

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

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)
15 Crosby Drive
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 May 1, 2025, there were 159,299,736 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”, “goals”, “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 clinical trials, including our two registrational Phase 3 clinical trials of AXPAXLI for the treatment of wet age-related macular degeneration, or wet AMD, which we refer to as the SOL-1 and SOL-R trials, and our Phase 2 clinical trial of PAXTRAVA for the reduction of intraocular pressure, or IOP, in patients with primary open-angle glaucoma, or OAG, or ocular hypertension, or OHT;
- any additional clinical trials we might determine in the future to conduct for AXPAXLI or any other product candidate we determine to develop, including any clinical trials that we might conduct for AXPAXLI for the treatment of patients with non-proliferative diabetic retinopathy, or NPDR, and diabetic macular edema, or DME;
- determining our next steps for our product candidate PAXTRAVA for the treatment of patients with OAG or OHT;
- our plans to potentially develop, seek regulatory approval for and commercialize AXPAXLI, PAXTRAVA and any other product candidates that we might develop based on our proprietary bioresorbable hydrogel-based formulation technology ELUTYX;
- 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;
- our plans 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 and 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 DEXTENZA and any of our product candidates, including AXPAXLI;

- 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 PAXTRAVA 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
- our competitive position.

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, 2024, that was filed with the Securities and Exchange Commission, or the SEC, on March 3, 2025, 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, and PAXTRAVA is a trade name which we use to refer to our OTX-TIC product candidate. The U.S. Food and Drug Administration, or FDA, has not approved either AXPAXLI or PAXTRAVA as product names.

PART I—FINANCIAL INFORMATION**Item 1. Financial Statements.****Ocular Therapeutix, Inc.****Condensed Consolidated Balance Sheets
(In thousands, except share and per share data)
(Unaudited)**

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 349,681	\$ 392,102
Accounts receivable, net	25,221	32,388
Inventory	3,269	3,040
Prepaid expenses and other current assets	9,523	13,457
Total current assets	387,694	440,987
Property and equipment, net	10,784	9,389
Restricted cash	1,614	1,614
Operating lease assets	5,828	5,945
Total assets	<u>\$ 405,920</u>	<u>\$ 457,935</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 4,626	\$ 4,176
Accrued expenses and other current liabilities	31,080	35,117
Deferred revenue	64	128
Operating lease liabilities	2,156	1,933
Total current liabilities	37,926	41,354
Other liabilities:		
Operating lease liabilities, net of current portion	4,866	5,345
Derivative liability	13,852	13,246
Deferred revenue, net of current portion	14,000	14,000
Notes payable, net	69,202	68,505
Other non-current liabilities	144	141
Total liabilities	139,990	142,591
Commitments and contingencies (Note 15)		
Stockholders' equity:		
Preferred stock, \$0.0001 par value; 5,000,000 shares authorized and no shares issued or outstanding at March 31, 2025 and December 31, 2024, respectively	—	—
Common stock, \$0.0001 par value; 400,000,000 and 400,000,000 shares authorized and 159,262,024 and 157,749,490 shares issued and outstanding at March 31, 2025 and December 31, 2024, respectively	16	16
Additional paid-in capital	1,221,051	1,206,412
Accumulated deficit	(955,137)	(891,084)
Total stockholders' equity	265,930	315,344
Total liabilities and stockholders' equity	<u>\$ 405,920</u>	<u>\$ 457,935</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	
	March 31,	
	2025	2024
Revenue:		
Product revenue, net	\$ 10,634	\$ 14,715
Collaboration revenue	64	59
Total revenue, net	10,698	14,774
Costs and operating expenses:		
Cost of product revenue	1,262	1,326
Research and development	42,857	20,735
Selling and marketing	14,148	10,183
General and administrative	16,348	14,147
Total costs and operating expenses	74,615	46,391
Loss from operations	(63,917)	(31,617)
Other income (expense):		
Interest income	3,826	3,922
Interest expense	(2,984)	(4,051)
Change in fair value of derivative liabilities	(978)	(5,152)
Loss on extinguishment of debt	—	(27,950)
Total other expense, net	(136)	(33,231)
Net loss	\$ (64,053)	\$ (64,848)
Net loss per share, basic	\$ (0.38)	\$ (0.49)
Weighted average common shares outstanding, basic	169,396,989	132,021,945
Net loss per share, diluted	\$ (0.38)	\$ (0.49)
Weighted average common shares outstanding, diluted	169,396,989	132,021,945

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)

	Three Months Ended	
	March 31,	
	2025	2024
Cash flows from operating activities:		
Net loss	\$ (64,053)	\$ (64,848)
Adjustments to reconcile net loss to net cash used in operating activities		
Stock-based compensation expense	10,456	7,978
Non-cash interest expense	1,436	1,968
Change in fair value of derivative liabilities	978	5,152
Depreciation and amortization expense	981	920
Loss on extinguishment of debt	—	27,950
Changes in operating assets and liabilities:		
Accounts receivable	7,167	(367)
Prepaid expenses and other current assets	3,934	128
Inventory	(229)	(269)
Accounts payable	7	1,693
Operating lease assets	117	413
Accrued expenses	(5,145)	(14,031)
Deferred revenue	(64)	(59)
Operating lease liabilities	(256)	(515)
Net cash used in operating activities	(44,671)	(33,887)
Cash flows from investing activities:		
Purchases of property and equipment	(1,933)	(255)
Net cash used in investing activities	(1,933)	(255)
Cash flows from financing activities:		
Proceeds from exercise of stock options	4,183	4,870
Proceeds from issuance of common stock and pre-funded warrants upon private placement, net of issuance costs	—	316,353
Net cash provided by financing activities	4,183	321,223
Net increase in cash, cash equivalents and restricted cash	(42,421)	287,081
Cash, cash equivalents and restricted cash at beginning of period	393,716	197,571
Cash, cash equivalents and restricted cash at end of period	<u>\$ 351,295</u>	<u>\$ 484,652</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 2,140	\$ 12,967
Supplemental disclosure of non-cash investing and financing activities:		
Additions to property and equipment included in accounts payable and accrued expenses	\$ 564	\$ 392

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)

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total Stockholders' Equity</u>
	<u>Shares</u>	<u>Par Value</u>			
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	<u>159,262,024</u>	<u>\$ 16</u>	<u>\$ 1,221,051</u>	<u>\$ (955,137)</u>	<u>\$ 265,930</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 Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Par Value			
Balances at December 31, 2023	114,963,193	\$ 12	\$ 788,697	\$ (697,578)	\$ 91,131
Issuance of common stock upon exercise of stock options	1,025,384	—	4,870	—	4,870
Issuance of common stock upon vesting of restricted stock units	532,717	—	—	—	—
Issuance of common stock and pre-funded warrants upon private placement, net of issuance costs	32,413,560	3	316,350	—	316,353
Issuance of common stock in connection with conversion of Convertible Notes	5,769,232	—	52,499	—	52,499
Stock-based compensation expense	—	—	7,978	—	7,978
Net loss	—	—	—	(64,848)	(64,848)
Balances at March 31, 2024	<u>154,704,086</u>	<u>\$ 15</u>	<u>\$ 1,170,394</u>	<u>\$ (762,426)</u>	<u>\$ 407,983</u>

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 a fully-integrated biopharmaceutical company committed to redefining the retina experience. AXPAXLI (also known as OTX-TKI), the Company’s investigational product candidate for retinal disease, is an axitinib intravitreal hydrogel based on its ELUTYX proprietary bioresorbable hydrogel-based formulation technology. AXPAXLI is currently in two repeat-dosing Phase 3 clinical trials for the treatment of wet age-related macular degeneration (“wet AMD”), which the Company refers to as the SOL-1 and the SOL-R trials. The Company has also completed a Phase 1 clinical trial of AXPAXLI for the treatment of non-proliferative diabetic retinopathy (“NPDR”), which the Company refers to as the HELIOS trial. The Company is currently planning its next steps for AXPAXLI for the treatment of NPDR and diabetic macular edema (“DME”).

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 ocular itching associated with allergic conjunctivitis in adults and pediatric patients aged two years or older, and in its investigational product candidate PAXTRAVA (also known as OTX-TIC), which is a travoprost intracameral injection that is currently in a Phase 2 clinical trial for the treatment of open-angle glaucoma (“OAG”) or ocular hypertension (“OHT”).

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 March 31, 2025, the Company had an accumulated deficit of \$955,137. Based on its current operating plan which includes estimates of anticipated cash inflows from product sales and cash outflows from operating expenses and capital expenditures, the Company believes that its existing cash and cash equivalents of \$349,681 as of March 31, 2025 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, 2024, filed with the Securities and Exchange Commission (“SEC”) on March 3, 2025. 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, 2024, filed with the SEC on March 3, 2025.

Accounting for Stock-Based Compensation

The Company measures all stock options and other stock-based awards granted to employees, directors, and nonemployees at the fair value on the date of the grant. The fair value of the awards is recognized as expense, net of estimated forfeitures, over the requisite service period, which is generally the vesting period of the respective award. For awards with both service and market conditions, the Company generally determines the requisite service period as the longer of the service period and the period derived from the underlying valuation. The straight-line method of expense recognition is applied to all awards with either service-only conditions or both service and market conditions. For awards that include both service and performance conditions, the Company starts recognizing the fair value of the awards as expense when achievement of the underlying performance conditions is probable, based on the portion of the requisite service period completed.

The Company recognizes compensation expense for only the portion of awards that is expected to vest. In developing a forfeiture rate estimate, the Company has considered its historical experience to estimate pre-vesting forfeitures for service-based awards. The impact of a forfeiture rate adjustment will be recognized in full in the period of adjustment, and if the actual forfeiture rate is materially different from the Company’s estimate, the Company may be required to record adjustments to stock-based compensation expense in future periods.

Compensation expense related to shares purchased through the Company’s employee stock purchase plan, which is considered compensatory, is based on the estimated fair value of the shares on the offering date, including consideration of the discount and the look-back period. The Company estimates the fair value of the shares using a Black-Scholes option pricing model. Compensation expense is recognized over the six-month withholding period prior to the purchase date.

The Company classifies stock-based compensation expense in its consolidated statement of operations and comprehensive loss in the same manner in which the award recipient’s payroll costs are classified or in which the award recipient’s service payments are classified.

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, 2024 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 March 31, 2025 and for the three months ended March 31, 2025 and 2024 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, 2024 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on March 3, 2025. 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 March 31, 2025, the results of operations for the three months ended March 31, 2025 and 2024, and cash flows for the three months ended March 31, 2025 and 2024 have been made. The results of operations for the three months ended March 31, 2025 and 2024 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2025.

Recently Issued Accounting Pronouncements

In December 2023, the FASB issued ASU No. 2023-09 *Income Taxes - Improvements to Income Tax Disclosures*. The amendments require (i) enhanced disclosures in connection with an entity's effective tax rate reconciliation and (ii) income taxes paid disaggregated by jurisdiction. The amendments are effective for annual periods beginning after December 15, 2024. The Company does not expect the adoption of the amendments to have a significant impact on its consolidated financial statements.

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 does not expect the adoption of the amendments to have a 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, 2024, filed with the SEC on March 3, 2025.

Royalties paid under this agreement related to product sales (the "Incept Royalties") were \$511 and \$440 for the three months ended March 31, 2025 and 2024, respectively. The Incept Royalties have been charged to cost of product revenue.

AffaMed License Agreement (out-licensing)

On October 29, 2020, the Company entered into a license agreement (“AffaMed License Agreement”) with AffaMed Therapeutic 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 PAXTRAVA 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, 2024, filed with the SEC on March 3, 2025.

The Company recognized collaboration revenue related to its performance obligation regarding the conduct of a Phase 2 clinical trial of PAXTRAVA (the “Phase 2 Clinical Trial of PAXTRAVA performance obligation”) of \$64 and \$59 for the three months ended March 31, 2025 and 2024, respectively.

As of March 31, 2025, the aggregate amount of the transaction price allocated to the partially unsatisfied Phase 2 Clinical Trial of PAXTRAVA performance obligation was \$64. This amount is expected to be recognized as this performance obligation is satisfied through June 2025.

