UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .
Commission File Number: 001-38319

QUANTERIX CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**20-8957988**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
900 Middlesex Turnpike **Billerica, MA**	**01821**
(Address of principal executive offices)	(Zip Code)

(617) 301-9400
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class:	**Trading Symbol(s):**	**Name of each exchange on which registered:**
Common Stock, $0.001 par value per share	QTRX	The Nasdaq Global Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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	☐	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 pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

As of April 30, 2026, the registrant had 47,105,981 shares of common stock outstanding.

QUANTERIX CORPORATION
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Unless the context otherwise requires, the terms “Quanterix,” the “Company,” “we,” “it,” “us,” and “our” in this Quarterly Report on Form 10-Q refer to Quanterix Corporation and its consolidated subsidiaries.

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements (within the meaning of the U.S. Private Securities Litigation Reform Act of 1995) that involve risks and uncertainties. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q are forward-looking statements. In some cases, forward-looking statements can be identified by words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “seek,” “should,” “target,” “will,” “would,” or the negative of these words, or other comparable terminology. These forward-looking statements include, but are not limited to, statements related to our financial performance and statements related to our expectations about the development and commercialization of our products and about the benefits we may realize from our acquisition of Akoya Biosciences, Inc. and are subject to a number of risks, uncertainties, and assumptions, including those further described in the section titled “Part II, Item 1A. Risk Factors” of this Quarterly Report on Form 10-Q and in the section titled “Part I, Item 1A. Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the U.S Securities and Exchange Commission (the “SEC”) on March 2, 2026, or in other filings that we make with the SEC. Moreover, we operate in a very competitive and rapidly changing environment and new risks emerge from time to time. It is not possible for us to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the forward-looking events and circumstances discussed in this Quarterly Report on Form 10-Q may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

Readers should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in any forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance, or events and circumstances reflected in forward-looking statements will be achieved or occur. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this Quarterly Report on Form 10-Q to conform these statements to new information, actual results, or to changes in our expectations, except as required by law.

Readers should read this Quarterly Report on Form 10-Q, and any documents referenced herein that we have filed with the SEC as exhibits to this Quarterly Report on Form 10-Q, with the understanding that our actual future results, levels of activity, performance, and events and circumstances may be materially different from what we expect.

Service Marks, Trademarks, and Trade Names

“Quanterix,” “Simoa,” “Simoa HD-X,” “Simoa HD-1,” “Simoa ONE,” “SR-X,” “SP-X,” “HD-X,” “LucentAD,” “Lucent Diagnostics,” “Akoya,” “PhenoCycler,” “PhenoImager,” “PhenoCode,” and our logos are our trademarks. All other service marks, trademarks, and trade names appearing in this Quarterly Report on Form 10-Q are the property of their respective owners. We do not intend our use or display of other companies’ service marks, trademarks, or trade names to imply a relationship with, or endorsement or sponsorship of us, by these other companies.

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS (UNAUDITED)

QUANTERIX CORPORATION
CONSOLIDATED BALANCE SHEETS
(in thousands, except per share data, unaudited)

	March 31, 2026	December 31, 2025
ASSETS		
Current assets:		
Cash and cash equivalents	$ 36,182	$ 29,839
Marketable securities	63,083	88,393
Accounts receivable, net of allowance for expected credit losses	26,776	29,972
Inventory	50,959	54,763
Prepaid expenses and other current assets	8,725	9,290
Total current assets	185,725	212,257
Restricted cash	3,344	3,341
Property and equipment, net	21,369	23,672
Intangible assets, net	109,161	131,787
Goodwill	26,710	26,376
Operating lease right-of-use assets	15,861	16,664
Other non-current assets	4,502	4,669
Total assets	$ 366,672	$ 418,766
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 8,657	$ 13,568
Accrued compensation and benefits	9,850	14,979
Accrued expenses and other current liabilities	8,275	17,571
Deferred revenue	15,190	20,728
Operating lease liabilities	7,933	7,916
Total current liabilities	49,905	74,762
Deferred revenue, net of current portion	2,795	5,830
Operating lease liabilities, net of current portion	27,403	29,323
Non-current portion of contingent liabilities	3,547	5,024
Other non-current liabilities	883	8,097
Total liabilities	84,533	123,036
Commitments and contingencies (Note 15)		
Stockholders’ equity:		
Common stock: $0.001 par value; Authorized: 120,000; Issued and outstanding: 47,061 and 46,744 shares at March 31, 2026 and December 31, 2025	47	47
Additional paid-in capital	877,877	873,637
Accumulated other comprehensive loss	(1,013)	(723)
Accumulated deficit	(594,772)	(577,231)
Total stockholders’ equity	282,139	295,730
Total liabilities and stockholders’ equity	$ 366,672	$ 418,766

The accompanying notes are an integral part of these Consolidated Financial Statements.

QUANTERIX CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data, unaudited)

	Three Months Ended March 31,	
	2026	**2025**
Revenues:		
Product revenue	$ 25,479	$ 20,739
Service and other revenue	10,376	8,823
Collaboration and license revenue	560	771
Total revenues	36,415	30,333
Costs of goods sold and services:		
Cost of product revenue	15,140	11,341
Cost of service and other revenue	5,709	4,154
Total costs of goods sold and services	20,849	15,495
Gross profit	15,566	14,838
Operating expenses:		
Research and development	7,323	10,036
Selling, general and administrative	29,770	31,168
Impairment	19,835	—
Total operating expenses	56,928	41,204
Loss from operations	(41,362)	(26,366)
Other income (expense), net:		
Interest income	892	3,267
Change in fair value of contingent liabilities	1,501	(379)
Other income, net	21,421	61
Loss before income taxes	(17,548)	(23,417)
Income tax benefit	7	2,913
Net loss	$ (17,541)	$ (20,504)
Net loss per common share, basic and diluted	$ (0.37)	$ (0.53)
Weighted-average common shares outstanding, basic and diluted	46,979	38,718

The accompanying notes are an integral part of these Consolidated Financial Statements.

QUANTERIX CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(in thousands, unaudited)

	Three Months Ended March 31,	
	2026	**2025**
Net loss	$ (17,541)	$ (20,504)
Other comprehensive loss, net of tax:		
Unrealized losses on marketable securities	(113)	(8)
Foreign currency translation	(177)	1,267
Total other comprehensive income (loss)	(290)	1,259
Comprehensive loss	$ (17,831)	$ (19,245)

The accompanying notes are an integral part of these Consolidated Financial Statements.

QUANTERIX CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands, unaudited)

	Three Months Ended March 31,	
	2026	**2025**
Cash flows from operating activities:		
Net loss	$ (17,541)	$ (20,504)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization expense	5,603	2,188
Credit losses on accounts receivable	305	53
Accretion of marketable securities	(150)	(979)
Operating lease right-of-use asset amortization	797	561
Stock-based compensation expense	4,528	5,462
Impairment	19,835	—
Change in fair value of contingent liabilities	(1,501)	379
Recognition of off-market liability	(13,975)	—
Other operating activity	15	(412)
Changes in assets and liabilities:		
Accounts receivable	2,717	4,329
Inventory	3,221	2,085
Prepaid expenses and other current assets	453	421
Accounts payable	(4,846)	399
Accrued compensation and benefits, accrued expenses, and other current liabilities	(7,254)	(3,517)
Deferred revenue	(8,572)	299
Net change in other operating assets and liabilities	(1,742)	(4,652)
Net cash used in operating activities	(18,107)	(13,888)
Cash flows from investing activities:		
Purchases of marketable securities	—	(30,246)
Proceeds from sales and maturities of marketable securities	25,350	73,261
Purchases of property and equipment	(87)	(1,256)
Acquisitions, net of cash acquired	—	(8,997)
Net cash provided by investing activities	25,263	32,762
Cash flows from financing activities:		
Deferred acquisition payment	(1,000)	—
Principal payments on financing leases	(83)	—
Proceeds from common stock issued under stock plans	340	668
Payments for employee taxes withheld on stock-based compensation awards	(27)	(575)
Net cash provided by (used in) financing activities	(770)	93
Net increase in cash, cash equivalents, and restricted cash	6,386	18,967
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(40)	861
Cash, cash equivalents, and restricted cash at beginning of period	33,180	59,319
Cash, cash equivalents, and restricted cash at end of period	$ 39,526	$ 79,147

The accompanying notes are an integral part of these Consolidated Financial Statements.

QUANTERIX CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

Note 1. Organization and Nature of Business

Quanterix Corporation ("Quanterix" or the "Company") is a life sciences company transforming healthcare innovation by accelerating biomarker breakthroughs from discovery to diagnostics using its ultra-sensitive translational research and spatial biology instruments, consumables, and services. The Company continues to invest in pushing a paradigm shift in healthcare from an emphasis on later-stage treatment to a focus on earlier detection, monitoring, prognosis, and, ultimately, prevention.

Quanterix's proprietary digital "Simoa" detection technology enables customers to reliably detect protein biomarkers at ultra-low concentrations in blood, serum and other fluids that, in many cases, are undetectable using conventional, analog immunoassay technologies. Multi-plexing biomarker analysis in tissue samples with the Company's "Spatial Biology" platforms enables scientists to understand the localized interactions occurring on the cellular level. The Company believes its combination of technologies will enable scientists to help drive diagnostic innovation in the evolving healthcare landscape with data across the tissue to fluid continuum. Currently, the ability of Quanterix's Simoa platforms to detect proteins in the femtomolar range is enabling the development of novel therapies and diagnostics and has the potential to identify early-stage disease markers before symptoms appear.

The Company sells its proprietary instruments and related consumables worldwide to research laboratories, contract research organizations, academic institutions, and bio-pharmaceutical companies. In addition, the Company provides contract research services and clinical laboratory testing services, including four Laboratory Developed Tests ("LDT"), using its proprietary technology through its Accelerator Laboratory, which is certified under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") (the "Accelerator Laboratory").

Note 2. Significant Accounting Policies

Basis of Presentation

The accompanying Consolidated Financial Statements and Notes to Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) and pursuant to the rules and regulations of the SEC regarding interim financial reporting on Form 10-Q. Accordingly, certain information and disclosures required for complete financial statements prepared in accordance with U.S. GAAP are not included. The Consolidated Balance Sheet and related information as of December 31, 2025 included herein was derived from the audited Consolidated Financial Statements as of December 31, 2025, but does not include all disclosures required by U.S. GAAP on an annual reporting basis.

These Consolidated Financial Statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, as filed with the SEC on March 2, 2026. Since the date of that filing, there have been no changes or updates to the Company’s significant accounting policies, other than those described below.

In the opinion of management, the Consolidated Financial Statements and Notes to Consolidated Financial Statements contain all normal, recurring adjustments necessary for a fair statement of financial position, results of operations, comprehensive loss, and cash flows as of the dates and for the interim periods presented. The results of operations for the three months ended March 31, 2026 may not be indicative of the results for the full year ending December 31, 2026, or any other period.

The Company’s fiscal year is the 12-month period from January 1 through December 31, and all references to “2026,” “2025,” and the like refer to that fiscal year unless otherwise noted. Certain amounts in the prior years’ Consolidated Financial Statements have been reclassified to conform to the current year’s presentation, including the change in accounting principle discussed below.

Change in Accounting Principle

During the quarter ended March 31, 2026, the Company changed its accounting policy for classifying shipping and handling costs for product sales, which are primarily comprised of costs paid to third-party shippers for transporting products to customers. Historically shipping and handling costs have been recorded in selling, general and administrative expenses. Under the new accounting policy, shipping and handling costs are recorded in cost of product revenue. The Company believes this classification is preferable because including these costs in cost of product revenue will better align the costs with the related revenue in the calculation of gross profit and is consistent with the practices of other companies in the same industry.

The Company applied the change in accounting principle retrospectively to all periods presented. The accompanying Consolidated Statements of Operations reflect the effect of the change in accounting principle for all periods presented, which includes a reclassification of $1.6 million from selling, general and administrative to cost of product revenue during the three months ended March 31, 2025. The change in accounting principle had no impact on revenues, loss from operations, net loss, or net loss per share and did not affect the Consolidated Balance Sheets, Consolidated Statements of Comprehensive Loss, Consolidated Statements of Cash Flows, or Consolidated Statements of Stockholders' Equity.

Use of Estimates

The preparation of the Consolidated Financial Statements and Notes to Consolidated Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the end of each fiscal period, and the reported amounts of revenues and expenses during each fiscal period. Such estimates include, but are not limited to, revenue recognition, valuation of inventory, valuation and impairment of goodwill, intangible, and other long-lived assets, valuation of acquired assets and assumed liabilities from acquisitions, valuation of contingent liabilities, recoverability of deferred tax assets, and stock-based compensation expense. The Company bases its estimates on historical experience, known trends, worldwide economic conditions, both general and specific to the life sciences industry, and other relevant factors it believes to be reasonable under the circumstances. On an ongoing basis, management evaluates its estimates and changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

Principles of Consolidation

The Consolidated Financial Statements and Notes to Consolidated Financial Statements include the accounts of Quanterix and its wholly-owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

Foreign Currency

The functional currency of the Company's subsidiaries is generally their respective local currencies. These subsidiary financial statements are translated into U.S. dollars using the period-end exchange rates for assets and liabilities, average exchange rates during the corresponding period for revenue and expenses, and historical rates for equity. The effects of foreign currency translation adjustments are recorded in accumulated other comprehensive income (loss), a component of stockholders' equity on the Consolidated Balance Sheets.

Restricted Cash

The following table summarizes the period ending cash and cash equivalents as presented on the Consolidated Balance Sheets and the total cash, cash equivalents, and restricted cash as presented on the Consolidated Statements of Cash Flows (in thousands):

	As of March 31,	
	2026	2025
Cash and cash equivalents	$ 36,182	$ 76,508
Restricted cash (1)	3,344	2,639
Cash, cash equivalents, and restricted cash	$ 39,526	$ 79,147

(1) Restricted cash consists of collateral for letters of credit issued as security for several of the Company's leased facilities and to secure the Company's corporate credit card program. The short-term or long-term classification is determined in accordance with the expiration of the underlying letter of credit and security.

Stock-Based Compensation

The Company measures and recognizes stock-based compensation expense by calculating the estimated fair value of restricted stock units ("RSUs"), performance stock units ("PSUs"), stock options, or purchase rights issued under the Company's employee stock purchase plan ("ESPP"). The Company generally issues new common shares upon the exercise of options, vesting of Restricted Stock Awards, and ESPP purchases. Awards granted by the Company are routine in nature including new hire, annual, and promotion grants.

