**As confidentially submitted to the Securities and Exchange Commission on August 17, 2017,
pursuant to Section 6(e) of the Securities Act of 1933, as amended, as Amendment No. 1 to the draft registration statement.
This Amendment No. 1 to the draft registration statement
has not been filed publicly with the Securities and Exchange Commission and
all information herein remains strictly confidential.**

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

QUANTERIX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**3826**	**20-8957988**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

**113 Hartwell Avenue
Lexington, MA 02421
(617) 301-9400**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**E. Kevin Hrusovsky
Executive Chairman, President and Chief Executive Officer
Quanterix Corporation
113 Hartwell Avenue
Lexington, MA 02421
(617) 301-9400**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

| **William T. Whelan, Esq.
Megan N. Gates, Esq.
John P. Condon, Esq.
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
(617) 542-6000** | **Brian P. Keane, Esq.
General Counsel
Quanterix Corporation
113 Hartwell Avenue
Lexington, MA 02421
(617) 301-9400** | **Patrick O'Brien, Esq.
Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199
(617) 951-7000** |
|---|---|---|

**Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this registration statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company ☐ Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided to Section 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed maximum aggregate offering price[(1)]	Amount of registration fee[(2)]
Common stock, $0.001 par value per share	$	$

(1) Includes initial public offering price of shares that the underwriters have the option to purchase to cover overallotments, if any. Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate initial public offering price.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 1 to the draft registration statement on Form S-1 of Quanterix Corporation is being confidentially submitted solely for the purpose of adding exhibits to the original draft registration statement that was confidentially submitted on July 20, 2017. Other than the addition of exhibits and corresponding changes to the exhibit index, the remainder of the draft registration statement remains unchanged. Accordingly, the prospectus that forms a part of the draft registration statement is not reproduced in this Amendment No. 1. This Amendment No. 1 does not reflect events occurring after the submission date of the original draft registration statement, or modify or update the disclosures therein in any way other than as required to reflect the amendment set forth below.

Part II

Information not required in prospectus

Item 13. Other expenses of issuance and distribution.

The following table sets forth all costs and expenses, other than underwriting discounts and commissions, paid or payable by the Registrant in connection with the sale of the common stock being registered. All amounts shown are estimates except for the SEC registration fee and the FINRA filing fee:

	Amount paid or to be paid
SEC registration fee	$
FINRA filing fee	
Initial NASDAQ Global Market listing fee	25,000
Blue sky qualification fees and expenses	
Printing and engraving expenses	
Legal fees and expenses	
Accounting fees and expenses	
Transfer agent and registrar fees and expenses	
Miscellaneous expenses	
Total	$

Item 14. Indemnification of directors and officers.

Section 145(a) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), because he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the Delaware General Corporation Law provides, in general, that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor because the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made with respect to any claim, issue or matter as to which he or she shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that,

despite the adjudication of liability but in view of all of the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or other adjudicating court shall deem proper.

Section 145(g) of the Delaware General Corporation Law provides, in general, that a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify the person against such liability under Section 145 of the Delaware General Corporation Law.

Our restated certificate of incorporation, or the Charter, which will become effective upon completion of the offering, provides that no director of our company shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to us or our stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) in respect of unlawful dividend payments or stock redemptions or repurchases, or (4) for any transaction from which the director derived an improper personal benefit. In addition, our Charter provides that if the Delaware General Corporation Law is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of our company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

The Charter further provides that any repeal or modification of such article by our stockholders or amendment to the Delaware General Corporation Law will not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring before such repeal or modification of a director serving at the time of such repeal or modification.

Our restated by-laws, or the By-Laws, which will become effective upon completion of the offering, provide that we will indemnify each of our directors and officers and, in the discretion of our board of directors, certain employees, to the fullest extent permitted by the Delaware General Corporation Law as the same may be amended (except that in the case of amendment, only to the extent that the amendment permits us to provide broader indemnification rights than the Delaware General Corporation Law permitted us to provide prior to such the amendment) against any and all expenses, judgments, penalties, fines and amounts reasonably paid in settlement that are incurred by the director, officer or such employee or on the director's, officer's or employee's behalf in connection with any threatened, pending or completed proceeding or any claim, issue or matter therein, to which he or she is or is threatened to be made a party because he or she is or was serving as a director, officer or employee of our company, or at our request as a director, partner, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of our company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. Article of the By-Laws further provides for the advancement of expenses to each of our directors and, in the discretion of the board of directors, to certain officers and employees.

In addition, the By-Laws provide that the right of each of our directors and officers to indemnification and advancement of expenses shall be a contract right and shall not be exclusive of any other right now possessed or hereafter acquired under any statute, provision of the Charter or By-Laws, agreement, vote of stockholders or otherwise. Furthermore, Article of the By-Laws authorizes us to provide insurance for

our directors, officers and employees, against any liability, whether or not we would have the power to indemnify such person against such liability under the Delaware General Corporation Law or the provisions of Article of the By-Laws.

In connection with the sale of common stock being registered hereby, we will enter into indemnification agreements with each of our directors and our executive officers. These agreements will provide that we will indemnify each of our directors and such officers to the fullest extent permitted by law and the Charter and By-Laws.

We also maintain a general liability insurance policy, which covers certain liabilities of directors and officers of our company arising out of claims based on acts or omissions in their capacities as directors or officers.

In any underwriting agreement we enter into in connection with the sale of common stock being registered hereby, the underwriters will agree to indemnify, under certain conditions, us, our directors, our officers and persons who control us within the meaning of the Securities Act of 1933, as amended, against certain liabilities.

Item 15. Recent sales of unregistered securities.

Set forth below is information regarding shares of preferred stock, common stock and warrants issued, and options granted, by us within the past three years that were not registered under the Securities Act. Also included is the consideration, if any, received by us for such shares, warrants and options, and information relating to the section of the Securities Act, or rule of the Securities and Exchange Commission, under which exemption from registration was claimed.

Issuances of stock and warrants

A. On January 16, 2015 and May 28, 2015, we issued 1,501,546 shares of Series C preferred stock and 600,618 shares of Series C preferred stock, respectively, to a collaborator at a purchase price of $3.3299 per share for an aggregate of $5.0 million and $2.0 million, respectively, upon the achievement of equity milestones under our joint development agreement with the collaborator. The 8,061,612 shares of Series C preferred stock outstanding, including the shares of Series C preferred stock described in this paragraph, will convert into 8,061,612 shares of common stock upon the closing of this offering.

B. On January 29, 2016, we issued a warrant to purchase 57,810 shares of Series C preferred stock to our lender in connection with an amendment to our loan facility.

C. On February 4, 2016, we issued 1,300,000 shares of Series A-3 preferred stock to one accredited investor upon the exercise of warrants to purchase 1,300,000 shares of Series A-3 preferred stock at an exercise price of $0.001 per share for an aggregate of $1,300. On January 26, 2017, we issued 700,000 shares of Series A-3 preferred stock to the same accredited investor upon the exercise of warrants to purchase 700,000 shares of Series A-3 preferred stock at an exercise price of $0.001 per share for an aggregate of $700. The 2,000,000 shares of Series A-3 preferred stock outstanding, including the shares of Series A-3 preferred stock described in this paragraph, will convert into 2,000,000 shares of common stock upon the closing of this offering.

D. On March 18, 2016, we issued an aggregate of 12,420,262 shares of Series D preferred stock to 15 accredited investors at a purchase price of $3.67 per share for an aggregate of $45.6 million. The 12,420,262 shares of Series D preferred stock outstanding will convert into 12,420,262 shares of common stock upon the closing of this offering.

E. From June 27, 2016 through December 6, 2016, we issued an aggregate of 397,530 shares of Series B preferred stock to 10 accredited investors upon the exercise of warrants to purchase an aggregate of 397,530 shares of Series B preferred stock. Warrants to purchase 8,330 shares of Series B preferred stock were exercised at an exercise price of $2.00 per share for an aggregate of $16,600, warrants to purchase Series B preferred stock were exchanged for 76,700 shares of Series B preferred stock in a cashless transaction, and warrants to purchase 312,500 shares of Series B preferred stock were exercised at a price of $0.001 per share for an aggregate of $313. The 6,021,636 shares of Series B preferred stock outstanding, including the shares of Series B preferred stock described in this paragraph, will convert into 6,021,636 shares of common stock upon the closing of this offering.

F. On March 31, 2017, we issued a warrant to purchase 38,828 shares of Series D preferred stock to our lender in connection with an amendment to our loan facility.

G. On June 2, 2017, we issued an aggregate of 2,113,902 shares of Series D-1 preferred stock to five accredited investors at a purchase price of $4.021 per share for an aggregate of $8.5 million. The 2,113,902 shares of Series D preferred stock outstanding will convert into 2,113,902 shares of common stock upon the closing of this offering.

H. From July 1, 2014 through June 30, 2017, we issued an aggregate of 1,320,952 shares of common stock upon the exercise of options and an aggregate of 2,763,953 shares of common stock representing stock awards to certain of our employees, directors and consultants under the 2007 Stock Option and Grant Plan, as amended.

Stock option and restricted stock grants

From July 1, 2014 through June 30, 2017, we granted (i) stock options under the 2007 Stock Option and Grant Plan, as amended, to purchase an aggregate of 8,188,687 shares of common stock, net of forfeitures, at a weighted-average exercise price of $1.75 per share, to certain of our employees, consultants and directors, and (ii) 2,763,953 shares of restricted common stock to one of our executive officers.

Securities act exemptions

The offers, sales and issuances of the securities described above were exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D.

The grants of stock options described above under "—Stock Option Grants" were exempt from registration under the Securities Act in reliance on Rule 701 promulgated under the Securities Act as offers and sales of securities under compensatory benefit plans and contracts relating to compensation in compliance with Rule 701. Each of the recipients of securities in any transaction exempt from registration either received or had adequate access, through employment, business or other relationships, to information about us.

All certificates representing the securities issued in the transactions described in this Item 15 included appropriate legends setting forth that the securities had not been offered or sold pursuant to a registration statement and describing the applicable restrictions on transfer of the securities. There were no underwriters employed in connection with any of the transactions set forth in this Item 15.

Item 16. Exhibits and financial statement schedules.

(a) Exhibits.

See the Exhibit Index attached to this registration statement, which is incorporated by reference herein.

(b) Financial Statement Schedules.

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or notes.

Item 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(a) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(b) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Lexington, Massachusetts, on the day of , 2017.

QUANTERIX CORPORATION

E. Kevin Hrusovsky
Executive Chairman, President and Chief Executive Officer

Signatures and power of attorney

We, the undersigned directors and officers of Quanterix Corporation (the "Company"), hereby severally constitute and appoint E. Kevin Hrusovsky and Joseph Driscoll, and each of them singly, our true and lawful attorneys, with full power to them, and to each of them singly, to sign for us and in our names in the capacities indicated below, the registration statement on Form S-1 filed herewith, and any and all pre-effective and post-effective amendments to said registration statement, and any registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, in connection with the registration under the Securities Act of 1933, as amended, of equity securities of the Company, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
E. Kevin Hrusovsky	Executive Chairman, President and Chief Executive Officer and Director (principal executive officer)	, 2017
Joseph Driscoll	Chief Financial Officer (principal financial officer and principal accounting officer)	, 2017
Douglas G. Cole, M.D.	Director	, 2017

Signature	Title	Date
_____ John M. Connolly	Director	, 2017
_____ Keith L. Crandell	Director	, 2017
_____ Marijn Dekkers, Ph.D.	Director	, 2017
_____ Martin D. Madaus, Ph. D.	Director	, 2017
_____ Paul M. Meister	Director	, 2017
_____ Dennis Sandstedt	Director	, 2017
_____ David R. Walt, Ph.D.	Director	, 2017

Exhibit index

Exhibit number	Description of exhibit
1.1*	Form of Underwriting Agreement.
3.1.1**	Amended and Restated Certificate of Incorporation of the Registrant.
3.1.2*	Certificate of Amendment to the Restated Certificate of Incorporation of the Registrant.
3.2*	Form of Restated Certificate of Incorporation of the Registrant to be filed with the Secretary of State of the State of Delaware upon completion of this offering.
3.3**	By-Laws of the Registrant.
3.4*	Form of Restated By-Laws of the Registrant to be effective upon completion of this offering.
4.1*	Form of Common Stock Certificate.
4.2**	Form of Warrant to Purchase Series A-2 Preferred Stock of the Registrant issued to Silicon Valley Bank.
4.3**	Form of Warrant to Purchase Series C Preferred Stock of the Registrant.
4.4**	Warrant Agreement, dated as of April 14, 2014, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Group Capital, Inc.).
4.5**	Warrant Agreement, dated as of January 29, 2016, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Group Capital, Inc.).
4.6**	Warrant Agreement, dated as of March 31, 2017, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Group Capital, Inc.).
4.7**	Fourth Amended and Restated Stockholders Agreement, dated as of June 2, 2017, by and among the Registrant and the stockholders named therein.
4.8**	Fourth Amended and Restated Registration Rights Agreement, dated as of June 2, 2017, by and among the Registrant and the investors named therein.
5.1*	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
10.1.1**@	2007 Stock Option and Grant Plan, as amended.
10.1.2**@	Form of Incentive Stock Option Agreement under the 2007 Stock Option and Grant Plan, as amended.
10.1.3**@	Form of Non-qualified Stock Option Agreement under the 2007 Stock Option and Grant Plan, as amended.
10.1.4**@	Form of Restricted Stock Agreement under the 2007 Stock Option and Grant Plan, as amended.
10.2*@	2017 Equity Incentive Plan, and forms of award agreements thereunder.
10.3**@	Employment Agreement, dated January 1, 2015, by and between the Registrant and E. Kevin Hrusovsky.
10.4**@	Letter Agreement, dated April 8, 2017, by and between the Registrant and Joseph Driscoll.

Exhibit number	Description of exhibit
10.5**@	Letter Agreement, dated December 1, 2011, by and between the Registrant and Ernest Orticerio.
10.6**@	Letter Agreement, dated April 6, 2016, by and between the Registrant and Bruce Bal.
10.7**@	Letter Agreement, dated August 8, 2014, by and between the Registrant and Mark T. Roskey, Ph.D.
10.8**@	Letter Agreement, dated March 20, 2017, by and between the Registrant and Marijn Dekkers, Ph.D.
10.9**@	Letter Agreement, dated August 7, 2013, by and between the Registrant and Paul M. Meister.
10.10*@	Letter Agreement, dated January 1, 2014, by and between the Registrant and David R. Walt, Ph.D.
10.11.1**	Lease Agreement, dated as of November 22, 2011, between the Registrant and King 113 Hartwell LLC.
10.11.2**	First Amendment to lease dated August 22, 2014, by and between the Registrant and King 113 Hartwell LLC.
10.12#	Exclusive License Agreement, dated June 18, 2007, between the Registrant and Tufts University, as amended on April 29, 2013.
10.13#	Amended and Restated License Agreement, dated December 22, 2016, between the Registrant and bioMérieux, S.A.
10.14.1#	Supply and Manufacturing Agreement, dated September 14, 2011, between the Registrant and STRATEC Biomedical AG.
10.14.2	First Amendment to Supply and Manufacturing Agreement, dated October 17, 2013, between the Registrant and STRATEC Biomedical AG.
10.15.1#	STRATEC Development Services and Equity Participation Agreement, dated August 15, 2011, between the Registrant and STRATEC Biomedical Systems AG.
10.15.2#	First Amendment to STRATEC Development Services and Equity Participation Agreement and Second Amendment to Supply and Manufacturing Agreement, dated November 18, 2016, between the Registrant and STRATEC Biomedical AG.
10.16#	Manufacturing Services Agreement, dated November 23, 2016, between the Registrant and Paramit Corporation.
10.17.1**	Loan and Security Agreement, dated April 14, 2014, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.).
10.17.2**	Amendment No. 1 to Loan and Security Agreement, dated March 4, 2015, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.).

Exhibit number	Description of exhibit
10.17.3**	Amendment No. 2 to Loan and Security Agreement, dated January 29, 2016, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.).
10.17.4**	Amendment No. 3 to Loan and Security Agreement, dated March 31, 2017, by and between the Registrant and Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.).
10.18*@	Non-Employee Director Compensation Policy.
10.19*@	Form of Indemnification Agreement.
21.1**	Subsidiaries of Registrant.
23.1*	Consent of Ernst & Young LLP.
23.2*	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (included in Exhibit 5.1).
24.1*	Power of Attorney (included on signature page).

* To be filed by amendment.

** Previously filed.

Confidential treatment is being requested for portions of this exhibit. These portions have been omitted from the registration statement and are being filed separately with the U.S. Securities and Exchange Commission.

@ Denotes management compensation plan or contract.

QuickLinks

Exhibit 10.12

EXCLUSIVE LICENSE AGREEMENT

between

TUFTS UNIVERSITY
Boston, Massachusetts

(TUFTS)

and

DIGITAL GENOMICS, INC.
Cambridge, Massachusetts

(LICENSEE)

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

This Exclusive License Agreement (together with its Appendices, the "Agreement") is effective as of June , 2007 ("Effective Date") by and between the TRUSTEES OF TUFTS COLLEGE, a/k/a TUFTS UNIVERSITY, a Massachusetts non-profit educational corporation having offices at the Office of Technology Licensing and Industry Collaboration, 136 Harrison Avenue, Boston, MA 02111 ("TUFTS"), and Digital Genomics, Inc., a Delaware corporation with a principal place of business at 1 Memorial Drive, 7th Floor, Cambridge, MA 02124, c/o Flagship Ventures ("LICENSEE").

ARTICLE I
BACKGROUND

1.1 TUFTS possesses certain rights in the Licensed Patents (defined below) covering inventions from the laboratory of David Walt, as described in TUFTS case nos. T001085, T001177, T001296, T001321, T001355, T001395 and T001408. TUFTS wishes to have products developed and marketed under the Licensed Patents made available to the public at the earliest possible time. LICENSEE wishes to obtain an exclusive license under TUFTS' interest in the Licensed Patents and Technology to develop and market products and services based thereon. In consideration of these premises and the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the terms and conditions set forth in this Agreement.

ARTICLE II
DEFINITIONS

Unless this Agreement expressly provides otherwise, the following terms, whether used in the singular or plural, will have the meanings set forth below:

2.1 "Affiliate" means any person, corporation, company, partnership, joint venture, firm or other entity which controls, is controlled by or is under common control with a Party. For purposes of this Section 2.1, "control" will mean: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the stock or shares entitled to vote for the election of directors; and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

2.2 "Calendar Quarter" means each three (3) month calendar period ending March 31st, June 30th, September 30th and December 31st.

2.3 "Confidential Information" means all non-public scientific, technical, financial or business information which is disclosed by one Party ("disclosing Party") to the other ("receiving Party") and which is treated by the disclosing Party as confidential or proprietary. Confidential Information of a disclosing Party may include third party information.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

2.4 "Exclusive" means that, subject to Sections 3.3, 3.4 and 3.6, TUFTS will not grant further licenses to the Licensed Patents in the Field in the Territory.

2.5 "Field" means all fields.

2.6 "First Commercial Sale" means the earliest date on which LICENSEE transfers a Licensed Product for compensation (including equivalent cash value for trades or other non-cash payments) or the earliest date on which LICENSEE provides Licensed Services for compensation (including equivalent cash value for trades or other non-cash payments). The transfer of Licensed Products by LICENSEE strictly for its own laboratory research and development purposes, beta-testing and/or clinical testing does not constitute a First Commercial Sale for the purposes of this Agreement, provided that LICENSEE receives no payment or other compensation or value for such Licensed Product in excess of the fully burdened (i.e., direct and indirect) costs of producing and transporting such materials.

2.7 "Improvement Inventions" means the technology, inventions, and patents and patent applications covering inventions that are conceived, invented, discovered, originated, prepared, learned, generated, obtained or made in the laboratory of David Walt as defined as an Invention, a TUFTS Invention or a Joint Invention pursuant to the Sponsored Research Agreement. Improvement Inventions shall in all respects be considered and treated as Licensed Patents and this Agreement shall be amended accordingly.

2.8 "Infringement Notice" has the meaning set forth in Section 7.1.

2.9 "Licensed Patents" means all patents and patent applications identified on Appendix A to this Agreement together with all corresponding patent applications filed in other jurisdictions, all United States and foreign patent applications filed after the Effective Date arising directly from the Sponsored Research Agreement in the laboratory of David Walt, and: (a) all divisions, continuations and continuations-in-part thereof; (b) all patents issuing thereon; (c) all reissues and extensions thereof.

2.10 "Licensed Products" means any product which, or the manufacture, use or sale of which, is covered by a Valid Claim of the Licensed Patents.

2.11 "Licensed Services" means the provision of services which is covered by a Valid Claim of the Licensed Patents.

2.12 "Net Sales" means, with respect to a Licensed Product or Licensed Services, the gross amount invoiced by LICENSEE or its Affiliates on sales or other dispositions of that Licensed Product or Licensed Services to third parties less the sum of: (a) trade, cash and quantity discounts or rebates actually allowed or taken; (b) credit or allowances given or made for rejection of or return of, previously sold Licensed Products or for retroactive price reductions (including Medicare and similar types of rebates); (c) charges for insurance, freight, and other transportation costs directly related to the delivery of the Licensed Product and invoiced by LICENSEE, its Affiliates or Sublicensees; and (d)

sales, transfer and other excise taxes levied on the sale or delivery of that Licensed Product or Licensed Services (including any tax such as a value added or similar tax or government charge) borne by the seller thereof, other than franchise or income tax of any kind whatsoever. Sales commissions, bad debt and costs of collections are not deductible from the gross sales price when calculating Net Sales.

In the event that a Licensed Product is sold in any country in the form of a combination product containing one or more functional elements in addition to such Licensed Product, Net Sales of such combination product will be adjusted by multiplying actual Net Sales of such combination product in such country by the fraction A/(A+B), where A is the average invoice price of the Licensed Product in such country, if sold separately in such country, and B is the average invoice price of any other functional elements in the combination in such country, if sold separately in such country. If, in a specific country, the other functional elements in the combination product are not sold separately in such country, Net Sales shall be calculated by multiplying actual Net Sales of such combination product by the fraction A/C, where A is the average invoice price of the Licensed Product in such country and C is the invoice price of the combination product in such country. If, in a specific country, the Licensed Product is not sold separately in such country, Net Sales shall be calculated by multiplying actual Net Sales of such combination product by the fraction C-B/C, where B is the average invoice price of the other functional elements in the combination product in such country and C is the invoice price of the combination product in such country. The invoice price for the Licensed Product and for each other functional element shall be for a quantity comparable to that used in the combination product and of the same class, purity and potency. If, in a specific country, both the Licensed Product and the other functional elements in the combination product are not sold separately in such country, a market price for the Licensed Product and the other functional elements in the combination product shall be negotiated in good faith by the Parties.

The foregoing paragraph shall also apply to Licensed Services, which are provided in the form of combination services by replacing Licensed Product with Licensed Services and combination product with combination services.

2.13 "Party" means LICENSEE or TUFTS; "Parties" means LICENSEE and TUFTS.

2.14 "Sponsored Research Agreement" means that certain sponsored research agreement entered into between TUFTS and LICENSEE and dated June , 2007.

2.15 "Sublicensee" means a third party which is not an Affiliate of LICENSEE and to whom LICENSEE has granted a sublicense in accordance with the twits of this Agreement to research, develop, use, make, have made, import, distribute, offer for sale and/or sell Licensed Products and Licensed Services. Without limiting the generality of the foregoing, a Sublicensee will be deemed to include any third party who is granted a sublicense hereunder by LICENSEE pursuant to the terms of the outcome or settlement of any infringement or threatened infringement action.

2.16 "Technology" means: all TUFTS non-patentable inventions, discoveries, processes, methods, compositions, formulae, procedures, protocols, techniques, and improvements thereof, and results of experimentation and testing, information, and data relating to the Licensed Patents.

2.17 "Territory" means worldwide.

2.18 "Valid Claim" means: (a) any claim pending (and in the case of Section 5.6, only if the claimed subject matter has been pending for less than six (6) years (seven (7) years in Japan)) under a patent application included within Licensed Patents; or (b) any issued patent included within Licensed Patents, which in either case has not been withdrawn, cancelled or disclaimed, nor held invalid or unenforceable by a court of competent jurisdiction in an unappealed or unappealable decision.

ARTICLE III
LICENSE

3.1 Grant. Subject to the terms and conditions of this Agreement, TUFTS hereby grants to LICENSEE and its Affiliates an exclusive license under the Licensed Patents and a non-exclusive license under the Technology to research, develop, commercialize, use, make, have made, import or have imported, distribute or have distributed, offer for sale or have offered to sale, and/or sell or have sold Licensed Products and Licensed Services in the Field and in the Territory. The foregoing license includes the right to grant sublicenses under the Licensed Patents subject to the terms set forth in Section 3.3 below. Except as explicitly set forth herein, no other rights are intended or granted.

3.2 Term. The license granted in Section 3.1 of this Agreement will continue in effect on a country-by-country basis as long as there is a Valid Claim of a Licensed Patent in each such country.

3.3 Sublicenses. LICENSEE may grant sublicenses hereunder provided that:

(a) all sublicenses are subject to and consistent with the terms and conditions of this Agreement;

(b) no sublicense shall relieve LICENSEE of any of its obligations hereunder, and LICENSEE shall be responsible for the acts or omissions of its Sublicensees and for compliance by them with their obligations, and LICENSEE shall take all reasonable steps necessary to enforce that compliance to the extent required to allow LICENSEE to fully comply with all of its obligations under this Agreement;

(c) each sublicense provides that: (i) except as otherwise permitted under (iii) below, the sublicense may not be sublicensed or assigned to another party without the prior approval of TUFTS; (ii) the obligations to TUFTS under Sections 3.6, 3.7, 3.8, 3.9, 5.8, 5.9, 5.10, 8.1, 9.2, 11, and 12.3 will be binding on the Sublicensee

and be enforceable both by TUFTS and LICENSEE; and (iii) in the event of the license from TUFTS to the LICENSEE terminating or becoming non-exclusive, each sublicense shall be bound directly to TUFTS under the terms of this Agreement to the extent applicable (e.g., if there is a limited field sublicense by the LICENSEE then the applicable Sublicensee would only have a direct license from TUFTS for such limited field;

(d) LICENSEE furnishes to TUFTS a true and complete copy of each sublicense agreement and each amendment thereto, within thirty (30) days after the sublicense or amendment has been executed; and

(e) no sublicense relieves LICENSEE of any of its obligations under this Agreement.

If LICENSEE is unable or unwilling to serve or develop a potential market or market territory in the Field in the Territory for which there is a third party willing to do so, LICENSEE will consider in good faith a request by TUFTS to negotiate in good faith a sublicense hereunder to such third party.

3.4 Retained Rights. LICENSEE agrees that TUFTS shall have the right to practice the Licensed Patents both on its own and/or in collaboration with third party academic or not-for-profit research institutions, solely for non-commercial purposes, and not for sale, license, or other distribution.

3.5 No Ownership Rights. This Agreement provides LICENSEE no ownership rights of any kind in the Licensed Patents. All ownership rights remain the property of TUFTS. TUFTS will retain all original versions of Licensed Patents and will retain control over the same at all times. The delivery of Licensed Patents and the grant of license rights thereto under this Agreement do not constitute a sale of the same.

3.6 Government Rights. In accordance with Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. §§ 200-212, and 37 CFR Part 401, the United States government retains certain rights to inventions arising from federally supported research or development. Under these laws and implementing regulations, the government may impose requirements on such inventions. Products embodying inventions subject to these laws and regulations sold in the United States must be substantially manufactured in the United States. The rights granted in this Agreement are expressly made subject to these laws and regulations as they may be amended from time to time. LICENSEE will be required to abide by all such laws and regulations to the extent applicable.

3.7 Export Restrictions. LICENSEE acknowledges that it and its Affiliates and Sublicensees are subject to all United States laws and regulations (including the Export Administration Act of 1979 and the Arms Export Control Act (collectively, the "Export Acts")) that control the export of technical data, computer software, laboratory prototypes, biological materials and other commodities. The transfer of those items may require a license from the United States Government and written assurances by LICENSEE that it will not export such items to certain foreign countries without prior approval from the United

States Government. If LICENSEE wishes to export any of the Licensed Products, LICENSEE will, and will cause its Affiliates and Sublicensees to, at all times: (a) comply with the Export Acts and obtain all required export licenses and approvals necessary to comply with the Export Acts

and any other applicable law; and (b) be solely responsible for ensuring that the Licensed Products comply with all applicable laws and regulations of any foreign governmental authorities having jurisdiction over LICENSEE or the Licensed Products.

3.8 Marking. LICENSEE will mark, and will cause its Affiliates and Sublicensees to mark, all Licensed Products (or their packaging, containers or labels) with patent right notices that will enable the Licensed Patents to be enforced to their full extent in any country where the Licensed Products are made, used or sold.

3.9 Compliance. LICENSEE agrees, and will cause its Affiliates and Sublicensees to agree, to obtain all regulatory approvals required for the development, clinical testing, manufacture and sale of Licensed Products.

ARTICLE IV
DILIGENCE

4.1 Requirements. As an inducement to TUFTS to enter into this Agreement, LICENSEE agrees to use commercially reasonable efforts to proceed with the development, manufacture, and sale or lease of at least one Licensed Product and to use commercially reasonable efforts to develop a market for such Licensed Product. Without limiting the foregoing, the LICENSEE will be deemed to be meeting the diligence requirement set forth in the foregoing sentence if LICENSEE achieves the performance milestones listed in Appendix B.

4.2 Additional Fees. If LICENSEE fails to achieve any performance milestone set forth in Appendix B, in addition to any other fees and/or royalties which may be due hereunder, LICENSEE may pay TUFTS a non-refundable, non-creditable additional license maintenance fee of [***] for each [***] delay in achieving each such performance milestone in order to be deemed to be meeting the performance milestones. LICENSEE may delay the achievement of each such performance milestone in this manner by no more than [***].

4.3 Reports. No later than sixty (60) days after each anniversary of the Effective Date, LICENSEE will provide to TUFTS a written annual progress report in the form attached as Appendix C regarding the progress of LICENSEE on research and development, regulatory approval, manufacturing, sublicensing, marketing and sale of Licensed Products and Licensed Services during the preceding twelve (12) month period and plans for the forthcoming year. Any such reports will be treated as Confidential Information of LICENSEE.

ARTICLE V
FEES, MILESTONES, ROYALTIES AND REPORTS

5.1 License Issue Fee. LICENSEE will pay to TUFTS a non-refundable, non-creditable license issue fee of [***] within thirty (30) days of the Effective Date.

5.2 Equity Grant. In partial consideration of the license granted LICENSEE under this Agreement, LICENSEE shall issue to TUFTS [***] shares of LICENSEE's common stock as of the Effective Date.

5.3 Patent Prosecution Fees. LICENSEE will reimburse TUFTS for all of TUFTS' unreimbursed out-of-pocket costs associated with the preparation, filing and prosecution of the Licensed Patents ("Patent Expenses") as follows:

(a) LICENSEE shall reimburse TUFTS for all Patent Expenses incurred on or after the Effective Date within thirty (30) days of receipt of an invoice for such Patent Expenses.

(b) For all Patent Expenses incurred prior to the Effective Date, which total [***], LICENSEE shall reimburse TUFTS in two (2) installment payments:

(i) [***] within thirty (30) days of the Effective Date of this Agreement; and

(ii) [***], within thirty (30) days of the second anniversary of the Effective Date of this Agreement.

5.4 [***].

5.5 [***].

5.6 Royalties.

(a) LICENSEE will pay to TUFTS earned royalties at the rate of [***] of Net Sales by LICENSEE and its Affiliates of Licensed Products that infringe a Valid Claim of the Licensed Patents in the country of sale. The obligation to pay royalties under this Agreement will be imposed only once with respect to the same unit of Licensed Product sold by LICENSEE or its Affiliates.

(b) For the provision of Licensed Services that infringe a Valid Claim of the Licensed Patents in the country of provision of Licensed Services, LICENSEE will pay to TUFTS [***] of the Net Sales earned by LICENSEE and its Affiliates..

(c) Royalties payable to TUFTS pursuant to Sections 5.6(a) and 5.6(b) shall be paid, on a country-by-country and Licensed Product-by-Licensed Product or Licensed Service-by-Licensed Service basis, as applicable, during the period of time beginning upon the date of First Commercial Sale of a Licensed Product or Licensed Service in that country, and ending upon the expiration of the last-to-

expire Valid Claim of a Licensed Patent claiming the composition, manufacture or use of such Licensed Product or Licensed Service in that country.

(d) Notwithstanding the foregoing, no royalties will be payable on Net Sales to government entities for sponsored research or academic collaborations performed at or below cost.

5.7 Royalty "Stacking". If LICENSEE or its Affiliates are required to license or otherwise acquire the use of any intellectual property or technology from a third party in order to make any Licensed Product or Licensed Service commercially viable or competitive, LICENSEE may offset up to [***] of any royalty payments paid to such third party against any royalty payments that are due to TUFTS. However, the royalty payments due to TUFTS may never be reduced by more than [***] in any Calendar Quarter. For avoidance of doubt, LICENSEE may carryover any excess royalty payments made to third parties and not applied against royalty payments to TUFTS from year to year. For purposes of this Section 5.7, "royalty payments" means running royalties, advance payments made to running royalties, fully paid up royalties and any other payment made in lieu of paying running royalties. For the sake of clarity, "royalty payments" does not encompass license initiation fees or reimbursable expenses, such as patent prosecution expenses or research and development fees.

5.8 [***].

5.9 Taxes. Any tax required to be withheld under the laws of any jurisdiction on royalties or other amounts payable to TUFTS by LICENSEE under this Agreement will be promptly paid by LICENSEE for and on behalf of TUFTS to the appropriate governmental authority, and LICENSEE will furnish TUFTS with sufficient proof of payment of the tax together with official or other appropriate evidence issued by the competent governmental authority. LICENSEE and TUFTS will use all reasonable and legal efforts to reduce taxes on payments to be made to TUFTS and will cooperate with one another in claiming exemption from non-U.S. withholding and deductions under any agreement or treaty that may be in effect. TUFTS will be entitled to payment in full from LICENSEE of all amounts provided for under this Agreement without regard to whether any taxes are determined to be due with respect to such amounts.

5.10 Records. LICENSEE will keep, and will require all Affiliates and Sublicensees to keep, true and accurate books of accounts and other records containing all information and data which may be necessary to ascertain and verify the royalties payable under this Agreement. During the term of this Agreement and for a period of three (3) years following its termination or expiration, TUFTS will have the right from time to time (not to exceed once during each calendar year) to have an independent certified public accountant inspect such books and records of LICENSEE and its Affiliate (an "Audit"). Any such independent certified accountant will be reasonably acceptable to LICENSEE, will execute a standard form of confidentiality agreement with LICENSEE, and will be permitted to share with TUFTS solely its findings with respect to the accuracy of the

royalties reported as payable under this Agreement. Such examination will be at TUFTS' expense, except that if such examination shows an underreporting or underpayment (a) in excess of [***] for any two consecutive Calendar Quarters or (b) in an amount greater than [***] for any calendar year (an "Underpayment"), then LICENSEE will pay any additional sum that would have been payable to TUFTS had the LICENSEE or its Affiliate reported correctly (the "Underpayment Amount"), plus interest on said sum at the rate of [***] per month, or the maximum rate of interest that can be charged under applicable law, starting with the month on which such payment should have been made, as well as the cost of such examination. After the first Underpayment, for each subsequent Underpayment by LICENSEE, in addition to the other amounts due as set forth in the preceding sentence, LICENSEE shall also pay to TUFTS [***] of the Underpayment Amount.

ARTICLE VI
PATENT FILINGS AND MAINTENANCE

6.1 Patent Filings. TUFTS will be responsible for and undertake with the assistance of LICENSEE's designated patent counsel reasonably acceptable to TUFTS, at LICENSEE's expense and in consultation with LICENSEE, the preparation, filing, prosecution, and maintenance of patent applications and patents within the Licensed Patents. TUFTS will not, without prior written notice to LICENSEE, abandon any part of Licensed Patents. In the event TUFTS determines not to prepare, file, prosecute or maintain any patent application or patent within the Licensed Patents in any country, TUFTS will promptly notify LICENSEE thereof, and LICENSEE will have the right, at its own expense, to prepare, file, prosecute and maintain any such patent application or patent in such country. LICENSEE may elect to surrender any patent application or patent in Licensed Patents in any country upon sixty (60) days prior written notice to TUFTS. Such notice will relieve TUFTS from its obligations regarding such surrendered patent application or patent under Section 6.2 below and will relieve LICENSEE from the obligation to reimburse TUFTS for future patent expenses but will not relieve LICENSEE from the responsibility to reimburse TUFTS for patent expenses incurred in connection with that patent application or patent prior to the expiration of the sixty (60) day notice. For purposes of clarity, in the event LICENSEE elects to surrender or abandon any patent application or patent in Licensed Patents, such application or patent will be excluded from the definition of Licensed Patents.

6.2 Patent Cooperation. Each Party will provide the other Party with copies of all substantive communications from all patent offices regarding patent applications or patents the filing or maintenance of which they are responsible for pursuant to Section 6.1 above, promptly after the receipt thereof. Each Party will provide the other Party with copies of all proposed substantive communications to such patent offices regarding patent applications or patents the filing or maintenance of which they are responsible for pursuant to Section 6.1 above, in sufficient time before the due date in order to enable the other Party an opportunity to comment on the content thereof. Each Party shall consider in good faith

and incorporate any reasonable comment of the other Party on any patent filing for the Licensed Patents.

ARTICLE VII
INFRINGEMENT

7.1 Notice. During the term of this Agreement, each Party will promptly report in writing to the other Party any actual or threatened infringement of the Licensed Patents of which it becomes aware, and will provide the other Party with all available evidence supporting such actual or threatened infringement ("Infringement Notice"). The Parties will reasonably cooperate with each other to terminate or settle that infringement without litigation.

7.2 Suit Initiation.

(a) If within one hundred and twenty (120) days from the date of the Infringement Notice the alleged infringement is not terminated or settled, LICENSEE will have the right to commence an infringement action anywhere in the world at its own expense, provided LICENSEE gives TUFTS sufficient advance notice of its intent to take such action and the reasons therefore. TUFTS will cooperate with LICENSEE in bringing and pursuing such action as reasonably requested and at LICENSEE's expense. Further, LICENSEE will keep TUFTS promptly informed, will from time to time consult with TUFTS regarding the status of any action and will provide TUFTS with copies of all documents filed in, and all written communications relating to, such suit. TUFTS may, at its option and expense, join LICENSEE in such action.

(b) If within one hundred and eighty (180) days from the date of the Infringement Notice, the alleged infringement is not terminated or settled and LICENSEE has failed to bring any action against the alleged or actual infringer, then TUFTS will have the right to bring an action against the alleged or actual infringer at its own expense. LICENSEE will cooperate with TUFTS in bringing and pursuing such action as reasonably requested by TUFTS, and at TUFTS' expense. Further, TUFTS will keep LICENSEE promptly informed, will from time to time consult with LICENSEE regarding the status of any action and will provide LICENSEE with copies of all documents filed in, and all written communications relating to, such suit. LICENSEE may, at its option and expense, join TUFTS in such action.

7.3 Litigation by LICENSEE. LICENSEE will have the sole and exclusive right to select counsel for any suit referred to in Section 7.2(a) of this Agreement and will, except as provided herein, pay all expenses of the suit, including without limitation attorneys' fees and court costs. If necessary, TUFTS will join as a party to the suit but will be under no obligation to participate except to the extent that such participation is required as the result of being a named party to the suit. TUFTS will offer reasonable assistance to LICENSEE in connection therewith at no charge to LICENSEE except for reimbursement of reasonable out-of-pocket expenses incurred in rendering such

assistance. TUFTS will have the right to participate in any such suit and be represented by its own counsel at its own expense. LICENSEE will not settle any such suit involving rights of TUFTS without obtaining the prior written consent of TUFTS, which consent will not be unreasonably withheld.

7.4 Litigation by TUFTS. In exercising its rights pursuant to Section 7.2(b) of this Agreement, TUFTS will have the sole and exclusive right to select counsel and will, except as provided herein, pay all expenses of the suit including without limitation attorneys' fees and court costs. If necessary, LICENSEE will join as a party to the suit but will be under no obligation to participate except to the extent that such participation is required as a result of being a named party to the suit. At TUFTS' request, LICENSEE will offer reasonable assistance to TUFTS in connection therewith at no charge to TUFTS except for reimbursement of reasonable out-of-pocket expenses incurred in rendering such assistance. LICENSEE will have the right to participate in any such suit and be represented by its own counsel at its own expense. TUFTS will not settle any such suit involving rights of LICENSEE without obtaining the prior written consent of LICENSEE, which consent will not be unreasonably withheld. With respect to the settlement of any infringement prosecuted by TUFTS, LICENSEE will, at the request of TUFTS, negotiate in good faith a sublicense with the allegedly infringing party and will pay over to TUFTS any payments (whether or not designated as "royalties") made by the alleged infringer to LICENSEE up to the amount of TUFTS' un-reimbursed litigation expenses, including but not limited to reasonable attorneys' fees.

7.5 Recoveries and Reimbursement. Recoveries or reimbursements from infringement actions commenced by LICENSEE pursuant to Sections 7.2(a) will be distributed as follows: (a) LICENSEE and TUFTS will be reimbursed litigation expenses, including but not limited to reasonable attorneys' fees; (b) TUFTS will be reimbursed for any royalties and payments past due; and (c) any remaining recoveries or reimbursements will be divided equally between TUFTS and LICENSEE. LICENSEE and TUFTS agree to negotiate in good faith an appropriate compensation to TUFTS for any non-cash settlement or non-cash cross-license. Recoveries and reimbursements from infringement actions commenced by TUFTS pursuant to Section 7.2(b) will be retained by TUFTS.

7.6 Claimed Infringement. In the event that a third party at any time provides written notice of a claim to, or brings an action, suit or proceeding against, TUFTS or LICENSEE or any of LICENSEE's Affiliates or Sublicensees, claiming infringement of its patent rights, based upon an assertion or claim arising out of the manufacture, use or sale of Licensed Products or Licensed Services, such Party will promptly notify the other Party of the claim or the commencement of such action, suit or proceeding, enclosing a copy of the claim and all papers served. Each Party agrees to make available to the other Party its advice and counsel regarding the technical merits of any such claim.

ARTICLE VIII
CONFIDENTIALITY

8.1 Non-Disclosure and Non-Use. Each receiving Party agrees to maintain in confidence the disclosing Party's Confidential Information and not to disclose, publish or otherwise communicate such Confidential Information. A receiving Party may disclose the disclosing Party's Confidential Information only on a need to know basis to its Affiliates and Sublicensees or potential Sublicensees, as the case may be, and to their respective employees and consultants, in each case, who are under written obligations of confidentiality to the receiving Party at least as stringent as those set forth herein. A receiving Party agrees to use the same degree of care in protecting the disclosing Party Confidential Information at it uses to protect its own Confidential Information. The provisions of this Section 8.1 will not apply to any Confidential Information disclosed hereunder which:

(a) was known or used by the receiving Party or any of its Affiliates or Sublicensees or potential Sublicensees prior to its date of disclosure to the receiving Party, as demonstrated by competent evidence of the receiving Party;

(b) either before or after the date of the disclosure to the receiving Party is lawfully disclosed to the receiving Party or any of its Affiliates or Sublicensees or potential Sublicensees by an independent, unaffiliated third party rightfully in possession of the Confidential Information; or

(c) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault or omission on the part of the receiving Party or its Affiliates or Sublicensees; or

(d) is independently developed by the receiving Party or any of its Affiliates or Sublicensees or potential Sublicensees without reference to the Confidential Information of the disclosing Party.

If required, the receiving Party may disclose the Confidential Information of the disclosing Party to comply with applicable laws or regulations, to defend or prosecute litigation, to file for patent protection, or to file for regulatory approval to test or market Licensed Products or Licensed Services; provided, however, that, where available, the receiving Party takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure.

ARTICLE IX
REPRESENTATIONS, WARRANTIES AND LIMITATIONS

9.1 TUFTS represents and warrants that:

(a) it is the owner by assignment of all Licensed Patents and Technology;

(b) it is a corporation organized and existing under the laws of the Commonwealth of Massachusetts and has the power and authority to enter into this Agreement;

(c) it has not granted any rights in the Licensed Patents to any third party that is inconsistent with the grant of rights in this Agreement;

(d) its execution and delivery of this Agreement and its performance by TUFTS will not result in any breach or violation of, or constitute a default under, any agreement, instrument, judgment or order to which TUFTS is a party or by which it is bound; and

(e) it has taken all necessary action to authorize the execution and delivery of this Agreement by its representatives who carried out such execution and delivery, and to authorize the performance of its obligations hereunder.