Deferred revenue activity for the three months ended March 31, 2025 was as follows:

	<u>Deferred Revenue</u>
Deferred revenue at December 31, 2024	\$ 14,128
Amounts recognized into revenue	(64)
Deferred revenue at March 31, 2025	<u>\$ 14,064</u>

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:

	<u>March 31, 2025</u>	<u>March 31, 2024</u>
Cash and cash equivalents	\$ 349,681	\$ 482,888
Restricted cash (current)	—	150
Restricted cash (non-current)	1,614	1,614
Total cash, cash equivalents and restricted cash as shown on the statements of cash flows	<u>\$ 351,295</u>	<u>\$ 484,652</u>

The Company held restricted cash as security deposits for its real estate leases.

5. Inventory

Inventory consisted of the following:

	<u>March 31, 2025</u>	<u>December 31, 2024</u>
Raw materials	\$ 187	\$ 214
Work-in-process	1,805	1,489
Finished goods	1,277	1,337
	<u>\$ 3,269</u>	<u>\$ 3,040</u>

6. Expenses

Accrued expenses and other current liabilities consisted of the following:

	March 31, 2025	December 31, 2024
Accrued payroll and related expenses	\$ 8,383	\$ 14,272
Accrued rebates and programs	4,465	5,265
Accrued professional fees	3,595	1,879
Accrued research and development expenses	12,301	11,054
Accrued interest payable on Barings Credit Facility (Note 9)	736	592
Accrued other	1,600	2,055
	<u>\$ 31,080</u>	<u>\$ 35,117</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 earlier to occur of (i) the six-year anniversary of the Closing Date and (ii) the date that is 91 days prior to the maturity date for the Company’s Convertible Notes (as defined below). 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 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 consolidated statements of operations and comprehensive loss (Note 9).

A summary of the Barings Credit Facility at March 31, 2025 and December 31, 2024 is as follows:

	March 31, 2025	December 31, 2024
Barings Credit Facility	\$ 82,474	82,474
Less: unamortized discount	(13,272)	(13,969)
Total	<u>\$ 69,202</u>	<u>68,505</u>

As of March 31, 2025, the full principal for the Barings Credit Facility of \$82,474 was due for repayment in 2029.

Convertible Notes

On March 1, 2019, the Company issued \$37,500 of convertible notes, which accrued interest at an annual rate of 6% of their outstanding principal amount which was payable, along with the principal amount, at maturity unless earlier converted, repurchased or redeemed (as amended the “Convertible Notes”). The terms and conditions of the Convertible Notes are described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on March 3, 2025.

The Company has determined that the embedded conversion option was required to be separated from the Convertible Notes and has accounted for the embedded conversion option as a freestanding derivative instrument subject to derivative accounting (the “Conversion Option Derivative Liability”).

On March 28, 2024, the Company issued 5,769,232 shares of its common stock with a total fair value of \$52,499 to the holder of the Convertible Notes in connection with the conversion of the principal amount of the Convertible Notes (the “Conversion”) and paid the holder \$11,361 for accrued interest. The extinguishment of obligations under the Convertible Notes and the resulting derecognition of the principal of the Convertible Notes (\$37,500), the unamortized discount (\$27,950), and the Conversion Option Derivative Liability (\$15,000), resulted in a net loss of \$27,950, which was charged to loss on extinguishment of debt on the unaudited condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2024.

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 the 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.

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

	Royalty Fee Derivative Liability
Balance at December 31, 2024	\$ 13,246
Change in fair value	606
Balance at March 31, 2025	<u>\$ 13,852</u>

Convertible Notes

The Convertible Notes (Note 7), which were extinguished in March 2024, contained the Conversion Option Derivative Liability, an embedded conversion option that met the criteria to be bifurcated and accounted for separately from the Convertible Notes. The Conversion Option Derivative Liability was recorded at fair value upon the issuance of the Convertible Notes and was subsequently remeasured to fair value at each reporting period. The Conversion Option Derivative Liability was initially valued and was subsequently remeasured using a “with-and-without” method. The “with-and-without” methodology involved valuing the whole instrument on an as-is basis with the embedded conversion option and then valuing the instrument without the embedded conversion option. The difference between the entire instrument with the embedded conversion option compared to the instrument without the embedded conversion option was the fair value of the derivative, recorded as the Conversion Option Derivative Liability.

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 March 31,	
	2025	2024
Customer 1	39 %	51 %
Customer 2	24	20
Customer 3	8	13

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

	As of	
	March 31, 2025	December 31, 2024
Customer 1	47 %	46 %
Customer 2	27	28
Customer 3	7	8

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	
	March 31,	
	2025	2024
Change in the fair value of the Conversion Option Derivative Liability	\$ —	\$ 2,598
Change in the fair value of Royalty Fee Derivative Liability	(606)	(7,235)
Barings Royalty Fee	(372)	(515)
Total	<u>\$ (978)</u>	<u>\$ (5,152)</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 March 31, 2025 and December 31, 2024 and indicate the level of the fair value hierarchy utilized to determine such fair value:

	Fair Value Measurements as of			
	March 31, 2025 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	\$ 334,599	\$ —	\$ —	\$ 334,599
Liability:				
Derivative liability	\$ —	\$ —	\$ 13,852	\$ 13,852

	Fair Value Measurements as of			
	December 31, 2024 Using:			
	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	\$ 378,112	\$ —	\$ —	\$ 378,112
Liability:				
Derivative liability	\$ —	\$ —	\$ 13,246	\$ 13,246

Barings Credit Agreement and Royalty Fee Derivative Liability

At March 31, 2025, the Barings Credit Facility, net of the Royalty Fee Derivative Liability, was carried at amortized cost totaling \$69,938, comprised of the \$69,202 non-current liability (Note 7) and \$736 accrued interest (Note 6). The estimated fair value of the Barings Credit Facility, without the Royalty Fee Derivative Liability, was \$74,200 at March 31, 2025. At December 31, 2024, the Barings Credit Facility, net of the Royalty Fee Derivative Liability, was carried at amortized cost totaling \$69,097, comprised of the \$68,505 non-current liability (Note 7) and \$592 accrued interest (Note 6). The estimated fair value of the Barings Credit Facility, without the Royalty Fee Derivative Liability, was \$73,608 at December 31, 2024.

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	
	March 31, 2025	December 31, 2024
Revenue volatility	56.7 %	64.0 %
Revenue discount rate	15.5 %	16.0 %

10. Equity

In June 2024, the Company adopted an amendment to its restated certificate of incorporation, as amended, increasing the number of the authorized shares of its common stock by 200,000,000 shares to 400,000,000 shares.

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 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. The 2024 Private Placement closed on February 26, 2024. The Company received total net proceeds from the 2024 Private Placement of approximately \$316,353 after deducting placement agent fees and offering expenses. The Company accounts for the Pre-Funded Warrants as a component of permanent equity. In connection with entering into the Securities Purchase Agreement, also on February 21, 2024, the Company entered into a registration rights agreement with the Investors, pursuant to which the Company agreed to register for resale the Shares and the shares of the Company’s common stock issuable upon exercise of the Pre-Funded Warrants (together with the Shares, the “Registrable Securities”). The Company filed a registration statement regarding the Registrable Securities on Form S-3 with the SEC on March 25, 2024.

In March 2024, the Company issued 5,769,232 shares of its common stock to the holder of the Convertible Notes in connection with the Conversion. The newly issued shares of common stock were valued at fair value, being the closing price of the Company’s common stock on that day, and resulted in an increase in additional paid-in capital of \$52,499.

In August 2021, the Company and Jefferies LLC (“Jefferies”) entered into an Open Market Sale Agreement (the “2021 Sales Agreement”) under which the Company may offer and sell shares of its common stock having an aggregate offering price of up to \$100,000 from time to time through Jefferies, acting as agent. In November 2023, the Company 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 \$100,000 thereunder (the “Sales Agreement Prospectus”). The Company has not offered or sold shares under the 2021 Sales Agreement since the filing of the Sales Agreement Prospectus including during the three months ended March 31, 2025 and 2024, respectively.

11. Stock-Based Awards

For the three months ended March 31, 2025, 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 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, 2024, filed with the SEC on March 3, 2025.

As of March 31, 2025, 2,346,204, 635,606, and 393,055 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 months ended March 31, 2025, the Company granted options to purchase 3,223,226 shares of common stock at a weighted exercise price of \$7.40 per share. Of these, options to purchase 3,057,334 shares of common stock were granted under the 2021 Plan, and options to purchase 165,892 shares of common stock were granted under the 2019 Inducement Plan.

During the three months ended March 31, 2025, the Company granted 2,313,896 RSUs. Of these, 2,267,021 RSUs were granted under the 2021 Plan, and 46,875 RSUs 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 “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 Performance Period are subject to additional service-based vesting requirements through the third anniversary of the grant date. The fair value of each tranche of the PSUs 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. On February 11, 2025, the Company’s board of directors also approved a grant of 2,750,000 performance stock options (the “Performance Option Award”) to the Company’s Executive Chairman, President and Chief Executive Officer under the 2021 Plan which can be earned based on the same conditions as those described above for the PSUs. The Performance Option Award is contingent upon stockholder approval of an increase in the number of shares of common stock authorized under the 2021 Plan and is, in accordance with the guidance of Accounting Standards Codification Topic 718 *Compensation—Stock Compensation*, not deemed granted for financial accounting purposes until such approval is obtained.

During the three months ended March 31, 2025, 1,048,631 stock options and 102,777 RSUs 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	
	March 31,	
	2025	2024
Research and development	\$ 3,018	\$ 1,453
Selling and marketing	1,177	837
General and administrative	6,261	5,688
	<u>\$ 10,456</u>	<u>\$ 7,978</u>

During the three months ended March 31, 2025, the Company modified the terms of certain stock options and RSUs that were previously granted to former executives of the Company, resulting in incremental stock-based compensation expense of \$1,542.

As of March 31, 2025, the Company had an aggregate of \$82,580 of unrecognized stock-based compensation cost, which is expected to be recognized over a weighted average period of 2.88 years.

12. Income Taxes

The Company did not provide for any income taxes in its unaudited condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2025 and 2024, respectively. The Company has provided a valuation allowance for the full amount of its net deferred tax assets because, at March 31, 2025 and December 31, 2024, it was more likely than not that any future benefit from deductible temporary differences and net operating loss and tax credit carryforwards would not be realized.

13. Net Loss Per Share

Basic net loss per share was calculated as follows for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31,	
	2025	2024
Numerator:		
Net loss attributable to common stockholders	\$ (64,053)	\$ (64,848)
Denominator:		
Weighted average common shares outstanding, basic	169,396,989	132,021,945
Net loss per share - basic	\$ (0.38)	\$ (0.49)

For the three months ended March 31, 2025 and 2024, 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 March 31, 2025 and 2024, respectively, the 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 March 31, 2025 and 2024, respectively, from the computation of diluted net loss per share for the three months ended March 31, 2025 and 2024, respectively, because they had an anti-dilutive impact:

	Three Months Ended March 31,	
	2025	2024
Options to purchase common stock	21,182,163	20,660,472
Restricted stock units	4,968,304	3,253,436
Performance stock units	1,500,000	—
	27,650,467	23,913,908

14. 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 Financial Officer and 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 *Summary of Significant Accounting Policies*. 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 March 31,	
	2025	2024
Revenue	\$ 10,698	\$ 14,774
Cost of product revenue	1,262	1,326
Research and development (a)		
Direct program expenses		
AXPAXLI for wet AMD	24,455	5,493
Other clinical and preclinical programs	1,081	3,215
Unallocated expenses		
Personnel costs	8,983	7,128
All other costs	3,255	802
Selling and marketing (a)	12,817	9,262
General and administrative (a)	9,661	8,344
Facilities (b)	1,664	1,923
Stock-based compensation	10,456	7,978
Depreciation	981	920
Interest income	3,826	3,922
Interest expense	(2,984)	(4,051)
Loss from debt extinguishment	—	(27,950)
Other non-operating items	(978)	(5,152)
Net loss	<u>\$ (64,053)</u>	<u>\$ (64,848)</u>

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

(b) excluding stock-based compensation and depreciation

15. Commitments and Contingencies

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.

16. Related Party Transactions

The Company has engaged Boston Image Reading Center LLC (“BIRC”) to provide certain clinical development-related services to the Company. Nadia Waheed, M.D. M.P.H., who has served as the Company’s Chief Medical Officer since June 1, 2024, is a Director of BIRC. For the three months ended March 31, 2025, the Company incurred fees for clinical development-related services rendered by BIRC of \$26. As of March 31, 2025 and December 31, 2024, there was \$0 and \$0 recorded in accounts payable for BIRC, respectively. As of March 31, 2025 and December 31, 2024, there was \$17 and \$5 recorded in accrued expenses for BIRC, respectively.