The fair value of stock options and purchase rights under the ESPP is estimated using the Black-Scholes option-pricing model. The Black-Scholes model requires the Company to make assumptions about the expected or contractual term of the option or purchase right, the expected volatility, risk-free interest rates, and expected dividend yield. The Company estimates the expected term of options granted to employees utilizing historical exercise data. The expected term is applied to the stock option grant group as a whole, as the Company does not expect substantially different exercise or post-vesting termination behavior among its employee population. The expected volatility is based on the Company's historical volatility. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant, commensurate with the expected term. The expected dividend yield is zero as the Company has never paid dividends and has no current plans to pay any dividends on common stock.

The fair value of RSUs and PSUs that do not contain a market vesting condition is determined using the closing market price of the Company's common stock on the grant date. At each reporting period, the Company reassesses the probability of the achievement of PSU performance conditions and any increase or decrease in share-based compensation expense resulting from the reassessment is treated as a cumulative catch-up in the period of adjustment. If the outcome of such performance conditions is not probable, or is not met, compensation expense is not recognized and any previously recognized compensation expense is reversed.

The fair value of PSUs that contain a market vesting condition is determined on the grant date using a Monte Carlo simulation. A Monte Carlo simulation requires assumptions for the expected volatility, risk-free interest rate, and expected dividend yield. The Company estimates these assumptions in the same manner as stock options and purchase rights under the ESPP. Compensation expense is recognized regardless of achievement of the market conditions.

The Company recognizes stock-based compensation expense on a straight-line basis over an award's requisite service period and recognizes forfeitures as they occur. The requisite service period is the offering period for purchase rights under the ESPP and the vesting period for stock options, RSUs, and PSUs that do not contain a market condition. For PSUs that contain a market condition, the requisite service period is the longer of the derived service period or the explicit service period.

Recently Adopted Accounting Standards

In July 2025, the Financial Accounting Standards Board ("FASB") issued ASU No. 2025-05, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This update provides a practical expedient to assume that current conditions as of the balance sheet date will persist through a reasonable and supportable forecast period for eligible assets when estimating expected credit losses for current accounts receivable and current contract assets arising from transactions accounted for under ASC 606. The new standard became effective for the Company's interim and annual financial statements beginning on January 1, 2026. The Company adopted this standard as of January 1, 2026 on a prospective basis and elected the practical expedient. The adoption did not have a material impact on the Consolidated Financial Statements and related disclosures.

Recent Accounting Standards to be Adopted

In December 2025, the FASB issued ASC Update No. 2025-12, *Codification Improvements*. This update provides a variety of language changes and clarity across several topics which are applicable to the Company. The amendments in this update may be applied prospective or retroactively. Additionally, the Company is permitted to elect the transition method for these updates on an issue-by-issue basis. The new standard will be effective for the Company for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods. The Company is currently evaluating the impact of adoption of the standard on its Consolidated Financial Statements and related disclosures.

In December 2025, the FASB issued ASC Update No. 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements*. This update enhances disclosure of an entity's interim disclosure requirements. The amendments in this update can be applied prospectively or retrospectively. The new standard will be effective for the Company for interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of adoption of the standard on its Consolidated Financial Statements and related disclosures.

In November 2025, the FASB issued ASC Update No. 2025-10, *Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities*. This update establishes guidance for recognition, measurement and presentation of government grants received by public business entities. The new standard may be applied using a modified prospective approach, modified retrospective approach, or retrospective approach. The new standard will be effective for the Company for annual reporting periods beginning after December 15, 2028 and interim reporting periods within those annual reporting periods. The Company is currently evaluating the impact of adoption of the standard on its Consolidated Financial Statements and related disclosures.

In September 2025, the FASB issued ASC No. 2025-06, *Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. This update enhances disclosure of an entity's internal use software by removing prescriptive and sequential software development stages. The amendments in this update can be applied prospectively or retrospectively. The new standard will be effective for the Company for annual reporting periods beginning after December 15, 2027 and interim reporting periods within those annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of adoption of the standard on its Consolidated Financial Statements and related disclosures.

In November 2024, the FASB issued ASU No. 2024-03, *Reporting Comprehensive Income (Topic 220): Expense Disaggregation Disclosures*. This update enhances disclosure of an entity's expenses, primarily through additional disaggregation of income statement expenses. The update also requires entities to disclose qualitative descriptions of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively. The amendments in this update can be applied prospectively or retrospectively. The new standard will be effective for the Company for annual reporting periods beginning after December 15, 2026 and interim reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of adoption of the standard on its Consolidated Financial Statements disclosures.

Note 3. Acquisitions

Akoya Biosciences, Inc.

On July 8, 2025 (the "Akoya Closing Date"), the Company completed the transactions under the Amended and Restated Agreement and Plan of Merger dated as of April 28, 2025 whereby the Company's wholly owned subsidiary, Wellfleet Merger Sub, Inc. merged with and into Akoya Biosciences Inc. ("Akoya"), with Akoya surviving the merger (the "Merger") as a wholly owned subsidiary of the Company.

Akoya, a life sciences technology company previously based in Marlborough, Massachusetts, delivers spatial biology solutions focused on transforming discovery, clinical research, and diagnostics. The acquisition of Akoya was part of the Company's plans to establish the first fully integrated technology ecosystem to identify and measure biomarkers across tissue and blood, expand its technology offerings into oncology and immunology, and expand its portfolio of laboratory service offerings.

Total Consideration Transferred

The following table presents the fair value of the consideration transferred for the Merger as of the Akoya Closing Date (in thousands, except for exchange ratio and stock price):

Total Akoya common stock and equity instruments outstanding as of July 7, 2025		51,136
Exchange Ratio		0.147
Total shares of Quanterix common stock issued		7,517
Quanterix stock price per share as of the Akoya Closing Date	$	6.54
Fair value of Akoya common stock and equity instruments converted to Quanterix common stock	$	49,161
Cash consideration paid (1)		18,942
Cash paid for debt extinguishment (2)		82,131
Fair value of replacement equity awards attributable to pre-combination service (3)		739
Total fair value of consideration transferred	$	150,973

(1) Represents cash paid to Akoya stockholders, including fractional shares, of $0.37 per share of Akoya common stock.
(2) Represents the repayment of Akoya’s long-term debt upon closing of the acquisition, including $7.0 million of early termination, legal, and prepayment fees.
(3) Represents the fair value of certain equity-based awards held by Akoya employees prior to the Akoya Closing Date that were replaced with Quanterix equity-based awards. The portion of these awards that relates to services performed prior to the Akoya Closing Date were included within the purchase price.

Upon completion of the Merger, the Company assumed Akoya's stock incentive plans. All Akoya restricted stock units that were outstanding immediately prior to the completion of the Merger were automatically adjusted by an exchange ratio and converted into an equity award of the same type covering shares of the Company's common stock on the same terms and conditions, including continuing vesting requirements.

Preliminary Allocation of Purchase Price

The following table summarizes, as of March 31, 2026, the preliminary allocation of the purchase price to the estimated fair values of the acquired assets and liabilities assumed:

Assets:		
Cash and cash equivalents	$	16,108
Accounts receivable, net of allowance for expected credit losses		8,616
Inventory		25,493
Prepaid expenses and other assets		5,441
Property and equipment, net		12,087
Intangible assets		121,800
Goodwill (1)		26,710
Operating lease right-of-use assets		4,585
Finance lease right-of-use assets		1,041
Total assets acquired	$	221,881
Liabilities:		
Accounts payable	$	8,266
Accrued expenses and other liabilities		37,107
Deferred revenue		18,879
Operating lease liabilities		5,616
Finance lease liabilities		1,040
Total liabilities assumed		70,908
Net assets acquired	$	150,973

(1) Goodwill represents the estimated fair value of the expected synergies from combining Akoya with Quanterix, as well as the value of the acquired workforce. The goodwill is not deductible for income tax purposes and has been fully assigned to the Akoya reporting unit.

The determination of the fair values of the assets acquired and liabilities assumed involves significant judgment in selecting inputs used in the valuation methodologies, including, but not limited to, projected revenues and expenses, future changes in technology, estimated selling prices, replacement costs or margins, customer attrition rates, covenants not to compete, obsolescence of developed technologies, the likelihood and timing of achieving milestones or performance targets, discount rates, and assumptions about the period of time a brand will continue to be used. The use of different estimates could produce different results.

The purchase price allocation set forth above is preliminary as the Company continues to obtain information to complete the purchase price allocation. Measurement period adjustments, which are based only on facts and circumstances that existed as of the acquisition date, were not material during the three months ended March 31, 2026.

Intangible Assets

The fair value and weighted average amortization period of the intangible assets acquired as of the Akoya Closing Date is as follows (in thousands, except weighted average life amounts):

	Fair Value	Weighted Average Useful Life (in years)
Definite-lived intangible assets:		
Developed technology	$ 99,600	9.6
Customer relationships	2,900	9.2
Total	$ 102,500	9.6
Indefinite-lived intangible assets:		
In process research and development	$ 19,300	
Total intangible assets	$ 121,800	

The Company primarily relied on income based approaches using Level 3 inputs to determine the fair values. A multi-period excess earnings valuation methodology was used for the developed technology and in-process research and development ("IPR&D") intangible assets, and a distributor method was used for the customer relationships intangible. These income approaches required the use of estimates including: projected revenues and expenses related to the particular asset, obsolescence rates, customer retention rates, discount rates, and certain published or readily available industry benchmark data. In establishing the estimated useful life of each definite-lived intangible asset, the Company relied primarily on the duration of the cash flows utilized in the valuation model.

Acquired Diagnostic Development Agreement

As part of the acquisition of Akoya, the Company assumed a diagnostics development agreement (the "Development Agreement") with a biopharmaceutical customer (the "Biopharma Customer"). As of the Akoya Closing Date, the Company assessed the unfavorable terms of the Development Agreement and recorded a $16.7 million off-market liability. The Company determined the preliminary fair value of the off-market liability, which represented the amount by which the terms of the contract with the customer deviate from the terms that a market participant could have achieved, based on an income approach using Level 3 inputs. This income approach required the use of estimates including: projected revenue, expected profit margin, and a discount rate.

On February 25, 2026, the Development Agreement was terminated by mutual agreement of the parties and, in connection with such termination, Quanterix will transfer certain know-how to the Biopharma Customer and grant a non-exclusive, sub-licensable, fully paid license of the related intellectual property. No further consideration is due to either party for the know-how transfer or license.

The IPR&D intangible asset generated by the Merger consisted solely of the intellectual property that will be transferred to the Biopharma Customer. As a result of the termination of the Development Agreement, the Company can no longer realize the benefits from the IPR&D asset and the full $19.3 million balance was recorded as an impairment charge during the three months ended March 31, 2026.

Additionally, as a result of the termination of the Development Agreement, the Company recognized $21.6 million of one-time income during the three months ended March 31, 2026, which consisted of $13.7 million of non-cash income from the off-market liability and $7.9 million of deferred revenue. These amounts were recorded in other income, net on the Company's Consolidated Statements of Operations as the termination of an acquired, off-market, contract is unusual and infrequent in nature.

Acquisition Costs

Acquisition costs are recorded in selling, general and administrative in the Consolidated Statements of Operations and were not material for the three months ended March 31, 2026 and 2025, respectively.

Emission, Inc.

On January 8, 2025 (the "Emission Closing Date"), the Company acquired all of the issued and outstanding shares of capital stock of Emission, Inc. ("Emission"), a life sciences manufacturing company based in Georgetown, Texas. Emission produces large-scale, highly-uniform dye-encapsulating magnetic beads designed for low and mid-plex assays and a mid-plex platform that reads these proprietary beads. The transaction was part of the Company's plans to secure the use of Emission's highly controlled beads in the Company's future products and expansion into a new multi-plex market segment targeting third-party original equipment manufacturer customers. The fair value of the consideration transferred in connection with the acquisition of Emission was $16.6 million, which included a $1.0 million holdback that was paid in the first quarter of 2026.

Contingent Payments

The Emission transaction included two contingent payment arrangements providing for potential additional future cash payments to the seller. An additional $10.0 million was paid in the fourth quarter of 2025 upon completion of certain technical milestones ("Earnout 1") and up to $50.0 million could be payable based on the amount and timing of certain performance targets over a five year period ending December 31, 2029 ("Earnout 2").

Under ASC 805 - *Business Combinations*, the Company determined Earnout 1 was compensation expense and was therefore recognized separately from the business combination. In accordance with ASC 710 - *Compensation*, Earnout 1 was recognized over the period certain technical milestones were completed in 2025. This expense was recorded in research and development and selling, general and administrative expenses on the Consolidated Statements of Operations. During the three months ended March 31, 2025 the Company recognized expense of $3.7 million for Earnout 1.

The preliminary fair value of Earnout 2 on the Emission Closing Date was $6.6 million, which represented purchase price and was included in the accounting for the business combination. Monte-Carlo simulations were used to determine the fair value, including the following significant unobservable inputs: projected revenue, a risk adjusted discount rate, and revenue volatility. Refer to Note 8 - *Fair Value of Financial Instruments* for discussion on the fair value considerations for Earnout 2.

Call Option Agreement

In connection with the closing of the acquisition of Emission, the Company entered into a call option agreement, in which the Emission selling shareholders have the right to repurchase all of the outstanding capital stock of Emission for $10.0 million after five years if Emission's revenues do not exceed $5.0 million in any one year during such five-year period. If the Emission selling shareholders exercise the right to repurchase Emission, the Company will retain a perpetual, fully-paid, irrevocable license to all Emission intellectual property required to continue to manufacture and commercialize the Company's products. The Company determined that the call option is embedded in the purchased shares of Emission and does not require separate accounting unless exercised.

Note 4. Goodwill and Intangible Assets

Goodwill and Impairment

At March 31, 2026, the Company performed a qualitative interim impairment test as result of continued events and circumstances that indicated its goodwill could be impaired, including a larger than expected decline in the Company's revenue and bookings primarily due to the changing macro-economic conditions resulting from reductions in U.S. federal research funding and import tariffs. This test was performed on its Akoya reporting unit since all remaining goodwill had previously been assigned to it. As a result of the qualitative test, the Company determined that its goodwill was not impaired as of March 31, 2026.

