

OYSTER POINT PHARMA, INC.
PURCHASE ORDER TERMS AND CONDITIONS

1. Complete Agreement. This Purchase Order will become a binding agreement of Oyster Point Pharma, Inc. ("Company") and the seller of the goods or services set forth in this Purchase Order (the "Seller") upon Seller's written acceptance of this Purchase Order or Seller's commencing performance of this Purchase Order, whichever occurs first. Company and Seller may each be referred to herein as a "Party" or collectively as the "Parties." This Purchase Order, together with the specifications, drawings and any other documents referred to herein and therein, which by this reference are all made a part hereof, constitute the entire agreement between the Parties, and all prior negotiations, proposals, and writings pertaining to this Purchase Order or the subject matter hereof, are superseded. Any terms and conditions stated in Seller's proposal or other documents, or in any invoice, acknowledgment or other communication issued by Seller in connection with this Purchase Order will not be binding on the Parties, and will not be considered to be Seller's exceptions to the provisions of this Purchase Order. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller will immediately submit the matter to Company for its determination and will comply with the determination of Company in such matter.
2. Change Orders. Changes to this Purchase Order may be made only upon the mutual written agreement of the Parties through a change order ("Change Order"). The Change Order shall detail the estimated costs of any such changes using the same or similar methods to those used in the Purchase Order. No changes or additions shall be implemented until both Parties execute the Change Order.
3. Subcontractors. Seller may not subcontract any portion of the performance of this Purchase Order unless pre-approved in writing by Company. In such case, Seller shall cause each approved subcontractor to abide by the terms and conditions of this Purchase Order, and (ii) will be liable for the acts and omissions of such subcontractor as if such acts and omissions were those of Seller.
4. Fees. In consideration of the provision of the goods or the performance of the services described in this Purchase Order, Company agrees to pay to Seller the amounts specified in the Purchase Order (the "Fees") as full payment for such goods or services, subject to the other terms and conditions of this Purchase Order. Unless explicitly set forth in the Purchase Order, Company will have no liability for any other fees, expenses or costs incurred by Seller. All amounts due will be denominated, calculated and payable in U.S. dollars. If no Fees are shown on the Purchase Order, then Seller either will furnish the goods or services at prices no higher than charged when Company last purchased the same goods or services from Seller, or will notify and obtain the written approval of Company before proceeding with this Purchase Order.
5. Invoices. Seller shall submit invoices to Company for any Fees due in accordance with the payment schedule set forth in the Purchase Order, or otherwise upon completion of

Seller's performance. Each invoice will include the applicable Purchase Order number and will reasonably itemize the Services performed with respect to which Fees are due.

