

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

(Mark One)

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

For the year ended December 31, 2018

**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: 001-36571

**T2 Biosystems, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)  
**101 Hartwell Avenue, Lexington, MA**  
(Address of principal executive offices)

**20-4827488**  
(I.R.S. Employer  
Identification No.)  
**02421**  
(Zip code)

Registrant's telephone number, including area code: 781-761-4646

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

Title of Each Class:  
**Common Stock, par value \$0.001 per share**

Name of Each Exchange on which Registered:  
**The NASDAQ Stock Market LLC  
(NASDAQ Global Market)**

**Securities registered pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933, as amended. YES  NO

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended. YES  NO

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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 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

Non-accelerated filer

Accelerated filer

Smaller reporting company

Emerging growth company

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

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. YES  NO

As of June 29, 2018, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates was approximately \$286.6 million based on the closing price for the common stock of \$7.74 on that date. Shares of common stock held by each executive officer, director, and their affiliated stockholders have been excluded from this calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

The number of outstanding shares of the registrant's common stock on March 8, 2019 was 44,320,048. The common stock is listed on the NASDAQ Global Market (trading symbol "TTOO").

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement to be filed with the Securities and Exchange Commission within 120 days after the close of the fiscal year are incorporated by reference into Part III of this report.

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### FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, or the Exchange Act. All statements other than statements of historical facts contained in this Annual Report on Form 10-K, including statements regarding our future results of operations and financial position, business strategy, prospective products and product candidates, their expected performance and impact on healthcare costs, marketing clearance from the U.S. Food and Drug Administration, or the FDA, regulatory clearance, reimbursement for our product candidates, research and development costs, timing of regulatory filings, timing and likelihood of success, plans and objectives of management for future operations and future results of anticipated products, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “forecast,” “predict,” “potential” or “continue” or the negative of these terms or other similar expressions. The forward-looking statements in this Annual Report on Form 10-K are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Annual Report on Form 10-K and are subject to a number of risks, uncertainties and assumptions described under the sections in this Annual Report on Form 10-K entitled “Item 1A.—Risk Factors”. These forward looking statements are subject to numerous risks, including, without limitation, the following:

- our status as an early stage company;

- our expectation to incur losses in the future;
- the market acceptance of our T2MR technology;
- our ability to timely and successfully develop and commercialize our existing products and future product candidates;
- the length and variability of our anticipated sales and adoption cycle;
- our limited sales history;
- our ability to gain the support of leading hospitals and key thought leaders and publish the results of our clinical trials in peer-reviewed journals;
- our ability to successfully manage our growth;
- our future capital needs and our ability to raise additional funds;
- the performance of our diagnostics;
- our ability to compete in the highly competitive diagnostics market;
- our ability to obtain marketing clearance from the FDA or regulatory clearance for new product candidates in the United States or any other jurisdiction;
- impacts of and delays caused by future federal government shutdowns;
- federal, state, and foreign regulatory requirements, including diagnostic product reimbursements and FDA regulation of our product candidates;
- our ability to protect and enforce our intellectual property rights, including our trade secret-protected proprietary rights in T2MR;
- our ability to recruit, train and retain key personnel;
- our dependence on third parties;
- our ability to continue as a going concern;
- manufacturing and other product risks;
- the impact of the adoption of new accounting standards; and
- the Tax Cuts and Jobs Act of 2017 (Tax Reform)

*These forward-looking statements represent our estimates and assumptions only as of the date of this Annual Report on Form 10-K. Unless required by U.S. federal securities laws, we do not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made or to conform these statements to actual results. The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of various factors.*

*You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and related notes thereto included elsewhere in this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the “Item 1A.—Risk Factors” section of this Annual Report on Form 10-K, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.*

