by Quanterix; acts of God; negligence or accidents; (vi) the System, any component thereof, or any Consumable is returned in improper packaging; or (iv) the failure of Services to meet any specified acceptance criteria is due to the negligence or

misconduct of Buyer or due to materials provided by Buyer and used in the Services. If the System is used with any reagent or consumable not supplied by Quanterix, the System may not work in accordance with the specifications set forth in the product specifications provided in the System Brochure. Furthermore, in such a case, any repairs or service required as a direct result of usage of consumables or reagents not provided by Quanterix, will not be covered by Quanterix' warranty and service contract.

- F. If Quanterix's investigation and inspection discloses that a Product or component defect developed within the applicable warranty period (described in Sections 9B- 9C) under normal and proper use in accordance with the Agreement and Quanterix's operating instructions, Quanterix agrees, at its option, either (i) to correct by repair, or by replacement with an equivalent product or component, any such defective Product or component, or (ii) to refund the purchase price paid by Buyer for such defective Product. Any Product or component replaced by Quanterix shall be owned by Quanterix and at Quanterix's request shall be returned to Quanterix. Any Product repaired or replaced will also be warranted for the remainder of the applicable original Warranty Period or for sixty (60) calendar days, whichever is the longer. No Products shall be returned to Quanterix for repair or refund without the prior written authorization of Quanterix, including, where required by Quanterix, an applicable return authorization number ("Quanterix's Returned Goods Authorization"). Buyer shall follow Quanterix's instructions regarding any return of defective Product or component. Failure to follow Quanterix's instructions or return of a Product without authorization will void the warranty set forth in Section 9B- 9C. The repair or replacement of any Product or component, or the refund to Buyer of the purchase price paid for such Product or component, is Buyer's sole and exclusive remedy with respect to the failure of any Product to be free from material defects in workmanship and materials (in accordance with the limited warranties in this Section 9).
- G. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION 9, THE PRODUCTS, SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND QUANTERIX MAKES NO WARRANTY, EXPRESS, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, SERVICES, OR DELIVERABLES, OR OTHERWISE IN CONNECTION WITH THESE TERMS AND CONDITIONS, AND QUANTERIX HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE PRODUCTS, SERVICES, OR DELIVERABLES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. QUANTERIX DOES NOT GUARANTEE THAT THE USE OF THE PRODUCTS OR PROVISION OF SERVICES OR THEIR RESULTS OR DELIVERABLES SHALL BE UNINTERRUPTED OR ERROR-FREE.

10. LAB SERVICES

- A. **USE AND RETURN OF MATERIALS:** Quanterix 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 Buyer, Quanterix shall return to Buyer any unused Materials, at Buyer's cost.
- B. **DELIVERY AND PERFORMANCE:** Buyer acknowledges and agrees that (a) the Lab Services and Results depend on the quality and other properties of the Materials as received by

Quanterix, which shall be Buyer's sole responsibility, (b) Quanterix does not warrant or guarantee successful results with respect to Lab Services, and (c) any use of the Lab Services or Results (including any research or development using the Services or Results) by or on behalf of Buyer is at Buyer's sole risk and Buyer assumes all liability for losses or damages that may arise from such use.