6. Payment. Company shall pay Seller the amounts properly due and payable under each invoice within sixty (60) days after receipt. Company may, in good faith, dispute any amount invoiced under this Purchase Order that reasonably appears to be inaccurate or inappropriate by withholding payment of the disputed amount of such invoice. Once the disputed portion of such invoice is resolved, Company agrees to pay any amount no longer in dispute within thirty (30) days after such resolution.
7. Taxes. Seller shall be liable for and shall pay all taxes, duties and levies imposed with respect to Seller's provision of goods or performance of services, except for applicable sales and use or value-added taxes that by law Seller must add to the cost of Services and which are separately stated on Seller's invoice. Company will not make any deductions from any Fees for federal, state or local taxes, except as required by applicable law.
8. Warranties. Seller expressly warrants that the goods or services ordered will be merchantable; will conform to this Purchase Order and to specifications, drawings and other descriptions referenced in the Purchase Order, and to any accepted samples; in the case of goods, will be free from defects in materials and workmanship; in the case of services, will be performed in a professional manner, and in conformance with that level of care and skill ordinarily exercised in similar circumstances by providers of the same or similar services; will be free from defects in design unless the design was supplied by Company; will be fit and safe for the intended purposes; and will comply with all applicable laws (collectively, the "Standard of Care"). In the event that any of the goods or services do not meet the Standard of Care, the specifications or other performance criteria agreed to by Seller and Company in writing, then Seller will, at Company's option, promptly (a) repair or replace such goods; (b) re-perform such services at Seller's cost; or (c) refund to Company all amounts paid by Company to Seller in connection with such goods or services. The provisions of this Section are not exclusive, and Company may seek any other right or remedy that it may have under this Purchase Order or otherwise.
9. Title/Risk of Loss. Seller shall transfer and warrants full and unrestricted title to Company for all goods and services furnished by Seller under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. Seller shall bear the risk of loss or damage to the goods covered by this Purchase Order until they are delivered to and accepted by Company.
10. Inspection: Goods purchased under this Purchase Order are subject to Company's reasonable inspection, testing and approval at Company's destination, notwithstanding prior payment. If inspection or use of the goods discloses that the goods are not in accordance with this Purchase Order or Seller's representations or warranties, express or implied, Company may, in addition to any other rights it may have in law or equity, reject or revoke acceptance, return any goods for full credit or cash refund at its option, and may cancel any remaining unshipped portion of this Purchase Order without further obligation to Seller. If it is impractical to make an inspection at the time of receipt, the foregoing will apply to whenever inspection may reasonably be made. Goods rejected as

nonconforming will be returned at Seller's expense, including transportation and handling.

11. Reservation of Rights: The making or failure to make any inspection of, or payment for, the goods covered by this Purchase Order will not impair Company's right to reject nonconforming or defective goods, or be deemed to constitute acceptance by Company of the goods or services, or affect in any way Company's rights or Seller's obligations under this Purchase Order.
12. Delays: Time of delivery is of the essence for this Purchase Order. Seller shall promptly notify Company of any actual or anticipated delay in delivery of goods or completion of services, and take all reasonable steps to avoid such delays without additional cost to Company. If the date of delivery of goods or completion of the services is postponed or delayed for any reason whatsoever, Company shall be entitled at its option (but without prejudice to any other rights it may have) to require the Seller to supply, at its own expense, substitute goods or services of such nature and upon such terms as shall be satisfactory in all respects to Company until the new goods or services are available; or to cancel the Purchase Order, purchase alternative goods or services elsewhere and recover from the Seller the amount by which the cost of any alternative goods or services exceeds the total price hereunder, and claim for any costs incurred by Company in connection therewith.
13. Recall. If a recall of the goods is required by a defect, a failure to conform to specifications, applicable laws or any other reason within Seller's control, Seller will bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits and other expenses incurred to meet obligations to third parties.
14. Laws and Regulations. Seller represents and warrants, and shall take all actions reasonably necessary to ensure, that all facilities, equipment and practices used in the performance of this Purchase Order will be in full compliance with all laws, statutes, ordinances, regulations, rules and pronouncements. Seller shall obtain all permits, certificates and licenses which may be required for the performance of this Purchase Order.
15. Debarment. Seller, its affiliates, their personnel and each of their respective officers and directors, as applicable: (a) have not been debarred and are not subject to a pending debarment, and will not use in any capacity in connection with Services any person who has been debarred or is subject to a pending debarment, pursuant to section 306 of the United States Food, Drug and Cosmetic Act (21 U.S.C. § 335a); (b) are not ineligible to participate in any federal and/or state healthcare programs or federal procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)); (c) are not disqualified by any government or regulatory authorities from performing specific services, and are not subject to a pending disqualification proceeding; and (d) have not been convicted of a criminal offense related to the provision of healthcare items or services and are not subject to any such pending action. Seller will notify Company immediately if Seller, its affiliates, their personnel, or any of their respective officers or directors, as applicable, is subject to the foregoing, or if any action, suit, claim,

investigation, or proceeding relating to the foregoing is pending, or to the best of Seller's knowledge, is threatened.