## PART I.

### Item 1. BUSINESS

#### Overview

We are an *in vitro* diagnostics company that has developed an innovative and proprietary technology platform that offers a rapid, sensitive and simple alternative to existing diagnostic methodologies. We are using our T2 Magnetic Resonance technology, or T2MR, to develop a broad set of applications aimed at lowering mortality rates, improving patient outcomes and reducing the cost of healthcare by helping medical professionals make targeted treatment decisions earlier. T2MR enables rapid detection of pathogens, biomarkers and other abnormalities in a variety of unpurified patient sample types, including whole blood, plasma, serum, saliva, sputum and urine, and can detect cellular targets at limits of detection as low as one colony forming unit per milliliter, or CFU/mL. Our initial development efforts target sepsis and Lyme disease, which are areas of significant unmet medical need in which existing therapies could be more effective with improved diagnostics.

On September 22, 2014, we received market clearance from the FDA for our first two products, the T2Dx instrument, or the T2Dx and the T2Candida Panel, or T2Candida, which have the ability to rapidly identify the five clinically relevant species of *Candida*, a fungal pathogen known to cause sepsis, directly from whole blood. On May 24, 2018, we received market clearance from the FDA for our T2Bacteria Panel, or T2Bacteria, which runs on the T2Dx and has the ability to rapidly identify five of the most common and deadly sepsis-causing bacteria (members of the ESKAPE pathogens) directly from whole blood. We have also developed and sell a research use only *Candida auris* assay for the rapid identification of *Candida auris*, a species of *Candida* that is highly drug resistant. Two additional diagnostic applications in development are called T2Carba Resistance+ and T2Lyme, which are focused on gram-negative bacterial sepsis infections and Lyme disease, respectively. Diagnostic applications for additional bacteria species and resistance markers are in development as part of a collaboration with CARB-X, a public-private partnership with the U.S. Department of Health and Human Services, or HHS, and the Wellcome Trust of London, focused on combatting antibiotic resistant bacteria. We anticipate that existing reimbursement codes will support our sepsis and Lyme disease product candidates, and that the anticipated economic savings associated with our sepsis products will be realized directly by hospitals. In the United States, we have built a direct sales force that is primarily targeting the top 1,200 hospitals with the highest concentration of patients at risk for sepsis-related infections. Internationally, we have primarily partnered with distributors that target large hospitals in their respective international markets.

Sepsis is one of the leading causes of death in the United States, claiming more lives annually than breast cancer, prostate cancer, and AIDS combined, and it is the most expensive hospital-treated condition. Most commonly afflicting immunocompromised, critical care, and elderly patients, sepsis is a severe inflammatory response to a bacterial or fungal infection with a mortality rate of approximately 30%. Based on data published by the HHS in 2017, the cost of sepsis was over \$27 billion in the United States, building on data from 2013 demonstrating that sepsis was responsible for approximately 5% of the total aggregate costs associated with domestic hospital stays. Sepsis is typically caused by one or more of five *Candida* species or over 25 bacterial pathogens, and effective treatment requires the early detection and identification of these specific target pathogens in a patient's bloodstream. Today, sepsis is typically diagnosed through a series of blood cultures followed by post-blood culture species identification if a blood culture tests positive. These methods have substantial diagnostic limitations that lead to a high rate of false negative test results, a delay of up to several days in administration of targeted treatment, and the incurrance of unnecessary hospital expense. In addition, the Survey of Physicians' Perspectives and Knowledge About Diagnostic Tests for Bloodstream Infections in 2015 reported that negative blood culture results are only trusted by 36% of those physicians. Without the ability to rapidly identify pathogens, physicians typically start treatment of at-risk patients with broad-spectrum antibiotics and switch therapies every 12 to 24 hours if a patient is not responding. These drugs, which can be costly, are often ineffective and unnecessary and have contributed to the spread of antimicrobial resistance. The speed to getting the patient on the right targeted therapy is critical. According to a study published by Critical Care Medicine in 2006, in sepsis patients with documented hypotension, administration of effective antimicrobial therapy within the first hour of detection was associated with a survival rate of 79.9% and, over the ensuing six hours, each hour of delay in initiation of treatment was associated with an average decrease in survival of 7.6%.

