GENERAL TERMS & CONDITIONS

Pixelgen Technologies AB

PIXELGEN

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1. Introduction

1.1. These general terms and conditions ("**GTCs**") govern Pixelgen® Technologies AB ("**Pixelgen**") sale, delivery and licensing of molecular pixelation reagent Kits (or "**Goods**"), Software (each as defined below) and associated instructions of use ("**Documentation**") to you, our customer ("**Customer**"). Pixelgen and Customer may individually below be referred to as a party ("**Party**") and together as the parties ("**Parties**").

1.2. These GTCs and, if applicable, a relevant quote issued by Pixelgen ("**Quote**") for the sale of Kits and Software constitute the "**Agreement**".

1.3. Each Pixelgen reagent kit consists of reagents for spatial proteomic profiling of individual single cells using Pixelgen's proprietary single-cell molecular pixelation technology ("**Kits**") coupled by Next Generation Sequencing (NGS) read-out as downstream decoding methodology. Output NGS data is processed and analyzed by Pixelgen's Pixelator® software suite ("**Software**"), made available to Customer via GitHub or Pixelgen's website - Pixelgen.com.

2. Order and Acceptance

2.1. Customer's submission to Pixelgen of a purchase order in any manner, including by facsimile, e-mail PDF or other electronic delivery, or via Pixelgen's e-commerce solution at Pixelgen.com

("**Webshop**"), for the purchase of Goods from Pixelgen ("**Purchase Order**") constitutes Customer's acceptance of the Agreement.

2.2.   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 Pixelgen and shall be excluded in their entirety, except for the following terms: (a) quantity of Goods; (b) type of Goods; (c) bill to address; and (d) ship to address.

2.3.   Upon acceptance of a Purchase Order, Pixelgen will send an order confirmation. Pixelgen reserves the right to reject orders based on availability, among other reasons. Pixelgen will inform Customer immediately if it is unable to complete an order. Once accepted by Pixelgen, Customer may not cancel a Purchase Order unless agreed to by Pixelgen in writing.

3. Price and Payment

3.1.   The purchase price for the Goods is stated in the relevant Quote, and if no Quote is issued, e.g., by ordering through the Webshop, in Pixelgen's then-current price list, which is subject to change without notice. Pixelgen's Quotes are valid for thirty (30) days from the quotation date unless otherwise expressly stated in the Quote.

3.2.   All prices exclude VAT and any other taxes, charges or fees all of which shall be borne by Customer. All prices exclude costs for shipping and handling unless otherwise expressly stated by Pixelgen in the Quote or as communicated when placing a Purchase Order via the Webshop.

3.3. Unless otherwise expressly stated in the relevant Quote, Pixelgen shall invoice Customer upon shipment of the Goods.

3.4. If invoiced, Customer shall pay all amounts due within thirty (30) days of Customer's receipt of invoice in the currency specified in the invoice to the following:

> Bank: Handelsbanken
> Account: 6106 - 391 733 648
> SWIFT/BIC: HANDSESS
> IBAN: SE72 6000 0000 0003 9173 3648

3.5. 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 Pixelgen's other rights, Pixelgen may suspend delivery or cancel 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 seven (7 %) percent of unpaid payment or, if less, the delay interest rate (*Sw. dröjsmålsränta*) applicable from time to time under the Swedish interest act (1975:635).

4. Delivery and Delay

4.1. Pixelgen will deliver all Goods in accordance with applicable laws and regulations. Customer is responsible for obtaining, at its own cost, all approvals, licenses and permits necessary for importation of Goods, as well as for use of the same into/within its territory.

4.2. Unless otherwise expressly agreed to in writing by Pixelgen, all Goods shall be shipped FCA (ICC Incoterms 2020) from Pixelgen's

designated point of shipping to the address designated in the applicable Purchase Order.

4.3. Pixelgen reserves the right to select the packaging and shipping method and the carrier to be used for the Buyer's order. Shipping and handling costs will be added to the invoice. Pixelgen will not be responsible for any loss or damage to Products following delivery to the carrier. Shipping time will depend on the country of destination.

4.4. Delivery dates are estimates only and Customer may not hold Pixelgen liable for any losses, expenses or damages caused by delivery after a specified delivery date.

4.5. Pixelgen will promptly inform Customer of any expected delay in delivery of Goods as well as the estimated new delivery time, if possible.