9.2 Other than as set forth in Section 9.1 above, TUFTS MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF LICENSED PATENTS AND TECHNOLOGY SUPPLIED BY TUFTS. Further, TUFTS does not warrant the validity of the Licensed Patents and makes no representations whatsoever with regard to the scope of the Licensed Patents or that the Licensed Patents may be exploited by LICENSEE, its Affiliates or Sublicensees without infringing other patents.

9.3 LICENSEE represents and warrants that:

(a) it is a corporation organized and existing under the laws of Delaware and has the power and authority to enter into this Agreement;

(b) it has taken all necessary action to authorize its execution and delivery of this Agreement by its representatives who carried out such execution and delivery, and to authorize the performance of its obligations hereunder; and

(c) it is prepared and intends to diligently develop products under the Licensed Patents and to bring Licensed Products and Licensed Services to market.

9.4 Limitation of Liability. In no event will TUFTS be liable for any incidental, consequential, special or punitive damages resulting from the sale of the Licensed Products, the use of the Licensed Patents or LICENSEE's exercise of any other rights under this Agreement.

ARTICLE X
EXPIRATION AND TERMINATION

10.1 Expiration. This Agreement is effective as of the Effective Date and unless sooner terminated under this Section 10, will expire at the end of the term as specified in Section 3.2.

10.2 TUFTS Termination Rights. TUFTS may, at its election, either: (a) terminate this Agreement; or (b) convert LICENSEE's exclusive license rights under Section 3.1 above, into non-exclusive rights, upon the occurrence of any one or more of the following events:

(a) LICENSEE does not make an undisputed payment hereunder and fails to cure such non-payment within sixty (60) days from the date of written notice thereof by TUFTS;

(b) LICENSEE is in breach of any other material provision of this Agreement that is not subject to Section 12.1 and fails to remedy such material breach within sixty (60) days after written notice thereof by TUFTS;

(c) LICENSEE does not demonstrate diligent development pursuant to Section 4.1;

(d) LICENSEE is found, on five (5) separate Audits, to have under reported or under paid in excess of the thresholds set forth in Section 5.10 of this Agreement;

(e) LICENSEE ceases to carry on the business related to the subject matter covered by the Licensed Patents directly or through a Sublicensee or its Affiliates; or

(f) LICENSEE is adjudged insolvent, makes an assignment for the benefit of creditors or has a petition in bankruptcy filed for or against it that is not removed within sixty (60) days. Such termination will be effective immediately upon TUFTS giving written notice to LICENSEE.

10.3 LICENSEE's Termination Rights. LICENSEE may terminate this Agreement and/or either or both its rights to the Licensed Patents and Technology in any country by giving TUFTS sixty (60) days prior written notice and paying TUFTS all sums then due and payable.

10.4 Consequences of Termination. Upon termination of this Agreement for any reason:

(a) all rights of LICENSEE and its Affiliates to make, use, sell or import Licensed Products and Licensed Services or practice Licensed Patents will cease immediately;

(b) LICENSEE will discontinue, and will cause its Affiliates to discontinue the manufacture, use, marketing and sale of the Licensed Products and Licensed

Services, except that if LICENSEE or its Affiliates: (1) then possess, have started the manufacture of or have accepted binding orders for Licensed Products, LICENSEE and its Affiliates will have the right to sell their inventories, complete the manufacture of and market and sell the finished Licensed Products to the extent necessary to dispose of those inventories and fill those orders and (2) then possesses, have started or have accepted binding orders for Licensed Services, LICENSEE and its affiliates will have the right to complete such Licensed Services, subject at all times, to LICENSEE's obligation to TUFTS the royalty payments under Section 5.6 and to deliver the reports required under Section 5.8 of this Agreement;

(c) LICENSEE and its Affiliates will not be discharged from any liability or obligation to TUFTS that arose or became due or payable before the effective date of termination;

(d) each Party, and their respective Affiliates, will promptly return or destroy the Confidential Information of the other Party and will deliver a certificate signed by one of its authorized officers that it has done so;

(e) all rights licensed or transferred by TUFTS to LICENSEE under this Agreement will revert to TUFTS, and LICENSEE agrees to execute and deliver all instruments necessary or desirable to re-vest those rights in TUFTS; and

(f) Sections 2, 3.3(c), 5.8, 5.9, 5.10, 6.1, 7, 8, 9, 10.4, 11 and 12 of this Agreement will survive.

ARTICLE XI
INDEMNIFICATION AND INSURANCE

11.1 Indemnification. LICENSEE agrees to indemnify, hold harmless and defend TUFTS and its current and former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students, Affiliates and agents and their respective successors, heirs and assigns (collectively, the "TUFTS Indemnitees"), against any liability, damage, loss or expenses (including reasonable attorneys' fees and

expenses of litigation) incurred by or imposed upon the TUFTS Indemnitees or any of them in connection with any third party claims, suits, actions, demands or judgments arising out of: (a) any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any Licensed Product; (b) the negligence or willful misconduct of the LICENSEE; or (c) LICENSEE's breach of this Agreement ("Covered Claims"). LICENSEE will not be responsible for the indemnification or defense of the TUFTS Indemnitees to the extent a Covered Claim is caused by the negligence or willful misconduct of any TUFTS Indemnitees. TUFTS will notify LICENSEE of any Covered Claim hereunder and LICENSEE will, at its own expense, provide attorneys reasonably acceptable to TUFTS to defend against such Covered Claim. The TUFTS Indemnitees will cooperate with LICENSEE and may, at TUFTS option and expense, be represented in such action or proceeding by counsel of their own

choosing. LICENSEE agrees not to settle any Covered Claim without the written consent of TUFTS.

11.2 Insurance. LICENSEE will comply, and will cause its Affiliates and Sublicensees to comply, at all times, through insurance or self-insurance, with all statutory workers' compensation and employers' liability requirements covering any and all employees and consultants of LICENSEE or its Affiliates or Sublicensees, as the case may be, with respect to activities performed under this Agreement. In addition to the foregoing, LICENSEE will maintain, and will cause its Affiliates and Sublicensees to maintain, during the term of this Agreement and at all times thereafter until the expiration of all applicable statutes of limitation pertaining to any the manufacture, marketing, possession, use, sale or other disposition of any Licensed Products or Licensed Services, Comprehensive General Liability Insurance, including Products Liability Insurance commencing immediately prior to the First Commercial Sale, with reputable and financially secure insurance carrier(s) to cover the activities of LICENSEE, its Affiliates and Sublicensees hereunder, as the case may be. Such insurance will provide minimum limits of liability of [***] and will include the TUFTS Indemnitees as additional insureds. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement and should be placed with carriers with ratings of at least A VIII or better as rated by A.M. Best. Within thirty (30) days of the Effective Date, LICENSEE will furnish, and will cause its Affiliates to furnish, to TUFTS a Certificate of Insurance evidencing primary coverage and additional insured requirements and requiring thirty (30) days prior written notice of cancellation or material change. All such insurance of LICENSEE and its Affiliates will be primary coverage; insurance of TUFTS will be excess and noncontributory.

ARTICLE XII
MISCELLANEOUS

12.1 Dispute Resolution. In the event of any controversy or claim arising out of or relating to any provision of this Agreement or the breach thereof, the parties will try to settle such conflict amicably between themselves. Subject to the limitation stated in the final sentence of this section, any such conflict which the parties are unable to resolve promptly will be settled through arbitration conducted in accordance with the rules of the American Arbitration Association. The demand for arbitration will be filed within a reasonable time after the controversy or claim has arisen, and in no event after the date upon which institution of legal proceedings based on such controversy or claim would be barred by the applicable statute of limitation. Such arbitration will be held in Boston, Massachusetts. The award through arbitration will be final and binding. Either Party may enter any such award in a court having jurisdiction or may make application to such court for judicial acceptance of the award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either Party may, without recourse to arbitration, assert against the other Party a third party claim or cross-claim in any action brought by a third party, to which the subject matter of this Agreement may be relevant.

12.2 No restriction. LICENSEE may not in any way restrict the rights of TUFTS, other universities or non-profit institutions, or their faculty, staff, students, or employees from publishing the results of their research related to the Licensed Patents.

12.3 Publicity Restrictions. Neither LICENSEE, its Affiliates nor its Sublicensees will use TUFTS' name or insignia, or any adaptation of them, or the name of any of TUFTS' faculty and staff, in any advertising, promotional or sales literature without the prior written approval of TUFTS, such approval not to be unreasonably withheld. Notwithstanding the foregoing, LICENSEE (a) may disclose information without the consent of TUFTS in any prospectus, offering memorandum, or other document filing required by applicable securities laws or other applicable law or regulation and (b) make general descriptions of this Agreement as may be desired by LICENSEE for purposes of obtaining financing.

12.4 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party, except to a person or entity who acquires all or substantially all of the business to which this Agreement relates of the assigning Party by merger, sale of assets or otherwise.

12.5 Governing Law; Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws rules or principles. Subject to Section 12.1 of this Agreement, any dispute or issue arising hereunder, including any alleged breach by any Party, will be heard, determined and resolved by an action commenced in the state or federal courts in Boston, Massachusetts, which the parties hereby agree will have proper jurisdiction over the issues and the parties. TUFTS and LICENSEE hereby agree to submit to the jurisdiction of the state or federal courts in Boston, Massachusetts and waive the right to make any objection based on jurisdiction or venue.

12.6 Waiver. The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such Party.

12.7 Notices. Any notice or other communication required or permitted under this Agreement will be properly addressed to the other Party as set forth below and will be: (a) hand delivered; (b) mailed, postage prepaid, first class, certified mail, return receipt requested; (c) sent, shipping prepaid, receipt requested via a reputable courier service; or (d) dispatched by facsimile, if promptly confirmed by one of the preceding notice mechanisms. Either Party may change its address to which notices will be sent by giving notice to the other Party in accordance with the terms of this Section 12.7.

For notices, communications and payment to TUFTS:

Director

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Office for Technology Licensing and Industry Collaboration
Tufts University
136 Harrison Avenue (75K-950)
Boston, MA 02111
Fax: 617-636-2917

Courier services address:

75 Kneeland Street, Suite 950
Boston, MA 02111

For notices, communications and invoices to LICENSEE:

Digital Genomics, Inc.
c/o Flagship Ventures
1 Memorial Drive, 7th Floor
Cambridge, MA 02124

12.8 No Agency. Nothing herein will be deemed to constitute either Party as the agent or representative of the other Party or both Parties as joint venturers or partners for any purpose. Neither Party will be responsible for the acts or omissions of the other Party and neither Party will have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

12.9 Entire Agreement. This Agreement contains the full understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof will be binding unless made in writing and signed by the Parties by their respective officers thereunto duly authorized.

12.10 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable.

12.11 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.12 Headings. This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement, and should not be used in the construction of this Agreement.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

TUFTS UNIVERSITY	**DIGITAL GENOMICS, INC.**
By: /s/ Margaret Newell	By: /s/ Nick Naclerio
Name: Margaret Newell	Name: Nick Naclerio
Title: Vice Provost	Title: President
Date: 6/18/07	Date: 6/18/07

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

APPENDIX A
LICENSED PATENTS

The following comprise Licensed Patents:

[***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

APPENDIX B
PERFORMANCE MILESTONES

The following comprise performance milestones to be met by LICENSEE:

	Performance Milestone
1.	[***]
2.	[***]
3.	[***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

APPENDIX C
FORM OF ANNUAL PROGRESS REPORT

To: Tufts University
From: [licensee]
Date: [date]
Period Covered by Report: [date] through [date] (the "Reporting Period").

This Annual Progress Report is provided by LICENSEE to TUFTS pursuant to the License Agreement dated [ ].

1. A copy of LICENSEE's development plan in effect for the Reporting Period covered by this report is attached as Appendix A.

2. LICENSEE's discussion of the results for the Reporting Period is attached to this report as Exhibit B. That discussion should include, among other things, LICENSEE's explanation for any material difference in LICENSEE's achievement of progress from what was set forth in the then current development plan.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

AMENDMENT AGREEMENT

This amendment ("**Amendment Agreement**") is dated and effective as of April 29, 2013 (the "**Amendment Effective Date**"), and is made by and between the TRUSTEES OF TUFTS COLLEGE, a/k/a TUFTS UNIVERSITY, a Massachusetts non-profit educational corporation having offices at the Office of Technology Licensing and Industry Collaboration, 136 Harrison Avenue, Boston, MA 02111 ("**Tufts**"), and QUANTERIX CORPORATION (f/k/a Digital Genomics, Inc.), a Delaware corporation with a principal place of business at 113 Hartwell Avenue, Lexington, MA 02421 US ("**Licensee**") (individually the "**Party**" or collectively the "**Parties**").

Purpose

WHEREAS, the Parties desire to amend the Exclusive License Agreement entered into between the Parties on June 18th, 2007 ("**Exclusive License Agreement**"), and, in consideration for this Amendment Agreement, Licensee has agreed to issue to Tufts shares of its non-voting Series C-1 Preferred Stock, par value $0.001 per share (the "**Series C-1 Preferred Stock**");

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tufts and Licensee hereby agree as follows:

1. Definitions

Capitalized terms not specifically defined herein shall have the meanings set forth in the Exclusive License Agreement.

2. Exclusive License Agreement Amendment

2.1 Section 5.4 of the Exclusive License Agreement shall be deleted and replaced in its entirety as follows:

5.4 License Maintenance and Sublicense Partnership Fees:

(a) So long as LICENSEE is sponsoring at least [***] of research in the laboratory of David Walt through the Sponsored Research Agreement, a license maintenance fee shall be waived. If LICENSEE does not sponsor such research, LICENSEE shall pay a non-refundable annual license maintenance of [***] beginning with the one year anniversary of the termination of the Sponsored Research Agreement and on each anniversary thereafter. Except as provided in Section 4.2 above, these fees will be fully creditable against earned royalties payable in the same calendar year in which the license maintenance fee is due.

(b) LICENSEE shall pay to TUFTS a one-time non-refundable milestone payment of [***] for each sublicense granted by LICENSEE pursuant to Section 3.3. Notwithstanding anything to the contrary in this Section 5.4(b) of this Agreement, the Parties acknowledge and agree that LICENSEE shall not be required to pay such milestone payment as a result of the sublicense granted by LICENSEE in that certain Joint Development and License Agreement, dated November 14, 2012, by and between LICENSEE and bioMérieux SA (the "**JDLA**").

2.2 Section 5.5 of the Exclusive License Agreement shall be deleted and replaced in its entirety as follows:

5.5 Sublicense Income:

(a) Except as set forth in Section 5.5(b) of this Agreement, in the event that, pursuant to Section 3.3 of this Agreement, LICENSEE grants a sublicense under its rights in Section 3.1 of this Agreement and receives Sublicense Income from a Sublicensee in respect of such grant within the period set forth below under the heading "Calendar Year," LICENSEE agrees to pay TUFTS a percentage of such Sublicense Income as follows:

CALENDAR YEAR	% OF SUBLICENSE INCOME PAYABLE TO TUFTS
Prior to December 31, 2017	[***]
2018	[***]
2019	[***]
2020	[***]
2021	[***]
2022 and all years thereafter until the expiration or termination of this Agreement pursuant to Article X of this Agreement.	[***]

(b) Notwithstanding anything to the contrary in Section 5.5(a) of this Agreement, the Parties acknowledge and agree that with respect to the JDLA:

(i) the [***] upfront payment contemplated by Section 5.2.1 of the JDLA shall be deemed to constitute Sublicense Income to the extent actually received by LICENSEE, and LICENSEE agrees to pay TUFTS an amount equal to [***] of any such Sublicense Income actually received by LICENSEE from bioMérieux SA; and

(ii) each of the [***] milestone payments contemplated by Section 5.2.1 of the JDLA shall be deemed to constitute Sublicense Income to the extent actually received by LICENSEE, and LICENSEE agrees to pay TUFTS an amount equal to [***] of any such Sublicense Income actually received by LICENSEE from bioMérieux SA.

For the avoidance of doubt, any payments due under this Section 5.5(b) shall be in lieu of, and not in addition to, payments under Section 5.5(a).

(c) For purposes of this Agreement, "**Sublicense Income**" means payments or other value that LICENSEE receives from a Sublicensee in consideration of a sublicense of the rights granted by TUFTS to LICENSEE under Section 3.1, including without limitation, license fees, royalties, milestone payments and license maintenance fees, but excluding: (i) payments made in

consideration for the issuance of equity or debt securities of LICENSEE, to the extent they are issued at fair market value, (ii) payments for or reimbursement of patent prosecution, defense enforcement and maintenance and/or other related expenses, (iii) amounts paid as reimbursement for specific costs or fully burdened employee expenses within the preceding twelve months or payments specifically committed to the future research, commercialization or development of Licensed Products and Licensed Services, and (iv) for avoidance of doubt, Net Sales of Licensed Products and Licensed Services sold or provided by Sublicensees.

2.3 Section 5.8 of the Exclusive License Agreement shall be deleted and replaced in its entirety as follows:

5.8 Reports and Payment:

(a) Sublicense Income. Within sixty (60) days of the end of each Calendar Quarter during the term of this Agreement following the execution by LICENSEE of each Sublicense Agreement, LICENSEE will deliver to TUFTS: (i) a written report showing the Sublicense Income received from any such Sublicensees, if any, its computation of Sublicense Income due under this Agreement and the amounts of any permissible deductions; and (ii) payment of the Sublicense Income shown to be due under this Agreement for such Calendar Quarter.

(b) Royalty Payments. LICENSEE will report to TUFTS the date of the First Commercial Sale within thirty (30) days of occurrence. During the term of this Agreement, commencing with the Calendar Quarter in which the First Commercial Sale of a Licensed Product or Licensed Service occurs, within sixty (60) days after the end of each Calendar Quarter, LICENSEE will deliver to TUFTS: (i) a written report showing its computation of royalties due under this Agreement for such Calendar Quarter on a country-by-country, product-by-product and service-by-service basis; and (ii) payment of the royalties shown to be due under this Agreement for such Calendar Quarter.

All payments due hereunder will be payable in United States Dollars, by check or wire transfer, and will be deemed received when funds are credited to TUFTS' bank account as follows:

Bank:	**[***]**
Account Name:	**[***]**
Account Number:	**[***]**

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

ABA#:	**[***]**
SWIFT Code:	**[***]**
CHIPS Participant#:	**[***]**

Late payments will be subject to a charge of [***] per month, or, if greater, the maximum rate of interest that can be charged under applicable law. With respect to sales of Licensed Products or Licensed Services invoiced in United States Dollars, the sales and royalties payable will be expressed in United States Dollars. With respect to sales of Licensed Products or Licenses Services invoiced in a currency other than United States Dollars, the sales and royalties payable will be expressed in their United States Dollar equivalent calculated using the applicable conversion rates for buying United States Dollars published by The Wall Street Journal on the last business day of the Calendar Quarter to which the royalty report relates. All reports provided by LICENSEE under this Section 5.9 shall be certified by an executive officer of LICENSEE as being true, correct and complete on the date provided.

2.4 Performance Milestone #3 in Appendix B of the Exclusive License Agreement shall be deleted and replaced in its entirety as follows:

3. [***].

3. Cash Payments

3.1 In view of the modification to Section 5.5 as set forth in Section 2.2 of this Amendment Agreement, Licensee shall pay to Tufts the amount owed to Tufts pursuant to Section 5.5(b)(i) within fifteen (15) days of the Amendment Effective Date.

3.2 In view and consideration of the modification to Performance Milestone #3 in Appendix B of the Exclusive License Agreement as set forth in Section 2.3 of this Amendment Agreement, and pursuant to Section 4.2 of the Exclusive License Agreement, LICENSEE shall pay to TUFTS [***] within thirty (30) days of the Amendment Effective Date.

4. Equity Issuance

4.1 As further consideration for the Amendment Agreement and within a reasonable time following the Amendment Effective Date, Licensee agrees to issue to Tufts five hundred forty-four thousand three hundred thirty-two (544,332) shares of Series C-1 Preferred Stock (the "**Shares**").

4.2 Tufts represents, warrants and acknowledges that: (i) Tufts has had an opportunity to ask questions of and receive answers from a Licensee representative concerning the terms and conditions of this investment; (ii) Tufts is acquiring the Shares with Tufts' own funds, for Tufts' own account for the purpose of investment, not as a nominee or agent, and not with a view to any resale or other distribution thereof in violation of the Securities Act of 1933, as amended (the "**Securities Act**"), does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Shares, and has not been formed for the specific purpose of acquiring the Shares; (iii) Tufts is a sophisticated investor with such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in

the Shares and that Tufts is able to and must bear the economic risk of the investment in the Shares for an indefinite period of time because the Shares have not been registered under the Securities Act, and therefore, cannot be offered or sold unless they are subsequently registered under the Securities Act and qualified by state authorities, or an exemption from such registration is available; (iv) Tufts is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act; and (v) neither Tufts, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including through a broker or finder engaged in any general solicitation, or published any advertisement in connection with the offer of the Shares. Furthermore, Licensee may place legends on any stock certificate representing the Shares with the securities laws and contractual restrictions thereon and issue related stop transfer instructions. Tufts understands that no public market now exists for the Shares, and that the Licensee has made no assurances that a public market will ever exist for the Shares. Tufts acknowledges that the Shares have not been registered under the Securities Act, nor registered pursuant to the provisions of the securities laws or other laws of any other applicable jurisdictions, in reliance on exemptions for private offerings contained in Section 4(2) of the Securities Act and in the laws of such jurisdictions. Tufts further understands that Licensee has no intention and is under no obligation to register the Shares under the Securities Act or to comply with the requirements for any exemption that might otherwise be available, or to supply Tufts with any information necessary to enable Tufts to make routine sales of the Shares under Rule 144 of the Securities Act or any other rule of the Securities and Exchange Commission.

4.3 Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Licensee has all requisite corporate power and authority to own its properties, to carry on its business as presently conducted and to enter into and perform this Amendment Agreement. Licensee is duly licensed or qualified to do business as a foreign corporation in each jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to be so licensed or qualified would not have, or be reasonably likely to have, a material adverse effect on the assets, liabilities, condition (financial or other), business, results of operations or prospects of Licensee.

4.4 The Shares, when issued in accordance with the terms hereof, shall be duly authorized, validly issued, fully paid and non-assessable.

4.5 As a condition to the issuance of the Shares, Tufts agrees to enter into, be bound by and be subject to the terms of the Amended and Restated Stockholders Agreement, by and between the Licensee and the parties named therein, in substantially the form attached hereto as Appendix A.

5. Effect of Amendment Agreement

This Amendment Agreement supplements and amends the Exclusive License Agreement as of the Amendment Effective Date, and the Exclusive License Agreement, together with this Amendment Agreement, shall henceforth be read together and shall have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument. The Exclusive License Agreement, as supplemented and amended hereby, shall continue in full force and effect for the remainder of the term thereof in accordance with the terms thereof and hereof.

[SIGNATURE PAGE FOLLOWS]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives as of the Amendment Effective Date.

TUFTS UNIVERSITY		**QUANTERIX CORPORATION**	
By:	/s/ Diane L. Souvaine	By:	/s/ Paul Chapman
Name:	Diane L. Souvaine	Name:	Paul Chapman
Title:	Vice Provost for Research	Title:	President

Signature Page to Amendment Agreement

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (hereinafter the "Agreement") is made this 22nd day of December, 2016 (the "**Effective Date**"):

BETWEEN :

bioMérieux SA,
a French "société anonyme",
having its principal place of business at Chemin de l'Orme, 69280 Marcy l'Etoile, France,
with a capital of 12 029 370 euros,
registered in Lyon under the number 673 620 399,

hereafter called "bioMérieux"

AND

Quanterix Corporation,
a company incorporated in the State of Delaware,
with its registered offices at 113 Hartwell Avenue, Lexington, MA 02421, USA

hereafter called "Quanterix"

bioMérieux and Quanterix being hereinafter individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS :

WHEREAS, Quanterix is an early stage company innovating ultra—sensitive detection systems for use in research and in-vitro diagnostics using its Single Molecule Array (Simoa™) technology.

WHEREAS, Quanterix is developing immunoassay(s) to determine the concentration of a biomarker in a patient sample in the subfemtomolar range, using magnetic beads, magnets, cuvettes, the Simoa™ Disc and other components to automate the overall assay process.

WHEREAS, bioMérieux and its Affiliates (defined below) have for more than fifty years been engaged in the design, development, manufacturing and marketing of reagents and automated *in vitro* diagnostic systems for medical analysis and for product quality and environmental control.

WHEREAS, on November 14, 2012, bioMérieux and Quanterix entered in a joint development and license agreement ("**JDLA**") setting out their respective obligations for the co-development and commercialization of the Simoa platform and associated assays.

WHEREAS, after four years of collaboration, the Parties were willing to renegotiate the terms of their relationship with a view to :

- take better advantage of each Party's respective business and technical strengths, i.e. Quanterix: innovation and RUO; bioMérieux: development and product commercialization in a clinical IVD environment;
- If and after successful feasibility phase, develop a new version of a Simoa based system to address bioMerieux's market requirements;
- Improve development efficiency in simplifying project organization, interaction, decision making process and responsibility between the Parties and R&D partner (Stratec at the time of signing of this Agreement);
- Improve and better define JDLA rules governing Parties' respective market access in Co-exclusive Fields, allowing each Party freedom to operate without the restrictions set forth in the JDLA.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS

1.1. **"Affiliate"** means, with respect to any Party, any corporation, firm, partnership or other entity, whether *de jure* or *de facto*, which directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with such Party or other person or entity to the extent of more than fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity, or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction. For purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under common ownership or control") shall mean the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity.

1.2. **"Assay(s)"** means assay tests consisting of the measurement of certain analytes using specified reagents for use on an Instrument, which assay tests use or perform processes included within the Simoa Technology.

1.3. "**Assay Manufacturing Cost**" means, with respect to an Assay, which is: (i) supplied to bioMérieux by a Third Party; or (ii) manufactured directly by bioMérieux or its Affiliate:

1.3.1. For costs in Subsection (i) above, Assay Manufacturing Costs means, for such Assay: (a) the amount paid to such a Third Party (including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights); plus (b) bioMérieux's reasonable direct and identifiable internal costs and out-of-pocket costs, incurred or accrued (including any prepayments) by bioMérieux in connection with manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, capital equipment, similar activities comprising bioMérieux's oversight of the manufacturing process of the Third Party, and any value-added tax or similar tax due for amounts paid to such Third Party.

1.3.2. For costs in Subsection (ii) above, Assay Manufacturing Costs means, for such Assay, the "standard cost" per unit, including variances to standard costs and inventory write-offs. This standard cost shall include the cost of raw materials, labor, and other direct and identifiable variable costs incurred or accrued by bioMérieux in connection with the manufacture of an Assay, manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, and costs of equipment, plant operations and plant support services necessary to produce an Assay, as well as including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights for such Assay. The above-mentioned costs of plant operations and support services shall include utilities, maintenance, engineering, safety, human resources, finance, plant management and other similar activities, including idle plant capacity reserved specifically for the Assay based on anticipated volumes in the next twelve (12) months.

1.4. **"Biomarker Intellectual Property Rights"** means all Patents and Know-How pertaining to the detection or measurement of specific biological markers or targets for specific clinical indications that were invented using the Simoa Technology (i) owned or Controlled by Quanterix as of the

Effective Date, or (ii) developed by Quanterix in the future while this Agreement is in effect . Biomarker Intellectual Property Rights does not include any Patents or Know-How of any company or business which becomes an Affiliate of Quanterix, or by which Quanterix is acquired or into which Quanterix is merged, after the Effective Date of this Agreement to the extent such Patents or Know-How have been generated prior to the date on which the relevant company or business has become an Affiliate of Quanterix, or has acquired Quanterix or has merged with Quanterix.

1.5. **"bioMérieux Intellectual Property Rights"** means all Patents and Know-How generated by bioMérieux (or any third party contemplated by Section 4.5 or 8.3) during the term of this Agreement, which pertain to the Simoa Technology, whether for use on Assays or Instruments. bioMérieux Intellectual Property Rights expressly includes any improvement, modification or upgrade of the L1DR owned or Controlled by bioMérieux.

1.6. **"Clinical Lab Applications"** means In-Vitro Diagnostic tests performed in a Clinical Laboratory Setting (whether publicly or privately owned).

1.7. "**Clinical Laboratory Setting"** means a laboratory certified by local authorities as a "Clinical Laboratory" where tests are performed on clinical specimens in order to obtain information about the health of a patient as pertaining to the diagnosis, treatment and prevention of disease. Clinical Laboratory Setting excludes POC Testing, physician's offices, ambulatory care facilities, emergency rooms, pharmacies, and other alternative care settings and excludes the activity, within hospital and other clinical laboratories, of performing Laboratory Developed Testing.

1.8. **"Co-Exclusive Field"** means In Vitro Diagnostics, including POC Testing and Laboratory Developed Testing but excluding Clinical Lab Applications, Research Use Only Applications, the screening of blood, plasma or blood components for transfusion or for use in blood products, and Nucleic Acid Applications.

1.9. **"Commercially Reasonable Efforts"** means, with respect to a Party's obligations under this Agreement, the carrying out of such obligations with a level of effort and resources consistent with the commercially reasonable practices of a company in the in-vitro diagnostics industry that would be applied to the research, development or commercialization of a product at a similar stage of development or commercialization, taking into account relevant factors. Commercially Reasonable Efforts require that the Party: (a) promptly assign responsibility for such obligations or tasks to specific employee(s) who are held accountable for progress and monitor such progress on an on-going basis, (b) set and consistently seek to achieve specific and meaningful objectives for carrying out such obligations, and (c) consistently make and implement decisions and allocate resources designed to advance progress with respect to such objectives.

1.10. **"Confidential Information"** means any and all information, knowledge, Know-How, practices, processes, products, materials, equipment or other technical or business information of either Party that has been disclosed to the other Party under this Agreement or the JDLA and that has been identified in writing as Confidential Information at the time of disclosure, or if disclosed orally or visually is confirmed in writing to be Confidential Information within thirty (30) days after such disclosure. For the sake of clarity, Confidential Information shall include the existence, terms and conditions of this Agreement, in accordance with Article 9 below. Notwithstanding the above, Confidential Information will not include, and nothing herein will in any way restrict the rights of either Party to use, disclose or otherwise deal with, any information which:

1.10.1. can be demonstrated to have been in the public domain as of the Effective Date of this Agreement or thereafter comes into the public domain through no fault of the receiving Party; or

1.10.2. can be demonstrated by written records existing prior to receipt of such information to have been known to the receiving Party prior to the receipt thereof; or

1.10.3. can be demonstrated to have been rightfully received by the receiving Party from a Third Party who did not acquire it, directly or indirectly, from the other Party to this Agreement under a continuing obligation of confidentiality; or

1.10.4. can be demonstrated to have been independently conceived, invented or acquired by employees or agents of the receiving Party without use of or access to the relevant Confidential Information of the other Party.

1.11. **"Control"** means, with respect to any material, Know-How, or Intellectual Property Right, that a Party (a) owns or (b) has a license (other than a license granted to such Party under this Agreement) to such material, Know-How, or Intellectual Property Right and, in each case, has the ability to grant to the other Party access, a license, or a sublicense (as applicable) to the foregoing on the terms and conditions set forth in this Agreement without violating the terms of any then-existing agreement or other arrangement with any Third Party.

1.12. **"Consumables"** means all tangible components necessary to run an Assay using the Technology; As of the Effective Date, existing Consumables include cuvettes, microstructured polymer device and/or microstructured chip called Simoa™ Disc, conjugate, and fluorescent magnetic beads.

1.13. **"Current HD-1 FS Instrument**" has the meaning set forth in Section 2.4.

1.14. **"Dollars"** means a U.S. dollar, and "$" shall be interpreted accordingly.

1.15. **"Effective Date"** has the meaning set forth in the introductory paragraph.

1.16. **"Exclusive Field"** means (i) Clinical Lab Applications, (ii) Food QC Testing, and (iii) Pharma QC Testing, in each case solely limited to testing or using small molecules and/or proteins and excluding Nucleic Acid Applications, the screening of blood, plasma or blood components for transfusion or for use in blood products, and Research Use Only Applications.

1.17. **"FDA"** means the United States Food and Drug Administration and any successor agency thereto.

1.18. "**Field**" means the Exclusive Field and the Co-Exclusive Field.

1.19. "**Food QC Testing**" means the field of use comprising the in-vitro measurement, observation or determination of microorganisms (i.e., bacteria, fungi, viruses, parasites or protozoans) and other contaminants in samples of food (including water and beverage), samples of agricultural products intended for food, or samples from food processing, equipment or processing facilities.

1.20. "**Force Majeure**" means any trade disputes, strikes, riots, storms, earthquakes, fires, acts of government or any event (whether similar or dissimilar to the foregoing) that is not caused by the fault or inaction of the Party seeking to be excused from performance hereunder, and is beyond the reasonable control of such Party.

1.21. "**HD-1 FS Instrument**" has the meaning set forth in Section 2.2.

1.22. "**Initiate Development**" means, for a particular Assay, the commencement of activities that relate to obtaining, maintaining or expanding Regulatory Approval of such Assay or developing the ability to manufacture commercial quantities of such Assay.

1.23. "**Instrument**" means any instrument on which processes included within the Technology can be performed, including the HD-1 FS Instrument and the New IVD Instrument, including any software necessary for the operation of such Instrument.

1.24. "**Instrument Manufacturing Cost**" means, with respect to an Instrument, which is: (i) supplied to bioMérieux by a Third Party; or (ii) manufactured directly by bioMérieux or its Affiliate:

1.24.1. For costs in Subsection (i) above, Instrument Manufacturing Costs means, for such Instrument: (a) the amount paid to such a Third Party (including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights); plus (b) bioMérieux's reasonable direct and identifiable internal costs and out-of-pocket costs, incurred or accrued (including any prepayments) by bioMérieux in connection with manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, capital equipment, similar activities comprising bioMérieux's oversight of the manufacturing process of the Third Party, and any value-added tax or similar tax due for amounts paid to such Third Party.

1.24.2. For costs in Subsection (ii) above, Instrument Manufacturing Costs means, for such Instrument, the "standard cost" per unit, including variances to standard costs and inventory write-offs. This standard cost shall include the cost of raw materials, labor, and other direct and identifiable variable costs incurred or accrued by bioMérieux in connection with the manufacture of an Instrument, manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, and costs of equipment, plant operations and plant support services necessary to produce an Instrument, as well as including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights for such Instrument. The above-mentioned costs of plant operations and support services shall include utilities, maintenance, engineering, safety, human resources, finance, plant management and other similar activities, including idle plant capacity reserved specifically for the Instrument based on anticipated volumes in the next twelve (12) months.

1.25. **"In Vitro Diagnostics"** means the in-vitro testing of human Samples for the purpose of detecting, prognosing, predicting, monitoring the status of (including monitoring the effect of treatment) or screening for diseases, conditions, or infections of any kind of the human from whom the Samples were taken, but excluding the screening of blood, plasma or blood components for transfusion or for use in blood products.

1.26. "**IVD Partner**" has the meaning set forth in Section 2.4.

1.27. "**Know-How**" means any confidential and/or proprietary technical information, business information, techniques, processes, methods, data, results, assays, substances and materials, and other information of any type whatsoever, in any tangible or intangible form, in a Party's

possession that is not generally available to the public, excluding in each case any such know-how to the extent disclosed in or claimed by a Patent.

1.28. "**Laboratory Developed Testing"** means In Vitro Diagnostic tests performed within a clinical laboratory which are designed by the laboratory for its own internal use and are validated by the laboratory for its internal use, including the right to provide test results under a service model to Third Parties.

1.29. "**L1DR**" means the "Level 1 Data Reduction" software developed by Quanterix as part of the Simoa Technology, which, from an input of images, provides an output of bead population information (fON and Ibead).

1.30. "**Net Sales**" means the gross amount actually invoiced to Third Parties by bioMérieux and/or its Affiliates, on sale for value to unaffiliated Third Parties of Assays less the following deductions to the extent actually allowed or incurred with respect to such sales: (i) value added taxes, if any; (ii) a flat deduction of [***] of the invoiced amount(s) (excluding, for the avoidance of doubt, value-added tax, if any) which shall be deemed to cover for all of the following: reasonable discounts, including, trade, quantity and cash discounts, charge-back payments, and rebates actually granted to trade customers and distributors; (iii) insurance, packaging and transport costs; (iv) sales and excise tax, custom duties and similar taxes (other than income taxes); and (v) a lump sum deduction of flat [***] of the invoiced amount(s) (excluding, for the avoidance of doubt, value-added tax, if any) in recognition of Assays sold under such Reagent Rental Agreements. For clarity, bioMérieux shall be under no obligation to demonstrate that a particular Assay was sold under a Reagent Rental Agreement, provided that, no more than once every three (3) calendar years, Quanterix and bioMérieux shall each have the right to request that the accuracy of the [***] lump sum deduction under (v) for Reagent Rental Agreements be verified based on actual depreciation of the Instruments installed base, and such lump sum deduction shall be adjusted going forward as a result of such verification. For further clarity, transfers of Assays to Affiliates or between Affiliates for resale shall not constitute Net Sales of Assays until the Assays are sold to Third Parties.

1.31. "**New IVD Instrument**" has the meaning set forth in Section 4.3.1.

1.32. "**Nucleic Acid Applications**" means all applications in which the single molecule referred to in the definition of the Simoa Technology is a nucleic acid.

1.33. **"Patent(s)"** means (i) all patents and patent applications, utility models and designs, (ii) any substitutions, divisions, additions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like, and any provisional applications, of any such patents or patent application, and (iii) any foreign or international counterpart of any of the foregoing.

1.34. "**Pharma QC Testing**" means the field of use comprising the in-vitro measurement, observation or determination of microorganisms (i.e., bacteria, fungi, viruses, parasites or protozoans) and other contaminants in samples of pharmaceutical products, samples of ingredients and other components intended for use in pharmaceutical products, or samples from pharmaceutical products processing, equipment or processing facilities.

1.35. **"POC Testing"** means In Vitro Diagnostic tests performed outside a Clinical Laboratory Setting, such as in physician offices, ambulatory care, emergency rooms, pharmacies and other alternative care settings.

1.36. **"Purchase"** means the entry of an Instrument in inventory at bioMérieux's international delivery center (IDC) for further sale or placement.

1.37. **"Quanterix Intellectual Property Rights"** means all Patents and Know-How owned or Controlled by Quanterix which (a) cover or claim the Technology and (b) are necessary for the development, manufacture, use or sale of Instruments, Assays or Consumables for use on Instruments, and in each case of subclause (a) and (b), that (i) were licensed to Quanterix under the Upstream License or (ii) were generated before the Effective Date, or (iii) are generated after the Effective Date or (iv) become Controlled by Quanterix under the Upstream License after the Effective Date.

Quanterix Intellectual Property Rights expressly includes any improvement, modification or upgrade of the L1DR owned or Controlled by Quanterix.

Biomarker Intellectual Property Rights are included in Quanterix Intellectual Property Rights where such Biomarker Intellectual Property Rights :

(A) pertain to detection or measurement of biological markers or targets that are generally known for a particular disease as of the Effective Date, for example through publications or clinical use, such as PSA for prostate cancer ("Known Markers"), and

(B)claim an invention with respect to the same disease with lower detection levels or quicker detection, i.e. generated by the mere use of Simoa Technology due to its extreme sensitivity (such as PCT/US2012/033343, PCT/US2012/033338, PCT/US2012/041489),

where such Biomarker Intellectual Property Rights are Controlled by Quanterix and (i) were licensed to Quanterix under an Upstream License or (ii) were generated by Quanterix before the Effective Date or are generated after the Effective Date by Quanterix or become Controlled by Quanterix under the Upstream License after the Effective Date.

Quanterix Intellectual Property Rights do not include Biomarker Intellectual Property Rights pertaining to biological markers or targets that are unknown as of the Effective Date or to the detection of a Known Marker for diseases other than those for which the Known Marker is used as of the Effective Date, provided that Biomarker Intellectual Property rights described in this sentence shall be subject to Section 3.1.3.

Quanterix Intellectual Property Rights and the Biomarker Intellectual Property Rights included therein do not include any Patents or Know-How (i) which becomes Controlled by Quanterix under the terms of an agreement executed after the Effective Date, or (ii) of any company or business which becomes an Affiliate of Quanterix, or by which Quanterix is acquired or into which Quanterix is merged after the Effective Date of this Agreement, to the extent such Patents or Know-How have been generated prior to the date on which the relevant company or business has become an Affiliate of Quanterix, has acquired Quanterix or has merged with Quanterix.

As of the Effective Date, Quanterix Intellectual Property Rights include Patents listed in **Appendix I**.

1.38. "**Quanterix Manufacturing Cost**" means with respect to a Consumable and other tangible components necessary to run an Assay that are needed for Assay development which is (i) supplied to Quanterix by a Third Party; or (ii) manufactured directly by Quanterix or its Affiliate:

1.38.1. For costs in Subsection (i) above, Quanterix Manufacturing Costs means: (a) the amount paid to such a Third Party (including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights); plus (b) Quanterix's reasonable direct and identifiable internal costs and out-of-pocket costs, incurred or accrued (including any prepayments) by Quanterix in connection with manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, capital equipment, similar activities comprising Quanterix's oversight of the manufacturing process of the Third Party, and any value-added tax or similar tax due for amounts paid to such Third Party.

1.38.2. For costs in Subsection (ii) above, Quanterix Manufacturing Costs means the "standard cost" per unit, including variances to standard costs and inventory write-offs. This standard cost shall include the cost of raw materials, labor, and other direct and identifiable variable costs incurred or accrued by Quanterix in connection with the manufacture of a Consumable, manufacturing process improvements, storage, manufacturing scale-up, manufacturing site qualification, quality assurance and quality control (including testing), supply chain management, and costs of equipment, plant operations and plant support services necessary to produce a Consumable, as well as including any Third Party royalties or similar consideration proportional to sales paid to Third Parties for rights to intellectual property rights. The above-mentioned costs of plant operations and support services shall include utilities, maintenance, engineering, safety, human resources, finance, plant management and other similar activities, including idle plant capacity reserved specifically for the Consumable based on anticipated Consumable volumes in the next twelve (12) months.

1.39. "**Reagent Rental Agreement**" means an arrangement wherein Assays sold by bioMérieux or its Affiliates hereunder are increased in price to include an amount to cover the depreciation cost of an Instrument, including service and maintenance costs, supplied to a customer of bioMérieux or an Affiliate under an agreement by which the customer purchases the Assays at such increased price so that the customer may have use of such Instrument.

1.40. **"Regulatory Approvals"** means, with respect to a particular Assay, Consumable or Instrument, all approvals or market clearances required by the applicable regulatory authorities to commence commercial sale or distribution of such Assay, Consumable or Instrument in any particular country or jurisdiction, including any required registrations, certificates or permits that may be required to market, sell or use such Assay, Consumable or Instrument in the country or jurisdiction.

1.41. "**Research Use Only Applications**" means any test used in academic, diagnostic or other applications that is not used for medical management of humans or animals.

1.42. **"Sample(s)"** means any kind of human (e.g., tissue, blood, plasma, urine) or biological sample.

1.43. "**Simoa Trademark Rights**" means the Simoa™ trade mark Controlled by Quanterix, as listed on **Appendix II**.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

1.44. **"System"** means a system of components comprised of the Instrument, Consumables and the Assays using the Technology.

1.45. **"Technology" or "Simoa Technology"** means the basic, multi-functional assay processes wherein a single molecule of a biomarker is captured, segregated and interrogated, and the concentration of the biomarker in a sample can be determined, as claimed in the Quanterix Intellectual Property Rights as of the Effective Date, and as such processes and basic assay parameters and conditions may be improved by Quanterix during the Term and as applicable to the Field.

1.46. **"Territory"** means the world.

1.47. "**Third Party**" means a person or entity that is not a Party or an Affiliate of a Party.

1.48. "**Upstream License**" means a license agreement between Quanterix and a Third Party licensor entered into prior to the Effective Date, under which Quanterix obtained rights to certain Patents and Know-How from such Third Party. Upstream Licenses are listed in **Appendix III**.

1.49. **"Valid Claim"** means, with respect to a particular country, (i) a claim of an issued and unexpired Patent in such country that (a) has not been revoked or held unenforceable or invalid by a decision of a court or governmental agency of competent jurisdiction from which no appeal can be taken or has been taken within the time allowed for appeal, and (b) has not been abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country; or (ii) a claim of a pending Patent applicable in such country. In the event a Patent has been held to be invalid or unenforceable, and an appeal is pending, such claims shall not be considered a Valid Claim until reinstated by a final decision, not subject to further appeal, of a court or governmental agency of competent jurisdiction; provided, however, that once reinstated, a Valid Claim shall be considered a Valid Claim retroactively as if the Patent had never been held to be invalid or unenforceable.