Changes in the carrying amount of goodwill were as follows (in thousands):

	Total Goodwill
Balance as of January 1, 2025	$ —
Acquisition of Emission	6,374
Goodwill impairment	(6,374)
Acquisition of Akoya, including measurement period adjustments	26,376
Balance as of December 31, 2025	26,376
Measurement period adjustments to Akoya goodwill	334
Balance as of March 31, 2026	$ 26,710

Intangible Assets

Acquired intangible assets consisted of the following (in thousands, except useful life and weighted average life amounts):

		As of March 31, 2026				
	Estimated Useful Life (in years)	Gross Carrying Value	Accumulated Amortization	Cumulative Translation Adjustment	Net Carrying Value	Weighted Average Life Remaining (in years)
Developed technology	7.0 - 14.0	$ 114,150	$ (10,368)	$ —	$ 103,782	9.3
Know-how	8.5	13,000	(8,834)	(1,540)	2,626	1.8
Customer relationships	8.5 - 10.0	4,260	(1,503)	(4)	2,753	8.3
Total		$ 131,410	$ (20,704)	$ (1,544)	$ 109,161	

		As of December 31, 2025				
	Estimated Useful Life (in years)	Gross Carrying Value	Accumulated Amortization	Cumulative Translation Adjustment	Net Carrying Value	Weighted Average Life Remaining (in years)
Definite-lived intangible assets:						
Developed technology	7.0 - 14.0	$ 114,150	$ (7,596)	$ —	$ 106,554	9.8
Know-how	8.5	13,000	(8,445)	(1,470)	3,085	2.3
Customer relationships	8.5 - 10.0	4,260	(1,408)	(4)	2,848	8.7
Total		$ 131,410	$ (17,449)	$ (1,474)	$ 112,487	
Indefinite-lived intangible assets:						
In-process research and development (1)		$ 19,300	$ —	$ —	$ 19,300	
Total intangible assets		$ 150,710	$ (17,449)	$ (1,474)	$ 131,787	

(1) Refer to Note 3 - *Acquisitions* for discussion on the IPR&D impairment during the three months ended March 31, 2026.

The Company recorded amortization expense of $3.3 million and $0.6 million for the three months ended March 31, 2026 and 2025, respectively.

Future estimated amortization expense is as follows (in thousands):

	As of March 31, 2026
2026	$ 9,975
2027	13,193
2028	11,686
2029	11,656
2030	11,656
Thereafter	50,995
Total amortization expense	$ 109,161

Note 5. Revenue and Related Matters

Revenue from Contracts with Customers

The Company's customers primarily consist of entities engaged in life sciences research that pursue the discovery and development of novel therapies and diagnostics for a variety of neurologic, oncologic, cardiovascular, and infectious disease, and through the identification and measurement of other protein biomarkers associated with diseases. The Company's customer base includes pharmaceutical, biotechnology, contract research organizations, academic, and government institutions.

Disaggregated Revenue

When disaggregating revenue, the Company considers all of the economic factors that may affect its revenues. The following tables disaggregate the Company's revenue by geography, based on the location products and services are consumed, and revenue type (in thousands):

	Three Months Ended March 31, 2026				Three Months Ended March 31, 2025			
	North America	EMEA	Asia Pacific	Total	North America	EMEA	Asia Pacific	Total
Product revenue:								
Instruments	$ 1,761	$ 953	$ 1,383	$ 4,097	$ 813	$ 362	$ 1,448	$ 2,623
Consumable and other products	11,745	7,074	2,563	21,382	10,918	4,849	2,349	18,116
Total	$ 13,506	$ 8,027	$ 3,946	$ 25,479	$ 11,731	$ 5,211	$ 3,797	$ 20,739
Service and other revenue:								
Research services	$ 3,861	$ 245	$ 247	$ 4,353	$ 5,006	$ 329	$ 266	$ 5,601
Service-type warranties	1,669	956	282	2,907	1,509	893	192	2,594
Other	1,913	1,088	115	3,116	422	202	4	628
Total	$ 7,443	$ 2,289	$ 644	$ 10,376	$ 6,937	$ 1,424	$ 462	$ 8,823
Collaboration and license revenue:	$ 560	$ —	$ —	$ 560	$ 771	$ —	$ —	$ 771
Total	$ 560	$ —	$ —	$ 560	$ 771	$ —	$ —	$ 771

The following table disaggregates the Company's revenue by technology type (in thousands):

	Three Months Ended March 31,	
	2026	2025
Product revenue:		
Simoa	$ 16,804	$ 20,739
Spatial Biology	8,675	—
Total product revenue	$ 25,479	$ 20,739
Service and other revenue:		
Simoa	$ 6,678	$ 8,823
Spatial Biology	3,698	—
Total service and other revenue	$ 10,376	$ 8,823

All of the Company's collaboration and license revenue was generated by Simoa technology.

For the three months ended March 31, 2026 and 2025, no customer accounted for more than 10% of the Company's total revenues. As of March 31, 2026 and December 31, 2025, no customer accounted for more than 10% of the Company's gross accounts receivable.

Contract Assets

There were no contract assets as of March 31, 2026 or December 31, 2025.

Deferred Revenue

During the three months ended March 31, 2026 and 2025, the Company recognized $3.5 million and $2.5 million of revenue, respectively, related to its deferred revenue balance at January 1 of each such period. Additionally, as a result of the termination of the Development Agreement, the Company recognized $7.9 million of deferred revenue in other income, net during the three months ended March 31, 2026 (refer to Note 3 - *Acquisitions*).

Remaining Performance Obligations

As of March 31, 2026, the aggregate amount of transaction prices allocated to performance obligations that were not yet satisfied, or were partially satisfied, was $18.0 million. Of this amount, $15.2 million is expected to be recognized as revenue in the next 12 months, with the remainder expected to be recognized thereafter. The remaining $2.8 million primarily consists of amounts billed for undelivered services related to initial and extended service-type warranties and research services.

Note 6. Allowance for Credit Losses

The change in the allowance for expected credit losses on accounts receivable is summarized as follows (in thousands):

	2026	2025
Balance as of December 31	$ 2,368	$ 1,042
Provision for expected credit losses	528	186
Write-offs and recoveries collected	(224)	(133)
Balance as of March 31	$ 2,672	$ 1,095

Note 7. Marketable Securities

All of the Company's marketable securities are classified as available-for-sale. The amortized cost, gross unrealized gains, gross unrealized losses, and fair value of the Company's marketable securities, by major security type, were as follows (in thousands):

	As of March 31, 2026			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	$ 6,474	$ —	$ (1)	$ 6,473
U.S. Treasuries	25,336	27	—	25,363
U.S. Government agency bonds	6,028	1	(3)	6,026
Corporate bonds	25,278	—	(57)	25,221
Total marketable securities	$ 63,116	$ 28	$ (61)	$ 63,083

	As of December 31, 2025			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Commercial paper	$ 12,875	$ 2	$ —	$ 12,877
U.S. Treasuries	29,572	78	—	29,650
U.S. Government agency bonds	13,588	7	(1)	13,594
Corporate bonds	32,279	13	(20)	32,272
Total marketable securities	$ 88,314	$ 100	$ (21)	$ 88,393

The following tables present the fair value and gross unrealized losses of the Company's marketable securities aggregated by major security type and length of time that the individual securities have been in a continuous unrealized loss position (in thousands):

	Less Than 12 Months		Greater Than 12 Months	
As of March 31, 2026	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Commercial paper	$ 6,473	$ (1)	$ —	$ —
U.S. Government agency bonds	1,449	(2)	2,596	(1)
Corporate bonds	25,221	(57)	—	—
Total	$ 33,143	$ (60)	$ 2,596	$ (1)

	Less Than 12 Months		Greater Than 12 Months	
As of December 31, 2025	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
U.S. Government agency bonds	$ 450	$ —	$ 3,589	$ (1)
Corporate bonds	19,759	(20)	—	—
Total	$ 20,209	$ (20)	$ 3,589	$ (1)

For marketable securities in an unrealized loss position, the Company does not intend to sell them, it is not more likely than not that the Company will be required to sell them before recovery of their amortized cost bases, and the unrealized losses are not credit related. Accordingly, the Company has not recorded any impairment losses or a credit loss allowance.

The Company did not sell any marketable securities or record any realized gains or losses for the three months ended March 31, 2026. Realized gains or losses for the three months ended March 31, 2025 were not material.

At March 31, 2026 and December 31, 2025, the Company had $0.5 million and $0.7 million, respectively, of accrued interest receivable on its marketable securities, which was recorded in prepaid expenses and other current assets on the Consolidated Balance Sheets.

The following table summarizes the contractual maturities of the Company's marketable securities (in thousands):

	As of March 31, 2026		As of December 31, 2025	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Due within one year	$ 50,330	$ 50,327	$ 71,054	$ 71,141
Due in one to two years	12,786	12,756	17,260	17,252
Total	$ 63,116	$ 63,083	$ 88,314	$ 88,393

Note 8. Fair Value of Financial Instruments

Recurring Fair Value Measurements

The following tables present the Company's fair value hierarchy for its financial instruments that are measured at fair value on a recurring basis (in thousands):

As of March 31, 2026	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Financial assets:				
Cash equivalents:				
Money market funds (1)	$ 22,475	$ 22,475	$ —	$ —
Total cash equivalents	22,475	22,475	—	—
Marketable securities:				
Commercial paper	6,473	—	6,473	—
U.S. Treasuries	25,363	—	25,363	—
U.S. Government agency bonds	6,026	—	6,026	—
Corporate bonds	25,221	—	25,221	—
Total marketable securities	63,083	—	63,083	—
Total financial assets	$ 85,558	$ 22,475	$ 63,083	$ —
Financial liabilities:				
Contingent liabilities (2)	$ 4,183	$ —	$ —	$ 4,183
Total financial liabilities	$ 4,183	$ —	$ —	$ 4,183

As of December 31, 2025	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Financial assets:				
Cash equivalents:				
Money market funds (1)	$ 17,219	$ 17,219	$ —	$ —
Total cash equivalents	17,219	17,219	—	—
Marketable securities:				
Commercial paper	12,877	—	12,877	—
U.S. Treasuries	29,650	—	29,650	—
U.S. Government agency bonds	13,594	—	13,594	—
Corporate bonds	32,272	—	32,272	—
Total marketable securities	88,393	—	88,393	—
Total financial assets	$ 105,612	$ 17,219	$ 88,393	$ —
Financial liabilities:				
Contingent liabilities (2)	$ 5,684	$ —	$ —	$ 5,684
Total financial liabilities	$ 5,684	$ —	$ —	$ 5,684

(1) Included in cash and cash equivalents on the Consolidated Balance Sheets.

(2) The Company's recurring fair value measurements using Level 3 inputs relate to the Company's contingent consideration liability from the acquisition of Emission and the contingent liability assumed in the acquisition of Akoya.

Cash equivalents and marketable securities classified as Level 2 financial assets are initially valued at their purchase price and subsequently valued at the end of each reporting period utilizing third party pricing services or other observable data. The pricing services utilize industry standard valuation methods, including both income and market-based approaches, and observable market inputs to determine the fair value. These observable market inputs include reportable trades, benchmark yields, credit spreads, broker/dealer quotes, bids, offers, current spot rates, and other industry and economic events.

Level 3 Financial Instruments

The following tables present the changes in the Company's Level 3 financial instruments measured at fair value on a recurring basis:

	Level 3 Liabilities		
	Emission (1)	PKI License (2)	Total
Balance as of December 31, 2025	$ 1,988	$ 3,696	$ 5,684
Change in fair value of contingent liabilities	(322)	(1,179)	(1,501)
Balance as of March 31, 2026	$ 1,666	$ 2,517	$ 4,183

	Level 3 Liabilities		
	Emission (1)	PKI License (2)	Total
Balance as of December 31, 2024	$ —	$ —	$ —
Acquisition of Emission - Earnout 2	6,612	—	6,612
Change in fair value of contingent liabilities	379	—	379
Balance as of March 31, 2025	$ 6,991	$ —	$ 6,991

(1) Earnout 2 requires additional consideration to be paid to the selling shareholders based on the amount and timing of certain performance targets. Earnout 2 is measured and paid over a five year period ending December 2029.

(2) As part of Akoya's 2018 acquisition of the Quantitative Pathology Solutions division of Perkin Elmer, Inc., subsequently known as Revvity, Inc. ("PKI"), Akoya entered into a license agreement with PKI (the "PKI License"). The Company recognizes the assumed contingent liability at fair value in accordance with ASC 805. The PKI License is measured and paid over the remaining eight year period ending March 2033.

Monte-Carlo simulations and discounted cash flow analyses were used to determine the fair values, including the following significant unobservable inputs: projected revenue, a risk adjusted discount rate, and revenue volatility. Changes in fair value subsequent to the acquisition date were due to updated valuation inputs. Increases or decreases in the inputs would have resulted in a higher or lower fair value measurements.

The range of outcomes payable for Earnout 2 is zero to $50.0 million. It is not possible to estimate a range of outcomes payable for the PKI License as there is no cap on the amount that could be earned.

The fair value of the contingent liabilities are recorded in accrued expenses and other current liabilities and non-current portion of contingent liabilities on the Consolidated Balance Sheets. Changes in fair value are recorded in change in fair value of contingent liabilities on the Consolidated Statements of Operations.

Other Fair Value Disclosures

During the three months ended March 31, 2026 and 2025, the Company did not transfer financial assets between levels of the fair value hierarchy. Additionally, there have been no changes to the valuation techniques for Level 2 or Level 3 financial assets or liabilities.

Note 9. Inventory

Inventory, net of inventory reserves, consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Raw materials	$ 12,236	$ 13,727
Work in process	9,958	11,030
Finished goods	28,765	30,006
Total inventory	$ 50,959	$ 54,763

Note 10. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	March 31, 2026	December 31, 2025
Accrued professional services	$ 2,126	$ 2,766
Accrued royalties	1,763	1,784
Accrued tax liabilities	1,783	1,125
Acquisition holdback (1)	—	1,000
Off-market liability (2)	—	6,869
Other accrued expenses	2,603	4,027
Total accrued expenses and other current liabilities	$ 8,275	$ 17,571

(1) Represented the holdback associated with the Emission acquisition, which was paid in the first quarter of 2026. Refer to Note 3 - *Acquisitions*.
(2) Represented the current portion of an off-market component of a customer contract assumed in the acquisition of Akoya. This contract was terminated in the first quarter of 2026. Refer to Note 3 - *Acquisitions*.