16. Insurance. Seller will obtain prior to commencing performance under this Purchase Order and maintain at all times while performing hereunder, comprehensive insurance adequate to cover its obligations herein, which shall include, at minimum, public liability, Workers' Compensation, Employer's Liability insurance, Voluntary Compensation insurance covering employees not subject to applicable state Workers' Compensation Act or Acts, and property damage insurance with combined single limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with customary deductibles and retention levels. If any such insurance is written on a claims-made form, it shall continue for at least one year following completion of the relevant Services. Seller agrees to issue to Company a Certificate of Insurance evidencing compliance with the requirements set forth herein and, at Company's option, identifying Company as an additional insured. Seller shall obtain and maintain worker's compensation insurance and other insurances required for Seller employees performing under this Purchase Order and acknowledges that Company does not, and shall not obtain or maintain such insurances, all of which shall be Seller's sole responsibility.
17. Independent Contractor. All of Seller's performance pursuant to this Purchase Order will be rendered by Seller as an independent contractor, and this Purchase Order does not create an employer-employee, partnership, agency or joint venture relationship between the Seller and Company. Seller will not in any way represent itself to be an employee, partner, joint venturer, or agent of the Company. Seller is not authorized to make any representation, contract, or commitment on behalf of the Company or incur any liabilities or obligations of any kind in the name of or on behalf of Company. Seller and its personnel will have no rights to receive any employee benefits, such as health and accident insurance, sick leave or vacation which are accorded to regular Company employees. Company shall have no responsibility to Seller or any Seller personnel for any compensation, expense reimbursements, benefits, payroll-related or withholding taxes, or any governmental charges or benefits that may be imposed upon or be related to the performance by Seller or Seller personnel of the obligations under this Purchase Order, all of which shall be the sole responsibility of Seller.
18. Audit. Seller shall provide (and shall cause each Seller subcontractor to provide) to Company or its representatives, including its external auditors and to any governmental authority access at all reasonable times and after reasonable notice (except in the case of an audit by a governmental authority) to any facility of Seller (and each Seller subcontractor), Seller personnel, and to data and records, in each case relating to the Products and/or Services provided hereunder and Seller's performance under this Purchase Order, for the purposes of: (a) performing audits and inspections related to amounts billed and/or billing practices; (b) performing audits and inspections to verify the integrity and security of Company Confidential Information (defined below) and to examine the systems that process, store, support and transmit Company Information and to ensure that Company is compliant with all laws; (c) observing Seller's performance of its obligations under this Purchase Order, including without limitation compliance with environmental laws and business continuity standards; and (d) enabling Company to comply with all applicable laws. Seller shall not require that Company enter into a

separate confidentiality, non-disclosure, site visit or similar agreement in connection with any such access, inspection, audit or observation by Company or its auditors or a governmental authority.

Seller shall cooperate with Company's representatives for all of these purposes, and shall promptly correct, at no expense to Company, any deficiencies noted during the audits/inspections that materially jeopardize Seller's ability to fulfill its obligations or that may cause harm to human health or the environment. Seller further agrees to maintain its books and records relating to Products and/or Services provided under this Purchase Order for a period of six (6) years or such longer period as may be required by applicable law from the date work under this Purchase Order was completed. If any such audit reveals that Seller has overcharged Company, Seller shall promptly reimburse Company for such overcharge, and in the event that any such overcharge equals an amount equal to or greater than five percent (5%) of the amount that should have been charged under the terms of this Purchase Order, then Seller shall promptly reimburse Company for all reasonable costs and expenses incurred in the conduct of the audit. Seller acknowledges and agrees that Company shall have the right, at any time during the term of this Purchase Order, including any renewal thereof, to request that Seller complete any forms (or any successor process) and that Seller will cooperate with such request and in the remediation of any identified weaknesses that reasonably may affect the privacy, confidentiality, security or integrity of Confidential Information (as defined in herein).