4.6. Upon receipt of a Goods delivery, Customer shall comply with the instructions set forth in these GTCs, as applicable, as well as any instructions accompanying the Goods.

4.7. The Software is made available via GitHub and Pixelgen.com and is downloadable at all times by following instructions on Pixelgen's webpage and in the Documentation.

5. Inspection and Acceptance

5.1. Within forty-eight (48) hours of its receipt of Goods, Customer shall inspect such Goods to determine the existence of any defects or non-conformance with applicable specifications provided by Pixelgen. Customer shall promptly notify Pixelgen of

any defects or non-conformance, including any discrepancy regarding quantity. In the event Goods contains defects that could not have been noticed at the time of Customer's inspection, Customer shall promptly (and in no case longer than three (3) days from discovery of such defect) notify Pixelgen of the discovery of the applicable latent or non-obvious defect. In the event Customer determines any Goods to be defective or non-conforming, Customer shall take all reasonably necessary actions to prevent further damage to such Goods or damage the Goods could cause and take all action necessary to mitigate such damage, if possible.

5.2. Customer's sole remedy for defective or non-conforming Goods shall be, at Pixelgen's option: (a) prompt replacement of such Goods (or part of Goods, as applicable), or (b) a refund of the price paid by Customer to Pixelgen for such Goods (or part of Goods). All other liability or sanctions under the Swedish sale of goods act (*Sw. Köplagen 1990:931*) or the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. For the avoidance of doubt, Pixelgen shall have no obligation to refund the price of or replace Goods that have reached their expiration date, even if Customer discovers a non-conformance or defect before or after such expiration date.

5.3. If Customer does not contact Pixelgen within the time limits described above, the Goods will be deemed accepted by Customer.

5.4. If Customer directs third parties to use the Kits to perform analysis using the Kits and deliver analysis data to Customer, the

requirements and time limits described in this Section 5 shall apply from the third party's receipt of Goods.

6. Use of Kits and Software

6.1. Kits and Software may be used for research purposes only and shall not be used for diagnostic or clinical decision making.

6.2. Customer may only use the Kits and Software in accordance with (i) this Agreement and (ii) the Documentation provided with the Kits and Software. Customer is solely responsible for ensuring that the Kits and Software are suitable for Customer's intended use and that Customer's use of the Kits and Software complies with all laws, regulations, and governmental policies applicable to Customer's operations.

6.3. Customer may use the Kits and Software to perform services for third parties only in accordance with the limitations set forth in this Agreement. Customer may direct third parties to use the Kits and Software to perform analysis for the Customer only in accordance with the limitations set forth in this Agreement. Customer may not resell Kits and associated Software without the prior written consent of Pixelgen. Should the Customer regardless of this provision, resell Kits and associated Software to third parties, the Customer shall indemnify and hold Pixelgen harmless for any and all damages, loss and costs suffered by Pixelgen related to any claims addressed towards Pixelgen from such third parties.

6.4. Customer is required and accepts to exclusively use the Software i.e., the processing tool Pixelator® for initial processing of all data generating metrics including, but not limited to, co-localization

scores and polarity scores, when using the Kits in accordance with Pixelgen instructions as described in the Documentation. Pixelgen offers no warranty and/or support if Pixelator® has not been used as the initial quality control and analyzing tool for data generated by running a reagent Kit.

6.5.   Customer shall not reverse engineer, disassemble or otherwise attempt to reconstruct, identify, or discover any underlying ideas, techniques, or functionalities of the Kits ("Reverse Engineer").

6.6.   In the event Customer uses the Kits and Software to provide services to third parties or directs a third party to use the Kits and Software to perform analysis using the Kits and Software and deliver analysis data to Customer, Customer shall ensure that such third parties are subject to and comply with the restrictions set forth in these GTCs, as applicable. Customer shall immediately notify Pixelgen if Customer becomes aware of or suspects that a third party is in violation of the restrictions set forth in this Agreement.

6.7.   Customer shall only use Kits, Software, and associated reagents, consumables, and documentation consistent with all written instructions (including standard operating procedures and product instructions and labeling) provided by Pixelgen in the Documentation. Customer shall ensure that the laboratory setup in which the workflow will be performed, complies with the written requirements provided by Pixelgen, and applicable law and regulations.