Note 11. Stockholders' Equity

The following tables summarize the changes in equity during the three months ended March 31, 2026 and 2025, respectively (amounts in thousands):

	Common Stock					
	Shares	Amount	Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders' equity
Balance at December 31, 2025	46,744	$ 47	$ 873,637	$ (723)	$ (577,231)	$ 295,730
Issuance of common stock under stock plans, net of tax and payments	317	—	(288)	—	—	(288)
Stock-based compensation expense	—	—	4,528	—	—	4,528
Unrealized losses on marketable securities, net of tax	—	—	—	(113)	—	(113)
Foreign currency translation, net of tax	—	—	—	(177)	—	(177)
Net loss	—	—	—	—	(17,541)	(17,541)
Balance at March 31, 2026	47,061	$ 47	$ 877,877	$ (1,013)	$ (594,772)	$ 282,139

	Common Stock					
	Shares	Amount	Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders' equity
Balance at December 31, 2024	38,573	$ 39	$ 803,160	$ (3,080)	$ (470,081)	$ 330,038
Issuance of common stock under stock plans, net of tax and payments	228	—	138	—	—	138
Stock-based compensation expense	—	—	5,462	—	—	5,462
Unrealized losses on marketable securities, net of tax	—	—	—	(8)	—	(8)
Foreign currency translation, net of tax	—	—	—	1,267	—	1,267
Net loss	—	—	—	—	(20,504)	(20,504)
Balance at March 31, 2025	38,801	$ 39	$ 808,760	$ (1,821)	$ (490,585)	$ 316,393

Note 12. Stock-Based Compensation

Stock-Based Compensation Plans

In the first quarter of 2026, the Board of Directors approved an increase of 2.0 million shares of common stock to be reserved for issuance under the Amended and Restated 2025 Inducement Plan (the "Inducement Plan"). The Inducement Plan allows for issuance of up to 2,893,465 shares of Quanterix common stock. The only persons eligible to receive grants of nonqualified stock options, RSUs, and other stock-based awards under the Inducement Plan are individuals who satisfy the standards for inducement grants under Nasdaq Listing Rule 5635(c)(4).

Stock option and ESPP activity during the three months ended March 31, 2026 was not material.

Restricted Stock and Performance Stock Units

RSUs represent the right to receive shares of common stock based on continued employment during the vesting period. Shares are delivered to the grantee upon vesting, less shares for the payment of withholding taxes. RSUs generally vest over a four year period. PSUs represent the right to receive shares of common stock based on the achievement of performance or market conditions and continued employment during the vesting period.

During the three months ended March 31, 2026, the Company granted 3.2 million RSUs, which had a weighted average grant date fair value of $6.39 per share, and 1.2 million PSUs, which had a weighted average grant date fair value of $5.62 per share.

For PSUs granted during the three months ended March 31, 2026, 0.8 million contained market vesting conditions based on the Company's volume weighted share price exceeding pre-set prices over a four year performance period. For the 0.4 million PSUs granted containing performance vesting conditions, the number of shares issuable at the end of the one year performance period could be up to 125% of the granted award and is based on the Company's performance against pre-set objectives.

RSUs and PSUs vested or forfeit during the three months ended March 31, 2026 was not material.

Stock-Based Compensation Expense

Stock-based compensation expense was recorded in the following categories on the Consolidated Statements of Operations (in thousands):

	Three Months Ended March 31,	
	2026	2025
Cost of product revenue	$ 155	$ 311
Cost of service and other revenue	214	309
Research and development	526	591
Selling, general and administrative	3,633	4,251
Total stock-based compensation expense	$ 4,528	$ 5,462

As of March 31, 2026, total unrecognized stock-based compensation expense related to unvested Restricted Stock Awards and stock options was $44.9 million, which is expected to be recognized over the remaining weighted-average vesting period of 3.0 years.

Note 13. Net Loss Per Share

The following table presents the computation of basic and diluted net loss per share (in thousands, except per share data):

	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net loss	$ (17,541)	$ (20,504)
Denominator:		
Weighted average common shares outstanding, basic and diluted	46,979	38,718
Net loss per share, basic and diluted	$ (0.37)	$ (0.53)

As the Company was in a net loss position for all periods, the following table presents the common share equivalents (calculated on a weighted average basis) excluded from the calculation of diluted net loss per share (in thousands):

	Three Months Ended March 31,	
	2026	2025
Stock options	4,311	5,018
RSUs and PSUs	3,491	1,688
Estimated ESPP purchases	7	8
Total dilutive shares	7,809	6,714

Note 14. Income Taxes

The Company’s effective tax rates were 0.0% and 12.4% for the three months ended March 31, 2026 and 2025, respectively. The decrease in the effective tax rate was due to a non-recurring benefit in 2025 of $3.0 million related to the release of a portion of the Company's valuation allowance due to taxable temporary differences recorded as part of the Emission acquisition, which are a source of income to realize certain pre-existing federal and state deferred tax assets. The income tax provision and effective tax rate is driven primarily by a valuation allowance in the United States, partially offset by income taxes in foreign jurisdictions.

The Company maintains a valuation allowance on the majority of its deferred tax assets and has concluded that it is more likely than not that the deferred assets will not be utilized.

Note 15. Commitments and Contingencies

Purchase Commitments

The Company’s non-cancellable purchase commitments primarily consist of purchases of raw materials for manufacturing operations under annual and multi-year agreements, some of which have minimum quantity requirements. As of March 31, 2026, the Company’s total purchase commitments under these agreements was not material.

Legal Contingencies

The Company is subject to claims in the ordinary course of business; however, the Company is not currently a party to any pending or threatened litigation, the outcome of which would be expected to have a material adverse effect on its financial condition or results of operations. The Company accrues for contingent liabilities when losses are probable and estimable. If an estimate of a probable loss is a range and no amount within the range is more likely than any other amount in the range, the Company accrues the minimum amount of the range.

Leases

The undiscounted future lease payments for non-cancelable operating and financing leases were as follows (in thousands):

Maturity of lease liabilities as of March 31, 2026		Operating Leases
2026 (remainder)	$	7,653
2027		8,952
2028		8,395
2029		8,570
2030		7,028
Thereafter		695
Total lease payments		41,293
Less: imputed interest		5,957
Total lease liabilities	$	35,336

During the three months ended March 31, 2026, the Company did not enter into any material leases.

Note 16. Related Party Transactions

Due to a change in the composition of its board of directors, the Company no longer has related party relationships with Harvard University or Tufts University.

Additionally, as a result of the termination of the Development Agreement on February 25, 2026, the Company no longer has material related-party transactions with the Biopharma Customer. No amounts were due to or from the Biopharma Customer as of March 31, 2026.

Note 17. Segment Reporting

Operating segments are defined as components of an enterprise about which separate discrete information is available for evaluation by the chief operating decision-maker ("CODM") in deciding how to allocate resources and assess performance. The Company's CODM is the chief executive officer.

The Company continues to operate as one reportable segment as of March 31, 2026. This operating segment is focused on the development and commercialization of comprehensive protein biomarker solutions that identify signatures in blood and tissue to provide insights to providers, patients, and research organizations.

The Company utilizes consolidated net loss as the measure of segment profitability (loss) as required by ASU 2023-07 - *Segment Reporting (Topic 280)*. The CODM uses this measure, along with the significant revenue and expense lines included in the table below, when analyzing the Company's operations and performance and determining how to allocate resources. These measures are consistently used by the CODM in comparing budgeted results versus actuals, in determining when or where to invest resources into specific areas of the business, and for decisions on strategic initiatives, all of which is assessed at the consolidated level.

The following table presents the reconciliation of significant segment information reviewed by the CODM to consolidated net loss:

	Three Months Ended March 31,	
	2026	2025
Total revenues (1)	$ 36,415	$ 30,333
Less:		
Costs of goods sold and services	20,849	15,495
Certain operating expenses (2)	37,093	41,204
Other segment items (3)	(3,986)	(5,862)
Consolidated net loss	$ (17,541)	$ (20,504)

(1) Revenue generated from contracts outside of ASC 606 was not material for the three months ended March 31, 2026 and 2025.
(2) Consists of research and development and selling, general and administrative expenses from the Consolidated Statements of Operations.
(3) Other segment items represent discrete events, non-recurring transactions, or insignificant items that are not used by the CODM to evaluate the Company's performance or allocate resources, and include:
   a. Impairment and restructuring costs – impairment charges for IPR&D, goodwill, and other long-lived assets, and costs associated with approved restructuring plans, including employee separation costs and any associated costs related to implementing a restructuring plan, and vacant leased facilities;
   b. Change in fair value of contingent liabilities – changes in the fair value of contingent payments as a result of updated valuation inputs;
   c. Interest income – interest earned on cash, cash equivalents, and marketable securities, and the accretion of discounts on marketable securities;
   d. Other income, net – gains and losses on foreign currency, and other non-recurring items that are not a part of the Company's core business operations; and
   e. Income tax benefit (expense) – income taxes related to federal, state, and foreign jurisdictions in which the Company conducts business.

The CODM also reviews consolidated balance sheet accounts and activity including cash usage and other working capital changes using the balances as reported on the Consolidated Balance Sheets.

Other than the change in accounting policy for shipping and handling costs (refer to Note 2 - *Significant Accounting Policies*), there have been no changes to the methods used to determine segment profit or loss or the significant segment captions across any of the periods presented.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited Consolidated Financial Statements and Notes to Consolidated Financial Statements in the section titled "Part I. Item 1. Financial Statements (Unaudited)" in this Quarterly Report on Form 10-Q and our audited Consolidated Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Form 10-K"), as filed with the U.S. Securities and Exchange Commission (the "SEC") on March 2, 2026. Certain columns and rows may not add due to the use of rounded numbers. Percentages presented are calculated from the underlying unrounded numbers. In addition to historical information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties, and assumptions. Our actual results, performance, or experience may differ materially from those discussed below due to various important factors, risks, and uncertainties, including, but not limited to, those set forth in the sections titled "Part II, Item 1A. Risk Factors" and "Note Regarding Forward-Looking Statements" included in this Quarterly Report on Form 10-Q or in the section titled "Part I, Item 1A. Risk Factors" of our 2025 Form 10-K. Unless the context otherwise requires, the terms "Quanterix," the "Company," "we," "it," "us, "and "our" in this Quarterly Report on Form 10-Q refer to Quanterix Corporation and its consolidated subsidiaries.

Overview

We are a life sciences company transforming healthcare innovation by accelerating biomarker breakthroughs from discovery to diagnostics using our ultra-sensitive translational research and spatial biology instruments, consumables, and services. We continue to invest in pushing a paradigm shift in healthcare from an emphasis on later-stage treatment to a focus on earlier detection, monitoring, prognosis, and, ultimately, prevention. Our combined platforms have achieved significant commercial adoption with an installed base of over 2,500 instruments and scientific validation with citations in more than 6,500 scientific publications in areas of high unmet medical need and research interest such as neurology, oncology, immunology, and inflammation.

Our proprietary digital "Simoa" detection technology enables customers to reliably detect protein biomarkers at ultra-low concentrations in blood, serum and other fluids that, in many cases, are undetectable using conventional, analog immunoassay technologies. Multi-plexing biomarker analysis in tissue samples with our "Spatial Biology" platforms enables scientists to understand the localized interactions occurring on the cellular level. We believe our combination of technologies will enable scientists to help drive diagnostic innovation in the evolving healthcare landscape with data across the tissue to fluid continuum. Currently, the ability of our Simoa platforms to detect proteins in the femtomolar range is enabling the development of novel therapies and diagnostics and has the potential to identify early-stage disease markers before symptoms appear.

Our instruments are designed to be used either with assays fully developed by us, including all antibodies and supplies required to run the assays, or with "homebrew" assay kits where we supply some of the components required for testing, and the customer supplies the remaining required elements. Accordingly, our installed instruments generate a recurring revenue stream. As the installed base of our instruments increases, we expect total consumables revenue to increase.

We also provide contract research services and clinical laboratory testing services, including four Laboratory Developed Tests ("LDT"), using our proprietary Simoa and Spatial Biology technology through our Accelerator Laboratory, which is certified under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") (the "Accelerator Laboratory"). To date, we have completed over 2,650 projects for more than 500 customers from all over the world using our platforms.

We have an extensive base of worldwide customers including research laboratories, contract research organizations ("CROs"), academic institutions, and bio-pharmaceutical companies. We sell our instruments, consumables, and services through a direct field sales and support organizations in North America and Europe, and through our own sales force and distributors in countries throughout Europe, Asia Pacific, Africa, Latin America, and the Middle East.

Our total revenues were $36.4 million and $30.3 million for the three months ended March 31, 2026 and 2025, respectively. Since our inception, we have incurred annual net losses, including net losses of $17.5 million and $20.5 million for the three months ended March 31, 2026 and 2025, respectively.

We expect operating losses to continue in 2026 as we incur costs related to the following:

- expanding our research and development efforts to improve our existing, or to develop and launch new, assays and instruments. These expenses could be particularly significant if any of our products become subject to additional or more burdensome regulation by the U.S. Food and Drug Administration (the "FDA");
- investing in Lucent Diagnostics, additional LDTs, and other diagnostics initiatives including entry into translational pharma and clinical diagnostic markets;
- seeking Premarket Approval ("PMA"), de novo classification, or 510(k) clearance from the FDA for our products, if or when we decide to market products for use in the prevention, diagnosis, or treatment of a disease or other condition;
- strategically acquiring and integrating companies or technologies that may be complementary to our business;
- making required earnout payments under the Emission, Inc. ("Emission") acquisition agreement, which are contingent upon completion of certain performance milestones;
- entering into collaboration arrangements, or in-licensing other products and technologies; and
- adding or enhancing operational, financial, and management information systems.

Subsequent to our acquisition of Akoya Biosciences, Inc. ("Akoya") in 2025, we implemented actions to realize many of the transaction's synergies. As a result of the actions taken to date, on an annualized basis, we have realized approximately $85.0 million of cost synergies.

Recent Business Developments

Business Strategy Update

Following the appointment of our new President and Chief Executive Officer in January 2026, management undertook a comprehensive review of the Company's commercial and product strategy. Upon completion of the review, we announced several planned changes intended to accelerate revenue growth in our research tools business and to further advance our position in the Alzheimer's Disease diagnostics market.