Jeffrey Heier, M.D., a former member of the Company’s Board of Directors and the Company’s current Chief Scientific Officer, and Peter Kaiser, M.D., the Company’s current Chief Development Officer, are each affiliated with i2Vision, Inc. and its affiliated entities (collectively “i2Vision”). The Company has engaged i2Vision to provide services with respect to the clinical advancement of AXPAXLI. For the three months ended March 31, 2025, the Company recorded a net credit for fees and expenses related to services rendered by i2Vision that were previously recorded as expense of \$165. The Company incurred no fees and expenses related to services rendered by i2Vision for the three months ended March 31, 2024. As of March 31, 2025 and December 31, 2024, there was \$7 and \$132 recorded in accounts payable for i2Vision, respectively. As of March 31, 2025 and December 31, 2024, there was \$(49) and \$383 recorded in accrued expenses for i2Vision, respectively. As of March 31, 2025 and December 31, 2024, there was \$0 and \$176 recorded in prepaid expenses and other current assets for i2Vision, respectively.

The Company has engaged Wilmer Cutler Pickering Hale and Dorr LLP (“WilmerHale”) to provide certain legal services to the Company. Christopher White, who served as the Company’s Chief Business Officer until March 6, 2024, is the brother of a partner at WilmerHale who has not participated in providing legal services to the Company. Upon Mr. White’s departure, WilmerHale ceased to be a related party to the Company. For the three months ended March 31, 2024, the Company incurred fees for legal services rendered by WilmerHale of approximately \$1,080.

The Company had engaged Heier Consulting, LLC (“Heier Consulting”), an entity affiliated with Dr. Heier, to provide advice or expertise on one or more of the Company’s development-stage drug or medical device products relating to retinal diseases or conditions under a consultant agreement (the “Heier Consulting Agreement”). On February 21, 2024, the Company entered into an employment agreement with Dr. Heier (the “Heier Employment Agreement”) under which Dr. Heier agreed to serve as Chief Scientific Officer of the Company. In connection with entering into the Heier Employment Agreement, the Heier Consulting Agreement was terminated. In addition, in connection with his commencement of employment, Dr. Heier resigned from the Company’s board of directors, effective February 21, 2024. Compensation for the consulting services was in the form of cash and stock-based awards. The total grant date fair value of stock-based awards granted to Dr. Heier was \$96, which was recognized to expense on a straight-line basis over the respective vesting periods. The Company incurred cash-based fees for services rendered by Heier Consulting of approximately \$5 for the three months ended March 31, 2024 before the termination of the Heier Consulting Agreement.

17. Subsequent Events

No subsequent events noted.

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, 2024, filed with the SEC on March 3, 2025. 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, 2024 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 a fully-integrated biopharmaceutical company committed to redefining the retina experience. AXPAXLI (also known as OTX-TKI), our investigational product candidate for retinal disease, is an axitinib intravitreal hydrogel based on our ELUTYX proprietary bioresorbable hydrogel-based formulation technology. AXPAXLI is currently in two repeat-dosing Phase 3 clinical trials for the treatment of wet age-related macular degeneration, or wet AMD, which we refer to as the SOL-1 and the SOL-R trials. We have also completed a Phase 1 clinical trial of AXPAXLI for the treatment of non-proliferative diabetic retinopathy, or NPDR, which we refer to as the HELIOS trial. We are currently planning our next steps for AXPAXLI for the treatment of NPDR and diabetic macular edema, or DME.

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 investigational product candidate PAXTRAVA (also known as OTX-TIC), which is a travoprost intracameral injection that is currently in a Phase 2 clinical trial for the treatment of open-angle glaucoma, or OAG, or ocular hypertension, or OHT.

Key Business and Financial Developments

AXPAXLI for wet AMD

The SOL-1 trial

We are currently conducting the SOL-1 trial, a repeat-dosing registrational Phase 3 clinical trial for the treatment of wet AMD. The SOL-1 trial is designed as a prospective, multi-center, randomized, parallel-group trial that involves more than 100 trial sites located in the United States and Argentina. The SOL-1 trial is designed as a superiority trial comparing a single optimized dose of AXPAXLI with a drug load of 450 µg of axitinib to a single injection of aflibercept 2 mg and assessing the safety and efficacy of AXPAXLI in subjects with wet AMD. The primary endpoint is the proportion of subjects who maintain visual acuity, defined as a Best Corrected Visual Acuity, or BCVA, loss of fewer than 15 letters on the Early Treatment of Diabetic Retinopathy Study, or ETDRS, letters chart from baseline at Week 36. This superiority trial has an 8-week loading segment with two monthly aflibercept 2 mg intravitreal injections prior to randomization, thereafter a 52-week treatment segment followed by a 52-week safety segment with re-dosing at Weeks 52 and 76. We believe the inclusion of re-dosing in the design of the SOL-1 trial enhances the potential of the trial to support a 6 - 12 month dosing label for AXPAXLI for the treatment of wet AMD and also should provide insights into the long-term durability of AXPAXLI.

The SOL-1 trial completed the randomization of 344 subjects with a diagnosis of active macular choroidal neovascularization at screening in December 2024. Under the study protocol, 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 approximately 20/20 Snellen equivalent vision or experiencing an improvement of at least 10 ETDRS letters after these injections, in addition to satisfying other criteria, were randomized in the trial at Day 1 to receive either one dose of AXPAXLI 450 µg in the investigational arm or one injection of aflibercept 2 mg in the control arm. At Week 52 and at Week 76, all subjects that were randomized in the trial at Day 1, including subjects who

previously received supplemental anti-VEGF treatment, are re-dosed with their respective initial treatment of a single dose of AXPAXLI 450 µg in the investigational arm or a single injection of aflibercept 2 mg in the control arm and followed for safety until Week 104. Throughout the trial, subjects are assessed monthly and remain masked to treatment assignment.

We are conducting the SOL-1 trial in accordance with a Special Protocol Assessment, or SPA, agreement, as modified, with the FDA. In January 2025, we submitted a proposed SPA agreement modification to the FDA to add a repeat dose of AXPAXLI 450 µg at Week 52 and at Week 76, in each case, after all pre-defined efficacy endpoint assessments, to generate the required safety data for subjects re-dosed with AXPAXLI through Week 104, to support repeat dosing. We received an agreement letter regarding the SPA agreement modification from the FDA in February 2025.

Retention in the SOL-1 trial remains exceptional and the vast majority of rescues, evaluated on a masked basis, continue to be per protocol. We expect topline results for SOL-1 to be available in the first quarter of 2026.

The SOL-R trial

In June 2024, we initiated the SOL-R trial, a repeat-dosing registrational Phase 3 clinical trial for the treatment of wet AMD. The SOL-R trial is designed as a multi-center, double-masked, randomized (2:2:1), three-arm trial that includes sites located in the U.S. and the rest of the world. The trial is intended to randomize approximately 555 subjects that are either treatment naïve or have been diagnosed with wet AMD in the study eye within about four months prior to enrollment. This non-inferiority trial reflects a patient enrichment strategy over the six months prior to randomization that includes three screening doses of any anti-VEGF therapy, excluding brodalumab-dbl, and monitoring to exclude those subjects with significant retinal fluid fluctuations. Subjects that continue to meet eligibility will enter a run-in period and receive two loading doses of aflibercept 2 mg prior to Day 1. In the first arm, subjects will receive a 450 µg dose of AXPAXLI at Day 1 and be re-dosed at Weeks 24, 48, and every 24 weeks through the end of year 2. In the second arm, subjects will receive aflibercept 2 mg on-label every 8 weeks. In the third arm, subjects will receive an 8 mg dose of aflibercept (Eylea HD) at Day 1 and will be re-dosed at Weeks 24, 48, and every 24 weeks, corresponding with the AXPAXLI dosing regimen in the first arm to serve as adequate masking pursuant to current FDA guidance. Subjects will be followed for safety until Week 104. Throughout the trial, subjects are assessed monthly. The primary endpoint is non-inferiority in mean change in BCVA from baseline between the AXPAXLI and on-label aflibercept 2 mg arms at Week 56. As per the protocol agreed to by the FDA, the non-inferiority margin for the lower bound is -4.5 letters of mean BCVA when compared to aflibercept 2 mg dosed every eight weeks. The first subject was enrolled in the SOL-R trial in July 2024.

In a written Type C response received in August 2024, and a subsequent written response received in December 2024, the FDA agreed that the SOL-R repeat dosing wet AMD trial, with a primary endpoint at Week 56, should be appropriate as an adequate and well-controlled trial in support of a potential new drug application, or NDA, and product label for AXPAXLI for the treatment of wet AMD. The FDA also noted that the use of one superiority trial and one non-inferiority trial is generally acceptable as the basis of an eventual NDA in wet AMD.

On January 14, 2025, we announced that, as of January 10, 2025, we had enrolled 311 subjects across various stages of loading and randomization in the SOL-R trial. Enrollment continues to be strong following the recent reduction of target randomization from 825 to approximately 555 subjects.

If we were to obtain favorable results from the SOL-1 trial and the SOL-R trial, we plan to submit an NDA with the FDA for marketing approval of AXPAXLI for the treatment of wet AMD.

AXPAXLI for NPDR and DME

We have completed the HELIOS trial of AXPAXLI for the treatment of NPDR. In late March 2025, the FDA provided positive written feedback on the design of a potential registrational clinical trial for AXPAXLI for the treatment of NPDR. We are actively planning our next steps in the development of AXPAXLI for NPDR and DME and expect to provide further details at a later date.

PAXTRAVA for OAG or OHT

We are conducting a pilot repeat-dose sub-study in the Phase 2 clinical trial to evaluate the safety of a repeat, sustained release dose of PAXTRAVA 26 µg in a small subset of subjects with OAG or OHT. Once we have completed the pilot repeat-dose sub-study, we plan to evaluate whether an end-of-Phase 2 meeting with the FDA is appropriate for determining our next steps for PAXTRAVA for the treatment of OAG or OHT.

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. Our net product revenue was \$10.6 million for the three months ended March 31, 2025, reflecting a decrease of \$4.1 million or 27.7% over the three months ended March 31, 2024. We believe that the decrease in net revenue is primarily attributable to the impact of our pricing strategy on distributor stocking patterns and buying patterns by ASCs, HOPDs and physicians' offices, as well as the recent inclusion of DEXTENZA into the cost performance category of the Centers for Medicare & Medicaid Services' Merit-based Incentive Payment System, or MIPS, for 2025. We anticipate that net revenue on a quarterly basis should increase for the remainder of 2025, driven primarily by expected increases in the number of units sold. This potential increase is based on our expectations that clinicians should adjust to the impact of MIPS, and our plans to increase sales efforts directed towards HOPDs, which receive separate payment for DEXTENZA in 2025 after being ineligible for separate payments in 2024.

In-Market Sales, defined as unit sales from the SDs to ASCs, HOPDs, and physicians' offices, and unit sales made directly by us to ASCs and physicians' offices, were approximately 40,000 units in the three months ended March 31, 2025, a small decrease of approximately 1,000 units compared to the three months ended March 31, 2024. Differences between DEXTENZA's net product revenue as recognized in our unaudited condensed consolidated financial statements and In-Market Sales figures are attributable to distributor stocking patterns.

In June 2024, we submitted the data for our clinical trial to evaluate DEXTENZA in pediatric subjects following cataract surgery to the FDA to fulfill a post-approval requirement of the FDA in connection with the FDA's prior approval of DEXTENZA for the treatment of inflammation and pain following ophthalmic surgery in adults. We received approval of the supplemental NDA for DEXTENZA on April 7, 2025. Therefore, DEXTENZA is now also approved for use in pediatric patients for the treatment of ocular inflammation and pain following ophthalmic surgery, and in pediatric patients aged 2 years and older for the treatment of ocular itching associated with allergic conjunctivitis. The approval of this supplemental NDA provides for pediatric label expansion. We do not expect to generate significant revenue from the use of DEXTENZA in pediatric patients.

Other Developments

The new U.S. administration has announced or imposed a series of tariffs on U.S. trading partners. In response, several countries have threatened or imposed retaliatory measures. At this time, we do not anticipate the tariffs and changes in trade policies in place as of the filing of this Quarterly Report on Form 10-Q to have a significant adverse effect on our business or operations.