*Candida* is the fourth leading hospital-acquired bloodstream infection, afflicting more than 135,000 patients per year in the United States, and the most lethal form of common bloodstream infections that cause sepsis, with an average mortality rate of approximately 40%. This high mortality rate is largely due to a delay in providing targeted therapy to the patient due to the elapsed time from *Candida* infection to positive diagnosis. According to a study published in Antimicrobial Agents and Chemotherapy, the *Candida* mortality rate can be reduced to 11% with the initiation of targeted therapy within 12 hours of presentation of symptoms. Additionally, a typical patient with a *Candida* infection averages 40 days in the hospital, including nine days in intensive care, resulting in an average cost per hospital stay of more than \$130,000 per patient. In a study published in the American Journal of Respiratory and Critical Care Medicine, providing targeted antifungal therapy within 24 hours of the presentation of symptoms decreased the length of hospital stay by approximately ten days and decreased the average cost of care by approximately \$30,000 per patient.

We believe our sepsis products, which include T2Candida and T2Bacteria, will redefine the standard of care in sepsis management while lowering healthcare costs by improving both the precision and the speed of detection of sepsis-causing pathogens. According to a study published in the Journal of Clinical Microbiology in 2010, targeted therapy for patients with bloodstream infections can be delayed up to 72 hours due to the wait time for blood culture results. In another study published in Clinical Infectious Diseases in 2012, the delayed administration of appropriate antifungal therapy was associated with higher mortality among patients with septic shock attributed to *Candida* infection and, on that basis, the study concluded that more rapid and accurate diagnostic techniques are needed.

Our pivotal clinical trial for T2Candida demonstrated that it can deliver actionable results in as few as three hours, with an average time to result during the trial of 4.2 hours, compared to the average time to result of one to six or more days typically required for blood-culture-based diagnostics and the pivotal clinical trial for T2Bacteria demonstrated that it can deliver actionable results in an average of 5.4 hours, compared to an average of 60 hours for detecting the same species by blood culture. We believe the speed of the T2Candida and T2Bacteria tests will enable physicians to potentially make treatment decisions and administer targeted treatment to patients in four to six hours versus 24 to 144 hours for blood culture. Furthermore, in April 2015, Future Microbiology published the results of an economic study regarding the use of T2Candida conducted by IMS Health, a healthcare economics agency. In that economic study, IMS demonstrated that an average hospital admitting 5,100 patients at risk for *Candida* infections could save approximately \$5.8 million annually due to decreased hospital stays for patients, reduction in use of antifungal drugs and other associated savings. The economic study further showed T2Candida can potentially reduce the costs of care by \$26,887 per *Candida* patient and that rapid detection of *Candida* reduces patient deaths by 60.6%. Results from a data analysis of T2Candida for the detection and monitoring of *Candida* infection and sepsis were published comparing aggregated results from the use of T2Candida to blood culture-based diagnostics for the detection of invasive candidiasis and candidemia. The analysis included samples acquired from more than 1,900 patients. Out of 55 prospective patient cases that were tested with T2Candida and blood culture and determined to be positive or likely to be positive for a *Candida* infection, T2Candida detected 96.4% of the patients (53 cases) compared to detection of 60% of the patients (33 cases) with blood culture.

In addition, due to the high mortality rate associated with *Candida* infections, physicians often will place patients on antifungal drugs while they await blood culture diagnostic results which generally take at least five days to generate a negative test result. Antifungal drugs are toxic and may result in side effects and can cost over \$50 per day. The speed to result of T2Candida and T2Bacteria coupled with their superior sensitivity as compared to blood culture may help reduce the overuse of ineffective, or even unnecessary, antimicrobial therapy which may reduce side effects for patients, lower hospital costs and potentially counteract the growing resistance to antifungal therapy. The administration of inappropriate therapy is a driving force behind the spread of antimicrobial-resistant pathogens, which the United States Centers for Disease Control and Prevention, or the CDC, recently called “one of our most serious health threats.” The addition of the use of our products, T2Bacteria and T2Candida, which both run on the T2Dx instrument, with the standard of care for the management of patients suspected of sepsis, enables clinicians to potentially treat 90% of patients with sepsis pathogen infections with the right targeted therapy within the first twelve hours of development of the symptoms of disease. Currently, high risk patients are typically initially treated with broad spectrum antibiotic drugs that typically cover approximately 60% of patients with infections. Of the remaining 40% of patients, approximately 30% of the patients typically have a bacterial infection and 10% typically have *Candida* infections. T2Candida and T2Bacteria are designed to identify pathogens commonly not covered by broad spectrum antibiotic drugs.