11. LIMITATION OF LIABILITY

- A. Quanterix shall not be liable for any loss, damage, or injury resulting from Buyer's or third parties' negligence, lack of training, use or misuse, or misapplication of the Products or Deliverables. In no event shall Quanterix (or its suppliers or licensors) be liable to Buyer or any third parties for any consequential, incidental, punitive, contingent, indirect, statutory or any other special damages (including without limitation interruption of business, loss of profits or loss of data) arising out of or related to the Agreement or the manufacture, use (or inability to use), sale, handling, supply or failure or delay in supplying the Products, providing the Services, delivering the Deliverables, or repair, maintenance or replacement of any product, whether in contract, tort, or otherwise, even if Buyer was advised of the possibility of such damages and notwithstanding any failure of essential purpose. Buyer assumes sole and exclusive responsibility and liability for its use of the Products and Deliverables.
- B. Quanterix's (and its suppliers' and licensors') liability for damages on account of a claimed defect in any Product, or arising out of the manufacture, sale, supply or failure or delay in supplying the Products, or Services related thereto, providing the Services, or delivering the Deliverables, whether based upon warranty, contract, tort, strict liability or otherwise, shall in no event exceed the applicable purchase price paid by Buyer with respect to the Product, Service or Deliverable on which the claim is based. Further, with respect to any Consumable, Quanterix's liability hereunder shall be limited and subject to Buyer's claim brought within one year of delivery of such Consumable to Buyer. Quanterix shall not be liable for damages relating to any non-Quanterix instrument, equipment, or apparatus with which any Product is used. No action relating to the Products or Services may be brought by Buyer more than one year after shipment of a Product or delivery of a Deliverable. Quanterix disclaims all liability of any kind of Quanterix's suppliers and licensors.

12. INTELLECTUAL PROPERTY

- A. Buyer acknowledges that: (i) all right, title, and interest in and to all patents, copyrights, trademarks, trade secrets, and all other intellectual property and proprietary rights subsisting in or related to the Products or Services ("IP Rights") belong to Quanterix; (ii) no transfer of ownership, title, or any other rights in the IP Rights is made by the sale of any Product or Service to Buyer, except for the limited right to use the Products or Services in compliance with all applicable terms and conditions of the Agreement; and (iii) such right to use the Products or Services explicitly does not include the right to modify, enhance, or improve the IP Rights or Products or to transfer IP Rights or Products or Services to any third party. Buyer shall not engage in any act or omission that would impair any IP Rights of Quanterix or its suppliers or licensors.

- B. Lab Services: Subject to Sections 12C and 12D below, (i) Buyer will own all rights to Deliverables and (ii) Quanterix will assign and does assign to Buyer all right, title, and interest in and to all Deliverables. Buyer shall be solely responsible for the interpretation and analysis of test results provided in connection with any Deliverables.
- C. Notwithstanding anything to the contrary contained herein, any (i) technology improvements, processes or process improvements developed by Quanterix related to Quanterix's pre-existing technology, and (ii) pre-existing patents, trade secrets, know-how or other technology or information owned or controlled by Quanterix and that are incorporated into or embodied in any Deliverables provided hereunder will be owned by Quanterix. Quanterix hereby grants to Buyer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, non-transferable, fully paid-up license for research use only under Quanterix's intellectual property rights that are incorporated into or embodied in any Deliverables solely to the extent necessary for Buyer to utilize the Deliverables for research use only purposes.
- D. Notwithstanding anything herein to the contrary, if Lab Services include development of an assay for Buyer and such assay is developed by Quanterix using commercially available reagents and antibodies, Quanterix shall have the right to manufacture, commercialize, and sell such assay as part of its commercial product offerings.

13. COMPLIANCE WITH APPLICABLE LAWS

Buyer shall use the Products or Deliverables in strict accordance with all applicable local, state, and federal laws, regulations, and guidelines, including without limitation all safety precautions accompanying the Products or Deliverables. Without limiting the foregoing, Buyer shall strictly comply with all applicable export laws, controls and regulations, and Buyer shall not export, divert, transfer or disclose, directly or indirectly, any Product, Deliverable or related technical data, materials or documents to any country (or any national or resident thereof) which the U.S. Government determines from time to time is a country (or end-user) to which such export, re-export, diversion, transfer or disclosure is restricted, without obtaining the prior written authorization of Quanterix and the applicable U.S. Government agency. Buyer shall use prudence and reasonable care in the use, handling, storage, transportation, disposition, and containment of the Products or Deliverables. Quanterix shall have no responsibility or liability for the use of any Product or Deliverable in violation of this Section 13.