Following recent changes more broadly within the FDA, we have not noticed any disruption in the cadence and nature of our dialogue with the FDA to date and continue to maintain productive interactions.

Components of our Financial Performance

Revenue

We record DEXTENZA product sales net of estimated chargebacks, rebates, distribution fees and product returns. These deductions are generally referred to as gross-to-net deductions.

Operating Expenses

Cost of Product Revenue

Cost of product revenue consists 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 with the investigative sites that conduct our clinical trials and under 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 and manufacturing clinical study materials;
- 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;
- costs relating to the supply and manufacturing of product inventory, prior to approval by the FDA or other regulatory agencies of our products; 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 months ended March 31, 2025, our interest-bearing debt included the Barings Credit Facility (\$82.5 million outstanding principal). For the three months ended March 31, 2024, our interest-bearing debt included the Barings Credit Facility (\$82.5 million outstanding principal) and our \$37.5 million unsecured senior

subordinated convertible notes, or the Convertible Notes (\$37.5 million outstanding principal through March 28, 2024, no outstanding principal thereafter).

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. In 2019, in connection with the issuance of our Convertible Notes, we identified an embedded derivative liability, which we were required to measure at fair value at inception and then at the end of each reporting period until the embedded derivative was settled. The settlement of the derivative liability related to the Convertible Notes occurred on March 28, 2024. The changes in fair value of these derivative liabilities are recorded through the condensed consolidated statements of operations and comprehensive loss and are presented under the caption “change in fair value of derivative liabilities”.

Loss on Extinguishment of Debt. In March 2024, the holder of the Convertible Notes converted the Convertible Notes. In connection with the conversion, our obligations under the Convertible Notes extinguished, resulting in a loss on extinguishment.

Results of Operations

Comparison of the Three Months Ended March 31, 2025 and 2024

The following table summarizes our results of operations for the three months ended March 31, 2025 and 2024:

	Three Months Ended March 31,		Increase (Decrease)
	2025	2024 (in thousands)	
Revenue:			
Product revenue, net	\$ 10,634	\$ 14,715	\$ (4,081)
Collaboration revenue	64	59	5
Total revenue, net	<u>10,698</u>	<u>14,774</u>	<u>(4,076)</u>
Costs and operating expenses:			
Cost of product revenue	1,262	1,326	(64)
Research and development	42,857	20,735	22,122
Selling and marketing	14,148	10,183	3,965
General and administrative	16,348	14,147	2,201
Total costs and operating expenses	<u>74,615</u>	<u>46,391</u>	<u>28,224</u>
Loss from operations	<u>(63,917)</u>	<u>(31,617)</u>	<u>(32,300)</u>
Other income (expense):			
Interest income	3,826	3,922	(96)
Interest expense	(2,984)	(4,051)	1,067
Change in fair value of derivative liabilities	(978)	(5,152)	4,174
Loss on extinguishment of debt	—	(27,950)	27,950
Total other expense, net	<u>(136)</u>	<u>(33,231)</u>	<u>33,095</u>
Net loss	<u>\$ (64,053)</u>	<u>\$ (64,848)</u>	<u>\$ 795</u>

Product Revenue, net

Our product revenue, net was \$10.6 million and \$14.7 million for the three months ended March 31, 2025 and 2024, respectively, reflecting a decrease of \$4.1 million year-over-year. All of our product revenue, net, was attributable to sales of DEXTENZA.

Our total gross-to-net provisions, or GTN Provisions, for the three months ended March 31, 2025 and 2024 were 49.4% and 36.1%, respectively, of gross DEXTENZA product sales. Effective April 1, 2025, we increased the wholesale acquisition cost, or WAC, and we concurrently increased the off-invoice discount, or OID, for DEXTENZA as part of our overall pricing strategy. The OID amounts are generally determined at the time of resale by SDs or direct sales to ASCs or physicians’ offices by us. 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. The total GTN

Provisions for the three months ended March 31, 2025 therefore include timing effects related to the increased WAC and OID, as units that we sold to SDs under the pre-April 2025 WAC and OID will be subject to the increased WAC and OID to the extent that such units are subsequently sold as In-Market Sales. The GTN Provisions relative to gross DEXTENZA product sales increased as a result of these changes and are expected to increase with any additional anticipated OID increases. We expect that GTN Provisions relative to gross DEXTENZA product sales will remain at this increased level, or might increase further, for the remainder of 2025 and beyond.

Collaboration Revenue

During the three months ended March 31, 2025, we recognized \$0.1 million of collaboration revenue related to the performance obligation under our license agreement with AffaMed to conduct a Phase 2 clinical trial of PAXTRAVA, compared to \$0.1 million in the three months ended March 31, 2024. We recognize collaboration revenue based on a cost-to-cost method.

Research and Development Expenses

	Three Months Ended		Increase (Decrease)
	March 31,		
	2025	2024	
	(in thousands)		
Direct research and development expenses by program:			
AXPAXLI for wet AMD	\$ 24,455	\$ 5,493	\$ 18,962
AXPAXLI for NPDR	192	832	(640)
PAXTRAVA for OAG or OHT	168	993	(825)
DEXTENZA for post-surgical ocular inflammation and pain	714	593	121
OTX-DED for the short-term treatment of the signs and symptoms of dry eye disease	5	265	(260)
Preclinical programs	2	532	(530)
Unallocated expenses:			
Personnel costs	12,001	8,359	3,642
All other costs	5,320	3,668	1,652
Total research and development expenses	<u>\$ 42,857</u>	<u>\$ 20,735</u>	<u>\$ 22,122</u>

Research and development expenses were \$42.9 million and \$20.7 million for the three months ended March 31, 2025 and 2024, respectively, reflecting an increase of \$22.1 million year-over-year.

Within research and development expenses, expenses for clinical programs increased \$17.4 million, unallocated expenses increased \$5.3 million, and expenses for preclinical programs decreased \$0.5 million.

For the three months ended March 31, 2025, we incurred \$25.5 million in direct research and development expenses for our products and product candidates compared to \$8.7 million for the three months ended March 31, 2024. The increase of \$16.8 million is related to timing and conduct of our various clinical trials for our product candidates, including the progression of the SOL-1 trial, the initiation and progression of the SOL-R trial, and the completion of the HELIOS trial.

We expect that direct research and development expenses for our products and product candidates will continue to increase significantly for the remainder of 2025 and beyond as we progress with the SOL-1 and the SOL-R trials; complete our other ongoing clinical trials; and initiate any other clinical trials of our product candidates that we might determine in the future to conduct. We expect that personnel costs will continue to increase for the remainder of 2025 and beyond.

Selling and Marketing Expenses

	Three Months Ended		Increase (Decrease)
	March 31,		
	<u>2025</u>	<u>2024</u>	
	(in thousands)		
Personnel-related (including stock-based compensation)	\$ 8,734	\$ 7,353	\$ 1,381
Professional fees	3,852	1,563	2,289
Facility-related and other	1,562	1,267	295
Total selling and marketing expenses	<u>\$ 14,148</u>	<u>\$ 10,183</u>	<u>\$ 3,965</u>

Selling and marketing expenses were \$14.1 million and \$10.2 million for the three months ended March 31, 2025 and 2024, respectively, reflecting an increase of \$4.0 million year-over-year.

The increase was primarily due to an increase in professional fees of \$2.3 million; an increase in personnel-related costs, including stock-based compensation, of \$1.4 million; and an increase in facility-related and other costs of \$0.3 million.

We expect our selling and marketing expenses to increase for the remainder of 2025 and beyond as we continue to support the commercialization of DEXTENZA and as we initiate marketing-related precommercial activities for AXPAXLI.

General and Administrative Expenses

	Three Months Ended		Increase (Decrease)
	March 31,		
	<u>2025</u>	<u>2024</u>	
	(in thousands)		
Personnel-related (including stock-based compensation)	\$ 11,007	\$ 9,757	\$ 1,250
Professional fees	3,600	3,818	(218)
Facility-related and other	1,741	572	1,169
Total general and administrative expenses	<u>\$ 16,348</u>	<u>\$ 14,147</u>	<u>\$ 2,201</u>

General and administrative expenses were \$16.3 million and \$14.1 million for the three months ended March 31, 2025 and 2024, respectively, reflecting an increase of \$2.2 million year-over-year.

The increase was primarily due to an increase in personnel-related costs, including stock-based compensation, of \$1.3 million and an increase of \$1.2 million in facility-related and other costs, partially offset by a decrease of \$0.2 million in professional fees.

We anticipate that our general and administrative expenses will increase for the remainder of 2025 and beyond, as we continue to further strengthen our leadership team and other certain functions that support our clinical trials of AXPAXLI, including the SOL-1 trial and the SOL-R trial, and our business in general.

Other Income (Expense), Net

Interest Income. Interest income was \$3.8 million and \$3.9 million for the three months ended March 31, 2025 and 2024, respectively, reflecting a decrease of \$0.1 million year-over-year.

Interest Expense. Interest expense was \$3.0 million and \$4.1 million for the three months ended March 31, 2025 and 2024, respectively, reflecting a decrease of \$1.1 million year-over-year. The decrease is primarily due to lower average balances of debt outstanding as a result of the conversion of the Convertible Notes in March 2024.

Change in Fair Value of Derivative Liabilities. We recognized a net loss from the change in fair values of our derivative liabilities of \$1.0 million and \$5.2 million for the three months ended March 31, 2025 and 2024, respectively. The net loss for the three months ended March 31, 2025 is comprised of a loss of \$0.6 million from the change in the fair value of the derivative liability related to the Barings Credit Agreement, and an expense of \$0.4 million related to royalty fees under the Barings Credit Agreement that we paid or accrued. The net loss for the three months ended March 31, 2024 is comprised of a loss of \$7.2 million from the change in the fair value of the derivative liability related to the Barings Credit Agreement, and \$0.5 million related to royalty fees under the Barings Credit Agreement that we paid or accrued, partially offset by a gain of \$2.6 million from the change in the fair value of the derivative liability related to a conversion option embedded in the Convertible Notes. We cannot predict how the fair value of the derivative liability related to the Barings Credit Agreement will change in the remainder of 2025 and beyond.

Loss on Extinguishment of Debt. We recognized a non-cash loss on extinguishment of debt of \$28.0 million for the three months ended March 31, 2024, resulting from the conversion of the Convertible Notes in March 2024.

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 March 31, 2025, we had cash and cash equivalents of \$349.7 million, and outstanding notes payable with a principal amount of \$82.5 million par value under the Barings Credit Facility.

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 has an exercise price of \$0.001 per share, is currently exercisable and will remain exercisable until exercised in full.

On December 18, 2023, we sold 35,420,000 shares of our common stock in an underwritten public offering at a public offering price of \$3.25 per share. The total net proceeds of the public offering to us were approximately \$107.7 million, after deducting underwriting discounts and commissions and other offering expenses payable by us.

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.

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 having an aggregate offering price of up to \$100.0 million 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, or the Sales Agreement Prospectus. We have not offered or sold shares under the 2021 Sales Agreement since the filing of the Sales Agreement Prospectus. During the year ended December 31, 2023, we sold 1,514,926 shares of common stock under the 2021 Sales Agreement, resulting in net proceeds to us, after accounting for issuance costs, of \$9.5 million.

Funding Requirements

We have a history of incurring significant operating losses. Our net losses were \$64.1 million for the three months ended March 31, 2025, and \$193.5 million, \$80.7 million, and \$71.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. As of March 31, 2025, we had an accumulated deficit of \$955.1 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 trial and the SOL-R trial, and as we support the commercialization of DEXTENZA and the potential commercialization of our product candidates, subject to receiving FDA approval.