## Our Strategy

T2MR enables rapid and sensitive direct detection of a range of targets, and we believe it can be used in a variety of diagnostic applications that will improve patient outcomes and reduce healthcare costs. Our objective is to establish T2MR as a standard of care for clinical diagnostics. To achieve this objective, our strategy is to:

- **Drive Commercial Adoption of Our Sepsis Products by Demonstrating Their Value to Physicians, Laboratory Directors and Hospitals.** We expect our sepsis products to meaningfully improve patient outcomes while reducing costs to hospitals. We have established a targeted, direct sales force in the United States and have partnered with distributors internationally, all of whom are initially focused on educating physicians and demonstrating our clinical and economic value proposition to hospitals that have the highest populations of at-risk critical care and immunocompromised patients. We believe a sustained focus on these hospitals will drive adoption of the T2Dx, T2Candida, T2Bacteria, and future T2MR-based diagnostics. As a part of this effort, we will continue to work with thought leaders, conduct clinical and health economic studies and seek publication and presentation of these studies.
- **Establish a Recurring, Consumables-Based Business Model.** We are pursuing a consumables-based business model for our products by securing placements of the T2Dx at hospitals and driving utilization of our diagnostic panels starting with T2Candida and T2Bacteria. We believe this strategy will foster a sustainable and predictable business model with recurring revenue streams.
- **Broaden Our Addressable Markets in Infectious Disease.** Our product development pipeline includes additional diagnostic panels that provide near-term and complementary market expansion opportunities. We will expand our panels through partnerships similar to our agreement with Allergan, in which Allergan agreed to cover a portion of the costs of our development of certain additional products, including antibiotic resistance tests. We also are utilizing T2MR to address the challenges of providing rapid and sensitive diagnosis of Lyme disease and initiated a T2Lyme clinical trial in 2018.
- **Broaden Our Addressable Markets Beyond Infectious Disease.** We intend to expand our product offerings by applying T2MR to new applications beyond sepsis and Lyme disease. We plan to conduct internal development and to work with thought leaders, physicians, clinical researchers and business development partners to pursue new applications for T2MR. We believe the benefits of our proprietary technology, including the ability to rapidly and directly detect a broad range of targets, in a wide variety of sample types, will have potential applications within and outside of the in vitro diagnostics market, including environmental, food safety, industrial and veterinary applications.
- **Drive International Expansion.** We are commercializing T2Candida, T2Bacteria and the T2Dx internationally through distributors that target large hospitals in their respective markets. We intend to continue to expand in international markets through similar distribution channels. We have received CE marking for T2Candida, T2Bacteria and the T2Dx.

## Our Technology Platform

### T2 Magnetic Resonance Technology Overview

We have built an innovative and proprietary technology platform that offers a rapid, sensitive and simple alternative to existing diagnostic methodologies. T2MR is a miniaturized, magnetic resonance-based approach that measures how water molecules react in the presence of magnetic fields. Our proprietary platform is capable of detecting a variety of targets, including:

- molecular targets, such as DNA;
- immunodiagnosics targets, such as proteins; and
- a broad range of hemostasis measurements.