2. **TERMINATION OF JDLA — HD-1 FLOOR STANDING PLATFORM**

2.1. As of the date of this Agreement, the JDLA, including all documents amending, modifying or supplementing it shall terminate, except Sections 3.7.3, 3.9.8, 3.9.9, 6, 9, 10.3, 11, 12, 15, 16 of the JDLA which shall survive such termination with respect to activities performed under the JDLA before the Effective Date of this Agreement. The Parties acknowledge that they have no obligation to each other arising out of the JDLA or any such documents, except with respect to the above listed surviving provisions. For the avoidance of doubt, any milestone payments referred to in section 5.2.1 of the JDLA not paid as of the Effective Date are cancelled.

2.2. As a consequence, the Parties agree that they will not jointly finalize development work on the IVD version of the HD-1 Floor Standing instrument ("**HD-1 FS Instrument**"). Quanterix will independently pursue such development, at its own cost and discretion.

2.3. For a period of thirty six (36) months from the Effective Date (the "Option Period"), bioMérieux shall have an option, exercisable on written notice to Quanterix, to assume worldwide distribution of the HD-1 FS Instrument solely for use in the Field. On exercise of the option, the Parties shall negotiate distribution terms in good faith, such terms to include a payment by bioMérieux to Quanterix of a lump sum of [***] and a duration of as long as bioMérieux sells the HD-1 FS Instrument in the Field. This option shall expire, and all rights of bioMerieux with

respect to the HD-1 FS Instrument (including the license granted in Section 3.1 below with respect to such HD-1 FS Instrument) will terminate, if bioMérieux has not exercised the option by written notice to Quanterix at the latest thirty six (36) months after the Effective Date.

2.4. Notwithstanding bioMérieux's distribution option referred to in Section 2.3 and bioMérieux's exclusive rights under subsection 3.1.1 of this Agreement, Quanterix shall have the right to appoint or license one (but not more than one) Third Party (the "**IVD Partner**") to make, have made, use, sell and/or distribute the Current HD-1 FS Instrument on a worldwide basis for use in the field of Clinical Lab Applications. For the purpose of this Agreement, "**Current HD-1 FS Instrument**" means the version of the HD-1 FS Instrument with form, fit and function as reached by Quanterix at the end of feasibility phase finalized by Quanterix at September 30, 2017 and as described in Appendix IV. Such distribution shall be subject to the following conditions:

2.4.1. The IVD Partner shall not be one of the entities listed in Appendix V ("**Excluded Entity**").

2.4.2. Neither Quanterix nor the IVD Partner shall have the right to market in the field of Clinical Lab Applications the Assays listed in Appendix VI (provided that Quanterix and IVD Partner will not be precluded from developing assays not using the Simoa Technology against those targets listed in Appendix VI).

2.4.3. Any improvement to the Simoa Technology or to the HD-1 FS Instrument itself developed by Quanterix or by the IVD Partner (to the extent owned by or licensed to Quanterix) with respect to the HD-1 FS Instrument during the Option Period, and, on exercise of the option, during the term of this Agreement shall be considered Quanterix Intellectual Property Rights for the purposes of this Agreement and shall be licensed to bioMérieux under Sections 3.1.1 and 3.1.2. To the extent such license relates to Instruments, such license is granted on a royalty-free basis.

2.4.4. With respect to sales of an IVD Partner which is a licensee of Quanterix, Quanterix shall pay bioMérieux a royalty on all Assays sold of [***] of the royalty received by Quanterix from the IVD Partner on such sales. In the event the consideration received by Quanterix from the IVD Partner for sales of Assays is not royalties on sales, the royalty due to bioMérieux shall be a royalty calculated on sales of Assays by the IVD Partner [***]. Such royalty shall be payable on sales of Assays by IVD Partner only, and no payment shall be due to bioMerieux for development or commercial milestone payments, upfront fees, paid development efforts or other compensation paid to Quanterix by IVD Partner.

2.4.5. [***].

2.5. bioMérieux's failure to exercise the distribution option referred to in Section 2.3 shall not terminate the provisions of Section 2.4 of this Agreement.

3. LICENCE RIGHTS

3.1. Licences from Quanterix to bioMérieux.

3.1.1. Subject to the terms of this Agreement, Quanterix hereby grants bioMérieux an exclusive (save from the rights described in Section 2.4), [***], under Patents and Know-How within the Quanterix Intellectual Property Rights to research, develop, have developed, make, have made, use, sell, have sold, offer for sale and have offered for sale, import and export

Assays, Consumables, and Instruments, in the Exclusive Field in the Territory, and bioMérieux hereby accepts such license. The license under this Section 3.1.1 with respect to the HD-1 FS Instrument shall terminate on expiration of the Option Period as provided in Section 2.3, unless the option has been exercised by bioMerieux and an agreement reached on distribution terms under Section 2.3, in which case the license with respect to the HD-1 FS Instrument will continue during the term of this Agreement. The license under this Section 3.1.1 with respect to Instruments other than the HD-1 FS Instrument shall terminate on expiration of the Feasibility Period as provided in Section 4.3.1, unless bioMerieux has elected to proceed with development under Section 4.3.3; in which case the license

with respect to Instruments other than the HD-1 FS Instrument will continue for the term, subject to the requirements of Section 4.4.1 and 4.4.7. Should bioMerieux elect, or be deemed to have elected, not to proceed with the development of the New IVD Instrument or fail to comply with the requirements of Section 4.4.1 and 4.4.7 (which failure remains uncured as provided in Section 14.2.1), the license with respect to Instruments other than the HD-1 FS Instrument shall terminate, and if the license with respect to the HD-1 FS Instrument has also terminated, this Agreement will terminate.

Notwithstanding the foregoing Section 3.1.1, bioMérieux's license under Know-How Controlled by Quanterix under the Tufts License (as defined below) is nonexclusive. Notwithstanding the foregoing, the license granted under this Section 3.1.1, solely to the extent it relates to Quanterix Intellectual Property Rights developed under Sections 2.4.3 and 4.4.6 , is granted on a royalty-free basis t. For the avoidance of doubt, bioMérieux's exclusive rights as described in this Section 3.1.1 are without prejudice to Quanterix's or the IVD Partner's rights under Section 2.4.

3.1.2. Subject to the terms of this Agreement, Quanterix hereby grants bioMérieux (a) a non-exclusive, [***] license, [***], under Patents and Know-How within the Quanterix Intellectual Property Rights to research, develop, have developed, make, have made, use, sell, have sold, offer for sale and have offered for sale, import and export Assays, Consumables and Instruments, in the Co-Exclusive Field in the Territory, and bioMérieux hereby accepts such license. Notwithstanding the foregoing, the license granted under this Section 3.1.2, solely to the extent it relates to Quanterix Intellectual Property Rights developed under Sections 2.4.3 and 4.4.6, is granted on a royalty-free basis. The license under this Section 3.1.2 with respect to the HD-1 FS Instrument shall terminate on expiration of the Option Period as provided in Section 2.3, unless the option has been exercised by bioMerieux and an agreement reached on distribution terms under Section 2.3, in which case the license with respect to the HD-1 FS Instrument will continue during the term of this Agreement. The license under this Section 3.1.2 with respect to Instruments other than the HD-1 FS Instrument shall terminate on expiration of the Feasibility Period as provided in Section 4.3.1, unless bioMerieux has elected to proceed with development under Section 4.3.3; in which case the license with respect to Instruments other than the HD-1 FS Instrument will continue for the term, subject to the requirements of Section 4.4.1 and 4.4.7. Should bioMerieux elect, or be deemed to have elected, not to proceed with the development of the New IVD Instrument or fail to comply with the requirements of Section 4.4.1 and 4.4.7 (which failure remains uncured as provided in Section 14.2.1), the license with respect to Instruments other than the HS-1 FS Instrument shall terminate, and if the license with respect to the HD-1 FS Instrument has also terminated, this Agreement will terminate.

For the avoidance of doubt, with respect to the Co-Exclusive Field, Quanterix itself and through any Third Party licensee of the Technology ("**Co-Exclusive Field Licensee**")

retains the right (under the Quanterix Intellectual Property Rights or those intellectual property rights of a Co-Exclusive Field Licensee) to research, develop, have developed, make, have made, use, sell, have sold, offer for sale and have offered for sale, import and export Assays, Instruments and Consumables in the Co-Exclusive Field in the Territory, and the Parties acknowledge that Quanterix will have no obligation to disclose any information about, or Confidential Information of, any Co-Exclusive Field Licensee to bioMérieux at any time.

3.1.3. To the extent Quanterix owns or Controls Biomarker Intellectual Property Rights not included in the Quanterix Intellectual Property Rights, Quanterix shall inform bioMérieux. At the request of bioMérieux, Quanterix shall negotiate in good faith with bioMérieux in an effort to reach commercially viable and reasonable terms and conditions for a worldwide license under any such Biomarker Intellectual Property Rights for use by bioMérieux solely in connection with the Simoa Technology in the Exclusive Field. Quanterix makes no guarantee that such terms will be reached despite such good faith negotiation.

3.1.4. Subject to the terms of this Agreement, Quanterix hereby grants to bioMérieux a limited non-exclusive license without the right to sublicense, under the Simoa Trademark Rights, to use and display such Simoa Trademark Rights solely in connection with the exercise of the rights granted to bioMérieux under Sections 3.1.1 and 3.1.2 above, and, as the case may be, under any license granted to bioMerieux pursuant to Section 3.1.3.

3.1.4.1. bioMérieux may use the Simoa Trademark Rights as granted pursuant to this Section 3.1.4 throughout the Territory. In doing so, to the extent allowable by applicable laws and regulations in each country within the Territory, the packaging, promotional materials and product labeling for use in the Territory shall carry, in a reasonable form to be agreed by the Parties, the Simoa Trademark Rights, subject to Quanterix's consent, not to be unreasonably withheld. bioMérieux shall provide Quanterix with exemplars or representative samples of primary (as reasonably agreed by the Parties) materials containing any Simoa Trademark Rights that are to be used commercially, if and to the extent such materials are used in the Territory and are substantially different from the form and presentation already approved by Quanterix. Quanterix shall have the right to make reasonable objections to any such materials within five (5) business days of Quanterix's receipt of such exemplars or samples on the grounds that Quanterix believes in good faith that the use of such materials will damage the reputation for quality associated with the Simoa Trademark Rights. bioMérieux agrees to modify such materials in accordance with such objections of Quanterix as far as it is reasonable.

3.1.4.2. bioMérieux acknowledges Quanterix's sole ownership of the Simoa Trademark Rights and agrees not to take any action inconsistent with such ownership. bioMérieux covenants that it shall not use any trademark confusingly similar to any Simoa Trademark Rights in connection with any products (including the Assays, Consumables and Instruments). bioMérieux shall comply with reasonable policies provided by Quanterix from time to time to maintain the goodwill and value of the Simoa Trademark Rights, subject that such policies are not detrimental to the commercialization of the Assays, Consumables and Instruments and are compliant with the relevant laws. In any bioMérieux materials in which the Simoa Trademark Rights appear, bioMérieux shall display a trademark legend in

substantially the following form (tailored to reflect which trademark is being used): "[trademark]™" is a trademark owned by Quanterix Corporation".

3.1.4.3. bioMérieux shall have no right to prosecute, enforce or defend the Simoa Trademark Rights.

3.1.5. Subject to the terms of this Agreement, Quanterix hereby grants to bioMérieux a non-exclusive license to the L1DR (source code and object code), solely for use in connection with installation and use on HD-1 FS Instruments and the development, manufacture and sale of Instruments, and to convey to end users the right to use the L1DR in object code format solely in connection with the use of Instruments (including the HD-1 FS Instrument and New IVD Instrument. The L1DR shall remain the sole and exclusive property of Quanterix or Quanterix's licensor, and no title to L1DR or any intellectual property contained therein shall pass to bioMérieux. The license granted to bioMérieux under this section 3.1.5 specifically conveys to bioMérieux the rights of reproduction, representation and display, adaptation, digitisation, translation, use, transformation (subject to respect for moral rights), integration of the L1DR in any other work, specifically including any integration whatsoever in an Instrument, the right to use extracts or elements of the L1DR for their reproduction and/or their representation and display in any derived work, the right to proceed to reverse engineering, to correct, to update, to adapt, to interoperate, to decompile, and to embed all or part of L1DR as part of an Instrument, for commercial or non-commercial use in the Field, for all countries of the Territory and for the maximum legal duration of protection of such rights (not to exceed the Term of this Agreement). The rights granted herein may be exercised by bioMérieux's subcontractors involved in the development or manufacture of the Instruments solely for the purpose of developing or manufacturing all or part of the Instruments. bioMérieux shall not transfer possession of the L1DR except as part of, or with, the Instrument, such transfer being subject to the restrictions contained herein. Each Party shall promptly, and no less frequently that once each calendar half year, inform the other Party of any improvement, modification or upgrade of the L1DR and shall promptly provide the other Party a version of the L1DR containing such improvement, modification or upgrade. For the avoidance of doubt, the license to L1DR granted by Quanterix to bioMérieux hereunder expressly includes any improvement, modification or upgrade of the L1DR owned or Controlled by Quanterix during the term of this Agreement.

3.1.6. bioMérieux acknowledges that Quanterix obtained rights to certain Quanterix Intellectual Property Rights through one or more Upstream Licenses. bioMérieux agrees that the following provisions of the Exclusive License Agreement between Tufts University ("**Tufts**") and Quanterix effective June 18, 2007 ("**Tufts License**") apply to bioMérieux and bioMérieux covenants to comply with such provisions, in addition to those provisions of the Tufts License as specified elsewhere in this Agreement: Sections 3.3(c)(iii), 3.6, 3.7 (provided that Quanterix provides bioMérieux with the information necessary for bioMérieux to comply), 3.8, 3.9, 5.8 (subject to timely invoices provided by Quanterix under this Agreement, and excluding the last sentence of such Section 5.8), 5.9, 8.1 (provided that Quanterix clearly marks and identifies confidential information of Tufts University), 9.2, 11 (excluding the requirements of additional insureds and furnishing certificates of insurance, but with bioMerieux obligated to indemnify Tufts as though bioMerieux were Licensee for purposes of Section 11.1 of the Tufts License), and 12.3.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

3.1.7. Quanterix shall promptly, and no less frequently than once each calendar half year, inform bioMerieux of any Quanterix Intellectual Property Rights generated by Quanterix after the Effective Date.

3.2. Licences from bioMérieux to Quanterix.

3.2.1. bioMérieux hereby grants to Quanterix a worldwide, [***], non-exclusive license, without the right to sublicense, under all of bioMérieux's rights, title and interest in and to bioMérieux Intellectual Property Rights, to research, develop, have developed, make, have made, use, sell, have sold, offer for sale and have offered for sale, import and export products using the Technology in the Field (subject to bioMérieux's license rights granted herein) and outside the Field and Quanterix hereby accepts such license.

3.2.2. bioMerieux shall promptly, and no less frequently than once each calendar half year, inform Quanterix of any bioMerieux Intellectual Property Rights generated by bioMerieux after the Effective Date.

3.3. Negative Covenants.

3.3.1. bioMérieux covenants that it will not, and will not permit any of its Affiliates to use or practice any Quanterix Intellectual Property Rights outside the scope of the license granted to it under Section 3.1.

3.4. No Implied Licenses. Except as explicitly set forth in this Agreement, neither Party shall be deemed by estoppel or implication to have granted the other Party any license or other right to any intellectual property rights of such Party.

3.5. Registration. Upon the issuance of the first French Patent within Quanterix Intellectual Property Rights, bioMérieux may register a summary of this Agreement with the French National Registry of Patents *(Registre National des Brevets)* in order to preserve the Parties' rights against Third Parties pursuant to French Intellectual Property Code, Art. L. 613-9 and R. 613-53 *et seq,* provided that such registration is approved by Quanterix (such approval not to be unreasonably withheld) and shall not include public disclosure of the financial terms of this Agreement.

4. **BIOMÉRIEUX DEVELOPMENT ACTIVITIES**

4.1. Current suppliers.

4.1.1. A list of Quanterix's current suppliers for Instruments (including software) and Consumables is attached as Appendix VII. Quanterix agrees, to the extent not already done before the Effective Date, to introduce bioMérieux to such suppliers with a view to allow direct access by bioMérieux to such suppliers, provided that if bioMerieux has specific requirements from such suppliers (such as imposing additional specifications, recordkeeping requirements or other obligations on such suppliers) compared to those in force for the supply to Quanterix, bioMérieux shall pay the relevant suppliers for such specific requirements.

4.1.2. Parties acknowledge that transfer of information and facilitation of discussions between bioMérieux and these suppliers is outside the scope of this Agremeent and is not an obligation of Quanterix.

4.2. L1DR

4.2.1. Quanterix shall upon the Effective Date provide bioMérieux with the L1DR source code together with all comments explaining such source code. bioMérieux will at all times treat the LIDR as Confidential Information of Quanterix.

4.2.2. Quanterix shall, on or before the Effective Date, provide bioMérieux with a detailed answer to the list of questions attached as Appendix VIII.

4.3. Feasibility phase.

4.3.1. At its own expense and for a period of not more than [***] starting from the Effective Date (the "Feasibility Period"), bioMérieux will assess feasibility and requirements [***] to serve market needs in the Exclusive Field ("**New IVD Instrument**"). Such Feasibility Period shall include completion of Phase 0 and Phase 1 already initiated of the bioMérieux instrument development program (concept and feasibility).

4.3.2. Quanterix will, at no cost to bioMérieux, make available to bioMerieux all necessary intellectual property, materials and technical elements such as Simoa Know How, technical design drivers to help bioMérieux in the feasibility phase, other than the L1DR technology which is dealt with in Section 4.2. Provision of such Know How can be made through answers to technical questions asked by bioMérieux.

4.3.3. During the Feasibility Period, the development period and thereafter for so long as bioMerieux is developing or commercializing an Instrument, the Parties shall meet at least once each six months to informally discuss the progress of their activities.

4.3.4. On or before the end of the Feasibility Period, bioMérieux will solely and independently decide whether to develop the New IVD Instrument with the aim to market worldwide such New IVD Instrument in the Exclusive Field. Should bioMerieux fail to notify Quanterix in writing of its intent to develop the New IVD Instrument on or before the end of the Feasibility Period, it will be deemed to have elected not to engage in such development.

4.3.5. If on or before the end of the Feasibility Period, bioMérieux decides, or is deemed to have elected, not to engage in development of the New IVD Instrument, this Agreement shall terminate as provided in Section 3.1 and Quanterix and bioMérieux shall be free of any contractual commitments under this Agreement, subject to the surviving terms listed in section 14.3 hereof. Notwithstanding the foregoing, if bioMérieux has decided to commercialize the HD-1 FS Instrument pursuant to Section 2.3 above, then this Agreement shall remain in effect but all rights and licenses granted to bioMérieux with respect to Instruments other than the HD-1 FS Instrument will terminate.

4.4. Development phase

4.4.1. **Diligence**. After the end of the Feasibility Period, unless bioMerieux elects, or is deemed to have elected, not to develop the New IVD Instrument pursuant to Section 4.3.4, bioMérieux shall use Commercially Reasonable Efforts to conduct the development

activities for the New IVD Instrument, Consumables and Assays. bioMérieux shall conduct its development activities in compliance in all material respects with all applicable laws, good clinical and laboratory practices and industry standards (e.g., QSR, ISO 9001 and ISO 13 485).

4.4.2. bioMérieux's development activities shall be conducted under bioMérieux's sole responsibility and at its own cost.

4.4.3. Until completion of development phase 2 (prototype system verified) according to bioMérieux's R&D Development Plan terminology for the New IVD Instrument, bioMérieux will use Commercially Reasonable Efforts to pursue development of Assay prototypes using existing RUO version of Simoa floor standing instrument, such RUO version incorporating, to the maximum extent possible, the fully paid up technology grant back defined in Section 2.4.3 above. Such incorporation shall be made through modification by Quanterix of

the RUO instruments purchased by bioMérieux, upon financial terms to be negotiated in good faith on a case-by-case basis provided that upgrades of RUO instruments owned by bioMerieux as of the Effective Date to version 2.1 shall be made by Quanterix free of charge.

4.4.4. When units of New IVD Instrument end of phase 2 become available, bioMerieux will use Commercially Reasonable Efforts to develop Assays using the New IVD Instrument.

4.4.5. While bioMérieux pursues development of Assay prototypes using existing RUO version of Simoa floor standing instrument per Section 4.4.3 above, Quanterix will provide bioMérieux with all Consumables and other tangible components necessary to run an Assay that are needed for such Assay development at [***], including shipping and handling.

4.4.6. While bioMérieux uses existing RUO version of Simoa floor standing instrument, bioMérieux is willing to collaborate with Quanterix in developing RUO or LDT assays to be marketed by Quanterix in the Co-exclusive Field or outside the Field in connection with such RUO instrument. The terms of any such collaboration shall be defined by the Parties on a case by case basis. Any intellectual property rights generated solely by Quanterix in connection with the development or resulting from the use of such RUO or LDT assays in a collaboration as provided in this Section 4.4.6 shall be licensed to bioMérieux under Sections 3.1.1 and 3.1.2 on a [***].

4.4.7. bioMérieux shall achieve the following milestones in the development of the New IVD Instrument:

· CE marking of the New IVD Instrument within [***] of the end of the Feasibility Period referred to in Section 4.3;

· FDA approval of the New IVD Instrument within [***] of CE marking;
(each an "Instrument Commercial Milestone")

If, for reasons strictly within bioMérieux's reasonable scope of control, bioMérieux fails to achieve any Instrument Commercial Milestone, bioMérieux shall have up to [***] to remedy such failure, subject to providing to Quanterix, within [***] of the date the relevant Instrument Commercial Milestone should have been achieved, an appropriate cure plan and using Commercially Reasonable Efforts to cure such failure as soon as possible and in any event, within the [***] cure period. If bioMérieux has not achieved the

relevant Instrument Commercial Milestone within such cure period, this Agreement shall terminate, provided that if bioMérieux has decided to commercialize the HD-1 FS Instrument pursuant to Section 2.3 above, then this Agreement shall remain in full effect but all rights and licenses granted to bioMérieux with respect to Instruments other than the HD-1 FS Instrument will terminate. For the sake of clarity, the Parties acknowledge and agree that the sole remedy and effect of any bioMérieux failure to achieve an Instrument Commercial Milestone and failure to cure within the timeframe specified above is the termination of the foregoing rights, without any liability or impact on the other terms of the Agreement.

4.5. Sub-contracting.

bioMérieux may perform any of its development obligations under this Agreement through one or more subcontractors or consultants, provided that (i) it remains responsible for the work allocated to, and payment to, such subcontractors and consultants as it selects to the same extent it would if it had done the work itself; and (ii) the sub-contractor is bound in writing by terms and conditions similar to those contained herein, including confidentiality terms. In all circumstances, bioMérieux shall remain liable to Quanterix for any breach hereof by any such sub-contractor.

4.6. Testing and Quality Assurance.

bioMérieux shall ensure, at its own expense, that any and all necessary U.S and E.U (if applicable) regulatory approvals have been obtained in connection with any facilities used in connection with the development and manufacture of the Instrument, Consumables and Assays, as applicable, under this Agreement.

4.7. Regulatory.

bioMérieux shall be sole holder of the Regulatory Approvals for the Assays, Consumables and Instruments developed hereunder and sold by bioMérieux in the Field and shall be responsible for the clinical and regulatory development work therefor at its own discretion and expense.

5. **FINANCIAL TERMS**

5.1. Costs. Except as otherwise set forth in this Agreement, [***].

5.2. Payments related to the Licences.

5.2.1. Upfront payment.

On the Effective Date, bioMérieux will pay Quanterix two million US Dollars ($2,000,000).

5.2.2. Royalties on Assays.

5.2.2.1. bioMérieux shall pay Quanterix royalties, during the Assay Royalty Term, on a country by country basis, on aggregate annual Net Sales of all Assays sold by bioMérieux or its Affiliates hereunder and such royalties shall be payable as follows :

Royalty applicable in any particular calendar year

[***]

5.2.2.2. The royalty rate resulting from the above formula in Section 5.2.2.1 shall never fall below [***] nor exceed [***] (the "**Royalty Range**"). In the event that the royalty rate, as calculated under Section 5.2.2.1, would be less than [***] for any consecutive two (2) calendar years, the Parties shall meet and discuss in good faith for a period not to exceed sixty (60) days how to revise the royalty structure.

5.2.2.3. During the first calendar year in which Net Sales of Assays occur, the royalty shall be set at [***] and a true-up will be made at the end of the relevant calendar year to adjust the total royalty payable to the amount due based on the above formula. For each subsequent year, the royalty percentage resulting from the last true-up for the previous year shall be used during such subsequent calendar year and a true-up will be made at the end of that calendar year based on the above formula.

5.2.2.4. On an annual basis, on or before November 15 of each calendar year, bioMérieux shall provide Quanterix a rolling forecast based on its best current understanding of its expected sales of each Assay for the following twelve (12) months.

5.2.2.5. For each Assay, royalties shall be due, on a country-by-country basis and Assay-by-Assay basis, [***] (the "**Assay Royalty Term**"), provided that [***]. For the avoidance of doubt, the royalty rate pursuant to the formula in Section 5.2.2.1 is calculated based on aggregate annual worldwide figures and not country by country or Assay by Assay.

5.2.2.6. As from the first commercial sale of an Assay under this Agreement generating Net Sales, on or before the 30th day of each calendar quarter during the Assay Royalty Term, bioMérieux shall prepare and send to Quanterix royalty reports for the previous calendar quarter. Said reports shall indicate total sales, the number of units of each Assays sold by bioMérieux and its Affiliates, the calculation of Net Sales of each Assay sold by bioMérieux and its Affiliates, and the amount of royalty due per Assay under this Agreement for the previous calendar quarter. If no royalties are due to Quanterix for such reporting period, the report shall so state. The true-up referred to in Subsection 5.2.2.3 shall be made before the end of February of each calendar year with respect to the previous year. As from receipt of a report from bioMérieux, Quanterix shall have a twenty-one (21) day period to communicate any inaccuracies within the report. Any correction that might be needed as a result of the Parties' joint review and agreement will be incorporated in a subsequent quarterly payment and in the invoice pertaining to such subsequent quarterly payment.

5.2.3. Royalties on Instruments

5.2.3.1. bioMérieux shall pay Quanterix royalties, during the Instrument Royalty Term, on aggregate annual Purchases of Instruments at a rate of [***] of [***]. For the avoidance of doubt, no royalties shall be due on Purchases of the HD1-FS Instrument from Quanterix.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

5.2.3.2. For calculation of the Instrument royalties during each calendar year, bioMérieux shall use the provisional Instrument Manufacturing Cost defined by bioMérieux for that year's budget. A true up will be made based on actual Instrument Manufacturing Cost for the relevant year when such Instrument Manufacturing Cost has been finally determined for the purpose of bioMérieux's annual audited financial statements.

5.2.3.3. For each Instrument, royalties shall be due, on a country-by-country basis and Instrument-by-Instrument basis, for [***] (the "**Instrument Royalty Term**"), provided that [***].

5.2.3.4. As from the first Purchase of an Instrument under this Agreement, on or before the 30th day of each calendar quarter during the Instrument Royalty Term, bioMérieux shall prepare and send to Quanterix royalty reports for the previous calendar quarter. Said reports shall indicate the number of units of each Instrument Purchased, the applicable budget Instrument Manufacturing Cost and the amount of royalty due per Instrument under this Agreement for the previous calendar quarter. If no royalties are due to Quanterix for such reporting period, the report shall so state. The true-up referred to in Subsection 5.2.3.2 shall be made before the end of March of each calendar year with respect to the previous year. As from receipt of a report from bioMérieux, Quanterix shall have a twenty-one (21) day period to communicate any inaccuracies within the report. Any correction that might be needed as a result of the Parties' joint review and agreement will be incorporated in a subsequent quarterly payment and in the invoice pertaining to such subsequent quarterly payment.

5.2.4. Payment terms

5.2.4.1. Payment of all royalties hereunder shall be made in [***]. All currency conversions to be made under this Agreement shall be made using bioMérieux's standard financial reporting procedures which shall be in accordance with generally accepted accounting principles.

5.2.4.2. All payments made under this Agreement shall be paid [***] of the invoice date.

5.3. **Records**. bioMérieux agrees to keep and cause its Affiliates to keep accurate records and books of account in accordance with good accounting practice, showing the information required to permit calculation of Net Sales, Purchase, Assay Manufacturing Costs, Instrument Manufacturing Costs and royalties under Section 5.2 and the verification of said calculation. These books and records shall be preserved for at least [***] years from the date of the royalty payments to which they pertain.

5.4. **Audit rights.** Upon reasonable prior written notice, bioMérieux's books and records shall be available for examination by one or more certified public accountant(s) or independent auditor(s) selected by Quanterix and reasonably acceptable to bioMérieux to enter upon the premises of bioMérieux and/or its Affiliates, during all usual business hours, in order to audit on a confidential basis bioMérieux's records pertaining to royalty payments; provided, however, that such audit shall not (a) take place more frequently than once in a calendar year, or (b) cover records for more than the preceding [***] calendar years. The certified public accountant(s) or auditor shall not disclose bioMérieux's Confidential Information, except to the extent such disclosure is necessary to verify the accuracy of the financial reports furnished by bioMérieux or

the amount of payment due by bioMérieux under this Agreement. An adjustment in payment shall be made upon demonstration of any underpayment or overpayment. The fees and expenses of the audit shall be borne by Quanterix; provided, however, that if any audit reveals that bioMérieux underpaid any amounts due under this Agreement as to the period being audited by more than [***] of the amount that was payable for such period, then bioMérieux shall, in addition to paying any such deficiency, reimburse Quanterix for the full cost of such audit. Notwithstanding any of the foregoing, the provisions of Section 5.10 of the Tufts License shall apply to any audit required to be performed by Tufts and solely with respect to Tufts.

5.5. **Taxes and Duties**. All the prices and royalties in this Agreement are quoted exclusive of any VAT, sales taxes, turnover taxes or any comparable taxes relating to such payment. Each Party shall be solely responsible for the payment of all taxes imposed on its income arising directly or indirectly from the activities under this Agreement. The Parties agree to cooperate with one another and use reasonable efforts to reduce or eliminate tax withholding or similar obligations in respect of payments made by a Party to the other Party under this Agreement. To the extent either Party is required to deduct and withhold taxes on any payment to the other Party, such Party shall pay the amounts of such taxes to the proper governmental authority in a timely manner and promptly transmit to the other Party an official tax certificate or other evidence of such withholding sufficient to enable the other Party to claim such payment of taxes. Each Party shall provide the other Party with any tax forms that may be reasonably necessary in order for the other Party to not withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by applicable laws, of withholding taxes, value added taxes, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or value added tax.

6. INTELLECTUAL PROPERTY

6.1. **Ownership of Intellectual Property.**

6.1.1. **Quanterix Intellectual Property Rights**. Without prejudice to the rights granted to bioMérieux under this Agreement, all rights, title and interest in and to Quanterix Intellectual Property Rights shall belong to and will continue to belong to and be retained by Quanterix.

6.1.2. **bioMérieux Intellectual Property Rights**. The rights, title and interest in and to bioMérieux Intellectual Property shall belong to and be retained by bioMérieux, and will be subject to the terms and conditions of this Agreement.

6.2. **Disclosure of Inventions and Filing of Patent Applications.**

6.2.1. **Disclosure of Inventions**. Quanterix will promptly inform bioMérieux of any patent application filed by Quanterix within Quanterix Intellectual Property Rights. bioMérieux will promptly inform Quanterix of any patent application filed by bioMérieux within bioMérieux Intellectual Property Rights.

6.2.2. **Quanterix Patent Applications.** [***]. Quanterix will bear all costs relating to such activities. bioMerieux will provide Quanterix with all information in its possession [***].

6.2.3. **Abandonment of Quanterix Patents**.

6.2.3.1. If Quanterix elects not to prosecute or maintain certain of the Patents under Quanterix Intellectual Property Rights applicable to the Exclusive Field in one or more countries, then Quanterix will give bioMérieux notice thereof within a reasonable period prior to allowing the relevant Patents to lapse or become abandoned or unenforceable, and bioMérieux will thereafter have the right, at its sole expense and discretion, to prosecute, and maintain such Patents or to apply for any continuations in part, divisions or other appropriate methods, in the name of Quanterix in one or more countries. Quanterix will, at bioMérieux's sole expense, transfer the filing, prosecution and maintenance of the corresponding Patents to bioMérieux and provide reasonable assistance to bioMérieux to facilitate such filing, prosecution, and maintenance of such Patents that Quanterix has elected not to pursue, and Quanterix will execute all documents reasonably deemed necessary or desirable by bioMérieux therefor.

6.2.3.2. Notwithstanding anything to the contrary in this Section 6.2.3, to the extent Tufts University has applicable rights under Sections 6.1 and 6.2 of the Tufts License, those provisions shall apply to the extent that Tufts exercises such rights.

6.2.4. **Confidentiality of Patent applications**. bioMérieux and Quanterix will each hold all information it knows from the other or acquires from the other under this Section 6.2 as Confidential Information of the disclosing Party until publication of any corresponding Patent application by a competent patent issuing authority.

6.3. Enforcement of Intellectual Property.

6.3.1. In the event either Party becomes aware of infringement of Patents within Quanterix Intellectual Property Rights in the Field by a Third Party selling a product that competes with an Assay or System sold by bioMérieux, it will notify the other Party thereof without delay. Notwithstanding anything to the contrary in this Section 6.4, to the extent Tufts University has applicable rights under Sections 7.1, 7.2, 7.3, 7.4 and 7.5 of the Tufts License, those provisions shall apply to the extent that Tufts exercises such rights.

6.3.2. Quanterix shall have the first right (but not the obligation), at its sole expense and sole discretion (subject to the provisions below), to control the enforcement or otherwise abate such infringement. If it so elects, Quanterix shall use Commercially Reasonable Efforts to pursue the relevant infringers and enforce its rights under its Patents in the Field.

6.3.3. Prior to undertaking any such action, Quanterix shall notify bioMérieux in writing, and bioMérieux shall have the right to join as a party to such infringement proceedings and to jointly enforce such action by funding [***] of the costs of such action. If bioMérieux so elects to participate and jointly enforce and co-fund such enforcement, the Parties shall reasonably cooperate with each other in the planning and execution of any such action to enforce such Patents which is jointly prosecuted by the Parties; provided however, that Quanterix shall retain final decision-making authority over such enforcement activities. All monies recovered upon the final judgment or settlement of any such suit to enforce such Patents [***], and the Parties shall be liable [***] for any adverse costs arising from such proceedings subject to Section 12.4.

6.3.4. In the event that Quanterix does not wish to enforce a Patent against such infringement, Quanterix shall deliver prompt written notice thereof to bioMérieux.

6.3.5. In the event Quanterix delivers the written notice described in the previous Section 6.3.4 or if Quanterix has not initiated an infringement action against an alleged infringer in the Exclusive Field within sixty (60) days of receiving or sending the notice mentioned in Section 6.3.1, bioMérieux shall have the right, but not the obligation, at its sole expense and sole discretion, to seek such enforcement of such Patents against such potential infringement solely in the Exclusive Field and in consultation with Quanterix. If bioMérieux so elects to enforce any such Patents, Quanterix shall take such steps as are reasonable and necessary to enable bioMérieux to assume such right of pursuing the relevant infringer, and bioMérieux shall consult with Quanterix and all material decisions regarding such action shall be made with Quanterix's consent. The Parties agree that the Quanterix Intellectual Property Rights may be licensed to Third Parties outside the Field or within the Co-Exclusive Field and any such action asserted under this Section 6.3.5 may require taking into account such other Third Party rights in the Quanterix Intellectual Property Rights and cooperation with such Third Parties. No settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of any Quanterix Intellectual Property Rights shall be entered into by bioMérieux without the prior written consent of Quanterix. bioMérieux shall not take any action during such litigation of any Quanterix Intellectual Property Rights that would adversely affect such rights, without Quanterix's prior written consent. All monies recovered upon the final judgment or settlement of any such suit by bioMérieux to enforce such Patent under this Section 6.3.5 shall be retained by bioMérieux (subject to the payment of royalties under this Agreement in respect of any amounts recovered in respect of lost sales), and bioMérieux shall be liable for any adverse costs arising from such proceedings.

6.3.6. If, due to Quanterix withholding its consent in any case it is required under Section 6.3.5, bioMérieux cannot pursue the relevant infringer and the relevant infringement has a material adverse effect on bioMérieux's sales or profitability, [***].

7. MANUFACTURING AND SUPPLY

7.1. bioMérieux shall have sole responsibility for the production of its Instruments, Consumables and Assays for both development and commercial purposes, including as applicable selection of subcontractors and suppliers. Supply prices, forecast, order, supply and billing processes are managed directly between bioMérieux and respective manufacturers.

7.2. Each party will use commercially reasonable efforts to cause its relevant suppliers to give the other Party the benefit of the most favorable prices afforded to it.

7.3. If Quanterix wishes to market the New IVD Instrument in the RUO field or other market available to Quanterix pursuant to Section 3, bioMérieux shall use commercially reasonable efforts to [***]. If bioMérieux is interested in marketing in the Field a [***] that would be developed by or for Quanterix, the parties will discuss in good faith an appropriate agreement to that effect.

8. **COMMERCIALISATION PHASE**

8.1. The Instruments (and associated System using the Technology) and Assays sold by bioMérieux shall bear the bioMérieux and VIDAS® trademarks and logos provided that they shall also bear the Simoa Trademark Rights branding or labelling in a form agreed by the Parties.

8.2. Without prejudice to Section 8.3, bioMérieux shall be responsible, at its own costs and discretion, for all marketing and sales activities in the Exclusive Field and in the Co-Exclusive Field for Assays, Instruments and Components sold by bioMérieux under this Agreement.

8.3. Distribution Partnering.

bioMérieux may elect to select one or more commercial partners to distribute Instruments or Assays under this Agreement. Such partnering may include [***]. bioMérieux shall remain liable to Quanterix for any breach hereof by any such commercial partner.

9. **CONFIDENTIALITY**

9.1. Each Party agrees that any Confidential Information obtained by it from the other Party pursuant to this Agreement, including the terms of this Agreement, shall not be disclosed to Third Parties, shall be kept in the strictest confidence and shall only be used for the purposes permitted by this Agreement (including performance of the receiving Party's obligations, or exercise of the receiving Party's rights, under this Agreement). The receiving Party shall protect such Confidential Information by using the same degree of care that it would use in protecting its own Confidential Information, but in no event less than a reasonable degree of care. The receiving Party shall not disclose the other Party's Confidential Information to any Third Party without prior written consent of such other Party, except only to those of the receiving Party's directors, officers, employees, consultants, Affiliates, subcontractors and development or distribution partners referred to in this Agreement who have a need to know the same for the purpose of carrying out such receiving Party's rights or obligations hereof, provided that such persons are bound by confidentiality and non-use terms no less stringent than those contained herein and that the receiving Party shall be liable to the other Party for any breach hereof by any such persons. The terms of this Agreement may be disclosed by a Party to agents of a Party, including counsel, investment bankers and the like, and to potential or actual investors, licensees, acquirers or merger partners, each of whom prior to such Party's disclosure must be bound by obligations of confidentiality and non-use no less stringent than those contained herein, provided however that any disclosure of this Agreement to a Third Party that is active in In-Vitro Diagnostics shall be permitted only if such Third Party has made a written indication of interest or a term sheet to Quanterix and Quanterix reasonably redacts the disclosed material to remove all technical and commercially sensitive information relevant to Assay, sales or marketing plans (other than payments due to Quanterix).

9.2. In the event the receiving Party is required by judicial or administrative process to disclose Confidential Information of the other Party, it shall promptly notify such other Party thereof so that such other Party may seek to oppose such process or reduce the scope of such disclosure, and the receiving Party agrees to reasonably cooperate with such other Party in its efforts. In the event that such protective order or other remedy is not obtained, the receiving Party will disclose only that portion of Confidential Information that it is advised by opinion of counsel is legally required to be disclosed and will exercise its reasonable efforts to obtain reliable assurance that confidential treatment required hereby will be accorded such Confidential Information.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

9.3. The foregoing confidentiality and restricted use obligations shall cease five (5) years after termination or expiration of this Agreement, provided that such restrictions will be extended for any Confidential Information designated by a disclosing Party as a trade secret for so long as such disclosing Party maintains such information as a trade secret.

9.4. Neither Party shall issue any press release or other publicity materials, whether oral or written, or make any external presentations with respect to the existence, terms and conditions of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. A Party desiring to issue a press release or public announcement shall give reasonable advance notice of the proposed text of such announcement to the other Party for its review and approval prior to announcement. Such other Party shall provide its comments, if any, within five (5) business days after receipt of the proposed text, and the Party making such announcement shall consider and address all such comments in good faith. Notwithstanding the foregoing obligations of confidentiality and non-use in this Article 9, each Party may determine in its respective reasonable discretion to disclose this Agreement as required by law, regulation or the rules of any securities exchange on which such Party's securities are traded, provided that the filing Party shall seek confidential treatment for at least the financial terms hereof in connection with any such filing, subject to applicable law, regulation or rule of any applicable securities exchange, and shall so notify the other. Further, the Parties shall reasonably agree in advance with each other on the terms of this Agreement to be redacted in any filings with such securities exchange.

9.5. **Compliance with Statutory Requirements**. Nothing in this Agreement will be construed as preventing or in any way inhibiting either Party from complying with statutory or regulatory requirements governing the development or manufacture of the System in any manner that it reasonably deems necessary and appropriate, including, for example, by disclosing to regulatory authorities Confidential Information or other information received from a Party. However, the disclosing Party shall notify the other Party in advance of such disclosure, disclose only that portion of Confidential Information that is legally required to be disclosed, and use Commercially Reasonable Efforts to have confidential treatment accorded to such other Party's Confidential Information so as to assure that no unauthorised use or disclosure is made by the applicable governmental agency to whom access to such information is granted under this Section 9.5.

10. **REPRESENTATIONS, WARRANTIES AND COVENANTS; DISCLAIMERS**.

10.1. **Mutual Representations and Warranties**. Each Party represents, warrants and covenants to the other Party that:

10.1.1. As of the Effective Date, the execution, delivery and performance of this Agreement and the consummation by the Party of the transactions contemplated hereby have been duly authorised by all necessary corporate action of the Party, as appropriate.

10.1.2. This Agreement when duly executed and delivered by the Party, will constitute a valid and legally binding instrument of the Party enforceable in accordance with its terms, except as enforcement hereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganisation or similar laws or court decisions affecting enforcement of creditors' rights generally.

10.1.3. It has not and shall not enter into any agreement, the terms and conditions of which would be inconsistent with any of the terms and conditions hereof.

10.1.4. the Party shall at all times comply with, and shall require its employees, contractors and agents at all times to comply with all applicable laws, rules and regulations in connection with all activities of that Party under this Agreement.

10.2. Specific Licence Representations and Warranties. Quanterix represents, warrants and covenants to bioMérieux that:

10.2.1. As of the Effective Date, the patents listed on Appendix I and licensed to bioMérieux pursuant to this Agreement are subsisting and all maintenance and other fees have been duly paid to the relevant patent offices.

10.2.2. Quanterix has all rights to grant licences to bioMérieux as set forth in this Agreement.

10.2.3. Except as to patents disclosed in Appendix XI, which are licensed to Quanterix under an Upstream License and sublicensed to bioMerieux hereunder, as of the Effective Date and to Quanterix's knowledge, the use of the Simoa Technology for an Instrument or the Consumables or the use of the Simoa Technology for an Assay does not infringe any Third Party Patents or misappropriate any Third Party Know-How.

