

**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 **June 30, 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: **001-36554**

Ocular Therapeutix, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
14 Crosby Drive, 3rd Floor
Bedford, MA
(Address of principal executive offices)

20-5560161
(I.R.S. Employer
Identification Number)

01730
(Zip Code)

(781) 357-4000

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	OCUL	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 July 31, 2026, there were 219,615,868 shares of Common Stock, \$0.0001 par value per share, outstanding.

Ocular Therapeutix, Inc.

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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this Quarterly Report on Form 10-Q, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, are forward-looking statements. The words “anticipate”, “believe”, “estimate”, “expect”, “intend”, “designed”, “may”, “might”, “plan”, “predict”, “project”, “target”, “potential”, “goal”, “will”, “would”, “could”, “should”, “continue” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

The forward-looking statements in this Quarterly Report on Form 10-Q include, among other things, statements about:

- our ongoing registrational clinical trials, including our Phase 3 clinical trial of AXPAXLI for the treatment of wet age-related macular degeneration, or wet AMD, which we refer to as the SOL-1 trial; our repeat-dosing study of AXPAXLI for the treatment of wet AMD, which we refer to as the SOL-R trial; our long-term extension study for AXPAXLI for the treatment of wet AMD, which we refer to as the SOL-X trial; and our Phase 3 clinical trial of AXPAXLI for the treatment of non-proliferative diabetic retinopathy, or NPDR, which we refer to as the HELIOS-3 trial;
- any additional clinical trials we might determine in the future to conduct for AXPAXLI or any other product candidate we determine to develop;
- determining our next steps for our product candidate OTX-TIC for the treatment of patients with open-angle glaucoma, or OAG, or ocular hypertension, or OHT;
- our plans and strategies to develop and seek regulatory approval for and commercialize AXPAXLI, OTX-TIC and any other product candidates that we might develop based on our proprietary bioresorbable hydrogel-based formulation technology ELUTYX, including our plans to submit a new drug application for AXPAXLI for the treatment of wet AMD based on the SOL-1 trial Week 52 data, interim safety data from the SOL-R trial and confirmatory evidence;
- our commercialization, marketing and manufacturing plans, capabilities and strategy, including our commercialization efforts for our product DEXTENZA;
- our ability to manufacture DEXTENZA and any of our product candidates, including AXPAXLI, in compliance with Current Good Manufacturing Practices and in sufficient quantities for our clinical trials and commercial use;
- the timing of and our ability to submit applications and obtain and maintain regulatory approvals for DEXTENZA and any of our product candidates, including AXPAXLI;
- our estimates regarding future revenue; expenses; the sufficiency of our cash resources; our ability to fund our operating expenses, debt service obligations and capital expenditure requirements; and our needs for additional financing;
- the potential for us to raise additional capital, including through equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements, royalty agreements and marketing and distribution arrangements;
- the potential advantages of AXPAXLI and any of our other product candidates as well as DEXTENZA;
- the rate and degree of market acceptance and clinical utility of our products;
- our ability to secure and maintain reimbursement for our products as well as the associated procedures to insert, implant or inject our products;

- our estimates regarding the market opportunity for AXPAXLI and any of our other product candidates as well as DEXTENZA;
- our license agreement and collaboration with AffaMed Therapeutics Limited under which we are collaborating on the development and commercialization of DEXTENZA and our product candidate OTX-TIC in mainland China, Taiwan, Hong Kong, Macau, South Korea, and the countries of the Association of Southeast Asian Nations;
- our capabilities and strategy, and the costs and timing of manufacturing, sales, marketing, distribution and other commercialization efforts with respect to DEXTENZA and any additional products for which we may obtain marketing approval in the future, including AXPAXLI;
- our intellectual property position;
- the impact of government laws and regulations; and
- the outcome of any legal proceedings that have been or may be instituted against us, including the litigation brought against us by EyePoint, Inc.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended December 31, 2025, that was filed with the Securities and Exchange Commission, or the SEC, on February 5, 2026, in each case, particularly in the section captioned “Risk Factors,” that could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, licensing agreements or investments we may make.

You should read this Quarterly Report on Form 10-Q and the documents that we have filed as exhibits to this Quarterly Report on Form 10-Q and our other periodic reports completely and with the understanding that our actual future results may be materially different from what we expect. The forward-looking statements included in this Quarterly Report on Form 10-Q are made as of the date of this Quarterly Report on Form 10-Q. We do not assume, and we expressly disclaim, any obligation or undertaking to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

This Quarterly Report on Form 10-Q includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. All of the market data used in this Quarterly Report on Form 10-Q involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such data. While we believe that the information from these industry publications, surveys and studies is reliable, we have not independently verified such data. The industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of important factors, including those described in the section titled “Risk Factors.”

This Quarterly Report on Form 10-Q contains references to our trademarks and service marks and to those belonging to other entities. Solely for convenience, trademarks and trade names referred to in this Quarterly Report on Form 10-Q and the documents incorporated by reference herein may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies’ trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. AXPAXLI is a trade name which we use to refer to our OTX-TKI product candidate. The U.S. Food and Drug Administration, or FDA, has not approved AXPAXLI as a product name.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Ocular Therapeutix, Inc.

Condensed Consolidated Balance Sheets (In thousands, except share and per share data) (Unaudited)

	June 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	\$ 598,641	\$ 737,060
Accounts receivable, net	30,261	30,650
Inventory	3,826	3,564
Prepaid expenses and other current assets	11,699	10,855
Total current assets	644,427	782,129
Property and equipment, net	19,456	19,676
Restricted cash	1,614	1,614
Operating lease assets	5,820	4,638
Total assets	<u>\$ 671,317</u>	<u>\$ 808,057</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 6,996	\$ 4,154
Accrued expenses and other current liabilities	39,056	43,835
Operating lease liabilities	3,122	2,817
Total current liabilities	49,174	50,806
Other liabilities:		
Operating lease liabilities, net of current portion	3,466	2,815
Derivative liability	10,910	13,903
Deferred revenue	14,000	14,000
Notes payable, net	72,795	71,336
Other non-current liabilities	931	887
Total liabilities	151,276	153,747
Commitments and contingencies (Note 14)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 5,000,000 shares authorized and no shares issued or outstanding at June 30, 2026 and December 31, 2025, respectively	—	—
Common stock, \$0.0001 par value; 400,000,000 and 400,000,000 shares authorized and 219,589,303 and 215,927,600 shares issued and outstanding at June 30, 2026 and December 31, 2025, respectively	22	22
Additional paid-in capital	1,844,417	1,811,311
Accumulated deficit	(1,324,398)	(1,157,023)
Total stockholders' equity	520,041	654,310
Total liabilities and stockholders' equity	<u>\$ 671,317</u>	<u>\$ 808,057</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ocular Therapeutix, Inc.

Condensed Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share data)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue:				
Product revenue, net	\$ 13,475	\$ 13,395	\$ 24,260	\$ 24,028
Collaboration revenue	—	64	—	128
Total revenue, net	13,475	13,459	24,260	24,156
Costs and operating expenses:				
Cost of product revenue	2,011	1,944	3,340	3,206
Research and development	54,138	51,081	120,351	93,938
Selling and marketing	17,276	13,729	33,853	27,877
General and administrative	22,159	14,346	42,166	30,694
Total costs and operating expenses	95,584	81,100	199,710	155,715
Loss from operations	(82,109)	(67,641)	(175,450)	(131,559)
Other income (expense):				
Interest income	5,449	3,455	11,500	7,282
Interest expense	(2,792)	(3,016)	(5,569)	(6,000)
Change in fair value of derivative liabilities	689	(641)	2,144	(1,619)
Gain on sale of property and equipment	—	29	—	29
Total other income (expense), net	3,346	(173)	8,075	(308)
Net loss	\$ (78,763)	\$ (67,814)	\$ (167,375)	\$ (131,867)
Net loss per share, basic	\$ (0.35)	\$ (0.39)	\$ (0.75)	\$ (0.77)
Weighted average common shares outstanding, basic	224,952,428	172,594,662	224,528,253	171,004,629
Net loss per share, diluted	\$ (0.35)	\$ (0.39)	\$ (0.75)	\$ (0.77)
Weighted average common shares outstanding, diluted	224,952,428	172,594,662	224,528,253	171,004,629

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ocular Therapeutix, Inc.
Condensed Consolidated Statements of Cash Flows
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2026	2025
Cash flows from operating activities:		
Net loss	\$ (167,375)	\$ (131,867)
Adjustments to reconcile net loss to net cash used in operating activities		
Stock-based compensation expense	30,231	20,134
Non-cash interest expense	2,021	2,144
Change in fair value of derivative liabilities	(2,144)	1,619
Depreciation and amortization expense	3,134	2,007
Loss (gain) on disposal of items of property and equipment	4,866	(29)
Changes in operating assets and liabilities:		
Accounts receivable, net	389	1,976
Prepaid expenses and other current assets	(844)	4,983
Inventory	(262)	1
Accounts payable	3,915	1,738
Operating lease assets	(1,182)	62
Accrued expenses	(6,970)	(2,304)
Deferred revenue	—	(128)
Operating lease liabilities	956	(245)
Net cash used in operating activities	(133,265)	(99,909)
Cash flows from investing activities:		
Purchases of property and equipment	(8,029)	(3,178)
Proceeds from sales of property and equipment	—	130
Net cash used in investing activities	(8,029)	(3,048)
Cash flows from financing activities:		
Proceeds from exercise of stock options	1,973	7,251
Proceeds from issuance of common stock pursuant to employee stock purchase plan	902	713
Proceeds from issuance of common stock upon public offering, net of issuance costs	—	94,025
Net cash provided by financing activities	2,875	101,989
Net decrease in cash, cash equivalents and restricted cash	(138,419)	(968)
Cash, cash equivalents and restricted cash at beginning of period	738,674	393,716
Cash, cash equivalents and restricted cash at end of period	\$ 600,255	\$ 392,748
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 4,363	\$ 4,448
Supplemental disclosure of non-cash investing and financing activities:		
Change in right-of-use asset as a result of new, modified, and terminated leases	\$ 2,512	\$ —
Additions to property and equipment included in accounts payable and accrued expenses	\$ 730	\$ 123
Receivables from exercise of stock options included in prepaid expenses and other current assets	\$ —	\$ 316

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ocular Therapeutix, Inc.

Condensed Consolidated Statements of Stockholders' Equity
(In thousands, except share data)
(Unaudited)

	Common Stock		Additional	Accumulated	Total
	Shares	Par Value	Paid-in	Deficit	Stockholders'
			Capital		Equity
Balances at December 31, 2025	215,927,600	\$ 22	\$ 1,811,311	\$ (1,157,023)	\$ 654,310
Issuance of common stock upon exercise of stock options	50,379	—	294	—	294
Issuance of common stock upon vesting of restricted stock units	1,169,636	—	—	—	—
Issuance of common stock upon exercise of pre-funded warrants	1,749,300	—	—	—	—
Stock-based compensation expense	—	—	15,582	—	15,582
Net loss	—	—	—	(88,612)	(88,612)
Balances at March 31, 2026	<u>218,896,915</u>	<u>\$ 22</u>	<u>\$ 1,827,187</u>	<u>\$ (1,245,635)</u>	<u>\$ 581,574</u>
Issuance of common stock upon exercise of stock options	291,329	—	1,679	—	1,679
Issuance of common stock in connection with employee stock purchase plan	107,981	—	902	—	902
Issuance of common stock upon vesting of restricted stock units	293,078	—	—	—	—
Stock-based compensation expense	—	—	14,649	—	14,649
Net loss	—	—	—	(78,763)	(78,763)
Balances at June 30, 2026	<u>219,589,303</u>	<u>\$ 22</u>	<u>\$ 1,844,417</u>	<u>\$ (1,324,398)</u>	<u>\$ 520,041</u>

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ocular Therapeutix, Inc.

Condensed Consolidated Statements of Stockholders' Equity
(In thousands, except share data)
(Unaudited)

	Common Stock		Additional	Accumulated	Total
	Shares	Par Value	Paid-in Capital	Deficit	Stockholders' Equity
Balances at December 31, 2024	157,749,490	\$ 16	\$ 1,206,412	\$ (891,084)	\$ 315,344
Issuance of common stock upon exercise of stock options	880,115	—	4,183	—	4,183
Issuance of common stock upon vesting of restricted stock units	632,419	—	—	—	—
Stock-based compensation expense	—	—	10,456	—	10,456
Net loss	—	—	—	(64,053)	(64,053)
Balances at March 31, 2025	159,262,024	\$ 16	\$ 1,221,051	\$ (955,137)	\$ 265,930
Issuance of common stock upon exercise of stock options	697,692	—	3,384	—	3,384
Issuance of common stock in connection with employee stock purchase plan	96,007	—	713	—	713
Issuance of common stock upon vesting of restricted stock units	229,154	—	—	—	—
Issuance of common stock upon exercise of pre-funded warrants	1,092,148	—	—	—	—
Issuance of common stock upon public offering, net of issuance costs	11,548,364	1	94,024	—	94,025
Stock-based compensation expense	—	—	9,678	—	9,678
Net loss	—	—	—	(67,814)	(67,814)
Balances at June 30, 2025	172,925,389	\$ 17	\$ 1,328,850	\$ (1,022,951)	\$ 305,916

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ocular Therapeutix, Inc.

Notes to the Condensed Consolidated Financial Statements
(Amounts in thousands, except share and per share data)
(Unaudited)

1. Nature of the Business

Ocular Therapeutix, Inc. (the “Company”) was incorporated on September 12, 2006 under the laws of the State of Delaware. The Company is an integrated biopharmaceutical company committed to redefining the retina experience. AXPAXLI (also known as OTX-TKI) is the Company’s investigational, bioresorbable, intravitreal hydrogel incorporating axitinib, a small molecule, multi-target, tyrosine kinase inhibitor with anti-angiogenic properties. AXPAXLI is based on the Company’s proprietary ELUTYX hydrogel-based formulation technology. AXPAXLI is currently being evaluated in a Phase 3 registrational program for wet age-related macular degeneration (“wet AMD”), and a Phase 3 registrational program for diabetic retinal disease, including non-proliferative diabetic retinopathy (“NPDR”).

The Company also leverages the ELUTYX technology in its commercial product DEXTENZA, a corticosteroid approved by the U.S. Food and Drug Administration (“FDA”) for the treatment of ocular inflammation and pain following ophthalmic surgery in adults and pediatric patients and for the treatment of ocular itching associated with allergic conjunctivitis in adults and pediatric patients aged two years or older, and in its investigational product candidate OTX-TIC, which is a travoprost intracameral hydrogel for which the Company completed a Phase 2 clinical trial for the treatment of open-angle glaucoma (“OAG”) or ocular hypertension (“OHT”). The Company is evaluating next steps for the OTX-TIC program.

The Company is subject to risks common to companies in the biotechnology industry including, but not limited to, new technological innovations, protection of proprietary technology, dependence on key personnel, dependence on specific programs, compliance with government regulations, regulatory approval and compliance, reimbursement, uncertainty of market acceptance of products and the need to obtain additional financing. Product candidates currently under development will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval, prior to commercialization. Approved products will require significant sales, marketing and distribution support. There can be no assurance that the Company’s research and development will be successfully completed, that adequate protection for the Company’s intellectual property will be obtained, that any products developed will obtain necessary government regulatory approval and adequate reimbursement or that any approved products will be commercially viable. Even if the Company’s product development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from product sales. The Company operates in an environment of rapidly changing technology and substantial competition from pharmaceutical and biotechnology companies. In addition, the Company is dependent upon the services of its employees and consultants. The Company may not be able to generate significant revenue from sales of any product for several years, if at all. Accordingly, the Company will need to obtain additional capital to finance its operations.

The Company has incurred losses and negative cash flows from operations since its inception, and the Company expects to continue to generate operating losses and negative cash flows from operations in the foreseeable future. As of June 30, 2026, the Company had an accumulated deficit of \$1,324,398. Based on its current operating plan which includes estimates of anticipated cash inflows from existing product sales and cash outflows from operating expenses and capital expenditures, the Company believes that its existing cash and cash equivalents of \$598,641 as of June 30, 2026, will enable it to fund its planned operating expenses, debt service obligations and capital expenditures at least through the next 12 months from the issuance date of these unaudited condensed consolidated financial statements while the Company observes a minimum liquidity covenant of \$20,000 in its credit facility (Note 7).

The future viability of the Company is dependent on the Company’s ability to generate cash flows from the sales of the Company’s product candidates, such as AXPAXLI, if and as approved, and the sales of DEXTENZA, and to raise additional capital to finance its operations. The Company will need to finance its operations through public or private securities offerings, debt financings, collaborations, strategic alliances, licensing agreements, royalty agreements, or marketing and distribution agreements. Although the Company has been successful in raising capital in the past, there is no assurance that it will be successful in obtaining such additional financing on terms acceptable to the Company, if at all. If the Company is unable to obtain funding on a timely basis, in sufficient amounts, or at all, the Company could be

forced to delay, reduce or eliminate some or all of its research and development programs for product candidates, product portfolio expansion or commercialization efforts, any of which could adversely affect its business prospects, or the Company may be unable to continue operations.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”). The significant accounting policies used in preparation of these unaudited condensed consolidated financial statements are consistent with those described in Note 2 — Summary of Significant Accounting Policies in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Securities and Exchange Commission (“SEC”) on February 5, 2026. The following information updates, and should be read in conjunction with, the significant accounting policies described in Note 2 — Summary of Significant Accounting Policies in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026.

Use of Estimates

The preparation of these unaudited condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of these unaudited condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant estimates and assumptions reflected in these unaudited condensed consolidated financial statements include, but are not limited to, the measurement and recognition of reserves for variable consideration related to product sales, revenue recognition related to a collaboration agreement that contains multiple promises, the fair value of derivatives, stock-based compensation, and realizability of net deferred tax assets. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Actual results could differ from the Company’s estimates.

Unaudited Interim Financial Information

The balance sheet at December 31, 2025 was derived from the Company’s audited consolidated financial statements but does not include all disclosures required by GAAP. The accompanying unaudited condensed consolidated financial statements as of June 30, 2026 and for the three and six months ended June 30, 2026 and 2025 have been prepared by the Company, pursuant to the rules and regulations of the SEC for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. However, the Company believes that the disclosures are adequate to make the information presented not misleading. These unaudited condensed consolidated financial statements should be read in conjunction with the Company’s audited financial statements and the notes thereto for the year ended December 31, 2025 included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026. In the opinion of management, all adjustments, consisting only of normal recurring adjustments necessary for a fair statement of the Company’s financial position as of June 30, 2026, the results of operations for the three and six months ended June 30, 2026 and 2025, and cash flows for the six months ended June 30, 2026 and 2025 have been made. The results of operations for the three and six months ended June 30, 2026 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2026.

Recently Issued Accounting Pronouncements

In November 2024, the FASB issued ASU No. 2024-03 *Disaggregation of Income Statement Expenses*. The new standard requires disclosures about specific types of expenses included in the expense captions presented on the face of the income statement as well as disclosures about selling expenses and is effective 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 the amendment but does not expect the adoption to have a significant impact on the disclosures related to its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-06 *Intangibles – Goodwill and Other – Internal-Use Software*. The amendments change (i) the criteria regarding the timing of the capitalization of costs for internal-use software and (ii) the accounting for website development costs. The amendments are effective for annual periods beginning after December 15, 2027. The Company is currently evaluating the impact of the amendments on its consolidated financial statements.

In September 2025, the FASB issued ASU No. 2025-07 *Derivatives Scope Refinements and Scope Clarification for Share-Based Noncash Consideration from a Customer in a Revenue Contract* (“ASU 2025-07”). The amendments provide for a new scope exception to the derivatives guidance for certain contracts with variables based on the operations or activities specific to one of the parties to the contract, and also clarifies that share-based noncash consideration received from a customer as consideration for the transfer of goods or services in a revenue contract is subject to the revenue guidance and not the financial instruments guidance unless and until the company’s right to receive or retain the share-based noncash consideration is unconditional as defined in ASU 2025-07. The amendments are effective for annual reporting periods beginning after December 15, 2026, including interim periods within those fiscal years. Early adoption is permitted. The Company does not expect the adoption of the amendments to have a significant impact on its consolidated financial statements.

Recently Adopted Accounting Pronouncements

In July 2025, the FASB issued ASU No. 2025-05 *Financial Instruments – Credit Losses*. For public business entities, the amendments provide for the election of a practical expedient to be used in developing reasonable and supportable forecasts as part of estimating future expected credit losses for current accounts receivable and current contract assets. The amendments are effective for annual reporting periods beginning after December 31, 2025, including interim periods within those fiscal years. The Company adopted ASU No. 2025-05 in the first quarter of 2026 with no significant impact on its consolidated financial statements.

3. Licensing Agreements and Deferred Revenue

Incept License Agreement (in-licensing)

On September 13, 2018, the Company entered into a second amended and restated license agreement with Incept, LLC (“Incept”) to use and develop certain intellectual property (the “Incept License Agreement”). Under the Incept License Agreement, as amended and restated, the Company was granted a worldwide, perpetual, exclusive license to use specific Incept technology to develop and commercialize products that are delivered to or around the human eye for diagnostic, therapeutic or prophylactic purposes relating to ophthalmic diseases or conditions. The Company is obligated to pay low single-digit royalties on net sales of commercial products developed using the licensed technology, commencing with the date of the first commercial sale of such products and until the expiration of the last to expire of the patents covered by the license.

The terms and conditions of the Incept License Agreement are described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026.

Royalties paid under the Incept License Agreement related to product sales (the “Incept Royalties”) were \$324 and \$721 for the three and six months ended June 30, 2026, respectively, and \$319 and \$830 for the three and six months ended June 30, 2025, respectively. The Incept Royalties are charged to cost of product revenue when accrued.

AffaMed License Agreement (out-licensing)

On October 29, 2020, the Company entered into a license agreement (“AffaMed License Agreement”) with AffaMed Therapeutics Limited (“AffaMed”) for the development and commercialization of the Company’s DEXTENZA product regarding ocular inflammation and pain following cataract surgery and allergic conjunctivitis and for the Company’s OTX-TIC product candidate (collectively, the “AffaMed Licensed Products”) regarding OAG or OHT, in each case in mainland China, Taiwan, Hong Kong, Macau, South Korea, and the countries of the Association of Southeast Asian Nations. The Company retains development and commercialization rights for the AffaMed Licensed Products in the rest of the world.

The terms and conditions of the AffaMed License Agreement are described in the Company's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026.

The Company recognized collaboration revenue related to its performance obligation regarding the conduct of a Phase 2 clinical trial of OTX-TIC (the "Phase 2 Clinical Trial of OTX-TIC performance obligation") of \$64 and \$128 for the three and six months ended June 30, 2025, respectively.

As of June 30, 2025, the Company recognized the full amount of the transaction price that was allocated to the Phase 2 Clinical Trial of OTX-TIC performance obligation as collaboration revenue as the respective performance obligation was fully satisfied at that date.

Deferred revenue activity for the six months ended June 30, 2026, was as follows:

Deferred revenue at December 31, 2025	\$	14,000
Amounts recognized into revenue		—
Deferred revenue at June 30, 2026	\$	14,000

4. Cash Equivalents and Restricted Cash

The Company's unaudited condensed consolidated statements of cash flows include restricted cash with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on such statements.

A reconciliation of the cash, cash equivalents, and restricted cash reported within the balance sheets that sum to the total of the same amounts shown in the unaudited condensed consolidated statement of cash flows is as follows:

	June 30, 2026	June 30, 2025
Cash and cash equivalents	\$ 598,641	\$ 391,134
Restricted cash (non-current)	1,614	1,614
Total cash, cash equivalents and restricted cash as shown on the statements of cash flows	\$ 600,255	\$ 392,748

The Company's restricted cash as of June 30, 2026 and 2025 consisted of \$1,500 in a collateral money market account and \$114 for a letter of credit both established in connection with the Company's real estate leases.

5. Inventory

Inventory consisted of the following:

	June 30, 2026	December 31, 2025
Raw materials	\$ 256	\$ 202
Work-in-process	1,124	1,721
Finished goods	2,446	1,641
	\$ 3,826	\$ 3,564

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	June 30, 2026	December 31, 2025
Accrued payroll and related expenses	\$ 14,170	\$ 17,971
Accrued research and development expenses	10,527	14,726
Accrued rebates and programs	6,604	6,245
Accrued professional fees	4,408	2,223
Accrued other	2,634	1,916
Accrued interest payable on Barings Credit Facility (Note 9)	713	754
	<u>\$ 39,056</u>	<u>\$ 43,835</u>

7. Financial Liabilities**Barings Credit Agreement**

On August 2, 2023 (the “Closing Date”), the Company entered into a credit and security agreement (the “Barings Credit Agreement”) with Barings Finance LLC (“Barings”), as administrative agent, and the lenders party thereto, providing for a secured term loan facility for the Company (the “Barings Credit Facility”) in the aggregate principal amount of \$82,474 (the “Total Credit Facility Amount”). The Company borrowed the full amount of \$82,474 at closing and received proceeds of \$77,290, after the application of an original issue discount and fees.