19. Confidentiality. Seller shall not publish, disclose or use for any purpose other than Seller's performance of its obligations to Company pursuant to this Purchase Order any and all information that is disclosed to Seller by and/or on behalf of Company in connection with Seller's performance hereunder (collectively "Confidential Information"). This obligation of non-disclosure shall not apply to any information that: (a) was generally available to the public at the time Company disclosed it to the Seller; (b) became generally available to the public subsequent to the time Company disclosed it to Seller, other than by Seller's breach of this Purchase Order; (c) was in Seller's possession, as evidenced by its written records, free of any obligation of confidentiality, at the time Company disclosed it to Seller; (d) was rightfully communicated to Seller free of any obligation of confidentiality subsequent to the time Company disclosed it to Seller; or (e) was developed by Seller independently of and without reference to any information Company communicated to Seller. Seller may disclose Confidential Information only to its employees, agents and contractors with a specific need to know such information in connection with performing Seller's obligations under this Purchase Order (each, an "Authorized Agent"), provided that each such Authorized Agent shall be bound by obligations of confidentiality at least as stringent as those contained in this Purchase Order prior to such disclosure, and provided further that Seller will be liable for any breaches of such confidentiality and non-use obligations by any Authorized Agents. Seller may disclose Confidential Information as required by a valid order of a court or other governmental body, provided that Seller provides Company with reasonable prior written notice of such disclosure and makes a reasonable effort to assist Company in obtaining an order preventing the disclosure, or confidential treatment of the Confidential Information, and discloses no more of the Confidential Information than it is legally obligated to disclose. Upon written request by Company, Seller shall promptly

return to Company or, if requested by Company, destroy all documents and other tangible materials containing or representing the Confidential Information.

20. Data Privacy and Security. Seller shall only process personal information it receives from, or to which access is provided by Company for the purposes of carrying out duties as set forth under this Purchase Order and: (i) only to the extent necessary to carry out such duties; (ii) only at Company's direction and in accordance with Company's instructions; (iii) as required by applicable laws or regulatory requirements to which Seller is subject; and (iv) at all times, in compliance with applicable privacy, security and data protection laws.

For the duration of this Purchase Order, Seller agrees to maintain technical and organizational measures appropriate to the nature of the processing and sensitivity of the personal information and that are sufficient to prevent unauthorized or unlawful processing, accidental loss, destruction of or damage to such personal information. Seller shall immediately notify Company of any event or occurrence that poses an actual or potential threat to the confidentiality, integrity, or availability of the personal information, and will provide timely and sufficient information regarding such event or occurrence as necessary for Company to fulfill any obligations or make any necessary notifications to authorities or impacted individuals within the time frame required by applicable law.

Upon the expiration or termination of this Purchase Order, or sooner if requested by Company, Seller shall securely return or permanently destroy all personal information processed by Seller in the performance of services or execution of duties under this Purchase Order, unless otherwise prohibited by applicable law. Seller's confidentiality obligations and other obligations pertaining to the protection of personal information processed under this Purchase Order shall survive the termination of this Purchase Order.

21. Publicity. Seller will not use Company's name in connection with any publication, advertising or promotion without Company's prior written consent.
22. Company Property. All information, data, writings, inventions, patents, copyrights, trademarks, trade secrets, software, computer code, and other intellectual property, in any form whatsoever, both tangible and intangible, which is provided to Seller by and/or on behalf of Company, or which is used by Seller with respect to the performance of the Services, and which was owned by or licensed to Company prior to being provided to Seller, shall remain the property of Company (the "Company Property"). Seller shall have a license to use any Company Property supplied to it solely to the extent necessary to enable Seller to perform the Services. Seller shall acquire no other right, title or interest in the Company Property as a result of its entry into this Purchase Order or performance of the Services. Upon the request of Company, after completion of its performance of its obligations pursuant to this Purchase Order, Seller shall return to Company all Company Property.
23. Indemnification. Seller shall defend and indemnify Company and its directors, officers, employees, agents, affiliates, and representatives (collectively, the "Indemnitees") from and against any and all third party demands, claims, losses, liabilities, damages, costs, and expenses whatsoever (including reasonable attorneys' fees) (hereafter, "Losses") sustained or incurred by the Indemnitees, arising from Seller's performance of this Purchase Order