10.3. Disclaimers. EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREIN NOT EXPRESSLLY MADE IN THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, INCLUDING WITH RESPECT TO ANY PRODUCTS, TECHNOLOGY OR OTHER INTELLECTUAL PROPERTY LICENSED OR GRANTED UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY (EXPRESS, IMPLIED OR STATUTORY) OF NON-INFRINGEMENT, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. FOR THE AVOIDANCE OF DOUBT, NOTHING CONTAINED IN THIS SECTION 10.3 SHALL OPERATE TO LIMIT OR INVALIDATE ANY EXPRESS WARRANTY CONTAINED HEREIN OR ANY IMPLIED WARRANTY OF GOOD FAITH AND/OR FAIR DEALING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NOTHING CONTAINED IN THIS AGREEMENT WILL BE CONSTRUED AS:

10.3.1. A WARRANTY OR REPRESENTATION BY EITHER PARTY AS TO THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PATENT;

10.3.2. A WARRANTY OR REPRESENTATION BY EITHER PARTY WITH RESPECT TO THEIR ENFORCEMENT OF ANY PATENT INCLUDING THE PROSECUTION, DEFENSE OR CONDUCT OF ANY ACTION OR SUIT CONCERNING INFRINGEMENT OF ANY SUCH PATENT;

10.3.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONFERRING ANY RIGHT TO USE IN ADVERTISING, PUBLICITY, OR OTHERWISE, ANY TRADEMARK, TRADE NAME OR NAMES, OR ANY CONTRACTION, ABBREVIATION OR SIMULATION THEREOF, OF EITHER PARTY;

10.3.4. AN OBLIGATION UPON EITHER PARTY TO MAKE ANY DETERMINATION AS TO THE APPLICABILITY OF ANY OF ITS PATENTS TO ANY PRODUCT OR SERVICE;

10.3.5. AN INDUCEMENT BY ONE PARTY TO THE OTHER TO USE ANY PATENTS OR TO MAKE, USE, OR SELL ALL OR PART OF PRODUCTS COVERED BY ANY PATENTS, OR AN INDUCEMENT OF THE OTHER PARTY'S CUSTOMERS TO PURCHASE OR OTHERWISE USE ALL OR PART OF PRODUCTS COVERED BY ANY PATENTS; OR

10.3.6. AN ADMISSION BY EITHER PARTY THAT ANY OF ITS PRODUCTS INFRINGE ANY PATENTS OF THE OTHER PARTY.

11. INDEMNIFICATION

11.1. Indemnification by bioMérieux. bioMérieux hereby agrees to defend, hold harmless and indemnify Quanterix and its Affiliates, agents, directors, officers and employees (the "**Quanterix Indemnitees**") from and against any and all liabilities, expenses and/or losses, including reasonable legal expenses and attorneys' fees (collectively "**Losses**") in each case resulting from Third Party suits, claims, actions, demands, proceedings and investigations (each, a "**Third Party Claim**") to the extent that such Third Party Claims arise out of or result from (a) a material breach of any of bioMérieux's obligations under this Agreement, including bioMérieux's representations and warranties or covenants set forth in Article 10, (b) the negligence or willful misconduct of any bioMérieux Indemnitee, (c) the use and commercialization of Instruments, Consumables and Assays by bioMérieux, including the use thereof or any results thereof by bioMérieux's customers and product liability claims,

or (d) bioMérieux's valuation or analysis with respect to this Agreement and the Parties' compliance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; except in each case to the extent of Quanterix's indemnification obligations under Section 11.2 or 11.3.

bioMérieux hereby agrees to defend, hold harmless and indemnify Tufts in accordance with the provisions of Section 11.1 of the Tufts License, to the extent any Covered Claims as defined in the Tufts License is not subject to Quanterix's indemnification obligations under Section 11.2 hereunder.

11.2. Indemnification by Quanterix. Quanterix hereby agrees to defend, hold harmless and indemnify bioMérieux and its Affiliates, agents, directors, officers and employees (the "**bioMérieux Indemnitees**") from and against any and all Losses resulting from Third Party Claims to the extent that such Third Party Claims arise out of or result from (a) a material breach of any obligations of Quanterix under this Agreement, including Quanterix's representations and warranties or covenants set forth in Article 10; (b) the negligence or willful misconduct of Quanterix Indemnitees; (c) the non-compliance by Quanterix with the terms of the Tufts license or (d) any application or enforcement of Section 3.6 of the Tufts License against bioMérieux or with respect to rights granted hereunder.

11.3. Intellectual Property Indemnity.

11.3.1. Subject to the terms of this Agreement (including Section 12.4), a Party **("Indemnifying Party"**) will defend, indemnify and hold harmless or settle any and all Losses resulting from any Third Party Claim made by, or proceedings brought by, any Third Party against the other Party (the "**Indemnified Party**") to the extent that the Third Party Claim alleges that (i) the Current HD-1 FS Instrument, the use of the Simoa Technology in another Instrument, Consumables or Assays, in each case developed or sold by Quanterix or any Third Party other than bioMerieux, where Quanterix is the Indemnifying party, or (ii) an

Instrument sold by bioMérieux (other than the Current HD1-FS Instrument and except to the extent of the use of the Simoa Technology in the relevant Instrument) or Assays (except to the extent of the use of the Simoa Technology in the relevant Assay) developed or sold by bioMerieux under this Agreement, where bioMerieux is the Indemnifying Party, infringes or misappropriates the Third Party's intellectual property rights, and the Indemnifying Party will pay any Losses attributable to such claim that are awarded against the Indemnified Party in a final judgment resulting from any such claim or settlement entered into with respect thereto.

11.3.2. Any resulting royalty payments and lump sum fees resulting from a Third Party Claim shall be borne by the Indemnifying Party but subject to the terms of this Agreement, including Section 12.4.

11.4. Procedure. The indemnified Party shall provide the indemnifying Party with prompt notice of the claim giving rise to the indemnification obligation pursuant to this Article 11 and the exclusive ability to defend (with the reasonable cooperation of the indemnified Party) or settle any such claim; provided, however, that the indemnifying Party shall not enter into any settlement for damages other than monetary damages without the indemnified Party's written consent, such consent not to be unreasonably withheld. The indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the indemnifying Party. If the Parties cannot agree as to the application of Sections 11.1 and 11.2 to any particular Third Party Claim, the Parties may conduct separate defenses of such Third Party Claim. Each Party reserves the right to claim indemnity from the other in accordance with Sections 11.1 and 11.2 above upon resolution of the underlying claim, notwithstanding the provisions of this Section 11.4 requiring the indemnified Party to tender to the indemnifying Party the exclusive ability to defend such claim or suit.

11.5. Insurance. Each Party shall have and maintain general and product liability coverage with an insurance company of worldwide reputation and good rating, in the amount it customarily maintains for the activities contemplated by this Agreement, such amount not to be less than [***] per year in the aggregate and [***] per claim and shall, upon request, provide the other Party with a certificate of insurance evidencing such insurance coverage. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Section 11 or otherwise.

12. LIMITATION OF LIABILITY

12.1. EXCEPT AS OTHERWISE AGREED IN THIS AGREEMENT, IN NO EVENT SHALL QUANTERIX OR BIOMÉRIEUX BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE (INCLUDING ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OF SIMILAR IMPORT) OR ON ANY OTHER BASIS, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES OF THE OTHER, OR FOR MULTIPLE OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT THE OTHER IS ADVISED OF THE POSSIBILITY OF DAMAGES, INCLUDING ANY SUCH DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, FAILURE OR INTERRUPTION IN THE DEVELOPMENT OF ALL OR PART OF PRODUCTS HEREUNDER, OR LOSS OF COMMERCIAL OPPORTUNITY OR GOODWILL.

12.2. THE PARTIES AGREE THAT THE DAMAGES INDEMNIFIED UNDER SECTION 11.1, 11.2 or 11.3, OR DAMAGES AVAILABLE FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS IN ARTICLE 9, SHALL BE DEEMED NOT TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR MULTIPLE OR PUNITIVE DAMAGES, AND SHALL NOT FALL WITHIN THE DISCLAIMER PROVIDED IN SECTION 12.1.

12.3. IN NO EVENT WILL QUANTERIX'S OR BIOMÉRIEUX'S AGGREGATE LIABILITY TO THE OTHER FOR ALL DAMAGES UNDER THIS AGREEMENT EXCEED [***], IT BEING UNDERSTOOD THAT SUCH A LIABILITY CAP SHALL NOT APPLY TO (i) INDEMNIFICATION CLAIMS UNDER SECTION 11.3 EXCEPT SUBJECT TO SECTION 12.4 IN THE CASE OF QUANTERIX, NOR TO (ii) DAMAGES SUFFERED BY A PARTY FOR WILLFUL MISCONDUCT OR INTENTIONAL FAULT OR GROSS NEGLIGENCE OF THE OTHER PARTY, NOR TO (iii) DAMAGES AVAILABLE FOR A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS IN ARTICLE 9, NOR TO (iv) INDEMNIFICATION CLAIMS UNDER SECTION 11.1(d), 11.2(c) or 11.2(d), NOR (v) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.4. Quanterix's obligations to (i) defend, hold harmless and indemnify bioMérieux Indemnitees under Section 11.3; (ii) settle or pay any and all Losses under Section 11.3; (iii) satisfy any claims for damages asserted by bioMérieux pursuant to Section 11.3; or (iv) pay amounts in respect of any license to intellectual property rights of Third Parties entered into by Quanterix in connection with the settlement of an infringement or misappropriate litigation brought against bioMérieux (collectively, the "Quanterix IP Indemnity Obligations") shall, in the aggregate, not exceed the amount of [***] (the "**IP Cap**"). If Quanterix elects to no longer bear the costs relating to the Quanterix IP Indemnity Obligations in excess of the IP Cap (an "IP Cap Election"), then bioMérieux shall have the right to recoup from Quanterix all Losses that would otherwise have been covered by the Quanterix IP Indemnity Obligations by reducing the royalties due to Quanterix under Sections 5.2.2 and 5.2.3 by up to [***] of the amount that would otherwise be due by application of the provisions of Sections 5.2.2 and 5.2.3, until such time as all such Losses are recouped; provided that, if such Losses are not fully recouped within two (2) years from the date such deductions commenced, then bioMérieux shall have the right to recoup from Quanterix all remaining Losses relating thereto by reducing the royalties due to Quanterix under Sections 5.2.2 and 5.2.3, or any other amounts owed by bioMérieux to Quanterix under this Agreement by up to [***] of such amounts that would otherwise be due. If Quanterix makes an IP Cap Election, then bioMérieux as its sole and exclusive remedy may elect to assume responsibility (including the costs of the Parties) for maintaining the applicable action or litigation, including any settlement, licensing or damages relating thereto and any associated costs shall be considered Losses that may be recouped in accordance with this Section 12.4. The IP Cap shall not apply to any Quanterix IP Indemnity Obligation that relates to any item disclosed in Appendix XI and, for the avoidance of doubt, such items shall be excluded from any other liability limitation contained in this Agreement.

13. RIGHTS OF AFFILIATES

13.1. **Rights and Obligations**. Any and all rights of the Parties under this Agreement may be extended by the respective Party to and for the benefit of such of its Affiliates as, and to the extent, such Party may from time to time designate, but only for so long as such Affiliates remain Affiliates and provided that each Party remains fully responsible for the performance of all of the

obligations set forth in this Agreement. Each Party shall have the right to satisfy any or all of its obligations under this Agreement through one or more of its Affiliates.

13.2. **Covenant for Affiliates**. Each Party covenants and agrees that it will be responsible for compliance with the terms and conditions of this Agreement and any liability arising therefrom, by any Affiliate designated under Section 13.1. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

14. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

14.1. **Term**. This Agreement will commence on the Effective Date and, unless terminated earlier as provided in Section 14.2, will remain in full force and effect for so long as bioMérieux has the right to sell, and actually sells, Assays or Instruments (the "**Term**").

14.2. **Termination.**

14.2.1. **Breach**. In the event either Party materially breaches this Agreement, the other Party may, in addition to all other rights and remedies it may have, terminate this Agreement by written notice. Such termination shall become effective on the date set forth in the notice of termination, but in no event shall it be earlier than sixty (60) days from the date of mailing thereof and shall have no effect if the breach has been cured within the said period of notice.

14.2.2. bioMérieux may terminate this Agreement at any time upon not less than six (6) months' prior written notice to Quanterix.

14.3. **Consequences of termination of this Agreement.**

14.3.1. All rights and licenses granted under or pursuant to this Agreement by Quanterix are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, and foreign equivalents thereof (the "**Bankruptcy Code**"), licenses of right to "intellectual property" as defined under Section 61 of the U.S. Bankruptcy Code. The Parties agree that bioMérieux, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Quanterix under the Bankruptcy Code, bioMérieux shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the bioMérieux's possession, shall be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon bioMérieux's written request therefor, unless Quanterix elects to continue to perform all of its obligations under this Agreement, or (b) if not delivered under Section 14.3.1(a), following the rejection of this Agreement by or on behalf of Quanterix upon written request therefor by bioMérieux.

14.3.2. Upon any termination of this Agreement, except as otherwise set forth in Sections 14.3.3 to 14.3.6, all terms of this Agreement, including licenses and rights granted by either Party under this Agreement, shall terminate.

14.3.3. Upon expiration or termination of this Agreement for any reason, each Party, at the request of the other, shall (i) return all data, files, records and other materials in its possession or control relating to the other Party's Confidential Information (except one copy thereof which may be retained for archival purposes), or (ii) certify in writing to the other Party that all such material has been destroyed; except to the extent such data, files, records or other materials are required for continuing commercialization of Instruments, Consumables and/or Assays permitted under this Agreement.

14.3.4. Upon any termination of this Agreement, other than a termination by Quanterix under Section 14.2.1, which occurs after bioMérieux has started to market Systems, the following provisions shall apply:

14.3.4.1. any Instruments, including raw materials and sub-assemblies, in inventory or ordered or in the process of manufacture may be sold by bioMérieux provided that bioMérieux pays royalties to Quanterix on the relevant Purchases in compliance with the terms of this Agreement.

14.3.4.2. In addition, bioMérieux may, for the purpose of complying with any supply agreement or tender entered into before the termination, manufacture and sell such Instruments as are ordered under such supply agreement or tender provided that bioMérieux pays royalties to Quanterix on the relevant Purchases in compliance with the terms of this Agreement. Upon termination, bioMérieux shall provide to Quanterix a list of all supply agreements and tenders remaining in effect post termination, including information about their remaining duration and expected sales.

14.3.4.3. With respect to the installed base of Instruments (including those sold or placed pursuant to Subsections 14.3.4.1 and 14.3.4.2 above), the licenses granted to bioMérieux pursuant to Section 3.1 shall survive solely to allow bioMérieux, its Affiliates and distributors to provide technical support, corrective and preventive maintenance, software updates, spare parts replacement and refurbishment throughout the Territory.

14.3.4.4. bioMérieux shall provide Quanterix with the list of Assays available on the market as of the termination date as well as those which are not yet on the market but have reached Phase 2 of the bioMérieux assay development process (collectively the "**Termination Menu**"). With respect to the installed base of Instruments (including those sold or placed pursuant to Subsections 14.3.4.1 and 14.3.4.2 above), the licenses granted to bioMérieux pursuant to Section 3.1 shall survive solely to allow bioMérieux, its Affiliates and distributors to complete development (as applicable), make, have made, use, sell, have sold, offer for sale and have offered for sale, import and export Assays and the corresponding Consumables for use on such Instruments provided that bioMérieux pays royalties to Quanterix on the relevant Net Sales in compliance with the terms of this Agreement.

14.3.4.5. As an alternative to the payment of ongoing royalties pursuant to the above provisions, the Parties may agree on a one-time lump sum payment on termination.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

14.3.5. Notwithstanding the foregoing, and provided that bioMerieux has complied and continues to comply with all payment obligations hereunder, on the termination of this Agreement by Quanterix under Section 14.2.1, bioMerieux may, for a period of six months from the termination continue to supply Instruments and Assays to its customers pursuant to contracts in effect as of the date of termination of this Agreement.

14.3.6. Upon any termination of this Agreement under any Section hereof, each Party shall pay the other Party all amounts that shall have accrued up to the effective date of termination.

14.3.7. Upon expiration or any termination of this Agreement, the following provisions shall survive: 1, 3.2, 3.3, 3.4, 5, 6.1, 9, 10.3, 11, 12, 14.3, 15, 16.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. **Governing Law**. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles, for all matters other than scope and validity of any Patents, as to which the laws of the particular country where such Patents are in dispute shall apply.

15.2. **Amicable resolution of disputes**. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the dispute cannot be resolved in the normal course of business, the Party that raised the dispute shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to senior executives of the Parties, who shall likewise attempt to resolve the dispute in good faith. If such senior executives of the Parties fail to resolve the dispute within thirty (30) days of the above-mentioned notice, they shall refer the relevant dispute to the Escalation Board, as described below.

15.3. **Escalation Board.** The "**Escalation Board**" shall be comprised of bioMérieux's CEO and Quanterix's CEO. The Escalation Board will confer at least once with respect to a particular dispute and will attempt to resolve in good faith such dispute which the Parties, including their senior executives, are unable to resolve. If the dispute has not been resolved within thirty (30) days of referral of such matter to the Escalation Board (which period may be extended by mutual agreement), such unresolved dispute will be settled as set forth in Section 15.5 below.

15.4. **Confidentiality of communications**. All communications during the negotiations pursuant to Section15.2 or 15.3 above are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality and professional secrecy protections provided by applicable law.

15.5. **Arbitration**. If the dispute has not been resolved by non-binding means as provided in Section15.2 or 15.3 above, the dispute shall be finally and exclusively resolved by arbitration by a panel of three (3) independent arbitrators having experience in the diagnostics business and appointed and acting in accordance with the then current International Arbitration Rules of JAMS. Within thirty (30) days after initiation of arbitration hereunder, each Party shall select one (1) person to act as arbitrator; and the two (2) Party-selected arbitrators shall select a third arbitrator within thirty (30) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by JAMS. The Parties shall not be obligated to select arbitrators from the JAMS panel of arbitrators. The language of the arbitration shall be English. The place of arbitration shall be in Boston,

Massachusetts, USA. The arbitration award shall be final, binding and enforceable by any court having jurisdiction for that purpose. Each Party shall bear its own costs and expenses and attorneys' fees and such portion of the arbitrators' fees and any administrative fees of arbitration as shall be determined by the arbitrators. Notwithstanding anything to the contrary herein, the arbitration provisions of this Article 15 shall not apply to any dispute, controversy or claim that concerns (a) the validity or infringement of a patent, trademark or copyright; or (b) any antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

15.6. **Exclusion of punitive damages**. The arbitrators may not award punitive damages. The Parties hereby waive the right to punitive damages.

15.7. **Provisional relief**. Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. The provisions in this Article 15 shall, however, not be construed to limit or to preclude either party from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as necessary or appropriate.

16. **GENERAL PROVISIONS**

16.1. **Assignment**. This Agreement or any rights or obligations hereunder may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party; provided, however, that either Quanterix or bioMérieux may, without such consent, assign its rights and obligations under this Agreement to (i) any Affiliate, but only for so long as the relevant entity remains an Affiliate or to (ii) the acquirer or successor of all or substantially all of the assets or stock of that Party to which this Agreement pertains (such Third Party, an "**Acquiror**"), whether in a merger, sale of stock, sale of assets or other transaction. Any purported assignment in violation of the preceding sentence shall be void. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Notwithstanding the foregoing, except as permitted under Section 3.3(c)(iii) of the Tufts License bioMérieux may not assign this Agreement without the prior approval of Tufts.

16.2. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. The Parties acknowledge the continuing existence of a Stock Purchase Agreement to which they are each a party.

16.3. **Force Majeure**. A Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by Force Majeure event, provided, however, that such Party shall have given the other Party prompt notice in writing of the occurrence of any such Force Majeure event, and of its discontinuance, and takes reasonable efforts to remove the Force Majeure condition and diligently seeks to perform at the earliest reasonable opportunity. If requested by either Party, the Parties will discuss which, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution, should performance be materially delayed or prevented by events of Force Majeure as set forth in this Section 16.3, but neither Party shall have an obligation to amend this Agreement. In the event the suspension of performance continues for one-hundred and eighty (180) days after the date of the occurrence, and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure, the other Party may terminate this Agreement with immediate effect by written notice to the Party suffering the Force Majeure event.

16.4. **Notices**. Any notices given under this Agreement shall be in writing, addressed to the Parties at the following addresses, and delivered by person, by facsimile (with receipt confirmation), or by Federal Express or other reputable international courier service. Any such notice shall be deemed to have been given: (a) as of the day of personal delivery; (b) one (1) day after the date sent by facsimile service; or (c) on the day of successful delivery to the other Party confirmed by the courier service. Unless otherwise specified in writing, the mailing addresses of the Parties shall be as described below:

For Quanterix: Quanterix Corporation
113 Hartwell Avenue
Lexington, MA 02421, USA
Attention: Kevin Hrusovsky, President and CEO
Facsimile: +1 781 862-3804

With a copy to: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, OC

One Financial Center
Boston, MA 02111
Attn: John A. Dellapa
Facsimile: +1 617-542-2241

For bioMérieux: bioMérieux SA
Legal Department
Chemin de L'orme
69280 Marcy l'Etoile, France
Attention: Corporate General Counsel
Facsimile: +33 478 87 53 70

16.5. **Counterparts; Headings**. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The headings in this Agreement are for convenience and shall not affect the interpretation hereof. A reference in this Agreement to a section, article, appendix, schedule or exhibit shall be to section, article, appendix, schedule or exhibit of this Agreement, unless otherwise indicated.

16.6. **Amendments and Waivers**. Any term of this Agreement may be amended only by a writing executed by the authorised representatives of each of Quanterix and bioMérieux. No waiver of any term or condition of this Agreement shall be valid or binding on any Party unless the same shall have been mutually assented to in writing by each Party. The failure of a Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by one or the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter.

16.7. **Severability**. If any provision in this Agreement shall be found or be held to be invalid or unenforceable then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

16.8. **Construction**.

16.8.1. **No Construction Against Drafter**. The Parties acknowledge that they have been represented by counsel in the negotiation and execution of this Agreement, and therefore waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement will be construed against the Party drafting such agreement.

16.8.2. **Certain Words and Terms**. Unless the context clearly requires otherwise,

(i) the plural and singular will each be deemed to include the other;

(ii) "will," "shall," "will agree," "shall agree," or "agrees" are mandatory, and "may" is permissive;

(iii) "or" is not exclusive and is represented by "and/or";

(iv) "includes", "including", "such as" and "in particular" are not limiting; and

(v) "for example" is not limiting.

16.9. **Relationship of the Parties**. Nothing contained in this Agreement will be construed to make the Parties partners, joint venturers, principals, agents or employees of the other. Neither Party will have the right, power, or authority, express or implied, to bind the other Party.

16.10. **Precedence of documents.** To the extent of any inconsistency between the documents comprised in this Agreement, the following order of precedence (highest to lowest) will apply:

16.10.1. Articles 1 to 16 of this Agreement;

16.10.2. its Appendices;

16.11. List of Appendices

Appendix I : Quanterix Intellectual Property Rights
Appendix II : Simoa Trademark Rights
Appendix III : Upstream Licenses
Appendix IV : description of Current HD-1 FS Instrument
Appendix V : IVD Partner - Excluded entities
Appendix VI : IVD Partner - Excluded assays
Appendix VII : List of Quanterix's current suppliers for Instruments and Consumables
Appendix VIII : List of questions regarding L1DR
Appendix IX : Arbitration
Appendix X : Press release
Appendix XI : Disclosure schedule

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by their duly authorised officers as of the Effective Date.

For and on behalf of bioMérieux SA	**For and on behalf of QUANTERIX Corporation**
/s/Alexandre Merieux	/s/ Kevin Hrusovsky
Name: Alexandre Mérieux	Name: Kevin Hrusovsky
Title: Directeur Général	Title: Chief Executive Officer

APPENDIX I
LIST OF QUANTERIX INTELLECTUAL PROPERTY RIGHTS (PATENTS)

(see next pages)

Quanterix Patent Portfolio Summary as of December 20, 2016

Status	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]
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Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

[***]	[***]	[***]	[***]	[***]	[***]	[***]
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Status	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
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Portions of this Exhibit, indicated by the mark “[***],” were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant’s application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

APPENDIX II
Simoa Trademark Rights

see list on the following pages

Portions of this Exhibit, indicated by the mark “[***],” were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant’s application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

APPENDIX III
Upstream Licenses

Exclusive License Agreement between Tufts University and Quanterix, effective June 18, 2007.

Portions of this Exhibit, indicated by the mark “[***],” were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant’s application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix IV

Description of Current HD-1 FS Instrument

Current HD1-FS is composed of instrument software, hardware and firmware versions.

Modifications allowed for the instrument to remain a Current HD1-FS :

- Any design change, with an impact on form fit and function, allowing to improve the system analytical performances (carry-over, repeatability, reproducibility, multiplex, throughput, etc.) will be considered as an upgrade and therefore shall not be allowed to be implemented in Current HD-1 FS Instrument except as described in the chart below (full features to be disclosed to bioMérieux).

- Potential software updates to correct [***], or to improve the usability, ergonomics are accepted.

- Design change to address potential obsolescence issue is accepted, as long as form fit and function remain the same.

Work Package	Scope	Impact
[***]	[***]	[***]

[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

Appendix V

IVD Partner - Excluded entities

- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]
- [***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix VI
IVD Partner - Excluded assays

- [***]
- [***]
- [***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix VII
List of Quanterix's current suppliers for Instruments and Consumables

Product	Supplier
Disc	**Stratec Consumables**
Tips	**Axygen**
Cuvettes	**Stratec Consumables**
Instrument	**Stratec Biomedical Systems**

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix VIII

L1DR Knowledge Transfer

The L1DR knowledge transfer consists of the transfer from Quanterix to bioMérieux on the Effective Date of the Level 1 Data Reduction image analysis (L1DR) source code and related documentation, with some design history explanation, appropriate training and support to install the code environment.

Requirement	Description
[***]	[***]
[***]	[***]
[***]	[***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix IX

Arbitration Procedures

1. The Parties will select a mutually agreeable arbitrator who has significant relevant experience in the diagnostics industry and the licensing of intellectual property relating to diagnostic products, and no affiliation or pre-existing relationship with either party. If the Parties cannot agree on an arbitrator within 30 days, either party may request the American Arbitration Association ("AAA") in Boston to appoint an arbitrator with such experience on behalf of the Parties in accordance with the commercial arbitration rules of AAA. The date on which such arbitrator is selected will be the "**Arbitration Commencement Date**."

2. Within 15 business days after the Arbitration Commencement Date, each party will prepare and deliver to both the arbitrator and the other party its proposed license agreement and a memorandum (the "**Support Memorandum**") in support thereof. The arbitrator will also be provided with a copy of this Agreement. Within 10 business days after receipt of the other party's Support Memorandum, each party may submit to the arbitrator (with a copy to the other party) a rebuttal to the other party's Support Memorandum (a "Rebuttal"), which may include a revision, marked to show changes, of either party's proposed license agreement. Neither party may have communications (either written or oral) with the arbitrator other than for the sole purpose of engaging the arbitrator or as expressly permitted in this **Appendix VII**.

3. Within 30 days after the Arbitration Commencement Date, the arbitrator will select from the two agreements provided by the Parties the agreement that he or she believes most accurately reflects the intention of the Parties to this Agreement and the industry customs regarding the license of technology relating to the manufacture of diagnostic products (the "**Selected Agreement**"). The Selected Agreement will become a binding and enforceable agreement between the Parties.

4. The arbitrator will have reasonable discretion to request additional information, hold a hearing, and extend the time frame for reaching his or her decision regarding the dispute at issue. To the extent any further arbitration rules or procedures are necessary for resolution of the dispute at issue, the arbitration rules of AAA will apply. Notwithstanding the foregoing, the Parties are not required to select an arbitrator from AAA's panel of arbitrators. The arbitrator's fees and expenses will be paid by the party whose form of license agreement is not selected by the arbitrator. Each party will bear and pay its own expenses incurred in connection with any contract resolution under this **Appendix VII**.

APPENDIX X

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APPENDIX XI
Disclosure Schedule

[***]

SUPPLY AND MANUFACTURING AGREEMENT

This **SUPPLY AND MANUFACTURING AGREEMENT** (this "Agreement") is made by and between STRATEC Biomedical AG (formerly STRATEC Biomedical Systems AG), a stock corporation formed under the laws of the Federal Republic of Germany, having its principal place of business at Gewerbestrasse 37, D-75217 Birkenfeld-Graefenhausen, Germany ("STRATEC") and Quanterix Corporation, One Kendall Square, Suite B14201, Cambridge, MA 02139 (hereinafter referred to as "QTX", and both STRATEC and QTX are referred to as the Parties). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Development Agreement (as defined below).

WHEREAS, STRATEC is engaged in and has expertise and experience in developing and manufacturing analytical and diagnostic systems and components in the biomedical field;

WHEREAS, QTX is engaged in the business of designing, developing, and marketing biomedical diagnostic products;

WHEREAS, STRATEC and QTX have signed a Development Services and Equity Participation Agreement, dated August 15, 2011, for the design and development of the Instrument for QTX (hereafter "the Development Agreement");

WHEREAS, QTX has requested that STRATEC manufacture and supply the Instrument following the successful completion of the activities to be undertaken in the scope of the Development Agreement on the terms and the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Affiliate. As used herein, "Affiliate" shall mean an incorporated or unincorporated entity, wherever organized, which controls, is controlled by or is under common control with STRATEC or QTX. Control means the direct or indirect legal, equitable or factual power to select a majority of the members of, or otherwise to direct the decisions made by, the directors or other governing authorities of an organization (determined without regard to events of default of fiduciary obligations which might limit or restrict exercise of such power).

1.2 Business Hours. As used herein, "Business Hours" shall mean the time between 9.00 a.m. and 5.00 p.m. GMT+1 on any Monday through Friday day defined as such in the state of Baden-Wuerttemberg of the Federal Republic of Germany.

1.3 Customer. As used herein, "Customer" means any person, corporation, company, association, partnership, governmental or other legal entity that is the final purchaser of a Instrument, and whose use of a Instrument results in the Instrument's consumption, destruction or loss of activity. Customer shall not include any authorized distributor, sub-distributor or any

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other person, corporation, company, association, partnership, governmental or other legal entity under a like arrangement.

1.4 FDA. As used herein, "FDA" means the United States Food and Drug Administration, or any successor agency.

1.5 Effective Date. The Effective Date of this Agreement means the date that Milestone 1 of the Development Agreement has been met.

1.6 GMP. As used herein, "GMP" means current good manufacturing practices, including without limitation the FDA's Quality System Regulations pursuant to Title 21 of the United States Code of Federal Regulations, Part 820, as applicable to the manufacture of a Class 2 medical instrument to gain 510(k) approval by the FDA.

1.7 Instrument Software. As used herein, "Instrument Software" means the programs to interact with the computer hardware to control and operate the Instrument, consisting of but not limited to (i) instrument control software (ii) service software, and (iii) data management software.

1.8 Instrument. As used herein, "Instrument" shall mean a platform instrument comprising of a Single Molecule Array (SiMoA™) LSR and subsequently the Aurora IVD instrument analyzer as described in **Exhibit 1** in the Development Agreement

1.9 Instrument Specifications. As used herein, "Instrument Specifications" means the specifications for each of the Instrument, including such exterior colors, trade names, trademarks and other markings as the Parties have agreed upon, and performance specifications to be used for testing the Instruments delivered hereunder, according to STRATEC's general testing procedures, all as set forth in the Product Design Requirements ("PDR") attached to the Development Agreement as **Exhibit 1** thereto and the Product Specification Document ("PSD") (and as they may be subsequently revised in accordance with the Development Agreement).

1.10 Project Parameters. As used herein, "Project Parameters" shall mean: (a) the Product Design Requirements ("PDR"); (b) the PSD which includes the Instrument Specifications; (c) the Reliability Program Plan; (d) the Project Planning Documents, including the Project Schedule, containing a list of Milestones and the dates of completion for those Milestones; (e) the Project Proposal; (f) Acceptance Criteria; and (g) Shipping Criteria. The preliminary Project Parameters (other than with respect to the PSD), as they exist as of the Effective Date of the Development Agreement, are attached to the Development Agreement as Exhibit 1 thereto.

1.11 Production Instrument. As used herein, "Production Instrument" means an Instrument manufactured by STRATEC using series-level manufacturing techniques pursuant to the Development Agreement.

1.12 Territory. As used herein, "Territory" means worldwide.

1.13 Term. As used herein, "Term" or "Term of this Agreement" means the period of effectiveness of this Agreement, which shall commence on the Effective Date and shall be

terminable after twelve (12) months written notice by either Party however not before the Minimum Aggregate Purchase Commitment of [***] LSR Instruments over a period of seven (7) years, (as defined in Section 5.3), has been purchased and fully paid for by QTX unless extended or terminated earlier as set forth in Article 11.

ARTICLE 2
EXCLUSIVE PRODUCTION AND SUPPLY

2.1 Exclusive Production and Supply Relationship. STRATEC shall manufacture and supply Instruments to QTX. STRATEC shall not sell Instruments to any party other than QTX. QTX shall place binding orders, purchase and pay for such Instrument to and with STRATEC as set forth in this Agreement. Subject to STRATEC's ability to meet QTX's demand for Instruments as set forth in forecasts and purchase orders issued by QTX, QTX shall exclusively purchase Instruments solely from STRATEC and QTX shall not manufacture itself or have manufactured or purchase Instruments from any party other than STRATEC.

ARTICLE 3
REGULATORY MATTERS AND INSTRUMENT CERTIFICATIONS

3.1 Regulatory Approval. QTX shall, in close and reasonable cooperation with STRATEC, at its option and own expense, seek regulatory approvals or effect registrations necessary in order to sell the Instruments in the [***] or as agreed upon on a case by case basis in the Territory, and may maintain such approvals and registrations, as necessary, throughout the Term. QTX shall bear all costs in connection with obtaining and maintaining any such approvals or registrations. STRATEC shall provide reasonable support to obtain such approvals or affect such registrations solely by supplying to QTX all information legally required of QTX for the preparation of submissions (including Form 510k) to the FDA and/or other applicable registry agencies in the [***] or as agreed upon a case by case basis, including without limitation European regulatory agencies, and by providing informal consultations through technical representatives upon QTX's reasonable request. [***].

3.2 Regulatory Compliance. STRATEC shall manufacture Production Instruments in compliance with the applicable requirements of the various regulatory agencies and standards of the [***]. Should Instrument modifications be required in order to maintain such compliance and obtain and maintain any required certifications by independent third party certification authorities in the [***], QTX shall be liable for any such additional expenses, except to the extent such expenses are due to STRATEC's negligence.

3.3 Notification of Defects or Need for Corrective Action. Should either Party become aware of any facts that any Instrument corrective action is required in order to bring a Instrument into compliance with the regulatory and certification requirements referred to in Section 3.2 hereof or the relevant applicable laws or regulations, each Party shall promptly notify the other in reasonable detail. QTX shall first consult with STRATEC to determine the most appropriate Instrument corrective action and the corresponding costs under the particular circumstances. Unless STRATEC has breached its obligations, QTX shall be pay for all expenses related to providing to QTX with all parts, Instrument Software and components required to be replaced as part of a Instrument or field corrective action or recall. QTX shall, at its own expense, be

responsible for arranging all labor, transport, travel and any other expenses necessary to replace such parts, Instrument Software and components. Each Party shall notify the other Party promptly in writing if it becomes aware of any defect or condition which may render any Instrument in violation of such regulatory and certification requirements or any applicable law or regulation.

3.4 Complaints. Each Party will promptly provide to the other copies of all significant consumer complaints received by such Party that are relevant to the performance, reliability or safety of the Instruments. STRATEC and QTX will cooperate in investigating such complaints in accordance with FDA regulations, applicable international standards, and the STRATEC Complaint Handling procedure set forth in **Exhibit 2**. The Parties will negotiate reasonably and in good faith to adopt mutually-agreed procedures for handling complaints and instrument performance issues. QTX shall be obligated to use STRATEC's web-based complaint handling tool for notification of any other matter affecting the Instruments that may reasonably (i) be construed as a safety or performance problem; (ii) cause any FDA or similar governmental action; or (iii) adversely affect QTX's marketing of the Instruments.

3.5 Instrument Recall. QTX shall be responsible for filing all notifications and alerts with the FDA, European regulatory agencies and any other governmental regulatory agency within the Territory. Both Parties shall cooperate in the handling and disposition of such recall, market withdrawal or correction. In the event of a recall, or any Instruments corrective action that would meet the criteria contained in the FDA Medical Device Recall Authority Provisions as set forth in 21 Code of Federal Regulations Part 810 or those of an European regulatory agency, QTX shall promptly, in no event later than two (2) business days after receipt of such information or notice, notify STRATEC thereof in reasonable detail including the provision of copies of any notices or demands for recall, to enable STRATEC to consider any corrective actions.

3.6 Retention of Technical Documentation. Both Parties shall, at no additional charge, prepare and retain for a period of five (5) years after the last Instrument has been manufactured and delivered to QTX under this Agreement complete and accurate technical documentation, product declarations and certifications and other reports and records relating to each of the Instruments, and such other documentation and records as required by the FDA within the Territory.

ARTICLE 4
MANUFACTURING, LABELING, AND INSTRUMENT LITERATURE

4.1 Change Control. STRATEC will not modify any of the Instruments to be delivered to QTX hereunder, or the corresponding Instrument Specifications, manufacturing processes, quality control procedures relating directly to the manufacturing of the Instrument, labeling, artwork or color standards relating to such Instruments, except in accordance with the mutually agreed Change Control procedure. STRATEC will use its established change management procedure (**Exhibit 3**) in order to process such modifications in its system. Unless requested otherwise by any of the Parties hereto requests for approval of modifications shall be submitted to QTX at least thirty (30) days prior to the proposed implementation date. Any price adjustment

resulting from a Instrument modification or substitution for non-available components shall be negotiated in good faith by the Parties within thirty (30) days following the notice by STRATEC and such price adjustment shall not be unreasonably rejected by QTX.

4.2 Alteration of Instrument, Assay Protocol and/or Chemistry. Any alteration or modification by QTX of any Instrument, or any configuration of an assay protocol and/or the related chemistry that is outside of the scope of the Instrument Specifications, including equipment and/or software, performed without the prior written consent of STRATEC (including as a part of the Change Control procedure), which shall not be unreasonably withheld, shall relieve STRATEC of its warranty and reliability obligations to the extent such alteration or modification, in STRATEC's reasonable opinion, negatively affects Instrument performance or reliability.

4.3 Modifications. During the Term, each Party may, in accordance with the mutually agreed Change Control procedure, as implemented and amended from time to time by STRATEC, request modifications in the Instruments or the Instrument Specifications, labeling, packaging, artwork or color standards relating to the Instruments. STRATEC shall use its reasonable efforts to implement such modifications, provided they (i) comply with applicable laws, regulations and standards as set forth herein; (ii) likely will not cause adverse changes regarding costs, pricing or timing; and (iii) are technically feasible in STRATEC's reasonable discretion. All costs associated to such modifications requested by the QTX shall be at the expense of QTX.

4.4 Instrument Labeling. All Instruments shall be marked by STRATEC with labels in compliance with mutually identified applicable laws and regulations and as specified by QTX. QTX shall supply such instrument labeling artwork or graphics, at QTX's expense, to STRATEC from time to time as necessary to enable STRATEC to have instrument labeling prepared to QTX's specifications for application to or use with the Instruments. Instruments, may be marketed by QTX under its own trade names and trademarks; provided however that in the event STRATEC affixes or includes any trademarks, patent notices, or name or logos on the Instruments, including its documentation or within the Instrument Software, QTX shall not alter or remove such notices without STRATEC's prior written consent. Notwithstanding the foregoing, any STRATEC branding or copyright notice including on the Instruments or within documentation or Instrument Software must be, regarding design and location, coordinated and agreed to by the Parties in writing in advance; provided however that STRATEC shall have the right to identify and claim its intellectual property rights through customary markings included on or within the Instrument (including software) and/or documentation in a customary format that will be agreed to by the Parties.

4.5 Manufacturing Inspection. QTX shall have the right, upon reasonable prior notice, in no event shorter than fifteen (15) business days, to inspect all phases of the Instrument manufacturing activities, during normal Business Hours, in order to verify STRATEC's compliance with production specifications and regulatory standards.

ARTICLE 5
FORECASTS, ORDERS AND DELIVERIES

5.1 Rolling Forecast. No later than one hundred eighty (180) days prior to the intended supply of the first Production Instrument, QTX shall provide STRATEC with QTX's initial forecast for the twelve (12) month period commencing with the intended supply of the first Production Instrument. During the first two (2) working days of each calendar quarter following the submission of the initial forecast, such quarter to begin on the first day of January, April, July and October, QTX shall provide STRATEC with a regular rolling forecast for the twelve (12) month period following the quarter in which the regular rolling forecast is submitted. Each forecast shall include the anticipated number of Production Instruments and the desired delivery dates. QTX warrants that such forecasts shall have been prepared in good faith in order to facilitate STRATEC's timely manufacture according to the terms of this Agreement.

The number of Production Instruments included in the first quarter of each regular rolling forecast shall be deemed to have been ordered by QTX on a binding basis (Firm Purchase Order). The number of Production Instruments included in the second quarter of each regular rolling forecast shall be deemed to be a commitment to order at —20%/+20% of those Production Instruments (by including them in the first quarter of the next rolling forecast). The number of Production Instruments included in the third and fourth quarter of each regular rolling forecast shall be non-binding on either Party and will be provided for planning purposes only.

5.2 Purchase Orders. Contemporaneous with each forecast, QTX shall provide STRATEC with a purchase order reflecting its binding commitment, consistent with its Forecasts under Section 5.1, for delivery of Instruments in the first quarter of such forecast. Such orders shall indicate the quantity of

Instruments to be delivered and the requested delivery date. STRATEC shall confirm, in a writing delivered by facsimile transmission or electronic mail to QTX, receipt of each purchase order within five (5) business days of receipt. Within two (2) weeks of STRATEC's receipt of each of QTX's purchase orders, STRATEC shall inform QTX whether STRATEC can meet the proposed delivery schedule set forth in the purchase order. In the event STRATEC is, in STRATEC's discretion, unable to meet such proposed delivery schedule, then STRATEC will make a reasonable counterproposal to QTX setting forth a revised delivery schedule, which schedule shall be become binding upon the Parties once accepted by QTX; *provided however* that any possible delay of Instrument delivery by STRATEC of less than fifteen (15) days based on QTX's initial delivery schedule shall be considered acceptable by QTX.

5.3 **Exclusivity, Minimum Purchase Commitment.** Subject to the completion of Milestone 5, as determined by the provisions of the Development Agreement with regard to the LSR Production Instruments pursuant to the Development Agreement, QTX agrees to exclusively purchase from STRATEC during the first seven (7) years after the delivery and final acceptance of the first LSR Validation Instrument a minimum quantity of [***] units of the Instruments (hereafter referred to as the "Minimum Aggregate Purchase Commitment").

5.4 **Additional Purchase Orders.** If QTX desires to enter a bid to a potential Customer which QTX cannot fill with Instruments that it has already ordered hereunder, QTX shall consult

with STRATEC regarding such bid, and STRATEC shall notify QTX as to whether it will be able to deliver such Instruments within the prescribed time.

5.5 **Deliveries, Final Testing, Inspection.** Prior to any shipment of an Instrument, STRATEC will perform an internal final test (based on Shipping Criteria as defined in the Development Agreement) of each Instrument to be shipped and, if such Instrument complies with such Shipping Criteria, Stratec will issue to Quanterix a reasonably detailed certificate (each, a "Device History Record" or abbreviated "DHR"). STRATEC agrees not to ship Instruments that do not pass the internal final test. STRATEC shall ship Instruments in accordance with (i) QTX's shipping instructions and (ii) the DHR, including, if requested by QTX, drop shipments to its designated locations. In the absence of specific instructions, STRATEC reserves the right to ship by the method it, in good faith, deems most appropriate to QTX's facility. [***] from STRATEC's site in either Birkenfeld, Germany or Beringen, Switzerland. QTX shall designate the shipper and all shipping charges shall be billed directly from the shipper to QTX. QTX shall be responsible for the payment of all shipping and insurance charges. QTX shall bear the risk of loss and cost of transportation upon pick-up by the carrier at STRATEC's premises.

QTX may inspect each shipment of Instruments to determine if such Instruments conform to the data contained in the DHR; (the "Inspection Period"). If within [***] days of receipt of a shipment of Instruments, QTX (or its designated recipient) performs (i) such an inspection and (ii) a mutually agreed upon initial operational starting procedure which includes a teaching and final adjustment procedure for the Instrument to rectify the industry typical initial testing deviations of the Instruments due to shipping and reasonably determines afterwards that the Instruments do not conform to the DHR (excluding any minor non-conformance that may be quickly corrected by QTX or together with STRATEC in the ordinary cause of STRATEC's third level support within [***], then QTX shall notify STRATEC of the nonconformity prior to the end of this [***] day period, describing in detail the nonconforming characteristics of the Instruments ("Rejection Notice").

Within five (5) business days of receiving QTX's Rejection Notice, STRATEC will inform QTX as to whether it elects to repair or replace the Instruments to which the Rejection Notice relates ("Disposition Notice") in accordance with the following:

(i) If STRATEC elects to repair the Instruments, [***], and QTX will accept any such repaired, conforming Instruments, received by QTX within a commercially reasonable and industry typical period after STRATEC's Disposition Notice.

(ii) [***]. In the event that STRATEC determines, after consultations with QTX, that QTX's Rejection Notice does not contain grounds for issuing such Rejection Notice, QTX shall upon request reimburse STRATEC for any documented and reasonable expenses incurred by STRATEC in connection with such repair or reshipment efforts.

