

## AKOYA BIOSCIENCES, INC. (“Akoya”) Service Agreement Terms and Conditions

---

- Terms of Agreement:** These Service Agreement Terms and Conditions shall govern all orders for and purchases from Akoya of services under a Akoya Service Plan (“Services”) and shall prevail over any pre-printed, standard or other terms set forth in Buyer’s purchase order or any other document not signed by an authorized representative of Akoya, which are hereby rejected and shall be void. Buyer’s submission of a purchase order or other instrument regarding the purchase of Services in response to Akoya’s quotation or any other Akoya document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
- Reasonable Efforts:** Akoya will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by Akoya and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Akoya.
- Term; Termination:** Akoya may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by Akoya in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by Akoya in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with Akoya, Akoya may, upon written notice to Buyer: suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by either party, Akoya shall refund Buyer any payments made by Buyer for Services beyond the effective date of termination, subject to a 15% cancellation charge on the total value of the underlying Service Plan.
- Payment:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by Akoya and Supplier, Buyer shall deliver payment in full to the address set forth in Akoya’s invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If Akoya retains a collection agency and/or attorney to collect unpaid amounts, Akoya may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys’ fees.
- Warranty; Limitation of Liability:** Akoya warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **AKOYA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. AKOYA’S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT AKOYA’S OPTION. THESE ARE BUYER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL AKOYA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF AKOYA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, AKOYA’S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER’S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**

6. **Exclusions:** Service Plans do not include software or firmware upgrades, except where specifically included in Akoya's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond Akoya's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Akoya; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than Akoya authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in Akoya's quotation.
7. **Consumables:** The cost of consumables supplied by Akoya in performing the Services are the responsibility of Buyer unless otherwise stated in Akoya's quotation. Consumables include Akoya's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
8. **Instrument Recertification:** Akoya 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.
9. **Training; Instrument Relocation:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by Akoya in any particular case.
10. **Assignment; Governing Law:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
11. **Amendment; Entire Agreement:** No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of both Akoya and Buyer. These Service Agreement Terms and Conditions, together with Akoya's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and Akoya's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.

### 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](mailto:support@akoyabio.com)

Web site: <https://www.akoyabio.com/company/contact-us>

To learn more visit [AKOYABIO.COM](https://www.akoyabio.com)  
or email us at [INFO@AKOYABIO.COM](mailto:INFO@AKOYABIO.COM)