6.8.   Customer acknowledges that the Kits and Software have been validated for analysis of peripheral blood mononuclear cells (**"PBMCs"**) as further outlined and described in the

Documentation. Use of other sample cell types ("**Non-Validated Samples**") may result in inaccurate or incomplete data, outcomes, conclusions, and/or results. Use of Non-Validated Samples shall be at Customer's sole risk. Pixelgen shall bear no responsibility for the data, outcomes, conclusions, or results obtained through use of Non-Validated Samples.

6.9. Breach of Sections 6.1, 6.5and/or 6.6 by Customer constitutes a material breach by Customer, and in such event, without limiting any other remedies available to Pixelgen, Pixelgen shall be entitled to terminate the Agreement with immediate effect, and Customer shall indemnify Pixelgen from any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) due to such breach.

6.10. Customer shall be solely responsible for procuring all equipment and additional resources required to use the Kits and the Software, including NGS sequencing kits as well as computational power and sufficient storage for processing of data.

6.11. In the event that Customer has or receives (a) any quality complaints regarding the Kits or (b) any requests regarding further development of the Kits, then Customer shall promptly forward such complaints or requests to Pixelgen. If Customer has reason to believe that any Pixelgen Background IP (as defined in Section 7.1 below) may be subject to a claim for intellectual property infringement, then Customer shall promptly notify Pixelgen. Customer shall assist Pixelgen in enforcing Pixelgen's rights in the context of this Agreement, against third parties to which Customer has provided services.

7. Intellectual Property Rights – Kits and Software

7.1. Customer acknowledges that Pixelgen owns, or has licenses to, certain methods, materials, technologies, software, approaches, techniques, inventions, processes, know-how or intellectual property, including those embodied in the Kits (the "**Pixelgen Background IP**") and that Customer will use certain Pixelgen Background IP in its use of the Kits. Customer agrees that (a) all Pixelgen Background IP is and shall remain the sole and exclusive property of Pixelgen and (b) (i) any modifications of, derivatives of, or improvements to Pixelgen Background IP and (ii) any invention, development or discovery that necessarily uses or necessarily incorporates the Pixelgen Background IP (collectively, the "**Pixelgen Improvements**") shall be the sole and exclusive property of Pixelgen. To the extent that Pixelgen Improvements are developed by Customer or otherwise created under the Agreement, Customer acknowledges that any such Pixelgen Improvements and any ownership interest in relation thereto shall automatically upon creation be assigned to Pixelgen. If such automatic assignment is not possible pursuant to applicable law or otherwise, Customer shall, and hereby does, assign, or shall cause to be assigned, all such interest to Pixelgen. Said assignment specifically provides that Pixelgen may, at its sole discretion, transfer, license, make available or otherwise dispose of (in whole or in part), as well as make modifications or changes to the Pixelgen Improvements, including any derivatives thereof. For the avoidance of doubt, Pixelgen makes no representations or

warranties, nor does it assert any ownership rights with respect to intellectual property owned by third parties, as it pertains to such parties' products contained in the Kits.

7.2. Pixelgen grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to (a) use Pixelgen Background IP disclosed in or embodied in the Kits, and (b) use Pixelgen's Software solely for performance of analysis utilizing the Kits, for research purposes, not including diagnostic purposes. Pixelgen shall always be entitled to terminate above said license right with thirty (30) days written notice. Furthermore, the license right shall immediately cease and be deemed to have been terminated if this Agreement is terminated due to breach of agreement by the Customer.

7.3. Customer shall ensure that no publications or presentations of Customer disclose any Pixelgen Background IP or Pixelgen Improvements.

7.4. The Software may include third-party software components, including software made available under an "**open source**" or similar license ("**Third-Party Components**"). To the extent required by the license covering any Third-Party Component, the terms of such license will apply to such Third-Party Component instead of the terms of this Agreement. To the extent the license applicable to any Third-Party Component prohibits any of the restrictions herein with respect to such Third-Party Component, such restrictions will not apply to such Third-Party Component. To the extent the terms of the license applicable to any Third-Party Component requires Pixelgen to make an offer to provide source code or related information in connection with such Third-Party Component, such offer is hereby made.

7.5. If Customer reasonably believes that a Kit may be subject to a claim for intellectual property infringement, then Customer shall allow Pixelgen, at Pixelgen's option and expense, to either: (a) secure for Customer the right to continue using the Kits; (b) substitute the Kit with another non- infringing Kit with similar functionality; or (c) require Customer to return the Kit for a refund of the purchase price Customer paid.