5.6 **Use of Standard Forms.** In ordering and delivery of the Instruments, the Parties may employ the use of their standard forms, provided that such forms are in compliance with this Agreement. Nothing in those forms shall be construed to modify or amend the terms of this Agreement.

5.7 **Return and Replacement of Instrument.** If a return or replacement of an Instrument is permitted under the terms of this Agreement during the warranty period for such Instrument, all such cases shall be handled by a send back warranty, meaning the relevant sender pays, between the Parties.

5.8 **Installation of Instrument.** Installation of the purchased Instruments with Customers shall be performed by QTX or its Affiliates or distributors at their expense.

5.9 **Title.** Title to any Instrument shall pass to QTX only upon full receipt of payment of the respective STRATEC invoice in accordance with this Agreement, and not upon shipment EXW.

5.10 **Damage Claims.** All claims for loss or breakage and damage, whether concealed or obvious, must be made to the carrier by QTX within a reasonable time after receipt of the shipment, and STRATEC shall provide reasonable assistance in making claims to the carrier upon QTX's request. STRATEC shall not be responsible for any such breakage or damage, unless directly attributable to STRATEC's gross negligence or willful misconduct.

ARTICLE 6
PRICING AND PAYMENT TERMS

6.1 Pricing.

a. The price of the LSR Production Instruments shall be [***] U.S. Dollars (US$ [***]) per unit and the price for the IVD Production Instrument shall be [***] U.S. Dollars (US$ [***].-) per unit, subject to the provisions of Section 2.6(c) of the Development Agreement.

b. The Parties agree that the price of $[***] for LSR Instrument and the respective prices for LSR Prototypes ([***]% of LSR Instrument transfer price) and LSR Validation Instrument ([***]% of LSR Validation Instrument price) shall be based on the precondition and assumption that the PDR (in the Development Agreement) shall be based on the following: [***].

c. If any of the Parties conclude that the details of the PDR need to be amended or are technically or economically not feasible than both Parties agree to a price discussion as set forth in Section 2.6(d) of the Development Agreement.

6.2 Price List, Price Adjustments. The prices at which STRATEC shall sell the LSR and IVD Instrument including related equipment to QTX are set forth on **Exhibit 1**. Following the [***] pursuant to Section 5.5 above, STRATEC shall have the right to request, in good faith, adjustments to such prices, as a result of documented and significant increases in material and labor costs that cannot be otherwise offset. [***]; provided however that STRATEC may keep certain supplier and internal pricing information confidential.

6.3 Payment. STRATEC shall invoice QTX for each Production Instrument and Instruments upon EXW shipment of the Instrument in accordance with this Agreement. All STRATEC invoices that are not the subject of a good faith dispute shall be paid by QTX within thirty (30) days of the date of STRATEC's invoice.

6.4 Currency. All amounts payable under this Agreement shall be stipulated, invoiced and paid in US Dollars.

6.5 Pricing Confidentiality. QTX agrees to keep pricing confidential, and will not disclose such information to any third parties without STRATEC's prior written consent, subject to the confidentiality exclusions set forth in Section 10 herein.

6.6 Taxes, Deductions. QTX agrees to pay all taxes, fees, value added surcharges, import and export duties, and other assessments levied by federal, state, local and other governments or countries in the Territory related to the sale, license, and distribution and support of the Instruments from QTX to its Customers under this Agreement.

6.7 Late Payment Interest, Costs. Interest will accrue on any delinquent amounts owed by QTX at the rate of [***] per month, or the maximum rate permitted by applicable law, whichever is less upon prior written notice of default and after QTX was given thirty (30) days to cure such default, with such interest accruing following such thirty (30) day period. In addition, STRATEC shall be entitled, in addition to all other legal remedies available to STRATEC, to reasonable attorneys' fees and costs as well as costs related to enforcing its delinquent amounts.

ARTICLE 7
SERVICE SUPPORT

7.1 Instrument Support. QTX shall provide its Customers in the Territory with installation, service and maintenance for Instruments at its own expense and responsibility. QTX shall provide first level and second level service support. STRATEC shall provide third level support.

Support Level	Support Description
Level 1	the initial response (and any follow-up response as appropriate) to a Customer initiated support request. Level 1 Support includes initial information gathering and may include, without limitation, some or all of the following: answering product installation, configuration or usage questions; initial problem and failure information gathering; problem isolation, identification, and/or providing standard fixes and workarounds to known problems; and escalating unresolved problems to Level 2 Support.
Level 2	a second, higher level of technical support and consists of, but is not limited to, problem isolation, identification, and replication; is providing standard fixes and workarounds to known problems; ordering, obtaining and installing/ replacing defective parts; providing remedies for both new and known complex problems; and escalating unresolved problems or those requiring formal fixes to Level 3 Support.
Level 3	a level of support provided by engineering and consists of problem isolation, identification, and replication for complex problems; providing new fixes and workarounds to problems; providing remedies for both new and known complex problems; resolution of problems through generation of formal fixes

7.2 Reliability Data. QTX and STRATEC shall furnish each other, from time to time, but at least quarterly, with their confidential customary service and reliability data, statistics and analyses relating to failure rates, failure mechanisms and repair time of Instruments, based on each Party's respective experience.

ARTICLE 8
SOFTWARE SUPPORT

8.1 **Defective Software Support.** QTX shall provide to STRATEC all information and documentation [***] on all identified anomalies and an indication of the degree of urgency to fix any Instrument Software problem. Software problems which meet the criteria as defined in the FDA Medical Device Recall Authority Provisions as set forth in 21 Code of Federal Regulations Part 810 discovered by either Party shall be communicated immediately. STRATEC will provide "workarounds" or fixes for such software anomalies using reasonable efforts in light of the urgency of same in STRATEC's reasonable discretion provided it relates to a Defect in the Instruments.

ARTICLE 9
REPRESENTATIONS, WARRANTIES; INDEMNIFICATION

9.1 **STRATEC's Limited Instrument Parts Warranty.** Subject to customary exclusions and limitations, STRATEC represents and warrants to QTX that the Instruments sold hereunder will materially conform to the Product Specifications as may be modified from time to time by the Parties ("Defect's") [***]; provided that QTX promptly notifies STRATEC in writing of any material nonconformity. STRATEC shall not be responsible for ordinary wear and tear or prohibited use or such use which STRATEC did either not recommend in its standard manual or is considered excessive or non-intended or any labor or service expenses associated with replacing any defective parts or Instruments based on a Defect.

9.2 [***].

9.3 STRATEC represents that during the Term of this Agreement, the manufacture of the Production Instruments will be in material compliance with the applicable requirement of the:

(a) Federal Food, Drug and Cosmetics Act, as amended, including without limitation, the then current Quality Systems Regulations ("QSR") as established by the FDA in accordance with cGMPs covering devices regulated by each FDA Center governing the intended use of the Instrument, plasma serum protein analyzing and related diagnostic testing;

(b) applicable standards of the Underwriters Laboratories or CSA;

(c) international electrical safety approval, meeting the EN 61010-1:2001 Medical Electrical Equipment Standards; and

(d) European CE Standards (IVDD 98/79/EC), and as mutually agreed otherwise in the PDR, PSD or otherwise in writing. STRATEC shall not be liable for any such non-compliance in case of Instrument modifications or modifications to STRATEC's production environment as

requested by QTX or by regulatory changes made after the commencement of the manufacturing of Instruments except in cases where such non-compliance is solely caused by a negligent breach of contract by STRATEC without any contributory fault or negligence of QTX.

9.4 **QTX's Representations.** QTX represents and warrants that the Instruments purchased hereunder will generally be placed so as to fulfill the Instrument's intended use as defined in the PDR. QTX represents and warrants that it will not make representations of any kind to any third party related to the specifications and capabilities of the Instruments which are not supported by STRATEC's written documentation or the specifications or STRATEC instructions.

9.5 **NO OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR OTHER REGULATORY COMPLIANCE.**

9.6 **Indemnification by STRATEC.** STRATEC shall indemnify, defend and hold harmless QTX, its Affiliates, and its respective employees, contractors and agents, from and against any liability, damage, loss, cost or expense (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Losses"), to the extent they arise out of or result from any Third Party claims or suits made or brought against QTX to the extent such Losses arise out of or relate to (i) STRATEC's gross negligence, recklessness or willful and wanton conduct causing physical property damage, bodily harm or death; (ii) product liability claims causing bodily harm or death to an operational user or owner of the Instruments (not a user or a person relying on any test results generated by the Instrument) (iii) that arise out of a Third Party lawsuit or other legal action alleging infringement or misappropriation of (A) any patents published or validly in existence as of the Effective Date issued in the U.S. (excluding any software patent claims not considered patentable outside the U.S.), by the European Patent Office, or the German Patent Office, (B) copyright, or (iii) trade secret of any Third Party, related to STRATEC deliverables under this Agreement. The foregoing indemnification obligations shall not apply to the extent that any Losses are the result of (1) QTX's breach, gross negligence, recklessness or willful and wanton conduct, (2) instructions, information, designs or other materials furnished by QTX to STRATEC hereunder, (3) QTX's continuing the allegedly infringing activity after or after being informed and provided with modifications that would have avoided the alleged infringement. Stratec shall have sole control over the defense of the claim and any negotiation for its settlement or compromise; *provided, however*, that QTX may, at its expense, employ separate counsel to monitor (but not control) the defense and settlement of any claim. STRATEC's identity obligation under this Section shall not extend to claims to the extent based on: (x) an unauthorized modification of the Instrument or its included software made by QTX where the software or Instrument without such modification would not be infringing, (y) QTX's technical contribution during the course of development under the Development or this Agreement ("Technical Contribution") where the Instrument or software without such QTX's Technical Contribution would not be infringing; or (z) QTX's use of superseded or altered version of any Instrument or software if the infringement would have been avoided by the use of subsequently revised software or Instrument and provided such new software has been provided to QTX.

9.7 **Indemnification by QTX.** QTX shall indemnify, defend and hold harmless STRATEC, its Affiliates, and its respective employees, contractors and agents, from and against any Losses (i) to the extent they arise out of or result from: any Third Party claims or suits made or brought against STRATEC to the extent such Losses arise out of or relate to QTX's gross negligence, recklessness or willful and wanton conduct, or (ii) that are awarded against STRATEC by a court of competent jurisdiction pursuant to a final judgment in favor of the owner of (A) any published patents issued in the U.S. (excluding any software patent claims not considered patentable outside the U.S.), by the European Patent Office, or the German Patent Office, (B) copyright; or (C) trade secret of any Third Party, all published or validly in existence as of the Effective Date , as a direct result of any claim of infringement of any such patent, copyright, or misappropriation of any trade secret related to the QTX's deliverables, Pre-Existing QTX Technology or other materials provided to STRATEC under this Agreement (as defined in the Development Agreement). The foregoing indemnification obligations shall not apply to the extent that any Losses are the result of STRATEC's breach, gross negligence, recklessness or willful and wanton conduct.

9.8 **Conditions to Indemnification.** The indemnities set forth in this Section 9 are conditioned upon the indemnified Party's obligations to: (i) advise the indemnifying Party of any claim or suit, in writing, promptly after the indemnified Party has received notice of such claim or suit; *provided, that* failure or delay in giving such notice shall not reduce or eliminate the indemnifying Party's obligations hereunder unless and to the extent that the indemnifying Party is actually prejudiced by such failure or delay; (ii) assist the indemnifying Party and its representatives (at the indemnifying Party's expense) in the investigation and defense of any claim and/or suit for which indemnification is provided; and (iii) use commercially reasonable efforts to mitigate all Losses. Neither Party shall be required to indemnify the other Party for any settlement of a claim or suit entered into without the prior written approval of the indemnifying Party, which shall not be unreasonably withheld.

9.9 **Infringement Remedies.** [***].

9.10 **Insurance.** STRATEC agrees to procure and maintain product liability insurance with respect to the Instruments and contractual liability coverage, naming QTX as an additional insured, with minimum limits in each case of an amount of [***] EURO (EURO [***]) per occurrence and [***] EURO (EURO [***]) in the aggregate. STRATEC shall, on or before delivery of the Instruments, furnish to QTX a certificate of insurance evidencing the foregoing coverage's and limits. The insurance shall not be canceled or changed without adequate replacement and without providing QTX with thirty (30) day's advance written notice of such replacement.

ARTICLE 10
CONFIDENTIAL INFORMATION, TRADEMARKS

10.1 **Confidential Information.** Prior to the execution of this Agreement STRATEC and QTX may have entered into a confidentiality agreement. The Parties hereby agree that the following terms of this Section 10 and this Agreement shall hereby replace all the terms of any prior confidentiality agreements, if any.

10.2 **Definition.** The term "Proprietary Information" includes, but is not limited to, any information, data or other material of a Party hereto, regardless of form, whether oral or written, relating to, referring to, or evidencing any technology, processes, designs, patent applications, computer programs, supplier or customer lists, or any other financial or business information of one Party, provided, however, the term "Proprietary Information" does not include any such information, data or other material if the same is:

(i) In the public domain or later enters the public domain other than through breach of this Agreement by its recipient;

(ii) Known to the other Party at the time of receipt as can be proved by the other Party by a written document dated prior to such time of receipt;

(iii) Publicly disclosed by a third party, with the prior written approval of the first Party, who received such information from the first Party;

(iv) Was independently developed by the receiving Party without reference or knowledge of any Proprietary Information;

(v) Known to the other Party lawfully from a source other than the first Party as can be proved by the other Party by a written document; or

(vi) Disclosed as required by operation of law.

10.3 Each Party shall keep in strict confidence any and all Proprietary Information and not directly or indirectly disclose it or make it available for any purpose to any person or entity other than its personnel who legitimately need to have the Proprietary Information for purposes directly related and necessary to its performance under this Agreement. Each Party shall use such information only for the purpose of performing hereunder and shall reproduce such Proprietary Information only to extent necessary for such purpose. Each Party represents and warrants that personnel employed by each Party that are working on this project have entered into general Confidentiality Agreements with their respective employers.

10.4 The Parties agree that in the event of any breach by one Party of any of its obligations hereunder, the other Party will suffer irreparable harm and that monetary damages will be inadequate to compensate such Party for such breach. Accordingly, each Party agrees that the other will, in addition to any other remedies available to it at law or in equity, be entitled to preliminary and permanent injunctive relief to enforce any such breach of the terms of this Section 10.

10.5 All Proprietary Information, including copies thereof, shall remain the property of originator and, except as specified in this Agreement, shall be immediately returned to originator (and not used for any purposes) upon request therefor or upon any termination of this Agreement, provided that one copy may be retained for legal purposes only. Each Party further agrees that all of its obligations undertaken pursuant to this Section 10 shall survive and continue after termination of this Agreement for any reason.

10.6 Trademarks. Nothing in this Agreement grants to either Party the right to use or display the names, trademarks, trade dress, trade names, logos or service marks of the other Party, except to identify the Instruments and associated services of the other Party to the extent obligations are undertaken pursuant to this Agreement. Except in the case of correspondence and proposals issued in the ordinary course of business, each Party agrees to submit to the Party for written prepublication approval, any materials which may use or display any name, trademark, trade name, logo or service mark of the other Party. Notwithstanding the foregoing, nothing contained in this Agreement shall affect either Party's rights to use, including but not limited to attempt to register or file any such trademarks in any jurisdiction, any trademarks, service marks or proprietary words or symbols of the other Party to properly identify the goods or services of such other Party to the extent otherwise permitted by applicable law or by written agreement between Parties.

ARTICLE 11
TERMINATION

11.1 Termination at Will. Either Party may terminate this Agreement upon twelve (12) months prior written notice by either Party, provided, however, except as otherwise set forth in this Section 11, neither Party may elect to terminate this Agreement prior to the later to occur of (i) the seven (7) year anniversary of the Effective Date and (ii) QTX's purchase of the Minimum Aggregate Purchase Commitment (as defined in Section 5.3).

11.2 Termination for Insolvency. Either Party may terminate this Agreement by thirty (30) days prior written notice to the other Party if: (a) either Party shall become insolvent or make a general assignment for the benefit of creditors; or (b) a petition under any bankruptcy act or similar statute is filed by or against either Party and is not vacated within ten (10) days after it is filed.

11.3 Termination for Material Breach. Either Party may terminate this Agreement at any time for substantial breach of any of the material provisions of this Agreement upon sixty (60) days prior written notice to the other Party. The breaching Party shall have a sixty (60) day period to cure the breach or default in accordance with this Agreement. A second attempt by the breaching Party to cure such substantial or material breach is allowed, provided, however, that the duration of such second attempt shall not exceed twenty (20) business days. Otherwise, if such breach or default is not cured within this total time, the non-breaching Party may terminate this Agreement immediately upon written notice to the other Party.

11.4 Other Termination. In addition to each Party's right to terminate this Agreement for the other's bankruptcy or uncured material breach, QTX will have the right to terminate this Agreement upon a change of control at QTX or the sale of substantially all of QTX's assets or business ("Change of Control"). If QTX terminates this Agreement following a Change of Control, or for any other reason other than an uncured breach by STRATEC of this Agreement or bankruptcy of STRATEC, then QTX shall pay as consideration to STRATEC as follows:

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

	Supply Termination	
Instrument Units Shipped at Effective Time of Termination	**Warrant Consideration (as defined in the Development Agreement)**	**Cash Consideration**
[***]		[***]
[***]	[***]	[***]
[***]	[***]	[***]

Termination Costs shall include [***].

11.5 Results of Termination. In the event of termination of this Agreement by QTX pursuant to Section 11.2 or Section 11.3 or by STRATEC pursuant to Section 11.1, STRATEC shall provide QTX with information and documentation (to the extent not already in QTX's possession), and reasonable technical assistance not to exceed ten (10) hours of consulting services, to transition the manufacture of Instruments to QTX or a Third Party designated by QTX, and following such termination STRATEC hereby grants to QTX a limited, non-exclusive, royalty free license to (a) access STRATEC's software libraries in object code form only, and (b) practice other STRATEC Intellectual Property Rights that are embodied in the Instrument at the time of the termination, in each case solely for the sole purposes of manufacturing and selling (by QTX or with a Third Party) of the Instruments solely as described in the PDR and PSD. The foregoing limited license applies only with respect to the Instruments as described in the PDR and PSD and not to any other products (including successor products) and does not grant QTX any rights to (1) any source code of STRATEC, (2) to provide any direct competitor of STRATEC with any of STRATEC's proprietary software libraries or STRATEC Intellectual Property Rights, or (3) to make any improvements, modifications or derivatives. Any improvements, modifications or derivatives conceived by QTX or any third party shall be solely owned by STRATEC and QTX hereby agrees to transfer or have transferred such rights to STRATEC. STRATEC shall continue to supply Instruments, at QTX's election, for twelve (12) months from the date that notice of such termination is given by QTX pursuant to Section 11.2 or Section 11.3 or by STRATEC pursuant to Section 11.1 against waiver of all claims for damages or other liability against STRATEC based on a breach of this Agreement.

ARTICLE 12
LIMITATION OF LIABILITY

12.1 OTHER THAN WITH RESPECT TO A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR REVENUES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STRICT INSTRUMENT LIABILITY, INDEMNIFICATION, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 [***].

THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 12 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

ARTICLE 13
MISCELLANEOUS PROVISION

13.1 Independent Contractors. The Parties are, act, and shall act at all times as independent contractors in carrying out their respective obligations under this Agreement and nothing contained herein shall be construed, deemed or interpreted otherwise. In performing hereunder, neither Party is an agent, employee, employer, joint venturer or partner of the other Party. Neither Party shall enter into or incur, or hold itself out to any third party as having the authority to enter into or incur, on behalf of the other Party, any contractual expenses, liabilities or obligations whatsoever.

13.2 Notices. Any notice required or permitted by this Agreement shall be in writing. Notice to a Party shall be deemed to have been given if and when delivered by either Party to the other in person or if and when mailed by registered or certified mail to the address shown below, or at such other address as each Party instead may from time to time designate in writing to the other Party.

If to QTX:

Quanterix Corporation
One Kendall Square, Suite B14201
Cambridge, MA 02139
Attention: Chief Executive Officer

With a Copy to:
Goodwin Procter LLP
53 State Street
Boston, Massachusetts 02109
Attn: Mitchell S. Bloom

If to STRATEC:

STRATEC Biomedical AG
Gewerbestrasse 37
D-75217 Birkenfeld
Germany
Attention: Vorstand / Board of Management

With a Copy to: Rechtsabteilung / Law and Patents

13.3 Adverse Information. The Parties hereto warrant that if either one develops or discovers adverse information regarding the development of the Instrument the other Party will be notified immediately.

13.4 Noninterference. Both Parties represent and warrant that no provision of this Agreement is in any way in conflict with or impairs performance of any present contractual obligation to any third party and neither Party nor any persons employed by a Party or who assists Party in the implementation of this Agreement will assume any obligation or restriction which will conflict with or prevent them from performing any of the services called for by this Agreement.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

13.5 Assignments, Succession and Waivers. Except where the assignee is a successor in business or an Affiliate, this Agreement or any part thereof shall not be assignable, and any attempted assignment shall be null and void, without first obtaining the express written consent of the other Party, provided, however, that either Party may assign this Agreement to an Affiliate or to a purchaser of substantially all of the assets of the business to which this Agreement relates without the prior consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assignees. No express waiver or any prior breach of this Agreement shall constitute a waiver of any subsequent breach hereof and no waiver shall be implied.

13.6 Force Majeure. Neither Party shall be liable in damages for, nor shall this Agreement be terminable or cancelable by reason of any delay or default in such Party's performance hereunder if such default or delay is caused by events beyond such Party's reasonable control including, but not limited to, acts of God, acts of terrorism or other attacks launched as acts of war or, regulation or law or other action of any government or agency thereof, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, or epidemic. Each Party agrees to use its best efforts to resume its performance hereunder if such performance is delayed or interrupted by reason of such forces majeure as listed above.

13.7 Integration. This Agreement and the Development Agreement are intended to be executed concurrently and express the entire understanding between QTX and STRATEC with respect to the subject matter addressed and merge all prior oral discussions or written correspondence between them.

This Agreement and the Development Agreement shall be read and interpreted together. No notification, extension, or waiver of this Agreement or any provision hereof shall be binding unless agreed to in writing by the Parties.

13.8 Publication. Neither Party shall disclose the existence of this Agreement or the contents thereof to the public or any third parties without the prior written consent of the other Party. However, either Party shall have the right to disclose information, including, if applicable, the Agreement or the contents thereof, only as necessary to meet its legal obligations. Unless required by law, the Parties hereto shall use their best effort to reach agreement on the contents and the scheduling of the public disclosure of any such information.

13.9 Governing Law. The present Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. The Parties agree that the United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated under this Agreement. The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement in good faith through an amicable settlement.

13.10 Legal Counsel. Each Party is a sophisticated business entity which has involved legal counsel of its own choosing in the drafting, negotiating and concluding of this Agreement and any presumption in statutory or common law against the drafter of any particular provision herein, or against the drafter of this Agreement as a whole, shall be of no effect whatsoever and each Party covenants to, and shall, refrain from asserting or relying upon any such presumption.

13.11 Severability. If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, it is the intention of the Parties that the validity and enforceability of the remaining provisions hereof shall not be affected by such holding.

13.12 Non-Waiver. Failure of either Party hereto to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any future default of STRATEC.

13.13 Dispute Resolution; Arbitration.

a. In the event that any dispute, controversy or claim between the Parties arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding validity or termination, or performance or breach thereof, is not resolved within fifteen (15) days by the negotiations of the Steering Committee, either Party may refer such dispute, controversy or claim to the Chief Executive Officer of STRATEC and the Chief Executive Officer of QTX, or their designee, who shall, as soon as practicable, attempt in good faith to resolve the dispute, controversy or claim.

b. In the event the Parties' Chief Executive Officers (or designees) are not able to resolve such dispute within fifteen (15) days, either Party may at any time after such thirty (30) day period submit such dispute to be finally resolved by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association pursuant to its Expedited Procedures in effect at the time, except as they may be modified herein or by agreement of the Parties. The arbitration will be held in San Francisco, California, before a single arbitrator knowledgeable in diagnostic device development and supply arrangements. The arbitration must commence within fifteen (15) days of the date on which a written demand for arbitration is filed by either Party. Prompt resolution of any dispute is important to both Parties, and the Parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrator is instructed and directed to assume case management initiative and control over the arbitration process (including, without limitation, scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute. The arbitrator will have the power to order the production of documents by each Party and any third party witnesses; however, the arbitrator will not have the power to order the taking of depositions, the answering of interrogatories or the responses to requests for admission. The arbitrator will not have power to award damages that are specifically excluded under this Agreement, and each Party hereby irrevocably waives any claim to such damages. The Parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided below. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the prevailing Party) against any Party to a proceeding. Any Party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other Party in enforcing the award.

c. The arbitration proceedings shall be conducted in the English language. All submissions to the arbitrator and any ruling or award shall be made in English and be treated as Confidential

Information. Any award of the arbitrator shall be final and binding upon the Parties, their successors and permitted assigns and all other Parties to this Agreement, their successors and permitted assigns. The Arbitration Parties waive to the fullest extent permitted by law any rights to appeal to, or to seek review of such award by, any court or tribunal. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing to the contrary, in the case of temporary or preliminary injunctive relief related to the ownership or dispute directly related to Intellectual Property Rights or Confidential Information, any Party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm.

13.14 Headings. All Sections and paragraph captions or titles are intended only for reference purposes and are without contractual significance or effect.

13.15 Survivability. Sections 1; 3.4; 3.5; 3.6; 6.3 (for Instruments properly shipped under this Agreement prior to termination or expiration); 6.4; 6.5; 6.6; 6.7; 9, 10; 11; 12 and 13 shall survive termination of this Agreement regardless of reason for termination.

13.16 **Injunctive Relief.** The Parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this provision, the prevailing Party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.

13.17 **Counterparts.** This Agreement may be executed in one or more copies, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument; however, this Agreement shall have no force or effect until executed by both Parties.

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date:

QUANTERIX CORPORATION		STRATEC Biomedical Systems AG	
By:	/s/ Martin Madaus	By:	/s/ Marcus Wolfinger
Name:	Martin Madaus	Name:	Marcus Wolfinger
Title:	Chairman and CEO	Title:	CEO

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Exhibit 1
Price List

1. LSR Instrument Price (per unit)

   [***]

2. ND Instrument Price (per unit)

   [***]

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Exhibit 10.14.2

FIRST AMENDMENT TO SUPPLY AND MANUFACTURING AGREEMENT

THIS AMENDMENT (the **"Amendment")** is made and entered into effective as of October 17, 2013, by and between **QUANTERIX CORPORATION,** a company organized and existing pursuant to the laws of Delaware, U.S.A. **("QTX"),** and **STRATEC BIOMEDICAL AG,** a company organized and existing pursuant to the laws of the Federal Republic of Germany (**"STRATEC"**). QTX and STRATEC each may be referred to herein individually as a **"Party,"** or collectively as the **"Parties."**

RECITALS

A. The Parties have entered into that certain Supply and Manufacturing Agreement , dated as of [ ] (the **"Agreement"**), pursuant to which STRATEC has agreed to manufacture and supply QTX with quantities of the Instrument (as defined in the Agreement).

B. The Parties desire to amend the Agreement to reflect certain changes relating to the Parties' rights and obligations under the Agreement.

AGREEMENT

Now, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. Capitalized terms used herein without definition will have the meanings given to such terms in the Agreement.

2. Amendment of Section 5.9. The Parties hereby agree to amend and restate Section 5.9 of the Agreement by replacing such Article, in its entirety, with the following:

Title. Title to any Instrument shall pass to QTX upon pick-up by the common carrier at STRATEC's premises.

3. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4. Effectiveness. This Amendment will become effective upon the execution hereof by both Parties.

5. Continuing Effect. Other than as set forth in this Amendment, all of the terms and conditions of the Agreement will continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

QUANTERIX CORPORATION

By: /s/ Paul Chapman
Name: Paul Chapman
Title: President & CEO

STRATEC BIOMEDICAL AG

By: /s/ Marcus Wolfinger
Name: Marcus Wolfinger
Title: CEO

STRATEC DEVELOPMENT SERVICES AND EQUITY PARTICIPATION AGREEMENT

THIS STRATEC DEVELOPMENT SERVICES AND EQUITY PARTICIPATION AGREEMENT ("**Development Agreement**") is effective as of August, 15, 2011 (the "Effective Date") and is made by and between STRATEC Biomedical Systems AG, a stock corporation formed under the laws of the Federal Republic of Germany, having its principal place of business at Gewerbestrasse 37, D-75217 Birkenfeld-Graefenhausen, Germany (hereinafter referred to as "**STRATEC**"), and Quanterix Corporation, One Kendall Square, Suite B14201, Cambridge, MA 02139 (hereinafter referred to as "**QTX**", and both STRATEC and QTX are referred to as the "**Parties**"). The Parties enter into this Agreement pursuant to 35 U.S.C. §103 (c), and the Parties wish to create the opportunity to avail themselves, should they so desire, of the protections of the Cooperative Research and Technology Enhancement ("**CREATE**") Act, P.L. 108-453 for the work conducted by them hereunder.

WHEREAS, QTX is a company utilizing proprietary Single Molecule Array (SiMoA™) technology for the development and commercialization tests that measure clinically important proteins;

WHEREAS, STRATEC is engaged in and has expertise and experience in consulting for and the design, development, and manufacture of *In Vitro* Diagnostic analytical systems and components therefore.

WHEREAS, QTX has asked STRATEC to develop and manufacture for QTX a Single Molecule Array (SiMoA™) LSR Instrument Analyzer and subsequently the Aurora IVD Instrument Analyzer (hereinafter the Instrument, as defined below), and STRATEC desires to undertake the development of such Instrument on the terms and the conditions set forth herein;

WHEREAS, QTX desires to grant to STRATEC as consideration for all of STRATEC's development efforts, costs and expenses, subject to STRATEC meeting certain Milestones as set forth herein, (a) warrants to acquire up to 2,000,000 shares of QTX's yet to be created Series A-3 Preferred Stock, (b) subject to the terms and conditions of the Supply Agreement (as defined below), worldwide future manufacturing and license rights and exclusive supplier rights for the Instrument (as defined below), including the obligation of QTX to purchase [***] Instruments over a period of seven (7) years; and (c) payment of up to US$1,500,000 in cash to STRATEC;

WHEREAS, promptly following the execution of this Agreement, STRATEC and QTX shall enter into a Manufacturing and Supply Agreement for the exclusive manufacturing and subsequent supply of the Instrument for QTX, which shall become effective upon the Parties signatures evidencing the completion of Milestone 1 as set forth below, which Manufacturing and Supply Agreement shall include the terms and conditions set forth in Exhibit 4 and other customary and reasonable terms and conditions (hereafter referred to as the STRATEC Development Services and Equity Participation Agreement "the Supply Agreement").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the Parties hereto agree as follows:

SECTION 1

DEFINITIONS

1.1 **Acceptance Criteria**. As used herein, "Acceptance Criteria" shall mean the criteria contained in the Acceptance Criteria documentation generated in Phase 1 in mutual agreement (**Exhibit 1**) in effect at the time of the acceptance decision (such criteria being intended to verify fulfillment of the product requirements) to be applied by QTX in determining whether an Instrument received from STRATEC shall be accepted. The Acceptance Criteria for Prototype, Validation and Production Instruments will be finalized and approved by both Parties in Phase 1.

1.2 **Affiliate**. As used herein, "Affiliate" shall mean an incorporated or unincorporated entity, wherever organized, which controls, is controlled by or is under common control with QTX or STRATEC. Control means the direct or indirect legal, equitable or factual power to select a majority of the members of, or otherwise to direct the decisions made by, the directors or other governing authorities of an organization (determined without regard to events of default of fiduciary obligations which might limit or restrict exercise of such power).

1.3 **Agreement**. As used herein, "Agreement" shall mean the body of this Development Agreement and the Exhibits and Schedules attached hereto.

1.4 **Change Control**. As used herein, "Change Control" shall mean a process that is used to track and document versions of hardware, software, and documentation, which incorporate mutually agreed upon changes to the previous configuration.

1.5 **Currency**. All currency amounts set forth in this Agreement are stated in U.S. Dollars.

1.6 **Core Team**. As used herein, "Core Team" shall comprise QTX and STRATEC personnel that have individually been named by QTX and STRATEC for the purposes of communicating with each other regarding the development activities to be performed hereunder and also has the right to change Project Parameters within a contractually predefined framework. The Core Team members are listed in Exhibit 2.

1.7 **GMP**. As used herein, "GMP" means current good manufacturing practices, including without limitation the FDA's Quality System Regulations pursuant to Title 21 of the United States Code of Federal Regulations, Part 820, as applicable to the manufacture of a Class [2] medical instrument to gain

510(k) approval by the FDA.

1.8 **Know-How**. As used herein, "Know-How" shall mean any information of a commercial, technical, manufacturing or other nature such as designs, drawings, blueprints, parts lists and

specifications, test data, charts and graphs, manufacturing procedures, operation sheets, bills of material and lists and any other information, formulas, methods or equipment.

1.9 **Milestone**. As used herein, "Milestone" means each of the milestone events set forth in Section 2.2(b), as more fully described in the Project Schedule.

1.10 **New QTX Technology**. As used herein, "New QTX Technology" shall refer to technology and inventions and Intellectual Property Rights therein developed by QTX or STRATEC, individually or jointly, during the development under the scope of this Agreement that (i) are improvements, modifications or derivatives of Pre-Existing QTX Technology, or (ii) relate specifically to the QTX's Pre-Existing Technology and are not generally necessary for STRATEC to continue or improve its business model of providing design, engineering and manufacturing work to multiple clients.

1.11 **New STRATEC Technology**. As used herein, "New STRATEC Technology" shall refer to technology and inventions and Intellectual Property Rights therein developed by QTX or STRATEC, individually or jointly, during the development under the scope of this Agreement that (i) are improvements, modifications or derivatives of Pre-Existing STRATEC Technology, or (ii) are not specific to the QTX's Pre-Existing Technology and are necessary for STRATEC to continue or improve its business model of providing design, engineering and manufacturing work to multiple clients including but not limited to clients performing sales activities in the area of plasma protein diagnosis.

1.12 **Payment**. As used herein, "Payment" shall mean the remittance of an amount of money in response to an invoice that has been issued by one of the Parties hereto and received by the other Party and the delivery of an enforceable document evidencing the rights pursuant to the Warrants.

1.13 **Instrument**. As used herein, "Instrument" shall mean a platform instrument comprising of a Single Molecule Array (SiMoA™) LSR and subsequently the Aurora IVD instrument analyzer as described in the PDR (**Exhibit 1**). The Instrument shall be developed by STRATEC under this Agreement and sold to QTX or a partner of QTX under the Supply Agreement in accordance with the Project Parameters as defined below.

1.14 **Intellectual Property Rights**. As used herein, "Intellectual Property Rights" shall mean any and all of the following: (a) patents and patent applications, (b) copyrights in both published and unpublished works, (c) rights (including without limitation trade secret rights) in Know-How, (d) trademark and service mark rights, (e) any and all other intellectual property rights and (f) any and all registrations and applications for registration of any of the foregoing.

1.15 **LSR Prototypes**. As used herein, "LSR Instrument Prototypes" shall mean the first functional Instrument prototype units, containing the planned hardware modules, enclosure and baseline software functionality to conduct assay integration, software integration, support

hardware verification testing, develop manufacturing and test procedures and support preliminary reliability testing. Some components may not represent final parts (example: vacuum-formed instead of molded, machined instead of cast, etc). The software functionality will be limited at this stage and some workarounds may be required.

1.16 **LSR Validation Instruments**. As used herein, "LSR Validation Instruments" shall mean Instrument suitable to support hardware, software, and system verification and validation including formal reliability testing. These systems will be built with the planned production hardware modules, enclosure and other features and most of the planned software features implemented. Lessons learned from the manufacture of the Prototypes will be incorporated, as much as possible, into the LSR Validation Instruments. The LSR Validation Instruments will be used to finalize the manufacturing and test procedures in preparation for the pre-production build. These units will be used for most of the verification tasks and to generate assay performance data for regulatory submissions, and must be sufficiently final for use in such applications. The differences between validation system and pre-production level hardware are mostly limited to manufacturing techniques (e.g. machined parts instead of molded parts for lower risk components), and final labeling.

1.17 **LSR Production Instruments**. As used herein, "LSR Production Instruments" are systems, built with all series-level hardware features, manufactured using series-level manufacturing techniques and manufactured under full scope of the Device Master Record after declaration of production readiness.

1.18 **Phase I**. As used herein, "Phase I" shall mean Instrument specification and project planning, including finalization and mutual agreement of the Parties on the Shipping Criteria, PDR, PSD, and Acceptance Criteria.

1.19 **Phase II**. As used herein, "Phase II" shall mean design and development, including (i) delivery of breadboard instruments; and (ii) delivery of LSR Instrument Prototypes.

1.20 **Phase III**. As used herein, "Phase III" shall mean Verification of Design, including acceptance testing of LSR Instrument Prototypes.

1.21 **Phase IV**. As used herein, "Phase IV" shall mean acceptance testing of Instruments and release for manufacturing, including (i) Delivery of LSR Validation Instruments; (ii) acceptance testing of LSR Validation Instruments; and (ii) release of LSR Validation Instruments for manufacture of LSR Production Instruments.

1.22 **Phase V**. As used herein, "Phase V" shall mean acceptance testing of IVD Instrument and release for manufacturing.

1.23 **Pre-Existing QTX Technology**. As used herein, "Pre-Existing QTX Technology" shall mean any and all inventions and technology and all Intellectual Property Rights therein that are

(a) owned by or otherwise vested in and/or controlled by QTX prior to the Effective Date, or (b) developed independently from this Agreement by or on behalf of QTX.

1.24 **Pre-Existing STRATEC Technology**. As used herein, "Pre-Existing STRATEC Technology" shall mean any and all inventions and technology and all Intellectual Property Rights therein that are (a) owned by or otherwise vested in and/or controlled by STRATEC prior to the Effective Date, or (b) developed independently from this Agreement by or on behalf of STRATEC.

1.25 **Project Parameters**. As used herein, "Project Parameters" shall mean: (a) the Product Design Requirements ("PDR"); (b) the Product Specification Document ("PSD") which includes the specifications for the applicable Instrument ("Specifications"); (c) the Reliability Program Plan; (d) the Project Planning Documents, including the Project Schedule, containing a list of Milestones and the dates of completion for those Milestones; (e) the Project Proposal; (f) Acceptance Criteria; and (g) Shipping Criteria. The preliminary Project Parameters (other than with respect to the PSD), as they exist as of the Effective Date, are attached hereto as Exhibit 1.

1.26 **Reliability Program Plan**. As used herein, "Reliability Program Plan" shall mean a mutual plan approved by both Parties consisting of deliverables to achieve the reliability targets established by the Product Design Requirements. The Reliability Program Plan shall be established during the finalization of the Product Design Requirements and shall cover all development related activities in detail. STRATEC and QTX shall update the Reliability Program Plan during the development to include learnings from prior phase(s) and cover the post launch reliability activities.

1.27 **Shipping Criteria**. As used herein, "Shipping Criteria" shall mean the criteria Instrument requirements contained in the approved PDR in effect at the time of intended shipment (such criteria being intended to verify fulfillment of the product requirements) to be applied by STRATEC in determining whether a Instrument is suitable for shipment to QTX. The Shipping Criteria for Instruments will be finalized and approved by both Parties in Phase 1.

1.28 **Steering Committee**. As used herein, "Steering Committee" shall mean a committee which shall consist of six members, three to be appointed by STRATEC and three to be appointed by QTX. The Steering Committee shall supervise the performance of the program. Each Party to this Agreement may substitute its designees with another employee by providing written notice of the same. The Steering Committee can, if necessary and upon mutual consent, have employees and/or consultants of either Party attend its meetings to be consulted on certain issues.

1.29 **Third Party**. As used herein, "Third Party" means any person or entity other than a Part or its Affiliates.

1.30 **Training**. As used herein, "Training" shall mean instruction in the theory, operation, and maintenance of the Instrument.

1.31 **IVD Instrument**. As used herein, "IVD Instrument" shall mean an instrument compatible with regulatory approval as an *in vitro* diagnostics medical device (e.g., via certain software controls) comprising of a Single Molecule Array (SiMoA™) Aurora IVD instrument analyzer as described in the PDR (**Exhibit 1**). The IVD Instrument shall be developed by STRATEC and sold to QTX or a partner of QTX under the Supply Agreement in accordance with the Project Parameters.

1.32 **IVD Validation Instrument**. As used herein, "IVD Validation Instrument" shall mean an Instrument suitable to support hardware, software, and system verification and validation including formal reliability testing. These systems will be built with the planned production hardware modules, enclosure and other features and most of the planned software features implemented. Lessons learned from the manufacture of the Prototypes will be incorporated, as much as possible, into the IVD Validation Instruments. The IVD Validation Instruments will be used to finalize the manufacturing and test procedures in preparation for the pre-production build. These units will be used for most of the verification tasks and to generate assay performance data for regulatory submissions, and must be sufficiently final for use in such applications. The differences between validation system and pre-production level hardware are mostly limited to manufacturing techniques (e.g. machined parts instead of molded parts for lower risk components), and final labeling.

2.1 Development Services, Change Orders.

a. Development Services. STRATEC shall develop the Instrument in material accordance with the Project Parameters and the terms and conditions as defined in this Agreement (hereinafter the "Development Services"). STRATEC shall apply and assign personnel, equipment, supplies, and all other appropriate resources at its disposal to develop the Instrument and provide the respective Development Services. QTX shall use its reasonable commercial efforts to cooperate and coordinate with STRATEC in connection with all design activities related to STRATEC's performance of the Development Services.

b. Phases. The Parties intend that their activities pursuant to this Agreement will be divided into five phases, as follows: Phase 1, Instrument Specification and Project Planning; Phase 2, Design and Development; Phase 3, Verification of Design; Phase 4, Acceptance of LSR Instruments and release for manufacturing; and Phase 5, Acceptance of IVD Instrument and release for manufacturing.

c. Regulatory Compliance. STRATEC shall design and develop the Instrument in accordance with international regulatory requirements, (EN ISO 13485:2003 and ISO 9001 (2008)) including in particular, the then current Quality Systems Regulations ("QSR") as established by the United States Food and Drug Administration in accordance with GMPs covering devices regulated by each FDA Center governing the intended use of the Instrument, i.e., diagnostic testing). The instrument shall meet the applicable EMC, CE and safety requirements incorporating IVD-D, as well as UL's requirements and other applicable standards needed to sell the instrument in the EU, Canada and the U.S.

d. Debarrment. Neither STRATEC nor any of STRATEC's personnel performing Development Services under this Agreement have been debarred, and to the best of STRATEC's knowledge, are not under consideration to be debarred, by the a Federal agency of the United States of America from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992. STRATEC shall not knowingly employ or contract with any individual or entity listed by a Federal agency of the United States of America as debarred.

e. Requested Orders, Changes to Development Services. QTX and STRATEC are entitled to introduce change order(s) affecting the Development Services:

(i) Change order before occurrence of Milestone 3: Before the occurrence of Milestone 3 defined in Article 2 below, any change in the Development Services must be mutually agreed upon the Parties by means of a written amendment to the Agreement.

(ii) Change order after occurrence of Milestone 3: After occurrence of Milestone 3 defined in Section 2 below, any change in the Development Services must be processed by the Parties, as follows :

· Change Request by QTX.

QTX shall inform STRATEC of any change request in writing. After the initial change request by QTX, the Parties shall use the detailed STRATEC's change control process (Exhibit 3). The change request shall be finally implemented through a Work Statement, as per the principles of Section 2.1 f. below.

· Change Request by STRATEC.

STRATEC shall inform QTC of any change request in writing. After the initial change request by STRATEC, the Parties shall use the detailed STRATEC's change control process (Exhibit 3). The change request shall be finally implemented through a Work Statement, as per the principles of Section 2.1 f. below.

STRATEC warrants QTX that it shall use its best commercial efforts to ensure the stability of the Development Services and prevent any modification of the Development Services over the Term of the Agreement, including notably preventing any modification or variation in the price, costs, expenses, raw materials, sub-components, configuration or design of the Instrument, manufacturing process, or labeling, packaging, tooling or equipment, whether such modifications are intended by STRATEC or one of its subcontractors (hereafter a "Modification").

(iii) No Modification whatsoever shall be implemented until it has gone through the Change Control procedures defined in the present Section 2 and resulted in a signed Work Statement as per the Section 2.1 f. below.

f. Work Statement. The Party proposing a Modification above shall in any case deliver to the other Party a proposed work statement (hereafter "Work Statement"). Any Work Statement submitted shall typically contain the following information:

· a description of the proposed change and associated services;

· the Party proposed approach to perform such services;

· the estimated cost of such change;

· the estimated time schedule for performance and delivery of the deliverables;

· completion and acceptance criteria; and the effect, if any, on the proposed transfer price of the Development Services concerned.