We are making targeted investments to improve commercial effectiveness, including adding experienced sales leadership within our Accelerator business, improving lead generation efforts, and investing in marketing spend. These investments are intended to deepen our pharmaceutical partnerships and to strengthen sales execution and competitive positioning. We are also increasing our strategic focus on Alzheimer's diagnostics by hiring an experienced leader to oversee our diagnostics business, upgrading our HD-X platform with the intent to pursue FDA in vitro diagnostics ("IVD") status in 2027, and investing in laboratory infrastructure and targeted commercial programs. To fund these investments, we are streamlining our product roadmap to focus our efforts on these initiatives, which we believe can positively impact our revenues starting in 2026.

We further believe these changes, supported by sustained investment in our SP-X and SR-X platforms, will enable us to defend and extend our leadership in the early-stage research and translational markets, which remain foundational to the organization.

We continue to expect to be cash flow breakeven in the second half of 2026, although our ability to achieve this goal is dependent on our success in implementing these strategy changes and meeting revenue and expense objectives. Further, our progress could be adversely affected by external factors.

FDA 510(k) Submission for a Multi-Analyte Algorithmic Blood Test for Alzheimer's Disease Detection

On January 31, 2026, we submitted a 510(k) premarket notification to the FDA for a multi-analyte algorithmic blood test for Alzheimer's disease.

This submission represents a significant milestone in the Company's mission to provide superior, non-invasive, high-performance diagnostic tools to aid in the evaluation of patients with cognitive symptoms for possible Alzheimer's disease. The multi-analyte test previously received Breakthrough Device Designation from the FDA, a program intended to accelerate the development and review of devices that provide for more effective treatment or diagnosis of life-threatening or irreversibly debilitating diseases. The test is intended to aid in identifying whether patients with cognitive symptoms are likely to have amyloid brain plaques—a hallmark of Alzheimer's—providing diagnostic clarity through a non-invasive blood test.

LucentAD Complete Medicare Pricing

In November 2025, the Centers for Medicare & Medicaid Services approved a reimbursement rate of $897 for our LucentAD Complete multiplex test. This milestone provides a nationally recognized reference price, an important step for coverage decision with private issuers, enables broader access, and supports efforts to bring this multiplex diagnostic solution to hospitals and laboratories across the country. We are also completing multiple clinical utility studies across the diagnostic continuum spanning from primary care through specialty neurology settings. These studies are expected to demonstrate how LucentAD Complete could improve clinician confidence, patient access, and outcomes at each decision point, which could support obtaining payor coverage including a Local Coverage Determination.

Termination of Diagnostic Development Agreement

As part of the acquisition of Akoya, we assumed a diagnostics development agreement (the "Development Agreement") with a biopharmaceutical customer (the "Biopharma Customer"). On February 25, 2026, the Development Agreement was terminated by mutual agreement of the parties and, in connection with such termination, we will transfer certain know-how to the Biopharma Customer and grant a non-exclusive, sub-licensable, fully paid license of the related intellectual property. No further consideration is due to either party for the know-how transfer or license.

The in-process research and development ("IPR&D") intangible asset generated by the Akoya acquisition consisted solely of the intellectual property being transferred to the Biopharma Customer. As a result of the termination of the Development Agreement, we can no longer realize the benefit of the IPR&D asset. During the three months ended March 31, 2026, the IPR&D was fully impaired and we recorded an impairment charge of $19.3 million.

Additionally, as a result of the termination of the Development Agreement, we recognized $21.6 million of one-time income during the three months ended March 31, 2026, which includes $13.7 million of non-cash income from the contract's related off-market liability and $7.9 million of deferred revenue. These amounts were recorded in other income, net on our Consolidated Statements of Operations, as the termination of an acquired, off-market contract is unusual and infrequent in nature.

Acquisitions

Refer to Note 3 - *Acquisitions* in the Notes to Consolidated Financial Statements for information on our acquisitions of Emission and Akoya, which occurred in 2025.

Change in Accounting Principle

During the quarter ended March 31, 2026, we changed our accounting policy for classifying shipping and handling costs for product sales, which are primarily comprised of costs paid to third-party shippers for transporting products to customers. Historically, shipping and handling costs have been recorded in selling, general and administrative expenses. Under the new accounting policy, shipping and handling costs are recorded in cost of product revenue. We believe this classification is preferable because including these costs in cost of product revenue will better align the costs with the related revenue in the calculation of gross profit and is consistent with the practices of other companies in the same industry.

We applied the change in accounting principle retrospectively to all periods presented. The accompanying Consolidated Statements of Operations and this Management's Discussion and Analysis of Financial Condition and Results of Operations reflect the effect of the change in accounting principle for all periods presented, which includes a reclassification of $1.6 million from selling, general and administrative to cost of product revenue during the three months ended March 31, 2025. The change in accounting principle had no impact on revenues, loss from operations, net loss, or

net loss per share and did not affect the Consolidated Balance Sheets, Consolidated Statements of Comprehensive Loss, Consolidated Statements of Cash Flows, or Consolidated Statements of Stockholders' Equity.

Comparison of Results of Operations for the Three Months Ended March 31, 2026 and 2025:

The following table sets forth select Consolidated Statements of Operations data, and such data as a percentage of total revenues (in thousands, except percentages):

	Three Months Ended March 31,				Increase (Decrease)	
	2026	% of Revenue	2025	% of Revenue	Amount	%
Revenues:						
Product revenue	$ 25,479	70 %	$ 20,739	68 %	$ 4,740	23 %
Service and other revenue	10,376	28 %	8,823	29 %	1,553	18 %
Collaboration and license revenue	560	2 %	771	3 %	(211)	(27)%
Total revenues	36,415	100 %	30,333	100 %	6,082	20 %
Costs of goods sold and services:						
Cost of product revenue	15,140	42 %	11,341	37 %	3,799	33 %
Cost of service and other revenue	5,709	15 %	4,154	14 %	1,555	37 %
Total costs of goods sold and services	20,849	57 %	15,495	51 %	5,354	35 %
Gross profit	15,566	43 %	14,838	49 %	728	5 %
Operating expenses:						
Research and development	7,323	20 %	10,036	33 %	(2,713)	(27)%
Selling, general and administrative	29,770	82 %	31,168	103 %	(1,398)	(4)%
Impairment	19,835	54 %	—	— %	19,835	100 %
Total operating expenses	56,928	156 %	41,204	136 %	15,724	38 %
Loss from operations	(41,362)	(113)%	(26,366)	(87)%	(14,996)	57 %
Other income (expense), net:						
Interest income	892	2 %	3,267	11 %	(2,375)	(73)%
Change in fair value of contingent liabilities	1,501	4 %	(379)	(1)%	1,880	(496)%
Other income, net	21,421	59 %	61	— %	21,360	35,016 %
Loss before income taxes	(17,548)	(48)%	(23,417)	(77)%	5,869	(25)%
Income tax benefit	7	— %	2,913	10 %	(2,906)	(100)%
Net loss	$ (17,541)	(48)%	$ (20,504)	(67)%	$ 2,963	(14)%

Revenues

Total revenues increased $6.1 million, or 20%, to $36.4 million for the three months ended March 31, 2026, compared to $30.3 million for the three months ended March 31, 2025.

For the three months ended March 31, 2026, product revenue consisted of instrument sales of $4.1 million and sales of consumables and other products of $21.4 million. Product revenue increased $4.7 million, or 23%, to $25.5 million for the three months ended March 31, 2026, compared to $20.7 million for the three months ended March 31, 2025. The increase was primarily due to the acquisition of Akoya, which added $8.7 million of product revenue. Product revenue for the legacy Quanterix business decreased $3.9 million, or 19%, primarily due to a full quarter impact in 2026 from reductions in US federal research funding and macro-economic conditions. The impact of these conditions did not begin until the end of the first quarter in 2025 and resulted in lower consumables demand from academic and pharmaceutical customers as research and development spending declined.

Instrument revenues remained flat in the first quarter of 2026 and we expect softness in instrument sales to continue in 2026 as a result of what we believe is a constrained capital funding environment. As we implement the strategic changes to update our HD-X and continue investment in our instruments, or as funding conditions improve, we anticipate a recovery in instrument demand.

We expect the continued uncertain macro-economic environment to cause fluctuations in consumable sales in 2026.

Service revenue increased $1.6 million, or 18%, to $10.4 million, for the three months ended March 31, 2026, compared to $8.8 million for the three months ended March 31, 2025. The increase was primarily due to the acquisition of Akoya, which added $3.7 million of service revenue. For the legacy Quanterix business, service revenue decreased $2.1 million, or 24%, primarily due to lower volumes of sample testing and assay development services in our Accelerator Laboratory. This decline is primarily driven by reduced pipeline development during 2025 and large pharmaceutical projects that have not repeated. While we continue to see strong opportunities in the market, the uncertain macro-economic environment is expected to continue to drive fluctuations in Accelerator Laboratory revenue in 2026.

Cost of Goods Sold and Services

Total cost of goods sold and services increased $5.4 million, or 35%, to $20.8 million for the three months ended March 31, 2026, compared to $15.5 million for the three months ended March 31, 2025.

Cost of product revenue increased $3.8 million, or 33%, to $15.1 million for the three months ended March 31, 2026, compared to $11.3 million for the three months ended March 31, 2025. This increase was primarily due to the acquisition of Akoya, which added $6.3 million to cost of product revenue. This increase was partially offset by a $2.8 million decrease in the legacy Quanterix business primarily related to (1) a $1.8 million decrease in headcount and related compensation and benefit costs, including stock-based compensation, from a restructuring plan implemented in 2025, (2) improvements in inventory management, and (3) lower product sales.

Cost of service and other revenue increased $1.6 million, or 37%, to $5.7 million for the three months ended March 31, 2026, compared to $4.2 million for the three months ended March 31, 2025. This increase was primarily due to the acquisition of Akoya, which added $1.0 million to cost of service and other revenue.

Research and Development

Research and development expense decreased $2.7 million, or 27%, to $7.3 million for the three months ended March 31, 2026, compared to $10.0 million for the three months ended March 31, 2025.

Of the decrease, $4.1 million was related to the legacy Quanterix business and was primarily due to a (1) $1.9 million decrease from a non-recurring charge in 2025 associated with the contingent compensation payable under the acquisition of Emission, (2) a $1.1 million decrease in costs of outside services, research lab supplies, and equipment to enable product development, and (3) a $1.0 million decrease in headcount and related compensation and benefit costs, including stock based compensation, from a restructuring plan implemented in 2025. These decreases were partially offset by the acquisition of Akoya which added $1.4 million research and development expenses.

We believe that our continued investment in research and development is essential to our long-term competitive position. We expect that the realization of synergies from the acquisition of Akoya should enable us to maintain research and development expense at a more consistent level period to period in the future.

Selling, General and Administrative

Selling, general and administrative expense decreased $1.4 million, or 4%, to $29.8 million for the three months ended March 31, 2026, compared to $31.2 million for the three months ended March 31, 2025.

Of the decrease, $7.1 million was related to the legacy Quanterix business and was primarily due to (1) a $3.2 million decrease in due diligence and other acquisition costs related to the acquisitions of Akoya and Emission in 2025, (2) a $1.9 million decrease from a non-recurring charge in 2025 associated with the contingent compensation payable under the acquisition of Emission, (3) a $1.6 million decrease in headcount and related compensation and benefit costs, including stock based compensation, from a restructuring plan implemented in 2025, and (4) a $1.2 million decrease in professional services and consulting fees related to our annual audit and completing the remediation of the material weaknesses in our internal control over financial reporting described in our 2025 Form 10-K. These decreases were partially offset by the acquisition of Akoya, which added $5.7 million of selling, general and administrative expenses.

We do not expect selling, general and administrative expenses in future periods to change at the same rate as total revenue or research and development expenses.

Impairment

We recorded impairment costs of $19.8 million for the three months ended March 31, 2026 primarily related to the impairment of an IPR&D intangible asset. As a result of the termination of the Development Agreement in the first quarter of 2026, we can no longer realize the benefits of the IPR&D asset acquired as part of the Akoya acquisition.

Interest Income

Interest income decreased $2.4 million, or 73%, to $0.9 million for the three months ended March 31, 2026, as compared to $3.3 million for the three months ended March 31, 2025. The decrease was primarily due to lower interest rates and a lower balance of cash, cash equivalents, and marketable securities.

Change in Fair Value of Contingent Liabilities

Change in fair value of contingent liabilities decreased $1.9 million, or 496%, for the three months ended March 31, 2026. The contingent arrangements relate to the acquisition of Emission and the assumption of Akoya's contingent liability from its acquisition of the Quantitative Pathology Solutions division of PerkinElmer, Inc. in 2018. The decrease was due to updates to the valuation inputs.

Income Tax Benefit

Income tax benefit was less than $0.1 million for the three months ended March 31, 2026 as compared to income tax benefit of $2.9 million for the three months ended March 31, 2025. The change was primarily due to the release of a portion of our valuation allowance on deferred tax assets in 2025 related to temporary tax differences from the acquisition of Emission.

Other Income, Net

Other income, net increased $21.4 million to $21.4 million for the three months ended March 31, 2026. As a result of the termination of the Development Agreement in the first quarter of 2026, we recognized $21.6 million of one-time income, which includes $13.7 million of non-cash income from an off-market liability and $7.9 million of deferred revenue. The termination of an acquired, off-market contract is unusual and infrequent in nature.

Liquidity and Capital Resources

Our principal sources of liquidity are cash, cash equivalents, marketable securities, and funds generated from sales of our products and services. As of March 31, 2026, we had $36.2 million of cash and cash equivalents and $63.1 million of marketable securities. Historically we have also financed our operations through equity offerings and borrowings from credit facilities. Our liquidity requirements have consisted, and we expect that they will continue to consist, of sales and marketing expenses, research and development expenses, working capital, general corporate expenses, and contingent payments related to our prior acquisition activity.

We believe our cash, cash equivalents, and marketable securities, along with funds generated from sales of our products and services, will be sufficient to meet our anticipated operating cash requirements for at least 12 months from the date of this Quarterly Report on Form 10-Q.

As a result of the acquisition of Akoya in 2025, along with actions already taken to reduce operating costs, preserve cash, and realize anticipated synergies and other benefits of acquisition, we expect to be cash flow breakeven in the second half of 2026, although our ability to achieve this goal is dependent on our success in implementing the strategy changes discussed above and meeting revenue and expense objectives. Further, our progress could be adversely affected by external factors.