14. RIGHTS, RESTRICTIONS, AND REGULATORY

- A. Subject to these terms and conditions, Buyer is granted only a non-exclusive, non-transferable, personal, right under Quanterix's IP Rights to use the Product in Buyer's facility where the Product was initially installed in accordance with the Product's Specifications and Documentation, specifically excluding the following "Excluded Uses": any use that (a) is a use of the Product as, or as a component of, a Marketed Device, (b) is a use of the Product to perform testing of human samples and specimens collected from outside the Buyer's Ship-To Country, excluding testing for internal research (which includes research services provided to third parties), or (c) is a use of the Product (or information generated from the use of the Product) that is either prohibited by applicable

law or regulation, or contrary to ethical guidelines promulgated by established national and international ethical bodies. Additionally, Buyer is granted a non-exclusive, non-transferable, personal, non- sublicensable license under Seller's IP Rights to install and use Software made available by Quanterix with the Product, solely in accordance with the Product's Specifications and Documentation, specifically excluding the Excluded Uses; this license will terminate upon Purchaser's failure to comply with these terms and conditions, or by Buyer discontinuing use of the Software and destroying or removing all copies thereof. Buyer agrees that the contents of and methods of operation of the Product are proprietary to Quanterix and the Product contains or embodies trade secrets of Quanterix.

- B. The conditions and restrictions found in these terms and conditions are bargained for conditions of sale and therefore control the purchase and use of the Products by Buyer.
- C. Buyer agrees: (i) to only use the Product in accordance with the Product's Documentation and Specifications and not to, nor authorize any third party to, use the Products for any Excluded Uses, (ii) to use each Consumable only one time, (iii) to use only Quanterix Consumables with Quanterix Systems, and (iv) to not use the Products in a manner that deprives any individual or group of individuals her, his, or their fundamental human rights. The limitations in (ii)-(iii) do not apply if the Documentation or Specifications for the Product expressly state otherwise. Buyer and any user of the Products shall comply with this Section 14, and all internationally recognized human rights standards and best practices. Buyer shall notify Seller of any suspected or actual breach of this section, or of any disappearance, theft, or confiscation of Products promptly, but no later than 15 days following knowledge of the applicable incident.
- D. Buyer shall not and shall not attempt or purport to: (i) modify, reverse engineer, decompile or disassemble any Product or component thereof; or (ii) rent, lease, loan, sell, sublicense, distribute, transmit or otherwise transfer any Product, or any of Buyer's rights to use any Product, to any third party.
- E. Buyer acknowledges that Products are labeled "For Research Use Only. Not for use in diagnostic procedures" or with a similar labeling statement and have not been approved, cleared, or licensed by the FDA or any other regulatory entity whether foreign or domestic for any specific intended use, whether research, commercial, diagnostic, or otherwise. Buyer must ensure it has any regulatory approvals that are necessary for Buyer's intended uses of Products and may not use any Product in any manner that conflicts with this labeling statement.
- F. Buyer may not disclose any financial terms of the Agreement to any third party without the prior written consent of Quanterix, except as (and only to the extent) required by securities or other applicable law.

15. U.S. GOVERNMENT CONTRACTS

If the Products or Deliverables to be furnished under the Agreement are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government contract number shall appear on Buyer's purchase order, those clauses of the applicable U.S. Government procurement regulation which are required by Federal Statutes to be included in U.S. Government

subcontracts shall be incorporated herein by reference, including, without limitation, the Fair Labor Standards Act of 1938, as amended. The Products or Deliverables (including each of the components that constitute Software and its related documentation) are a “commercial item” as that term is defined at 48 C.F.R. 2.101. As it relates to any Software, the Software is “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the components of Software and any documentation provided with Software with only those rights set forth in this Agreement.