Upon receipt of a proposed Work Statement, the Parties shall negotiate in good faith to mutually agree upon a final Work Statement, which shall be signed by both Parties following agreement. Any Work Statement leading to either (i) an adjustment of the most recently agreed upon costs or transfer prices; or (ii) a material change in the Specifications; (iii) any change in the terms of the Agreement, shall be agreed to by the Parties through the Steering Committee (as defined above) and shall ultimately be subject to a written amendment of the Agreement, provided that neither Party shall be obligated to agree to any unreasonable Modification. In any case, either Party is entitled to request that a Work Statement shall be subject to a written amendment of the Agreement, if it deemed appropriate to the nature of change contemplated in the Work Statement. In no event shall QTX be obligated to agree to any changes or modifications to the Development Services that unreasonably increase the costs payable by QTX hereunder or unreasonably delay the achievement of the Milestones as set forth in the Project Schedule.

It shall be considered unreasonable for STRATEC to withhold consent to any change in the Development Services proposed by QTX, unless STRATEC provides written verification that such changes would prevent the development of the Instrument or increase the costs of the development of the Instrument, by [***] U.S. Dollars (US$[***]) or delay the Project Schedule by thirty (30 days.

g. **Core Development Team, Local Integration**. The Parties will assign and make available for the coordination of STRATEC's performance of the Development Services a reasonable number of employees or contractors comprising the core of the development team ("Core Development Team"). The quantity and qualification as well as the time line of their respective involvement throughout the Term of this Agreement shall be set forth in a Schedule to Exhibit 1, which shall be reasonably amended from time to time. In addition, STRATEC shall involve, as part of the Core Development Team, a specialist in the United States for localization work to be performed. STRATEC shall be obligated to adequately provide reasonably sufficient personnel with the necessary qualifications as part of the Core Development Team. The Steering Committee shall have oversight over the Core Development Team, its size and involvement of its members in its reasonable discretion. The Core Development Team and Steering Committee personnel are provided in Exhibit 2.

2.2 **Consideration and Payments by QTX, Warrants**.

a. **Compensation for STRATEC**. Subject to the termination provisions of Section 2.6 and the provisions set forth in Section 2.2 c. below, QTX shall pay or issue to STRATEC for the activities to be performed by STRATEC hereunder consideration as follows: (i) aggregate cash payments of up to US$1,500,000 ("Cash Payment"); and (ii) warrants (the "Warrants") to purchase up to 2,000,000 shares of Series A-3 Preferred Stock of QTX having the terms and conditions set forth on Exhibit 5 attached hereto (the "Series A-3 Preferred Stock"). The Warrants, when issued in accordance with this Section 2.2 shall be in the form of Exhibit 6 attached hereto, shall have an exercise price of US$.001 per share of Series A-3 Preferred Stock underlying such Warrant and shall have a seven (7) year term from the date of issuance of each such Warrant. The total number of shares of Series A-3 Preferred Stock to be issued to STRATEC upon exercise of the Warrants, assuming that all Milestones have been met in full, shall not be less than [***]% of the fully diluted capital stock of QTX after giving effect to the Next Equity Financing of QTX. In the event that after giving effect to the Next Equity Financing, the aggregate number of shares of Series A-3 Preferred Stock to be issued to STRATEC upon exercise of the Warrants, assuming that all Milestones have been met in full, is less than [***]% of the fully diluted capital stock of the QTX, then the number of Warrant Shares set forth below shall be adjusted accordingly. For purpose hereof, the term "Next Equity Financing" shall mean the next sale by QTX of its preferred stock occurring after the date hereof. For the avoidance of doubt, STRATEC acknowledges that this is a one time contractual adjustment solely including the Next Equity Financing and any future issuance of shares may dilute STRATEC's equity position of Series A-3 Preferred Stock. For the avoidance of doubt, STRATEC acknowledges that this is a one time contractual adjustment solely including the Next Equity Financing and any future issuance of shares may dilute STRATEC's equity position of Series A-3 Preferred Stock; provided, however, that notwithstanding the foregoing this acknowledgment shall not be construed as a waiver by STRATEC of any of its rights under the Delaware General Corporation Law or otherwise. Within thirty (30) days of the date of the execution of this Agreement, QTX shall take such steps as are reasonably necessary including obtaining the necessary Board of

Director and Stockholder approvals to amend the Certificate of Incorporation of QTX to authorize the Series A-3 Preferred Stock and STRATEC shall become a party to the provisions of Section IV (Rights to Purchase), Section 3.3 (Right of First Refusal), Section 3.4 (Co-Sale Option of Investors) and Section 7.16 (Lock-Up Agreements) of that certain Stockholders Agreement dated June 20, 2007 by and between QTX and the parties named therein (the "Stockholders Agreement") by executing an amendment to the Stockholders Agreement in the form attached as Exhibit 7 hereto.

b. **Payment Schedule, Vesting and Issuance of Warrants**. QTX's payments in cash and issuance of Warrants to STRATEC shall be in accordance with the following Payment Schedule:

PAYMENT SCHEDULE

MS	Milestone	Approximate Date	Payment & Consideration
1	Completion of Phase 1		US$[***] (Cash Payment)
2	Completion of Phase 2, including delivery of breadboard instruments and delivery of first LSR Instrument Prototype		US$[***] (Cash Payment) Issuance of [***] Warrants
3	Completion of Phase 3, including Acceptance of LSR Instrument Prototype		US$[***] (Cash Payment) Issuance of [***] Warrants
4	Start of Phase 4 and Delivery of first LSR Validation Instrument		US$[***] (Cash Payment) Issuance of [***] Warrants
5	Completion of Phase 4 and Release of LSR Validation Instrument for manufacturing		US$[***] (Cash Payment) Issuance of [***] Warrants
6	Completion of Phase 5 and release of IVD Instrument for manufacturing		US$[***] (Cash Payment) Issuance of [***] Warrants
	Total Amount Due /Warrants Earned		US$1,500,000 (Cash Payment) Issuance of 2,000,000 Warrants

To be able to meet this schedule QTX shall make available the Consumable Concept and Consumables (Reaction vessel, reagent packaging etc.), both as set forth in the Development Concept, to STRATEC in sufficient quantities not later than reaching Milestone 2 (i.e., following the occurrence of Milestone 1).

A delay by either Party in one of the Milestones shall be submitted to the other Party on the time of notice. This may effect the schedule for all following Milestones.

a. **Milestone 1**: Upon the Parties' joint confirmation that completion of Milestone 1 has occurred, STRATEC shall invoice QTX for the amount due as set forth above. QTX shall remit Payment to STRATEC within thirty (30) days of receipt of the invoice. In the event that the Parties are unable to complete Milestone 1 within thirty (30) of the Effective Date, either Party may terminate this Agreement with fifteen (15) days prior written notice to the other Party, and notwithstanding anything in this Agreement to the contrary, such right of termination shall not be subject to the dispute resolution procedures set forth in Section 7.14.

b. **Milestone 2**: Upon the Parties' joint confirmation that completion of Milestone 2 has occurred, STRATEC shall invoice QTX for the amount due and shall be entitled to receive the Warrants as set forth above. QTX shall remit Payment to STRATEC and provide an enforceable document evidencing the issue of the Warrants earned within thirty (30) days of receipt of the invoice.

c. **Milestone 3**: Within a period not exceeding forty (45) days following QTX's receipt of the first LSR Instrument Prototype QTX shall (i) complete testing in accordance with the Acceptance Criteria attached hereto as **Exhibit 1**, and provide STRATEC with a written statement confirming that such Acceptance Criteria (Milestone 3) have been met, or (ii) provide STRATEC with detailed written deviation report. If QTX declines STRATEC's achievement of the agreed upon Acceptance Criteria, then QTX shall not be required to make any further payments until the LSR Instrument Prototype meets the Acceptance Criteria. If the LSR Instrument Prototype does not meet the Acceptance Criteria within seventy five (75) days from the initial delivery to QTX, then STRATEC shall have an additional ten (10) Days to deliver a LSR Instrument Prototype that conforms with the Acceptance Criteria, after which QTX may terminate this Agreement for breach pursuant to Section 2.6(b) below (in which case the Supply Agreement shall automatically terminate), or give STRATEC such additional time as is necessary to take the steps to ensure that the LSR Instrument Prototype meets Acceptance by QTX. If QTX confirms the achievement of the Acceptance Criteria or fails to decline

STRATEC's achievement of the Acceptance Criteria within the said period of forty five (45) days STRATEC shall invoice QTX for the amount due and shall be entitled to receive the Warrants as set forth above. QTX shall remit Payment and issue the Warrants earned to STRATEC within thirty (30) days of receipt of the invoice and provide an enforceable document evidencing the Warrants earned.

d. **Milestone 4**: Upon the Parties' joint confirmation of STRATEC's completion of the activities resulting in the availability of LSR Validation Instruments for acceptance testing in accordance with Milestone 5 (including QTX's receipt of an LSR Validation Instrument and evidence that Shipping Criteria have been met), STRATEC shall provide QTX with a written notice thereof. STRATEC invoice QTX for the amount due and shall be entitled to receive the Warrants as set forth above. QTX shall remit Payment to STRATEC and issue the Warrants earned within thirty (30) days of receipt of the invoice and provide an enforceable document evidencing the Warrants earned.

e. **Milestone 5**: Within a period not exceeding forty five (45) days following OTX's receipt of the first LSR Validation Instrument, QTX shall (i) complete testing in accordance with the Acceptance Criteria attached hereto as **Exhibit 1**, and provide STRATEC with a written statement confirming

that such Acceptance Criteria (Milestone 5) have been met, or (ii) provide STRATEC with detailed written deviation report. If QTX declines STRATEC's achievement of the agreed upon Acceptance Criteria, then QTX shall not be required to make any further payments until the LSR Validation Instrument meets the Acceptance Criteria. If the LSR Validation Instrument does not meet the Acceptance Criteria within seventy five (75) days from the initial delivery to QTX, then STRATEC shall have an additional ten (10) Days to deliver a LSR Validation Instrument that conforms with the Acceptance Criteria, after which QTX may terminate this Agreement for breach pursuant to Section 2.6(b) below (in which case the Supply Agreement shall automatically terminate), or give STRATEC such additional time as is necessary to take the steps to ensure that the LSR Validation Instrument meets Acceptance by QTX. If QTX confirms the achievement of the Acceptance Criteria or fails to decline STRATEC's achievement of the Acceptance Criteria within the said period of forty five (45) days STRATEC shall invoice QTX for the amount due and shall be entitled to receive the Warrants as set forth above. QTX shall remit Payment and issue the Warrants earned to STRATEC within thirty (30) days of receipt of the invoice.

f. **Milestone 6**: Within a period not exceeding forty five (45) days following OTX's receipt of the first IVD Validation Instrument, QTX shall (i) complete testing in accordance with the Acceptance Criteria attached hereto as **Exhibit 1**, and provide STRATEC with a written statement confirming that such Acceptance Criteria (Milestone 6) have been met, or (ii) provide STRATEC with detailed written deviation report. If QTX declines STRATEC's achievement of the agreed upon Acceptance Criteria, then QTX shall not be required to make any further payments until the IVD Validation Instrument meets the Acceptance Criteria. If the IVD Validation Instrument does not meet the Acceptance Criteria within seventy five (75) days from

the initial delivery to QTX, then STRATEC shall have an additional ten (10) Days to deliver an IVD Validation Instrument that conforms with the Acceptance Criteria, after which QTX may terminate this Agreement (in which case the Supply Agreement shall automatically terminate), or give STRATEC such additional time as is necessary to take the steps to ensure that the IVD Validation Instrument meets Acceptance by QTX. If QTX confirms the achievement of the Acceptance Criteria or fails to decline STRATEC's achievement of the Acceptance Criteria within the said period of forty five (45) days STRATEC shall invoice QTX for the amount due and shall be entitled to receive the Warrants as set forth above. QTX shall remit Payment and issue the Warrants earned to STRATEC within thirty (30) days of receipt of the invoice.

g. **Declination of the occurrence of Milestones 2 and 4**. In case of QTX's declination of the occurrence of Milestones 2 and 4 pursuant to any Sections of 2.2 b or 2.2 d above QTX shall, within ten (10) days following QTX's declination, assess at STRATEC's site whether the Shipping Criteria have been met. Should, as a result of such assessment, QTX and STRATEC agree that Shipping Criteria have been met or deviations from the Shipping Criteria are irrelevant at this stage QTX shall release the relevant shipment. If the Parties agree on changes to the Shipping Criteria to be implemented prior to QTX's release for shipment, the Parties shall in good faith agree on an additional period between thirty (30) and ninety (90) days to be given to STRATEC to undertake the necessary steps to ensure that the Instrument units meet the agreed upon Shipping Criteria.

h. **Declination of the occurrence of Milestones 2 and 4**. If QTX declines STRATEC's achievement of the agreed subset of Acceptance Criteria pursuant to Sections 2.2 e or 2.2 f and the Parties agree on improvements to be implemented prior to QTX's relevant release, the Parties shall in good faith agree on an additional period between thirty (30) and ninety (90) days to be given to STRATEC to undertake the necessary steps to ensure that the IVD Validation Instrument or LSR Validation Instrument, as applicable, units meet the relevant agreed upon criteria. If STRATEC, in QTX's opinion fails to meet the agreed upon criteria for any such improvements during such period of time, QTX shall bring the issue to the Steering Committee for a decision which the Steering Committee shall reach within ten (10) business days. Thereafter, if the Steering Committee has decided that STRATEC still fails to meet the criteria or is unable to reach any conclusion, QTX shall have the right but not the obligation to initiate the termination procedure pursuant to Section 2.6 b.

i. In the event the Parties disagree on the achievement of any Milestones the Steering Committee shall use its best efforts to make a determination within ten (10) business days upon being notified in writing by a Party.

2.3 **Communication and Changes to Project Parameters**.

a. The responsibilities of the Parties to this Agreement are set forth in the Project Parameters (Exhibit 1). In the event of a conflict between the terms and conditions among the body of this Development Agreement and/or the Exhibits, the terms and conditions that govern

shall be determined by the following in the following order: (i) the body of the Development Agreement, and (ii) the Exhibits and appropriate attachments.

b. Each Party shall name a finite number of personnel as Core Team members. The Core Team members (Exhibit 2) must comprise at least one Project Manager each for QTX and STRATEC. Each Party may replace any of its Core Team members with prior notice to the other Party. Each Party shall primarily communicate to the other Party through, and direct any and all communication regarding the development activities performed under this Agreement to, the other Party's Project Manager. When appropriate, Core Team members of each Party may communicate directly. Any communication from one Party to the other Party that is not directed to a Core Team member shall be deemed as being outside the scope of this Agreement and shall not bind either Party.

c. STRATEC shall be responsible for establishing and maintaining, at its own expense, the Change Control for all released STRATEC documents regarding any changes to design of the Instrument. STRATEC shall establish a shared file system and QTX shall have online access to it. Change Control

shall start immediately after the prototype phase of the development, using a modified process to be agreed upon between the Parties. Beginning with the manufacturing of LSR Validation Instruments the Parties shall employ a Change Control process in its full scope, following the then current version of STRATEC's SOP PB035 attached hereto as an example applicable at the date of execution of this Agreement as Exhibit 3.

d. QTX agrees that any requested and agreed change in Project Parameters (Exhibit 1), any Modification, or other QTX requested and agreed upon changes of the Development Services and the respective Milestones may lead to an upward adjustment of the consideration as agreed in Section 2.2 compensating STRATEC for the additional efforts and/or change of internal reallocation of resources and cost, if applicable; provided however that STRATEC shall not be obligated to agree to any such changes without an agreed upon written adjustment agreement amending this Agreement as to adjusted consideration and revised time lines for any Development Services.

2.4 Training.

a. Prior to the shipment of any Instruments to QTX, STRATEC shall supply reasonable and timely Training to adequately qualified QTX personnel or its representatives in the design, servicing and operation of such Instrument. Such Training will be provided at no cost to QTX and each shall take place in one Training session at STRATEC's facility and be restricted to a total five trainees. Such sessions shall be for the purpose of "Training the trainer" and the contents will be mutually agreed upon by QTX and STRATEC. QTX shall be responsible for all travel related expenses incurred by QTX in connection with this Section 2.4(a). If QTX requests additional Training, STRATEC shall supply such Training at a cost of [***] per day.

Any service of Instruments in the field shall be performed by QTX. STRATEC shall provide third level support, if any, to QTX solely pursuant to terms and conditions contained in the Supply Agreement of even date herewith.

b. STRATEC shall provide all standard maintenance training and support services to QTX for the Instruments, including, if applicable, training concerning maintenance, technical service, and repair at a facility of QTX's choosing in the United States or Europe for [***] per STRATEC trainer per day. QTX shall be responsible for all travel related expenses incurred by STRATEC in connection with this Section 2.4 b.

2.5 Shipping and Delivery.

a. Delivery. [***] from STRATEC's site in either Birkenfeld, Germany or Beringen, Switzerland. QTX shall designate the shipper and all shipping charges shall be billed directly from the shipper to QTX. QTX shall be responsible for the Payment of all shipping and insurance charges. Prior to the first shipment of an Instrument, STRATEC shall obtain written confirmation from QTX that QTX has obtained satisfactory insurance for damage during transit. QTX shall bear the risk of loss and cost of transportation upon pick-up by the carrier at STRATEC's premises.

b. Shipping Instructions. STRATEC shall ship Instruments in accordance with QTX's shipping instructions, including, if requested by QTX, drop shipments to its designated locations. In the absence of specific instructions, STRATEC reserves the right to ship by the method it, in good faith, deems most appropriate to QTX's facility.

c. Shipping Containers. As part of the development program, STRATEC shall design appropriate shipping containers for the Instruments and spare parts.

d. Title. Title to any Instrument shall pass to QTX only upon full receipt of Payment of the relevant STRATEC invoice in accordance with this Agreement, and not upon shipment EXW.

e. Damage Claims. All claims for loss or breakage and damage, whether concealed or obvious, must be made to the carrier by QTX within a reasonable time after receipt of the shipment, and STRATEC shall provide reasonable assistance in making claims to the carrier upon QTX's request. STRATEC shall not be responsible for any such breakage or damage, unless directly attributable to STRATEC's gross negligence or willful misconduct.

f. Conflicting Documents. The terms and conditions of this Agreement shall govern the performance of the Parties hereunder notwithstanding any inconsistent, conflicting or additional language as may exist on purchase orders, invoices, confirmation, order acknowledgements or other forms of communications of either QTX or STRATEC.

2.6 Termination and Activities After Termination.

a. Termination for Insolvency. Either Party may terminate this Agreement by thirty (30) days prior written notice to the other Party if: (i) either Party shall become insolvent or makes a general assignment for the benefit of creditors; or (ii) a petition under any bankruptcy act or similar statute is filed by or against either Party and is not vacated within ten (10) days after it is filed.

b. Termination for Breach. Either Party may terminate this Agreement at any time for substantial breach of any of the material provisions hereof upon sixty (60) days prior written notice to the other, provided that if alleged breach is disputed by the breaching Party, the non-breaching Party may only

terminate this Agreement upon completion of the foregoing procedure following the passing of the sixty (60) days prior written notice as set forth above:

(i) the non-breaching Party shall provide a written termination notice to the breaching Party with written notice describing in reasonable detail the alleged breach ("Termination Notice");

(ii) if within sixty (60) days of such Termination Notice the Parties do not agree that the alleged breach has been resolved, the matter shall be referred to the Steering Committee for resolution;

(iii) if within ninety (90) days of the Termination Notice the Steering Committee does not come to agreement that the alleged breach has been resolved, the matter shall be referred to the Parties' Chief Executive Officers (or their designees);

(iv) if within one hundred twenty (120) days of the Termination Notice to the Parties' Chief Executive Officers (or their designees) do not agree that the alleged breach has been resolved, either Party may refer to the matter to arbitration as set forth in Section 17(b);

(v) if the arbitrator determines that the alleged breach has not been cured, the non-breaching Party may terminate this Agreement with notice to the other Party, provided that such termination shall only be effective if (i) the breaching Party has not cured such breach within sixty (60) days of the determination by the arbitrator, and (ii) the breaching Party has not paid to the non-breaching Party any damages arising from such breach as determined by the arbitrator.

c. **Termination for Change of Control; Treatment of Warrants After a Change of Control**. QTX may terminate this Agreement with notice to STRATEC in the event that there is a change of control at QTX or the sale of substantially all of QTX's assets or business, not including a reincorporation or additional round of equity financing by existing or new investors ("Change of Control"). In the event of a termination by QTX pursuant to Section 2.6 c., the

Cash Payments and the Equity Compensation shall be deemed vested and earned as if the Milestone following the currently applicable Milestone had been completely satisfied. In the event that after a Change of Control, this Agreement is assumed and continues in effect, then no further Warrants shall be issued to STRATEC and in lieu thereof, QTX or its successor shall pay to STRATEC an amount in cash equal to the number of shares of Series A-3 Preferred Stock to be issued under such Warrants then earned multiplied by the purchase price of the Series A-3 Preferred Stock paid for by the acquirer in such Change of Control including any other consideration provided to QTX.

d. **Termination for Failure to Agree on Final Pricing**. The Parties acknowledge and agree that final pricing for the Instruments manufactured and supplied will be finalized and agreed upon within forty-five (45) days following the Effective Date. If the Parties are unable to agree on final pricing during such forty-five (45)) day period and (i) the Specifications for Instruments as they exist on the Effective Date are not materially revised by the Parties during such forty-five(45) day period, and (ii) the pricing proposed by STRATEC exceeds $[***], then QTX shall have the right to terminate this Agreement with notice to STRATEC. If the Parties are unable to agree on final pricing during such forty-five(45) day period and the Specifications for Instruments as they exist on the Effective Date are materially revised by the Parties during such forty-five(45) day period then, the pricing dispute shall be submitted to the Steering Committee for resolution. If, despite using its best efforts, the Steering Committee is unable to resolve the pricing dispute within thirty (30) days, then the pricing dispute shall be resolved in accordance with the dispute resolution procedures set forth in Section 7.14. The Parties agree that the price of $[***] for LSR Instrument and the respective prices for LSR Prototypes ([***]% of LSR Instrument transfer price) and LSR Validation Instrument ([***]% of LSR Validation Instrument price) shall be based on the precondition and assumption that the PDR shall be based on the following: [***].

e. **Effects of Termination**.

(i) Upon any termination of this Agreement, STRATEC shall promptly deliver to QTX any in-process Instruments and provide QTX with reasonable technical assistance not to exceed ten (10) hours of consulting services to transition the Development Services to QTX.

(ii) In the event of a termination of this Agreement by QTX pursuant to Section 2.6(a) (i.e., STRATEC insolvency) or 2.6(b) (i.e., STRATEC material breach) following the completion of Milestone 2 (i.e., completion of Phase 2, including delivery of breadboard instruments and delivery of first LSR Instrument Prototype), STRATEC hereby grants to QTX a limited, non-exclusive, royalty free license to (a) access STRATEC's software libraries in object code form only, and (b) practice other STRATEC Intellectual Property Rights that are embodied in the Instrument at the time of the termination, in each case solely for the purposes of completing the agreed upon development (by QTX or with a

Third Party) of the Instruments solely as described in the PDR and PSD. The foregoing limited license applies only with respect to the Instruments as described in the PDR and PSD and not to any other products (including successor products) and does not grant QTX any rights to (1) any source code of STRATEC, (2) to provide any direct competitor of STRATEC with any of STRATEC's proprietary software libraries or STRATEC Intellectual Property Rights, or (3) to make any improvements, modifications or derivatives. Any improvements, modifications or derivatives

conceived by QTX or any third party shall l be solely owned by STRATEC and QTX hereby agrees to transfer or have transferred such rights to STRATEC.

f. Either Party may terminate this Agreement in the event the parties fail to sign and execute a Supply Agreement consistent with the key terms as set forth in Exhibit 4 with or without a price for the Instruments no later than forty-five (45) days after signing this Agreement. Any disagreement on pricing for the Instruments shall be handled pursuant to Section 2.6 d. above.

SECTION 3

PROTOTYPE INSTRUMENTS AND VALIDATION INSTRUMENTS

3.1 Procurement of Instrument units under this Development Agreement.

During the execution of this Agreement STRATEC shall provide QTX with:

- Up to ten (10) LSR Prototypes may be purchased by QTX at a transfer price of US$[***] ($[***]) per unit. Two of these Instrument Prototype units shall be QTX's property but remain at STRATEC until the end of the development program. The total number of Instrument Prototypes to be ordered shall be mutually agreed upon no later than at the end of Phase 1.

- Up to fifteen (15) LSR Validation Instruments (validation units in STRATEC's terminology at a transfer price of US Dollars [***] ($[***]) per Instrument unit). Five (5) of these LSR Validation Instruments shall be QTX's property but remain at STRATEC until the end of the development program. The total number of LSR Validation Instruments to be ordered shall be mutually agreed upon no later than at the end of Phase 1.

- Up to ten IVD Validation Instruments, five of these IVD Validation Instruments units shall be QTX's property but remain at STRATEC until the end of the development program at a transfer price of US Dollars [***] ([***]) per Instrument unit.

- The parties will use reasonable efforts to implement a cost reduction program which may reduce the transfer prices set forth above.

- QTX may request delivery of reasonable quantities of additional LSR Prototype, LSR Validation Instruments at a transfer price of US Dollars [***] ($[***])per Instrument unit. STRATEC shall not unreasonably withhold its consent to such request. The parties shall reasonably negotiate any price changes based on changes in STRATEC's costs for the additional instruments.

For the sake of clarity: The transfer price of LSR Prototype and LSR Validation units includes spare parts, service and support supplied by STRATEC.

3.2 Manufacturing and Supply Agreement. Both Parties shall sign, either concurrently with this Development Agreement or no later than forty-five (45) days thereafter, the Supply Agreement which includes terms substantially identical to those attached hereto as Exhibit 4, which shall not become effective until such time as Milestone 1, as defined in this Agreement, is completed. The price of the IVD and LSR Instrument may be negotiated and agreed upon in a separate agreement or related attachment to such Supply Agreement.

SECTION 4

PROPRIETARY RIGHTS, OWNERSHIP

4.1 IP Rights Relating to Existing Components.

a. The Pre-Existing QTX Technology shall remain the sole property of QTX. QTX hereby grants STRATEC a non-exclusive, non-transferable, non-sublicenseable, royalty-free license, during the term of this Agreement, to use the Pre-Existing QTX Technology solely to the extent necessary to develop and manufacture Instrument in accordance with the terms and conditions of this Agreement.

b. The Pre-Existing STRATEC Technology shall remain the sole property of STRATEC, subject to the limited rights of use granted to QTX by this Agreement.

4.2 IP Rights Relating to New Technology.

a. Any developments made by either Party or both Parties during the term and within the scope of this Agreement that are based on, derived from, or are improvements to Pre-Existing STRATEC Technology shall be property of STRATEC.

b. Any developments made by either Party or both Parties during the term and within the scope of this Agreement that are based on, derived from, or are improvements to Pre-Existing QTX Technology shall be property of QTX.

c. Any developments made by either Party or both Parties during the term and within the scope of this Agreement that are based on, derived from, or are improvements to both the Pre-Existing QTX Technology and the Pre-Existing STRATEC Technology ("Joint Developments") shall be owned by STRATEC. STRATEC hereby grants QTX a non-exclusive, worldwide, sublicenseable, royalty-free, perpetual, irrevocable license under the Joint Developments to develop and commercialize products and services.

d. STRATC will solely own all New STRATEC Technology. QTX hereby assigns and will assign to STRATC all ownership and interest in the New STRATEC Technology.

e. QTX will solely own all New QTX Technology. STRATEC hereby assigns and will assign to QTX all ownership and interest in the New QTX Technology.

f. STRATEC shall exclusively develop the Instrument as specified in the PDR for QTX accordance with the Project Parameters and to the extent any New STRATEC Technology or Pre-Existing STRATEC Technology is incorporated into any Instrument delivered hereunder, STRATEC hereby grants QTX the non-exclusive right to sell, directly or indirectly, and QTX's customers to use, the Instruments.

4.3 **Invention Disclosure, Patent Prosecution**. The Parties to this Agreement shall make a complete and prompt written disclosure to each other specifically detailing the features and concepts of any and all ideas, designs, discoveries, inventions, improvements, and, in general, all things encompassed within the Intellectual Property Rights as outlined in Section 4.2 above and identifiable as such that are conceived or first actually reduced to practice, solely or jointly by the Parties hereto and/or persons working under the Parties direction and/or persons employed or retained by the Parties during the term of and in performance of service under this Agreement. Each Party agrees to execute any and all documents reasonably requested by the other Party to perfect and enforce such other Party's rights in such New Technology pursuant to this Section 4. Each Party agrees that all employees and contractors performing any work for or on behalf of a Party shall have entered into appropriate assignment of inventions and confidentiality agreements that assign all such employees and contractors interest in or to any inventions or Intellectual Property Rights developed hereunder to such Party, unless local laws (i.e. German laws on employee inventions - Arbeitnehmererfindungsgesetz) provide for such invention assignments.

4.4 **Enforcement**. STRATEC shall have the power and discretion to enforce and exploit any of Pre-Existing STRATEC Technology and New STRATEC Technology against Third Parties by civil lawsuit or licensing, and QTX shall have the power and discretion to enforce and exploit any of Pre-Existing QTX Technology and New QTX Technology against Third Parties by civil lawsuit or licensing. Each Party shall cooperate and assist the other Party as reasonably requested in any legal action to enforce such rights. All costs of any such legal action, including any reasonable charges and expenses, shall be borne by the requesting Party and any monetary relief granted as a result of such legal action shall accrue to the requesting Party.

SECTION 5

CONFIDENTIALITY

5.1 **Confidential Information**. Prior to the execution of this Agreement STRATEC and QTX may have entered into a confidentiality agreement. The Parties hereby agree that the following terms of Section 5 and this Agreement shall hereby replace all the terms of any prior confidentiality agreements, if any.

5.2 **Definition and Exceptions**. "Proprietary Information" includes, but is not limited to, any information, data or other material of a Party hereto, regardless of form, whether oral or written, relating to, referring to, or evidencing any technology, processes, designs, patent applications, computer programs, supplier or customer lists, or any other financial or business information of one Party, provided, however, the term "Proprietary Information" does not include any such information, data or other material if the same is:

a. In the public domain or later enters the public domain other than through breach of this Agreement by its recipient;

b. Known to the other Party at the time of receipt as can be proved by the other Party by a written document dated prior to such time of receipt;

c. Publicly disclosed by a Third Party, with the prior written approval of the first Party, who received such information from the first Party;

d. Was independently developed by a the receiving Party without reference or knowledge of any Proprietary Information; or

e. Known to the other Party lawfully from a source other than the first Party as can be proved by the other Party by a written document.

5.3 **Obligations**. Each Party shall keep in strict confidence any and all Proprietary Information and not directly or indirectly disclose it or make it available for any purpose to any person or entity other than its personnel who legitimately need to have the Proprietary Information for purposes directly related and necessary to its performance under this Agreement. Each Party shall use such information only for the purpose of performing hereunder and shall reproduce such Proprietary Information only as approved in writing by the other Party and only to extent necessary for such purpose. Each Party represents and warrants that personnel employed by each Party that are working on this project have entered into general Confidentiality Agreements with their respective employers. QTX may not decompile, disassemble or otherwise attempt to derive the source code for the software provided by STRATEC unless agreed otherwise in this Agreement.

5.4 **Equitable Relief**. The Parties agree that in the event of any breach by one Party of any of its obligations hereunder, the other Party will suffer irreparable harm and that monetary damages will be inadequate to compensate such Party for such breach. Accordingly, each Party agrees that the other will, in addition to any other remedies available to it at law or in equity, be entitled to preliminary and permanent injunctive relief to enforce any such breach of the terms of this Section 5.

5.5 **Tangible Embodiments**. All Proprietary Information, including copies thereof, shall remain the property of originator and, except as specified in this Agreement, shall be immediately returned to originator (and not used for any purposes) upon request therefor or upon any termination of this Agreement, provided that one copy may be retained for legal purposes only. Each Party further agrees that all of its obligations undertaken pursuant to this Section 5 shall survive and continue after termination of this Agreement for any reason.

5.6 **Authorized Disclosure**. Each Party may disclose Proprietary Information belonging to the other Party only to the extent such disclosure is reasonably necessary in the following instances:

a. regulatory filings;

b. complying with applicable laws (including, without limitation, the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance; and

c. disclosure, solely on a "need to know basis", to Affiliates, potential and future collaborators, permitted acquirers or assignees, investment bankers, investors, lenders, and each of the Parties' respective directors, employees, contractors and agents, each of whom prior to disclosure must be bound by written obligations of confidentiality and non-use no less restrictive than the obligations set forth in this Section 5; *provided, however*, that the receiving Party shall remain responsible for any failure by any person who receives Proprietary Information pursuant to this Section 5.6(c) to treat such Confidential Information as required under this Section 5.

If and whenever any Confidential Information is disclosed in accordance with this Section 5.6, such disclosure shall not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement). Except in the case of any disclosure made pursuant to Section 5.6(c), the receiving Party shall notify the disclosing Party of the receiving Party's intent to make such disclosure pursuant to this Section 5.6 sufficiently prior to making such disclosure so as to allow the disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

5.7 **Terms of this Agreement**. The Parties acknowledge that the terms of this Agreement shall be treated as Confidential Information of both Parties, and the Specifications and Project Parameters are Confidential Information of both Parties.

SECTION 6

WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

6.1 **STRATEC Warranty and Representations**.

a. STRATEC guarantees good workmanship in accordance with generally accepted professional standards (e.g. 21 CFR Part 820). STRATEC further guarantees that all Development Services to be performed under this Agreement will be performed in a sound and accepted industry standards compliant manner.

b. In performing the Development Services, [***].

c. STRATEC represents, warrants and covenants that is [***].

Except for the warranties contain in this Agreement, **NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

6.2 **Indemnification**

a. **Indemnification by STRATEC**. STRATEC shall indemnify, defend and hold harmless QTX, its Affiliates, and its respective employees, contractors and agents, from and against any liability, damage, loss, cost or expense (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "Losses"), (A) to the extent they arise out of or result from any Third Party claims or suits made or brought against QTX to the extent such Losses arise out of or relate to STRATEC's gross negligence, recklessness or willful and wanton conduct causing physical property damage, bodily harm or death; or (ii) that arise out of a Third Party lawsuit or other legal action alleging infringement or misappropriation of (A) any patents published or validly in existence as of the Effective Date issued in the U.S. (excluding any software patent claims not considered patentable outside the U.S.), by the

European Patent Office, or the German Patent Office, (B) copyright, or (iii) trade secret of any Third Party, related to STRATEC deliverables under this Agreement. The foregoing indemnification obligations shall not apply to the extent that any Losses are the result of (1) QTX's breach, gross negligence, recklessness or willful and wanton conduct, (2) instructions, information, designs or other materials furnished by QTX to STRATEC hereunder, (3) QTX's continuing the allegedly infringing activity after or after being informed and provided with modifications that would have avoided the alleged infringement. Stratec shall have sole control over the defense of the claim and any negotiation

for its settlement or compromise; provided, however, that QTX may, at its expense, employ separate counsel to monitor (but not control) the defense and settlement of any claim. STRATEC's indemnity obligation under this Section shall not extend to claims to the extent based on: (x) an unauthorized modification of the Instrument or its included software made by QTX where the software or Instrument without such modification would not be infringing, (y) QTX's technical contribution during the course of development under this Agreement ("Technical Contribution") where the Instrument or software without such QTX's Technical Contribution would not be infringing; or (z) QTX's use of superseded or altered version of any Instrument or software if the infringement would have been avoided by the use of subsequently revised software or Instrument and provided such new software has been provided to QTX

b. **Indemnification by QTX**. QTX shall indemnify, defend and hold harmless STRATEC, its Affiliates, and its respective employees, contractors and agents, from and against any Losses (i) to the extent they arise out of or result from: any Third Party claims or suits made or brought against STRATEC to the extent such Losses arise out of or relate to QTX's gross negligence, recklessness or willful and wanton conduct or (ii) that are awarded against STRATEC by a court of competent jurisdiction pursuant to a final judgment in favor of the owner of (A) any published patents issued in the U.S. (excluding any software patent claims not considered patentable outside the U.S.), by the European Patent Office, or the German Patent Office, (B) copyright, or (C) trade secret of any Third Party, all published or validly in existence as of the Effective Date, as a direct result of any claim of infringement of any such patent, copyright, or misappropriation of any trade secret related to the QTX's deliverables, Pre-Existing QTX Technology or other materials provided to STRATEC under this Agreement. The foregoing indemnification obligations shall not apply to the extent that any Losses are the result of STRATEC's breach, gross negligence, recklessness or willful and wanton conduct.

c. **Conditions to Indemnification**. The indemnities set forth in this Section 6.2 are conditioned upon the indemnified Party's obligations to: (i) advise the indemnifying Party of any claim or suit, in writing, promptly after the indemnified Party has received notice of such claim or suit; *provided*, that failure or delay in giving such notice shall not reduce or eliminate the indemnifying Party's obligations hereunder unless and to the extent that the indemnifying Party is actually prejudiced by such failure or delay; (ii) assist the indemnifying Party and its representatives (at the indemnifying Party's expense) in the investigation and defense of any claim and/or suit for which indemnification is provided; and (iii) use commercially reasonable efforts to mitigate all Losses. Neither Party shall be required to indemnify the other Party for any settlement of a claim or suit entered into without the prior written approval of the indemnifying Party, which shall not be unreasonably withheld.

d. **Infringement Remedies**. [***].

6.3 **Limitation of Liability**.

OTHER THAN WITH RESPECT TO A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS OR A BREACH OF THE SCOPE OF THE LICENSE'S GRANTS PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR REVENUES) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STRICT INSTRUMENT LIABILITY, INDEMNIFICATION, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER RELATING TO, ARISING FROM OR OUT OF A BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE AMOUNTS DUE FOR THE PURCHASE OF INSTRUMENTS AND PAYMENT FOR DEVELOPMENT SERVICES UNDER THIS AGREEMENT OR [***] U.S. DOLLARS (US$[***]) WHICHEVER IS HIGHER, PROVIDED THAT SUCH LIMITATION SHALL NOT APPLY TO (AND SHALL EXCLUDE DAMAGES PAID IN RESPECT OF) (I) ANY BREACH HEREUNDER RELATING TO, ARISING FROM OR OUT OF THE OWNERSHIP OR USE OF INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION IN CONTRAVENTION OF THIS AGREEMENT OR (II) THE PAYMENT OF ANY CONTRACTUAL CONSIDERATION HEREUNDER.

THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 6.3 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

SECTION 7

MISCELLANEOUS PROVISIONS

7.1 **Rights of Inspection**. STRATEC shall make its facilities and all records relating to the Development Services available to the FDA or other regulatory authorities, and shall notify QTX immediately if the FDA or any other regulatory authority begins or schedules an inspection of STRATEC's records, facilities, or manufacturing processes related to the Development Services. QTX shall have the right, during normal business hours and at reasonable intervals, [***]. QTX shall provide reasonable prior written notice of at least [***] business days to STRATEC of the time and date of each such visit. STRATEC shall use its best efforts to permit and enable QTX to have access, during normal business hours and with reasonable advance notice, to STRATEC approved agents and subcontractors, including their facilities and records, retained by STRATEC for the purposes hereof.

7.2 **Independent Contractors**. The Parties are, act, and shall act at all times as independent contractors in carrying out their respective obligations under this Agreement and nothing

contained herein shall be construed, deemed or interpreted otherwise. In performing hereunder, neither Party is an agent, employee, employer, joint venturer or partner of the other Party. Neither Party shall enter into or incur, or hold itself out to any Third Party as having the authority to enter into or incur, on behalf of the other Party, any contractual expenses, liabilities or obligations whatsoever.

7.3 **Notices**. Any notice required or permitted by this Agreement shall be in writing. Notice to a Party shall be deemed to have been given if and when delivered by either Party to the other in person or if and when mailed by registered or certified mail or by an internationally recognized overnight courier to the address shown below, or at such other address as each Party instead may from time to time designate in writing to the other Party.

If to QTX:

Quanterix Corporation
One Kendall Square, Suite B14201
Cambridge, MA 02139

Attention: Chief Executive Officer
With a Copy to:
Goodwin Procter LLP
53 State Street
Boston, Massachusetts 02109
Attn: Mitchell S. Bloom

If to STRATEC:

STRATEC Biomedical Systems AG
Gewerbestrasse 37
D-75217 Birkenfeld
Germany
Attention: Vorstand / Board of Management
With a Copy to: Rechtsabteilung / Law and Patents

7.4 **Adverse Information**. The Parties hereto warrant that if either one develops or discovers adverse information regarding the development of the Instrument the other Party will be notified immediately.

7.5 **Noninterference**. Both Parties represent and warrant that no provision of this Agreement is in any way in conflict with or impairs performance of any present contractual obligation to any Third Party and neither Party nor any persons employed by a Party or who assists Party in this project will assume any obligation or restriction which will conflict with or prevent them from performing any of the services called for by this Agreement.

7.6 **Assignments, Succession and Waivers**. Except where the assignee is a successor in business or an Affiliate, this Agreement or any part thereof shall not be assignable, and any attempted assignment shall be null and void, without first obtaining the express written consent

of the other Party, provided, however, that either Party may assign this Agreement to an Affiliate, in connection with a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Agreement relates without the prior consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assignees. No express waiver or any prior breach of this Agreement shall constitute a waiver of any subsequent breach hereof and no waiver shall be implied.

7.7 **Force Majeure**. Neither Party shall be liable in damages for, nor shall this Agreement be terminable or cancelable by reason of, any delay or default in such Party's performance hereunder if such default or delay is caused by events beyond such Party's reasonable control including, but not limited to, acts of God, acts of terrorism or other attacks launched as acts of war against the United Kingdom, Germany or Switzerland or any other relevant country regulation or law or other action of any government or agency thereof, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances, or epidemic. Each Party agrees to use its best efforts to resume its performance hereunder if such performance is delayed or interrupted by reason of such forces majeure as listed above

7.8 **Integration**. This Agreement and the Supply Agreement executed concurrently with this Agreement express the entire understanding between QTX and STRATEC with respect to the subject matter addressed and merge all prior oral discussions or written correspondence between them. This Agreement and the Supply Agreement shall be read and interpreted together. The Project Proposal attached as Exhibit 1 is attached only for reference as to the state of the instrument design and the preliminary work allocation between the Parties as of the Effective Date of this Agreement, and the commercial terms set forth in the Project Proposal are superseded in their entirety by this Agreement. No notification, extension, or waiver of this Agreement or any provision hereof shall be binding unless agreed to in writing by the Parties.

7.9 **Publication**. Neither Party shall disclose the existence of this Agreement or the contents thereof to the public or any Third Parties without the prior written consent of the other Party. However, either Party shall have the right to disclose information, including, if applicable, the Agreement or the contents thereof, only as necessary to meet its legal obligations. Unless required by law, the Parties hereto shall use their best effort to reach agreement on the contents and the scheduling of the public disclosure of any such information. QTX

7.10 **Governing Law**. The present Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement in good faith through an amicable settlement.

7.11 **Legal Counsel**. Each Party is a sophisticated business entity which has involved legal counsel of its own choosing in the drafting, negotiating and concluding of this Agreement and any presumption in statutory or common law against the drafter of any particular provision

herein, or against the drafter of this Agreement as a whole, shall be of no effect whatsoever and each Party covenants to, and shall, refrain from asserting or relying upon any such presumption.

7.12 **Severability**. If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, it is the intention of the Parties that the validity and enforceability of the remaining provisions hereof shall not be affected by such holding.

7.13 **Non-Waiver**. Failure of either Party hereto to insist on strict performance shall not constitute a waiver of any of the provisions of this Agreement or waiver of any future default of STRATEC.