Our future capital requirements will depend on many factors, including, but not limited to, our pace of growth, expansion, or introduction of new instruments, assays, and services, including Lucent Diagnostics and advancing access to our diagnostic tests, market acceptance of our products and services, regulatory requirements, regulatory approval of our products or services, and the effects of competition, technological developments, and broader market and economic trends. We also regularly assess other potential acquisitions and may need capital to pursue acquisitions of complementary businesses, services, and technologies.

To the extent our existing cash, cash equivalents, and marketable securities are insufficient to fund future activities or requirements to continue operating our business, we may need to raise additional capital. If the conditions for raising capital are favorable, we may seek to finance future cash needs through public or private equity, debt offerings, or other financings.

If needed, we cannot guarantee that we will be able to obtain additional funds on acceptable terms, or at all. If we raise additional funds by issuing equity or equity-linked securities, our stockholders may experience dilution. Future debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt. Any debt or equity financing that we raise may contain terms that are not favorable to us or our stockholders. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or our products, or grant licenses on terms that are not favorable to us. If we do not have or are not able to obtain sufficient funds, if needed, we may have to delay development or commercialization of our products and services. We also may have to reduce marketing, customer support, or other resources devoted to our products, or cease operations.

Cash Flows

The following table summarizes our cash flows (in thousands):

	Three Months Ended March 31,	
	2026	**2025**
Net cash used in operating activities	$ (18,107)	$ (13,888)
Net cash provided by investing activities	25,263	32,762
Net cash provided by (used in) financing activities	(770)	93
Net increase in cash, cash equivalents, and restricted cash	$ 6,386	$ 18,967

Operating Activities

We derive cash flows from operations primarily from the sale of our products and services. Our cash flows from operating activities are also significantly influenced by our use of cash for operating expenses to develop new products and services, invest in process and product improvements, and increase our sales and marketing efforts. We have historically experienced negative cash flows from operating activities as we have developed our technology, expanded our business, and built our infrastructure. We expect negative cash flows from operating activities will continue at least through the first half of 2026.

Net cash used in operating activities was $18.1 million and $13.9 million for the three months ended March 31, 2026 and 2025, respectively. The $4.2 million increase in net cash used in operations was primarily due to adjustments for non-cash items related to the termination of the Development Agreement, including a $19.3 million impairment of the related IPR&D intangible asset partially offset by recognition of $13.7 million of non-cash income related to the Development Agreement's off-market liability. The overall change in net cash used in operations was also driven by a change in working capital items, primarily recognition of $7.9 million of deferred revenue associated with the termination of the Development Agreement and a decrease in accounts payable.

Investing Activities

Our primary investing activities have consisted of purchases, sales, and maturities of marketable securities, funds to acquire companies, and capital expenditures for the purchase of property and equipment to support our infrastructure.

Net cash provided by investing activities was $25.3 million during the three months ended March 31, 2026, which consisted of proceeds from sales and maturities of marketable securities of $25.4 million, and $0.1 million for purchases of property and equipment.

Net cash provided by investing activities was $32.8 million during the three months ended March 31, 2025, which consisted of proceeds from sales and maturities of marketable securities of $73.3 million and cash used of $9.0 million for the acquisition of Emission, $30.2 million for the purchase of marketable securities, and $1.3 million for purchases of property and equipment.

Financing Activities

Net cash used in financing activities was $0.8 million during the three months ended March 31, 2026, compared to net cash provided by financing activities of $0.1 million during the three months ended March 31, 2025. These cash flows are primarily related to payment in the first quarter of 2026 of the holdback liability associated with the acquisition of Emission and the issuance of common stock under our equity incentive plans.

Future Cash Obligations

As of March 31, 2026, there have been no material changes to our contractual obligations and commitments from those described in the section titled “Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our 2025 Form 10-K.

In addition to the cash commitments disclosed in our 2025 Form 10-K, we may have other payables and liabilities that may be legally enforceable but are not considered contractual commitments.

Critical Accounting Policies and Estimates

Our critical accounting policies and significant estimates that involve a higher degree of judgment and complexity are described in the section titled “Part II, Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations – Critical Accounting Policies and Estimates” included in our 2025 Form 10-K.

There have been no material changes to our critical accounting policies and estimates as previously disclosed in our 2025 Form 10-K.

Recent Accounting Pronouncements

Refer to Note 2 - *Significant Accounting Policies* in the Notes to Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for a full description of recent accounting pronouncements, including the expected dates of adoption and effects on our Consolidated Financial Statements and related disclosures.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of March 31, 2026, there have been no material changes to the market risk information from those described in the section titled “Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk” included in our 2025 Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Management carried out an evaluation, under the supervision and with the participation of its chief executive officer and chief financial officer, of the effectiveness of the design and operation of its disclosure controls and procedures, as defined in Exchange Act Rules 13a-15(e) and 15d-15(e), as of the end of the period covered by this Quarterly Report on Form 10-Q. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost benefit relationship of possible controls and procedures. Our disclosure controls and procedures are designed to provide a reasonable assurance of achieving their objectives.

Based on the evaluation described above, our principal executive officer and principal financial officer concluded that as of March 31, 2026, our disclosure controls and procedures were effective.

Changes in Internal Control over Financial Reporting

As permitted under the SEC's guidance regarding newly acquired businesses, we have elected to exclude the operations of Akoya, which we acquired on July 8, 2025, from our evaluation of internal control over financial reporting for the quarter ended March 31, 2026. Akoya represented approximately 43% of our consolidated total assets, excluding the preliminary value of goodwill, and 34% of our consolidated revenues as of and for the three months ended March 31, 2026.

While we are in the process of integrating Akoya into our internal controls over financial reporting, we intend to rely on the one-year transition period allowed under the SEC's guidance, and will include Akoya in our annual internal control assessment beginning with our Form 10-K for the year ending December 31, 2026.

There were no changes in our internal control over financial reporting during the three months ended March 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In the ordinary course of business, we are from time to time involved in lawsuits, claims, investigations, proceedings and threats of litigation consisting of intellectual property, contractual, employment, and other matters. While the outcome of any such actions or proceedings cannot be predicted with certainty, as of March 31, 2026, we were not party to any legal proceedings, the outcome of which would be expected to have a material adverse effect on our financial condition or results of operations. Regardless of any outcome, litigation can have a material adverse effect on us due to defense and settlement costs, diversion of management resources, and other factors.

ITEM 1A. RISK FACTORS

Our business is subject to risks and events that, if they occur, could adversely affect our financial condition, results of operations, or the price of our common stock. In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risk factors set forth in the section titled “Part I, Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "Form 10-K"), as filed with the SEC on March 2, 2026. These risk factors are not the only risks we face. Additional risks and uncertainties not currently known to us or that we deem to be not material also may adversely affect our business, financial condition, and results of operations.

As of the date of this Quarterly Report on Form 10-Q, there were no material changes to the risk factors described in our Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES, USE OF PROCEEDS, AND ISSUER PURCHASES OF EQUITY SECURITIES

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Securities Trading Plans of Directors and Executive Officers

During the three months ended March 31, 2026, none of our directors or officers adopted or terminated any contract, instruction, or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement” (as defined in Item 408(c) of Regulation S-K).

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference herein from Form or Schedule	Filing Date	SEC File/ Reg. Number
3.1	Amended and Restated Certificate of Incorporation.		8-K	10/02/2025	001-38319
3.2	Restated Bylaws.		8-K	10/02/2025	001-38319
10.1+	Amended and Restated Quanterix Corporation Non-Employee Director Compensation Policy	X			
10.2+	Separation Agreement by and between the Company and Masoud Toloue.		8-K	01/08/2026	001-38319
10.3+	Employment Agreement by and between the Company and Everett Cunningham.		8-K	01/08/2026	001-38319
10.4+	Amended and Restated 2025 Inducement Plan.		S-8	01/15/2026	333-292362
10.5+	Second Amendment to the Employment Agreement by and between the Company and Vandana Sriram	X			
18.1	Preferability Letter of KPMG LLP Regarding Change in Accounting Principle	X			
31.1	Certification of the Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
31.2	Certification of the Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X			
32.1	Certifications of the Principal Executive Officer and Principal Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X			
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	X			
101.SCH	XBRL Taxonomy Extension Schema Document.	X			
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.	X			
101.DEF	XBRL Taxonomy Extension Definition.	X			
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.	X			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.	X			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	X			

* Certain exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Registrant hereby undertakes to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the Registrant may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any exhibits or schedules so furnished.

+ Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

QUANTERIX CORPORATION

Dated: May 6, 2026

By: /s/ Everett Cunningham

Everett Cunningham
President and Chief Executive Officer
(principal executive officer)

Dated: May 6, 2026

By: /s/ Vandana Sriram

Vandana Sriram
Chief Financial Officer
(principal financial officer and principal accounting officer)

DIRECTOR COMPENSATION POLICY

Amended and Restated Quanterix Corporation Non-Employee Director Compensation Policy

Effective as of January 1, 2025, amended November 20, 2025

I. Overview

The Board of Directors (the "Board") of Quanterix Corporation (the "Company") has approved this Amended and Restated Non-Employee Director Compensation Policy (the "Policy") to provide an inducement to attract and retain the services of qualified persons to serve as directors.

II. Eligibility

This Policy shall apply to each director of the Board who is not an employee of, or compensated consultant to, the Company or any of its Affiliates (as defined in the 2017 Employee, Director and Consultant Equity Incentive Plan, or any successor plan ("the Plan")) (a "Non-Employee Director"). Employees of the Company and their affiliates are not eligible to receive compensation under this Policy.

III. Director Compensation

The following is a description of the compensation arrangements under which our Non-Employee Directors are compensated for their service as directors, including as members of the various committees of our Board, consisting of the cash retainers described in Section III.A and the equity awards described in Section III.B.

A. Cash Compensation

1. *Terms for Cash Payment*

Subject to Section III.A.2, each Non-Employee Director shall receive the following annual cash compensation for his or her service on the Board and committees of the Board:

Base Board Retainer	$50,000
Additional Non-Employee Board Chairman Retainer	$45,000
Additional Lead Director Retainer	$30,000
Additional Audit Committee Chairman Retainer	$20,000
Additional Compensation Committee Chairman Retainer	$15,000
Additional Nominating and Governance Committee Chairman Retainer	$10,000
Additional Audit Committee Member Retainer	$10,000
Additional Compensation Committee Member Retainer	$7,500
Additional Nominating and Governance Committee Member Retainer	$5,000

Cash payments to Non-Employee Directors shall be paid quarterly in arrears on the first Company payroll date, or as soon as administratively practicable, following the end of the fiscal quarter to which service relates (each, a "Payment Date").

Each Non-Employee Director: (i) who is elected or appointed to the Board after the date hereof or (ii) ceases to be a Non-Employee Director during a fiscal quarter, shall receive a prorated cash retainer for

the portion of such partial fiscal quarter during which he or she served on the Board or a committee of the Board (the "Prorated Retainer"). The Prorated Retainer shall be an amount equal to the product of (A) the aggregate amount payable in respect of such Non-Employee Director's service for a full fiscal quarter multiplied by (B) a fraction, the numerator of which is (x) the number of days during such fiscal quarter which the Non-Employee Director served on the Board or committees, and the denominator of which is (y) the total number of days during such fiscal quarter. The Prorated Retainer shall be paid on first Payment Date following such fiscal quarter.

2. *Election for Equity in Lieu of Cash Retainers*

Prior to the end of each calendar year, each Non-Employee Director shall make an annual election by delivery to the Company of an election form, substantially in the form attached hereto as Exhibit A (the "Election Form"), with respect to cash retainers for the following calendar year, indicating whether he or she elects to receive the retainers in cash, as described in Section III.A.1, or in the Company's common stock, $0.001 par value per share ("Common Stock"), in lieu of the cash retainers. If no election has been made as of the first day of the year, the Non-Employee Director shall receive all retainers in cash as set forth in Section III.A.1 or, if a previous election has been made to receive Common Stock in lieu of the cash retainers, such election shall remain in effect for subsequent calendar years until such election is changed by the completion, signature and delivery to the Company of a new Election Form, in accordance with the terms of this Policy. Each newly elected or appointed Non-Employee Director shall make an election prior to, or within 30 days of, his or her initial appointment or election to the Board, for the remainder of the year of such appointment or election, whether to receive the retainers in cash or in Common Stock.

In the event an election is made to receive Common Stock in lieu of cash retainers, such director shall automatically be granted, without any further action by the Board, on the first trading day following each fiscal quarter a number of shares of Common Stock having an aggregate fair market value equal to the aggregate amount of such Non-Employee Director's cash retainer for such fiscal quarter, determined by dividing (A) the aggregate amount of the retainers by (B) the Fair Market Value (as defined in the Plan) of the Common Stock on such trading day.

All Common Stock granted to Non-Employee Directors under this Policy shall be granted under the Plan and will be subject to the terms and conditions set forth in the Plan.

B. Equity Compensation

1. *Annual Equity Awards*

Each Non-Employee Director will automatically be granted, without any further action by the Board, on the first trading day of each fiscal year, an annual award of restricted stock units (each RSU relating to one (1) share of Common Stock (the "RSUs")) covering a number of shares of Common Stock equivalent to 0.05% of the outstanding shares of Common Stock as of the date of grant (the "Annual Award"). The Annual Award shall become vested in full on the first anniversary of the grant date, provided that the Non-Employee Director is a director of the Company on the applicable vesting date.

2. *Initial Equity Awards for Newly Elected Directors*

Upon initial election or appointment of a Non-Employee Director to the Board, such Non-Employee Director will automatically be granted, on his or her election or appointment date, without any further

action by the Board, an award of RSUs covering a number of shares of Common Stock equivalent to 0.1% of the outstanding shares of Common Stock as of the date of grant (the "Initial Award"). The RSUs granted pursuant to Initial Awards shall vest over a three-year period, with one-third vesting on each of the first, second, and third anniversaries of the applicable grant date, provided that the Non-Employee Director is a director of the Company on the applicable vesting date.

All Annual Awards and Initial Awards granted to Non-Employee Directors under this Policy shall be subject to the terms and conditions set forth in the Plan, and the form of Restricted Stock Unit Agreement, each as approved by the Board.

C. Expense Reimbursement

Upon presentation of documentation of such expenses reasonably satisfactory to the Company, each Non-Employee Director shall be reimbursed for his or her reasonable out-of-pocket business expenses incurred in connection with attending meetings of the Board and its committees or in connection with other business related to the Board. Each Non-Employee Director shall also be reimbursed for his or her reasonable out-of-pocket business expenses authorized by the Board or one of its committees that are incurred in connection with attendance at meetings with the Company's management. Each Non-Employee Director shall abide by the Company's travel and other policies applicable to Company personnel.