Indebtedness under the Barings Credit Facility matures on the six-year anniversary of the Closing Date. Indebtedness under the Barings Credit Facility incurs interest based on the Secured Overnight Financing Rate (“SOFR”), subject to a minimum 1.50% floor, plus 6.75%. The Company is obligated to make interest payments on its indebtedness under the Barings Credit Facility on a monthly basis, commencing on the Closing Date; to pay annual administration fees; and to pay, on the maturity date, any principal and accrued interest that remains outstanding as of such date. In addition, the Company is obligated to pay a fee in an amount equal to the Total Credit Facility Amount, which amount shall be reduced by the total amount of interest and principal prepayment fees paid under the Barings Credit Agreement (such fee, the “Barings Royalty Fee”).

The Company is required to pay the Barings Royalty Fee in installments to Barings, for the benefit of the lenders, on a quarterly basis in an amount equal to three and one-half percent (3.5%) of the net sales of DEXTENZA occurring during such quarter, subject to the terms, conditions and limitations specified in the Barings Credit Agreement, until the Barings Royalty Fee is paid in full. The Barings Royalty Fee is due and payable upon a change of control of the Company. The Company may, at its option, prepay any or all of the Barings Royalty Fee at any time without penalty. In connection with the Barings Credit Agreement, the Company granted the lenders thereto a first-priority security interest in all assets of the Company, including its intellectual property, subject to certain agreed-upon exceptions. The Barings Credit Agreement includes customary affirmative and negative covenants and requires the Company to maintain a minimum liquidity amount of \$20,000.

The Company has determined that the embedded obligation to pay the Barings Royalty Fee (the “Barings Royalty Fee Obligation”) is required to be separated from the Barings Credit Facility and accounted for as a freestanding derivative instrument subject to derivative accounting. The allocation of proceeds to the Barings Royalty Fee Obligation resulted in a discount on the Barings Credit Facility. The Company is amortizing the discount to interest expense over the term of the Barings Credit Facility using the effective interest method. Accrued or paid Barings Royalty Fees are included in the change in fair value of derivative liabilities on the condensed consolidated statements of operations and comprehensive loss (Note 9).

A summary of the Barings Credit Facility at June 30, 2026 and December 31, 2025 is as follows:

	June 30, 2026	December 31, 2025
Barings Credit Facility	\$ 82,474	82,474
Less: unamortized discount	(9,679)	(11,138)
Total	<u>\$ 72,795</u>	<u>71,336</u>

As of June 30, 2026, the full principal for the Barings Credit Facility of \$82,474 was due for repayment in 2029.

8. Derivative Liability

Barings Credit Agreement

The Barings Credit Agreement (Note 7) contains the embedded Barings Royalty Fee Obligation, which meets the criteria to be bifurcated and accounted for separately from the Barings Credit Facility (the “Royalty Fee Derivative Liability”). The Royalty Fee Derivative Liability was recorded at fair value upon entering into the Barings Credit Facility and is subsequently remeasured to fair value at each reporting period.

The Royalty Fee Derivative Liability was initially valued and is remeasured using a “with-and-without” method. The “with-and-without” methodology involves valuing the whole instrument on an as-is basis with the embedded Barings Royalty Fee Obligation and then valuing the instrument without the embedded Barings Royalty Fee Obligation. Royalty payments are estimated using a Monte Carlo simulation. Refer to Note 9 for details regarding the determination of fair value of the Royalty Fee Derivative Liability.

A roll-forward of the Royalty Fee Derivative Liability is as follows:

	As of
Balance at December 31, 2025	\$ 13,903
Change in fair value	(2,993)
Balance at June 30, 2026	<u>\$ 10,910</u>

9. Risks and Fair Value

Concentration of Credit Risk and of Significant Suppliers and Customers

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company has its cash and cash equivalents balances at three accredited financial institutions, in amounts that exceed federally insured limits. The Company does not believe that it is subject to unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

The Company is dependent on a small number of third-party manufacturers to supply products for research and development activities in its preclinical and clinical programs and for sales of its products. The Company’s development programs as well as revenue from future product sales could be adversely affected by a significant interruption in the supply of any of the components of these products.

Three specialty distributor customers accounted for the following percentages of the Company's total revenue:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Customer 1	43 %	40 %	41 %	41 %
Customer 2	25	26	26	26
Customer 3	6	10	7	9

Three specialty distributor customers accounted for the following percentages of the Company's accounts receivable, net:

	As of	
	June 30, 2026	December 31, 2025
Customer 1	41 %	47 %
Customer 2	29	25
Customer 3	7	10

Change in Fair Value of Derivative Liabilities

Other income (expenses) from the change in the fair values of derivative liabilities as presented on the Company's consolidated statements of operations and comprehensive loss includes the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Change in the fair value of Royalty Fee Derivative Liability	1,161	(172)	2,993	(778)
Barings Royalty Fee	(472)	(469)	(849)	(841)
Total	<u>\$ 689</u>	<u>\$ (641)</u>	<u>\$ 2,144</u>	<u>\$ (1,619)</u>

Fair Value of Financial Assets and Liabilities

The following tables present information about the Company's financial assets and liabilities that are measured at fair value on a recurring basis as of June 30, 2026 and December 31, 2025 and indicate the level of the fair value hierarchy utilized to determine such fair value:

	Fair Value Measurements as of June 30, 2026 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	\$ 585,463	\$ —	\$ —	\$ 585,463

Liability:				
Derivative liability	\$ —	\$ —	\$ 10,910	\$ 10,910

	Fair Value Measurements as of December 31, 2025 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	\$ 722,002	\$ —	\$ —	\$ 722,002

Liability:				
Derivative liability	\$ —	\$ —	\$ 13,903	\$ 13,903

Barings Credit Agreement and Royalty Fee Derivative Liability

At June 30, 2026, the Barings Credit Facility, net of the Royalty Fee Derivative Liability, was carried at amortized cost totaling \$73,508, comprised of the \$72,795 non-current liability (Note 7) and \$713 accrued interest (Note 6). The estimated fair value of the Barings Credit Facility, without the Royalty Fee Derivative Liability, was \$78,946 at June 30, 2026.

At December 31, 2025, the Barings Credit Facility, net of the Royalty Fee Derivative Liability, was carried at amortized cost totaling \$72,090, comprised of the \$71,336 non-current liability (Note 7) and \$754 accrued interest (Note 6). The estimated fair value of the Barings Credit Facility, without the Royalty Fee Derivative Liability, was \$78,940 at December 31, 2025.

The fair value of the Royalty Fee Derivative Liability is estimated using a Monte Carlo simulation. The use of this approach requires the use of Level 3 unobservable inputs. The main inputs when determining the fair value of the Royalty Fee Derivative Liability are the amount and timing of the expected future revenue of the Company, the estimated volatility of these revenues, and the discount rate corresponding to the risk of revenue. The estimated fair value presented is not necessarily indicative of an amount that could be realized in a current market exchange. The use of alternative inputs and estimation methodologies could have a material effect on these estimates of fair value.

The main inputs to valuing the Royalty Fee Derivative Liability are as follows:

	As of	
	June 30, 2026	December 31, 2025
Revenue volatility	63.6 %	62.0 %
Revenue discount rate	14.5 %	14.0 %

10. Equity

In February 2024, the Company entered into a securities purchase agreement (the “Securities Purchase Agreement”) with certain institutional accredited investors (the “Investors”), pursuant to which the Company issued and sold to the Investors in a private placement an aggregate of 32,413,560 shares of the Company’s common stock, par value \$0.0001 per share (the “Shares”), at a price of \$7.52 per share, and, to certain Investors in lieu of Shares, pre-funded warrants to purchase 10,805,957 shares of the Company’s common stock (the “Pre-Funded Warrants”), at a price of \$7.519 per Pre-Funded Warrant (the “2024 Private Placement”). Each Pre-Funded Warrant issued in the 2024 Private Placement that remains outstanding has an exercise price of \$0.001 per share, is currently exercisable and will remain exercisable until the Pre-Funded Warrant is exercised in full.

During the three and six months ended June 30, 2026, Pre-Funded Warrants to purchase zero and 1,749,453 shares of the Company’s common stock, respectively, were exercised via cashless exercise for zero and 1,749,300 shares of the Company’s common stock, respectively.

During the three and six months ended June 30, 2025, Pre-Funded Warrants to purchase 1,092,273 and 1,092,273 shares of the Company’s common stock, respectively, were exercised via cashless exercise for 1,092,148 and 1,092,148 shares of the Company’s common stock, respectively.

As of June 30, 2026, 5,818,592 Pre-Funded Warrants remained outstanding.

11. Stock-Based Awards

For the three and six months ended June 30, 2026, the Company had three stock-based compensation plans under which it was able to grant stock-based awards, the 2021 Stock Incentive Plan, as amended (the “2021 Plan”), the 2019 Inducement Stock Incentive Plan, as amended (the “2019 Inducement Plan”), and the Amended and Restated 2014 Employee Stock Purchase Plan (the “ESPP”) (collectively, the “Stock Plans”). The 2021 Plan and the 2019 Inducement

Plan provide for the grant of non-statutory stock options, restricted stock awards, restricted stock units (“RSUs”), performance stock units (“PSUs”), stock appreciation rights and other stock-based awards. The 2021 Plan also provides for the grant of incentive stock options.

The terms and conditions of the Stock Plans are described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026. Subsequent updates to the Stock Plans during the six months ended June 30, 2026 are as follows:

2019 Plan — On February 4, 2026, the Company's board of directors amended the 2019 Inducement Plan to increase the aggregate number of shares issuable thereunder from 6,054,000 to 7,028,000 shares of common stock.

2021 Plan — On June 10, 2026, the Company’s stockholders approved an amendment to the 2021 Plan to increase the aggregate number of shares of common stock issuable thereunder by 10,000,000 shares of common stock.

As of June 30, 2026, 11,932,484, 454,699, and 2,075,397 shares of common stock remained available for issuance under the 2021 Plan, the 2019 Inducement Plan, and the ESPP, respectively.

Stock options, RSUs and PSUs

During the three and six months ended June 30, 2026, the Company granted options to purchase 987,074 and 5,927,103 shares of common stock, respectively, at a weighted exercise price of \$8.99 and \$11.23 per share, respectively. Of these, options to purchase 317,249 and 4,767,253 shares of common stock, respectively, were granted under the 2021 Plan, and options to purchase 669,825 and 1,159,850 shares of common stock, respectively, were granted under the 2019 Inducement Plan.

During the three and six months ended June 30, 2026, the Company granted 488,816 and 2,126,884 RSUs, respectively. Of these, 267,291 and 1,744,784 RSUs, respectively, were granted under the 2021 Plan and 221,525 and 382,100 RSUs, respectively, were granted under the 2019 Inducement Plan. Each RSU is settleable for one share of common stock upon vesting.

On February 11, 2025, the Company granted 1,500,000 PSUs to its Executive Chairman, President and Chief Executive Officer under the 2021 Plan. Each PSU is settleable for one share of common stock upon vesting. The PSUs are allocated equally across four tranches, which can be earned during a five-year performance period commencing on the grant date (the “PSU Performance Period”), if the Company’s consecutive 60-day closing stock price average meets or exceeds per share price hurdles of \$15.00, \$20.00, \$25.00 and \$30.00, as applicable. All PSUs are subject to a service condition. The PSUs earned during the first three years of the PSU Performance Period are subject to additional service-based vesting requirements through February 11, 2028.

On February 11, 2025, the Company granted 2,750,000 performance stock options to the Company’s Executive Chairman, President and Chief Executive Officer under the 2021 Plan (the “Performance Option Award”). The Performance Option Award was contingent upon the approval by the Company’s stockholders of Amendment No. 4 to the 2021 Plan. The stockholders of the Company approved Amendment No. 4 to the 2021 Plan on June 11, 2025. In accordance with the guidance of Accounting Standards Codification Topic 718 *Compensation—Stock Compensation*, the Performance Option Award was deemed granted for financial accounting purposes as of June 11, 2025 when shareholder approval was obtained. The Performance Option Award is allocated equally across four tranches, which can be earned during a five-year performance period commencing on February 11, 2025 (the “Option Award Performance Period”), if the Company’s consecutive 60-day closing stock price average meets or exceeds per share price hurdles of \$15.00, \$20.00, \$25.00 and \$30.00, as applicable. All performance stock options are subject to a service condition. The performance stock options earned during the first three years of the Option Award Performance Period are subject to additional service-based vesting requirements through February 11, 2028.

The fair value of each tranche of the PSUs and each tranche of the Performance Option Award was estimated using a Monte Carlo simulation. The main inputs to valuing each tranche include the risk-free interest rate, expected volatility, the contractual term of five years, and no expected dividend yield. The requisite service period for each tranche was derived from the Monte Carlo simulation, taking into account the three-year minimum service requirement.

During the three and six months ended June 30, 2026, 1,483,502 and 1,903,178 stock options, respectively, and 135,856 and 188,322 RSUs, respectively, expired or were forfeited.

Stock-based Compensation

The Company recorded stock-based compensation expense related to stock options, RSUs and PSUs in the following expense categories of its unaudited condensed consolidated statements of operations and comprehensive loss:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Research and development	\$ 5,165	\$ 3,350	\$ 10,622	\$ 6,368
Selling and marketing	1,926	1,068	4,163	2,245
General and administrative	7,558	5,260	15,446	11,521
	<u>\$ 14,649</u>	<u>\$ 9,678</u>	<u>\$ 30,231</u>	<u>\$ 20,134</u>

As of June 30, 2026, the Company had an aggregate of \$105,025 of unrecognized stock-based compensation cost, which is expected to be recognized over a weighted average period of 2.41 years.

12. Net Loss Per Share

Basic net loss per share was calculated as follows for the three and six months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator:				
Net loss attributable to common stockholders	\$ (78,763)	\$ (67,814)	\$ (167,375)	\$ (131,867)
Denominator:				
Weighted average common shares outstanding, basic	224,952,428	172,594,662	224,528,253	171,004,629
Net loss per share - basic	<u>\$ (0.35)</u>	<u>\$ (0.39)</u>	<u>\$ (0.75)</u>	<u>\$ (0.77)</u>

For the three and six months ended June 30, 2026 and 2025, respectively, there was no dilutive impact from potentially issuable common shares. Therefore, diluted net loss per share was the same as basic net loss per share. As of June 30, 2026 and June 30, 2025, 5,818,592 and 9,713,684, respectively, outstanding Pre-Funded Warrants (Note 10) are included in the calculation of basic and diluted net loss per share.

The Company excluded the following potentially issuable common shares, outstanding as of June 30, 2026 and 2025, respectively, from the computation of diluted net loss per share for the three and six months ended June 30, 2026 and 2025, respectively, because they had an anti-dilutive impact:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Options to purchase common stock	25,570,034	23,538,091	25,570,034	23,538,091
RSUs	4,835,219	4,870,747	4,835,219	4,870,747
PSUs	1,500,000	1,500,000	1,500,000	1,500,000
	<u>31,905,253</u>	<u>29,908,838</u>	<u>31,905,253</u>	<u>29,908,838</u>

13. Segment Reporting

The Company operates as a single operating segment. Its operations consist of developing and commercializing innovative therapies for retinal diseases and other eye conditions based on its ELUTYX proprietary bioresorbable hydrogel-based formulation technology.

Resources are allocated and performance is assessed by the Company's Chief Executive Officer and the Company's Chief Operating Officer, who the Company has determined to be, collectively, the Company's Chief Operating Decision Maker ("CODM").

The accounting policies for the Company's one segment are the same as those described in Note 2. The CODM evaluates the performance of its one segment and allocates resources based on Net Loss.

The following table provides information about the Company's single segment:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2026	2025	2026	2025
Revenue	\$ 13,475	\$ 13,459	\$ 24,260	\$ 24,156
Cost of product revenue	2,011	1,944	3,340	3,206
Research and development (a)				
Direct program expenses				
AXPAXLI	28,756	33,158	71,216	57,613
Other clinical and preclinical programs	716	1,001	1,475	2,081
Unallocated expenses				
Personnel costs	13,538	9,350	26,514	18,689
All other costs	2,081	2,039	3,890	4,925
Selling and marketing (a)	15,079	12,477	29,153	25,251
General and administrative (a)	14,416	8,649	26,022	18,301
Facilities (b)	2,487	1,777	4,758	3,508
Stock-based compensation	14,649	9,678	30,231	20,134
Depreciation	1,851	1,027	3,111	2,007
Interest income	5,449	3,455	11,500	7,282
Interest expense	(2,792)	(3,016)	(5,569)	(6,000)
Other non-operating items	689	(612)	2,144	(1,590)
Net loss	<u>\$ (78,763)</u>	<u>\$ (67,814)</u>	<u>\$ (167,375)</u>	<u>\$ (131,867)</u>

(a) excluding stock-based compensation, depreciation, and facilities expenses

(b) excluding stock-based compensation and depreciation

14. Commitments and Contingencies

Legal Proceedings

EyePoint Litigation

On March 20, 2026, plaintiff EyePoint, Inc. filed a lawsuit against us in Middlesex County Superior Court of Massachusetts. The plaintiff alleges that the Company has made certain false and defamatory statements about EyePoint and its DURAVYU product candidate. The complaint asserts counts of (1) defamation; (2) commercial disparagement; (3) unfair or deceptive practices in violation of Massachusetts General Laws c. 93A, §§ 2, 11; and (4) tortious interference with advantageous business relations. The plaintiff is seeking, among other things, injunctive relief, damages, and attorneys' fees.

On March 23, 2026, EyePoint filed a Motion for Temporary Restraining Order and Preliminary Injunction, seeking, among other things, to enjoin the Company from disseminating allegedly false and misleading statements. On April 13, 2026, the court denied the plaintiff's motion for temporary restraining order. A hearing on the plaintiff's motion for preliminary injunction was held on May 5, 2026, and July 7, 2026. The court has yet to rule on EyePoint's motion for preliminary injunction.

The Company has assessed and evaluated the matter under ASC 450, Contingencies, and, based on its current assessment, has determined no accrual associated with the matter has been incurred as of June 30, 2026.

The Company does not currently believe that the legal matter discussed above will have a material adverse effect on its financial position or liquidity. However, the outcome is inherently unpredictable and subject to significant uncertainties. There can be no assurance that there will not be an increase in the scope of this pending matter.

Indemnification Agreements

In the ordinary course of business, the Company enters into agreements that may include indemnification provisions. Pursuant to such agreements, the Company may indemnify, hold harmless and defend indemnified parties for losses suffered or incurred by the indemnified party. Some of the provisions will limit losses to those arising from third-party actions. In some cases, the indemnification will continue after the termination of the agreement. The maximum potential amount of future payments the Company could be required to make under these provisions is not determinable.

To date, the Company has not incurred any material costs as a result of such indemnifications.

15. Related Party Transactions

The Company has engaged Boston Image Reading Center LLC (“BIRC”) to provide certain clinical development-related services. Nadia Waheed, M.D. M.P.H., the Company’s Chief Medical Officer, is a Director of BIRC. For the three and six months ended June 30, 2026, the Company incurred fees for clinical development-related services rendered by BIRC of \$34 and \$179, respectively. For the three and six months ended June 30, 2025, the Company incurred fees for clinical development-related services rendered by BIRC of \$4 and \$25, respectively. As of June 30, 2026 and December 31, 2025, there was \$0 and \$126 recorded in accounts payable for BIRC, respectively. As of June 30, 2026 and December 31, 2025, there was \$17 and \$590 recorded in accrued expenses for BIRC, respectively. The Company engages BIRC in the ordinary course of our business on an arm’s length basis.

Jeffrey Heier, M.D., the Company’s Chief Scientific Officer, and Peter Kaiser, M.D., the Company’s Chief Development Officer, are each a shareholder of i2Vision, Inc. The Company had engaged i2Vision to provide services with respect to the clinical advancement of AXPAXLI. For the three and six months ended June 30, 2026, no costs for services rendered by i2Vision were incurred. For the three months ended June 30, 2025, the Company incurred fees and expenses related to services provided by i2Vision of \$43. For the six months ended June 30, 2025, the Company recorded a net credit for fees and expenses related to services rendered by i2Vision that were previously recorded as expense of \$(121).

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 condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026. Some of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report on Form 10-Q, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties and should be read together with the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2025 for a discussion of important factors that could cause actual results to differ materially from the results described in, or implied by, the forward-looking statements contained in the following discussion and analysis.

Overview

Our Company

We are an integrated biopharmaceutical company committed to redefining the retina experience. AXPAXLI, also known as OTX-TKI, is our investigational, bioresorbable, intravitreal hydrogel incorporating axitinib, a small molecule, multi-target, tyrosine kinase inhibitor with anti-angiogenic properties. AXPAXLI is based on our proprietary ELUTYX hydrogel-based formulation technology. AXPAXLI is currently being evaluated in a Phase 3 registrational program for wet age-related macular degeneration, or wet AMD, which we refer to as the SOL program. AXPAXLI is currently also being evaluated in a Phase 3 registrational program for diabetic retinal disease, including non-proliferative diabetic retinopathy, or NPDR, which we refer to as the HELIOS program.

We also leverage the ELUTYX technology in our commercial product DEXTENZA, a corticosteroid approved by the U.S. Food and Drug Administration, or FDA, for the treatment of ocular inflammation and pain following ophthalmic surgery in adults and pediatric patients and for the treatment of ocular itching associated with allergic conjunctivitis in adults and pediatric patients aged two years or older, and in our product candidate OTX-TIC, which is a travoprost intracameral hydrogel that has completed a Phase 2 clinical trial for the treatment of open-angle glaucoma, or OAG, or ocular hypertension, or OHT. We are evaluating next steps for the OTX-TIC program.

Key Business and Financial Developments

AXPAXLI for Wet AMD

The SOL-1 Trial

The SOL-1 trial is a prospective, multi-center, double-masked, randomized (1:1), parallel-group, two-arm superiority trial to assess the safety and efficacy of a single injection of AXPAXLI with a drug load of 450 µg of axitinib, or AXPAXLI 450 µg, compared with a single injection of aflibercept 2 mg, in subjects with wet AMD up to Week 52 and repeat-dosing thereafter. We are conducting the SOL-1 trial in accordance with a special protocol assessment, or SPA, agreement with the FDA.

The SOL-1 trial involves more than 100 trial sites located in the United States and Argentina. The primary endpoint of the SOL-1 trial is the proportion of subjects who maintained visual acuity at Week 36. One of the key secondary endpoints is the proportion of subjects who maintained visual acuity measured at Week 52. Subjects who were successfully randomized are assessed every month and will receive a supplemental dose of aflibercept 2 mg as needed based on pre-specified criteria. At Weeks 52 and 76, all subjects, including subjects who previously received supplemental rescue treatment, are to be re-dosed with their respective initial treatment of either a single injection of AXPAXLI 450 µg in the investigational arm or a single injection of aflibercept 2 mg in the control arm. In accordance with the trial design, subjects will be followed for safety, and subjects and designated trial personnel will remain masked, through Week 104.

In December 2024, we completed the randomization of 344 subjects with a diagnosis of wet AMD in the study eye at screening in the SOL-1 trial. Under the trial protocol, subjects were eligible for enrollment in the SOL-1 trial if they were treatment-naïve for wet AMD in the study eye; had central subfield thickness, or CSFT, of less than or equal to 500

microns; and had a Best Corrected Visual Acuity, or BCVA, of at least 54 letters as measured by the Early Treatment of Diabetic Retinopathy Study, or ETDRS, letters chart (approximately 20/80 Snellen equivalent vision). After initial screening, every enrolled subject received two aflibercept 2 mg loading doses between the screening visit and Day 1: one at Week -8 and another at Week -4. Subjects reaching either a BCVA of greater than or equal to 84 ETDRS letters (approximately 20/20 Snellen equivalent vision) or experiencing an improvement of at least 10 ETDRS letters with a reduction in CSFT to no greater than 350 microns in the study eye after these injections were randomized in the trial on Day 1 (Baseline).

In February 2026, we announced positive topline Week 52 results for the SOL-1 trial. AXPAXLI met its primary endpoint with statistical significance. The proportion of subjects who maintained visual acuity, defined as a loss of fewer than 15 ETDRS letters from baseline, at Week 36 was 74.1% in the AXPAXLI arm compared to 55.8% in the aflibercept 2 mg arm, with a risk difference of 17.5% and a p-value of 0.0006 per the pre-specified statistical model, and with an observed difference of 18.3%. The risk difference is the difference in the probability of maintaining vision in the treatment arm compared to the control arm as per the pre-specified statistical model. The observed difference is the numerical difference of the observed event rate between the two arms.