7.14 **Dispute Resolution; Arbitration**.

a. In the event that any dispute, controversy or claim between the Parties arising out of, relating to or in connection with this Agreement, including, without limitation, any dispute regarding validity or termination, or performance or breach thereof, is not resolved within fifteen (15) days by the negotiations of the Steering Committee, either Party may refer such dispute, controversy or claim to the Chief Executive Officer of STRATEC and the Chief Executive Officer of QTX, or their designee, who shall, as soon as practicable, attempt in good faith to resolve the dispute, controversy or claim.

b. In the event the Parties' Chief Executive Officers (or designees) are not able to resolve such dispute within fifteen (15) days, either Party may at any time after such thirty (30) day period submit such dispute to be finally resolved by arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association pursuant to its *Expedited Procedures* in effect at the time, except as they may be modified herein or by agreement of the Parties. The arbitration will be held in San Francisco, California, before a single arbitrator knowledgeable in diagnostic device development and supply arrangements. The arbitration must commence within fifteen (15) days of the date on which a written demand for arbitration is filed by either Party. Prompt resolution of any dispute is important to both Parties, and the Parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrator is instructed and directed to assume case management initiative and control over the arbitration process (including, without limitation, scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute. The arbitrator will have the power to order the production of documents by each Party and any Third Party witnesses; however, the arbitrator will not have the power to order the taking of depositions, the answering of interrogatories or the responses to requests for admission. The arbitrator will not have power to award damages that are specifically excluded under this Agreement, and each Party hereby irrevocably waives any claim to such damages. The Parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided below. The arbitrator may in his or her discretion assess costs and expenses (including the reasonable legal fees and expenses of the

prevailing Party) against any Party to a proceeding. Any Party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other Party in enforcing the award.

The arbitration proceedings shall be conducted in the English language. All submissions to the arbitrator and any ruling or award shall be made in English and be treated as Confidential Information. Any award of the arbitrator shall be final and binding upon the Parties, their successors and permitted assigns and all other Parties to this Agreement, their successors and permitted assigns. The Arbitration Parties waive to the fullest extent permitted by law any rights to appeal to, or to seek review of such award by, any court or tribunal. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing to the contrary, In the case of temporary or preliminary injunctive relief related to the ownership or dispute directly related

to Intellectual Property Rights or Confidential Information, any Party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm.

7.15 **Headings**. All Sections and paragraph captions or titles are intended only for reference purposes and are without contractual significance or effect.

7.16 **Survivability**. Sections shall survive termination of this Agreement regardless of reason for termination.

7.17 **Injunctive Relief**. The Parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any such action to construe this provision, the prevailing Party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorney's fees.

7.18 **Counterparts**. This Agreement may be executed in one or more copies, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument; however, this Agreement shall have no force or effect until executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date as stated on the first page of this Agreement:

QUANTERIX CORPORATION	**STRATEC BIOMEDICAL SYSTEMS AG**
By: /s/ Martin Madaus	By: /s/ Marcus Wolfinger
Name: Martin Madaus	Name: Wolfinger
Title: President	Title: CEO

Signature Page to STRATEC Development Services and Equity Participation Agreement

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

LIST OF EXHIBITS

EXHIBIT 1	Proposed Project Parameters
	B1-1: Preliminary Product Design Requirements (PDR) document.
	B1-2: Preliminary Reliability Program Plan
	B1-3: Project Planning Documents (including the Project Schedule)
	B1-4: Project Proposal
	B1-5: Preliminary Acceptance Criteria (Breadboards, Prototypes, Validation System, IVD Instrument)
	B1-5B: Shipping Criteria
	B1-6: Joint Development Agreement
EXHIBIT 2	Core team members and Steering Committee members
EXHIBIT 3	STRATEC's Change Control SOPs
EXHIBIT 4	Preliminary Supply Agreement Terms
EXHIBIT 5	Terms of Series A-3 Preferred Stock
EXHIBIT 6	Form of Warrant

EXHIBIT 1

Proposed Project Parameters

B1-1: Preliminary Product Design Requirements (PDR) document.

B1-2: Preliminary Reliability Program Plan

B1-3: Project Planning Documents (including Project Schedule)

B1-4: Project Proposal

B1-5: Preliminary Acceptance Criteria (Breadboards, Prototypes, Validation System, IVD Instrument)

B1-5B: Shipping Criteria

B1-6: Joint Development Agreement

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

EXHIBIT 1 (continued)

B1-6: Joint Development Agreement

JOINT DEVELOPMENT AGREEMENT (Summary)

Summary of the Agreement for Recording in the United States Patent and Trademark Office

Parties: STRATEC Biomedical Systems AG, having its principal place of business at Gewerbestrasse 37, D-75217 Birkenfeld-Graefenhausen, Germany and Quanterix Corporation, with its principal place of business at One Kendall Square, Suite B14201, Cambridge, MA 02139

Development Scientists:

Effective Date: August 15, 2011

[Amended on:]

Description of Joint Development Agreement ("Agreement"):

Purpose: The Parties have entered into a joint development agreement for the purpose of conducting experimental work relating to the feasibility, development, design, testing and implementation of an instrument to practice Quanterix's single molecule array technology. This Agreement is entered into by the Parties pursuant to 35 U.S.C. 103 (c), and the Parties wish to avail themselves of the protections of the Cooperative Research and Technology Enhancement ("CREATE") Act, P.L.108-453 for the work conducted by them within the scope of the Program, provided that neither Party shall invoke the CREATE Act without obtaining the prior written consent of the other Party.

Field of Research: The Agreement covers collaboration among the Parties in the field of single molecule analysis and associated instruments, including diagnostics.

Term: The term of this Agreement is as described in Section 2.6 of this Agreement.

Focus: Sharing and use of information pursuant to a collaborative research program in the Field of Research described above during the term of the Agreement. Patent prosecution and enforcement provisions relating to inventions that include related subject matter.

New Parties: New Parties will not be added.

Changes: This summary may be amended from time to time to reflect changes in the Field of Research, if any.

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

EXHIBIT 2

Core Team Members and Steering Committee Personnel

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

EXHIBIT 3

STRATEC's Change Control SOPs

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

EXHIBIT 4

Supply Agreement Terms

1. Exclusive Production and Supply Relationship. Pursuant to the Supply Agreement, STRATEC shall manufacture and supply Instruments to QTX. STRATEC shall not sell Instruments to any party other than QTX. QTX shall place binding orders, purchase and pay for such Instrument to and with STRATEC as set forth in the Supply Agreement. Subject to STRATEC's ability to meet QTX's demand for Instruments as set forth in forecasts and purchase orders issued by QTX, QTX shall exclusively purchase Instruments solely from STRATEC and QTX shall not manufacture itself or have manufactured or purchase Instruments from any party other than STRATEC.

2. Pricing. The price of the LSR Production Instruments shall be [***] U.S. Dollars (US$ [***].-) per unit and the price for the IVD Production Instrument shall be [***] U.S. Dollars (US$ [***].-) per unit, subject to the provisions of Section 2.6 c. of the Development Agreement.

The Parties agree that the price of $[***] for LSR Instrument and the respective prices for LSR Prototypes ([***]% of LSR Instrument transfer price) and LSR Validation Instrument ([***]% of LSR Validation Instrument price) shall be based on the precondition and assumption that the PDR (in Development Agreement) shall be based on the following: [***].

If any of the Parties conclude that the details of the PDR need to be amended or are technically or economically not feasible than both Parties agree to a price discussion as set forth in Section 2.6 d. of the Development Agreement.

3. Minimum Purchase Commitment. Subject to the completion of Milestone 5 , as determined by the provisions of the Development Agreement with regard to the LSR Production Instruments pursuant to the Development Agreement, QTX agrees to exclusively purchase from STRATEC during the first seven (7) years after the delivery and final acceptance of the first LSR Validation Instrument a minimum quantity of [***] units of the Instruments.

4. Regulatory Compliance. Pursuant to the Supply Agreement, STRATEC shall manufacture Production Instruments in compliance with the applicable requirements of the various regulatory agencies and standards in [***] that will be described in the Supply Agreement Should Instrument modifications be required in order to maintain such compliance and obtain and maintain any required certifications by independent third party certification authorities in [***], QTX shall be liable for any such additional expenses, except to the extent such expenses are due to STRATEC's negligence.

5. Installation of Instruments. Installation of the purchased Instruments with Customers shall be performed by QTX or its Affiliates or distributors at their expense

6. Payment. STRATEC shall invoice QTX for each Production Instrument and Instruments upon EXW shipment of the Instrument in accordance with the Supply Agreement. All

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

STRATEC invoices that are not the subject of a good faith dispute shall be paid by QTX within thirty (30) days of the date of STRATEC's invoice.

7. Instrument Support. Under the Support Agreement, QTX shall provide its Customers in the Territory with installation, service and maintenance for Instruments at its own expense and responsibility. QTX shall provide first level and second level service support. STRATEC shall provide third level support. The Supply Agreement will include appropriate definitions of first, second and third level support.

8. Term. The term of the Supply Agreement shall run until the Supply Agreement is terminated.

9. Termination for Material Breach. Either Party may terminate the Supply Agreement at any time for substantial breach of any of the material provisions of the Supply Agreement upon sixty (60) days prior written notice to the other Party. The breaching Party shall have a sixty (60) day period to cure the breach or default in accordance with the Supply Agreement. A second attempt by the breaching Party to cure such substantial or material breach is allowed, provided, however, that the duration of such second attempt shall not exceed twenty (20) business days. Otherwise, if such breach or default is not cured within this total time, the non-breaching Party may terminate the Supply Agreement immediately upon written notice to the other Party.

Other Termination. In addition to each Party's right to terminate the Supply Agreement for the other's bankruptcy or uncured material breach, QTX will have the right to terminate the Supply Agreement upon a change of control at QTX or the sale of substantially all of QTX's assets or business ("Change of Control"). If QTX terminates the Supply Agreement following a Change of Control, or for any other reason other than an uncured breach by STRATEC of the Agreement or bankruptcy of STRATEC, then QTX shall pay as consideration to STRATEC as follows:

	Supply Termination	
Instrument Units Shipped at Effective Time of Termination	**Warrant Consideration (as defined in the Development Agreement)**	**Cash Consideration**
[***]		[***]
[***]	[***]	[***]
[***]	[***]	[***]

Termination Costs shall include [***].

10. Limited Instrument Parts Warranty. Subject to customary exclusions and limitations STRATEC represents and warrants to QTX that the Instruments sold hereunder [***].

11. Rolling Forecast. No later than one hundred eighty (180) days prior to the intended supply of the first Production Instrument, QTX shall provide STRATEC with QTX's initial forecast for the twelve (12) month period commencing with the intended supply of the first Production Instrument. During the first two working days of each calendar quarter following the submission of the initial forecast, such quarter to begin on the first day of January, April, July and October, QTX shall provide STRATEC with a regular rolling forecast for the 12 month period following the quarter in which the regular rolling forecast is submitted. Each forecast shall include the anticipated number of Production Instruments and the desired delivery dates. QTX warrants that such forecasts shall have been prepared in good faith in order to facilitate STRATEC's timely manufacture according to the terms of the Supply Agreement.

The number of Production Instruments included in the first quarter of each regular rolling forecast shall be deemed to have been ordered by QTX on a binding basis (Firm Purchase Order). The number of Production Instruments included in the second quarter of each regular rolling forecast shall be deemed to be a commitment to order at —20%/+20% of those Production Instruments (by including them in the first quarter of the next rolling forecast). The number of Production Instruments included in the third and fourth quarter of each regular rolling forecast shall be non-binding on either party and will be provided for planning purposes only.

EXHIBIT 5

Series A-3 Terms

SUMMARY OF TERMS FOR SERIES A-3 CONVERTIBLE PREFERRED STOCK OF QUANTERIX, INC.

Issuer:	Quanterix, Inc. a Delaware corporation (the "Company")
Type of Security:	Series A-3 Convertible Preferred Stock ("Series A-3 Preferred Stock").
Number of Shares; Purchase Price Per Share:	Up to 2,000,000 shares of Series A-3 Preferred Stock shall be issued upon exercise of warrants issued to Stratec Biomedical AG ("Stratec") in accordance with the terms of that certain Development Agreement by and between the Company and Stratec. The warrants shall have an exercise price of $.001 per share of Series A-3 Preferred Stock. The total number of shares of Series A-3 Preferred Stock issued to Stratec upon exercise of the warrants shall not be less than [***] of the fully diluted capital stock of the Company after giving effect to the proposed Series B Preferred Stock financing of the Company. In the

event that after giving effect to the proposed Series B Preferred Stock financing, the aggregate number of shares of Series A-3 Preferred Stock is less than [***] of the fully diluted capital stock of the Company, then the Company shall adjust the number of shares to be issued upon exercise of the warrants accordingly. It is acknowledged that this is a one time adjustment and there shall be no further adjustment to the number of shares of Series A-3 Preferred Stock as a result of future equity issuance by the Company.

Liquidation Value: Series A-3 Preferred Stock shall have a liquidation value of $2.00 per share (the "Series A-3 Original Purchase Price").

Rights, Preferences, Privileges and Restrictions of SeriesA Stock:

(1) Dividend Provisions. The holders of the Series A-3 Preferred Stock shall participate in all dividends paid to the Common Stock on an as if converted basis.

(2) Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Company, the holders of Series A-3 Preferred Stock will be entitled to receive for each share of Series A-3 Preferred Stock held, in preference to the holders of any other class of capital stock, the greater of (i) an

amount equal to the Series A-3 Original Purchase Price, plus all declared but unpaid dividends or (ii) the amount that would be received if the Series A-3 Preferred Stock had been converted into Common Stock immediately prior to such liquidation event. A consolidation or merger of the Company or sale of all or substantially all of its assets or stock will be regarded as a liquidation, dissolution or winding up for purposes of the liquidation preferences. The Series A-3 Preferred Stock shall be *parri passu* with the existing Series A-1 and A-2 Preferred Stock of the Company.

(3) Conversion rate: The number of shares of Common Stock into which each share of Series A-3 Preferred Stock may be converted will be determined by dividing (i) the Series A-3 Original Purchase Price by (ii) the Conversion Price. The initial "Conversion Price" equals the Series A-3 Original Purchase Price.

(4) Optional Conversion. The holders of Series A-3 Preferred Stock shall have the right to convert the Series A-3 Preferred Stock, at the option of the holder, at any time, into shares of Common Stock.

(5) Automatic Conversion. The Series A-3 Preferred Stock shall automatically be converted into Common Stock at the then applicable conversion rate in the event of either (i) the closing of an underwritten initial public offering after which the Common Stock is listed on the New York Stock Exchange or the NASDAQ Global or Global Select Markets with aggregate offering proceeds to the Company of at least $40 million and a price per share of at least $5 per share (a "Qualified Public Offering") or (ii) upon the conversion of the Series A-1 or A-2 Preferred Stock in any instance.

(6) Anti-dilution Provisions. The Series A-3 Preferred Stock will not be subject to any anti-dilution protection except as set forth in the Development Agreement. The Series A-3 Preferred Stock will be adjusted for stock splits, stock dividends, recapitalizations, and the like.

(7) Redemption: None.

(8) Voting Rights; Voting Agreement. Each share of Series A-3 Stock shall represent that number of votes equal to the number of shares of Common Stock issuable upon conversion

of a share of Series A-3 Preferred Stock. The Series A-3 Preferred Stock shall vote together with the Common Stock, as a class, except as required by law. Stratec shall agree to a Voting Agreement with existing investors to vote all shares of Series A-3 Preferred Stock in favor of or against all matters in the same proportion of existing investors.

(9) Protective Provisions. None, except as required by law.

Information Rights: None

Registration Rights: None

Lock Up Agreement: Each holder of Series A-3 Preferred Stock, if requested by the Company and the managing underwriter of an

	underwritten public offering by the Company of Common Stock, shall not sell or otherwise transfer or dispose of any shares (excluding shares acquired in or following the Company's initial public offering) for such period of time as required by the underwriters (not to exceed 180 days) following the effective date of the registration statement for such offering
Rights to Purchase Additional Shares:	The holders of Series A-3 Preferred Stock shall have a pro rata right, based on their percentage equity ownership in the Company, to participate in subsequent issuances of equity securities of the Company (subject to customary exclusions) on the same terms and conditions as current investors in the Company. Stratec's percentage equity ownership at any time for this purpose shall be based on shares of Series A-3 issued and outstanding at the time of such subsequent equity issuance.
Right of First Refusal and Co-Sale:	Except for transfer to affiliates, the Company first and existing investors second have a right of first refusal with respect to any shares proposed to be sold by Stratec. Before Stratec may sell any shares of Series A-3 Preferred Stock, they will give the investors an opportunity to participate in such sale.
Take along rights:	Stratec will enter into an agreement that if the Board of Directors and a majority of the holders of the Series A-1 and A-2 Preferred Stock (or the Common Stock received on conversion of such Series A-1 or A-2 Preferred Stock) agree to sell their shares to an entity or person not affiliated with the sellers, Stratec will sell their shares to such entity of person on the same terms and conditions.

EXHIBIT 6

FORM OF WARRANT

THIS WARRANT AND THE SHARES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS.

QUANTERIX CORPORATION

SERIES A-3 PREFERRED STOCK PURCHASE WARRANT

No. W-[ ]

Date of Issuance: , 2011
Expiration Date: , 2016

This Warrant is issued by Quanterix Corporation, a Delaware corporation (the "Company"), pursuant to the terms of that certain STRATEC Development Services and Equity Participation Agreement (the "Development Agreement") dated August 15, 2011 by and between the Company and Stratec Biomedical Systems AG, a stock corporation formed under the laws of the Federal Republic of Germany (the "Holder"). The Holder is entitled, subject to the terms set forth below, to purchase from the Company any time or from time to time during the Exercise Period (as hereinafter defined) that number of fully paid and nonassessable shares of Series A-3 Preferred Stock (as hereinafter defined) as is equal to the Warrant Number (as hereinafter defined), at a purchase price per share as shall be equal to the Purchase Price (as hereinafter defined) in effect at the time of the exercise of this Series A-3 Preferred Stock Purchase Warrant (the "Warrant"). The Purchase Price is subject to adjustment as provided in this Warrant.

As used herein the following terms, unless the context otherwise requires, have the following respective meanings:

(a) The term "Affiliate" of any Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the

such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

(b) The term "Change of Control" shall mean any Liquidation Event (as defined in the Company's Amended and Restated Certificate of Incorporation, as may be amended and/or restated from time to time).

(c) The term "Common Stock" shall mean the Company's Common Stock, $0.001 par value per share.

(d) The term "Expiration Date" refers to [ ], 2016.

(e) The term "IPO" shall mean the Company's first underwritten public offering of its Common Stock under the Securities Act of 1933, as amended.

(f) The term "Person" shall mean any individual, corporation, partnership (limited or general), limited liability company, limited liability partnership, association, trust, joint venture, unincorporated organization or any similar entity.

(g) The term "Purchase Price" shall mean, subject to adjustment pursuant to Section 6 hereof, $0.001 per share.

(h) The term "Shares" shall mean shares of Stock.

(i) The term "Stock" includes the Company's Series A-3 Convertible Preferred Stock, $0.001 par value per share (the "Series A-3 Preferred Stock"), and any other securities or property (including cash) of the Company or of any other person (corporate or otherwise) which the Holder at any time shall be entitled to receive on the exercise hereof in lieu of or in addition to such Series A-3 Preferred Stock, or which at any time shall be issuable in exchange for or in replacement of such Series A-3 Preferred Stock.

(j) The term "Warrant Number" shall mean [ ] Shares.

1. Exercise Period. Subject to the terms and conditions provided herein, this Warrant may be exercised or redeemed any time or from time to time before the Expiration Date; provided, however, that this Warrant shall no longer be exercisable or redeemable and shall become null and void upon the consummation of the earlier to occur of either (a) a Change of Control or (b) an IPO (the "Exercise Period").

2. Exercise of Warrant; Redemption.

(a) This Warrant may be exercised in full or in part by the holder hereof by surrender of this Warrant, with the form of "cash exercise" subscription attached hereto (the "Exercise Notice") duly executed by such holder, to the Company at its principal office,

accompanied by payment, in cash or by certified or official bank check payable to the order of the Company, of the purchase price of the shares of Stock to be purchased hereunder.

(b) The Holder may elect to receive, without the payment by the Holder of any additional consideration, shares equal to the value of this Warrant or any portion hereof by the surrender of this Warrant or such portion to the Company, with the redemption notice attached hereto (the "Redemption Notice") duly executed, at the office of the Company. Thereupon, the Company shall issue to the Holder such number of fully paid and nonassessable shares of Stock as is computed using the following formula:

$$X = \frac{Y\ (A-B)}{A}$$

where X = the number of shares to be issued to the Holder pursuant to this Section 2(b).

Y = the number of shares covered by this Warrant in respect of which the net issue election is made pursuant to this Section 2(b).

A = the fair market value ("FMV") of one share of Series A-3 Preferred Stock, as determined below, as at the time the net issue election is made pursuant to this Section 2(b).

B = the Purchase Price in effect under this Warrant at the time the net issue election is made pursuant to this Section 2(b).

For the purposes of this Section 2(b), FMV shall be determined at the time of exercise and shall mean: (A) if the Warrant is exercised in connection with the IPO, the "Series A-3 Conversion Price", as such term is defined in the Company's Amended and Restated Certificate of Incorporation, as may be amended and/or restated from time to time, or (B) in the case of a Change of Control, the price per share of Series A-3 Preferred Stock paid in the Change of Control or, if such payment is made by property other than cash or if exercised other than in connection with an IPO or Change of Control, the fair value of such property paid per share of Series A-3 Preferred Stock in the Change of Control as determined in good faith by the Board of Directors of the Company (the "Board").

(c) For any partial exercise or redemption pursuant to Section 2(a) or 2(b) hereof, the Holder shall designate in the Exercise Notice or Redemption Notice (as the case may be) the number of shares of Stock that it wishes to purchase or the aggregate number of underlying shares of Stock represented by the portion of the Warrant it wishes to redeem (as the case may be). On any such partial exercise or redemption, the Company at its expense shall forthwith issue and deliver to the Holder a new warrant of like tenor, in the name of the Holder, which shall be exercisable for such number of shares of Stock represented by this Warrant which have not been purchased upon such exercise or redemption.

3. When Exercise Effective. The exercise or redemption of this Warrant shall be deemed to have been effected immediately prior to the close of business on the business day on which this Warrant is surrendered to the Company as provided in Section 2(a) or 2(b) (as the case may be).

4. Delivery on Exercise; No Fractional Shares. As soon as practicable after the exercise or redemption of this Warrant in full or in part pursuant to Section 2(a) or 2(b), as the case may be, the Company at its expense will cause to be issued in the name of and delivered to the Holder, or as such Holder may direct, a certificate or certificates for the number of fully paid and nonassessable full shares of Stock to which such holder shall be entitled on such exercise or redemption. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Purchase Price then in effect.

5. Adjustment for Reorganization, Consolidation, Merger, IPO etc. In case at any time or from time to time, the Company shall effect a Change of Control, then, in each such case, the Holder shall have the right to exercise its rights hereunder subject to and effective immediately prior to the consummation of such Change of Control and upon consummation of the Change of Control the Holder shall be treated as the holder of the number of shares of Series A-3 Preferred Stock determined pursuant to Section 2(a) or 2(b) hereof; provided, if the Holder fails to exercise its rights under this Warrant prior to consummation of the Change of Control, this Warrant shall be deemed to have automatically been net-exercised by the Holder pursuant to Section 2(b) and then terminated and deemed of no further force and effect effective immediately prior to consummation of such Change of Control. If the Holder fails to exercise its rights under this Warrant in connection with the IPO, this Warrant shall be deemed to have automatically been net-exercised by the Holder pursuant to Section 2(b) and then terminated and deemed of no further force and effect effective upon such IPO.

6. Adjustment of Purchase Price and Number of Shares. The character of the shares of Stock issuable upon exercise or redemption of this Warrant (or any shares of stock or other securities at the time issuable upon exercise or redemption of this Warrant) and the purchase price therefor, are subject to adjustment upon the occurrence of the following events:

(a) Adjustment for Stock Splits, Stock Dividends, Recapitalizations, etc. The exercise price of this Warrant and the number of shares of Stock issuable upon exercise or redemption of this Warrant (or any shares of stock or other securities at the time issuable upon exercise or redemption of this Warrant) shall be appropriately adjusted to reflect any stock dividend, stock split, combination of shares, reclassification, recapitalization or other similar event affecting the number of outstanding shares of Stock (or such other stock or securities).

(b) Adjustment for Other Dividends and Distributions. In case the Company shall make or issue, or shall fix a record date for the determination of eligible holders entitled to receive, a dividend or other distribution after the date of issuance of this Warrant with respect to the Stock (or any shares of stock or other securities at the time issuable upon exercise or

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

redemption of the Warrant) payable in (i) securities of the Company (other than shares of Stock) or (ii) assets (excluding cash dividends paid or payable solely out of current or retained earnings), then, in each case, the holder of this Warrant on exercise or redemption hereof at any time after the consummation, effective date or record date of such event, shall receive, in addition to the Stock (or such other stock or securities) issuable on such exercise or redemption prior to such date, the securities or such other assets of the Company to which such holder would have been entitled upon such date if such holder had exercised or redeemed this Warrant immediately prior thereto (all subject to further adjustment as provided in this Warrant).

(c) Certificate as to Adjustments. In case of any adjustment or readjustment in the price or kind of securities issuable on the exercise or redemption of this Warrant, the Company, upon request, will give written notice thereof to the holder of this Warrant in the form of a certificate setting forth such adjustment or readjustment and showing in reasonable detail the facts upon which such adjustment or readjustment is based.

7. Notices of Record Date. In the event of

(a) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, or

(b) any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, or any transfer of all or substantially all the assets of the Company to or consolidation or merger of the Company with or into any other person, or

(c) any voluntary or involuntary dissolution, liquidation or winding-up of the Company, or

(d) any proposed issue or grant by the Company of any shares of any class or any other securities, or any right or option to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities,

then and in each such event the Company will mail to the holder hereof a notice specifying (i) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, (ii) the date on which any such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record of Stock (or any shares of stock or other securities at the time issuable upon the exercise or redemption of

this Warrant) shall be entitled to exchange their shares for securities or other property deliverable on such reorganization, reclassification, recapitalization, transfer, consolidation, merger, dissolution, liquidation or winding-up, and (iii) the amount and character of any stock or other securities, or rights or options with respect

thereto, proposed to be issued or granted, the date of such proposed issue or grant and the persons or class of persons to whom such proposed issue or grant is to be offered or made.

8. Transfer or Exchange of Warrant. Subject to compliance with the restrictions on transfer set forth in this Warrant, this Warrant (and all rights hereunder) may be transferred, in whole or in part, to an Affiliate (the "Transferee") of the Holder. Such transfer shall be registered on the books of the Company to be maintained for such purpose, upon surrender of this Warrant at the Company's designated offices, together with a written assignment of this Warrant in form satisfactory to the Company and duly executed by the Holder. Upon such surrender and delivery for exchange of this Warrant, properly endorsed, to the Company, the Company will issue and deliver to, or on the order of, the Transferee a new Warrant or Warrants of like tenor, in the name of Transferee and in the denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, if any. Prior to due presentment for registration of transfer thereof, the Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary. All Warrants issued upon any valid assignment of this Warrant shall be the valid obligations of the Company, evidencing the same rights and entitled to the same benefits as the this Warrant surrendered upon such registration of transfer.

9. Replacement of Warrant. On receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of any such loss, theft or destruction of this Warrant, on delivery of an indemnity agreement reasonably satisfactory in form and amount to the Company or, in the case of any such mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor.

10. Investment Intent and Representations.

(a) Unless a current registration statement under the Securities Act shall be in effect with respect to the issuance of the securities to be issued upon exercise or redemption of this Warrant, the holder thereof, by accepting this Warrant, covenants and agrees that, at the time of exercise or redemption hereof, and at the time of any proposed transfer of securities acquired upon exercise or redemption hereof, such holder will deliver to the Company a written statement that the securities acquired by the holder upon exercise or redemption hereof are for the own account of the holder for investment and are not acquired with a view to, or for sale in connection with, any distribution thereof (or any portion thereof) and with no present intention (at any such time) of offering and distributing such securities (or any person thereof).

(b) The Holder acknowledges that it currently has, and had immediately prior to its receipt of the offer of sale from the Company, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment and further acknowledges that it is able to bear the economic risk of the investment in this Warrant. The Holder acknowledges that it had the opportunity to ask questions of, and receive answers from, management of the Company concerning the terms and conditions of this investment and to

obtain any additional information of the same kind that is specified in Rule 502 of Regulation D of the Securities Act or that is necessary to verify the accuracy of the other information obtained. The Holder acknowledge that they each have received such information as they deem necessary to enable them to make their investment decision. The Holder represents and warrants that it is an "accredited investor" as that term is defined in Rule 501 of Regulation D of the Securities Act.

11. No Rights or Liability as a Stockholder. This Warrant does not entitle the Holder to any voting rights or other rights as a stockholder of the Company. No provisions hereof, in the absence of affirmative action by the Holder to purchase Stock, and no enumeration herein of the rights or privileges of the Holder shall give rise to any liability of such Holder as a stockholder of the Company.

12. Notices. Any notice required or permitted by the provisions of this Warrant to be given to the Holder shall be mailed, postage prepaid, to the post office address last shown on the records of the Company, or given by electronic communication and shall be deemed sent upon such mailing or electronic transmission.

13. Miscellaneous. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the Holder and their respective successors and assigns. This Warrant and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the Holder and the Company. This Warrant shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to the conflicts of law provisions thereof. The headings in this Warrant are for purposes of reference only, and shall not limit or otherwise affect any of the terms hereof.

[*Remainder of Page Intentionally Left Blank*]

DATED: , 2011

QUANTERIX CORPORATION

By: _____
Name: Martin Madaus
Title: President

ACKNOWLEDGED AGREED:

STRATEC BIOMEDICAL SYSTEMS AG

By: _____
Name:
Title:

EXERCISE NOTICE

[To be signed only on exercise of Warrant]

To: Quanterix Corporation

The undersigned, the holder of the within Warrant, hereby irrevocably elects, in accordance with and subject to the provisions of Section 2(a) of such Warrant, to exercise the purchase right represented by such Warrant for, and to purchase thereunder, * shares of Series A-3 Preferred Stock of Quanterix Corporation and herewith makes payment of $ therefor, and requests that the certificates for such shares be issued in the name of, and delivered to , whose address is

.

_____
(Signature must conform in all respects to name of holder as specified on the fact of the Warrant)

(Address)

Dated:

_____

*Insert here the number of shares as to which the Warrant is being exercised.

**REDEMPTION NOTICE

[To be signed only on redemption of Warrant]

To: Quanterix Corporation

The undersigned, the holder of the within Warrant, hereby irrevocably elects, in accordance with and subject to the provisions of Section 2(b) of such Warrant, to redeem, and to cause the Company to redeem, such Warrant with respect to that portion of such Warrant representing * underlying shares of Series A-3 Preferred Stock of Quanterix Corporation. The undersigned requests that the certificates for the shares of Series A-3 Preferred Stock (or other securities or property issuable under the Warrant) issuable upon redemption be issued in the name of, and delivered to , whose address is .

(Signature must conform in all respects to name of holder as specified on the fact of the Warrant)

(Address)

Dated:

*Insert here the number of underlying shares with respect to which the Warrant is being redeemed.

STRATEC Development Services and Equity Participation Agreement

Confidential

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

FIRST AMENDMENT TO STRATEC DEVELOPMENT SERVICES and EQUITY PARTICIPATION AGREEMENT and SECOND AMENDMENT TO SUPPLY and MANUFACTURING AGREEMENT

This Amendment (the "**1st and 2nd Amendment**") is made and entered into effective as of November 18, 2016, by and between **Quanterix Corporation**, a company organized and existing pursuant to the laws of Delaware, U.S.A. ("**QTX**"), and **STRATEC Biomedical AG**, a company organized and existing pursuant to the laws of Federal Republic of Germany ("**STRATEC**"). QTX and STRATEC each may be referred to herein individually as a "**Party**", or collectively as the "**Parties**".

RECITALS

A. The Parties have entered into that certain Development Agreement, dated as of August 15, 2011 (the "**Development Agreement**"), pursuant to which STRATEC has agreed to develop and manufacture for QTX an Instrument (as defined in the Development Agreement).

B. The Parties have entered into that certain Supply and Manufacturing Agreement, dated as of September 14, 2011 (the "**Supply Agreement**"), pursuant to which STRATEC has agreed to manufacture and supply QTX with quantities of the Instrument (as defined in the Supply Agreement).

C. The Parties have entered into that certain 1" Amendment to the Supply and Manufacturing Agreement, dated as of October 17, 2013 (the "**1st Amendment Supply Agreement**"), pursuant to which STRATEC has agreed to replacing Article 5.9 (as defined in the 1st Amendment Supply Agreement).

D. The Parties now desire to amend certain subjects of the Development Agreement and of the Supply Agreement to reflect certain changes relating to the Parties' rights and obligations under the Development and Supply Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein without definition will have the meanings given to such terms in the Development Agreement.

2. **Changes.** Per request of both Parties, QTX and STRATEC hereby agree that this **1st and 2nd Amendment** shall amend the Development Agreement and the Supply Agreement with the following issues:

   i. The Minimum Aggregate Purchase Commitment of the current Supply Agreement (as set out under Section 5.3) shall not differentiate between LSR and IVD instruments.

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   ii. The Minimum Aggregate Purchase Commitment of the current Supply Agreement (as set out under Section 5.3 and referenced in section 11.4) of [***] shall be reduced to [***] units.

   iii. With the signature of this **1st and 2nd Amendment**, the Milestone 6 (as set out under Section 2.2 (a and b) of the current Development Services Agreement, completion of phase 5 and release of IVD Instrument for manufacturing) shall be completed and all rights and obligation in connection with development of the Instrument will be deemed satisfied,

   iv. QTX shall issue the seven-hundred thousand (700,000) warrants granted to STRATEC under Milestone 6 immediately. With this being agreed upon the payment of [***] USD for Milestone 6 of the Development Agreement shall be postponed as set out in Section 2 (vi) below.

   v. QTX shall pay to STRATEC [***] USD minus [***] discount which equals [***] USD after delivery of an Instrument meeting the current proposed topics (thermal regulation, HW2.1 and SW1.6) — see **Exhibit A** (thermal regulation — quote and exhibit), **Exhibit B** (hardware 2.1 — quote and exhibits) and **Exhibit C** (software 1.6 — quote and appendix). It is understood between the Parties that any prices stated in the Exhibits shall be overruled with the current numbers stated in this **1st and 2nd Amendment**.

   vi. QTX shall pay to STRATEC the remaining [***] USD (as set out under Section 2 (iv)) from Milestone 6 on acceptance of an Instrument meeting the current proposed topics (thermal regulation, HW2.1 and SW1.6 — see **Exhibit A, B and C**) as set out in Section 2.2b(f) of the current Development Agreement.

   vii. QTX and STRATEC shall discuss any further requirements and cost for an IVD instrument in the future in good faith. Any such future arrangement shall be covered under an additional agreement.

   viii. QTX and STRATEC shall mutually discuss in good faith new shipping criteria ("New Shipping Criteria") for an Instrument meeting the requirements of **Exhibit A** (thermal regulation — quote and exhibit), **Exhibit B** (hardware 2.1 — quote and exhibits) and Exhibit C (software 1.6 — quote and appendix) as set forth in **Exhibit D**. Such New Shipping Criteria shall substitute the Shipping Criteria for purposes of the Supply Agreement.

ix. Specific to the execution of this amendment, and not to supersede or replace the terms of the Development Agreement or Supply Agreement, QTX shall be allowed, to replace at its sole choice one (1) Instrument placed in the field with a new Instrument paid by STRATEC. This

Instrument returned from the field shall be shipped to STRATEC, will belong to STRATEC and shall be used for internal purposes only.

3. **Counterparts.** This 1st and 2nd Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4. **Effectiveness.** This Amendment will become effective upon the execution hereof by both Parties.

5. **Continuing Effect.** Other than as set forth in this 1st and 2nd Amendment, all of the terms and conditions of the Development and Supply Agreement, along with any valid Amendments in effect will continue in full force and effect.

Exhibits:

Exhibit A (thermal regulation — quote and exhibit)

Exhibit B (hardware 2.1 — quote and exhibits)

Exhibit C (software 1.6 — quote and appendix)

Exhibit D (New Shipping Criteria)

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Quanterix		**STRATEC Biomedical AG**	
By:	/s/ Kevin Hrusovsky	By:	/s/ Marcus Wolfinger
Name:	Kevin Hrusovsky	Name:	Marcus Wolfinger
Title:	CEO-CE	Title:	CEO

Exhibit A: Thermal regulation

- Quote 106663 Thermal Regulation for TAU
- Quote 106663 Exhibit Thermal Regulation for TAU_signed

Exhibit B: Hardware 2.1

- Quote 106664 HW2.1 WP2 Phase A

- Quote 106664 Exhibit Simoa HW2.1 Phase A WP2_signed

- Quote 106665 HW2.1 WP3 Phase A
- Quote 106665 Exhibit Simoa HW2.1 Phase A WP3_signed
- Quote 106666 HW2.1 WP5 Phase A
- Quote 106666 Exhibit Simoa HW2.1 Phase A WP5_signed
- Quote 106667 HW2.1 WP2_WP3_WP5 Phase B
- Quote 106667 Exhibit Simoa HW2.1 Phase B WP2_3_5_signed

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

Exhibit C: Software 1.6

- Quote 106710 SW1_6 Final Scope
- Quote 106710 Appendix 2016-08-11 1_6 Scope

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

MANUFACTURING SERVICES AGREEMENT

This AGREEMENT is entered into as of the 23rd day of November, 2016 by Paramit Corporation, a California corporation (referred to in this Agreement as "Paramit" or "Supplier"), and Quanterix, Inc., a Delaware corporation (referred to in this Agreement as "Customer"). Each of Paramit and Customer may be referred to herein as a "Party" and are jointly referred to as the "Parties."

RECITALS

WHEREAS, Customer intends to develop and commercialize certain products and wishes to contract with a contract manufacturing organization for the further refinement, manufacture and supply of such products; and

WHEREAS, Paramit has manufacturing and related services experience and expertise and owns a facility that is or would be suitable for production of such products; and

WHEREAS, Customer desires to retain Paramit as a supplier of the Product (as defined below), and Supplier desires to supply such Product and perform services for Customer on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants of the Parties hereinafter set forth, the Parties hereto agree as follows:

1. DEFINITIONS

Deterministic Acceptance Criteria: Paramit procures material to Customer Specifications, assembles and tests finished assemblies and Product also to Customer Specifications. An acceptance criterion that directly evaluates the functional performance of the Product to the Customer Specifications is called "deterministic". Non acceptance will point to a particular part or function as being defective or inoperative. Examples: Pressure test, repeatability of a positioning system, bearing pre-load measurement etc. To contrast, an example of a non-deterministic criterion would be one where the customer's application software fails but it does not point to any failing part of the machine. The particular test might fail owing to establishment of specification limits that are tighter than what the machine design is capable of delivering, or the variance in the consumables. Another example would be when the customer constructs a test whose result is a derivative of several parameters and therefore a failure of this test may not indicate where the problem lies or whether there is a problem at all.

"Acceptance Period" means [***] after shipment of Product from Paramit.

"Calendar Quarter" means each period of three consecutive calendar months ending on March 31, June 30, September 30 or December 31.

"Calendar Year" means each successive period of twelve months commencing on January 1 and ending on December 31; provided that the first Calendar Year shall be deemed to commence on the Effective Date and end on the December 31 thereafter, and the last Calendar year will commence on January 1 of such year and end on the date of expiration or termination of this Agreement.

"Customer Specifications" mean a detailed description of the functional and technical specifications for each Product, including BOMs, drawings, dimensions, manufacturing instructions, required performance characteristics, quality control tests, Deterministic Acceptance

Criteria, packaging and labeling instructions for each Product that is provided to and accepted by Paramit and are in effect at the time of Paramit's commencement of manufacture of a Product.

The Specifications for each Product may be amended, from time to time, by written agreement of the parties; written agreement to amend Customer Specifications shall not be unreasonably withheld by either Party.

"ECO" means an engineering change order approved by the Parties as set forth in Article 13.

"Effective Date" means the date the Customer issues the first purchase order to Paramit for the Product or for NRE work.

"End User'' means Customer's customer and Customer's third party distributor's customer who ultimately purchase and operate the Product.

"FRU" means field replaceable unit manufactured by Paramit or other 3rd party suppliers that is considered a subsystem of the Product that can be purchased separately by Customer.

"Inventory" means, with respect to Products work in process (if any) and/or finished goods (if any) and not Materials.

"NREs" means non-recurring expenses associated with a Product, and include tooling, stencils, test fixtures, and test programs.

"Materials" refers to goods of the type listed on Customer's bill of materials. By way of example, materials may include resistors, capacitors, coils, integrated circuits, BGA's, FPGA's, power supplies, printed circuit boards, sheet metal, plastics, cases, fasteners, labels, cabling, connectors, grommets, and customer-specified packaging.

"Particular Purchase Order Terms" means the following terms in Customer's purchase order: the identification of the Product to be manufactured, Customer's specifications and specific revision, the price per item of such Product as established under Article 2 and Exhibit B of this

Agreement, the quantity of Product that Paramit is to manufacture, the date or dates of shipment, and the "ship to" address (provided that the "ship to" address may be provided at a date after the purchase order is accepted). In the case of a purchase order for NREs, the term "Particular Purchase Order Terms" means the following terms in the Customer's purchase order: the identification of the NREs, the charge for the NREs and the descriptions of goods, services and other deliverables covered by the NREs. The terms and conditions of Customer's purchase order other than the Particular Purchase Order Terms are not part of any contract between Paramit and Customer.

"Product" means the Quanterix Simoa product as described by the Customer's Specifications and all subsequent revisions.

"Product Price" means the amount to be paid for each individual product as determined in Article 2 and Exhibit B.

"Spare Part" means any individual component in the bill of materials for the product that can be purchased by customer as an individual component for the purpose of field service repair.

"Warranty Period" means thirteen (13) months from the shipment of Product or FRU.

As used in this agreement, the word "include" and its variants are used to illustrate and not to limit. Thus, the word "including" means "including (but not limited to)."The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise expressly indicated in the accompanying text. The use of "or'' is not intended to be exclusive unless otherwise expressly indicated in the accompanying text. The defined terms contained in this Agreement are applicable to the singular as well as the plural forms of such terms. A reference to documents, instruments or agreements also refers to all addenda, exhibits or schedules thereto.

2. BASIC AGREEMENT

(a) Paramit agrees to manufacture and sell, and Customer agrees to buy and pay for, the Product on the terms set forth in this Agreement and the Particular Purchase Order Terms for the Product.

(b) Paramit shall accept all purchase orders issued by Customer, provided that (i) Customer is not in breach of this Agreement, (ii) the purchase order is consistent with the agreed pricing, quoted quantities, lead times and payment terms, (iii) components and parts are in Paramit's possession or available in the market.

(c) Paramit agrees to manufacture and test Product [***]. This means that the price of the Product will be determined as described in Exhibit B. If Deterministic Acceptance Criteria for

the Product has not been established, Paramit cannot predict labor times. Any additional re-work activity over and above the quoted labor amounts or shipping back and forth to Customer will be charged to Customer separately at standard Paramit rates.

(d) Paramit agrees to manufacture and test FRUs [***]. This means that the price of FRUs will be determined as described in Exhibit B.

(e) Paramit agrees to sell Spare Parts [***]. This means that the price of Spare Parts will be determined as described in Exhibit B.

(f) Paramit agrees that the pricing in this Agreement is based on transparency and Customer's visibility into cost. Therefore, Paramit agrees to provide a costed BOM to Customer.

(g) The Price of Product, FRUs and Spare Parts will be reviewed at least annually. However, this will be done more frequently during the pilot phases and the first Calendar Year of production. Either Party can initiate a cost review if a significant change in cost has occurred.

(h) Cost of materials and components are based on quote(s) provided to Customer and after acceptance via issuing PO for product(s), such materials costs will be entered into Paramit system as "standard cost". Subsequently, if any new part is added or deleted to the Bill of Material (BOM), Paramit will have to quote it by employing provided quantity usage at the time. Similarly, Paramit will purchase materials from Customer based on established "standard cost" and not necessarily the cost Customer might have paid for at higher volume than purchase orders placed with Paramit.

3. PRODUCT ACCEPTANCE.

(a) During the Acceptance Period, Customer may test the Product with the same Deterministic Acceptance Criteria used by both Customer and Paramit. The Product is deemed accepted by the Customer after the expiration of the Acceptance Period. Product acceptance and expiration of the Acceptance Period has no effect on Customer's rights to make a Warranty claim.

(b) Customer shall have the right to audit any Paramit facility at which the Product, or any component of the Product, is manufactured. Each audit shall be conducted during Paramit's normal business hours, upon reasonable prior written notice to Paramit ("reasonable", for purposes of this provision, shall, unless circumstances dictate otherwise, be ten (10) business days, shall last no longer than two (2) business days, and shall consist of no more than two (2) representatives from Customer, such representatives being individuals that are reasonably acceptable to Paramit). During an audit, Customer's representatives will be escorted at all times by Paramit personnel and confined to limited area where the Product is manufactured. The audit activities will be strictly confined to manufacturing and quality related activities of the Product.