7.6. If a third party makes a claim against Pixelgen for infringement of its intellectual property rights based on (a) Customer's failure to comply with the Agreement or (b) Customer's modification, use or resale of a Kit, then Customer will indemnify and hold Pixelgen harmless from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and other costs of defending and/or settling any action) that Pixelgen may have to pay as a result of the claim.

7.7. Except for the licenses and assignments expressly granted herein, nothing in these GTCs shall be construed to confer any ownership interest, license, or other rights upon either Party by implication, estoppel or otherwise as to any technology or intellectual property rights of the other Party.

8. Warranties

8.1. Pixelgen warrants that the Kits shall be free from manufacturing defects and shall comply with the applicable specifications of such Kits. For clarity, in case of use of the Kits with Non-Validated Samples, the specifications of the Kits shall not be deemed to

apply. Except as expressly stated in this section 8.0, Pixelgen specifically disclaims all warranties, express, implied or statutory.

8.2. Pixelgen will not deliver Kits with less than three (3) months' remaining shelf life and the Kit will comply with the description in the provided Documentation, or as agreed specifically in an Agreement, until the Kit's expiry or "use by" date.

8.3. The warranties set out herein do not apply to defects caused by (a) removal, use, storage, or handling in an improper, inadequate, or unapproved manner, such as failure to follow Pixelgen instructions or user manual; (b) contact with improperly used or unapproved chemicals or samples; (c) modification or alteration of the Kit by anyone other than Pixelgen or a person authorized by Pixelgen; or (d) manufacture in accordance with instructions or specifications provided by Customer. Customer's warranty rights also require that Customer properly inspects the Kits upon delivery in accordance with these GTCs. For the avoidance of doubt, Customer shall be solely responsible for, and Pixelgen makes no warranty with respect to, samples or Kits that have not been handled by Customer in accordance with applicable specifications and instructions or to Kits that are handled by third parties as directed by Customer.

9. Limitations of Liability

9.1. Except for liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, Pixelgen and its representatives shall not, unless such obligation

follows from mandatory law, be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of or relating to any breach of the agreement, regardless of the legal theory (contract, tort, or otherwise) or applicable law upon which the claim is based.

9.2. Pixelgen's total cumulative liability under the Agreement shall not exceed the price paid to Pixelgen under this Agreement during the twelve (12) month period immediately preceding the event giving rise to such liability. This limitation is cumulative and not per incident.

10. Confidentiality

10.1. The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that

such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason. For clarity, all disclosure of Pixelgen Background IP or Pixelgen Improvements by Customer shall be considered a breach of this Section excluding information that is in the public domain as part of Pixelgen's patents.

11. Personal Data

11.1.   When Pixelgen receives or otherwise handles personal data during any troubleshooting or gives advice regarding Kits; Pixelgen will comply with the below and all applicable data protection laws and regulations in force when processing such data.

11.2.   Pixelgen will not transfer personal data to a third country unless (i) so instructed by Customer 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 Pixelgen staff and the staff of its sub-processors who are authorized to process personal data are committed to

confidentiality. Pixelgen has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk associated with the processing. Pixelgen will reasonably cooperate with Customer to fulfill its' obligations to data subjects. Pixelgen will reasonably assist Customer in ensuring compliance with requirements on security of processing. Pixelgen 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.

11.3.   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 Pixelgen.

12. Force Majeure

12.1.   Neither Party will be held responsible for failure or delay in the performance of any obligation under these GTCs, with the exception of the obligation to pay fees, if such failure or delay is due to acts of God, 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 these GTCs 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.

13. Miscellaneous

13.1. 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.

13.2. These GTCs are binding on and insure to the benefit of the Parties to the Agreement and their respective permitted successors and permitted assignees. The Customer may not transfer rights or obligations under these GTCs without prior written consent from Pixelgen.

14. Applicable Law and Dispute Resolution

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

conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute or claim arising out of or in connection with these GTCs or the breach, termination or invalidity thereof, shall be exclusively submitted to Arbitration according to the Rules for Expedited Arbitrations of the SCC Arbitration Institute ("**SCC**").

14.2. The Arbitral Tribunal shall consist of one arbitrator 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.

Pixelgen Technologies AB