AXPAXLI also met a key secondary pre-specified endpoint measuring the proportion of subjects who maintained visual acuity at Week 52, using the same analysis as the primary endpoint, with high statistical significance. The proportion of subjects who maintained vision at Week 52 was 65.9% in the AXPAXLI arm compared to 44.2% in the aflibercept 2 mg arm, with a risk difference of 21.1%, and a p-value of <0.0001 per the pre-specified statistical model compared to aflibercept 2 mg subjects, and with an observed difference of 21.7%.

We evaluated the proportion of subjects who did not require rescue injections as specified by the SOL-1 trial protocol rescue criteria. The rescue-free rates in the AXPAXLI arm were 80.6%, 74.7%, and 68.8% at Weeks 24, 36, and 52, respectively, compared to 72.1%, 56.4%, and 47.7% in the aflibercept 2 mg arm at the same time periods. The observed differences were 8.5%, 18.3%, and 21.1% in favor of the AXPAXLI arm at Weeks 24, 36, and 52, respectively.

Retention in the SOL-1 trial continues to be outstanding, with greater than 95% of randomized subjects remaining on trial to date, and rescues reviewed under masking show greater than 95% of rescue events to date have met pre-established protocol defined criteria.

As of the Week 52 database lock on February 5, 2026, AXPAXLI was generally well-tolerated in the SOL-1 trial. No treatment-related ocular or systemic serious adverse events were observed. No cases of endophthalmitis, occlusive retinal vasculitis, non-occlusive retinal vasculitis, retinal detachment, or implant migration to the anterior chamber were observed in the AXPAXLI arm.

Plans for Registration

After aligning with the FDA at a Type C meeting held in May 2026 as to our submission plan, we anticipate submitting a new drug application, or NDA, to the FDA for marketing approval of AXPAXLI for the treatment of wet AMD during the fourth quarter of 2026. The NDA is expected to include the Week 52 efficacy and safety data from the SOL-1 trial, together with interim Week 52 safety data for a subset of subjects in the SOL-R trial and confirmatory evidence. To provide safety information for a minimum of 300 subjects in the aggregate with at least one year of treatment with AXPAXLI in accordance with FDA guidance and to supplement the 170 subjects who received AXPAXLI in the SOL-1 trial, we plan to conduct an interim safety analysis of the SOL-R trial during the fourth quarter of 2026 assessing all subjects who have completed the Week 52 time point at the time of analysis. SOL-R efficacy data is not part of our planned NDA submission.

We plan to hold a pre-NDA meeting during the third quarter of 2026 to align with the FDA on the format and content for our planned NDA submission. At the standard 120-day safety update following the submission of our NDA, we plan to submit Year 2 safety data from the SOL-1 trial to the FDA to support the potential inclusion of repeat dosing on a label for AXPAXLI, if approved. Based on the SOL-1 trial results, we believe AXPAXLI has the potential to receive a superiority label as compared to a single injection of aflibercept 2 mg, with redosing potentially as infrequently as every 12 months, if approved.

Because axitinib is FDA-approved for non-ophthalmic indications, we plan to leverage the 505(b)(2) NDA review pathway which has the potential to shorten the review timeline for AXPAXLI by up to two months as compared to the traditional review pathway for new molecular entities. If approved, AXPAXLI would be the first tyrosine kinase inhibitor commercialized for the treatment of wet AMD.

The SOL-R Trial

We are also conducting the SOL-R trial, a repeat-dosing Phase 3 clinical trial to evaluate the non-inferiority of AXPAXLI 450 µg dosed every 24 weeks for the treatment of wet AMD compared to aflibercept 2 mg dosed on-label every eight weeks. The SOL-R trial includes sites located in the U.S., Argentina, India, and Australia. The SOL-R trial is designed as a multi-center, double-masked, randomized (2:2:1), three-arm trial requiring subjects that were either treatment naïve or have been diagnosed with wet AMD in the study eye within about four months prior to screening. To qualify for screening in the SOL-R trial, a subject's study eye must have had a BCVA of at least 34 ETDRS letters (approximately 20/200 Snellen equivalent vision).

Over the six month screening and lead-in period prior to Baseline (Day 1) randomization, enrolled subjects were given three screening doses of any anti-VEGF therapy, excluding brodalumab-dbl, and two monthly loading doses of aflibercept 2 mg prior to Day 1, and monitored to exclude subjects demonstrating early persistent fluid or significant retinal fluid fluctuations. Subjects maintaining a CSFT of no greater than 350 microns at Weeks -12 and -8, and not experiencing a CSFT increase of greater than 35 microns at Week -8 from their lowest CSFT at any prior visit, received these loading doses at Weeks -8 and -4 prior to randomization on Day 1.

Subjects in the first arm of the SOL-R trial received a single dose of AXPAXLI 450 µg at Day 1 and are re-dosed with AXPAXLI 450 µg at Weeks 24, 48, and 72. Subjects in the second arm received aflibercept 2 mg on Day 1 and per label every eight weeks thereafter. Subjects in the third arm received a single dose of aflibercept 8 mg at Day 1 and are re-dosed at Weeks 24, 48, and 72. Subjects will be followed for safety until Week 96. Trial subjects and designated trial personnel will remain masked through the end of Week 96.

The primary endpoint of the SOL-R trial is to demonstrate non-inferiority in mean BCVA change from baseline between the AXPAXLI and on-label aflibercept 2 mg arms at Week 56. The third arm (aflibercept 8 mg) of the SOL-R trial is not part of the non-inferiority analysis at Week 56. Based on FDA guidance, the non-inferiority margin for the lower bound for the trial has been established at -4.5 letters of mean BCVA.

We are amending the trial protocol to add a new key secondary endpoint to evaluate the superiority of AXPAXLI to aflibercept (8 mg) at Week 96. Subjects in the third arm of the SOL-R trial receive aflibercept (8 mg) every 24 weeks, matching the same dosing cadence as the AXPAXLI arm. This new key secondary endpoint will be evaluated at Week 96 to align as closely as possible with the aflibercept (8 mg) Year 2 approved dosing interval, which was recently expanded to up to every five months after one year of treatment. To further assess differentiation from aflibercept (2 mg), dosed every eight weeks in the SOL-R trial, we also intend to evaluate the prevention of fibrosis and atrophy through secondary endpoints at Week 96 with the goal of expanding a potential AXPAXLI label in the future. We expect that the new key secondary superiority endpoint and secondary fibrosis and atrophy endpoints have the potential to establish AXPAXLI as a best-in-disease agent for wet AMD and to further support our efforts to obtain broad global regulatory approvals and adoption of AXPAXLI if approved.

In November 2025, we announced that the SOL-R trial achieved its randomization target of 555 subjects. We continued to allow randomization of previously enrolled subjects that were still in the loading phase when we achieved target randomization to maintain our commitment to both subjects and investigators. We have now completed randomization of the SOL-R trial with a total of 640 subjects randomized. Subject retention in the SOL-R trial remains high. Topline data for the SOL-R trial are expected to be available in the first quarter of 2028.

As discussed above under "Plans for Registration", we plan to conduct an interim safety analysis of the SOL-R trial in the fourth quarter of 2026 to provide Week 52 safety data on subjects dosed with AXPAXLI in the trial in support of our NDA for AXPAXLI for the treatment of wet AMD. All data other than safety data for the interim analysis population will remain masked following the interim analysis, and SOL-R will incur a 0.0001 alpha penalty in connection with its primary statistical analysis as a result of conducting the interim analysis. The SOL-R primary endpoint of non-inferiority in mean BCVA change from baseline between the AXPAXLI and on-label aflibercept (2 mg)

arms at Week 56 remains unchanged. We have no plans to enroll additional subjects in SOL-R and are amending the trial protocol to extend sponsor masking through Week 96 to evaluate the new secondary endpoints described above.

The SOL-X Trial

In April 2026, the first patient was enrolled in the SOL-X trial, a multi-center, open-label, long-term safety extension clinical trial to evaluate subjects who have completed their two-year safety follow-up visits in either the SOL-1 or SOL-R trial for an additional three years. The primary objectives of the SOL-X trial are to evaluate the long-term safety of AXPAXLI; to explore long-term visual outcomes, including visual acuity and the incidence and/or progression of fibrosis and macular atrophy; and to evaluate the impact of delayed initiation of AXPAXLI in patients who initially were randomized to receive aflibercept in either the SOL-1 or SOL-R trial. Subjects enrolled in the SOL-X trial will receive AXPAXLI 450 µg every 24 weeks and are to be evaluated at Week 4, Week 12, and every 12 weeks thereafter.

AXPAXLI for Diabetic Eye Disease

Diabetic Retinopathy Program Highlights

In September 2025, we announced plans for two superiority registrational trials of AXPAXLI for the treatment of NPDR, which we refer to as the HELIOS-2 and HELIOS-3 trials.

In August 2025, we received written agreement regarding the overall design of the HELIOS-2 clinical trial, including a proposed novel ordinal endpoint and statistical analysis plan, from the FDA under an SPA agreement. The SPA agreement for HELIOS-2 informed our design of the HELIOS-3 trial, as both trials were designed to use the same ordinal endpoint.

We have now streamlined our diabetic retinopathy, or DR, program to prioritize a single global registrational superiority study, the HELIOS-3 trial. Based on the strength of the SOL-1 trial data and prior data from our Phase 1 clinical trial of AXPAXLI for the treatment of NPDR (HELIOS-1), along with emerging market research indicating a strong physician preference for a once-yearly treatment paradigm in DR, we are advancing the HELIOS-3 trial as a superiority trial evaluating AXPAXLI dosed every 12 months versus sham. We expect this focused approach will preserve our ability to achieve global regulatory objectives and maximize the commercial opportunity for AXPAXLI in DR. The trial is intended to support a broad DR label, including patients with non-center-involved diabetic macular edema.

The HELIOS-3 Trial

In November 2025, we announced that the first subject in the HELIOS-3 trial was randomized. As initially designed, the HELIOS-3 trial was intended to randomize approximately 930 subjects with moderately severe to severe NPDR without center-involved diabetic macular edema and was designed to be a multi-center, double-masked, randomized (1:1:1), three-arm superiority trial comparing two dosing regimens of AXPAXLI 450 µg to a sham comparator. In June 2026, we amended the HELIOS-3 trial to eliminate the arm dosing AXPAXLI every 24 weeks and reduce the overall number of subjects intended for enrollment to approximately 620 subjects.

In the HELIOS-3 trial, NPDR subjects receive either AXPAXLI or a sham injection at randomization and again at Week 48. The primary endpoint is an ordinal 2-step change status in diabetic retinopathy severity scale, or DRSS, from baseline at Week 56. The HELIOS program is the first time an ordinal endpoint is being used in a DR trial, which means the statistical analysis will measure changes across the DRSS spectrum, including disease improvement, stability, and worsening. These are all clinically meaningful measures for retina specialists in the context of a disease that gets progressively worse if untreated. The use of the novel ordinal endpoint means that every patient will contribute data to the statistical analysis, allowing for a smaller trial size to achieve statistically significant outcomes relative to the size required for a binary analysis. We believe the ordinal DRSS endpoint enables a higher probability of success with smaller, shorter, more relevant, and less expensive trials, relative to other potential endpoints.

Commercial

Our net product revenue is generated from the sale of DEXTENZA to specialty distributors, or SDs, for resale to certain ambulatory surgery centers, or ASCs, certain hospital outpatient departments, or HOPDs, and certain physicians' offices, and from the direct sale by us to ASCs and physicians' offices, or Direct Sales.

Our net product revenue was \$13.5 million for the three months ended June 30, 2026, reflecting an increase of \$0.1 million or 0.7% over the three months ended June 30, 2025. Our net product revenue was \$24.3 million for the six months ended June 30, 2026, reflecting an increase of \$0.3 million or 1.3% over the six months ended June 30, 2025, as unit growth was offset by increased year-over-year gross to net adjustments including increases in off-invoice discounts, or OIDs, following a price increase implemented in the second quarter of 2025.

Demand for DEXTENZA is determined by In-Market Sales, defined as unit sales from the SDs to ASCs, HOPDs, and physicians' offices, and Direct Sales. We recorded In-Market Sales of approximately 50,000 units in the three months ended June 30, 2026, an increase of approximately 8,000 units compared to the three months ended March 31, 2026, reflecting seasonal ordering patterns. Differences between In-Market Sales figures and the number of units of DEXTENZA sold by us to SDs and through Direct Sales as included in net product revenue recognized in our unaudited condensed consolidated financial statements are attributable to distributor stocking patterns. For the remainder of 2026, we expect to see continued revenue growth from increased sales efforts directed toward HOPDs, partially offset by higher gross to net adjustments based on the increases in OIDs described above.

Components of our Financial Performance

Revenue

We record DEXTENZA product sales net of applicable reserves for variable consideration, including OIDs, estimated chargebacks, rebates, distribution fees, product returns, and other incentives. Collectively, these discounts, allowances and other reserves are generally referred to as gross-to-net provisions, or GTN Provisions.

Operating Expenses

Cost of Product Revenue

Cost of product revenue consists primarily of costs of DEXTENZA product revenue, which include:

- Direct materials costs;
- Royalties;
- Direct labor, which includes employee-related expenses, including salaries, related benefits and payroll taxes, and stock-based compensation expense for employees engaged in the production process;
- Manufacturing overhead costs, which includes rent, depreciation, and indirect labor costs associated with the production process;
- Transportation costs; and
- Cost of scrap material.

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for the development of our product candidates, which include:

- expenses incurred in connection with the clinical trials of our product candidates, including expenses associated with the investigative sites that conduct our clinical trials and other agreements with contract research organizations, or CROs;
- employee-related expenses, including salaries, related benefits and payroll taxes, travel and stock-based compensation expense for employees engaged in research and development, clinical and regulatory and other related functions;
- expenses relating to regulatory activities, including filing fees paid to the FDA for our submissions for product approvals;
- expenses associated with developing our pre-commercial manufacturing capabilities, including qualification and validation, and manufacturing clinical study materials;
- costs relating to the supply and manufacture of product inventory, prior to approval by the FDA or other regulatory agencies of our products;
- ongoing research and development activities relating to our core bioresorbable hydrogel technology and improvements to this technology;
- facilities, depreciation and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance and supplies; and
- expenses associated with preclinical development activities.

We expense research and development costs as incurred. We recognize external development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our vendors and our clinical investigative sites.

Our direct research and development expenses are tracked on a program-by-program basis and consist primarily of external costs, such as fees paid to investigators, consultants, central laboratories and CROs in connection with our clinical trials and regulatory fees. We do not allocate employee and contractor-related costs, costs associated with our proprietary bioresorbable hydrogel-based formulation technology ELUTYX, costs related to manufacturing or purchasing clinical trial materials, and facility expenses, including depreciation or other indirect costs, to specific product development programs because these costs are deployed across multiple product development programs and, as such, are not separately classified. We use internal resources in combination with third-party CROs, including clinical monitors and clinical research associates, to manage our clinical trials, monitor patient enrollment and perform data analysis for many of our clinical trials. These employees work across multiple development programs and, therefore, we do not track their costs by program.

The successful development and commercialization of our products or product candidates is highly uncertain. This is due to the numerous risks and uncertainties associated with product development and commercialization, including the uncertainty of:

- the scope, progress, outcome and costs of our clinical trials and other research and development activities;
- the timing, receipt and terms of any marketing approvals;
- the efficacy and potential advantages of our products or product candidates compared to alternative treatments, including any standard of care;

- the market acceptance of our products or product candidates; and
- significant and changing government regulation.

Any changes in the outcome of any of these variables with respect to the development of our product candidates in clinical and preclinical development could mean a significant change in the costs and timing associated with the development of these product candidates. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials or other testing beyond those that we currently expect or if we experience significant delays in enrollment in any of our clinical trials, we could be required to expend significant additional financial resources and time on the completion of clinical development of that product candidate. We anticipate that our research and development expenses will increase in the future as we support our continued development of our product candidates.

Selling and Marketing Expenses

Selling and marketing expenses consist primarily of salaries and related costs, including stock-based compensation, for personnel in selling and marketing functions as well as consulting, advertising and promotion costs.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related costs, including stock-based compensation, for personnel in executive, finance, information technology, human resources and administrative functions. General and administrative expenses also include insurance, facility-related costs and professional fees for legal, patent, consulting and accounting and audit services.

Other Income (Expense)

Interest Income. We earn interest income primarily from investments of our cash and cash equivalents in money market funds.

Interest Expense. Interest expense is incurred on our debt. In August 2023, we entered into a credit and security agreement, or the Barings Credit Agreement, with Barings Finance LLC, or Barings, as administrative agent, and the lenders party thereto, providing for a secured term loan facility, or the Barings Credit Facility, in the aggregate principal amount of \$82.5 million. For the three and six months ended June 30, 2026 and 2025, our interest-bearing debt included the Barings Credit Facility (\$82.5 million outstanding principal).

Change in Fair Value of Derivative Liabilities. In August 2023, in connection with entering into the Barings Credit Agreement, we identified an embedded derivative liability, which we were required to measure at fair value at inception and then are required to measure at the end of each reporting period until the embedded derivative is settled. The change in fair value of any derivative liabilities are recorded through the unaudited condensed consolidated statements of operations and comprehensive loss and are presented under the caption “change in fair value of derivative liabilities”.

Results of Operations

Comparison of the Three Months Ended June 30, 2026 and 2025

	Three Months Ended June 30,		Increase (Decrease)
	2026	2025 (in thousands)	
Revenue:			
Product revenue, net	\$ 13,475	\$ 13,395	\$ 80
Collaboration revenue	—	64	(64)
Total revenue, net	13,475	13,459	16
Costs and operating expenses:			
Cost of product revenue	2,011	1,944	67
Research and development	54,138	51,081	3,057
Selling and marketing	17,276	13,729	3,547
General and administrative	22,159	14,346	7,813
Total costs and operating expenses	95,584	81,100	14,484
Loss from operations	(82,109)	(67,641)	(14,468)
Other income (expense):			
Interest income	5,449	3,455	1,994
Interest expense	(2,792)	(3,016)	224
Change in fair value of derivative liabilities	689	(641)	1,330
Gain on sale of property and equipment	—	29	(29)
Total other income (expense), net	3,346	(173)	3,519
Net loss	<u>\$ (78,763)</u>	<u>\$ (67,814)</u>	<u>\$ (10,949)</u>

Product Revenue, net

Our product revenue, net, was \$13.5 million and \$13.4 million for the three months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$0.1 million year-over-year. All of our product revenue, net, was attributable to sales of DEXTENZA.

Our total GTN Provisions for the three months ended June 30, 2026 and 2025 were 55.0% and 51.7%, respectively, of gross DEXTENZA product sales. We are required to estimate the expected GTN Provisions when we sell DEXTENZA to SDs, ASCs and physicians' offices and accrue for them at that time. We adjust the OID, a significant component of the GTN Provisions for DEXTENZA from time to time and typically on a quarterly basis as part of our overall pricing strategy. The actual OID amounts are generally determined at the time of resale by SDs or direct sales to ASCs or physicians' offices by us.

Compared to the three months ended June 30, 2025, the GTN Provisions relative to gross DEXTENZA product sales increased during the three months ended June 30, 2026, primarily as a result of the changes in the OID. We expect that GTN Provisions relative to gross DEXTENZA product sales will remain at this increased level or may increase further, for the remainder of 2026 and beyond.

Collaboration Revenue

We did not recognize any collaboration revenue during the three months ended June 30, 2026. During the three months ended June 30, 2025, we recognized \$0.1 million of collaboration revenue related to the performance obligation under our license agreement with AffaMed Therapeutics Limited, or AffaMed, to conduct a Phase 2 clinical trial of OTX-TIC. We do not expect to recognize additional collaboration revenue for the remainder of 2026, as we have fully satisfied this performance obligation.

Research and Development Expenses

The following table summarizes research and development expenses for the three months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Increase (Decrease)
	2026	2025	
	(in thousands)		
Direct research and development expenses by program:			
AXPAXLI	\$ 28,756	\$ 33,193	\$ (4,437)
OTX-TIC	16	249	(233)
DEXTENZA	699	716	(17)
OTX-DED	1	1	—
Unallocated expenses:			
Personnel costs (including stock-based compensation)	18,703	12,700	6,003
All other costs	5,963	4,222	1,741
Total research and development expenses	<u>\$ 54,138</u>	<u>\$ 51,081</u>	<u>\$ 3,057</u>

Research and development expenses were \$54.1 million and \$51.1 million for the three months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$3.0 million year-over-year.

Within research and development expenses, our expenses for unallocated expenses increased \$7.8 million, offset, in part, by a decrease in expenses for clinical programs of \$4.7 million.

For the three months ended June 30, 2026, we incurred \$29.5 million in direct research and development expenses for our products and product candidates compared to \$34.1 million for the three months ended June 30, 2025. The decrease of \$4.6 million is related to timing and scale of our various clinical trials for our product candidates, including the progression of the SOL-1, SOL-R, SOL-X and HELIOS-3 clinical trials.

We expect that direct research and development expenses for our products and product candidates will increase for the remainder of 2026 and beyond as we prepare for the planned NDA submission for AXPAXLI for wet AMD, progress the SOL-R trial toward topline data expected in the first quarter of 2028, enroll additional patients in the SOL-X and HELIOS-3 trials, and perform increased registration-enabling manufacturing scale-up activities for AXPAXLI. We expect that personnel costs will continue to increase for the remainder of 2026 and beyond as we plan to hire additional personnel to support our planned clinical trials, NDA preparation activities, and pre-commercial manufacturing scale-up.

Selling and Marketing Expenses

The following table summarizes our selling and marketing expenses for the three months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Increase (Decrease)
	2026	2025	
	(in thousands)		
Personnel-related (including stock-based compensation)	\$ 11,017	\$ 7,986	\$ 3,031
Professional fees	4,559	4,224	335
Facility-related and other	1,700	1,519	181
Total selling and marketing expenses	<u>\$ 17,276</u>	<u>\$ 13,729</u>	<u>\$ 3,547</u>

Selling and marketing expenses were \$17.3 million and \$13.7 million for the three months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$3.5 million year-over-year.

The increase is due to an increase in personnel-related costs, including stock-based compensation, of \$3.0 million, primarily reflecting the expansion of our pre-commercial team to prepare for a potential AXPAXLI wet AMD launch; an increase in professional fees of \$0.3 million, including costs related to our corporate branding and launch planning; and an increase in facility-related and other costs of \$0.2 million with the associated headcount expansion.

We expect our selling and marketing expenses to increase for the remainder of 2026 and beyond as we continue to invest in additional AXPAXLI launch planning activities and support ongoing DEXTENZA commercialization efforts.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the three months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Increase (Decrease)
	2026	2025 (in thousands)	
Personnel-related (including stock-based compensation)	\$ 13,578	\$ 9,444	\$ 4,134
Professional fees	5,877	3,402	2,475
Facility-related and other	2,704	1,500	1,204
Total general and administrative expenses	<u>\$ 22,159</u>	<u>\$ 14,346</u>	<u>\$ 7,813</u>

General and administrative expenses were \$22.2 million and \$14.3 million for the three months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$7.8 million year-over-year.

The increase was due to an increase in personnel-related costs, including stock-based compensation, of \$4.1 million, an increase in professional fees of \$2.5 million, and an increase in facility-related and other costs of \$1.2 million.

We anticipate that our general and administrative expenses will increase for the remainder of 2026 and beyond, as we continue to further strengthen operations and processes that support our clinical trials of AXPAXLI, including the SOL-1 trial, the SOL-R trial, the SOL-X trial and the HELIOS-3 trial.

Other Income (Expense), Net

Interest Income. Interest income was \$5.4 million and \$3.5 million for the three months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$1.9 million year-over-year. The increase is attributable primarily to a higher average balance of interest-generating cash and cash equivalents as a result of our October 2025 equity financing.

Interest Expense. Interest expense was \$2.8 million and \$3.0 million for the three months ended June 30, 2026 and 2025, respectively, reflecting a decrease of \$0.2 million year-over-year.

Change in Fair Value of Derivative Liabilities. We recognized a net gain from the change in fair value of our derivative liability related to the Barings Credit Agreement of \$0.7 million for the three months ended June 30, 2026. We recognized a net loss from the change in fair value of our derivative liability related to the Barings Credit Agreement of \$0.6 million for the three months ended June 30, 2025.

The net gain for the three months ended June 30, 2026 is comprised of a non-cash gain of \$1.2 million from the change in the fair value of the derivative liability, partially offset by an expense of \$0.5 million related to DEXTENZA royalty fees under the Barings Credit Agreement that we paid or accrued.