IV. Policy Review / Amendments

The Compensation Committee or the Board shall review this Policy from time to time to assess whether any amendments in the type and amount of compensation provided herein should be adjusted in order to fulfill the objectives of this Policy. This Policy may only be amended by the Board.

Appendix

QUANTERIX CORPORATION
NON-EMPLOYEE DIRECTOR COMPENSATION ELECTION FORM

In accordance with the Amended and Restated Director Compensation Policy (the "Policy"), of Quanterix Corporation (the "Company"), the undersigned hereby makes the following election for the period from January 1, ____ through December 31, ____ (the "Period") with respect to the non-employee director board and committee cash retainers (the "Retainers") to be earned by the undersigned during the Period:

I elect to receive my Retainers during the Period (please check one of the following):

_____ in cash

_____ in the Company's common stock, $0.001 par value per share ("Common Stock")

In accordance with the Policy, Common Stock shall be granted quarterly in arrears on the first trading day following the end of the fiscal quarter to which service relates and the undersigned shall be granted automatically and without any further action required by the Board of Directors ("Board") under the Company's 2017 Employee, Director and Consultant Equity Incentive Plan or any successor plan (the "Plan") a number of shares of Common Stock having an aggregate fair market value equal to the aggregate amount of the Retainers for such fiscal quarter, determined by dividing (A) the aggregate amount of the Retainers by (B) the Fair Market Value (as defined in the Plan) of the Common Stock on such trading day (rounded down to the nearest whole share), in lieu of the aggregate amount of the Retainers that would otherwise be paid in cash in respect of such fiscal quarter.

_____ _____ ____

Signature Print Name Date

Quanterix
900 Middlesex Turnpike
Building 1
Billerica, MA 01821

tel: 617.301.9400
fax: 617.301.9401

www.quanterix.com

May 5, 2026
Vandana Sriram
Delivered via Email

RE: **Second Amendment to Employment Agreement**

Dear Vandana:

I am pleased to inform you that the Compensation Committee of the Board of Directors of Quanterix Corporation (the "Company") has approved a further enhancement of certain executive-level severance and change in control benefits applicable to you. Changes to your employment agreement, dated August 3, 2023, and amended on April 9, 2024 ("the "Original Agreement"), that extend these benefits to you are set forth herein. These changes will be effective as of the date of your signature below, and at such time, the Original Agreement, as amended by this amendment, shall constitute the "Agreement" as referred to below. Except as explicitly amended by this amendment, all other terms of the Original Agreement (except the amendment dated April 9, 2024, which is superseded by this amendment) shall remain in full force and effect.

In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ***Amendment of Severance Provision:*** Section 7 of the Original Agreement is hereby superseded and replaced in its entirety with the following:

"7. *Severance*: Without limiting the at-will nature of your employment relationship, if Quanterix Corporation (the "Company") terminates your employment without Cause, or if you resign for Good Reason, the Company shall provide you with the following termination benefits (the "Termination Benefits").

(a) Salary Continuation Payments. Continuation of your base salary for a period of twelve (12) months after the date of termination (the "Severance Period") at the salary rate then in effect.

{b) Target Bonus. An amount equal to your annual target bonus for the year of termination

paid in one lump sum on the Company's next regularly-scheduled payroll date following the effective date of the separation agreement described below.

(c) Health Benefits Continuation. Continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with the cost of the regular premium for such benefits shared in the same relative proportion by the Company and you as in effect on the date of termination until the earlier of (i) the end of the Severance Period; or (ii) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA ("Health Benefits Continuation Payments"). Notwithstanding the above, (x) in the event that the Severance Period extends beyond eighteen {18) months following your date of termination, or (y) if the Company otherwise determines in its sole discretion that it cannot provide the foregoing Health Benefits Continuation Payments without potentially violating applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the Company's portion of the monthly COBRA premium (as described above) that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether COBRA continuation coverage remains available (i.e., in the event that the Severance Period extends beyond eighteen (18) months following your date of termination) and shall end on the earlier of (1) the end of the Severance Period, {2) the date you become eligible for health benefits through another employer or otherwise become ineligible for COBRA; or {3) the last day of the twenty-fourth {24th) calendar month following your termination date.

(d) Acceleration of Sign-On Equity Award. Notwithstanding anything to the contrary in the applicable equity plan or the award agreement applicable to your Sign-On Equity Award, any outstanding but unvested portion of your Sign-On Equity Award that would have vested between the date of termination and August 21, 2024 had you remained employed during such time shall accelerate and become fully-vested and exercisable as of the later of (A) the termination date, or (B) the effective date of the separation agreement described below.

If the Company terminates your employment without Cause, or if you resign for Good Reason, and the effective date of such termination occurs within the 90 day period immediately preceding or the twelve (12) month period immediately following a Change- in-Control (such period the "Change-in-Control Period" and such termination a "Change-in- Control Termination"), then the Termination Benefits shall be as follows:

(v) The Severance Period as defined in (a) above shall be a period of twelve (12) months after the date of termination.

(w) Your Health Benefits Continuation shall be as provided in (c) above for the Severance Period defined in (v) immediately above.

(x) An amount equal to your annual target bonus for the year of termination, paid in one lump sum on the Company's next regularly-scheduled payroll date following the effective date of the separation agreement described below.

(y) Notwithstanding anything to the contrary in any applicable equity plan or award agreement, all of your outstanding but unvested equity awards shall accelerate and become fully-vested and exercisable as of the later of (A) the termination date, (B) the effective date of the separation agreement described below, or (C) as of the Change-in-Control.

(z) The Termination Benefits provided in connection with a Change-in-Control Termination pursuant to paragraphs (v), (w), (x) and (y) above shall be in lieu of, and not in addition to, the amounts referenced in paragraphs (a), (b), (c) and (d) above.

Notwithstanding anything to the contrary in this Agreement, you shall not be entitled to any Termination Benefits unless (a) within 60 days of your date of termination, you first (i) enter into, do not revoke, and comply with the terms of a separation agreement in a form acceptable to the Company, which shall include a general release in favor of the Company and related persons and entities, and other provisions regarding non-competition, confidentiality, cooperation, non-disparagement and the like as may be included in the Company's then current form of separation agreement (the "Release"); (ii) resign from any and all positions, including, without implication of limitation, as a director, trustee, and officer, that you then hold with the Company and any affiliate of the Company; and (iii) return all Company property and comply with any instructions related to deleting and purging duplicates of such Company property, and (b) you comply with the terms of your confidentiality and restrictive covenants agreement or any other similar agreements with the Company. The Salary Continuation Payments shall commence within 60 days after the date of termination and shall be made on the Company's regular payroll dates; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the Salary Continuation Payments shall begin to be paid in the second calendar year. In the event you miss a regular payroll period between the date of termination and the first Salary Continuation Payment, the first Salary Continuation Payment shall include a "catch up" payment.

For purposes of this Section:
"Cause" means the occurrence of any of the following (and, if applicable, that the Company has complied with the Cause Process (hereinafter defined) following the occurrence of a circumstance subject to the Cause Process): (i) theft, fraud, embezzlement, misappropriation of assets or property of the Company, or material violation of your confidentiality and restrictive covenants agreement with the Company; (ii) dishonesty, gross negligence, misconduct, neglect of duties, or breach of fiduciary duty to the Company; (iii) violation of federal or state securities laws; (iv) breach of an employment, consulting or other agreement with the Company; (v) the

conviction of a felony, or any crime involving moral turpitude, including a plea of guilty or *nolo contendere;* or (vi) continued, willful and deliberate non-performance by you of your duties hereunder (other than by reason of your physical or mental illness, incapacity or disability).

"Cause Process" means that (1) the Company has reasonably determined in good faith that a "Cause" condition has occurred; (2) the Company has notified you in writing of the first occurrence of the Cause condition within 60 days of the first occurrence of such condition; (3) you are provided a period of 30 days following such notice (the "Cause Cure Period") to remedy the condition; (4) notwithstanding such efforts, the Company reasonably and in good faith determines at the end of the Cause Cure Period that the Cause condition continues to exist; and (5) the Company terminates your employment within 30 days after the end of the Cause Cure Period. If you cure the Cause condition during the Cause Cure Period, Cause shall be deemed not to have occurred. The Company shall not be required to follow the Cause Process as to those conditions which it reasonably determines in good faith cannot be cured within the Cause Cure Period. For the avoidance of doubt, you and the Company acknowledge and agree that clauses (i), (iii) and (v) cannot be cured and shall not be subject to the requirements of the Cause Process.

"Change-in-Control" means the occurrence of any of the following events: (i) any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; (ii) a change in the composition of the Company's Board of Directors occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors where "Incumbent Directors" means directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); (iii) the consummation of a merger or consolidation of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (iv) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets.

"Good Reason" means that you have complied with the Good Reason Process following the occurrence of any of the following actions undertaken by the Company without your express prior written consent: (i) the material diminution in your authority, duties and responsibilities; (ii) a material reduction in your base salary, provided, however, that Good Reason shall not be deemed to have occurred in the event of a reduction in your base salary that is pursuant to a salary reduction program affecting all or a material portion of the similarly situated senior

executive level employees of the Company and that does not adversely affect you to a greater extent than such similarly situated employees; and (iii) a change in the geographic location at which you must regularly report to work and perform services of more than thirty (30) miles, except for required travel on the Company's business; or (iv) a material breach by the Company of any of its obligations to you under its employment agreements with you.

"Good Reason Process" means that (1) you have reasonably determined in good faith that a "Good Reason" condition has occurred; (2) you have notified the Company in writing of the first occurrence of the Good Reason condition within 30 days of the first occurrence of such condition; (3) the Company is provided with a period of 30 days following such notice (the "Cure Period") to remedy the condition; (4) notwithstanding such efforts, you reasonably and in good faith determine at the end of the Cure Period that the Good Reason condition continues to exist; and (5) you terminate your employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred."

2. ***Amendment of Section 280G Provision:*** Section 8 of the Original Agreement is hereby superseded and replaced in its entirety with the following:

"8. *Section 280G:*

(a) If any payment or benefit you would receive under this Agreement, when combined with any other payment or benefit you receive pursuant to a Change-in-Control (for purposes of this Section 8, a "Payment") would constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and, but for this sentence, be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax"), then such Payment shall be either: (i) the full amount of such Payment; or (ii) such lesser amount (a "Reduced Payment") as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in your receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax.

(b) With respect to Section 8(a), if there is more than one method of reducing the Reduced Payment amount that would result in no portion of the Payment being subject to the Excise Tax, then the Payment shall be reduced or eliminated in the following order: (i) cash payments; (ii) taxable benefits; (iii) nontaxable benefits; and (iv) accelerated vesting of equity awards in a manner that maximizes the amount to be received by you.

(c) The determination of whether Section 8(a)(i) or (ii) applies, and the calculation of the amount of the Reduced Payment if applicable, shall be performed by a nationally recognized certified public accounting firm as may be designated by the Company (the "Accounting Firm"). The Accounting Firm shall provide detailed supporting calculations to both the Company and you within fifteen (15) business days of the receipt of notice

from you that there has been a Payment, or such earlier time as is requested by the Company, in a form that can be relied upon for tax filing purposes. All fees and expenses of the Accounting Firm shall be borne solely by the Company.

(d) You may receive a Payment that is, in the aggregate, either more or less than the amount described in Section 8(a)(i) or (ii) (as applicable, an "Overpayment" or "Underpayment"). If it is finally determined by a court of competent jurisdiction pursuant to a final non-appealable judgment, or the Internal Revenue Service, or by the Accounting Firm upon request by either the Company or you, that an Overpayment or Underpayment has been made, then: (i) in the event of an Overpayment, you shall promptly repay the Overpayment to the Company, together with interest on the Overpayment at the applicable federal rate from the date of your receipt of such Overpayment until the date of such repayment; and (ii) in the event of an Underpayment, the Company shall promptly pay an amount equal to the Underpayment to you, together with interest on such amount at the applicable federal rate from the date such amount would have been paid to you had the provisions of Section 8(a)(ii) not been applied until the date of payment."

3. ***Amendment of Section 409A Provision:*** Section 9 of the Original Agreement is hereby superseded and replaced in its entirety with the following:

"9. *Section 409A:*

(a) It is intended that payments under this Agreement are exempt from, or comply with, Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A of the Code, the provision will be read in such a manner so that all payments hereunder are exempt from or comply with Section 409A of the Code. To the extent that any payment or benefit described in this Agreement constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon your termination of employment, then such payments or benefits will be payable only upon your "separation from service." The determination of whether and when a separation from service has occurred will be made in accordance with Treasury Regulation Section 1.409A-1(h).

(b) Anything in this Agreement to the contrary notwithstanding, if, at the time of your separation from service within the meaning of Section 409A of the Code, the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then, to the extent necessary to comply with Section 409A of the Code, any payment or benefit that you become entitled to under this Agreement on account of your separation from service will not be payable and such benefit will not be provided until the date that is the earlier of (A) six months and one day after your separation from service, or (B) your death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment will include a catch-up payment covering amounts that would otherwise have been paid during the six-month

period but for the application of this provision, and the balance of the installments will be payable in accordance with their original schedule.

(c) It is intended that each installment of the severance payments and benefits provided under this Agreement shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code. In no event will the bonus payment described in Section 7(b) or 7(x) hereof, as applicable, be paid after March 15 of the calendar year following the calendar year in which your separation from service occurs.

(d) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement will be provided by the Company or incurred by you during the time periods set forth in this Agreement. All reimbursements will be paid as soon as administratively practicable, but in no event will any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year will not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(e) The Company makes no guarantee of any tax consequences with respect to any payment hereunder, including, without limitation, under Section 409A of the Code. The Company makes no representation or warranty and will have no liability to you or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section, and nothing herein shall be interpreted or construed to transfer any liability for any tax (including a tax or penalty due as a result of a failure to comply with Section 409A of the Code) from you to the Company or to any other individual or entity."

4. ***Amendment of Restrictive Covenants Provision:*** Section 15 of the Original Agreement is hereby superseded and replaced in its entirety with the following:

"15. *Restrictive Covenants:* If the Company elects to enforce the agreement attached as Annex A or any other non-competition provision for which post-employment payments are required under applicable law, the Company may apply the amount of any such payment(s) to the Termination Benefits."