16. SOFTWARE LICENSE

- A. Products or Deliverables to be furnished under the Agreement may include Software. To the extent any Products or Deliverables include any Software, use of such Software shall be subject to the terms of the License (defined below).
- B. Subject to the terms and conditions of this Agreement, Quanterix grants to Buyer a limited, non-exclusive, non-transferable, non-sublicensable license (the “License”), to execute and use the Software solely for the purpose of operating the System ordered and paid for under the terms of this Agreement. Buyer is not entitled to make a copy of the Software. Quanterix and Buyer intend and agree that all Software provided hereunder is being licensed and not sold; that the words “purchase,” “sell,” or similar or derivative words are understood and agreed to mean “license”; and that the word “Buyer” or similar or derivative words are understood to mean “licensee.” Notwithstanding anything to the contrary contained herein, Quanterix or its licensor(s), as the case may be, retains ownership of and all rights, title, and interest in and to the Software. Buyer shall use all Software provided hereunder in accordance with the License and any user documentation provided by Quanterix. For purposes of Section 117 of the Copyright Act of 1976, as amended, and for all other purposes, Quanterix will be considered the owner of the Software and related documentation provided hereunder and any copies thereof, and of all copyright, trade secret, patent, trademark, and other intellectual property rights therein. Buyer agrees not to copy, sell, transfer, license, loan, or otherwise make available to third parties any Software or related documentation provided hereunder. Buyer shall not modify, adapt, translate, create derivative works from, enhance, or otherwise change or supplement any Software provided hereunder. The source code for the Software will not be disclosed to the Buyer, and Buyer shall not disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code for any Software supplied hereunder.
- C. Certain Software or portions thereof provided by Quanterix may be owned by one or more third parties and may be licensed to Quanterix. Quanterix and Buyer intend and agree that such Software or portions thereof owned by third parties and provided hereunder are being sub-licensed to Buyer, that such third parties retain ownership of and title to the same, and that such third parties may directly enforce Buyer’s obligations hereunder in order to protect their respective interests in such Software or portions thereof. The warranty provisions set forth herein shall not apply to Software or portions thereof owned by third parties and provided hereunder.

- D. Updated or enhanced versions of the software are subject to upgrade by Quanterix. Quanterix is not obligated to provide updates to software to the Buyer.

17. ASSIGNMENT

This Agreement and Buyer's rights and obligations hereunder may not be assigned by Buyer without the prior written consent of Quanterix, except that Buyer may, without Quanterix's prior consent, assign this Agreement in whole to an affiliate or its successor in interest to all or substantially all of its assets to which this Agreement relates.

18. FORCE MAJEURE

Quanterix shall not be liable for failure to perform any of its obligations under the Agreement, including any loss or damage resulting therefrom, if: (i) any Product covered by the Agreement is purchased for end use outside the United States (unless stated otherwise in the Sales Order), or (ii) such performance of obligations is in any way adversely affected by the occurrence of any contingency or any cause or causes beyond the control of Quanterix, including, without limitation, acts or forces of nature, any law, rule, regulation of or any act or request of any government authority or agency, failure of any contractor or supplier, manufacturer or distributor product recall, fire, flood, storm, pandemic, explosion, accidents, war, embargo, riot, acts of terrorism, labor dispute, labor or material shortage, and/or delays in transportation.

19. MISCELLANEOUS

Nothing in the Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. Neither party is authorized to act as an agent for the other party. Buyer acknowledges and agrees that one or more of the Products or Deliverables may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. This Agreement is made in, governed by, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflicts of law principles thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to the Agreement. The Agreement constitutes the entire agreement between Quanterix and Buyer pertaining to the sale of the Products or Services by Quanterix to Buyer, and any prior understandings, agreements, and representations, oral or written, are superseded by the Agreement. If any provision of the Agreement, or the application thereof to any person or circumstance, is held invalid, illegal or unenforceable, the remaining terms and conditions of the Agreement, and/or the application of such provision to other persons or circumstances (as applicable), shall not be affected thereby, and to such end the provisions of the Agreement are agreed to be severable. Unless otherwise expressly set forth herein, the remedies contained herein are cumulative in addition to any other remedies at law or in equity. Waiver by a party of any provision of the Agreement or of any breach by the other party of any provision of the Agreement shall not be deemed a waiver of future compliance with the Agreement, and such provision, as well as all other provisions of the Agreement, shall remain in full force and effect. No waiver by a party of any provision or breach of the Agreement shall be effective unless in writing and signed by such party. The headings of clauses contained in the Agreement are inserted

solely for convenience and ease of reference only and shall not constitute any part of the Agreement or have any effect on its interpretation or construction.