The net loss for the three months ended June 30, 2025 is comprised of a non-cash loss of \$0.2 million from the change in the fair value of the derivative liability and an expense of \$0.5 million expense related to royalty fees under the Barings Credit Agreement that we paid or accrued.

We cannot predict how the fair value of the derivative liability related to the Barings Credit Agreement will change in the remainder of 2026 and beyond.

Comparison of the Six Months Ended June 30, 2026 and 2025

The following table summarizes our results of operations for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		Increase (Decrease)
	2026	2025	
	(in thousands)		
Revenue:			
Product revenue, net	\$ 24,260	\$ 24,028	\$ 232
Collaboration revenue	—	128	(128)
Total revenue, net	24,260	24,156	104
Costs and operating expenses:			
Cost of product revenue	3,340	3,206	134
Research and development	120,351	93,938	26,413
Selling and marketing	33,853	27,877	5,976
General and administrative	42,166	30,694	11,472
Total costs and operating expenses	199,710	155,715	43,995
Loss from operations	(175,450)	(131,559)	(43,891)
Other income (expense):			
Interest income	11,500	7,282	4,218
Interest expense	(5,569)	(6,000)	431
Change in fair value of derivative liabilities	2,144	(1,619)	3,763
Gain on sale of property and equipment	—	29	(29)
Total other income (expense), net	8,075	(308)	8,383
Net loss	<u>\$ (167,375)</u>	<u>\$ (131,867)</u>	<u>\$ (35,508)</u>

Product Revenue, net

Our product revenue, net was \$24.3 million and \$24.0 million for the six months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$0.3 million year-over-year. All of our product revenue, net, was attributable to sales of DEXTENZA.

Our total GTN Provisions for the six months ended June 30, 2026 and 2025 were 54.6% and 50.7%, respectively, of gross DEXTENZA product sales. Compared to the six months ended June 30, 2025, the GTN Provisions relative to gross DEXTENZA product sales increased during the six months ended June 30, 2026, primarily as a result of the changes in the OID. We expect that GTN Provisions, relative to gross DEXTENZA product sales, will remain at this increased level or may increase further, for the remainder of 2026 and beyond.

Collaboration Revenue

We did not recognize any collaboration revenue during the six months ended June 30, 2026. Our collaboration revenue was \$0.1 million for the six months ended June 30, 2025. All of our collaboration revenue was attributable to the performance obligation under our license agreement with AffaMed to conduct a Phase 2 clinical trial of OTX-TIC. We do not expect to recognize additional collaboration revenue for the remainder of 2026, as we have fully satisfied this performance obligation.

Research and Development Expenses

The following table summarizes our research and development expenses for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		Increase (Decrease)
	2026	2025 (in thousands)	
Direct research and development expenses by program:			
AXPAXLI	\$ 71,216	\$ 57,839	\$ 13,377
OTX-TIC	17	416	(399)
DEXTENZA	1,456	1,430	26
OTX-DED	2	7	(5)
Preclinical programs	—	2	(2)
Unallocated expenses:			
Personnel costs (including stock-based compensation)	37,136	25,057	12,079
All other costs	10,524	9,187	1,337
Total research and development expenses	<u>\$ 120,351</u>	<u>\$ 93,938</u>	<u>\$ 26,413</u>

Research and development expenses were \$120.4 million and \$93.9 million for the six months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$26.5 million year-over-year.

Within research and development expenses, expenses for clinical programs increased \$13.1 million, unallocated expenses increased \$13.3 million, and expenses for preclinical programs were not material.

For the six months ended June 30, 2026, we incurred \$72.7 million in direct research and development expenses for our products and product candidates compared to \$59.6 million for the six months ended June 30, 2025. The increase of \$13.1 million is related to timing and conduct of our various clinical trials for our product candidates, including the progression of the SOL-1, SOL-R, SOL-X and HELIOS-3 clinical trials as well as a one-time cost and the disposal of fixed assets as we transitioned back to the two-piece injector used in the SOL-1 trial to support a potential NDA filing.

We expect that direct research and development expenses for our products and product candidates will continue to increase for the remainder of 2026 and beyond as we prepare for the planned NDA submission for AXPAXLI for wet AMD, progress the SOL-R trial toward topline data expected in the first quarter of 2028, enroll additional patients in the SOL-X and HELIOS-3 trials, and perform increased registration-enabling manufacturing scale-up activities for AXPAXLI. We expect that personnel costs will continue to increase for the remainder of 2026 and beyond as we plan to hire additional personnel to support our planned clinical trials, NDA preparation activities, and pre-commercial manufacturing scale-up.

Selling and Marketing Expenses

The following table summarizes our selling and marketing expenses for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		Increase (Decrease)
	2026	2025 (in thousands)	
Personnel-related (including stock-based compensation)	\$ 21,713	\$ 16,720	\$ 4,993
Professional fees	8,470	8,075	395
Facility-related and other	3,670	3,082	588
Total selling and marketing expenses	<u>\$ 33,853</u>	<u>\$ 27,877</u>	<u>\$ 5,976</u>

Selling and marketing expenses were \$33.9 million and \$27.9 million for the six months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$6.0 million year-over-year.

The increase was primarily due to an increase in personnel-related costs, including stock-based compensation, of \$5.0 million, and costs related to the expansion of our marketing team for AXPAXLI; an increase in professional fees of \$0.4 million, including costs related to our corporate branding and launch planning; and an increase in facility-related and other costs of \$0.6 million.

We expect our selling and marketing expenses to increase for the remainder of 2026 and beyond as we continue to invest in additional AXPAXLI launch planning activities and support ongoing DEXTENZA commercialization efforts.

General and Administrative Expenses

The following table summarizes our general and administrative expenses for the six months ended June 30, 2026 and 2025:

	Six Months Ended June 30,		Increase (Decrease)
	2026	2025 (in thousands)	
Personnel-related (including stock-based compensation)	\$ 27,140	\$ 20,451	\$ 6,689
Professional fees	10,379	7,002	3,377
Facility-related and other	4,647	3,241	1,406
Total general and administrative expenses	<u>\$ 42,166</u>	<u>\$ 30,694</u>	<u>\$ 11,472</u>

General and administrative expenses were \$42.2 million and \$30.7 million for the six months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$11.5 million year-over-year.

The increase was primarily due to an increase in personnel-related costs, including stock-based compensation, of \$6.7 million; an increase in professional fees of \$3.4 million; and an increase in facility-related and other costs of \$1.4 million. Personnel-related costs, including stock-based compensation, for the six months ended June 30, 2025 include \$1.5 million related to acceleration of stock-based compensation for former executives.

We anticipate that our general and administrative expenses will increase for the remainder of 2026 and beyond, as we continue to further strengthen operations and processes that support our clinical trials of AXPAXLI, including the SOL-1 trial, the SOL-R trial, the SOL-X trial and the HELIOS-3 trial.

Other Income (Expense), Net

Interest Income. Interest income was \$11.5 million and \$7.3 million for the six months ended June 30, 2026 and 2025, respectively, reflecting an increase of \$4.2 million year-over-year. The increase is attributable primarily to a higher average balance of interest-generating cash and cash equivalents as a result of our October 2025 equity financing.

Interest Expense. Interest expense was \$5.6 million and \$6.0 million for the six months ended June 30, 2026 and 2025, respectively, reflecting a decrease of \$0.4 million year-over-year.

Change in Fair Value of Derivative Liabilities. We recognized a net gain from the change in fair values of our derivative liabilities of \$2.1 million for the six months ended June 30, 2026. The net gain for the six months ended June 30, 2026 is comprised of a gain of \$3.0 million from the change in the fair value of the derivative liability related to the Barings Credit Agreement, and an expense of \$0.8 million related to royalty fees under the Barings Credit Agreement that we paid or accrued.

We recognized a net loss from the change in fair values of our derivative liabilities of \$1.6 million for the six months ended June 30, 2025. The net loss for the six months ended June 30, 2025 is comprised of a loss of \$0.8 million from the change in the fair value of the derivative liability related to the Barings Credit Agreement, and an expense of \$0.8 million related to royalty fees under the Barings Credit Agreement that we paid or accrued.

We cannot predict how the fair value of the derivative liability related to the Barings Credit Agreement will change in the remainder of 2026 and beyond.

Liquidity and Capital Resources

Sources of Liquidity

We have financed our operations primarily through private placements of our preferred stock, public offerings and private placements of our common stock and pre-funded warrants to purchase our common stock, borrowings under credit facilities, private placements of our convertible notes, and sales of our products.

As of June 30, 2026, we had cash and cash equivalents of \$598.6 million, and outstanding notes payable with a principal amount of \$82.5 million par value under the Barings Credit Facility.

In October 2025, we completed an underwritten offering of 37,909,018 shares of our common stock, resulting in net proceeds to us of \$445.6 million after deducting underwriting discounts and commissions and other offering expenses.

In August 2021, we entered into an Open Market Sale Agreement, or the 2021 Sales Agreement, with Jefferies LLC, or Jefferies, under which we may offer and sell shares of our common stock from time to time through Jefferies, acting as agent. In November 2023, we filed a prospectus in connection with the 2021 Sales Agreement for the issuance and sale of common stock having an aggregate offering price of up to \$100.0 million thereunder. In June 2025, we sold 11,548,364 shares of our common stock under the 2021 Sales Agreement, resulting in gross proceeds to us of \$96.8 million and net proceeds, after accounting for issuance costs, of \$94.0 million. We did not sell any shares of our common stock under the 2021 Sales Agreement for the six months ended June 30, 2026.

In February 2024, we sold 32,413,560 shares of our common stock at \$7.52 per share and, in lieu of common stock to certain investors, pre-funded warrants to purchase up to an aggregate of 10,805,957 shares of our common stock at a price of \$7.519 per pre-funded warrant for total net proceeds of approximately \$316.4 million, after deducting placement agent fees and other offering expenses, in a private placement. Each pre-funded warrant that remains outstanding has an exercise price of \$0.001 per share, is currently exercisable and will remain exercisable until exercised in full. During the six months ended June 30, 2026, pre-funded warrants to purchase 1,749,453 shares of our common stock were exercised via cashless exercise for 1,749,300 shares of our common stock. As of June 30, 2026, 5,818,592 pre-funded warrants remained outstanding.

In August 2023, we borrowed \$82.5 million under the Barings Credit Facility and received proceeds of \$77.3 million, after the application of an original issue discount and fees.

Funding Requirements

We have a history of incurring significant operating losses. Our net losses were \$167.4 million for the six months ended June 30, 2026, and \$265.9 million, \$193.5 million, and \$80.7 million for the years ended December 31, 2025, 2024 and 2023, respectively. As of June 30, 2026, we had an accumulated deficit of \$1,324.4 million.

We expect to continue to incur losses in connection with our ongoing activities, particularly as we advance the clinical trials of our product candidates in development, specifically the SOL-1, SOL-R, SOL-X and HELIOS-3 trials; if and as we initiate new clinical trials; and as we support the commercialization of DEXTENZA and the potential commercialization of AXPAXLI and our other product candidates, subject to receiving FDA approval.

We anticipate we will incur substantial expenses if and as we:

- continue our ongoing registrational programs, including the SOL registrational program of AXPAXLI for the treatment of wet AMD and the HELIOS registrational program of AXPAXLI for the treatment of diabetic retinal disease, including NPDR;
- continue our ongoing SOL-X trial, our long-term extension study of AXPAXLI for the treatment of wet AMD;

- initiate any additional clinical trials we might determine in the future to conduct for our product candidates;
- scale up our manufacturing processes and capabilities to support sales of commercial products, clinical trials of our product candidates, including AXPAXLI, and commercialization of any of our product candidates for which we obtain marketing approval, and expand our facilities to accommodate this scale up and any corresponding growth in personnel;
- scale up our sales, marketing and distribution capabilities to prepare for commercialization of any product candidates for which we intend to obtain marketing approval;
- continue to monitor subjects according to the applicable clinical trial protocols, or prepare submission documentation such as clinical study reports, for our clinical trials that have been completed;
- seek marketing approvals for any of our product candidates that successfully complete clinical development
- continue to commercialize DEXTENZA in the United States;
- maintain, expand and protect our intellectual property portfolio;
- expand our operational, quality assurance, financial, administrative and management systems and personnel to support our clinical development, manufacturing and commercialization efforts;
- defend ourselves against legal proceedings, including the litigation brought against us by EyePoint, Inc.;
- make investments to improve our defenses against cybersecurity threats and establish and maintain cybersecurity insurance;
- increase our product liability and clinical trial insurance coverage as we expand our clinical trials and commercialization efforts; and
- continue to operate as a public company.

The amount and timing of these expenses determine our future capital requirements.

Based on our current operating plan, which includes estimates of anticipated cash inflows from DEXTENZA product sales and cash outflows from operating expenses and capital expenditures and reflects our observance of the minimum liquidity covenant of \$20.0 million under the Barings Credit Agreement, we believe that our existing cash and cash equivalents as of June 30, 2026, will enable us to fund our planned operating expenses, debt service obligations and capital expenditure requirements into 2028. Although we believe our current and available cash resources are sufficient to fund the potential FDA approval and launch of AXPAXLI for the treatment of wet AMD by the FDA, additional funding will likely be required to support the near-term commercialization of AXPAXLI, if approved. These estimates are subject to various assumptions, including assumptions as to the revenues and expenses associated with the commercialization of DEXTENZA, the pace of our research and clinical development programs, the timing of commencement of dosing and enrollment of our clinical trials, the progress of our manufacturing validation and scale-up and other aspects of our business. We have based our estimates on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect.

Our future capital requirements will depend on many factors, including:

- the progress, costs and outcomes of our ongoing SOL and HELIOS registrational programs of AXPAXLI for the treatment of wet AMD and for the treatment of diabetic retinal disease, including NPDR, respectively;
- the timing, scope, progress, costs and outcome of our SOL-X trial, our long-term extension study of AXPAXLI for the treatment of wet AMD;

- the costs, timing and outcome of regulatory review of AXPAXLI or our other product candidates by the FDA, the European Medicines Agency, or EMA, or other regulatory authorities;
- the scope, progress, costs and outcome of preclinical development and any additional clinical trials we might determine in the future to conduct for our other product candidates, including OTX-TIC for the reduction of intraocular pressure in patients with OAG or OHT;
- the costs of sales, marketing, distribution and other commercialization efforts with respect to DEXTENZA and any of our product candidates for which we obtain marketing approval in the future, such as AXPAXLI, including potential cost increases due to inflation;
- the costs of developing, validating and scaling up our manufacturing processes and capabilities to support sales of commercial products, clinical trials of our product candidates, including AXPAXLI, and commercialization of any of our product candidates for which we may obtain marketing approval, including AXPAXLI, and expansion of our manufacturing facilities to accommodate this scale up and any corresponding growth in personnel;
- the level of product sales from DEXTENZA and any additional products for which we obtain marketing approval in the future, such as AXPAXLI, and the level of third-party reimbursement of such products;
- cost increases due to inflation;
- the extent of our debt service obligations and our ability, if desired, to refinance any of our existing debt on terms that are more favorable to us;
- the amounts we are entitled to receive, if any, as reimbursements for clinical trial expenditures, development, regulatory, and sales milestone payments, and royalty payments under our license agreement with AffaMed;
- the extent to which we choose to establish additional collaboration, distribution or other marketing arrangements for our products and product candidates;
- the costs and outcomes of any legal actions and proceedings, including the litigation brought against us by EyePoint, Inc.;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims; and
- the extent to which we acquire or invest in other businesses, products and technologies.

Until such time, if ever, as we can generate product revenues sufficient to achieve profitability, we expect to finance our cash needs through equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements, royalty agreements, and marketing and distribution arrangements. We do not have any committed external source of funds, although our license agreement with AffaMed provides for AffaMed's reimbursement of certain clinical expenses incurred by us in connection with our collaboration and for our potential receipt of development and sales milestone payments and royalty payments. To the extent that we raise additional capital through the sale of equity, preferred equity or convertible debt securities, our securityholders' ownership interests will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect our existing securityholders' rights as holders or beneficial owners of our common stock. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. The covenants under the Barings Credit Facility and our pledge of our assets as collateral to secure our obligations under the Barings Credit Facility pursuant to which we have a total borrowing capacity of \$82.5 million, which has been fully drawn down, may limit our ability to obtain additional debt or other financing. If we raise additional funds through collaborations, strategic alliances, licensing arrangements, royalty agreements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs, products or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings or other

arrangements when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Cash Flows

The following table summarizes our sources and uses of cash for each of the periods presented:

	Six Months Ended June 30,	
	2026	2025
Cash used in operating activities	\$ (133,265)	\$ (99,909)
Cash used in investing activities	(8,029)	(3,048)
Cash provided by financing activities	2,875	101,989
Net (decrease) in cash and cash equivalents	<u>\$ (138,419)</u>	<u>\$ (968)</u>

Operating activities. Net cash used in operating activities was \$133.3 million for the six months ended June 30, 2026, primarily resulting from our net loss of \$167.4 million, partially offset by non-cash adjustments of \$38.1 million and net unfavorable changes in operating assets and liabilities of \$4.0 million. Our net loss was attributed to operating expenses of \$199.7 million, which we incurred for research and development activities, selling and marketing activities, general and administrative activities, and cost of product revenue, and net non-operating income of \$8.1 million, partially offset by \$24.3 million of net revenue. Non-cash adjustments primarily include stock-based compensation expense of \$30.2 million, non-cash interest expense of \$2.0 million, depreciation and amortization expense of \$3.1 million, loss on disposal of equipment of \$4.9 million, offset, in part, by a net non-cash gain related to changes in the fair value of our derivative liability of \$2.1 million. Net cash used by net unfavorable changes in our operating assets and liabilities during the six months ended June 30, 2026 consisted primarily of a decrease in accrued expenses of \$7.0 million, an increase of prepaid expenses and other current assets of \$0.8 million, and an increase of other changes, net, of \$0.1 million, each partially offset by an increase of accounts payable of \$3.9 million predominantly from our clinical development and research activities.

Net cash used in operating activities was \$99.9 million for the six months ended June 30, 2025, primarily resulting from our net loss of \$131.9 million, partially offset by non-cash adjustments of \$25.9 million and net favorable changes in operating assets and liabilities of \$6.1 million. Our net loss was attributed to operating expenses of \$155.7 million, which we incurred for research and development activities, selling and marketing activities, general and administrative activities, and cost of product revenue, and net non-operating expenses of \$0.3 million, partially offset by \$24.2 million of net revenue. Non-cash adjustments primarily include stock-based compensation expense of \$20.1 million, non-cash interest expense of \$2.1 million, depreciation and amortization expense of \$2.0 million, and a net non-cash loss related to changes in the fair value of our derivative liability of \$1.6 million. Net cash provided by net favorable changes in our operating assets and liabilities during the six months ended June 30, 2025 consisted primarily of decreases of prepaid expenses and other current assets of \$5.0 million, decreases of accounts receivable, net, of \$2.0 million, resulting primarily from decreased sales of DEXTENZA, and increases of accounts payable of \$1.7 million, partially offset by decreases of accrued expenses of \$2.3 million, resulting predominantly from our clinical development activities, and other changes, net, of \$0.3 million.

Investing activities. Net cash used in investing activities was \$8.0 million for the six months ended June 30, 2026, consisting of cash used to purchase property and equipment and leasehold improvements. Net cash used in investing activities was \$3.0 million for the six months ended June 30, 2025, consisting of cash used to purchase property and equipment and leasehold improvements of \$3.2 million, partially offset by \$0.1 million cash received from the sale of obsolete items of property and equipment.

Financing activities. Net cash provided by financing activities for the six months ended June 30, 2026 was \$2.9 million and consisted of proceeds from the exercise of stock options of \$2.0 million and proceeds from issuing shares under our Employee Stock Purchase Plan, or ESPP, of \$0.9 million. Net cash provided by financing activities for the six months ended June 30, 2025 was \$102.0 million and consisted of total net proceeds from the issuance of common stock under the 2021 Sales Agreement of \$94.0 million, proceeds from the exercise of stock options of \$7.3 million, and proceeds from issuing shares under our ESPP of \$0.7 million.

Contractual Obligations and Commitments

	Total	Less Than 1 Year	1 to 3 Years (in thousands)	3 to 5 Years	More than 5 Years
Operating lease commitments	\$ 7,889	\$ 3,880	2,805	1,204	—
Barings Credit Agreement	82,474	—	—	82,474	—
Total	<u>\$ 90,363</u>	<u>\$ 3,880</u>	<u>\$ 2,805</u>	<u>\$ 83,678</u>	<u>\$ —</u>

The table above includes our enforceable and legally binding obligations and future commitments at June 30, 2026, as well as obligations related to contracts that we are likely to continue, regardless of the fact that they may be cancelable at June 30, 2026. Some of the figures that we include in this table are based on management's estimates and assumptions about these obligations, including their duration, and other factors. Because these estimates and assumptions are necessarily subjective, the amounts we will actually pay in future periods may vary from those reflected in the table.

We enter into contracts in the normal course of business to assist in the performance of our research and development activities, including agreements with clinical research organizations regarding the SOL-1 trial, the SOL-R trial, the SOL-X trial, and the HELIOS-3 trial, and other services and products for operating purposes. These contracts generally provide for termination on notice and therefore are cancelable contracts which are not included in contractual obligations and commitments.

Operating lease commitments represent payments due under our leases of office, laboratory and manufacturing space in Bedford, Massachusetts, which expire in July 2027, July 2028, and March 2031, and leases of equipment that expire between 2026 and 2028.

In January 2026, we entered into a sublease for office space at 14 Crosby Drive in Bedford, Massachusetts, which now serves as our corporate headquarters. The sublease expires March 30, 2031. We are obligated to pay monthly fixed rent commencing March 1, 2026, following a two-month rent-free period, at rates subject to annual escalation over the lease term, in addition to our proportionate share of operating cost and real estate tax increases above a 2026 base year and all utilities for the subleased premises. Aggregate undiscounted fixed rent payments remaining under this sublease as of June 30, 2026 are approximately \$3.2 million.

The commitments under the Barings Credit Agreement represent repayment of principal only. Future payments of interest under the Barings Credit Agreement depend on the level of the Secured Overnight Financing Rate, or SOFR, and future payments of royalty fees depend on our future revenue from DEXTENZA, both of which cannot be estimated at this time.

We have in-licensed a significant portion of our intellectual property from Incept, LLC, or Incept, an intellectual property holding company, under an amended and restated license agreement, or the License Agreement, that we entered into with Incept in January 2012, which was most recently amended in September 2018. We are obligated to pay Incept a royalty equal to a low-single-digit percentage of net sales made by us or our affiliates of any products, devices, materials, or components thereof, or the Licensed Products, including or covered by Original IP (as defined in the License Agreement), excluding the Shape-Changing IP (as defined in the License Agreement), in the Ophthalmic Field of Use (as defined in the License Agreement). We are obligated to pay Incept a royalty equal to a mid-single-digit percentage of net sales made by us or our affiliates of any Licensed Products including or covered by Original IP, excluding the Shape-Changing IP, in the Additional Field of Use (as defined in the License Agreement). We are obligated to pay Incept a royalty equal to a low-single-digit percentage of net sales made by us or our affiliates of any Licensed Products including or covered by Incept IP (as defined in the License Agreement) or Joint IP (as defined in the License Agreement) in the field of drug delivery. Any sublicensee of ours also will be obligated to pay Incept a royalty on net sales of Licensed Products made by it and will be bound by the terms of the agreement to the same extent as we are. We are obligated to reimburse Incept for our share of the reasonable fees and costs incurred by Incept in connection with the prosecution of the patent applications licensed to us under the agreement. Our share of these fees and costs is equal to the total amount of such fees and costs divided by the total number of Incept's exclusive licensees of the patent application. We have not included in the table above any payments to Incept under this license agreement as the amount, timing and likelihood of such payments are not known.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the Securities and Exchange Commission, such relationships with unconsolidated entities or financial partnerships, which are often referred to as structured finance or special purpose entities, established for the purpose of facilitating financing transactions that are not required to be reflected on our balance sheets.

Critical Accounting Policies and Significant Judgments and Estimates

Our unaudited condensed consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America.

We define our critical accounting policies as those accounting policies that require us to make subjective estimates and judgments about matters that are uncertain and have had or are likely to have a material impact on our financial condition and results of operations, as well as the specific manner in which we apply those policies. Our critical accounting policies, which relate to revenue recognition and our derivative liabilities, are described under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Significant Judgments and Estimates” in our Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on February 5, 2026.