and the goods or services provided hereunder, or as a result of Seller's negligence or intentional misconduct, or breach of any provision of this Purchase Order. Company shall promptly notify Seller of any such claims (provided that failure to comply with this notice requirement shall not eliminate Seller's obligation to indemnify Company except to the extent that Seller is prejudiced as a result). Seller shall have sole control of the defense of any such claim; provided, however, that Seller shall not settle any claim without the consent of Company. Company shall have the right to participate in the defense of such claim or suit at its own expense. If the goods or services or any part thereof become the subject of any claim for infringement of third party intellectual property rights, Seller will, at Company's option, either procure for Company the right to continue using the goods or services, replace the goods or services with substantially equivalent goods or services, or modify the goods or services so as to be usable by Company, or repurchase the goods from Company at the price set forth in the Purchase Order.

24. Termination. Company may terminate this Purchase Order at any time upon written notice to Seller. If Seller is in Breach Company may, on written notice to Seller that it is in Breach, terminate this Purchase Order or withhold, until such time as the Breach is cured, any payments due or Services to be performed after the date of such written notice. Seller shall be in "Breach" if: (i) Seller is in material breach of its representations, warranties or obligations under this Purchase Order and has not cured such breach within thirty (30) days from such notice to cure such breach; or (ii) Seller makes an assignment for the benefit of its creditors, files a voluntary petition in bankruptcy, is the subject of an involuntary petition in bankruptcy, which is not discharged within 60 days, or applies for or permits the appointment of a receiver or trustee for its assets.
25. Effect of Termination. Upon termination of this Purchase Order, Seller shall promptly cease performing the services or producing the goods set forth in the Purchase Order, cancel all cancelable commitments, and take such steps as may be necessary to a safe and orderly winding up of its performance under the Purchase Order. In the event of such a termination, Company shall pay Seller for all non-cancellable commitments incurred prior to receipt of notice of termination and for all goods satisfactorily produced or services satisfactorily performed to the date of termination, including such activities as necessary to an orderly wind-up of Seller's performance, provided that Seller will exert its commercially reasonable efforts to minimize such costs.
26. Modifications; Waiver. Any waiver, modification or amendment of any provision of this Purchase Order shall be effective only if in writing and signed by Company and Seller. No express or implied waiver by a Party of any default under this Purchase Order will be a waiver of a future or subsequent default. The failure or delay of any Party in exercising any rights under this Purchase Order will not constitute a waiver of any such right, and any single or partial exercise of any particular right by any Party will not exhaust the same or constitute a waiver of any other right provided in this Purchase Order.
27. Severability. If a judicial body of competent jurisdiction holds any provisions of this Purchase Order invalid or unenforceable, the remaining portions of this Purchase Order shall remain in full force and effect, and such judicial body shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other

provisions, so as to provide to the Parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

28. Assignment. Seller may not assign this Purchase Order or any rights hereunder or delegate, subcontract or assign any of Seller's obligations hereunder or thereunder, without Company's prior written consent. Company may assign or delegate all or any portion of its rights, obligations and licenses in this Purchase Order or any interest therein to any affiliate or to any entity with which Company may merge or consolidate, or any entity which may purchase Company or a part of its business or assets.
29. Governing Law; Jurisdiction. This Purchase Order, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Purchase Order shall be governed by, and enforced in accordance with, the internal laws of the State of New Jersey, including its statutes of limitations. The Parties consent to the exclusive jurisdiction of the state or federal courts located in the State of New Jersey for any dispute arising out of, or in any way relating to, the Purchase Order or the goods or services provided thereunder.