For molecular and immunodiagnosics targets, T2MR utilizes advances in the field of magnetic resonance by deploying particles with magnetic properties that enhance the magnetic resonance signals of specific targets. When particles coated with target-specific binding agents are added to a sample containing the target, the particles bind to and cluster around the target. This clustering changes the microscopic environment of water in that sample, which in turn alters the magnetic resonance signal, or the T2 relaxation signal that we measure, indicating the presence of the target.

We also believe T2MR is the first technology that can rapidly and accurately detect the presence of molecular targets within samples without the need for time- and labor-intensive purification or extraction of target molecules from the sample, such as that required by traditional polymerase chain reaction, or PCR, where 90% or more of the target can be lost. We can eliminate these steps because the T2 relaxation signal is not compromised or disrupted by the sample background, even the highly complex sample background that is present after a target amplification process, such as thermocycling. This enables T2MR's low limit of detection, such as 1 CFU/mL, compared to the 100 to 1,000 CFU/mL typically required for PCR-based methods. More than 100 studies published in peer-reviewed journals have featured T2MR in a breadth of applications, including the direct detection and measurement of targets in various sample types, such as whole blood, plasma, serum, saliva, sputum and urine. We believe our T2MR technology will have potential applications within and outside of the *in vitro* diagnostics market, including environmental, food safety, industrial and veterinary applications.

### Our Instruments

Utilizing T2MR, we have developed and received FDA marketing clearance for the T2Dx, a bench-top instrument for detecting pathogens associated with sepsis and Lyme disease, as well as other applications.

#### T2Dx



Our FDA-cleared T2Dx instrument is an easy-to-use, bench-top instrument that is capable of running a broad range of diagnostic tests and is fully automated from patient sample input to result, eliminating the need for manual work flow steps such as pipetting that can introduce risks of cross-contamination. To operate the system, a patient's sample tube is snapped onto a disposable test cartridge, which is pre-loaded with all necessary reagents. The cartridge is then inserted into the T2Dx instrument, which automatically processes the sample and then delivers a diagnostic test result. Test results are displayed on screen and printed out.

By utilizing our proprietary T2MR technology for direct detection, the T2Dx instrument eliminates the need for sample purification and analyte extraction, which are necessary for other optical-detection devices. Eliminating these sample processing steps increases diagnostic sensitivity and accuracy, enables a broad menu of tests to be run on a single platform, and greatly reduces the complexity of the consumables. The T2Dx instrument incorporates a simple user interface and is designed to efficiently process up to seven specimens simultaneously.

The initial panels designed to run on the T2Dx are T2Candida and T2Bacteria, which are focused on identifying life-threatening pathogens associated with sepsis. In 2014 we received FDA market clearance for the T2Dx and T2Candida. In May 2018, we received FDA market clearance for T2Bacteria.

## Sepsis

### Overview

Sepsis is an illness in which the body has a severe, inflammatory response to a bacterial or fungal infection. It is a life-threatening condition to which individuals with weakened immune systems or chronic illnesses are highly susceptible. Sepsis can lead to shock and organ failure, and is a leading cause of death in the United States with a mortality rate of approximately 30%, almost double the mortality rate of acute myocardial infarction, or heart attack. One out of every two hospital deaths in the United States is attributable to sepsis.

In 2016, HHS reported that sepsis is the most expensive hospital-treated condition in the United States, with an economic burden to hospitals exceeding \$23 billion annually, almost double that of acute myocardial infarction. New data on the number of sepsis cases in the United States published by HHS in 2017 indicate that the economic burden now exceeds \$27 billion. The high cost of treating sepsis is primarily driven by the extended hospitalization of patients. We believe there are many effective, targeted therapeutic choices that could reduce overall hospitalization costs if applied earlier, but clinicians need to more rapidly identify the specific sepsis-causing pathogens in order to make more informed, targeted treatment decisions. Today, the diagnostic standard to identify these pathogens is blood culture-based, despite typically requiring one to six or more days to generate species-specific results and despite blood cultures inherent low sensitivity of 50% to 65%.