The preparation of our unaudited condensed consolidated financial statements and related disclosures requires us to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and the disclosure of contingent assets and liabilities in our consolidated financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to revenue recognition, accrued research and development expenses and stock-based compensation. We base our estimates on historical experience, known trends and events and various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Recently Issued Accounting Pronouncements

Information regarding new accounting pronouncements is included in Note 2 – *Summary of Significant Accounting Policies* to the current period’s unaudited condensed consolidated financial statements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to market risk related to changes in interest rates. As of June 30, 2026, we had cash and cash equivalents of \$598.6 million, which includes cash in operating bank accounts and investments in money market funds. We have policies requiring us to invest in high-quality issuers, limit our exposure to any individual issuer, and ensure adequate liquidity. Our primary exposure to market risk related to our cash and cash equivalents is interest-rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our investments are in short-term securities. Due to the short-term duration of our investment portfolio and the low risk profile of our investments, an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our portfolio.

We do not enter into financial instruments for trading or speculative purposes.

As of June 30, 2026, we had a secured term loan facility with a principal amount of \$82.5 million under a credit and security agreement with Barings Finance LLC and the lenders party thereto, or the Barings Credit Agreement. Expected cash outflows from this financial instrument fluctuate based on changes in the Secured Overnight Financing Rate, or SOFR, which is, among other factors, affected by the general level of U.S. and international central bank interest rates. As of June 30, 2026, an immediate 100 basis point increase or decrease in the SOFR would not have a material effect on the anticipated cash outflows from this instrument.

We account for the obligation to pay royalty fees embedded in the Barings Credit Agreement as a separate financial instrument, measured at fair value, using a Monte Carlo simulation, which we refer to as the Royalty Fee Derivative Liability. As of June 30, 2026, the Royalty Fee Derivative Liability was valued at \$10.9 million. As of June 30, 2026, a 10% increase or decrease of the interest rate used in the valuation model would not have a material effect on the fair value of the Royalty Fee Derivative Liability. Changes in the fair value of the Royalty Fee Derivative Liability have no impact on anticipated cash outflows related to this liability.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and our principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2026. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management, including our principal executive officer and our principal financial officer, 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. Based on the evaluation of our disclosure controls and procedures as of June 30, 2026, our principal executive officer and our principal financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the three months ended June 30, 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

EyePoint Litigation

On March 20, 2026, plaintiff EyePoint, Inc., which we refer to as EyePoint, filed a lawsuit against us in Middlesex County Superior Court of Massachusetts. The plaintiff alleges that we have made certain false and defamatory statements about EyePoint and its DURAVYU product candidate. The complaint asserts counts of (1) defamation; (2) commercial disparagement; (3) unfair or deceptive practices in violation of Massachusetts General Laws c. 93A, §§ 2, 11; and (4) tortious interference with advantageous business relations. The plaintiff is seeking, among other things, injunctive relief, damages, and attorneys’ fees.

On March 23, 2026, the plaintiff filed a Motion for Temporary Restraining Order and Preliminary Injunction, seeking, among other things, to enjoin us from disseminating allegedly false and misleading statements. On April 13, 2026, the court denied the plaintiff’s motion for temporary restraining order. A hearing on the plaintiff’s motion for preliminary injunction was held across May 5, 2026 and July 7, 2026. The court has not yet rendered its decision on the plaintiff’s motion for preliminary injunction.

We intend to vigorously defend this case. However, we cannot provide any assurance as to the outcome of this matter and cannot predict with any degree of certainty the extent of any potential liability.

Item 1A. Risk Factors.

We are subject to a number of risks that could materially and adversely affect our business, financial condition, and results of operations and future growth prospects, including those identified under the heading “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the Securities and Exchange Commission, or SEC, on February 5, 2026, which we refer to as our Annual Report on Form 10-K. Any of the risks and uncertainties described in our Annual Report on Form 10-K could materially and adversely affect our business, financial condition, results of operations and future growth prospects, and such risks and uncertainties are not the only ones we face. Additional risks and uncertainties not presently known to us or that we presently deem less significant may also impair our business operations.

Item 5. Other Information.

Director and Officer Trading Arrangements

A portion of the compensation of our directors and officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended, or the Exchange Act) is in the form of equity awards, including stock options and restricted stock units, or RSUs, and, from time to time, directors and officers engage in open-market transactions with respect to the securities acquired pursuant to such equity awards or other of our securities, including to satisfy tax withholding obligations when equity awards vest or are exercised, and for diversification or other personal reasons.

Transactions in our securities by directors and officers are required to be made in accordance with our insider trading policy, which requires that the transactions be in accordance with applicable U.S. federal securities laws that prohibit trading while in possession of material nonpublic information. Rule 10b5-1 under the Exchange Act provides an affirmative defense that enables directors and officers to prearrange transactions in our securities in a manner that avoids concerns about initiating transactions while in possession of material nonpublic information.

During the three months ended June 30, 2026, none of our directors and officers adopted or terminated a trading arrangement for the sale or purchase of our securities that is either (1) a contract, instruction or written plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c), or a “Rule 10b5-1 trading arrangement”, or (2) a “non-Rule 10b5-1 trading arrangement” (as defined in Item 408(c) of Regulation S-K).

Item 6. Exhibits.

The exhibits filed as part of this Quarterly Report on Form 10-Q are set forth on the following Exhibit Index.

EXHIBIT INDEX

Exhibit Number	Description of Exhibit	Incorporated by Reference					Filed Herewith
		Form	File Number	Date of Filing	Exhibit Number		
10.1	2021 Stock Incentive Plan, as amended						X
10.2	Employment Agreement by and between the Registrant and Jason S. Robins, dated as of April 15, 2026	10-Q	001-36554	5/5/2026		10.4	
10.3	Lease Agreement dated June 17, 2016 between the WS NV 15 Crosby Drive, LLC and the Registrant						X
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002						X
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002						X
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002						X
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002						X
101.INS	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document)						X
101.SCH	Inline XBRL Taxonomy Extension Schema Document						X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document						X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Database						X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document						X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document						X

104	The cover page from this Quarterly Report on Form 10-Q, formatted in Inline XBRL and contained in Exhibit 101	X
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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.

OCULAR THERAPEUTIX, INC.

Date: August 3, 2026

By: /s/ Jason S. Robins

Jason S. Robins
Chief Financial Officer
(Principal Financial and Accounting Officer)

Ocular Therapeutix, Inc.
2021 STOCK INCENTIVE PLAN, AS AMENDED

1. Purpose

The purpose of this 2021 Stock Incentive Plan (the “**Plan**”) of Ocular Therapeutix, Inc., a Delaware corporation (the “**Company**”), is to advance the interests of the Company’s stockholders by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to better align the interests of such persons with those of the Company’s stockholders. Except where the context otherwise requires, the term “**Company**” shall include any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations thereunder (the “**Code**”) and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “**Board**”).

2. Eligibility

All of the Company’s employees, officers and directors, as well as consultants and advisors to the Company (as the terms consultants and advisors are defined and interpreted for purposes of Form S-8 under the Securities Act of 1933, as amended (the “**Securities Act**”), or any successor form) are eligible to be granted Awards (as defined below) under the Plan. Each person who is granted an Award under the Plan is deemed a “**Participant**.” The Plan provides for the following types of awards, each of which is referred to as an “**Award**”: Options (as defined in Section 5), SARs (as defined in Section 6), Restricted Stock (as defined in Section 7), RSUs (as defined in Section 7) and Other Stock-Based Awards (as defined in Section 8). Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

3. Administration and Delegation

(a) Administration by Board of Directors. The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Award agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award. All actions and decisions by the Board with respect to the Plan and any Awards shall be made in the Board’s discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “**Committee**”). All references in the Plan to the “**Board**” shall mean the Board or a Committee of the Board or the officers referred to in Section 3(c) to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee or officers.

(c) Delegation to Officers. Subject to any requirements of applicable law (including as applicable Sections 152 and 157(c) of the General Corporation Law of the State of Delaware), the Board may delegate to one or more officers of the Company the power to grant Awards (subject to any limitations under the Plan) to employees or officers of the Company and to exercise such other powers under the Plan as the Board may determine, provided that the Board shall fix the terms of Awards to be granted by such officers, the maximum number of shares subject to Awards that such officers may grant, and the time period in which such Awards may be granted; and provided further, that no officer shall be authorized to grant Awards to any “executive officer” of the Company (as defined by Rule 3b-7 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)) or to any “officer” of the Company (as defined by Rule 16a-1(f) under the Exchange Act).

(d) Awards to Non-Employee Directors. Awards to non-employee directors will be granted and administered by a Committee, all of the members of which are independent directors as defined by Section 5605(a)(2) of the Nasdaq Marketplace Rules.

4. Stock Available for Awards

(a) Number of Shares; Share Counting.

(1) Authorized Number of Shares. Subject to adjustment under Section 9, Awards may be made under the Plan (any or all of which Awards may be in the form of Incentive Stock Options, as defined in Section 5(b)) for up to such number of shares of common stock, \$0.0001 par value per share, of the Company (the “**Common Stock**”) as is equal to the sum of:

(A) 39,250,000 shares of Common Stock; plus

(B) such additional number of shares of Common Stock (up to 10,398,126 shares) as is equal to the sum of (x) the number of shares of Common Stock reserved for issuance under the Company's 2014 Stock Incentive Plan (the "**Existing Plan**") that remain available for grant under the Existing Plan immediately prior to the Effective Date (as defined below) and (y) the number of shares of Common Stock subject to awards granted under the Company's 2006 Stock Incentive Plan, as amended and the Existing Plan which awards expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by the Company at their original issuance price pursuant to a contractual repurchase right (subject, however, in the case of Incentive Stock Options to any limitations under the Code).

Shares of Common Stock issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

(2) Share Counting. For purposes of counting the number of shares available for the grant of Awards under the Plan under this Section 4(a):

(A) all shares of Common Stock covered by SARs shall be counted against the number of shares available for the grant of Awards under the Plan; provided, however, that (i) SARs that may be settled only in cash shall not be so counted and (ii) if the Company grants an SAR in tandem with an Option for the same number of shares of Common Stock and provides that only one such Award may be exercised (a "**Tandem SAR**"), only the shares covered by the Option, and not the shares covered by the Tandem SAR, shall be so counted, and the expiration of one in connection with the other's exercise will not restore shares to the Plan;

(B) to the extent that an RSU may be settled only in cash, no shares shall be counted against the shares available for the grant of Awards under the Plan;

(C) if any Award (i) expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right) or (ii) results in any Common Stock not being issued (including as a result of an SAR that was settleable either in cash or in stock actually being settled in cash), the unused Common Stock covered by such Award shall again be available for the grant of Awards; *provided, however*, that (1) in the case of Incentive Stock Options, the foregoing shall be subject to any limitations under the Code, (2) in the case of the exercise of an SAR, the number of shares counted against the shares available under the Plan shall be the full number of shares subject to the SAR multiplied by the percentage of the SAR actually exercised, regardless of the number of shares actually used to settle such SAR upon exercise and (3) the shares covered by a Tandem SAR shall not again become available for grant upon the expiration or termination of such Tandem SAR;

(D) shares of Common Stock delivered (either by actual delivery, attestation, or net exercise) to the Company by a Participant to (i) purchase shares of Common Stock upon the exercise of an Award or (ii) satisfy tax withholding obligations with respect to Awards (including shares retained from the Award creating the tax obligation) shall not be added back to the number of shares available for the future grant of Awards; and

(E) shares of Common Stock repurchased by the Company on the open market using the proceeds from the exercise of an Award shall not increase the number of shares available for future grant of Awards.

(b) Limit on Awards to Non-Employee Directors. The maximum aggregate amount of cash and value (calculated based on grant date fair value for financial reporting purposes) of Awards granted in any calendar year to any individual non-employee director in his or her capacity as a non-employee director shall not exceed \$750,000; provided, however, that such maximum aggregate amount shall not exceed \$1,000,000 in any calendar year for any individual non-employee director in such non-employee director's initial year of election or appointment; and provided, further, however, that fees paid by the Company on behalf of any non-employee director in connection with regulatory compliance and any amounts paid to a non-employee director as reimbursement of an expense shall not count against the foregoing limit. The Board may make additional exceptions to this limit for individual non-employee directors in extraordinary circumstances, as the Board may determine in its discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation. For the avoidance of doubt, this limitation shall not apply to cash or Awards granted to the non-employee director in his or her capacity as an advisor or consultant to the Company.

(c) Substitute Awards. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4(a)(1), except as may be required by reason of Section 422 and related provisions of the Code.

5. Stock Options

(a) General. The Board may grant options to purchase Common Stock (each, an “**Option**”) and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as the Board considers necessary or advisable.

(b) Incentive Stock Options. An Option that the Board intends to be an “incentive stock option” as defined in Section 422 of the Code (an “**Incentive Stock Option**”) shall only be granted to employees of Ocular Therapeutix, Inc., any of Ocular Therapeutix, Inc.’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code, and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. An Option that is not intended to be an Incentive Stock Option shall be designated a “**Nonstatutory Stock Option**.” The Company shall have no liability to a Participant, or any other person, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or if the Company converts an Incentive Stock Option to a Nonstatutory Stock Option.

(c) Exercise Price. The Board shall establish the exercise price of each Option or the formula by which such exercise price will be determined. The exercise price shall be specified in the applicable Option agreement. The exercise price shall be not less than 100% of the Grant Date Fair Market Value (as defined below) of the Common Stock on the date the Option is granted; *provided* that if the Board approves the grant of an Option with an exercise price to be determined on a future date, the exercise price shall be not less than 100% of the Grant Date Fair Market Value on such future date. “**Grant Date Fair Market Value**” of a share of Common Stock for purposes of the Plan will be determined as follows:

(1) if the Common Stock trades on a national securities exchange, the closing sale price (for the primary trading session) on the date of grant; or

(2) if the Common Stock does not trade on any such exchange, the average of the closing bid and asked prices on the date of grant as reported by an over-the-counter marketplace designated by the Board; or

(3) if the Common Stock is not publicly traded, the Board will determine the Grant Date Fair Market Value for purposes of the Plan using any measure of value it determines to be appropriate (including, as it considers appropriate, relying on appraisals) in a manner consistent with the valuation principles under Section 409A of the Code or any successor provision thereto, and the regulations thereunder (“**Section 409A**”), except as the Board may expressly determine otherwise.

For any date that is not a trading day, the Grant Date Fair Market Value of a share of Common Stock for such date will be determined by using the closing sale price or average of the bid and asked prices, as appropriate, for the immediately preceding trading day and with the timing in the formulas above adjusted accordingly. The Board may substitute a particular time of day or other measure of “closing sale price” or “bid and asked prices” if appropriate because of exchange or market procedures or may, in its sole discretion, use weighted averages either on a daily basis or such longer period as complies with Section 409A.

The Board has sole discretion to determine the Grant Date Fair Market Value for purposes of the Plan, and all Awards are conditioned on the participants’ agreement that the Board’s determination is conclusive and binding even though others might make a different determination.

(d) Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable Option agreement; *provided, however*, that no Option will be granted with a term in excess of 10 years.

(e) Exercise of Options. Options may be exercised by delivery to the Company of a notice of exercise in a form (which may be electronic) approved by the Company, together with payment in full (in the manner specified in Section 5(f)) of the exercise price for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company as soon as practicable following exercise.

(f) Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) except as may otherwise be provided in the applicable Option agreement or approved by the Board, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) to the extent provided for in the applicable Option agreement or approved by the Board, by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Board), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent provided for in the applicable Nonstatutory Stock Option agreement or approved by the Board, by delivery of a notice of “net exercise” to the Company, as a result of which the Participant would receive (i) the number of shares underlying the portion of the Option being exercised, less (ii) such number of shares as is equal to (A) the aggregate exercise price for the portion of the Option being exercised divided by (B) the fair market value of the Common Stock (valued in the manner determined by (or in a manner approved by) the Board) on the date of exercise;

(5) to the extent permitted by applicable law and provided for in the applicable Option agreement or approved by the Board, by payment of such other lawful consideration as the Board may determine; provided, however, that in no event may a promissory note of the Participant be used to pay the Option exercise price; or

(6) by any combination of the above permitted forms of payment.

(g) Limitation on Repricing. Unless such action is approved by the Company’s stockholders, the Company may not (except as provided for under Section 9): (1) amend any outstanding Option granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option, (2) cancel any outstanding option (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan (other than Awards granted pursuant to Section 4(c)) covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled option, (3) cancel in exchange for a cash payment any outstanding Option with an exercise price per share above the then-current fair market value of the Common Stock (valued in the manner determined by (or in a manner approved by) the Board), or (4) take any other action under the Plan that constitutes a “repricing” within the meaning of the rules of the Nasdaq Stock Market (“*Nasdaq*”).

(h) No Reload Options. No Option granted under the Plan shall contain any provision entitling the Participant to the automatic grant of additional Options in connection with any exercise of the original Option.

(i) No Dividend Equivalents. No Option shall provide for the payment or accrual of dividend equivalents.

6. Stock Appreciation Rights

(a) General. The Board may grant Awards consisting of stock appreciation rights (“**SARs**”) entitling the holder, upon exercise, to receive an amount of Common Stock or cash or a combination thereof (such form to be determined by the Board) determined by reference to appreciation, from and after the date of grant, in the fair market value of a share of Common Stock (valued in the manner determined by (or in a manner approved by) the Board) over the measurement price established pursuant to Section 6(b). The date as of which such appreciation is determined shall be the exercise date.

(b) Measurement Price. The Board shall establish the measurement price of each SAR and specify it in the applicable SAR agreement. The measurement price shall not be less than 100% of the Grant Date Fair Market Value of the Common Stock on the date the SAR is granted; *provided* that if the Board approves the grant of an SAR effective as of a future date, the measurement price shall be not less than 100% of the Grant Date Fair Market Value on such future date.

(c) Duration of SARs. Each SAR shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable SAR agreement; *provided, however*, that no SAR will be granted with a term in excess of 10 years.

(d) Exercise of SARs. SARs may be exercised by delivery to the Company of a notice of exercise in a form (which may be electronic) approved by the Company, together with any other documents required by the Board.

(e) Limitation on Repricing. Unless such action is approved by the Company's stockholders, the Company may not (except as provided for under Section 9): (1) amend any outstanding SAR granted under the Plan to provide a measurement price per share that is lower than the then-current measurement price per share of such outstanding SAR, (2) cancel any outstanding SAR (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan (other than Awards granted pursuant to Section 4(c)) covering the same or a different number of shares of Common Stock and having a measurement price per share lower than the then-current measurement price per share of the cancelled SAR, (3) cancel in exchange for a cash payment any outstanding SAR with a measurement price per share above the then-current fair market value of the Common Stock (valued in the manner determined by (or in a manner approved by) the Board), or (4) take any other action under the Plan that constitutes a "repricing" within the meaning of the rules of the Nasdaq.

(f) No Reload SARs. No SAR granted under the Plan shall contain any provision entitling the Participant to the automatic grant of additional SARs in connection with any exercise of the original SAR.

(g) No Dividend Equivalents. No SAR shall provide for the payment or accrual of dividend equivalents.

7. Restricted Stock; RSUs

(a) General. The Board may grant Awards entitling recipients to acquire shares of Common Stock ("**Restricted Stock**"), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. The Board may also grant Awards entitling the recipient to receive shares of Common Stock or cash to be delivered at the time such Award vests ("**RSUs**").

(b) Terms and Conditions for Restricted Stock and RSUs. The Board shall determine the terms and conditions of Restricted Stock and RSUs, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

(c) Additional Provisions Relating to Restricted Stock.

(1) Dividends. Any dividends (whether paid in cash, stock or property) declared and paid by the Company with respect to shares of Restricted Stock ("**Unvested Dividends**") shall be paid to the Participant only if and when such shares become free from the restrictions on transferability and forfeitability that apply to such shares. Each payment of Unvested Dividends will be made no later than the end of the calendar year in which the dividends are paid to stockholders of that class of stock or, if later, the 15th day of the third month following the lapsing of the restrictions on transferability and the forfeitability provisions applicable to the underlying shares of Restricted Stock. No interest will be paid on Unvested Dividends.

(2) Stock Certificates. The Company may require that any stock certificates issued in respect of shares of Restricted Stock, as well as dividends or distributions paid on such Restricted Stock, shall be deposited in escrow by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to his or her Designated Beneficiary. "**Designated Beneficiary**" means (i) the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death or (ii) in the absence of an effective designation by a Participant, the Participant's estate.

(d) Additional Provisions Relating to RSUs.

(1) Settlement. Upon the vesting of and/or lapsing of any other restrictions (i.e., settlement) with respect to each RSU, the Participant shall be entitled to receive from the Company the number of shares of Common Stock specified in the Award agreement or (if so provided in the applicable Award agreement or otherwise determined by the Board) an amount of cash equal to the fair market value (valued in the manner determined by (or in a manner approved by) the Board) of such number of shares or a combination thereof. The Board may provide that settlement of RSUs shall be deferred, on a mandatory basis or at the election of the Participant, in a manner that complies with Section 409A.

(2) Voting Rights. A Participant shall have no voting rights with respect to any RSUs.

(3) Dividend Equivalents. The Award agreement for RSUs may provide Participants with the right to receive an amount equal to any dividends or other distributions declared and paid on an equal number of outstanding shares of Common Stock ("**Dividend Equivalents**"). Dividend Equivalents will be credited to an account for the Participant, may be settled in cash and/or shares of Common Stock as set forth in the Award agreement and shall be subject to the same restrictions on transfer and forfeitability as the RSUs with respect to which paid. No interest will be paid on Dividend Equivalents.

8. Other Stock-Based Awards

(a) General. The Board may grant other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property (“**Other Stock-Based Awards**”). Such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock-Based Awards may be paid in shares of Common Stock or cash, as the Board shall determine.

(b) Terms and Conditions. Subject to the provisions of the Plan, the Board shall determine the terms and conditions of each Other Stock-Based Award, including any purchase price applicable thereto.

(c) Dividend Equivalents. The Award agreement for an Other Stock-Based Award may provide Participants with the right to receive Dividend Equivalents. Dividend Equivalents will be credited to an account for the Participant, may be settled in cash and/or shares of Common Stock as set forth in the Award agreement and shall be subject to the same restrictions on transfer and forfeitability as the Other Stock-Based Award with respect to which paid. No interest will be paid on Dividend Equivalents.

9. Adjustments for Changes in Common Stock and Certain Other Events

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under the Plan, (ii) the share counting rules set forth in Section 4(a), (iii) the number and class of securities and exercise price per share of each outstanding Option, (iv) the share and per-share provisions and the measurement price of each outstanding SAR, (v) the number of shares subject to and the repurchase price per share subject to each outstanding award of Restricted Stock and (vi) the share and per-share-related provisions and the purchase price, if any, of each outstanding RSU and each Other Stock-Based Award, shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) Reorganization Events.

(1) Definition. A “**Reorganization Event**” shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is canceled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

(2) Consequences of a Reorganization Event on Awards Other than Restricted Stock.

(A) In connection with a Reorganization Event, the Board may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards other than Restricted Stock on such terms as the Board determines (except to the extent specifically provided otherwise in an applicable Award agreement or another agreement between the Company and the Participant): (i) provide that such Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that all of the Participant's unvested Awards will be forfeited immediately prior to the consummation of such Reorganization Event and/ or that all of the Participant's unexercised Awards will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant (to the extent then exercisable) within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become exercisable, realizable or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "**Acquisition Price**"), make or provide for a cash payment to Participants with respect to each Award held by a Participant equal to (A) the number of shares of Common Stock subject to the vested portion of the Award (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such Reorganization Event) multiplied by (B) the excess, if any, of (I) the Acquisition Price over (II) the exercise, measurement or purchase price of such Award and any applicable tax withholdings, in exchange for the termination of such Award, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise, measurement or purchase price thereof and any applicable tax withholdings) and (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 9(b)(2)(A), the Board shall not be obligated by the Plan to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically.

(B) Notwithstanding the terms of Section 9(b)(2)(A)(i), in the case of outstanding RSUs that are subject to Section 409A: (i) if the applicable RSU agreement provides that the RSUs shall be settled upon a "change in control event" within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(i), and the Reorganization Event constitutes such a "change in control event", then no assumption or substitution shall be permitted pursuant to Section 9(b)(2)(A)(i) and the RSUs shall instead be settled in accordance with the terms of the applicable RSU agreement; and (ii) the Board may only undertake the actions set forth in clauses (iii), (iv) or (v) of Section 9(b)(2)(A) if the Reorganization Event constitutes a "change in control event" as defined under Treasury Regulation Section 1.409A-3(i)(5)(i) and such action is permitted or required by Section 409A; if the Reorganization Event is not a "change in control event" as so defined or such action is not permitted or required by Section 409A, and the acquiring or succeeding corporation does not assume or substitute the RSUs pursuant to clause (i) of Section 9(b)(2)(A), then the unvested RSUs shall terminate immediately prior to the consummation of the Reorganization Event without any payment in exchange therefor.