5. ***Non-Competition Agreement:*** In consideration of the benefits contained herein and those recited in Annex A and as a condition precedent to the effectiveness of this amendment to the Original Agreement, you agree to execute, and have executed, the Employee Non-Competition Agreement attached as Annex A hereto.

6. ***Governing Law:*** The terms of this amendment and the Agreement and the resolution of any dispute as to the meaning, effect, performance or validity of this amendment or the Agreement or arising out of, related to, or in any way connected with, this amendment, the Agreement, your employment with the Company or any other relationship between you and the Company (the "Dispute") will be governed by Massachusetts law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal arid state courts located in the Commonwealth of Massachusetts in connection with any Dispute or any claim related to any Dispute, and the prevailing party shall be awarded its attorneys' fees and costs.

Sincerely,
Quanterix Corporation

By: _/s/ Everett Cunningham____
Everett Cunnigham
Chief Executive Officer

Agreed and accepted:

By: _/s/ Vandana Sriram_____
Vandana Sriram

Date: May 5, 2026

Employee Non-Competition Agreement

For good and valuable consideration, including, without limitation, my employment by Quanterix Corporation (the "Company"), access to the Company's proprietary information, trade secrets and goodwill, and, with respect to the non-competition restrictions, the mutually agreed upon consideration set forth in Section 1(c)(i), I hereby agree as follows:

1. Prohibited Competition.

(a) Acknowledgements and Agreements Regarding Competition. I expressly acknowledge that: (i) there are competitive and proprietary aspects of the business of the Company; (ii) during my employment with the Company, the Company shall furnish, disclose or make available to me Proprietary Information (as defined in my Employee Non-Solicitation, Confidentiality and Assignment Agreement) and may provide me with unique and specialized training; (iii) such Proprietary Information and training have been developed and shall be developed by the Company through the expenditure of substantial time, effort and money, and could be used by me to compete with the Company; (iv) if I become employed or affiliated with any competitor of the Company in violation of my obligations in this Agreement, there is a risk that I would disclose the Proprietary Information to such competitor and would use such Proprietary Information, knowingly or unknowingly, on behalf of such competitor; (v) in the course of my employment, I shall be introduced to vendors, suppliers, customers and others with important relationships to the Company, and any and all "goodwill" created through such introductions belongs exclusively to the Company, including, but not limited to, any goodwill created as a result of direct or indirect contacts or relationships between me and any vendors, suppliers or customers of the Company.

(b) Definitions.

(i) "Cause." The term "Cause" shall have the same definition as used in my Employment Agreement with the Company. If my Employment Agreement does not define "Cause", then "Cause" is defined as: (A) commission of, or plea of guilty or nolo contendere to, any crime involving dishonesty or moral turpitude or any felony; (B) willful misconduct or gross negligence in the performance of job duties; (C) any act or omission that results in material harm to the reputation, business or business relationships of the Company; (D) breach of the terms of this Agreement or any other agreement with the Company; (E) failure or refusal to comply with any material policy or rule of the Company; or (F) failure or refusal to perform material job duties or responsibilities to the Company's reasonable satisfaction. I understand that my employment shall be considered to have been terminated for "Cause" if the Company determines in good faith, within the Non-Competition Period (as defined below), that termination for Cause was warranted.

(ii) "Competing." A business shall be deemed to be "Competing" with the Company if the business: (A) (1) develops, manufactures, markets, distributes or sells products that are competitive with or similar to products developed or supplied by the Company; (2) markets, distributes or sells products developed or manufactured by third parties that are competitive with or similar to products developed or supplied by the Company; (3) provides laboratory or other services that are competitive with or similar to services provided by the Company, in each case (1)-(3) including products or services that the Company is developing or in active planning to develop at any time during the one (1) year period prior to the termination of my employment with the Company; or (B) is a business in which I could reasonably be expected to use or disclose Proprietary Information.

(iii) "Non-Competition Period." The term "Non-Competition Period" is defined as the one (1) year period following the termination of my employment with the Company for Cause, or my resignation for any reason or no reason, provided that, in the event that I breach a fiduciary duty to the Company or unlawfully take physical or electronic property of the Company then the duration of the Non-Competition Period shall be increased to two (2) years following the termination of my employment with the Company.

(iv) *"*Restricted Territory.*"* The term "Restricted Territory" is defined as any regional area or territory in which I performed services on behalf of the Company or had a material presence or influence in the two years immediately preceding the Non-Competition Period, or in which the Company engaged in any business activity or was actively planning to engage in any business activity at any time during my employment with the Company.

(c) Non-Competition. During the period in which I am employed by the Company and for the Non-Competition Period, I shall not engage in the following activities either through or on behalf of myself, a third party or another person/entity, whether directly or indirectly, either as principal, partner, stockholder, officer, director, member, employee, consultant, agent, representative or in any other capacity: own, manage, operate or control, or be concerned, connected or employed by, or otherwise associate in any manner with, engage in, or have a financial interest in, any business that is directly or indirectly Competing with the business of the Company within the Restricted Territory (each, a "Restricted Activity"). I understand that my obligations under this Section 1(c) are subject to the Company's election to enforce the non-competition restrictions described herein, as described in Section 1(c)(ii) below.

(i) Mutually Agreed Upon Consideration. In consideration of my agreement not to compete during the NonCompetition Period as set forth above, and so long as I comply with the obligations under Section 1(c), the Company shall pay me an amount equal equivalent to one (1) month's base salary in a lump sum payment on the first payroll date following the Company's election to enforce the Non-Competition Restriction as described below. For the purposes of this subsection 1(c)(i), "base salary" shall mean the amount of base salary paid to me by the Company on a bi-weekly basis, excluding any other form of compensation (including but not limited to, bonuses, commissions, reimbursements, travel discounts or other fringe benefits such as equity). The Company reserves the right to apply any severance payments made to me by the Company, or a portion thereof, against any payment under this Section 1(c)(i)**.**

(ii) Election to Enforce the Non-Competition Restriction. The Company, in its sole discretion, may elect to enforce or waive its rights under Section 1(c) by providing me with written notice of its election or waiver no later than two (2) weeks following the last day of my employment with the Company; provided, however, that in the event I fail to comply with Section 1(c)(iv) below, the two (2) week election period may be extended as permitted by applicable law. I understand that in the event the Company does not elect to enforce its rights under Section 1(c), I shall have no further obligation under Section 1(c). I understand and acknowledge that any such election shall have no effect on my obligations under the remainder of this Agreement, which shall continue in full force and effect in all respects. I acknowledge and agree that nothing in this Section 1(c)(ii) gives me an election as to compliance with Section 1(c). Notwithstanding the foregoing, if the Company determines in good faith, at any time during the above-described election period or otherwise during the Non-Competition Period, that: (A) I breached Section 1(c); (B) I breached my fiduciary duty to the Company; or (C) I unlawfully took physical or electronic property of the Company; then (X) the Company may enforce Section 1(c) without providing the mutually agreed upon consideration in Section 1(c)(i) (or may demand return of such consideration, as described in Section 1(c)(iii) below); and (Y) the Non-Competition Period automatically shall extend to two (2) years after the termination of my employment with the Company in the case of the proviso contained in Section 1(b)(iii).

(iii) Remedies Upon Breach. I acknowledge and agree that if I breach any of my obligations under Section 1(c) of this Agreement at any time during the Non-Competition Period, then, in addition to any other remedies that the Company may have against me, including but not limited to injunctive relief, I shall be obligated to immediately return any payment previously made by the Company pursuant to Section 1(c)(i).

(iv) Notice of Subsequent Employment or Engagement. I agree that at any point prior to the commencement of the Non-Competition Period, in the event that I am considering an opportunity that

would require me to engage in any post-employment professional opportunity (including, but limited to, in the role of employee, consultant, contractor, owner, partner, or otherwise), I shall notify the Company's head of Human Resources of such opportunity in writing. I acknowledge and agree that my acceptance of the payments under Section 1(c)(i) shall be an express representation to the Company that I am in compliance with this Section 1(c)(iv).

(v) Material Breach. I acknowledge and agree that a breach of any provision of this Section 1(c) is a material breach of this Agreement.

2. **Reasonableness of Restrictions.** I acknowledge and agree that the provisions of this Agreement are necessary and reasonable to protect the Company's Proprietary Information, property rights, trade secrets, good will and business interests. I further acknowledge and agree that the types of employment which are prohibited by Section 1 are narrow and reasonable in relation to the skills which represent my principal salable asset both to the Company and to my other prospective employers, and that the specific but broad temporal and geographical scope of Section 1 is reasonable and fair in light of the Company's need to market its services and develop and sell its products in a large geographic area in order to maintain a sufficient customer base, and in light of my material presence or influence in the Restricted Territory during the last two years of my employment with the Company.
3. **Remedies Upon Breach**. I understand that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and I consider them to be reasonable for such purpose. Any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of such breach, the Company, in addition to such other remedies which may be available, will be entitled to specific performance and other injunctive relief.
4. **No Employment Obligation**. I understand that this Agreement does not create an obligation on the Company or any other person to continue my employment. I acknowledge that, unless otherwise agreed in a formal written employment agreement signed on behalf of the Company by an authorized officer, my employment with the Company is at will and therefore may be terminated by the Company or me at any time and for any reason. I also agree that this Agreement will apply to me if I am employed at the Company indirectly, such as through an employment agency.
5. **Survival and Assignment by the Company**. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any material changes in my title, position, duties, salary, compensation or benefits or other terms and conditions of employment. I further understand that my obligations under this Agreement will continue following the termination of my employment regardless of the manner of such termination and will be binding upon my heirs, executors and administrators. The Company will have the right to assign this Agreement to its affiliates, successors and assigns. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any parent, subsidiary or affiliate to whose employ I may be transferred without the necessity that this Agreement be resigned at the time of such transfer.
6. **Disclosure to Future Employers**. I will provide a copy of this Agreement to any prospective employer, partner or coventurer prior to entering into an employment, partnership or other business relationship with such person or entity.
7. **Exit Interview**. If and when I depart from the Company, I may be required to attend an exit interview and sign an "Employee Exit Acknowledgement" to reaffirm my acceptance and acknowledgement of the obligations set forth in this Agreement. During the Restricted Period following termination of my employment, I will notify the Company of any change in my address and of each subsequent employment or business activity,

including the name and address of my employer or other post-Company employment plans and the nature of my activities.

8. **Severability; Blue Pencil**. In case any provisions (or portions thereof) contained in this Agreement will, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If, moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, the court making such determination shall have the power to reduce the duration, geographical scope, activity or subject of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form such provision shall then be enforceable and shall be enforced.
9. **Entire Agreement**. This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior non-competition agreements and understandings, oral or written, between us concerning such subject matter. No modification, amendment, waiver or termination of this Agreement or of any provision hereof will be binding unless made in writing and signed by an authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of such terms, covenants or conditions. In the event of any inconsistency between this Agreement and any other contract between the Company and me, the provisions of this Agreement will prevail.
10. **Interpretation**. This Agreement will be deemed to be made and entered into in the Commonwealth of Massachusetts, and will in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Massachusetts. Any legal action or proceeding with respect to this Agreement shall be brought in Suffolk County Superior Court Business Litigation Session, Boston, Massachusetts. By execution and delivery of this Agreement, each of the parties hereto accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid court. As used in this Agreement, "including" means "including but not limited to".
11. **Acknowledgment; Opportunity to Review**. By signing this Agreement, I hereby acknowledge that I was provided with the opportunity to review the terms of this Agreement, including the obligations under Section 1(c), and that I have had the opportunity to consult with counsel of my own choosing regarding such terms. I further acknowledge that I fully understand the terms of this Agreement and have voluntarily executed this Agreement. This Agreement will take effect ten business days after my signature on this Agreement.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS AGREEMENT CAREFULLY AND AM SATISFIED THAT I UNDERSTAND IT COMPLETELY.

Employee Non-Competition Agreement

IN WITNESS WHEREOF, the undersigned has executed this agreement as a sealed instrument as of the date set forth below.

By: _/s/ Vandana Sriram_____
Vandana Sriram

Date: April 11, 2024
Quanterix Corporation

By: _/s/ Erica Bell_____
Name: Erica Bell
Title: Chief People Officer
Dated: April 9, 2024

May 6, 2026

The Board of Directors Quanterix Corporation
Billerica, Massachusetts

Ladies and Gentlemen:

We have been furnished with a copy of the quarterly report on Form 10-Q of Quanterix Corporation and subsidiaries (the Company) for the three months ended March 31, 2026, and have read the Company's statements contained in Note 2 to the consolidated financial statements included therein. As stated in Note 2 to those financial statements, the Company changed its method of accounting for shipping and handling costs to classify and present these costs in cost of product revenue rather than in selling, general, and administrative expenses and states that the newly adopted accounting principle is preferable in the circumstances because including these costs in cost of product revenue will better align the costs with the related revenue in the calculation of gross profit. In addition, the change is consistent with the practices of other companies in the same industry. In accordance with your request, we have reviewed and discussed with Company officials the circumstances and business judgment and planning upon which the decision to make this change in the method of accounting was based.

We have not audited any financial statements of the Company as of any date or for any period subsequent to December 31, 2025, nor have we audited the information set forth in the aforementioned Note 2 to the consolidated financial statements; accordingly, we do not express an opinion concerning the factual information contained therein.

With regard to the aforementioned accounting change, authoritative criteria have not been established for evaluating the preferability of one acceptable method of accounting over another acceptable method. However, for purposes of the Company's compliance with the requirements of the Securities and Exchange Commission, we are furnishing this letter.

Based on our review and discussion, with reliance on management's business judgment and planning, we concur that the newly adopted method of accounting is preferable in the Company's circumstances.

Very truly yours,

/s/ KPMG LLP

Exhibit 31.1

CERTIFICATIONS UNDER SECTION 302

I, Everett Cunningham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quanterix Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2026

/s/ Everett Cunningham

Everett Cunningham
President and Chief Executive Officer
(principal executive officer)

Exhibit 31.2

CERTIFICATIONS UNDER SECTION 302

I, Vandana Sriram, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Quanterix Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2026

/s/ Vandana Sriram

Vandana Sriram

Chief Financial Officer

(principal financial officer and principal accounting officer)

Exhibit 32.1

CERTIFICATIONS UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Quanterix Corporation, a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report for the period ended March 31, 2026 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 6, 2026

/s/ Everett Cunningham

Everett Cunningham
President and Chief Executive Officer

Dated: May 6, 2026

/s/ Vandana Sriram

Vandana Sriram
Chief Financial Officer