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

- continue our ongoing clinical trials, including the SOL-1 and the SOL-R trials, our two registrational Phase 3 clinical trials 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, including any clinical trials that we might conduct for AXPAXLI for the treatment of NPDR and DME;
- 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;
- seek marketing approvals for any of our product candidates that successfully complete clinical development;
- 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;
- 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, including personnel to support our clinical development, manufacturing and commercialization efforts;
- defend ourselves against legal proceedings, if any;
- 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 determines 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 March 31, 2025 will enable us to fund our planned operating expenses, debt service obligations and capital expenditure requirements into 2028. Our planned operating expenses do not include the expenses necessary to conduct a clinical trial of AXPAXLI for NPDR and DME, or to build out our manufacturing capabilities beyond the buildout of our existing manufacturing facilities. 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 outcome of our ongoing clinical trials of AXPAXLI for the treatment of wet AMD;
- the timing, scope, progress, costs and outcome of a potential registrational clinical program of AXPAXLI for the treatment of NPDR and DME;

- 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 PAXTRAVA for the reduction of intraocular pressure, or IOP, in patients with OAG or OHT;
- the level of product sales from DEXTENZA and any additional products for which we obtain marketing approval in the future and the level of third-party reimbursement of such products;
- 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, including cost increases due to inflation;
- the costs of 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 of expanding our facilities to accommodate this scale up and any corresponding growth in personnel;
- 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;
- 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:

	Three Months Ended March 31,	
	2025	2024
Cash used in operating activities	\$ (44,671)	\$ (33,887)
Cash used in investing activities	(1,933)	(255)
Cash provided by financing activities	4,183	321,223
Net increase in cash and cash equivalents	<u>\$ (42,421)</u>	<u>\$ 287,081</u>

Operating activities. Net cash used in operating activities was \$44.7 million for the three months ended March 31, 2025, primarily resulting from our net loss of \$64.1 million, partially offset by non-cash adjustments of \$13.9 million and net favorable changes in operating assets and liabilities of \$5.5 million. Our net loss was primarily attributed to operating expenses of \$74.6 million, which we incurred primarily for research and development activities, selling and marketing activities, and general and administrative activities, partially offset by \$10.7 million of revenue. Non-cash adjustments primarily include stock-based compensation expense of \$10.5 million, non-cash interest expense of \$1.4 million, depreciation and amortization expense of \$1.0 million, and a net non-cash loss related to changes in the fair value of our derivative liability of \$1.0 million. Net cash provided by net favorable changes in our operating assets and liabilities during the three months ended March 31, 2025 consisted primarily of decreases of accounts receivable of \$7.2 million, resulting primarily from decreased sales of DEXTENZA, and decreases of prepaid expenses and other current assets of \$3.9 million, resulting predominantly from our clinical development activities, partially offset by decreases in accrued expenses of \$5.1 million, resulting predominantly from our clinical development activities, and other changes, net, of \$0.4 million.

Net cash used in operating activities was \$33.9 million for the three months ended March 31, 2024, primarily resulting from our net loss of \$64.8 million and net unfavorable changes in operating assets and liabilities of \$13.0 million, partially offset by non-cash adjustments of \$44.0 million. Our net loss was primarily attributed to operating expenses of \$46.4 million, which we incurred primarily for research and development activities, selling and marketing activities, and general and administrative activities, and net non-operating expenses of \$33.2 million, resulting predominantly from the loss on debt extinguishment, partially offset by \$14.8 million of revenue. Non-cash adjustments primarily include a loss on extinguishment of debt of \$28.0 million, stock-based compensation expense of \$8.0 million, a non-cash loss related to changes in the fair value of our derivative liabilities of \$5.2 million, non-cash interest expense of \$2.0 million, and depreciation and amortization expense of \$0.9 million. Net cash used by net unfavorable changes in our operating assets and liabilities during the three months ended March 31, 2024 consisted primarily of decreases of accrued expenses of \$14.0 million, partially offset by other changes, net, of \$1.0 million.

Investing activities. Net cash used in investing activities was \$1.9 million for the three months ended March 31, 2025, consisting of cash used to purchase property and equipment and leasehold improvements. Net cash used in investing activities was \$0.3 million for the three months ended March 31, 2024, consisting of cash used to purchase property and equipment, primarily consisting of leasehold improvements.

Financing activities. Net cash provided by financing activities for the three months ended March 31, 2025 was \$4.2 million and consisted of proceeds from the exercise of stock options. Net cash provided by financing activities for the three months ended March 31, 2024 was \$321.2 million and consisted of total net proceeds from the issuance of common stock and pre-funded warrants in a private placement of approximately \$316.4 million, and proceeds from the exercise of stock options of \$4.9 million.

Contractual Obligations and Commitments

	Total	Less Than 1 Year	1 to 3 Years	3 to 5 Years	More than 5 Years
	(in thousands)				
Operating lease commitments	\$ 8,534	\$ 3,135	4,974	425	—
Barings Credit Agreement	82,474	—	—	82,474	—
Total	<u>\$ 91,008</u>	<u>\$ 3,135</u>	<u>\$ 4,974</u>	<u>\$ 82,899</u>	<u>\$ —</u>

The table above includes our enforceable and legally binding obligations and future commitments at March 31, 2025, as well as obligations related to contracts that we are likely to continue, regardless of the fact that they may be cancelable at March 31, 2025. 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 and the SOL-R 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 that expire in July 2027 and July 2028, and leases of equipment that expire between 2026 and 2028.

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, 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, 2024, filed with the SEC on March 3, 2025.

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 March 31, 2025, we had cash and cash equivalents of \$349.7 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 March 31, 2025, 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 March 31, 2025, 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 March 31, 2025, the Royalty Fee Derivative Liability was valued at \$13.9 million. As of March 31, 2025, 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 of 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 March 31, 2025. 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 March 31, 2025, 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 March 31, 2025 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. We are not presently a party to any material legal proceedings, nor to the knowledge of management are any material legal proceedings threatened against us.

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, 2024, which was filed with the Securities and Exchange Commission, or SEC, on March 3, 2025, 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.

The following table describes, for the quarterly period covered by this report, each trading arrangement for the sale or purchase of our securities adopted or terminated by our directors and officers 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):

Name (Title)	Action Taken (Date of Action)	Type of Trading Arrangement	Nature of Trading Arrangement	Duration of Trading Arrangement	Aggregate Number of Securities
Pravin U. Dugel (Executive Chairman, President and Chief Executive Officer)	Adoption (February 11, 2025)	Durable Rule 10b5-1 trading arrangement for sell-to-cover transactions relating to all PSUs that have or may be granted	Sale	Until final settlement of any covered PSUs	Indeterminable (1)

- (1) The number of shares subject to covered PSUs that will be sold to satisfy applicable tax withholding obligations upon vesting is unknown as the number will vary based on the extent to which vesting conditions are satisfied, the market price of the Company’s common stock at the time of settlement and the potential future grant of additional PSUs subject to this arrangement. This trading arrangement, which applies to PSUs that have or may be granted, provides for the automatic sale of shares that would otherwise be issuable on each settlement date of a covered PSU in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

In addition, in Item 9B of Part II of our Annual Report on Form 10-K for the year ended December 31, 2024, we inadvertently omitted the disclosure of a new Rule 10b5-1 trading arrangement entered into by one of our officers during the fourth quarter of 2024. The terms of this 10b5-1 trading arrangement are described below:

Name (Title)	Action Taken (Date of Action)	Type of Trading Arrangement	Nature of Trading Arrangement	Duration of Trading Arrangement	Aggregate Number of Securities
Todd D.C. Anderman (Chief Legal Officer)	Adoption (October 7, 2024)	Durable Rule 10b5-1 trading arrangement for sell-to-cover transactions relating to all RSUs that have or may be granted	Sale	Until final settlement of any covered RSUs	Indeterminable (1)

- (1) The number of shares subject to covered RSUs that will be sold to satisfy applicable tax withholding obligations upon vesting is unknown as the number will vary based on the extent to which vesting conditions are satisfied, the market price of the Company’s common stock at the time of settlement and the potential future grant of additional RSUs subject to this arrangement. This trading arrangement, which applies to RSUs that have or may be granted, provides for the automatic sale of shares that would otherwise be issuable on each settlement date of a covered RSU in an amount sufficient to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to the Company in satisfaction of the applicable withholding obligation.

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	
3.1	Restated Certificate of Incorporation of the Registrant, as amended	10-Q	001-36554	8/7/2024	3.1	
10.1	Amendment No. 1 to the Employment Agreement by and between the Registrant and Dr. Jeffrey Heier, dated as of March 1, 2025	10-K	001-36554	3/3/2025	10.49	
10.2	Amendment No. 2 to the Employment Agreement by and between the Registrant and Dr. Peter Kaiser, dated as of March 1, 2025	10-K	001-36554	3/3/2025	10.52	
10.3	Restricted Stock Unit Agreement by and between the Registrant and Dr. Pravin U. Dugel, dated as of February 11, 2025					X
10.4	Performance Stock Unit Agreement by and between the Registrant and Dr. Pravin U. Dugel, dated as of February 11, 2025					X
10.5	Performance Stock Option Agreement by and between the Registrant and Dr. Pravin U. Dugel, dated as of February 11, 2025					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

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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

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: May 5, 2025

By: /s/ Donald Notman

Donald Notman
Chief Financial Officer and Chief Operating Officer
(Principal Financial and Accounting Officer)

OCULAR THERAPEUTIX, INC.

RESTRICTED STOCK UNIT AGREEMENT

Ocular Therapeutix, Inc. (the "Company") hereby grants the following restricted stock units pursuant to its 2021 Stock Incentive Plan, as amended. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of recipient (the " <u>Participant</u> "):	Dr. Pravin Dugel
Grant Date:	February 11, 2025
Number of restricted stock units (" <u>RSUs</u> ") granted:	1,250,000
Number, if any, of RSUs that vest immediately on the Grant Date:	0
RSUs that are subject to vesting schedule:	1,250,000
Vesting Start Date:	February 11, 2025

Vesting Schedule:

<u>Vesting Date:</u>	<u>Number of RSUs that Vest:</u>
February 11, 2026	One-third of the total number of RSUs granted
February 11, 2027	One-third of the total number of RSUs granted
February 11, 2028	One-third of the total number of RSUs granted
All vesting is dependent on the Participant remaining an Eligible Participant, except as provided	

Signature Page follows

/s/ Pravin U. Dugel, MD

Signature of Participant

Street Address

City/State/Zip Code

By: /s/ Donald Notman

Name of Officer: Donald Notman

Title: Chief Operating Officer and Chief Financial Officer

Signature of Participant's Spouse (if applicable)*

Street Address

City/State/Zip Code

* Required for Participants residing in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Wisconsin, or the Commonwealth of Puerto Rico.

Ocular Therapeutix, Inc.

Restricted Stock Unit Agreement
Incorporated Terms and Conditions

1. Award of Restricted Stock Units. In consideration of services rendered and to be rendered to the Company, by the Participant, the Company has granted to the Participant, subject to the terms and conditions set forth in this Restricted Stock Unit Agreement (this "Agreement") and in the Company's 2021 Stock Incentive Plan, as amended (the "Plan"), an award with respect to the number of restricted stock units (the "RSUs") set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"). Each RSU represents the right to receive one share of common stock, \$0.0001 par value per share, of the Company (the "Common Stock") upon vesting of the RSU, subject to the terms and conditions set forth herein.

2. Vesting. The RSUs shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant (the "Vesting Schedule"). Any fractional shares resulting from the application of any percentages used in the Vesting Schedule shall be rounded down to the nearest whole number of RSUs. As soon as practicable after the vesting of the RSU, the Company will deliver to the Participant, for each RSU that becomes vested, one share of Common Stock, subject to the payment of any taxes pursuant to Section 7. The Common Stock will be delivered to the Participant as soon as practicable following each vesting date, but in any event within 30 days of such date.

3. Forfeiture of Unvested RSUs Upon Termination of Employment.

(a) Except as provided immediately below in clause (b), in the event that the Participant ceases to be an Eligible Participant (as defined below) for any reason or no reason, with or without Cause (as defined in the employment agreement entered into between the Participant and the Company, dated as of February 21, 2024, the "Employment Agreement"), all of the RSUs that are unvested as of the time of such termination of employment shall be forfeited immediately and automatically to the Company, without the payment of any consideration to the Participant, effective as of such termination. The Participant shall have no further rights with respect to the unvested RSUs or any Common Stock that may have been issuable with respect thereto. The Participant shall be an "Eligible Participant" if the Participant is an employee, or officer or member of the Board or a consultant (and being a member of the Board or a consultant shall be treated as "employment" for purposes of this Agreement) of the Company or any other entity the employees or officers of which are eligible to receive awards of RSUs under the Plan.