(C) For purposes of Section 9(b)(2)(A)(i), an Award (other than Restricted Stock) shall be considered assumed if, following consummation of the Reorganization Event, such Award confers the right to purchase or receive pursuant to the terms of such Award, for each share of Common Stock subject to the Award immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); *provided, however*, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise or settlement of the Award to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determined to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(3) Consequences of a Reorganization Event on Restricted Stock. Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company with respect to outstanding Restricted Stock shall inure to the benefit of the Company's successor and shall, unless the Board determines otherwise, apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to such Restricted Stock; *provided, however*, that the Board may either provide for termination or deemed satisfaction of such repurchase or other rights under the instrument evidencing any Restricted Stock or any other agreement between a Participant and the Company, either initially or by amendment, or provide for forfeiture of such Restricted Stock if issued at no cost. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock then outstanding shall automatically be deemed terminated or satisfied.

10. General Provisions Applicable to Awards

(a) Transferability of Awards. Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by a Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an Incentive Stock Option, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant; *provided, however*, that, except with respect to Awards subject to Section 409A, the Board may permit or provide in an Award for the gratuitous transfer of the Award by the Participant to or for the benefit of any immediate family member, family trust or other entity established for the benefit of the Participant and/or an immediate family member thereof if the Company would be eligible to use a Form S-8 under the Securities Act for the registration of the sale of the Common Stock subject to such Award to such proposed transferee; *provided further*, that the Company shall not be required to recognize any such permitted transfer until such time as such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument in form and substance satisfactory to the Company confirming that such transferee shall be bound by all of the terms and conditions of the Award. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees. For the avoidance of doubt, nothing contained in this Section 10(a) shall be deemed to restrict a transfer to the Company.

(b) Documentation. Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) Termination of Status. The Board shall determine the effect on an Award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights, or receive any benefits, under an Award.

(d) Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under an Award. The Company may elect to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise, vesting or release from forfeiture of an Award or at the same time as payment of the exercise or purchase price, unless the Company determines otherwise. If provided for in an Award or approved by the Board, a Participant may satisfy the tax obligations in whole or in part by delivery (either by actual delivery or attestation) of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their fair market value (valued in the manner determined by (or in a manner approved by) the Company); *provided, however*, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income), except that, to the extent that the Company is able to retain shares of Common Stock having a fair market value (determined by, or in a manner approved by, the Company) that exceeds the statutory minimum applicable withholding tax without financial accounting implications or the Company is withholding in a jurisdiction that does not have a statutory minimum withholding tax, the Company may retain such number of shares of Common Stock (up to the number of shares having a fair market value equal to the maximum individual statutory rate of tax (determined by, or in a manner approved by, the Company)) as the Company shall determine in its sole discretion to satisfy the tax liability associated with any Award. Shares used to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(e) Amendment of Award. Except as otherwise provided in Sections 5(g) and 6(e) with respect to repricings and Section 11(d) with respect to actions requiring stockholder approval, the Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, changing the date of exercise or realization, and converting an Incentive Stock Option to a Nonstatutory Stock Option. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 9.

(f) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions on shares previously issued or delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and regulations and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(g) Acceleration. The Board may at any time provide that any Award shall become immediately exercisable in whole or in part, free from some or all restrictions or conditions or otherwise realizable in whole or in part, as the case may be.

11. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award by virtue of the adoption of the Plan, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) No Rights As Stockholder; Clawback. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be issued with respect to an Award until becoming the record holder of such shares. In accepting an Award under the Plan, the Participant agrees to be bound by any clawback policy that the Company has in effect or may adopt in the future.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date the Plan is approved by the Company's stockholders (the "**Effective Date**"). No Awards shall be granted under the Plan after the expiration of 10 years from the Effective Date, but Awards previously granted may extend beyond that date.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time provided that (i) no amendment that would require stockholder approval under the rules of the national securities exchange on which the Company then maintains its primary listing may be made effective unless and until the Company's stockholders approve such amendment; and (ii) if the national securities exchange on which the Company then maintains its primary listing does not have rules regarding when stockholder approval of amendments to equity compensation plans is required (or if the Company's Common Stock is not then listed on any national securities exchange), then no amendment to the Plan (A) materially increasing the number of shares authorized under the Plan (other than pursuant to Section 4(c) or 9), (B) expanding the types of Awards that may be granted under the Plan, or (C) materially expanding the class of participants eligible to participate in the Plan shall be effective unless and until the Company's stockholders approve such amendment. In addition, if at any time the approval of the Company's stockholders is required as to any other modification or amendment under Section 422 of the Code or any successor provision with respect to Incentive Stock Options, the Board may not effect such modification or amendment without such approval. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 11(d) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment, taking into account any related action, does not materially and adversely affect the rights of Participants under the Plan. No Award shall be made that is conditioned upon stockholder approval of any amendment to the Plan unless the Award provides that (i) it will terminate or be forfeited if stockholder approval of such amendment is not obtained within no more than 12 months from the date of grant and (2) it may not be exercised or settled (or otherwise result in the issuance of Common Stock) prior to such stockholder approval.

(e) Authorization of Sub-Plans (including for Grants to non-U.S. Employees). The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable securities, tax or other laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to the Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(f) Compliance with Section 409A. If and to the extent (i) any portion of any payment, compensation or other benefit provided to a Participant pursuant to the Plan in connection with his or her employment termination constitutes "nonqualified deferred compensation" within the meaning of Section 409A and (ii) the Participant is a specified employee as defined in Section 409A(a)(2)(B) (i), in each case as determined by the Company in accordance with its procedures, by which determinations the Participant (through accepting the Award) agrees that he or she is bound, such portion of the payment, compensation or other benefit shall not be paid before the day that is six months plus one day after the date of "separation from service" (as determined under Section 409A) (the "**New Payment Date**"), except as Section 409A may then permit. The aggregate of any payments that otherwise would have been paid to the Participant during the period between the date of separation from service and the New Payment Date shall be paid to the Participant in a lump sum on such New Payment Date, and any remaining payments will be paid on their original schedule.

The Company makes no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments, compensation or other benefits under the Plan are determined to constitute nonqualified deferred compensation subject to Section 409A but do not to satisfy the conditions of that section.

(g) Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, employee or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as a director, officer, employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, employee or agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Board's approval) arising out of any act or omission to act concerning the Plan unless arising out of such person's own fraud or bad faith.

(h) Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than the State of Delaware.

LEASE

WS NV 15 CROSBY DRIVE, LLC,

Landlord,

and

OCULAR THERAPEUTIX, INC.,

Tenant

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EXHIBIT A – PLAN DEPICTING THE PREMISES AND THE BUILDING

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EXHIBIT F – LIST OF TENANT'S HAZARDOUS MATERIALS

EXHIBIT G – SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

EXHIBIT H – TENANT ESTOPPEL CERTIFICATE

TRIPLE NET OFFICE LEASE

REFERENCE PAGES

BUILDING:	15 Crosby Drive, Bedford, Massachusetts
LANDLORD:	WS NV 15 Crosby Drive, LLC, a Delaware limited liability company
LANDLORD'S ADDRESS:	WS NV 15 Crosby Drive, LLC c/o Novaya Real Estate Ventures, LLC 120 Water Street, Third Floor Boston, MA 02109 Attn: Erika E. Clarke, Vice President of Asset Management
WIRE INSTRUCTIONS AND/OR ADDRESS FOR RENT PAYMENT:	CB Richard Ellis N.E. Partners, LP 33 Arch Street 28th Floor Boston, MA 02110
LEASE REFERENCE DATE:	As of May 31, 2016
TENANT:	Ocular Therapeutix, Inc., a Delaware corporation
TENANT'S NOTICE ADDRESS:	
(a) Prior to Commencement Date:	34 Crosby Drive, Bedford, MA 01730
(b) As of Commencement Date:	15 Crosby Drive, Bedford, MA 01730
PREMISES ADDRESS:	15 Crosby Drive, Bedford, MA 01730
PREMISES RENTABLE AREA:	Approximately 70,712 sq. ft. consisting of the entire Building shown on <u>Exhibit A</u> (the "Premises")
CONSTRUCTION PERIOD ACCESS DATE:	October 1, 2016
COMMENCEMENT DATE:	February 1, 2017
RENT COMMENCEMENT DATE:	August 1, 2017
TERM OF LEASE:	Ten (10) years and six (6) months, beginning on the Commencement Date and ending on the Termination Date.
TERMINATION DATE:	July 31, 2027, subject to the extension options set forth in <u>Exhibit E</u> .
ANNUAL RENT AND MONTHLY INSTALLMENT OF RENT (Article 3):	

<u>Period</u>		<u>Annual Rent Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Installment of Rent</u>
<u>From</u>	<u>Through</u>			
October 1, 2016	January 31, 2017	\$ 0.00	\$0.00	\$0.00
February 1, 2017	July 31, 2017	\$ 0.00	\$0.00	\$0.00
August 1, 2017	January 31, 2018	\$16.50	\$1,166,748.00	\$97,229.00
February 1, 2018	January 31, 2019	\$17.00	\$1,202,104.00	\$100,175.33
February 1, 2019	January 31, 2020	\$17.50	\$1,237,460.00	\$103,121.67
February 1, 2020	January 31, 2021	\$18.00	\$1,272,816.00	\$106,068.00
February 1, 2021	January 31, 2022	\$18.50	\$1,308,172.00	\$109,014.33
February 1, 2022	January 31, 2023	\$19.00	\$1,343,528.00	\$111,960.67
February 1, 2023	January 31, 2024	\$19.50	\$1,378,884.00	\$114,907.00
February 1, 2024	January 31, 2025	\$20.00	\$1,414,240.00	\$117,853.33
February 1, 2025	January 31, 2026	\$20.50	\$1,449,596.00	\$120,799.67
February 1, 2026	January 31, 2027	\$21.00	\$1,484,952.00	\$123,746.00
February 1, 2027	July 31, 2027	\$21.50	\$1,520,308.00	\$126,692.33

TENANT'S PROPORTIONATE SHARE:	100%
SECURITY DEPOSIT:	\$1,500,000.00 (See Article 5)
ASSIGNMENT/SUBLETTING FEE:	\$2,500.00
REAL ESTATE BROKER DUE COMMISSION:	Cushman & Wakefield

The Reference Pages information is incorporated into and made a part of the Lease. In the event of any conflict between any Reference Pages information and the Lease, the Lease shall control. This Lease includes **Exhibits A** through **H**, all of which are made a part of this Lease.

LANDLORD:

**WS NV 15 CROSBY DRIVE, LLC, a Delaware
limited liability company**

By: /s/ Scott R. Tully

Name: Scott R. Tully

Title: Manager

Dated: 6/17/2016

TENANT:

**OCULAR THERAPEUTIX, INC., a Delaware
corporation**

By: /s/ Bradford Smith

Name: Bradford Smith

Title: CFO

Dated: 6/15/2016

LEASE

By this Lease Landlord leases to Tenant and Tenant leases from Landlord the Premises in the Building as set forth and described on the Reference Pages. The Premises is depicted on the plan attached hereto as **Exhibit A**, and the Building is also depicted on **Exhibit A**. The Reference Pages, including all terms defined thereon, are incorporated as part of this Lease.

1. USE AND RESTRICTIONS ON USE.

1.1 The Premises are to be used solely for general office purposes and drug product and medical device research and development and manufacturing as permitted by governmental laws, ordinances and regulations applicable to the Premises and for no other purpose. Tenant shall not allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall not do, permit or suffer in, on, or about the Premises the sale of any alcoholic liquor without the written consent of Landlord first obtained. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations in the Building or appurtenant land, caused or permitted by, or resulting from the use by, Tenant, or in or upon, or in connection with, the Premises, all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Premises or bring or keep anything into the Premises which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Building or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Building or any part thereof. Subject to force majeure, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week.

1.2 Tenant shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensees or invitees (collectively, the "Tenant Entities") to at any time handle, use, manufacture, store or dispose of in or about the Premises or the Building any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, substances, or wastes (collectively, "Hazardous Materials"), except in full compliance with all laws and ordinances presently in effect or hereafter adopted, all amendments to any of them, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively, "Environmental Laws"), nor shall Tenant suffer or permit the Premises or the Building and appurtenant land or allow the environment to become contaminated with any Hazardous Materials. It is acknowledged that Tenant uses certain Hazardous Materials including chemicals and flammable and/or combustible substances in its business operations as set forth on Exhibit F. Notwithstanding the foregoing, Tenant may handle, store, use or dispose of products containing small quantities of Hazardous Materials (such as aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like) to the extent customary and necessary for the use of the Premises for general office purposes; provided that Tenant shall always handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises, Building and appurtenant land or the environment. Tenant shall protect, defend, indemnify and hold each and all of the Landlord Entities (as defined in Article 31) harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual failure of Tenant or any Tenant Entity to fully comply with all applicable Environmental Laws, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this Section 1.2. Notwithstanding the foregoing, Landlord at its sole cost and expense shall remove any actionable levels of Hazardous Materials which are discovered during Tenant's initial build-out of the Premises, but excluding the removal of any Hazardous Materials present in or on the "Items To Remain" (as such term is defined in Exhibit B). Notwithstanding anything herein to the contrary, Tenant shall not be responsible for the costs or expenses incurred in connection with the removal or remediation of any Hazardous Material that is not in compliance with applicable law on the Commencement Date and which is located in, on or under the Premises prior to the Construction Access Period Date and was not brought on to the Premises by Tenant.

1.3 Tenant and the Tenant Entities will be entitled to the use of the parking facilities serving the Building, subject to Landlord's reasonable rules and regulations regarding such use.

2. TERM.

2.1 The Term of this Lease shall begin on the Commencement Date shown on the Reference Pages and shall terminate on the Termination Date, unless sooner terminated by the provisions of this Lease. Subject to the provisions of the next sentence, Tenant hereby accepts the Premises in the AS IS, WHERE IS condition existing as of the date of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the Term of the Lease, or any part of the Term of the Lease, regulating the Premises, and without representation, warranty or covenant by Landlord, express or implied, as to the condition, habitability or safety of the Premises, the suitability or fitness thereof for their intended purposes, or any other matter. Landlord shall tender possession of the Premises with all the work, if any, to be performed by Landlord pursuant to **Exhibit B** to this Lease substantially completed. Tenant shall deliver a punch list of items not completed within thirty (30) days after Landlord tenders possession of the Premises and Landlord agrees to proceed with due diligence to perform its obligations regarding such items.

2.2 Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises for any reason (other than for reasons caused by Tenant or if due to fire or other casualty) within thirty (30) days of the Construction Period Access Date, Tenant shall be entitled to a Rent credit equal to one (1) day Rent for each day of delay thereafter during the first thirty (30) days and two (2) days Rent for each day of delay thereafter. In addition, the Commencement Date and the Rent Commencement Date shall be delayed by the number of days after the Construction Period Access Date to the date of delivery of the Premises to Tenant, and the Termination Date and Annual Rent Schedule shall be adjusted accordingly. No such failure to give possession on the Construction Period Access Date shall affect the obligations of Tenant under this Lease, except as provided herein. If current tenant of the Premises shall fail to timely vacate the Premises, Landlord will diligently proceed to cause it to vacate, including by institution of summary process proceedings.

On the Construction Period Access Date and continuing until the Commencement Date, Tenant shall have the right to enter the Premises for purposes of performing the "Work" (as such term is described in **Exhibit B**); provided that such entry and performance of the Work shall be subject to all the provisions of this Lease (other than the payment of Annual Rent, Expenses and Taxes), including, without limitation, Tenant's compliance with the insurance requirements of Article 11. Such early entry shall not advance the Termination Date. Tenant shall have no obligation to pay for the costs of any electricity, gas, HVAC and other utilities consumed in the Premises prior to the Commencement Date.

3. RENT.

3.1 Beginning on the Rent Commencement Date, Tenant agrees to pay to Landlord the Annual Rent in effect from time to time by paying the Monthly Installment of Annual Rent then in effect in advance on or before the first (1st) day of each full calendar month during the Term, except that the first (1st) full month's rent shall be paid upon the execution of this Lease. The Monthly Installment of Annual Rent in effect at any time shall be one-twelfth (1/12) of the Annual Rent in effect at such time. Rent for any period during the Term which is less than a full month shall be a prorated portion of the Monthly Installment of Annual Rent based upon the number of days in such month. Said rent shall be paid to Landlord, without deduction or offset and without notice or demand, (a) by wire pursuant to the wire instructions, as set forth on the Reference Pages, or (b) at the Address for Payment, as set forth on the Reference Pages, or to such other person or at such other place as Landlord may from time to time designate in writing. If an "Event of Default" (as hereinafter defined) occurs, Landlord may require by notice to Tenant that all subsequent rent payments be made by an automatic payment from Tenant's bank account to Landlord's account, without cost to Landlord. Tenant must implement such automatic payment system prior to the next scheduled rent payment or within ten (10) days after Landlord's notice, whichever is later. Unless specified in this Lease to the contrary, all amounts and sums payable by Tenant to Landlord pursuant to this Lease shall be deemed additional rent.

3.2 Tenant recognizes that late payment of any rent or other sum due under this Lease will result in administrative expense to Landlord, the extent of which additional expense is extremely difficult and economically impractical to ascertain. Tenant therefore agrees that if rent or any other sum is not paid when due and payable pursuant to this Lease, a late charge shall be imposed in an amount equal to the greater of (a) Two Hundred Dollars (\$200.00) or (b) two percent (2%) of the unpaid amount. The amount of the late charge to be paid by Tenant shall

be reassessed and added to Tenant's obligation for each successive month until paid. The provisions of this Section 3.2 in no way relieve Tenant of the obligation to pay rent or other payments on or before the date on which they are due, nor do the terms of this Section 3.2 in any way affect Landlord's remedies pursuant to Article 19 of this Lease in the event said rent or other payment is unpaid after date due. In addition, any amount owed by Tenant to Landlord which is not paid within ten (10) days when due shall bear interest at the lesser of six percent (6%) per annum above the prime rate, as published by the Wall Street Journal from time to time, or the maximum rate of interest permitted to be contracted for by law (such lesser rate, the "Default Rate"). However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease.

Except as otherwise expressly set forth herein, the foregoing covenants of Tenant are independent covenants and Tenant shall have no right to withhold or abate any payment of Annual Rent, additional rent or any other payment, or to set off any amount against Annual Rent, additional rent or any other payment then due and payable, or to terminate this Lease, because of any breach or alleged breach by Landlord of this Lease or because of the condition of the Premises. Tenant hereby acknowledges and agrees that it has been represented by counsel of its choice and has participated fully in the negotiation of this Lease, that Tenant understands that the remedies available to Tenant in the event of a default by Landlord may be more limited than those that would otherwise be available to Tenant under the common law in the absence of certain provisions of this Lease, and that the so called "dependent covenants" rule as developed under the common law (including, without limitation, the statement of such rule as set forth in the Restatement (Second) of Property, Section 7.1) shall not apply to this Lease or to the relationship of landlord and tenant created hereunder.

4. RENT ADJUSTMENTS.

4.1 For the purpose of this Article 4, the following terms are defined as follows:

4.1.1 Lease Year: Each fiscal year (as determined by Landlord from time to time and which may be a different year for Expenses and Taxes) falling partly or wholly within the Term.

4.1.2 Expenses: All costs of operation, maintenance, repair, replacement and management of the Building and the parking and other common areas, as determined in accordance with generally accepted accounting principles, including the following costs by way of illustration, but not limitation: water and sewer charges; insurance charges of or relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable and relating in any manner to the protection, preservation, or operation of the Building or any part of either thereof; costs of cleaning, repairing, replacing and maintaining the exterior areas, including parking and landscaping (but excluding exterior sewer and utility line maintenance, repair and replacement); window cleaning costs; snow and ice removal costs from the exterior areas and from the roof of the Building; labor costs; costs and expenses of managing the Building including a reasonable management fee not to exceed 3% of Annual Rent; air conditioning maintenance, repair and replacement costs (subject to the last grammatical paragraph of this Section 4.1.2); elevator maintenance fees and supplies; material costs; parking area maintenance, repair and replacement (subject to the last grammatical paragraph of this Section 4.1.2); licenses, permits and inspection fees; wages and salaries; employee benefits and payroll taxes; accounting and legal fees; any sales, use or service taxes incurred in connection therewith. In addition, Landlord shall be entitled to recover, as additional rent (which, along with any other capital expenditures constituting Expenses, Landlord may either include in Expenses or cause to be billed to Tenant along with Expenses and Taxes but as a separate item), (a) the cost of all capital expenditures which are required under any governmental laws, regulations or ordinances which were not applicable to the Building as of the date hereof, and (b) capital expenditures which are intended to reduce Expenses, but all allowable capital expenditures shall be amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be determined by Landlord in accordance with generally accepted accounting principles, with interest on the unamortized amount at one percent (1%) in excess of the Wall Street Journal prime lending rate announced from time to time. In no event shall Expenses charged to Tenant exceed actual expenses incurred by Landlord.

Expenses shall not include the items set forth in the following paragraph or listed below:

1. leasing commissions, fees and costs, advertising and promotional expenses and other costs incurred in procuring tenants or in selling the Building;
2. legal fees or other expenses incurred in connection with enforcing leases with tenants in the Building;
3. costs of renovating or otherwise improving or decorating space for any tenant or other occupant of the Building, including Tenant, or relocating any tenant;
4. financing costs including interest and principal amortization of debts and the costs of providing the same;
5. depreciation or amortization, except as provided above;
6. rental on ground leases or other underlying leases and the costs of providing the same;
7. wages, bonuses, other compensation, and fringe benefits including, but not limited to insurance plans and tax qualified benefit plans of employees above the grade of building manager;
8. any liabilities, costs or expenses associated with or incurred in connection with the removal, enclosure, encapsulation or other handling of Hazardous Materials other than for de minimis environmental activities and the cost of defending against claims in regard to the existence or release of Hazardous Materials at the Building (except with respect to those costs for which Tenant is otherwise responsible pursuant to the express terms of this Lease);
9. costs of any items for which Landlord is or is entitled to be paid or reimbursed by insurance;
10. charges for electricity, water, or other utilities, services or goods and applicable taxes for which Tenant or any other tenant, occupant, person or other party is obligated to reimburse Landlord separately (i.e., not through the payment of Expenses) or to pay to third parties;
11. the cost of installing, operating and maintaining any specialty service, such as a cafeteria, observatory, broadcasting facilities, child or daycare;
12. cost of any work or services performed for any facility other than the Building;
13. any cost representing an amount paid to a person firm, corporation or other entity related to Landlord that is materially in excess of the amount which would have been paid in the absence of such relationship;
14. except as expressly provided in this Section 4.1.2, the cost of any item that, under generally accepted accounting principles, are properly classified as capital expenses;
15. lease payments for rental equipment (other than for equipment properly charged as an Expense);
16. late fees or charges incurred by Landlord due to late payment of expenses, except to the extent attributable to Tenant's actions or inactions;
17. cost of acquiring, securing, cleaning or maintaining sculptures, paintings and other works of art;
18. real estate taxes (the payment for which by Tenant is provided for below separately in Section 4.1.3 and the sections following such Section 4.1.3) or taxes on Landlord's business (such as income, excess profits, franchise, capital stock, estate, inheritance, etc.);
19. charitable or political contributions;

20. reserve funds;
21. all other items for which another party compensates or pays so that Landlord shall not recover any item of cost more than once;
22. any cost associated with operating as an on or off-site management office for the Building, except to the extent included in the management fee permitted hereby;
23. Landlord's general overhead and any other expenses not directly attributable to the operation and management of the Building (e.g. the activities of Landlord's officers and executives or professional development expenditures), except to the extent included in the management fee permitted hereby;
24. costs and expenses incurred in connection with compliance with or contesting or settlement of any claimed violation of law or requirements of law, except to the extent attributable to Tenant's actions or inactions;
25. costs of mitigation or impact fees or subsidies (however characterized), imposed or incurred prior to the date of the Lease; and
26. costs related to public transportation, transit or vanpools, except to the extent that Tenant shall elect to participate in the service to which such costs relate.

Notwithstanding the above provisions of this Section 4.1.2, during the five (5) year period beginning on the Commencement Date, Expenses shall not include the cost of any capital expenditure repair or replacement of (i) the roof of the Building, (ii) any rooftop HVAC unit or (iii) the parking area serving the Building. After such five (5) year period, the cost of any capital repair or replacement of (i) the roof of the Building, (ii) any rooftop HVAC unit or (iii) the parking area serving the Building may be included in Expenses and amortized in the manner provided above.