4. RETURNS, REPAIR AND REPLACEMENT.

(a) During the Warranty period for a Product, Customer may inspect and test the Product with the same identical test that is provided to Paramit for manufacture of Product and may return or repair in the field, in accordance with this Agreement, any Product found not to conform to Customer's Specifications or to be defective in materials or workmanship.

(b) To return a Product, Customer must give to Paramit written notice during the Warranty Period in accordance with Exhibit A, REPAIR/ UPGRADE TERMS AND CONDITIONS. Paramit acknowledges that time is of the essence with regard to repairs and will promptly repair or replace returned Product, at Paramit's option, and will deliver the repaired or replaced Product freight pre paid. If Paramit is unable to make the repair or replacement within a commercially reasonable period of time, Paramit will refund the price paid for such Product or cancel the obligation to pay for such Product.

(c) The provisions of this paragraph apply to the repaired or replaced Product, for which the Acceptance Period and Warranty Period will recommence on redelivery of such repaired or replaced Product,)and a like procedure for newly discovered defects. Thus, if a product is rejected because of a defect and Paramit provides a replacement product, the Acceptance period and Warranty Period for the replacement Product will start with Customer's receipt of the replacement Product.

(d) lf Customer returns Product to Paramit under this section, but the Product conforms to Customer's Specifications and the Product contains no other defect, Customer will bear all the risk and expense associated with the return, including all shipping expenses both ways, plus Paramit's charges for testing in accordance with this Agreement.

(e) Defects in Materials will be covered by their respective manufacturers' warranties. Customer will pay for shipping the product to Paramit and back to Customer. If Paramit is unable to repair or replace such Product within a commercially reasonable period of time, Paramit will refund the price paid for such Material. Paramit's obligation to repair or replace (or refund the price) is conditioned on Customer's making a claim in writing to Paramit no later than 30 days after the defect in materials first manifests itself. Paramit has no obligation with respect to a defect in Materials that manifest itself after the expiration of the component manufacturer warranty period. The foregoing warranty does not-apply to Materials supplied or consigned to Paramit by or at the direction of Customer, however, Paramit is responsible for commercially reasonable process for storage and handling of Materials supplied or consigned under its care, custody and control. The obligations set forth in this paragraph are Paramit's sole and exclusive obligations with respect to a defect in Materials. Upon request, Paramit will assign to Customer rights under warranties made by suppliers of Materials that are used in the product.

(f) With mutual agreement, Paramit will investigate claims of failed Materials, where the failure rate is greater than [***] for commodity parts measured over one quarter, and all failures of custom parts. Additionally, Customer may, at its option, issue a written Corrective Action Request (CAR) to Paramit. If Customer issues a CAR, Paramit shall acknowledge receipt of the CAR no later than the close of business the next business day. Paramit's response to a CAR shall be organized in a mutually agreeable format. Within 10 business days from the receipt of a CAR, Paramit shall develop and submit to Customer a plan to identify and solve the root cause for nonconformity to Customer's Specifications or for Product defect.

(g) The rights and obligations of Customer with respect to any warranty claim are set forth in this section 4; Customer shall not offset any claim for damages for any defective Product against payments otherwise due Paramit, provided that Customer may not withhold payment due for such Product until the repair or replacement of such defective Product is complete.

(h) Customer will notify Paramit before returning any Products that may have been contaminated with hazardous materials. Customer will decontaminate all internal & external sections of products destined to return to Paramit, including tubes, waste tanks and other similar hazardous material pathways and remove all fluid and solid substances, as well as disposable parts from the device prior to return to Paramit. Customer will provide product identification information such as device serial number at the time of requesting RMA number.

(1) Customer shall not return any instruments to Paramit that may be contaminated with viable biological agents, harmful quantities of hazardous chemicals, or radioactive materials. Customer understands and agrees that decontamination is critical to issues of health and safety. Customer represents and warrants to Paramit to perform and complete all decontamination requirements prior to returning any such Product to Paramit.

(2) Customer hereby assumes all responsibility and liability for, and shall defend and indemnify Paramit against injury or damage incurred by Paramit and its employees, contractors, and/or agents that result directly or indirectly from the Customer's breach of this representation and warranty.

(3) Customer accepts that Paramit has no obligation to repair, service, or transport any product if it is determined that the product is contaminated.

(4) Customer shall comply with applicable FDA and CDPH (California Department of Public Health) decontamination laws when returning any Product under this Agreement.

5. WARRANTIES.

(a) Subject to the limitations set forth in this agreement, Paramit represents and warrants to Customer that:

(1) Title to each Product will be good and on deliver of Product to Customer, Customer shall hold good title to the Product. The foregoing warranty does not apply to materials supplied to Paramit by, or at the direction of, the Customer.

(2) Each Product will be delivered free from any security interest or other encumbrance created by Paramit.

(3) Paramit will not infringe any patent, copyright, trade secret, trade-mark, maskwork, or other intellectual property right of a third party in manufacturing the product.

(4) Subject to the limitations set forth in this Agreement, Paramit warrants to Customer that: (i) product will be manufactured in accordance with Customer's Specifications. (ii) Product will be manufactured in accordance with IPC-A-610, Acceptability of Electronic Assemblies, Class 3 standards in effect at the time of manufacture unless otherwise specified in Customer's specifications. (iii) As of the Effective Date, Paramit is ISO 13485 certified and Paramit will maintain that certification at all times relevant to the manufacture and delivery of Product.

(5) Product will be free from defects due to manufacturing process or defects in workmanship during the Warranty Period.

(6) Paramit will use commercially reasonable efforts to make warranty claims on Materials suppliers that Paramit purchases materials from for the manufacture of the Product for the benefit and to the account of the Customer.

(b) Notwithstanding the foregoing and without compromise of the representations and warranties given in 5 (a) (1) through 5 (a) (6), any representation and warranty by Paramit against defects (whether set forth in this section, another section, or implied by law) and any obligation by Paramit to repair or replace product (or to refund the purchase price) does not apply to the following:

(1) Any product that has been misused, damaged, or altered after shipment or that is damaged in shipping. Misuse includes improperly handling static-sensitive electronic devices or an attempt by any unauthorized third party to repair the product. Paramit and Customer acknowledge that the Customer plans to use its own personnel as well as its agents for repair of the product in the field and that a Service Plan will be jointly developed to authorize Customer and its agents to service the Product before Customer and its agents can service the instrument

without invalidating the Product warranty. This authorization will not be unreasonably withheld by Paramit.

(2) Materials consigned or supplied by Customer, or purchased from unauthorized brokers at the direction of Customer.

(3) Defects resulting from compliance with Customer Specifications, except for those manufacturing process and workmanship standards developed by Paramit for Customer.

(c) Paramit has no responsibility if Customer's Specifications fail to comply with any governmental regulation or industrial specification, except as described in 5(a)(4), or if the product manufactured to Customer's Specifications fail to meet the requirements of Customer's customer or the end user.

(d) THE WARRANTIES MADE BY PARAMIT IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OF PARAMIT. PARAMIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIABILITY FOR EXCESS MATERIALS

(a) Customer acknowledges that the cost of materials ordered or purchased by Paramit, but not used or consumed in the manufacture of product, is ultimately to be borne by Customer. Customer acknowledges that such cost has not been included in Paramit's quote to Customer and is not reflected in the price of the product.

(b) Every month, Paramit will review Customer's purchase orders for Product and the Materials on hand and on order that Paramit has allocated to manufacturing the Product. If Paramit reasonably determines that it will not use or consume a quantity of Materials for Product that will be shipped within 90 days of Paramit's review or within lead time of the Product, whichever is greater, then that quantity of such Materials that Paramit determines that it will not so use or consume are referred to in this Agreement as "Excess Materials". In order to keep the Customer continuously informed of the Excess Materials: Paramit will submit to the customer the exact amount of Excess Materials generally before the 10th of every month. Customer will review and seek clarifications if needed and acknowledge the Excess Material liability within 10 days of receipt. Subsequently, Customer shall issue a PO for Excess Materials to Paramit within 20 days of the original submittal. Customer will purchase Excess Materials from Paramit on request at the Materials Cost, subject to the requirements of this Article 6.

(c) Customer acknowledges that Paramit may order or purchase more materials to manufacture the Product than will be used or consumed in the manufacture of the product, which can result in Excess Materials that Customer must purchase. In the event that the expected

excess value of the component exceeds [***] at the time of purchase, then Paramit will obtain Customer's written approval prior to ordering component. Paramit will order more materials than are required to manufacture the product for the benefit of the Customer and only because of:

(1) Minimum order quantity or the package size for the materials (e.g., a package contains 12 parts and an order for 100 products requires 9 packages of parts).

(2) Parts come on reels or tapes (which are entirely non-returnable once the reel or tape has been broken).

(3) Safety stock required by Customer.

(4) A lower price may be available from a supplier for a larger than needed quantity.

(5) Customer's engineering change order, order reduction, or order cancellation may result in such materials becoming Excess Materials.

(d) The term "Materials Cost" means the amount paid or payable (including freight, insurance, and safes or use tax) by Paramit to its suppliers for Materials used or to be used for the Product that are non-returnable or non-cancelable. For Excess Materials that are returnable to the supplier and Customer has requested Paramit to return the materials, the reduced liability to the Customer will net restocking fees, freight, cancellation fees, and other charges by third parties associated with Paramit's returning Materials or cancelling orders for Materials as well as any third party fees or charges associated with disposing of Materials that Paramit disposes on behalf of Customer.

(e) When Customer is obligated to purchase Excess Materials, Customer will pay Paramit an amount equal to the Materials Cost for such excess materials plus an amount equal to [***] of such materials cost ("Excess Materials Purchase Price").

(f) Paramit will use commercially reasonable efforts to mitigate Customer's liability for Excess Materials to the extent allowed by suppliers or vendors but any imposed limitations on such mitigations will not reduce Customer's liability for Excess Materials. Where feasible, Paramit will:

(1) Reallocate materials that are part of Excess Materials to other Paramit jobs that, in Paramit's sole discretion, could use such Materials. In that event, Customer will have no liability to Paramit for the Materials so reallocated. Customer acknowledges that Materials that are custom-made for Customer will not be reallocated to other Paramit jobs and will constitute Excess Materials.

(2) Return Materials that are part of Excess Materials to Paramit's suppliers to the extent permitted by the suppliers.

(3) Cancel orders for materials that are part of Excess Materials to the extent that orders are cancelable. Customer acknowledges that orders for Materials that are custom for Customer may be non-cancelable and such orders will be part of Excess Materials. Customer acknowledges that orders for Materials that are not custom for Customer may none the less be non-cancelable and in that case such orders will be part of Excess Materials.

(g) Within 10 days of Paramit's requesting Customer to purchase the Excess Materials and notifying Customer of the details of the Excess Materials and the Excess Materials Purchase Price, Customer will issue its purchase order to purchase the Excess Materials for the Excess Materials Purchase Price. Payment terms are net 30.

(h) After the Customer has paid the Excess Materials Purchase Price, then, if Customer so requests, Paramit will deliver the Excess Materials to Customer at Customer's expense FOB Paramit shipping dock. If Customer does not wish to take delivery of the Excess Materials, or if Customer fails to pay in a timely manner the Excess Materials Purchase Price, Paramit will store the Excess Materials for a period not to exceed 90 days from the date payment of the Excess Materials Purchase Price was due. All risk of loss to Excess Materials, whether shipped or stored at Paramit, will be borne by Customer. If Paramit notifies Customer to pick up Excess Materials being stored by Paramit and Customer fails to do so within 30 days of such notification, Paramit is permitted to ship material to Customer's notice address, freight collect.

(i) Paramit may purchase Customer owned Materials/ Excess Materials, solely based on demand consumption rate of issued POs to Paramit and Paramit will pay Customer accordingly. Paramit solely, at its discretion may choose to transfer Customer's usable, non-obsolete Materials/ Excess Materials to a consigned warehouse, designated to Customer at Paramit; the consigned warehouse is netable against Materials Requirement Planning (MRP) and will prompt Paramit to use such Materials / Excess Materials for any new demand. Paramit system will record transaction usage; Purchase Orders will be issued to Customer monthly.

7. LIABILITY FOR EXCESS INVENTORY.

(a) Customer acknowledges that Paramit's pricing of the product is based on shipping Product promptly after manufacture and being paid in a timely manner.

(b) Once a month, Paramit will review Customer's purchase orders and the Product Inventory that Paramit has on hand. If Paramit determines that Paramit has Product Inventory on hand that is not covered by open purchase orders and Paramit will not ship within 90 days of Paramit's review or within the lead time of the Product, whichever is greater, then that portion of the Product Inventory on hand that Paramit determines that it will not so ship is referred to in this agreement as "Excess Inventory." Customer acknowledges that Customer's modification or cancellation of its purchase order may result in part or all the Product Inventory on hand not

being shipped within 90 days of such modification or cancellation and thereby becoming Excess Inventory that Customer must purchase. In order to keep the Customer continuously informed of the Excess Inventory: Paramit will submit to the customer the exact amount of Excess Inventory, generally before the 10th of every month. Customer will review and seek clarifications, if needed and acknowledge the Excess Inventory liability within 10 days of receipt. Subsequently, Customer shall issue a PO for Excess Inventory to Paramit within 20 days of the original submittal. Customer will purchase Excess Inventory from Paramit on request.

(c) The term "Excess Inventory Purchase Price" means, with respect to Excess Inventory Product that is finished goods, the Product Price for the Product set forth in the purchase order. The term "Excess Inventory Purchase Price" means, with respect to Excess Inventory that is work in process, the Purchase Price for the product set forth in the purchase order less the value of uncompleted work. The value of uncompleted work is the value of the test labor and assembly labor that have not been expended on the work in process.

(d) Within 10 days of Paramit's requesting Customer to purchase the Excess Inventory and notifying Customer of the details of the Excess Inventory and the Excess Inventory Purchase Price, Customer will issue its purchase order to purchase the Excess Inventory from Paramit for the Excess Inventory Purchase Price. Payment terms are net 30.

(e) After Customer has paid the Excess Inventory Purchase Price, then, if Customer so requests, Paramit will deliver the Excess Inventory to Customer at Customer's expense. If Customer does not wish to take delivery of the Excess Inventory, or if Customer fails to pay timely the Excess Inventory Purchase Price, Paramit will store the excess inventory for a period not to exceed 90 days from the date the Excess Inventory Purchase Price was due. All risk of loss to Excess Inventory paid for by Customer stored by Paramit will be borne by Customer. If Paramit notifies Customer to pick up Excess Inventory being stored by Paramit and Customer fails to do so within 30 days of such notification, Paramit is permitted to destroy or otherwise dispose of the Excess Inventory, but any such destruction or disposition shall have no effect on Customer's liability for the Excess Inventory purchase price or entitle Customer to any refund. Customer will pay Paramit a storage fee equal to [***] of the Excess Inventory Purchase Price for each month (or part thereof) that Paramit stores the Excess Inventory after the date the Excess Inventory Purchase Price was due.

8. PURCHASE ORDERS

(a) After the building of Customer's pilot Products and at least [***] or lead time whichever is greater, prior to the first day of each following Calendar Quarter, Customer will issue a Purchase Order for the products to be delivered in the following Calendar Quarter.

(b) With mutual agreement of both Parties, Customer may issue a Purchase Order for Materials with lead times longer than [***] or greater, to provide liability coverage for those

Materials as well as provide upside flexibility as described further in this Agreement. Materials are to be used only in the manufacture of customers Product.

(c) It is recommended that Customer places FRU and Spare Parts orders at the same time as ordering products to prevent Price Purchase Variance (PPV) and shipment delays due to lead time issues. In the absence of a spares forecasting process, both Parties agree to develop such process. Paramit shall not be expected to sell Components that have been purchased and designated for the manufacture of the products; as such requests may adversely affect product delivery dates and prevent Paramit from realizing planned revenue.

9. ORDER FLEXIBILITY

(a) Paramit welcomes increases in orders and or requests for earlier deliveries. Paramit will make reasonable efforts to accommodate such changes. Upon any such request, Paramit will promptly investigate lead times, component availability, and possible expediting fees imposed by vendors (or other third parties) and will advise Customer of feasible delivery dates and increased costs, if any. The Parties will mutually agree on the increased number of units of Product or accelerated delivery dates based on then prevailing market conditions, including lead times, component availability, and expediting

fees. In negotiating such an agreement, Paramit will not seek to increase the Product Price and separately pass through to Customer increases in Materials Costs, including any expediting fees and overtime charges for after hours or weekend work requests. For clarity, any incremental charges associated with increased orders will be accounted for at incremental actual cost incurred and no markup whatsoever will be charged. For example, a supplier to Paramit is required to work overtime to meet a request to expedite a Material. The normal labor rate is $10.00 per hour and the overtime rate is time-and-a-half or $15.00 per hour. The labor content of the Material is one hour. Therefore, the Customer will pay the Product Price and be charged separately for $5.00 (the incremental actual cost incurred).

(b) Customer may defer delivery of [***] of Product one time for each Product order, only if the Product original ship date is more than [***] away and such deferral can be no more than [***] and Customer will pay for the remaining Products in accordance with this Agreement. However, within 12 months of the first Product shipment after pilot builds, Customer may defer delivery of [***] of Product one time for each Product order, only if the Product original ship date is more than [***] away and such deferral can be no more than [***] and will pay for the remaining Products in accordance with this Agreement.

(c) With mutual agreement, Customer can reduce lead time and increase flexibility by placing additional Purchase Orders for safety stock of all Materials required for a particular quantity of Products or specific Material with longer than desirable lead times or a combination of the two. In any case, Paramit will provide Customer with an analysis of cost to Customer and effect on lead time of the Product.

(d) Paramit acknowledges Customer's changes in Product design or testing may require incorporating additional changes during the manufacturing process that will cause unanticipated delays and push out the original agreed ship dates. Progress payment will provide timeline flexibility to Customer for making such design and or test enhancements and at the same time facilitates Paramit to recover its expenditure on resources and materials. For any such delays by Customer, its subsidiaries or agents, Customer will agree to make a partial payment of [***] of Product price for the affected quantities. Customer will pay partial payment invoices: (i) net 30, if invoicing will be done within the PO due date or (ii) in 5 business days, if invoicing will be done past the original 30 payment due date. Upon all the necessary Product changes are completed and Customer is ready to receive the Product, Paramit will invoice Customer for the balance of payment upon shipment of the Product.

10. CONFIDENTIAL INFORMATION.

If a Party (the "Disclosing Party") provides, directly or through a third party, proprietary or confidential information to the other Party (the "Receiving Party"), the Receiving Party will hold the information of the Disclosing Party in confidence with the same care as it treats its own proprietary or confidential information of a similar nature (but with no less than a reasonable degree of care), and the Receiving Party will take commercially reasonable precautions to prevent unauthorized disclosure, including requiring written nondisclosure agreements of its employees and limiting access to the information to those employees with a need to know the information. The Disclosing Party shall identify its proprietary or confidential information as such, except where information should be reasonably understood by persons familiar with the industry to be of a proprietary of confidential nature. Paramit will use proprietary or confidential information of Customer solely for the production and supply of Product to Customer. This paragraph does not apply to information of Disclosing Party that the Disclosing Party agrees may be released or to information or Disclosing Party that is published by Disclosing Party or others having the right to do so, or to information of Disclosing Party that is or becomes generally known to the public or within an industry through no fault of the Receiving Party, or to information that the Receiving Party can show was known by the Receiving Party at the time of receipt, is independently developed by the Receiving Party by persons who had no access to customer proprietary or confidential information, or is provided to the Receiving Party by a third party who has a right to provide such information. The Receiving Party is permitted to comply with a legal obligation that requires the Receiving Party to disclose proprietary or confidential information of the Disclosing Party, provided that the Receiving Party shall notify Disclosing promptly of the legal obligation, and will reasonably cooperate with any effort of the Disclosing Party to limit or obtain confidential treatment of such disclosure.

Customer shall take commercially reasonable precautions to prevent disclosure of any information pertaining to Paramit's Intellectual Property (IP) and proprietary information, which is defined as any proprietary information, knowledge and know how that is conceived, created, written, put to practice, designed and developed by Paramit and, constructed through hardware

and software, including data collection, extraction, manipulation, compilation, presentation and reporting tools; know how such as automated, computerized, audio-visual instruction, assembly, verification and validation develop in connection with manufacturing, such as "vpoke" and "Spotlight".

11. INSURANCE.

Paramit agrees to maintain in effect the following types of insurance while manufacturing the product and while in possession of product inventory:

(a) Commercial general liability insurance with policy limits of [***] for each occurrence and [***] in the aggregate.

(b) Automobile liability with policy limits of [***] for combined single limit.

(c) Workers' compensation insurance as required by law. Paramit will provide evidence of insurance on request.

12. PAYMENT TERMS.

(a) Payment terms are net 30. The Product Price is FOB (Incoterms 2010) Paramit's shipping dock (net of sales and use taxes, if any). All prices are in U.S. Dollars. Paramit will submit invoices to Customer upon shipment of the Product. Each invoice will, at a minimum, refer to Customer's purchase order number, part number, unit price, and total price. If Customer does not object to an invoice within 30 days from the date of the invoice, it is deemed correct. Customer will pay Paramit in full no later than 30 days from the date of Paramit's invoice to Customer. If any sales or use tax applies to the sale or other disposition of product or materials or inventory, Customer will pay the tax.

(b) Customer agrees to provide financial information that includes [***], upon request. This information will not be requested more frequently that once a month.

(c) If Customer does not wish to take delivery of product, and if Paramit agrees, in its sole discretion, to bill and hold product in its possession, Paramit will transfer the Product to an area on Paramit's premises that is segregated from Paramit's manufacturing inventory. Upon such transfer, Customer will be liable to pay for the Product as though it were delivered to Customer. Paramit will store the product for a period not to exceed 90 days from the date the Product would otherwise have been shipped. All risk of loss to such product will be borne by Customer. Customer will sign an acknowledgment in a form requested by Paramit that title to the product passes to Customer, risk of loss to the product passes to Customer, and Customer is liable for the purchase price notwithstanding that delivery has not been made to Customer's location. Product in Paramit possession under the terms of this Section will not be pledged or encumbered in any way.

(d) If Customer fails to pay an invoice within 30 days after payment is first due, Paramit may suspend work on the Product for which payment is overdue. If Customer fails to pay an invoice within 60 days after payment is first due, Paramit may suspend work on all contracts with Customer and Customer shall be in breach of this Agreement. Any sum owing to Paramit by Customer will bear interest at the rate of 1% per month, compound monthly, from the date due until paid.

(e) In the event of Customer's material breach, Paramit is entitled to all remedies allowed by this Agreement or by law. Among other things, Paramit may cancel all further obligations to Customer to manufacture or sell the Product or to provide services.

13. ENGINEERING CHANGE ORDER (ECO) MANAGEMENT

To eliminate potential ambiguity, facilitating clear and effective management of changes to the Product, for any change in the Customer Specifications, Paramit and Customer agree to the following steps:

(1) Customer provides complete engineering ECO package for the proposed change to Paramit.

(2) Paramit will review Materials on order, on hand, Inventory, shipment schedules and provide impact analysis to Customer, which will also include any required Inventory rework charges.

(3) Customer may accept the outcome of ECO impact analysis in writing or ask for a revision and thereafter may accept the revised ECO impact analysis in writing or withdraw the change proposal, prior to ECO implementation.

(4) Upon receipt of written approval of the impact analysis from Customer, Paramit will proceed with ECO implementation.

(5) Customer will provide updated Product purchase order(s), reflecting new revision within 2 business days of providing written approval for ECO implementation to Paramit.

Customer will issue PO for obsoleted components and required rework of existing inventory within a week of providing written approval for ECO implementation to Paramit.

14. GRANT OF MANUFACTURING RIGHTS.

(a) The grant of rights in this section only applies to the manufacture, use, and sale of Product for which the Customer has submitted a purchase order that has been accepted by Paramit.

(b) If the Product, or any part thereof, is claimed by one or more patent(s) owned or controlled by Customer, Customer grants Paramit the limited right under such patent(s) to make, any Product ordered by Customer, only to the extent necessary for Paramit to perform its obligations to manufacture such Product under this Agreement. If the Product, or any part thereof, is protected by copyright held by Customer, Customer grants Paramit the limited, nonexclusive right under such copyright to reproduce the copyrighted work, to prepare derivative copies based on the copyrighted work, to distribute copies of the copyrighted work, and to perform or display the copyrighted work only to the extent necessary for Paramit to manufacture such Product ordered by Customer under this Agreement and to sell such Product to Customer. If the Product or any part thereof, is protected by trademark, trade secret, or other intellectual property rights, Customer grants Paramit the limited, nonexclusive right under such intellectual property right to make, the Product using such intellectual property rights only to the extent necessary for Paramit to manufacture such Product under this Agreement and to sell such Product to Customer. The grant of manufacturing rights will also extend to the right of Paramit to procure Materials of the Product that Paramit should order through sub-tier vendors, such as FAB, cable assemblies, sheet metals, plastics or other required custom Materials.

(c) Customer represents and warrants that Customer has the right, power, and authority to grant such rights to Paramit.

15. LIMITATION OF LIABILITY.

In no event, whether as a result of breach of contract, breach of warranty, tort (including active or passive negligence), strict liability, Product liability, or otherwise, shall either Party be liable to the other Party for any consequential or punitive damages of any kind, including loss of profits, loss of use, or interruption of business, whether or not such Party was advised of the possibility of such damages. Except for Customer's obligation to indemnify Paramit under Section 16, in no event shall either Party's liability to the other Party, its successors or assigns under this Agreement exceed [***]. The statute of limitations for an action by Customer for breach of Warranty or for other claim with respect to Product is shortened to two years from the date of shipment of the Product (i.e., an action must be filed before the second anniversary of the date of shipment).

16. INDEMNIFICATION.

Customer agrees to defend and indemnify Paramit and its employees against any liability (including attorney's fees, interest, and penalties), and to hold Paramit and its employees harmless against any loss or expense (including attorney's fees, interest, and penalties), arising out of a claim of a third party that is based on any alleged defect in, or infringement of a third party's intellectual property resulting from the Customer's Specifications. The foregoing indemnification obligation applies to, among other things, any claim that the Customer's Specifications of the Product infringes a patent, copyright, trade secret, trademark, maskwork, or

other intellectual property right of a third party, any claim that the manufacture, shipment, or use of the Product pursuant to the Customer's Specifications and any claim that the Product, as a result of the Customer Specification, is unsafe or unreasonably dangerous or negligently caused personal injury or property damage.

Paramit agrees to defend and indemnify Customer and its employees against any liability (including attorney's fees, interest, and penalties), and to hold Customer and its employees harmless against any loss or expense (including attorney's fees, interest, and penalties), arising out of a claim of a third party that (a) is based on Paramit's manufacturing of the Product (except to the extent Paramit is indemnified by Customer under the terms of the preceding paragraph); or (b) any claim that Paramit's manufacturing methods infringe a patent, copyright, trade secret, trademark, maskwork, or other intellectual property right of a third party.

Each Party agrees to give the other Party prompt written notice of any claims made for which the other Party might be liable under this Article 16. The indemnifying Party shall have the opportunity to defend, negotiate, and settle such claims; provided, however, that the indemnified Party shall be entitled to participate in the defense of such matter and to employ at its expense counsel to assist therein. The Party seeking indemnification shall provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the expense of the indemnifying Party. Neither Party shall be bound in any way by any settlement of a claim or suit made without its prior written consent; provided, however, that the indemnified Party shall not unreasonably withhold or delay such consent.

17. FORCE MAJEURE.

A Party to this Agreement is excused from liability for non-performance or for delay in performance if such non-performance or delay is caused by a force beyond the reasonable control of the Party and if such Party is unable to overcome the effect of the force on non-performance or delay by the exercise of due diligence at reasonable cost. Such a force includes acts of God (including floods, tornadoes, windstorms, lightning, epidemics, earthquakes, and landslides), fires or explosions (whether or not caused by negligence of an employee of a Party), strikes affecting the Party or labor disputes affecting third Parties (such as suppliers or freight companies), acts of war, terrorist acts, insurrection or civil disturbance, and governmental acts (such as seizures, quarantines, or embargoes). The foregoing applies whether the force affects a Party to this Agreement or a third party (such as a supplier or freight carrier). Financial inability of a Party to perform, no matter what the cause of such inability, is not excused by this paragraph. A Party claiming excuse under this paragraph shall promptly notify the other Party of the force causing non-performance or delay and the probable duration.

A Party affected by an event of force majeure shall use its commercially reasonable efforts to remedy such event and the effects thereof with all reasonable dispatch; provided, however, that

this Article 17 shall not require that the affected Party to settle a strike or labor controversy by acceding to the demands of the opposing Party or Parties.

18. TERM AND TERMINATION

(a) This Agreement shall take effect as of the Effective Date and, unless earlier terminated pursuant to this Article 18, shall expire on the 3rd anniversary thereof, subject to automatic one (1) year term extensions. Either party can terminate this Agreement for convenience at any time, upon written notice to the other Party at least nine (9) months prior to the expiration of the then current term.

(b) Customer shall have the right, to terminate this Agreement: upon three (3) months written notice to Paramit upon the occurrence of any of the following:

(i) the failure of Paramit to obtain or maintain any governmental licenses, registrations, or approvals required in connection with the manufacturing of the Product; or

(ii) the attempted assignment or delegation by Paramit of any of its rights or obligations hereunder without the prior consent of Customer pursuant to this Agreement.

(c) Paramit shall have the right, at its sole discretion, to terminate this Agreement upon 30 days written notice to Customer upon the material breach of this Agreement through a failure of Customer to pay any invoice when due as provided in Section 12.

(d) Either Party hereto shall have the right to terminate this Agreement by written notice to the other party hereto, upon the occurrence of any of the following:

(i) the other Party files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or consents to the appointment of a receiver or trustee, or makes as assignment for the benefit of creditors, or becomes subject to involuntary proceedings under any bankruptcy or insolvency law (which proceedings remain undismissed for sixty (60) days); or

(ii) the other Party fails to cure a material breach, within sixty (60) days after receiving written notice from the non-breaching Party.

(e) Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior of such expiration or termination. The rights and obligations of the Parties under Sections 4, 5, 6, 7, 10, 15, 16 and 19 shall survive expiration or termination of this Agreement.

(f) Upon the expiration or termination of this Agreement, each Party shall promptly return to the other all proprietary or confidential information that it has received pursuant to this

Agreement. Customer must purchase from Paramit any Excess Materials and Excess Inventory of the Product held by Paramit as of the date of such termination or expiration as provided in Section 6 and 7.

(g) Upon termination by Customer under Section 18(b) or 18(d), Paramit will provide to the Customer the most current Customer Specifications at no cost. Upon Customer's request, Paramit will provide Paramit created manufacturing instructions for the Product for a reasonable fee. Paramit will reasonably assist with the transfer of the Product manufacturing capabilities by providing engineering, supplier and other support as requested, which will be reasonably invoiced on an hourly basis to Customer in a manner consistent with other Paramit paid engineering and supplier efforts. This service precludes any interaction with another contract manufacturing company.

(h) Prior to expiration or termination of this Agreement, Customer shall have the right to place orders for, and Paramit will accept such orders and continue to supply pursuant to the terms of this Agreement, Product for delivery in the nine months following expiration or termination.

19. MISCELLANEOUS

(a) This Agreement, including any exhibits to this Agreement along with the Particular Purchase Order Terms set forth in a purchase order accepted by Paramit, constitutes the final and complete expression of the Agreement of the Parties with respect to its subject matter. There are no promises, restrictions, representations, warranties, arrangements, or understandings between the Parties other than those expressly set forth in this Agreement. This Agreement supersedes all terms on any purchase order for the Product in effect as of the Effective Date except the Particular Purchase Order Terms. This Agreement supersedes any prior negotiations, understandings, quotations, or agreements, whether written or oral, between the Parties with respect to its subject matter and may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

(b) This Agreement may be amended only by a writing signed by the Parties to this Agreement.

(c) There are no conditions to the effectiveness of this Agreement that are not expressed on the face of this Agreement.

(d) The Parties acknowledge that they have independently negotiated the provisions of this Agreement, that they have relied upon their own counsel as to matters of law, and that neither Party has relied on the other Party with regard to such matters. This Agreement shall be construed as a whole, according to its fair meaning, and without consideration as to which Party drafted this Agreement or any part of it. California Civil Code §1654 shall not be applied to

construe this Agreement, and in the event of a dispute, no provision of this Agreement shall be construed in favor of or against any Party by reason of such Party's contribution to the drafting of this Agreement.

(e) Unless this Agreement expressly provides otherwise, a reference in this Agreement to "days" is a reference to calendar days and a reference in this Agreement to a number of days is a reference to that number of consecutive calendar days. A "business day" is any day that is not a Saturday, Sunday, or other optional bank holiday, listed in California Civil Code §7.1 except Good Friday. If the time for any act to be performed under this Agreement falls on a day that is not a business day, the time for performing such act is extended to 5:00 P.M. of the first day following such time that is a business day.

(f) This Agreement shall be governed by, and construed in accordance with, California law applicable to transactions taking place entirely within and affecting solely California residents whether or not any Party to this Agreement is not a California resident. AA

(g) The Parties may execute this Agreement by signing one copy of this Agreement or by signing duplicate copies of this Agreement, and in the latter case, all of the signed copies will collectively constitute one and the same Agreement, and each signed copy will be deemed an original. The Parties may execute this Agreement by one or more Parties signing one counterpart of this Agreement and one or more Parties signing one or more other counterparts of this Agreement, and the signed counterparts will collectively constitute one and the same Agreement, and each signed counterpart will be deemed an original. Delivery by a Party of the signature page to a counterpart of this Agreement that has been signed by the Party is the same as the Party's delivery of a signed counterpart of this Agreement. In proving this Agreement when it has been executed in counterparts, a Party must prove only that the Party to be charged has signed a counterpart of the Agreement. Delivery by facsimile transmission or by electronic transmission of an image of a signed counterpart of this Agreement or an image of a signed signature page to this Agreement is the same as delivery by hand of an identical document bearing an original ink signature.

(h) The captions of the sections and other headings contained in this Agreement are for convenient reference only, and the words contained in such captions or headings do not control or affect the meaning of the provisions that follow.

(i) A waiver of any term or condition of this Agreement in one or more instances shall not be construed as a general waiver by the Party waiving the condition, who shall be free to insist on future compliance with such term or condition. A waiver of any provision of this Agreement must be in writing and signed by the Party to be charged with the waiver.

(j) Nothing in this Agreement constitutes a partnership or joint venture between the Parties hereto or constitutes any Party the agent or employee of the other Party for any purpose

whatsoever. Neither Party has authority to contract in the name of the other or otherwise to act to bind the other for any purpose.

(k) Except as this Agreement may expressly provide otherwise, there are no third Party beneficiaries of this Agreement. The Parties to this Agreement may freely modify or rescind this Agreement by an Agreement signed by both Parties without consent from any other person and without regard to the effect on any other Party.

(l) In the event of any litigation (including arbitration, as provided below) by the Parties to this Agreement concerning this Agreement or transactions under this Agreement, the prevailing Party shall be awarded all costs of litigation, including attorney's fees and charges for the preparation and trial of the action and for any appeals, expert witness fees, trial and appellate court costs, and deposition and trial transcript expense.

(m) After first production of Product is shipped to Customer, if Paramit efforts lead to cost reductions for the Product, Paramit and Customer will [***] for Product purchased in the first year after the implementation date of the change leading to the cost reduction. Customer will receive [***] of the savings thereafter. If cost savings result from Customer efforts, such as BOM or design changes, Customer will be entitled to [***] of the resulting savings, after depletion of inventory purchased at higher price or (ii) Customer has paid Paramit for such cost difference.

(n) Neither Party or their agents shall directly or indirectly, solicit, or approach the other Party's personnel for recruitment, unless he/she had no longer been working for the Party for 6 consecutive months; provided that either Party may solicit for employment an employee or former employee of the other Party by means of a general public solicitation (through public advertisement or other means) of similarly qualified employees.

(o) All notices or other communications which are required or permitted hereunder shall be in writing and delivered personally, sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Customer, to:

Quanterix, Inc.
113 Hartwell Avenue
Lexington, MA 02421
Attention: Chief Financial Officer

If to Paramit, to PM and CFO:

Paramit Corporation
18735 Madrone Parkway
Morgan Hill, CA 95037

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication shall be deemed to have been given: (i) when delivered, if personally delivered on a business day, (ii) on the business day after dispatch, if sent by nationally-recognized overnight courier, and (iii) on the third business day following the date of mailing, if sent by mail. It is understood and agreed that this Section 19(0) is not intended to govern the day-to-day business communications necessary between the parties in performing their duties, in due course, under the terms of this Agreement.

(p) Without the prior written consent of the other Party hereto, neither Party shall sell, transfer, assign, delegate, pledge, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law or otherwise, this Agreement or any of its rights or duties hereunder; provided, however, that either Party may, without such consent, assign this Agreement and its rights and obligations hereunder to an affiliate, to the purchaser of all or substantially all of its assets related to the Product or the business, or to its successor entity or acquirer in the event of a merger, consolidation or change in control of either Party. Any attempted assignment or delegation in violation of the preceding sentence shall be void. All validly assigned and delegated rights and obligations of the Parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns of either Party.

(q) Paramit shall document and maintain customer complaint process and a change control process as mutually agreed with Customer.

(r) Paramit and Customer agree to regular business reviews nor more frequently than quarterly and no less frequently than annually. Each party shall identify an executive sponsor for the relationship to which issues, if not resolved by the Parties' program teams, can be escalated to for resolution. If after thirty (30) days, the executive sponsors cannot resolve an issue, then the CEOs and/or CFOs of each company shall attempt to resolve the issue for an additional thirty (30) days. If after this second thirty (30) day period the issue may be submitted to binding arbitration as described herein.

(s) In the event of a dispute arising under this Agreement (a "Dispute"), a party shall provide the other party with written notice of the Dispute, and the parties agree to exercise commercially reasonable efforts to resolve the Dispute in good faith by promptly engaging in discussions through a designated executive officer of each party. A Dispute that cannot be resolved within 30 days following the discussions contemplated by the preceding sentence will, upon written demand of either party, be resolved exclusively by final and binding arbitration. Arbitration will be conducted exclusively in San Francisco, California by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to the United States Arbitration Act, 9 U.S.C., § 1 et seq, and the Comprehensive Arbitration Rules and Procedures of JAMS then in effect before a panel of three arbitrators. Each party shall bear its own expenses, and the two parties will share equally the

fees of the arbitrators. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY. Notwithstanding anything in this Agreement to the contrary, each party shall have the right, at its election, to seek injunctive or other equitable relief in any court of competent jurisdiction to enforce or obtain compliance with any provision of this Agreement without first submitting such matter to arbitration. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.

(t) Customer shall identify any hazardous materials on their BOMs or inform Paramit of such items, so that Paramit can take necessary measures to ensure the safety of personnel that will come in contact with such materials. Hazardous materials are materials that are radioactive, flammable, explosive, corrosive, oxidizing, asphyxiating, bio-hazardous, toxic, pathogenic, reagent, or allergenic as it pertains to state and local regulations, referencing CFR49 172.101 and CFR49 171.8.

IN WITNESS WHEREOF, the Parties have signed and delivered the foregoing manufacturing service agreement between Paramit and Customer.

Paramit Corporation	**Quanterix, Inc.**
Rick Kent *(print name of signatory)*	/s/ Kevin Hrusovsky *(print name of signatory)*
Chief Financial Officer *(title of signatory)*	Chairman & CEO *(title of signatory)*
/s/ Rick Kent *(signature)*	/s/ Kevin Hrusovsky *(signature)*
11/23/16 *(date)*	11/28/16 *(date)*

Exhibits

Exhibit A — REPAIR / UPGRADE TERMS AND CONDITIONS

Exhibits B — Pricing and Pricing Models for Product, FRU's and Spare Components (based on pricing spreadsheets from Paramit)

Exhibit A

REPAIR/ UPGRADE TERMS AND CONDITIONS

1. Customer will request RMA number via email or phone prior to sending any Products to Paramit.

2. Customer will provide Product part number, revision and detailed return reason of nonconformance or defect for each unit using a document and format mutually agreed to by the Parties. Customer shall obtain a return material authorization (RMA) number from Paramit, properly pack the Product for shipping, display the RMA number on the shipping container, and ship the nonconforming or defective product to Paramit, which Customer may do freight collect.

3. Paramit will issue RMA number same day via email if request is received prior to 2:00 PST; requests after 2:00 PST will be processed the next business day.

4. Warranty / Out of Warranty

   (a) If Product is returned due to manufacturing process defects or workmanship within 12 months of date of shipment, Product will be repaired at no charge.

   (b) If Product is returned for repair due to defective part that has no pass-through warranty from its manufacturer, Customer will be charged for the replacement part and associated labor. Paramit will buy parts per availability & lead time.

   (c) If Product is returned for repair after expiration of warranty date, Customer will be charges for parts and labor.

   (d) If a Product is returned to Paramit and is processed/ tested but no problem found (NPF), Customer will be charged for processing & testing.

   (e) For non-warranty repair, Customer will issue PO at $0

      i. Paramit will first try to validate failure; then, debug up to 2 hours; any additional work beyond 2 hours will require Customer's approval.

      ii. Paramit will provide estimated quote prior to repair

      iii. After repair is performed, Paramit will provide final repair charges

      iv. Customer will update $0 PO per final repair/ upgrade charges prior to shipment.

5. Product upgrades

Portions of this Exhibit, indicated by the mark "[***]," were omitted and have been filed separately with the Securities and Exchange Commission pursuant to the Registrant's application requesting confidential treatment pursuant to Rule 406 of the Securities Act of 1933, as amended.

   (a) Customer will provide Acceptable Ship List (ASL). The ASL will clearly indicate allowable revision of Product to ship.

   (b) For returned Product that are at earlier revision, Paramit will contact Customer for written approval to upgrade to the most current revision if no specific direction is provided by the Customer. For upgrade instructions, there are two options:

      i. Customer will provide written upgrade instructions.

      ii. Upon Customer's written request, Paramit can create upgrade instruction at a rate of [***], as a onetime NRE charge but will require Customer to provide copies of all necessary ECO's not already in Paramit's possession.

      Once such instruction is created, it can be used for all subsequent incoming Products that are at that particular earlier revision.

6. For cosmetics, Paramit will inspect and assess condition of the Product based on either cosmetic specifications in Customer's Specifications or IPC standard if Customer's Specification does not address cosmetics. Paramit's manufacturing engineer will review and create required documents for cosmetic repair.

7. For volumes greater than [***] of Product, flat fee charges can be established for Products or FRUs that require the same tests and/or upgrades.

8. For PCBAs, if the repair cost is estimated to be greater than [***] of the Price of the FRU, Paramit will contact Customer to obtain authorization prior to performing any additional work. For systems, Paramit will seek Customer approval, if the repair cost is to exceed the mutually established cost threshold.

9. Repair turnaround time is 15 business days from the day the Product is received, provided the required components are available at Paramit and Product does not exhibit multiple failure modes; otherwise, the component lead time will be added to the turnaround time. Additional time may be needed to determine root cause and to repair the multiple failure modes. In such event, Paramit will inform Customer of committed delivery date.

Repair and Upgrade Rates

Activity	Cost
Test / debug rate	[***]
Labor rate	[***] for PCBAs & [***] for Systems
Evaluation Fee	[***] per unit (min. charge; applies to out of warranty and NPF items)
Validate Failure	Test Time (actual hours) x [***]

Repair	Debug time (actual hours up to 2 hrs*) x [***] + cost of parts
Final Test	Test Time x [***]
Final Q/A	[***] for PCBAs & [***] for Systems (minimum Charge $25)
Standard turnaround time	15 business days, if parts are available at Paramit; otherwise, components lead time will be added to turnaround time
Expedite Charge	
3 day turn	Add [***] to the labor charge
4 day turn	Add [***] to the labor charge
5 day turn	Add [***] to the labor charge

*Requires Customer authorization if more debug time is required.

Exhibit B: Pricing Methodology for Instruments; FRU's and Spare Parts (*)

Annual Business Revenue		[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]		[***]	[***]	[***]	[***]	[***]	[***]	[***]

(*) NOTES:

(1) This table provides the actual overhead percentage to be applied at various Annual Business Revenues as shown in the table above. The balance of the table is for reference only. Actual Product Price will be determined by the above formulae based on [***]. The same model will apply to Product, FRU and spare parts.

(2) The formula used for calculation of the Overhead and Profit %age is the following: [***].

(3) Current labor rates for Mechanical Assembly is [***]; for Test and Calibration is [***] and for Manufacturing Engineering is [***]. Any hourly rate increase will be mutually agreed upon.

(4) With mutual agreement, consignment can be used for a select few parts, where Paramit will directly manage these parts with the suppliers. Instead of the Overhead and Profit percentage described in the table above, a [***] consignment management fee will be charged for each consigned part.