(b) In the event of the Participant ceases to be an Eligible Participant due to termination of employment by the Company without Cause, the Participant resigns with Good Reason (as defined in the Employment Agreement as modified below in Section 3(c) hereof), or on account of the Participant's death or Disability (as defined in the Employment Agreement), any unvested RSUs on the date of such termination that would have vested and become nonforfeitable within the 18-month period following the date of such termination shall become vested and nonforfeitable as of the date of Payment Date (as defined in the Employment Agreement). Notwithstanding Section 4(b)(ii) of the Employment Agreement (which shall not be applicable to the RSUs and this Agreement), this Section 3(b) shall apply to and govern this Agreement and the RSUs in connection with the Participant ceasing to be

an Eligible Participant due to termination of employment by the Company without Cause, the Participant's resignation with Good Reason, or on account of death or Disability of the Participant. For the avoidance of doubt, this the provisions of this Section 3(b) shall be subject to and conditioned on the execution and non-revocation of the Release (as defined in the Employment Agreement) and the related timing requirements set forth in Section 4(b) of the Employment Agreement and the other terms and conditions to severance benefits set forth in Sections 4(c), 4(d), 4(e), and 5 of the Employment Agreement.

(c) Notwithstanding Section 3(c)(iii) of the Employment Agreement, the Participant shall not be entitled to, and the Company shall not be obligated to and the Board does not intend to issue to the Participant, an annual equity award in or for calendar year 2026. The Participant acknowledges and agrees that not receiving such annual equity award in or for calendar year 2026 shall not constitute Good Reason for the purposes of the Employment Agreement or this Agreement.

(d) The Company and the Participant agree that Good Reason for the purposes of the Employment Agreement and this Award shall include a material adverse change by the Company in the Participant's title, duties, authority or responsibilities as Chief Executive Officer of the Company which causes the Participant's position with the Company to become of materially less responsibility or authority, including following a Corporate Change, the Participant's no longer being Chief Executive Officer of a publicly traded entity, where such change is not remedied within ten (10) business days after written notice thereof by the Participant.

4. Corporate Change. If (x) a Corporate Change (as defined in the Employment Agreement) occurs and (y) the Participant ceases to be an Eligible Participant due to termination of employment by the Company without Cause, the Participant's resignation with Good Reason, or on account of death or Disability of the Participant, in each case, within the period of time commencing 90 days prior to and ending 18 months following the Corporate Change, then all of the RSUs that are unvested as of the time of cessation shall become fully vested and nonforfeitable upon the Payment Date.

5. Restrictions on Transfer. The Participant shall not sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any RSUs, or any interest therein. The Company shall not be required to treat as the owner of any RSUs or issue any Common Stock to any transferee to whom such RSUs have been transferred in violation of any of the provisions of this Agreement.

6. Rights as a Stockholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the RSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the RSUs. Notwithstanding the forgoing, the Participant shall have 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

7. Provisions of the Plan. This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement, provided, that, in the event of any conflict or inconsistency between the provision of this Agreement and the Plan, the terms of this Agreement shall prevail.

8. Tax Matters.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of RSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the RSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the RSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986, as amended, (the "Code") is available with respect to RSUs.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting and/or settlement of the RSUs. To the extent the Participant has not previously executed and delivered to the Company effective durable sell-to-cover instructions that by their terms would cover any taxes required by law to be withheld with respect to the vesting and/or settlement of the RSUs, at such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and the Participant is not subject to any restriction on trading activities with respect to the Common Stock pursuant to any Company insider trading or other policy, the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Durable Automatic Sell-to-Cover Instructions") as the means of satisfying such tax obligation. If the Participant has not executed the Durable Automatic Sell-to-Cover Instructions prior to an applicable vesting and/or settlement date, then the Participant agrees that, if under applicable law the Participant will owe taxes at such vesting and/or settlement date on the portion of the award then vested or settled, the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

9. Miscellaneous.

(a) Section 409A. The RSUs awarded pursuant to this Agreement are intended to be exempt from or comply with the requirements of Section 409A of the Code and the Treasury Regulations issued thereunder ("Section 409A"). The delivery of shares of Common Stock on the vesting of the RSUs may not be accelerated or deferred unless permitted or required by Section 409A.

(b) Participant's Acknowledgements. The Participant acknowledges that he: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and

execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has adopted or may adopt in the future that is applicable to all executive officers of the Company.

(c) Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Participant.

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTIONS

This Durable Automatic Sell-to-Cover Instruction (this "Instruction"), which is being delivered to Ocular Therapeutix, Inc. (the "Company") by the undersigned on the date set forth below (the "Adoption Date"), relates to the Covered RSUs (as defined following my signature below). This Instruction provides for "eligible sell-to-cover transactions" (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the "Exchange Act")) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered RSUs in accordance with the applicable RSU's terms, whether vesting is based on the passage of time or the achievement of performance goals, I will have compensation income equal to the fair market value of the shares of the Company's Common Stock subject to the RSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered RSUs through an automatic sale of a portion of the shares of the Company's Common Stock that would otherwise be issuable to me on each applicable settlement date, such portion to be in an amount sufficient to satisfy such withholding obligation, with the proceeds of such sale delivered to the Company in satisfaction of such withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive plans and the sale of securities by plan participants thereunder pursuant to a platform administered by a third party (the "Administrator") and the Administrator's designated brokerage partner.

Upon the settlement of any of my Covered RSUs pursuant to the Agreement after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the later of: (i) the 90th day following the Adoption Date or (ii) two business days following the disclosure of the Company's financial results in Form 10-Q or Form 10-K for the completed fiscal quarter in which the Adoption Date occurs (or, with respect to this clause (ii), if sooner, the 120th day after the Adoption Date)(the "Cooling-Off Period"), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of the Company's Common Stock issuable with respect to such RSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer (if I am no longer serving in such role), the Chief Financial Officer and the Corporate Counsel, and any of them acting alone and with full power of

substitution, to serve as my attorneys- in-fact to arrange for the sale of shares of the Company's Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered RSUs, this Instruction shall be void *ab initio* with respect to such Covered RSUs.

I hereby certify that, as of the Adoption Date:

- (i) I am not prohibited from entering into this Instruction by the Company's insider trading policy or otherwise;**
- (ii) I am not aware of any material nonpublic information about the Company or its Common Stock; and**
- (iii) I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.**

/s/ Pravin U. Dugel, MD

Print Name: Pravin U. Dugel, MD

Date: February 11, 2025

Covered RSUs:

The following restricted stock units ("RSUs") are covered by this Instruction. Check all applicable boxes:

The first award of RSUs granted to me on or after February 22, 2024, and any RSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted RSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding RSUs that were granted to me by the Company prior to the Adoption Date that

(1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted RSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs, and therefore do not permit sell-to-cover transactions.

With respect to any RSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a "Prior Instruction"), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

OCULAR THERAPEUTIX, INC.

PERFORMANCE STOCK UNIT AGREEMENT

Ocular Therapeutix, Inc. (the “Company”) hereby grants the following performance stock units pursuant to its 2021 Stock Incentive Plan, as amended. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of recipient (the “ <u>Participant</u> ”):	Dr. Pravin Dugel
Grant Date:	February 11, 2025
Number of performance stock units (“ <u>PSUs</u> ”) granted:	1,500,000

Vesting Schedule

The PSUs shall vest in accordance with the terms set forth in Exhibit A to this Agreement. All vesting is dependent on the Participant remaining employed by or providing services to the Company, except as provided herein.

OCULAR THERAPEUTIX, INC.

/s/ Pravin U. Dugel, MD

 Signature of Participant

 Street Address

 City/State/Zip Code

By: /s/ Donald Notman

 Name of Officer: Donald Notman
 Title: Chief Operating Officer and Chief Financial Officer

 Signature of Participant’s Spouse (if applicable)*

 Street Address

 City/State/Zip Code

* Required for Participants residing in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Wisconsin, or the Commonwealth of Puerto Rico.



Ocular Therapeutix, Inc.

Performance Stock Unit Agreement
Incorporated Terms and Conditions

1. Award of Performance Stock Units. In consideration of the Participant's employment with the Company, the Company has granted to the Participant, subject to the terms and conditions set forth in this Performance Stock Unit Agreement (this "Agreement") and in the Company's 2021 Stock Incentive Plan, as amended (the "Plan"), an award with respect to the number of performance stock units (the "PSUs") set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"). Each PSU represents the right to receive one share of common stock, \$0.0001 par value per share, of the Company (the "Common Stock") upon achievement of the performance goals set forth in Exhibit A hereto, subject to the terms and conditions set forth herein.
 2. Vesting Schedule. The PSUs shall vest pursuant to the terms and conditions set forth in Exhibit A. The number of shares of Common Stock to be issued to the Participant hereunder from time to time shall be determined in accordance with Exhibit A and the Company will deliver to the Participant, for each PSU that vests, one share of Common Stock, subject to the payment of any taxes pursuant to Section 7. The Common Stock will be delivered to the Participant as soon as practicable following each Vesting Date in accordance with Exhibit A, but in any event within 30 days of such date.
 3. Termination of Employment. The provisions of Exhibit A shall apply in connection with the termination of employment of the Participant. The Participant shall be considered to be in "employment" if the Participant is an employee, or officer or member of the Board or a consultant (and being a member of the Board or a consultant shall be treated as "employment" for purposes of this Agreement) of the Company or any other entity the employees or, officers of which are eligible to receive awards of PSUs under the Plan.
 4. Restrictions on Transfer. The Participant shall not sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any PSUs, or any interest therein. The Company shall not be required to treat as the owner of any PSUs or issue any Common Stock to any transferee to whom such PSUs have been transferred in violation of any of the provisions of this Agreement.
 5. Rights as a Stockholder. The Participant shall have no rights as a stockholder of the Company with respect to any shares of Common Stock that may be issuable with respect to the PSUs until the issuance of the shares of Common Stock to the Participant following the vesting of the PSUs. Notwithstanding the forgoing, the Participant shall have 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 PSUs with respect to which paid. No interest will be paid on Dividend Equivalents.
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6. Provisions of the Plan. This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement, provided, that, in the event of any conflict or inconsistency between the provisions of this Agreement and the Plan, the terms of this Agreement, including Exhibit A attached hereto, shall prevail.

7. Tax Matters.

(a) Acknowledgments; No Section 83(b) Election. The Participant acknowledges that he is responsible for obtaining the advice of the Participant's own tax advisors with respect to the award of PSUs and the Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents with respect to the tax consequences relating to the PSUs. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's tax liability that may arise in connection with the acquisition, vesting and/or disposition of the PSUs. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986, as amended, (the "Code") is available with respect to PSUs.

(b) Withholding. The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local or other taxes of any kind required by law to be withheld with respect to the vesting and/or settlement of the PSUs. To the extent the Participant has not previously executed and delivered to the Company effective durable sell-to-cover instructions that by their terms would cover any taxes required by law to be withheld with respect to the vesting and/or settlement of the PSUs, at such time as the Participant is not aware of any material nonpublic information about the Company or the Common Stock and the Participant is not subject to any restriction on trading activities with respect to the Common Stock pursuant to any Company insider trading or other policy, the Participant shall execute the instructions set forth in Schedule A attached hereto (the "Durable Automatic Sell-to-Cover Instructions") as the means of satisfying such tax obligation. If the Participant has not executed the Durable Automatic Sell-to-Cover Instructions prior to an applicable vesting date, then the Participant agrees that, if under applicable law the Participant will owe taxes at such vesting and/or settlement date on the portion of the award then vested or settled, the Company shall be entitled to immediate payment from the Participant of the amount of any tax required to be withheld by the Company. The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

8. Miscellaneous.

(a) Section 409A. The PSUs awarded pursuant to this Agreement are intended to be exempt from or comply with the requirements of Section 409A of the Code and the Treasury Regulations issued thereunder ("Section 409A"). The delivery of shares of Common Stock on the vesting of the RSUs may not be accelerated or deferred unless permitted or required by Section 409A.

(b) Participant's Acknowledgements. The Participant acknowledges that he: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily

declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) agrees that in accepting this award, the Participant will be bound by any clawback policy that the Company has adopted or may adopt in the future that is applicable to all executive officers of the Company.

9. Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Participant.

EXHIBIT A

Performance Stock Unit Award Conditions

Performance Goals

The number of shares of Common Stock (the “Shares”) that are eligible to be earned pursuant to this Agreement (this “Award”), if any, will be determined based on the level of the achievement of the performance goals (as set forth in this Exhibit A) consisting of achievement of the specific share price hurdles set forth in the table below (each, a “Share Price Hurdle”), during the five-year period commencing on the Grant Date and ending on the fifth anniversary of the Grant Date (the “Performance Period”).

Share Price Hurdle achievement will be measured on a rolling basis based on the unrounded simple average of the closing Share prices (non-volume weighted) for any trailing sixty (60) consecutive calendar days that are all within the Performance Period up to and including the day of measurement.