4.1.3 Taxes: Real estate taxes and any other taxes, charges and assessments which are levied with respect to the Building or the land appurtenant to the Building, or with respect to any improvements, fixtures and equipment or other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and said land, any payments to any ground lessor in reimbursement of tax payments made by such lessor; and all fees, expenses and costs incurred by Landlord in investigating, protesting, contesting or in any way seeking to reduce or avoid increase in any assessments, levies or the tax rate pertaining to any Taxes to be paid by Landlord in any Lease Year. Taxes shall not include any corporate franchise, or estate, inheritance or net income tax, or tax imposed upon any transfer by Landlord of its interest in this Lease or the Building or any taxes to be paid by Tenant pursuant to Article 28.

4.2 From and after the Rent Commencement Date, Tenant shall pay as additional rent for each Lease Year Expenses and Taxes incurred for such Lease Year.

4.3 The annual determination of Expenses shall be made by Landlord, and shall be binding upon Landlord and Tenant, subject to the provisions of this Section 4.3. During the Term, Tenant may review, at Tenant's sole cost and expense, the books and records supporting such determination in an office of Landlord, or Landlord's agent, during normal business hours, upon giving Landlord fifteen (15) days advance written notice within ninety (90) days after receipt of such determination, but in no event more often than once in any one (1) year period, subject to execution of a confidentiality agreement acceptable to Landlord, and provided that Tenant may utilize an independent accountant or other service to perform such review who is not compensated on a contingency basis and is also subject to such confidentiality agreement. If after such review, it is determined that Expenses had been overstated by more than five percent (5%), Landlord shall reimburse Tenant for the reasonable costs of such review.

4.4 Prior to the actual determination thereof for a Lease Year, Landlord may from time to time estimate Tenant's liability for Expenses and/or Taxes under Section 4.2, Article 6 and Article 28 for the Lease Year or portion thereof. Landlord will give Tenant written notification of the amount of such estimate and Tenant agrees that it will pay, by increase of its Monthly Installments of Rent due in such Lease Year, additional rent in the amount of such estimate. Any such increased rate of Monthly Installments of Rent pursuant to this Section 4.4 shall remain in effect until further written notification to Tenant pursuant hereto.

4.5 When the above mentioned actual determination of Tenant's liability for Expenses and/or Taxes is made for any Lease Year and when Tenant is so notified in writing, then:

4.5.1 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is less than Tenant's liability for Expenses and/or Taxes, then Tenant shall pay such deficiency to Landlord as additional rent in one lump sum within thirty (30) days of receipt of Landlord's bill therefor; and

4.5.2 If the total additional rent Tenant actually paid pursuant to Section 4.3 on account of Expenses and/or Taxes for the Lease Year is more than Tenant's liability for Expenses and/or Taxes, then Landlord shall credit the difference against the then next due payments to be made by Tenant under this Article 4, or, if the Lease has terminated, refund the difference in cash.

4.6 Tenant's liability for Expenses and Taxes for the Lease Year in which the Rent Commencement Date and/or Termination Date, as applicable, occurs shall be prorated based upon a three hundred sixty-five (365) day year.

5. SECURITY DEPOSIT.

As security for Tenant's faithful performance of Tenant's obligations hereunder, Tenant shall deliver to Landlord, upon the execution of this Lease by Tenant, a clean, irrevocable letter of credit in the face amount of the Security Deposit, issued to Landlord as the sole beneficiary (the "Letter of Credit"). The Letter of Credit shall have a stated duration of and shall be effective for at least one (1) year with provision for automatic successive annual one-year extensions during the Term and for sixty (60) days thereafter. Tenant shall keep the Letter of Credit in force throughout the Term and for sixty (60) days after the expiration date or the earlier termination of the Term. Tenant shall deliver to Landlord a renewal Letter of Credit no later than sixty (60) days prior to the expiration date of any Letter of Credit issued under this Section 5, and if Tenant fails to do so, Landlord may draw the entire amount of the expiring Letter of Credit and hold the proceeds in cash as the Security Deposit, as hereinafter provided, but in that event, Tenant shall, upon demand, provide Landlord with a new Letter of Credit, meeting the requirements of this Lease as the Security Deposit, in lieu of such cash, and upon receipt of such replacement Letter of Credit, Landlord shall promptly return such cash Security Deposit to Tenant. The Letter of Credit shall be issued by a commercial bank satisfactory to and approved by Landlord.

If Tenant fails to pay Annual Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease beyond any applicable notice and cure periods, Landlord may (but shall have no obligation to) use all or any portion of the Letter of Credit for the payment of any Monthly Installment of Annual Rent or other charge due hereunder, to pay any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Letter of Credit, Tenant shall within ten (10) business days after written demand therefor, restore the Letter of Credit to the initial face amount thereof. Provided there is not an ongoing Tenant Event of Default under the terms of this Lease, the Letter of Credit, or so much thereof as shall not then have been applied by Landlord, shall be returned without payment of interest or other amount for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) within forty-five (45) days after the expiration of the Term hereof, and after Tenant has vacated and delivered the Premises as required hereunder. No trust relationship is created herein between Landlord and Tenant with respect to the Letter of Credit. Tenant acknowledges that the Letter of Credit is not an advance payment of any kind or a measure of or limit on Landlord's damages in the event of Tenant's default. Any application of the Letter of Credit by Landlord shall be without prejudice to any other right or remedy. If Landlord conveys Landlord's interest under this Lease, the Letter of Credit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and, if so

turned over, Tenant agrees to look solely to such grantee for proper application of the Letter of Credit in accordance with the terms of this Section 5, and the return thereof in accordance herewith (and if required, Tenant shall cooperate as necessary to transfer the Letter of Credit to such grantee). The holder of a mortgage shall not be responsible to Tenant for the return or application of any the Letter of Credit, whether or not it succeeds to the position of Landlord hereunder, unless the Letter of Credit shall have been received in hand by such holder.

Provided no Event of Default has occurred at any time, if Tenant is publically held and if its most recently Form 10Q filed with the SEC shows (or if Tenant is not publically held or if its most recently Form 10Q with the SEC fails to show such financial criteria, upon receipt by Landlord of Tenant's written request therefor and presentation to Landlord by Tenant of a written certification from Tenant's Chief Financial Officer as to) Tenant's satisfaction of the following financial criteria, the Security Deposit shall be subject to reductions as follows:

(a) As of the third (3rd) anniversary of the Rent Commencement Date, the Security Deposit may be reduced to \$1,100,000, provided Tenant shall have both (i) a tangible net worth of at least \$75,000,000.00 and (ii) a ratio of current assets to current liabilities of at least 5.0 to 1.0 as of the end of its then most recent fiscal quarter;

(b) As of the sixth (6th) anniversary of the Rent Commencement Date, the Security Deposit may be reduced to \$700,000, provided Tenant shall have both (i) a tangible net worth of at least \$75,000,000.00 and (ii) a ratio of current assets to current liabilities of at least 5.0 to 1.0 as of the end of its then most recent fiscal quarter; and

(c) As of the ninth (9th) anniversary of the Rent Commencement Date, the Security Deposit may be reduced to \$300,000, provided Tenant shall have both (i) a tangible net worth of at least \$75,000,000.00 and (ii) a ratio of current assets to current liabilities to at least 5.0 to 1.0 as of the end of its then most recent fiscal quarter.

In order to effectuate the Security Deposit reductions, Tenant shall cause the Issuing Bank to issue a clean original replacement Letter of Credit in the amount of the reduced Security Deposit or an amendment to the original Letter of credit reflecting such reduced Security Deposit. If applicable, contemporaneously with delivery of such replacement Letter of Credit, Landlord shall return the prior Letter of Credit to Tenant or the Issuing Bank.

6. ALTERATIONS.

6.1 Except for those specifically provided for in **Exhibit B** to this Lease, Tenant shall not make or suffer to be made any alterations, additions, or improvements, including, but not limited to, the attachment of any fixtures or equipment in, on, or to the Premises or any part thereof or the making of any improvements as required by Article 7, without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. When applying for such consent, Tenant shall, if requested by Landlord, furnish complete plans and specifications for such alterations, additions and improvements. Landlord shall notify Tenant whether it approves of the requested alterations, additions or improvements within ten (10) Business Days after Tenant's submission of specifications and plans if so required. If Landlord disapproves of such plans or specifications, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval. Landlord shall specifically identify any alteration or improvement which Landlord requires Tenant to remove at the end of the Term. Failure of Landlord to provide its written approval or disapproval with comments within such time period shall be a deemed approval. Notwithstanding the foregoing, Landlord's consent shall not be required with respect to alterations which (i) are not structural in nature, (ii) are not visible from the exterior of the Building, (iii) do not affect or require modification of the Building's electrical, mechanical, plumbing, HVAC or other systems, and (iv) in the aggregate do not cost more than \$50,000.00 to complete.

6.2 In the event Landlord consents to the making of any such alteration, addition or improvement by Tenant, the same shall be made by using either Landlord's contractor or a contractor reasonably approved by Landlord, in either event at Tenant's sole cost and expense. Except for the work contemplated by Exhibit B, Landlord may charge Tenant for third-party costs actually incurred by Landlord in connection with the proposed work and the design thereof, with all such amounts being due ten (10) days after Landlord's demand.

6.3 All alterations, additions or improvements proposed by Tenant shall be constructed in accordance with all government laws, ordinances, rules and regulations, using Building standard materials where applicable, and Tenant shall, prior to construction, provide the additional insurance required under Article 11 in such case, and also all such assurances to Landlord as Landlord shall reasonably require to assure payment of the costs thereof, including but not limited to, notices of non-responsibility, waivers of lien, surety company performance bonds and funded construction escrows and to protect Landlord and the Building and appurtenant land against any loss from any mechanic's, materialmen's or other liens. Tenant shall pay in addition to any sums due pursuant to Article 4, any increase in real estate taxes attributable to any such alteration, addition or improvement for so long, during the Term, as such increase is ascertainable; at Landlord's election said sums shall be paid in the same way as sums due under Article 4.

6.4 Subject to the foregoing provisions of this Section 6, Tenant may install a liquid nitrogen tank, an oxygen tank and a generator in such locations near the Building as shall be approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Tenant shall provide such insurance with respect to the same as Landlord shall reasonably require.

7. REPAIR.

7.1 Landlord shall have no obligation to alter, remodel, improve, repair, decorate or paint the Premises, except for any work specified in **Exhibit B** attached to this Lease. By taking possession of the Premises, Tenant accepts them as being in good order, condition and repair and in the condition in which Landlord is obligated to deliver them, except as set forth in the punch list to be delivered pursuant to Section 2.1. It is hereby understood and agreed that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as specifically set forth in this Lease.

7.2 Tenant shall, at its own cost and expense, keep and maintain all parts of the Premises and the Building which Landlord is not required to repair and maintain (in the case of the systems referred to in Section 7.3, which Landlord has not elected to maintain) in good condition and repair, promptly making all necessary repairs and replacements, whether ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original (including, but not limited to, repair, maintenance and replacement of all fixtures installed by Tenant, water heaters serving the Premises, windows, glass and plate glass, doors, exterior stairs, skylights, any special office entries, interior walls and finish work, floors and floor coverings, heating and air conditioning systems ("HVAC Systems") serving the Premises, electrical systems and fixtures serving the Premises, sprinkler systems serving the Premises, dock boards (if any), truck doors, dock bumpers (if any), plumbing and fixtures so that the same are all in good working order and repair, and performance of regular removal of trash and debris). Tenant as part of its obligations hereunder shall keep the Premises in a clean and sanitary condition. Tenant shall keep all such parts of the Premises from deterioration due to ordinary wear and from falling temporarily out of repair.

7.3 Landlord shall maintain and repair in good condition the exterior walls (exclusive of glass and doors and exclusive of the interior surfaces of the exterior walls, all of which Tenant shall maintain and repair); roof; foundation; structural supports of the Building promptly making all necessary repairs and replacements; and, to the extent that Landlord shall elect from time to time by written notice to Tenant, the Building and Premises heating, plumbing, electrical, air-conditioning, and mechanical systems. Landlord shall maintain and repair the exterior areas, including exterior sewer and exterior utility lines and the parking areas for the Building, and shall clean and provide snow-plowing for the parking areas and access driveways and walkways for the Building. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

7.4 Except as provided herein and in Article 22, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or to fixtures, appurtenances and equipment in the Building. Except to the extent, if any, prohibited by law, Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

7.5 Tenant shall, at its own cost and expense, enter into a regularly scheduled preventative maintenance/service contracts with maintenance contractors approved by Landlord for servicing all HVAC Systems and equipment serving the Premises which Landlord has not elected to maintain under Section 7.3 and for servicing all elevators in the Building (and copies thereof shall be furnished to Landlord) so that the same are equipped to operate and function in good working order twenty-four (24) hours per day, seven (7) days per week. The service contract must include all services suggested by the equipment manufacturer in the operation/maintenance manual and must become effective within ten (10) days of the date Tenant takes possession of the Premises. Should Tenant fail to do so, Landlord may, upon notice to Tenant, enter into such a maintenance/service contract on behalf of Tenant or perform the work and in either case, charge Tenant the cost thereof along with a reasonable amount of Landlord's overhead.

7.6 Notwithstanding any provision of this Lease to the contrary, in connection with Landlord's performance of any duties or obligations under this Lease, including, without limitation, any actions arising under Section 7.3 (the foregoing Landlord's activities, "Landlord's Actions"), Landlord shall use commercially reasonable efforts to minimize interference with ingress and egress to, and the operations of Tenant in, the Premises. In the event any of Landlord's Actions (excepting those that arise from force majeure events) results in material interference with ingress and egress to, or Tenant's operations in, the Premises whereby Tenant is unable to use all or a portion of the Premises in Tenant's reasonable business judgment by reason of such interference for more than five (5) business days after Tenant gives Landlord notice of such interference, then the Base Rent payable hereunder shall be abated proportionately commencing as of sixth (6th) business day after such notice until such interference shall cease or Tenant is able to use the entire Premises for business in the ordinary course, whichever first occurs.

8. LIENS.

Tenant shall keep the Premises, the Building and appurtenant land and Tenant's leasehold interest in the Premises free from any liens arising out of any services, work or materials performed, furnished, or contracted for by Tenant, or obligations incurred by Tenant. In the event that Tenant fails, within ten (10) days following the imposition of any such lien, to cause the same to be released of record (such failure to constitute an Event of Default), Landlord shall have the right to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith shall be payable to it by Tenant within five (5) days of Landlord's demand.

9. ASSIGNMENT AND SUBLETTING.

9.1 Tenant shall not have the right to assign, mortgage or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall not make, suffer or permit such assignment, mortgage, pledge, subleasing or occupancy without the prior written consent of Landlord, such consent not to be unreasonably withheld (provided, however, that with respect to any mortgage, pledge or assignment of the Lease given as security for any debt, Landlord's consent may be withheld in Landlord's sole discretion), and said restrictions shall be binding upon any and all assignees of the Lease and subtenants of the Premises. In the event Tenant desires to sublet, or permit such occupancy of, the Premises, or any portion thereof, or assign, mortgage or pledge this Lease, Tenant shall give written notice thereof to Landlord at least thirty (30) days but no more than one hundred twenty (120) days prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease or assignment and copies of financial reports and other relevant financial information of the proposed subtenant or assignee.

9.2 Notwithstanding any assignment or subletting, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease, in the case of an assignment, jointly and severally with the assignee. Upon the occurrence of an Event of Default, if the Premises or any part of them are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease, and no such collection shall be construed to constitute a novation or release of Tenant from the

further performance of Tenant's obligations under this Lease. No consent by Landlord hereunder shall be deemed a waiver or release of the obligation to obtain Landlord's consent to any future matter requiring its consent hereunder.

9.3 In the event that Tenant sells, sublets, assigns or transfers this Lease, Tenant shall pay to Landlord as additional rent an amount equal to fifty percent (50%) of any Increased Rent (as defined below), when and as such Increased Rent is received by Tenant. As used in this Section, "Increased Rent" shall mean the excess of (a) all rent and other consideration which Tenant is entitled to receive by reason of any sale, sublease, assignment or other transfer of this Lease, over (b) the sum of (i) the rent otherwise payable by Tenant under this Lease at such time and (ii) the reasonable costs incurred by Tenant for leasing commissions and tenant improvements in connection with such sublease, assignment or other transfer. For purposes of the foregoing, any consideration received by Tenant in form other than cash shall be valued at its fair market value as determined by Landlord in good faith.

9.4 Notwithstanding any other provision hereof, it shall be considered reasonable for Landlord to withhold its consent to any assignment of this Lease or sublease of any portion of the Premises if an Event of Default then exists or the proposed assignee or sublessee is an entity: (a) with which Landlord is already in negotiation; (b) is already an occupant of the Building unless Landlord is unable to provide the amount of space required by such occupant; (c) is a governmental agency; (d) is incompatible with the character of occupancy of the Building; (e) with which the payment for the sublease or assignment is determined in whole or in part based upon its net income or profits; or (f) would subject the Premises to a use which would: (i) violate any exclusive right granted to another tenant of the Building; (ii) require any addition to or modification of the Premises or the Building in order to comply with building code or other governmental requirements; or (iii) involve a violation of Section 1.2. Tenant expressly agrees that for the purposes of any statutory or other requirement of reasonableness on the part of Landlord, Landlord's refusal to consent to any assignment or sublease for any of the reasons described in this Section 9.4, shall be conclusively deemed to be reasonable.

9.5 Upon any request to assign or sublet, Tenant will pay to Landlord the Assignment/Subletting Fee, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for, such assignment, pledge or sublease. Any purported sale, assignment, mortgage, transfer of this Lease or subletting which does not comply with the provisions of this Article 9 shall be void.

9.6 Notwithstanding the above, but only after reasonable prior notice to Landlord, Tenant shall have the right to assign this Lease or sublet the Premises in whole or in part to (A) an entity controlled by, in control of, or under common control with, Tenant or (B) a successor entity resulting from an acquisition, merger, spin off or consolidation (such successor entity under this subclause (B) shall be referred to herein as a "Successor Entity") without the need to obtain Landlord's consent so long, in the case of a Successor Entity, such Successor Entity shall have a tangible net worth as of the date of such assignment or sublease at least equal to or greater than the tangible net worth of Tenant as of the date of this Lease.

10. INDEMNIFICATION.

None of the Landlord Entities shall be liable and Tenant hereby waives all claims against them for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft), except to the extent due to the negligence or willful misconduct of a Landlord Entity or prohibited by applicable law. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property (including but not limited to property of any Landlord Entity) or any injury (including but not limited to death) to any person occurring in, on or about the Premises or the Building to the extent that such injury or damage shall be caused by or arise from any actual act, neglect, fault, or omission by or of Tenant or any Tenant Entity to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed

pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

11. INSURANCE.

11.1 Tenant shall keep in force throughout the Term: (a) a Commercial General Liability insurance policy or policies on a per occurrence and per location basis to protect the Landlord Entities against any liability to the public or to any invitee of Tenant or a Landlord Entity incidental to the use of or resulting from any accident occurring in or upon the Premises with a limit of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the annual aggregate, or such larger amount as Landlord may prudently require from time to time, covering bodily injury, property damage liability, personal injury/advertising liability, independent contractors and blanket contractual liability and \$2,000,000 products/completed operations aggregate; (b) Business Auto Liability covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 per accident; (c) Worker's Compensation Insurance including a waiver of subrogation in favor of Landlord and with limits as required by statute with Employers Liability and limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease--each employee; (d) Umbrella / Excess liability policy providing coverage over and above applicable underlying Commercial General Liability, Business Auto and Workers Compensation/Employers Liability policies with coverage not more restrictive than the underlying liability with limits acceptable to manager or owner, but at a minimum \$5,000,000 per occurrence and in the aggregate; (e) All Risk or Special Form coverage protecting against loss of or damage to the Building and Tenant's alterations, additions, improvements, carpeting, floor coverings, panelings, decorations, fixtures, inventory and other business personal property situated in or about the Premises to the full replacement value of the property so insured; and (f) Business Interruption Insurance with limit of liability representing loss of at least approximately twelve (12) months of income.

11.2 The aforesaid policies shall (a) be provided at Tenant's expense; (b) name the Landlord Entities as additional insureds (General Liability) and loss payee (Property-Special Form); (c) shall be primary and noncontributory with regard to any other insurance that may be available to Landlord Entities and Landlord's property manager; (d) be issued by an insurance company with a minimum Best's rating of "A-:VII" during the Term; and (e) provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for nonpayment of premium) shall have been given to Landlord; a certificate of Liability insurance on ACORD Form 25 and a certificate of Property insurance on ACORD form 28 shall be delivered to Landlord by Tenant upon the Commencement Date and at least thirty (30) days prior to each renewal of said insurance.

11.3 In addition to any insurance required of Tenant, Tenant shall secure, pay for and maintain or cause Tenant's Contractors and Sub-Contractors to secure, pay for and maintain during the continuance of construction and fixturing or work thereafter within the Building or Premises, insurance at a minimum equal to above terms and limits of liability required by Tenant, including additional insured status provided to Landlord and Landlord's property manager on a primary and non-contributory basis.

11.4 Landlord shall maintain property insurance for the Building's replacement value (excluding property required to be insured by Tenant, it being agreed that Landlord shall have no obligation to provide insurance for such property), less a commercially-reasonable deductible if Landlord so chooses. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. Tenant shall pay the cost of all insurance carried by Landlord, as set forth in Section 4. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

12. WAIVER OF SUBROGATION.

Tenant and Landlord hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, All Risks or other property damage insurance now or hereafter existing for the benefit of the respective party and this waiver shall apply regardless of whether the damaged property is insured. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. SERVICES AND UTILITIES.

13.1 Subject to the other provisions of this Lease, Landlord agrees to furnish to the Premises, subject to the rules and regulations of the Building prescribed from time to time, water and sewer services suitable for Tenant's permitted use of the Premises. Tenant shall, upon demand from time to time, reimburse Landlord for all water and sewer charges for the Premises, at the rates charged for such services by the local public utility or agency, as the case may be, furnishing the same. Landlord shall not be liable for, and Tenant shall not be entitled to, any abatement or reduction of rental by reason of Landlord's failure to furnish any of the water or sewer services. Landlord shall use reasonable efforts to remedy any interruption in the furnishing of such water and sewer services.

13.2 Beginning on the Commencement Date, Tenant (and not Landlord) shall be responsible for furnishing all gas, electricity, telephone and other utility services (other than water and sewer services), cleaning, janitorial and trash removal services to the Premises. Tenant shall also furnish all electric light bulbs, tubes and ballasts, battery packs for emergency lighting and fire extinguishers. All such gas, electricity, HVAC, telephone and other utility services shall be separately metered and Tenant shall pay all charges therefor, together with any taxes, penalties, surcharges, maintenance charges or the like pertaining thereto, directly to the provider of such services. For any period of the Term during which any such services are not separately metered to Tenant, Tenant shall pay such proportion of all charges jointly metered with other premises in the Building as determined by Landlord, in its reasonable discretion. Any such charges paid by Landlord and assessed against Tenant shall be immediately payable to Landlord on demand and shall be additional rent hereunder. Tenant agrees that its electrical demand requirements shall not adversely affect the Building's electrical system and will not exceed the maximum from time to time permitted under applicable laws, and to repair at Tenant's sole cost any damage caused to the electrical system caused by Tenant's failure to observe this requirement.

14. HOLDING OVER.

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or part of them after termination of this Lease by lapse of time or otherwise at the rate ("Holdover Rate") which shall be One Hundred Fifty percent (150%) of the Annual Rent for the last period prior to the date of such termination plus all Rent Adjustments under Article 4, prorated on a daily basis, and also pay all damages sustained by Landlord by reason of such retention. If Landlord gives notice to Tenant of Landlord's election to such effect, such holding over shall constitute renewal of this Lease for a period from month to month at the Holdover Rate, but if the Landlord does not so elect, no such renewal shall result notwithstanding acceptance by Landlord of any sums due hereunder after such termination; and instead, a tenancy at sufferance at the Holdover Rate shall be deemed to have been created. In any event, no provision of this Article 14 shall be deemed to waive Landlord's right of reentry or any other right under this Lease or at law.

15. SUBORDINATION.

This Lease shall be subject and subordinate at all times to ground or underlying leases and to the lien of any mortgages or deeds of trust now or hereafter placed on, against or affecting the Building, Landlord's interest or estate in the Building, or any ground or underlying lease, provided the holder thereof shall enter into a nondisturbance agreement with Tenant in such holder's standard form and provided, however, that if the lessor, mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interest in this Lease be superior to any such instrument, then, by notice to Tenant, this Lease shall be deemed superior, whether this Lease was executed before or after said instrument. Notwithstanding the foregoing, Tenant covenants and agrees to execute and deliver within ten (10) days of Landlord's written request such further instruments evidencing such subordination or superiority of this Lease as may be required by Landlord. Landlord to obtain and provide to Tenant prior to the Construction Period Access Date a non-disturbance agreement from any existing mortgage or lien holder substantially in the form attached as **Exhibit G.**

16. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with all the rules and regulations as set forth in **Exhibit D** to this Lease and all reasonable and non-discriminatory modifications of and additions to them from time to time put

into effect by Landlord. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Building of any such rules and regulations.

17. REENTRY BY LANDLORD.

17.1 Landlord reserves and shall at all times have the right to re-enter the Premises at reasonable times upon advance notice (except in the event of emergency) to inspect the same, to show said Premises to prospective purchasers during the last twelve (12) months of the Term if Tenant has not exercised its option to extend, mortgagees or tenants, and to alter, improve or repair the Premises and any portion of the Building, without abatement of rent, and may for that purpose erect, use and maintain scaffolding, pipes, conduits and other necessary structures and open any wall, ceiling or floor in and through the Building and Premises where reasonably required by the character of the work to be performed, provided entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall have the right at any time to change the name, number or designation by which the Building is commonly known. In the event that Landlord damages any portion of any wall or wall covering, ceiling, or floor or floor covering within the Premises, Landlord shall repair or replace the damaged portion to match the original as nearly as commercially reasonable but shall not be required to repair or replace more than the portion actually damaged. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by any action of Landlord authorized by this Article 17.

17.2 For each of the aforesaid purposes, Landlord shall at all times have and retain a key and such other applicable items, such as access cards, with which to unlock all of the doors in the Premises, excluding Tenant's vaults and safes or special security areas (designated in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency to obtain entry to any portion of the Premises. As to any portion to which access cannot be had by means of a key or keys, or such other applicable items, in Landlord's possession, Landlord after reasonable advance notice to Tenant is authorized to gain access by such means as Landlord shall elect and the cost of repairing any damage occurring in doing so shall be borne by Tenant and paid to Landlord within five (5) days of Landlord's demand.

18. DEFAULT.

18.1 Except as otherwise provided in Article 20, the following events shall be deemed to be "Events of Default" under this Lease:

18.1.1 Tenant shall fail to pay when due any sum of money becoming due to be paid to Landlord under this Lease, whether such sum be any installment of the rent reserved by this Lease, any other amount treated as additional rent under this Lease, or any other payment or reimbursement to Landlord required by this Lease, whether or not treated as additional rent under this Lease, and such failure shall continue for a period of seven (7) days after written notice that such payment was not made when due, but if any two (2) such notices shall be given, for the twelve (12) month period commencing with the date of such notice, the failure to pay within seven (7) days after due any additional sum of money becoming due to be paid to Landlord under this Lease during such period shall be an Event of Default, without notice.

18.1.2 Tenant shall fail to comply with any term, provision or covenant of this Lease which is not provided for in another Section of this Article and shall not cure such failure within thirty (30) days (provided, however, that such thirty (30) day cure period shall not apply to any such failure that involves a hazardous or emergency condition) after written notice of such failure to Tenant provided, however, that such failure shall not be an event of default if such failure could not reasonably be cured during such twenty (20) day period, Tenant has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days.

18.1.3 Tenant shall fail to vacate the Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only.

18.1.4 Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof.

18.1.5 A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

19. REMEDIES.

19.1 Except as otherwise provided in Article 20, upon the occurrence of any of the Events of Default described or referred to in Article 18, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, concurrently or consecutively and not alternatively:

19.1.1 Landlord may, at its election, by notice to Tenant, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease.

19.1.2 Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

19.1.3 Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent under this Lease, and other sums due and payable by Tenant on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of (a) the then present value (using a discount rate equal to the then prime rate as published by the Wall Street Journal, the "Discount Rate") of the rent reserved in this Lease for the residue of the stated Term of this Lease including any amounts treated as additional rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the present value (calculated using the Discount Rate) of the fair rental value of the Premises for such residue; (b) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses described in Section 19.1.4 relating to recovery of the Premises, preparation for reletting and for reletting itself; (c) the cost of performing any other covenants which would have otherwise been performed by Tenant; and (d) the value of any free or reduced rent provided for in this Lease and the unamortized cost of any brokerage or other commissions and the unamortized cost of alterations, if any, paid by Landlord pursuant to, or in connection with, this Lease.

19.1.4 Upon any termination of Tenant's right to possession only without termination of the Lease (except as set forth in Section 19.1.4.3):

19.1.4.1 Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section 19.1.2 shall terminate the Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, under this Lease for the full Term, and if Landlord so elects Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due, including any amounts treated as additional rent under this

Lease, for the remainder of the Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Term.

19.1.4.2 Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof. Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Building generally and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area, and the right to change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord, within five (5) days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current term or which Landlord would not be required to permit under the provisions of Article 9.

19.1.4.3 In the event that Landlord (i) terminates the Tenant's right to possession without terminating the Lease or (ii) terminates the Lease and elects as its remedy to proceed under this Section 19.1.4.3 in lieu of the remedy set forth in Section 19.1.3 above (provided that at any time thereafter, Landlord may elect to proceed under Section 19.1.3 above), Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises, and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Article 19 as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

19.2 Upon the occurrence of an Event of Default, Landlord may (but shall not be obligated to) cure such default at Tenant's sole expense. Without limiting the generality of the foregoing, Landlord may, at Landlord's option, enter into and upon the Premises if Landlord determines in its sole discretion that Tenant is not maintaining, repairing or replacing anything for which Tenant is responsible under this Lease or to otherwise effect compliance with Tenant's obligations under this Lease and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom and Tenant agrees to reimburse Landlord within five (5) days of Landlord's demand as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, plus interest from the date of expenditure by Landlord at the Default Rate.

19.3 If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney or collection agency concerning or to enforce or defend any of Landlord's rights or remedies arising under this Lease or to collect any sums due from Tenant, Tenant agrees to pay all costs and fees so incurred by Landlord, including, without limitation, reasonable attorneys' fees and costs. **TENANT EXPRESSLY WAIVES ANY RIGHT TO: (A) TRIAL BY JURY; AND (B) SERVICE OF ANY NOTICE REQUIRED BY ANY PRESENT OR FUTURE LAW OR ORDINANCE APPLICABLE TO LANDLORDS OR TENANTS BUT NOT REQUIRED BY THE TERMS OF THIS LEASE.**

19.4 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.

19.5 No act or thing done by Landlord or its agents during the Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such Event of Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default or of Landlord's right to enforce any such remedies with respect to such Event of Default or any subsequent Event of Default.

19.6 Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and/or stored, as the case may be, by or at the direction of Landlord but at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

20. TENANT'S BANKRUPTCY OR INSOLVENCY.

20.1 If at any time and for so long as Tenant shall be subjected to the provisions of the United States Bankruptcy Code or other law of the United States or any state thereof for the protection of debtors as in effect at such time (each a "Debtor's Law"):

20.1.1 Tenant, Tenant as debtor-in-possession, and any trustee or receiver of Tenant's assets (each a "Tenant's Representative") shall have no greater right to assume or assign this Lease or any interest in this Lease, or to sublease any of the Premises than accorded to Tenant in Article 9, except to the extent Landlord shall be required to permit such assumption, assignment or sublease by the provisions of such Debtor's Law. Without limitation of the generality of the foregoing, any right of any Tenant's Representative to assume or assign this Lease or to sublease any of the Premises shall be subject to the conditions that:

20.1.1.1 Such Debtor's Law shall provide to Tenant's Representative a right of assumption of this Lease which Tenant's Representative shall have timely exercised and Tenant's Representative shall have fully cured any default of Tenant under this Lease.

20.1.1.2 Tenant's Representative or the proposed assignee, as the case shall be, shall have deposited with Landlord as security for the timely payment of rent an amount equal to the larger of: (a) three (3) months' rent and other monetary charges accruing under this Lease; and (b) any sum specified in Article 5; and shall have provided Landlord with adequate other assurance of the future performance of the obligations of the Tenant under this Lease. Without limitation, such assurances shall include, at least, in the case of assumption of this Lease, demonstration to the satisfaction of the Landlord that Tenant's Representative has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that Tenant's Representative will have sufficient funds to fulfill the obligations of Tenant under this Lease; and, in the case of assignment, submission of current financial statements of the proposed assignee, audited by an independent certified public accountant reasonably acceptable to Landlord and showing a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such assignee of all of the Tenant's obligations under this Lease.

20.1.1.3 The assumption or any contemplated assignment of this Lease or subleasing any part of the Premises, as shall be the case, will not breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord is bound.

20.1.1.4 Landlord shall have, or would have had absent the Debtor's Law, no right under Article 9 to refuse consent to the proposed assignment or sublease by reason of the identity or nature of the proposed assignee or sublessee or the proposed use of the Premises concerned.

21. QUIET ENJOYMENT.

Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises for the Term without hindrance or molestation from all persons or entities lawfully claiming by or through Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons (other than parties claiming by or through Landlord), nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

22. CASUALTY.

22.1 In the event the Premises or the Building are damaged by fire or other cause and in Landlord's reasonable estimation such damage can be materially restored within one hundred eighty (180) days, Landlord shall forthwith repair the Premises and Building to substantially the same condition as before the casualty and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate abatement in rent from the date of such damage. Such abatement of rent shall be made pro rata in accordance with the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises from time to time. Within forty-five (45) days from the date of such damage, Landlord shall notify Tenant, in writing, of Landlord's reasonable estimation of the length of time within which material restoration can be made, and Landlord's determination shall be binding on Tenant. For purposes of this Lease, the Building or Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

22.2 If such repairs cannot, in Landlord's reasonable estimation, be made within one hundred eighty (180) days, Landlord and Tenant shall each have the option of giving the other, at any time within ninety (90) days after such damage, notice terminating this Lease as of the date of such damage. In the event of the giving of such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. In the event that neither Landlord nor Tenant exercises its option to terminate this Lease, then Landlord shall repair or restore such damage, this Lease continuing in full force and effect, and the rent hereunder shall be proportionately abated as provided in Section 22.1.

22.3 Landlord shall not be required to repair or replace any damage or loss by or from fire or other cause to any panelings, decorations, partitions, additions, railings, ceilings, floor coverings, office fixtures or any other property or improvements installed on the Premises by, or belonging to, Tenant, provided that Landlord may require Tenant to pay to Landlord Tenant's insurance proceeds therefor, and Landlord may use such proceeds to restore the same.

22.4 Notwithstanding anything to the contrary contained in this Article: (a) Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the Premises when the damages resulting from any casualty covered by the provisions of this Article 22 occur during the last twelve (12) months of the Term or of any extension thereof, but if Landlord determines not to repair such damages Landlord shall notify Tenant and if such damages shall render any material portion of the Premises untenable Tenant shall have the right to terminate this Lease by notice to Landlord within fifteen (15) days after receipt of Landlord's notice; and (b) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises or Building requires that any insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made by any

such holder, whereupon this Lease shall end on the date of such damage as if the date of such damage were the date originally fixed in this Lease for the expiration of the Term.

22.5 In the event of any damage or destruction to the Building or Premises by any peril covered by the provisions of this Article 22, it shall be Tenant's responsibility to properly secure the Premises and upon notice from Landlord to remove forthwith, at its sole cost and expense, such portion of all of the property belonging to Tenant or its licensees from such portion or all of the Building or Premises as Landlord shall request and is reasonably necessary to undertake Landlord's repair.

23. EMINENT DOMAIN.

If all or any substantial part of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, or conveyance in lieu of such appropriation, either party to this Lease shall have the right, at its option, of giving the other, at any time within thirty (30) days after such taking, notice terminating this Lease, except that Tenant may only terminate this Lease by reason of taking or appropriation, if such taking or appropriation shall be so substantial as to materially interfere with Tenant's use and occupancy of the Premises. If neither party to this Lease shall so elect to terminate this Lease, the rental thereafter to be paid shall be adjusted on a fair and equitable basis under the circumstances. In addition to the rights of Landlord above, if any substantial part of the Building shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain or conveyance in lieu thereof, and regardless of whether the Premises or any part thereof are so taken or appropriated, Landlord shall have the right, at its sole option, to terminate this Lease. Landlord shall be entitled to any and all income, rent, award, or any interest whatsoever in or upon any such sum, which may be paid or made in connection with any such public or quasi-public use or purpose, and Tenant hereby assigns to Landlord any interest it may have in or claim to all or any part of such sums, other than any separate award which may be made with respect to Tenant's trade fixtures and moving expenses; Tenant shall make no claim for the value of any unexpired Term.

24. SALE BY LANDLORD.

In event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Article 24, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest and thereupon Landlord shall be discharged from any further liability with regard to said security.

25. ESTOPPEL CERTIFICATES.

Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord or mortgagee or prospective mortgagee a sworn statement substantially in the form of Exhibit H certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications to this Lease, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rent and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters as may be requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Article 25 may be relied upon by any mortgagee, beneficiary or purchaser. Tenant irrevocably agrees that if Tenant fails to execute and deliver such certificate within such ten (10) day period Landlord or Landlord's beneficiary or agent may execute and deliver such certificate on Tenant's behalf, and that such certificate shall be fully binding on Tenant.

26. SURRENDER OF PREMISES.

26.1 Tenant shall arrange to meet Landlord for two (2) joint inspections of the Premises, the first to occur at least thirty (30) days (but no more than sixty (60) days) before the last day of the Term, and the second to occur not later than forty-eight (48) hours after Tenant has vacated the Premises. In the event of Tenant's failure to arrange such joint inspections and/or participate in either such inspection, Landlord's inspection at or after Tenant's vacating the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

26.2 On or before the date that Tenant, and anyone claiming by, through or under Tenant, vacates the Premises, and immediately prior to the time that Tenant delivers the Premises to Landlord, Tenant shall, to the reasonable satisfaction of Landlord:

- (i) Decommission all laboratory space in and about the Leased Premises, including without limitation, in accordance with applicable laws and best practices for similarly used laboratory space, and to the satisfaction of Landlord and any governmental authority involved in the closure;
- (ii) Terminate all licenses, permits, registrations and consents obtained by Tenant for the use or storage of Hazardous Materials at the Premises;
- (iii) Remove from the Premises and dispose of all Hazardous Materials stored in the Premises in compliance with applicable laws (including, without limitation, all environmental, health and safety laws);
- (iv) Decontaminate all surfaces and fixed equipment in the Premises;
- (v) Review and remediate and properly dispose of any specific Hazardous Materials that may be associated with any laboratory fixtures used by Tenant in the Premises; and
- (vi) Provide to Landlord a copy of its most current chemical waste removal manifest and a certification from Tenant executed by an officer of Tenant that no Hazardous Materials or other potentially dangerous or harmful chemicals brought into the Premises by Tenant or any "Tenant's Parties" (as such term is defined in Article 30) from and after the date that Tenant first took occupancy of the Premises remain in the Premises.

26.3 All alterations, additions, and improvements in, on, or to the Premises made or installed by or for Tenant, including, without limitation, carpeting (collectively, "Alterations"), shall be and remain the property of Tenant during the Term. Upon the expiration or sooner termination of the Term, all Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title shall pass to Landlord under this Lease as by a bill of sale. At the end of the Term or any renewal of the Term or other sooner termination of this Lease, Tenant will peaceably deliver up to Landlord possession of the Premises in good condition and repair, together with all Alterations by whomsoever made, broom clean and free of all debris, excepting only ordinary wear and tear and damage by fire or other casualty. Notwithstanding the foregoing, if Landlord so elects by notice to Tenant at the time Landlord approves the plans therefor (or if Landlord's approval was not obtained or required, by notice to Tenant at least thirty (30) days prior to expiration of the Term) Tenant shall, at Tenant's expense, remove any Alterations so designated by Landlord and repair any damage caused thereby.

26.4 Tenant must, at Tenant's sole cost, remove upon termination of this Lease, any and all of Tenant's furniture, furnishings, equipment, movable partitions of less than full height from floor to ceiling and other trade fixtures and personal property, as well as all data/telecommunications cabling and wiring installed by or on behalf of Tenant, whether inside walls, under any raised floor or above any ceiling (collectively, "Personalty"). Personalty not so removed shall be deemed abandoned by the Tenant and title to the same shall thereupon pass to Landlord under this Lease as by a bill of sale, but Tenant shall remain responsible for the cost of removal and disposal of such Personalty, as well as any damage caused by such removal.

26.5 All obligations of Tenant under this Lease not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term. Any otherwise unused Security Deposit may be credited against the amount payable by Tenant under this Lease.

27. NOTICES.

Any notice or document required or permitted to be delivered under this Lease shall be addressed to the intended recipient, by fully prepaid registered or certified United States Mail return receipt requested, or by reputable independent contract delivery service furnishing a written record of attempted or actual delivery, and shall be deemed to be delivered when tendered for delivery to the addressee at its address set forth on the Reference Pages, or at such other address as it has then last specified by written notice delivered in accordance with this Article 27, or if to Tenant at either its aforesaid address or if Tenant has vacated the Premises then to its last known registered office or home of a general partner or individual owner, whether or not actually accepted or received by the addressee. Any such notice or document may also be personally delivered if a receipt is signed by and received from, the individual, if any, named in Tenant's Notice Address.

28. TAXES PAYABLE BY TENANT.

In addition to rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, upon demand, any and all taxes payable by Landlord (other than net income taxes) whether or not now customary or within the contemplation of the parties to this Lease: (a) upon, allocable to, or measured by or on the gross or net rent payable under this Lease, including without limitation any gross income tax or excise tax levied by the State, any political subdivision thereof, or the Federal Government with respect to the receipt of such rent; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises or any portion thereof, including any sales, use or service tax imposed as a result thereof; (c) upon or measured by the Tenant's gross receipts or payroll or the value of Tenant's equipment, furniture, fixtures and other personal property of Tenant or leasehold improvements, alterations or additions located in the Premises; or (d) upon this transaction or any document to which Tenant is a party creating or transferring any interest of Tenant in this Lease or the Premises. In addition to the foregoing, Tenant agrees to pay, before delinquency, any and all taxes levied or assessed against Tenant and which become payable during the term hereof upon Tenant's equipment, furniture, fixtures and other personal property of Tenant located in the Premises.

29. SIGNAGE.

Landlord, at its expense, shall provide a building standard tenant identification sign in the lobby of the Building and on the monument sign near the main Building entrance. Tenant, at its expense, shall have the exclusive right to maintain one (1) sign on the Crosby Drive side of the Building as long as Tenant shall occupy at least fifty percent (50%) of the Building; provided that the design, color, size, installation method and exact location of such sign shall be subject to Landlord's approval which approval shall not be unreasonably conditioned or delayed. Tenant shall obtain and maintain, at Tenant's sole cost and expense, all necessary governmental approvals for such sign.

30. PARKING.

30.1 Tenant shall at all times abide by and shall cause each of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, "Tenant's Parties") to abide by any rules and regulations ("Rules") for use of the parking facilities that Landlord reasonably establishes from time to time, and otherwise agrees to use the parking facilities in a safe and lawful manner. Landlord reserves the right to adopt, modify and enforce the Rules governing the use of the parking facilities from time to time including any keycard, sticker or other identification or entrance system and hours of operation. Landlord may refuse to permit any person who violates such Rules to park in the parking facilities, and any violation of the Rules shall subject the car to removal from the parking facilities.

30.2 Tenant acknowledges that the parking facilities may be closed entirely or in part in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the parking facilities, or if required

by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond the operator's reasonable control. In the event of such partial or total closure, Landlord shall use reasonable efforts to provide adequate alternative parking for Tenant and its employees.

30.3 Tenant acknowledges that to the fullest extent permitted by law, Landlord shall have no liability for any damage to property or other items located in the parking areas of the Project (including without limitation, any loss or damage to tenant's automobile or the contents thereof due to theft, vandalism or accident), nor for any personal injuries or death arising out of the use of the parking facilities by Tenant or any Tenant's Parties, unless such loss or damage results from Landlord's gross negligence or willful misconduct. Tenant and Tenant's Parties each hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant or any of Tenant's Parties arising as a result of parking in the parking facilities, or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord or any of its officers, agents, servants or employees for any said causes of action and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the parking facilities. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents.

31. DEFINED TERMS AND HEADINGS.

The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following "Landlord Entities", being Landlord, Landlord's investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The term "rentable area" shall mean the rentable area of the Premises or the Building as calculated by the Landlord on the basis of the plans and specifications of the Building including a proportionate share of any common areas. Tenant hereby accepts and agrees to be bound by the figures for the rentable square footage of the Premises and Tenant's Proportionate Share shown on the Reference Pages; however, Landlord may adjust either or both figures if there is manifest error, addition or subtraction to the Building, remeasurement or other circumstance reasonably justifying adjustment. The term "Building" refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto.

32. TENANT'S AUTHORITY.

If Tenant signs as a corporation, partnership, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Building is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.

Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and

Blocked Persons.” If the foregoing representation is untrue at any time during the Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant.

33. FINANCIAL STATEMENTS AND CREDIT REPORTS.

At Landlord’s request, not more than once annually (except in connection with a proposed sale or financing of the Building), Tenant shall deliver to Landlord a copy, certified by an officer of Tenant as being a true and correct copy, of Tenant’s most recent audited financial statement, or, if unaudited, certified by Tenant’s chief financial officer as being true, complete and correct in all material respects.

34. COMMISSIONS.

Each of the parties represents and warrants to the other that it has not dealt with any broker or finder in connection with this Lease, except as described on the Reference Pages. Landlord and Tenant shall each indemnify, defend and hold the other party harmless from and against any and all claims by any real estate broker or salesman (other than the broker(s) described on the Reference Pages) whom the indemnifying party authorized, retained or employed, or acted by implication to authorize, retain or employ, to act for the indemnifying party in connection with this Lease.

35. TIME AND APPLICABLE LAW.

Time is of the essence of this Lease and all of its provisions. This Lease shall in all respects be governed by the laws of the state in which the Building is located.

36. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Article 9, the terms, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators and assigns of the parties to this Lease.

37. ENTIRE AGREEMENT.

This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations made by the Landlord or any of its representatives or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease.

38. EXAMINATION NOT OPTION.

The parties shall not be bound by this Lease until each has received a copy of this Lease duly executed and delivered by the other. Notwithstanding anything contained in this Lease to the contrary, Landlord may withhold delivery of possession of the Premises from Tenant until such time as Tenant has paid to Landlord any security deposit required by Article 5, the first month’s rent as set forth in Article 3 and any sum owed pursuant to this Lease.

39. RECORDATION.

Tenant shall not record or register this Lease or a short form memorandum hereof without the prior written consent of Landlord, and then shall pay all charges and taxes incident such recording or registration. Landlord shall sign and deliver a mutually agreeable short form memorandum of lease simultaneously with the Lease.

40. LIMITATION OF LANDLORD'S LIABILITY.

Redress for any claim against Landlord under this Lease shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building and any proceeds therefrom first arising after the date of a final judgment against Landlord in favor of Tenant.

41. COUNTERPARTS.

This Lease may be executed in one or more counterparts, including any facsimile or other electronic version of same, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement. Any facsimile or other electronic signature shall constitute a valid and binding method for executing this Lease. Executed counterparts of this Lease exchanged by facsimile transmission or other electronic means shall be fully enforceable.

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Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager’s trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of the Lease Reference Date first set forth above in the Reference Pages.

LANDLORD:	TENANT:
WS NV 15 CROSBY DRIVE, LLC, a Delaware limited liability company	OCULAR THERAPEUTIX, INC., a Delaware corporation
By: <u>/s/ Scott R. Tully</u>	By: <u>/s/ Bradford Smith</u>
Name: Scott R. Tully	Name: Bradford Smith
Title: Manager	Title: CFO
Dated: <u>6/17/2016</u>	Dated: <u>6/15/2016</u>

CERTIFICATIONS

I, Pravin U. Dugel, M.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ocular Therapeutix, Inc.;
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 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 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: August 3, 2026

By: /s/ Pravin U. Dugel, M.D.
Pravin U. Dugel, M.D.
Executive Chair, President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS

I, Jason S. Robins, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ocular Therapeutix, Inc.;
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 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 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: August 3, 2026

By: /s/ Jason S. Robins

Jason S. Robins
Chief Financial Officer
(Principal Financial and Accounting Officer)

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**AS ADOPTED PURSUANT TO****SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Ocular Therapeutix, Inc. (the “Company”) for the period ended June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Parvin U. Dugel, Executive Chairman, President and Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2026

By: /s/ Pravin U. Dugel, M.D.

Pravin U. Dugel, M.D.

Executive Chairman, President and Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,**AS ADOPTED PURSUANT TO****SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Ocular Therapeutix, Inc. (the “Company”) for the period ended June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Jason S. Robins, Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2026

By: /s/ Jason S. Robins

Jason S. Robins

Chief Financial Officer

(Principal Financial and Accounting Officer)