A Share Price Hurdle can be achieved at any time during the Performance Period, provided that each Share Price Hurdle may be achieved only once during the Performance Period and there shall be no linear interpolation between levels of Share Price Hurdles. The table below sets forth the Total Number of Shares Subject to the Award that are earned upon the achievement of each Share Price Hurdle (Shares that are earned upon achievement of a Share Price Hurdle are referred to as “Earned Shares”, and the date as of which the Share Price Hurdle has been achieved is referred to as a “Share Price Hurdle Achievement Date”). The Share Price Hurdle and Total Number of Shares subject to the Award shall be equitably adjusted pursuant to and in accordance with Section 9(a) of the Plan.

Except as set forth below, any Earned Shares will vest on the earlier of (a) the Share Price Hurdle Achievement Date, provided that such Share Price Hurdle Achievement Date occurs at least three years following the Grant Date and that the Participant has remained continuously employed by (or otherwise a Board member of or service provider to (which shall be treated as “employment” for purposes of this Agreement)) the Company during the period between the Grant Date and the Share Price Hurdle Achievement Date, and (b) the three-year anniversary of the Grant Date, provided that the Participant has remained continuously employed by the Company between the Grant Date and such three-year anniversary date (each, if applicable, a “Vesting Date”). The Company shall have no obligation to issue any Shares that are not Earned Shares as of the fifth anniversary of the Grant Date and the Award shall terminate automatically with respect to such unearned Shares as of such date.

Tranche	Share Price Hurdle	Total Number of Shares Subject to the Award
1	\$15.00	375,000
2	\$20.00	375,000
3	\$25.00	375,000
4	\$30.00	375,000

Termination of Employment

In accordance with Section 4(b)(ii) of the employment agreement entered into between the Participant and the Company, dated as of February 21, 2024 (the “Employment Agreement”), the provisions of this Agreement, including this Exhibit A, shall apply to and govern this Award in connection with any termination of employment of the Participant and the provisions of Section 4(b)(ii) of the Employment Agreement shall not apply in any respect to this Award.

If the Participant’s employment with the Company terminates for any reason prior to any applicable Vesting Date for any Shares, then, except as set forth below, the Company shall have no further obligation to issue any Shares, whether or not such Shares are Earned Shares, to the Participant under this Agreement and this Award shall terminate automatically with respect to all Shares as of such date.

Notwithstanding the foregoing and subject to the execution and non-revocation of the Release (as defined in the Employment Agreement) and the related timing requirements set forth in Section 4(b) of the Employment Agreement and the other terms and conditions to severance benefits set forth in Sections 4(c), 4(d), 4(e), and 5 of the Employment Agreement, in the event of a termination of the Participant’s employment by the Company without Cause, the Participant’s resignation for Good Reason, or termination of the Participant’s employment on account of the death or Disability of the Participant (with Cause, Good Reason, and Disability each as defined in the Employment Agreement and the definition of Good Reason is modified as set forth below):

(x) any Earned Shares shall become fully vested and nonforfeitable as of the Payment Date (as defined in the Employment Agreement),

(y) if a Share Price Hurdle is achieved on or during the 18-month period following the date of termination of the Participant’s employment (whether in the ordinary course or in connection with a Corporate Change), then the Shares corresponding to such Share Price Hurdle shall become vested and nonforfeitable as of the Share Price Hurdle Achievement Date notwithstanding the obligation of the Participant to remain continuously employed by the Company through the three-year anniversary of the Grant Date, and

(z) this Award will terminate automatically on the 18-month anniversary of the date of the Participant’s termination of employment without Cause, for Good Reason or on account of death or Disability with respect to any unearned Shares as of such date.

Change of Control

Upon a Corporate Change (as defined in the Employment Agreement) during the term of the Award, provided that (x) the Participant remains employed by the Company upon the closing of such Corporate Change or (y) the Participant ceases to be an Eligible Participant due to termination of employment by the Company without Cause, the Participant’s resignation with Good Reason, or on account of death or Disability of the Participant, in each case, within the period of time commencing 90 days prior to the closing of the Corporate Change (notwithstanding the obligation of the Participant to remain continuously employed by the Company through the three-year anniversary of the Grant Date):

(i) any service-based vesting conditions on the PSUs will be deemed satisfied;

(ii) any Earned Shares as of immediately prior to the closing of the Corporate Change that have not vested or been forfeited shall become vested and nonforfeitable immediately prior to the closing of the Corporate Change; and

(iii) Shares that are not Earned Shares and have not vested or been forfeited as of immediately prior to the closing of the Corporate Change shall become earned, vested and nonforfeitable immediately prior to the closing of the Corporate Change with respect to any Tranches for which the Share Price Hurdle is less than the Per Share Transaction Price, without regard to the 60-calendar day average requirement.

For purposes of the foregoing, "Per-Share Transaction Price" means the per-share amount payable or available for distribution to holders of Common Stock (whether in cash or in securities or property) in connection with the Corporate Change, as reasonably determined by the Board in good faith.

For the avoidance of doubt, any portion of the Shares that are not earned and have not become vested and non-forfeitable under clause (i) or (ii) will be forfeited at the closing of the Corporate Change.

Annual Equity Grant; Employment Agreement

Notwithstanding Section 3(c)(iii) of the Employment Agreement, the Participant shall not be entitled to, and the Company shall not be obligated to and the Board does not intend to issue to the Participant, an annual equity award in or for calendar year 2026. The Participant acknowledges and agrees that not receiving such annual equity award in or for calendar year 2026 shall not constitute Good Reason for the purposes of the Employment Agreement or this Award.

The Company and the Participant agree that Good Reason for the purposes of the Employment Agreement and this Award shall include a material adverse change by the Company in the Participant's title, duties, authority or responsibilities as Chief Executive Officer of the Company which causes the Participant's position with the Company to become of materially less responsibility or authority, including following a Corporate Change, the Participant's no longer being Chief Executive Officer of a publicly traded entity, where such change is not remedied within ten (10) business days after written notice thereof by the Participant.

DURABLE AUTOMATIC SELL-TO-COVER INSTRUCTIONS

This Durable Automatic Sell-to-Cover Instruction (this "Instruction"), which is being delivered to Ocular Therapeutix, Inc. (the "Company") by the undersigned on the date set forth below (the "Adoption Date"), relates to the Covered PSUs (as defined following my signature below). This Instruction provides for "eligible sell-to-cover transactions" (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Securities Exchange Act of 1934 (the "Exchange Act")) and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c)(1) under the Exchange Act.

I acknowledge that upon vesting and settlement of any Covered PSUs in accordance with the applicable PSU's terms, I will have compensation income equal to the fair market value of the shares of the Company's Common Stock subject to the PSUs that are settled on such settlement date and that the Company is required to withhold income and employment taxes in respect of that compensation income.

I desire to establish a plan and process to satisfy such withholding obligation in respect of all Covered PSUs through an automatic sale of a portion of the shares of the Company's Common Stock that would otherwise be issuable to me on each applicable settlement date, such portion to be in an amount sufficient to satisfy such withholding obligation, with the proceeds of such sale delivered to the Company in satisfaction of such withholding obligation.

I understand that the Company has arranged for the administration and execution of its equity incentive plans and the sale of securities by plan participants thereunder pursuant to a platform administered by a third party (the "Administrator") and the Administrator's designated brokerage partner.

Upon the settlement of any of my Covered PSUs pursuant to the Agreement after the 30th day following the Adoption Date (or if I am an officer of the Company on the Adoption Date, after the later of: (i) the 90th day following the Adoption Date or (ii) two business days following the disclosure of the Company's financial results in Form 10-Q or Form 10-K for the completed fiscal quarter in which the Adoption Date occurs (or, with respect to this clause (ii), if sooner, the 120th day after the Adoption Date) (the "Cooling-Off Period"), I hereby appoint the Administrator (or any successor administrator) to automatically sell such number of shares of the Company's Common Stock issuable with respect to such PSUs that vested and settled as is sufficient to generate net proceeds sufficient to satisfy the Company's minimum statutory withholding obligations with respect to the income recognized by me in connection with the vesting and settlement of such RSUs (based on minimum statutory withholding rates for all tax purposes, including payroll and social security taxes, that are applicable to such income), and the Company shall receive such net proceeds in satisfaction of such tax withholding obligation.

I hereby appoint the Chief Executive Officer (if I am no longer serving in such role), the Chief Financial Officer and the Corporate Counsel, and any of them acting alone and with full power of substitution, to serve as my attorneys-in-fact to arrange for the sale of shares of the

Company's Common Stock in accordance with this Instruction. I agree to execute and deliver such documents, instruments and certificates as may reasonably be required in connection with the sale of the shares of Common Stock pursuant to this Instruction.

Unless the third and final box in the definition of Covered RSUs below is checked, if I have previously adopted an automatic sale or sell-to-cover instruction relating to Covered PSUs, this Instruction shall be void *ab initio* with respect to such Covered PSUs.

I hereby certify that, as of the Adoption Date:

- (i) **I am not prohibited from entering into this Instruction by the Company's insider trading policy or otherwise;**
- (ii) **I am not aware of any material nonpublic information about the Company or its Common Stock; and**
- (iii) **I am adopting this Instruction in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act.**

/s/ Pravin U. Dugel, MD

Print Name: Pravin U. Dugel, MD

Date: February 11, 2025

Covered PSUs:

The following performance stock units ("RSUs") are covered by this Instruction. Check all applicable boxes:

The first award of PSUs granted to me on or after February 11, 2025 and any PSUs that may, from time to time following such date, be granted to me by the Company, other than any future granted PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such RSUs, and therefore do not permit sell-to-cover transactions.

Any outstanding PSUs that were granted to me by the Company prior to the Adoption Date that

(1) are not subject to any prior automatic sale or sell-to-cover instruction and (2) for which the next vesting date is after the Cooling-Off Period, other than any previously granted PSUs which by the terms of the applicable award agreement require the Company to withhold shares for tax withholding obligations in connection with the vesting and settlement of such PSUs, and therefore do not permit sell-to-cover transactions.

With respect to any PSUs, whether or not granted to me by the Company prior to the Adoption Date, that already are subject to an automatic sale or sell-to-cover instruction (a "Prior Instruction"), I elect to have such sales effected pursuant to this Instruction and confirm that doing so does not modify or change the amount, price, or timing of such sales from those provided by the Prior Instruction (and, as a result the Cooling-Off Period is not applicable to sales pursuant to this Instruction that were previously subject to the Prior Instruction).

OCULAR THERAPEUTIX, INC.

PERFORMANCE STOCK OPTION AGREEMENT

Ocular Therapeutix, Inc. (the "Company") hereby grants the following stock option (this "Option") pursuant to its 2021 Stock Incentive Plan, as amended. The terms and conditions attached hereto are also a part hereof.

Notice of Grant

Name of optionee (the " <u>Participant</u> "):	Dr. Pravin Dugel
Grant Date:	February 11, 2025
Incentive Stock Option or Nonstatutory Stock Option:	Nonstatutory Stock Option
Number of shares of the Company's Common Stock subject to this Option (" <u>Shares</u> "):	2,750,000
Option exercise price per Share:	\$7.44
Number, if any, of Shares that vest immediately on the Grant Date:	0
Shares that are subject to vesting schedule:	2,750,000
Final Exercise Date:	February 11, 2035

Vesting Schedule:

This Option will vest in accordance with the terms set forth in Exhibit A to this Agreement. All vesting is dependent on the Participant remaining employed by or providing services to the Company, except as provided herein.

Signature Page follows

Pravin U. Dugel, MD

Signature of Participant

Street Address

City/State/Zip Code

By: /s/ Donald Notman

Name of Officer

Title:

Signature of Participant's Spouse (if applicable)*

Street Address

City/State/Zip Code

* Required for Participants residing in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Wisconsin, or the Commonwealth of Puerto Rico.



Performance Stock Option Agreement
Incorporated Terms and Conditions

1. Grant of Option.

This agreement evidences and sets forth the terms of grant by the Company, on the grant date (the "Grant Date") set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant"), to the Participant of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2021 Stock Incentive Plan, as amended (the "Plan"), the number of Shares set forth in the Notice of Grant of common stock, \$0.0001 par value per share, of the Company ("Common Stock"), at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this Option shall expire at 5:00 p.m., Eastern time, on the Final Exercise Date set forth in the Notice of Grant (the "Final Exercise Date").

It is intended that the Option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this Option, shall be deemed to include any person who acquires the right to exercise this Option validly under its terms.

This Option was granted by the Company contingent on the stockholders of the Company approving an amendment to the Plan at the Company's 2025 Annual Meeting of Stockholders (the "2025 Annual Meeting") to increase the number of shares available for issuance under the Plan by a number of shares of Common Stock at least equal to the number of shares subject to this Option. This Option will terminate immediately and automatically if such stockholder approval is not obtained at the 2025 Annual Meeting. Further, in no event may this Option be exercised, even if it is vested, in whole or in part, unless and until the stockholder approval is obtained at the 2025 Annual Meeting.

2. Vesting Schedule.

This Option will become exercisable ("vest") in accordance with the vesting schedule set forth or referenced in the Notice of Grant.

The right of exercise shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this Option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this Option shall be in writing, in the form of the Stock Option Exercise Notice attached as Annex A, signed by the Participant, and received by the Company at its principal office, accompanied by this agreement, or in such other form (which may be electronic) as is approved by the Company, together with payment in full (i) in the manner provided in the Plan or (ii) subject to compliance with applicable law, by delivery of a notice of "net exercise" to the Company, as a result of which the Participant would receive (A) the number

of shares underlying the portion of the Option being exercised, less (B) such number of shares equal to (1) the aggregate exercise price for the portion of the Option being exercised divided by (2) the fair market value of a share of Common Stock (valued in the manner determined by (or in a manner approved by) the Board) on the date of exercise. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of this Option may be for any fractional share.

(b) Continuous Employment with the Company Required. Except as otherwise provided in this Section 3, this Option may not be exercised unless the Participant, at the time he exercises this Option, is, and has been at all times since the Grant Date, an employee or officer or Board member of or a consultant to the Company or any other entity the employees or officers of which are eligible to receive Option grants under the Plan (each of such relationships shall be treated as "employment" for purposes of this Agreement).

(c) Termination of Employment with the Company. The provisions of Exhibit A shall apply in connection with the termination of employment of the Participant, including by the Company without Cause, the resignation of the Participant with Good Reason, or the Participant's termination of employment on account of his death or Disability (each as defined in Exhibit A). For clarity, if the Participant terminates employment for any reason other than with Good Reason or on account of death or Disability, then the right to exercise this Option shall terminate three months after such termination of employment (but in no event after the Final Exercise Date), provided that this Option shall be exercisable only to the extent that the Participant was entitled to exercise this Option on the date of such termination of employment. Notwithstanding anything in this Agreement to the contrary, if the Participant, prior to the Final Exercise Date, materially violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other material written agreement between the Participant and the Company (provided, that, the Company shall provide the Participant with written notice of any such breach and not less than 30 days to cure, if curable), the right to exercise this Option shall terminate immediately upon such violation. Further, if, prior to the Final Exercise Date, the Participant's employment with the Company is terminated by the Company for Cause (as defined in the employment agreement entered into between the Participant and the Company, dated as of February 21, 2024, the "Employment Agreement"), the right to exercise this Option shall terminate immediately upon the effective date of such termination of employment. In no event shall the Participant be obligated to seek or obtain other employment after the date of termination, or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Agreement, and such amounts shall not be reduced, whether or not the Participant obtains other employment.

4. Withholding.

No Shares will be issued pursuant to the exercise of this Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this Option.

5. Transfer Restrictions; Clawback.

(a) This Option may not be sold, assigned, transferred, pledged, encumbered or otherwise

disposed of by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this Option shall be exercisable only by the Participant.

(b) In accepting this Option, the Participant agrees to be bound by any clawback policy that the Company has adopted or may adopt in the future that is applicable to all executive officers of the Company.

6. Provisions of the Plan.

This Option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this Option, provided, that, in the event of any conflict or inconsistency between the provision of this Agreement and the Plan, the terms of this Agreement, including Exhibit A attached hereto, shall prevail.

7. Amendments.

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Company and the Participant.

ANNEX A

Ocular Therapeutix, Inc.

Performance Stock Option Exercise Notice

Ocular Therapeutix, Inc.
15 Crosby Drive
Bedford, MA 01730

Dear Sir or Madam:

I, (the "Participant"), hereby irrevocably exercise the right to purchase shares of the Common Stock, \$0.0001 par value per share (the "Shares"), of Ocular Therapeutix, Inc. (the "Company") at \$__ per share pursuant to the Company's 2021 Stock Incentive Plan, as amended, and a stock option agreement with the Company dated (the "Option Agreement").

I am satisfying the aggregate purchase price for the Shares by (choose one):

Payment in the amount of \$_____; or

"Net Exercise" as permitted by Section 3(a)(ii) of the Option Agreement.

The certificate for the Shares should be registered in my name as it appears below or, if so indicated below, jointly in my name and the name of the person designated below, with right of survivorship.

Dated: _____

Signature Print Name:

Address:

Name and address of persons in whose name the Shares are to be jointly registered (if applicable):

EXHIBIT A

Performance Stock Option Award Conditions

Performance Goals

The number of Shares for which the Option will become eligible to vest, if any, will be determined based on the level of the achievement of the performance goals (as set forth in this Exhibit A) consisting of achievement of the specific share price hurdles set forth in the table below (each, a “Share Price Hurdle”), during the five-year period commencing on the Grant Date and ending on the fifth anniversary of the Grant Date (the “Performance Period”).

Share Price Hurdle achievement will be measured on a rolling basis based on the unrounded simple average of the closing Share prices (non-volume weighted) for any trailing sixty (60) consecutive calendar days that are all within the Performance Period up to and including the day of measurement.

A Share Price Hurdle can be achieved at any time during the Performance Period, provided that each Share Price Hurdle may be achieved only once during the Performance Period and there shall be no linear interpolation between levels of Share Price Hurdles. The table below sets forth the Total Number of Shares Subject to the Option that are earned upon the achievement of each Share Price Hurdle (Shares that are earned upon achievement of a Share Price Hurdle are referred to as “Earned Shares”, and the date as of which the Share Price Hurdle has been achieved is referred to as a “Share Price Hurdle Achievement Date”). The Share Price Hurdle and Total Number of Shares subject to the Option shall be equitably adjusted pursuant to and in accordance with Section 9(a) of the Plan.

Except as set forth below, any Earned Shares subject to the Option will vest, and the Option will become exercisable with respect to such Earned Shares, on the earlier of (a) the Share Price Hurdle Achievement Date, provided that such Share Price Hurdle Achievement Date occurs at least three years following the Grant Date and that the Participant has remained continuously employed by (or otherwise a Board member of or service provider to (which shall be treated as “employment” for purposes of this Agreement)) the Company during the period between the Grant Date and the Share Price Hurdle Achievement Date, and (b) the three-year anniversary of the Grant Date, provided that the Participant has remained continuously employed by the Company between the Grant Date and such three-year anniversary (each, if applicable, a “Vesting Date”). No portion of the Option will vest with respect to any Shares subject to the Option that are not Earned Shares as of the fifth anniversary of the Grant Date, and the Option shall terminate automatically with respect to such unearned Shares as of such date.

Tranche	Share Price Hurdle	Total Number of Shares Subject to the Option
1	\$15.00	687,500
2	\$20.00	687,500
3	\$25.00	687,500
4	\$30.00	687,500

Termination of Employment

In accordance with Section 4(b)(ii) of the Employment Agreement, the provisions of this Agreement, including this Exhibit A, shall apply to and govern this Option in connection with any termination of employment of the Participant and the provisions of Section 4(b)(ii) of the Employment Agreement shall not apply in any respect to this Option.

If the Participant's employment with the Company terminates for any reason prior to any applicable Vesting Date for any Shares, then, except as set forth below, the Option shall not become vested (whether or not Shares subject to the Option are Earned Shares) and this Option with respect to such unvested Shares shall terminate automatically as of such date. Notwithstanding the foregoing and subject to the execution and non-revocation of the Release (as defined in the Employment Agreement) and the related timing requirements set forth in Section 4(b) of the Employment Agreement and the other terms and conditions to severance benefits set forth in Sections 4(c), 4(d), 4(e), and 5 of the Employment Agreement, in the event of a termination of the Participant's employment by the Company without Cause, the Participant's resignation for Good Reason, or termination of the Participant's employment on account of the death or Disability of the Participant (with Cause, Good Reason, and Disability each as defined in the Employment Agreement, provided that the definition of Good Reason is modified as set forth below):

(x) the Option shall become vested and exercisable with respect to any Earned Shares as of the Payment Date (as defined in the Employment Agreement) and the Option shall remain exercisable for three months following the Payment Date with respect to such Earned Shares (or 180 days following the Payment Date in connection with the death or Disability of the Participant),

(y) if a Share Price Hurdle is achieved on or during the 18-month period following the date of termination of the Participant's employment (whether in the ordinary course or in connection with a Corporate Change), then the portion of the Shares subject to the Option that correspond to such Share Price Hurdle shall become vested and exercisable as of the applicable Share Price Hurdle Achievement Date and such portion of the Option shall remain exercisable for three months following the applicable Share Price Hurdle Achievement Date (or 180 days following the Share Price Hurdle Achievement Date in connection with a termination on account of the death or Disability of the Participant) notwithstanding the obligation of the Participant to remain continuously employed by the Company through the three-year anniversary of the Grant Date, and

(z) this Option will terminate automatically on the 18-month anniversary of the date of the Participant's termination of employment with respect to any portion of the Shares subject to the Option that have not vested as of such date.

Notwithstanding clause (y), in no event may the Option be exercised after the Final Exercise Date.

Change of Control

Upon a Corporate Change (as defined in the Employment Agreement) during the term of the Option, provided that (x) the Participant remains employed by the Company upon the closing of such Corporate Change or (y) the Participant ceases to be an Eligible Participant due to termination of employment by the Company without Cause, the Participant's resignation with Good Reason, or on account of death or Disability of the Participant, in each case, within the period of time commencing 90 days prior to the closing of the Corporate Change (notwithstanding the obligation of the Participant to remain continuously employed by the Company through the three-year anniversary of the Grant Date):

(i) any service-based vesting conditions on Shares subject to the Option will be deemed satisfied;

(ii) any Earned Shares subject to the Option as of immediately prior to the closing of the Corporate Change that have not vested or been forfeited shall become vested and exercisable immediately prior to the closing of the Corporate Change; and

(iii) the portion of Shares subject to the Option that are not Earned Shares and have not vested or been forfeited as of immediately prior to the closing of the Corporate Change shall become earned and vested

immediately prior to the closing of the Corporate Change with respect to any Tranches for which the Share Price Hurdle is less than the Per Share Transaction Price, without regard to the 60-calendar day average requirement.

For purposes of the foregoing, "Per-Share Transaction Price" means the per-share amount payable or available for distribution to holders of Common Stock (whether in cash or in securities or property) in connection with the Corporate Change, as determined reasonably by the Board in good faith.

For the avoidance of doubt, any portion of the Shares subject to the Option that are not earned and have not become vested and exercisable under clause (i) or (ii) will be forfeited at the closing of the Corporate Change.

Annual Equity Grant; Employment Agreement

Notwithstanding Section 3(c)(iii) of the Employment Agreement, the Participant shall not be entitled to, and the Company shall not be obligated to and the Board does not intend to issue to the Participant an annual equity award in or for calendar year 2026. The Participant acknowledges and agrees that not receiving such annual equity award in or for calendar year 2026 shall not constitute Good Reason for the purposes of the Employment Agreement or this Option Agreement.

The Company and the Participant agree that Good Reason for the purposes of the Employment Agreement and this Award shall include a material adverse change by the Company in the Participant's title, duties, authority or responsibilities as Chief Executive Officer of the Company which causes the Participant's position with the Company to become of materially less responsibility or authority, including following a Corporate Change, the Participant's no longer being Chief Executive Officer of a publicly traded entity, where such change is not remedied within ten (10) business days after written notice thereof by the Participant.

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: May 5, 2025

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

CERTIFICATIONS

I, Donald Notman, 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: May 5, 2025

By: /s/ Donald Notman

Donald Notman
Chief Operating Officer and 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 March 31, 2025 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: May 5, 2025

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 March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Donald Notman, Chief Operating Officer and 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: May 5, 2025

By: /s/ Donald Notman

Donald Notman

Chief Operating Officer and Chief Financial Officer
(Principal Financial and Accounting Officer)