The following table reflects key statistics from the 2016 HHS study regarding the five most expensive hospital-treated conditions:

Rank	Condition	U.S. hospital costs (in billions)	Percentage of total inpatient costs
1	Sepsis	\$ 23.6	6.2%
2	Osteoarthritis	16.5	4.3
3	Liveborn	13.3	3.5
4	Complication of device, implant or graft	12.4	3.3
5	Acute myocardial infarction (heart attack)	12.0	3.2

Over 1.6 million individuals are diagnosed with sepsis each year in the United States, 1.35 million of whom are at high risk for infection due to their suppressed immune system or their presence in critical care units. Virtually all of these patients are rapidly treated with broad-spectrum antibiotic drugs because there is no diagnostic manner for determining the type of infection. Of these 1.35 million patients with sepsis and at high risk for infection, approximately 40% do not respond to broad-spectrum antibiotic treatment. Of these patients that are non-responsive, approximately 25% of them have a *Candida* infection, with the remaining patients having a bacterial infection. Broad-spectrum antibiotics do not treat these *Candida* and bacterial infections; therefore more targeted drugs are required.

We estimate that approximately 15 million patients are tested for bloodstream infections in the United States annually. Of these, approximately 8.75 million are at high risk for a Sepsis infection, 90% of whom are at a high risk for a bacterial infection and 10% of whom are at a high risk for a *Candida* infection. Of these 8.75 million patients, 6.75 million patients present in in-patient settings and an additional 2.0 million present in emergency departments. We believe that our sepsis products have the potential to enable clinicians to make earlier therapeutic decisions that can reduce the mortality rate for sepsis by over 50% and save the hospitals an estimated \$12 billion annually by testing all high risk patients with T2Candida and T2Bacteria.

Each year, over 30 million people worldwide are affected by sepsis with approximately six million mortalities, according to the World Health Organization, making sepsis a leading cause of death worldwide.

### Limitations of Traditional In Vitro Diagnostics for Sepsis

The current standard for identifying bloodstream infections that cause sepsis requires a series of lengthy and labor-intensive analyses that begin with blood culture. Completing a blood culture requires a large volume of a patient's blood, typically 20 mLs or more, which is obtained in two 10 mL draws and placed into two blood culture bottles containing nutrients formulated to grow fungi and bacteria. Before blood culture indicates if a patient is infected, pathogens typically must reach a concentration of 1,000,000 to 100,000,000 CFU/mL. This growth process typically takes one to six or more days because the pathogen's initial concentration in the blood specimen is often less than 10 CFU/mL. A negative test result always requires a minimum of five days. A positive blood culture typically means that some pathogen is present, but additional steps must be performed to identify the specific pathogen in order to provide targeted therapy. These additional steps, which typically must be performed by a highly trained technician, may involve any of (i) a staining procedure for inspection on a microscope slide, (ii) PCR amplification and (iii) mass spectrometry. These steps require a preceding positive blood culture specimen because they need a high concentration of cells generated by the blood culture process for analysis.

For most PCR-based diagnostics, nucleic acid extraction of target cells from the sample is performed to remove inhibitory substances that may interfere with the amplification reaction. While PCR amplifies the target signal, this loss of target cells impairs the ability to detect, resulting in typical limits of detection of 100 to 1,000 CFU/mL, which is insufficient for species-specific sepsis diagnostics.

Blood culture-based diagnostics have substantial limitations, including:

- **Time to Result Delays Targeted Treatment.** Blood culture-based diagnostics typically require a minimum of one and as many as six or more days to identify a pathogen species, and blood culture always requires at least five days to generate a negative test result.
- **Antimicrobial Therapy Can Cause False Negative Results.** Antimicrobial therapies may be administered to a patient prior to taking a blood sample. As a result, the therapeutic agent is contained in the blood sample and its ability to stop or slow the growth of pathogens can delay or completely inhibit the growth of the pathogen during the blood culture process leading to time delays in detection or false negative results.
- **Slow-Growing Pathogens Can Cause False Negative Results.** Some sepsis pathogens grow slowly or not at all and can require up to five or more days to reach sufficient concentrations to be detected by blood culture-based diagnostics. Blood culture procedures are typically stopped after five days and declared negative. Often, pathogens that grow too slowly are not detected by blood culture during this time frame, leading to a false negative diagnosis. For example, *C. glabrata*, one of the most lethal species of *Candida* due to its growing resistance to antifungal therapy, often requires more than five days of growth to reach a detectable concentration, and therefore is frequently undetected by blood culture.
- **Labor-Intensive Workflow Increases Costs and May Delay Targeted Treatment.** Blood culture is only the first step in identifying a pathogen that causes sepsis. After a blood culture is determined to be positive, highly trained technicians are required to perform multiple post-culture procedures on the blood culture specimen to identify the specific pathogen. These additional procedures can be expensive and time-consuming and may delay targeted treatment.

Given the typical one-to-six day time to result for blood culture-based diagnostics, the first therapy for a patient at risk of sepsis is often broad-spectrum antibiotics, which treat some but not all bacteria types and do not address fungal infections. Some physicians may use first-line, antifungal therapy for patients at very high risk for fungal infection, or use antifungal therapy if the patient is not responding to broad-spectrum antibiotics while they are still awaiting the blood culture-based result. This therapeutic approach may still not treat the growing number of patients infected with the antimicrobial-resistant species nor may it be the best choice, as the type of therapy is dependent on the specific pathogen causing the infection, which is unknown.

This inefficient therapeutic approach has resulted in unnecessary treatment of a significant number of high-risk patients with expensive and often toxic therapies that can worsen a patient's condition. Such treatments may extend for many days while clinicians await blood culture-based diagnostic results. The overuse of ineffective, or even unnecessary, antimicrobial therapy is also a driving force behind the spread of antimicrobial-resistant pathogens, which the CDC recently called "one of our most serious health threats." The CDC has specifically noted increasing incidence of *Candida* infections due to azole- and echinocandin-resistant strains and considers it a "serious" threat level. According to the CDC, at least two million people in the United States acquire serious infections each year that are resistant to one or more of the antimicrobial therapies used to treat these patients. At least 23,000 of these people are estimated to die as a direct result of the resistant infections and many more may die from other conditions that are complicated by a resistant infection. Further, antimicrobial-resistant infections add considerable and avoidable costs to the already overburdened U.S. healthcare system, with the total economic cost estimated to be as high as \$20 billion in excess of direct healthcare costs, with additional costs to society as high as \$35 billion, due to lost productivity.

#### *Our T2Direct Diagnostics*

We believe T2MR delivers what no conventional technology currently available can: a rapid, sensitive and simple diagnostic platform to enable sepsis applications that can identify specific sepsis pathogens directly from an unpurified blood sample in hours instead of days at a level of accuracy equal to or better than blood culture-based diagnostics. The addition of the use of our products, T2Bacteria and T2Candida, with the standard of care for the management of patients suspected of sepsis enables clinicians to potentially treat 90% of patients with sepsis pathogen infections with the right targeted therapy within the first twelve hours of developing the symptoms of disease. Currently, high risk patients are typically initially treated with broad spectrum antibiotic drugs that typically cover approximately 60% of patients with infections. Of the remaining 40% of patients, approximately 30% of the patients have a bacterial infection and 10% have *Candida* infections. T2Candida and T2Bacteria are designed to identify pathogens commonly not covered by broad spectrum antibiotic drugs.

We believe our products provide a pathway for more rapid and targeted treatment of infections, potentially reducing the mortality rate by as much as 50% if a patient is treated within 12 hours of suspicion of infection and significantly reducing the cost burden of sepsis. Each year, approximately 250,000 patients in the United States die from sepsis. According to a study published by *Critical Care Medicine* in 2006, in sepsis patients with documented hypotension, administration of effective antimicrobial therapy within the first hour of detection was associated with a survival rate of 79.9% and, over the ensuing six hours, each hour of delay in initiation of treatment was associated with an average decrease in survival of 7.6%. According to such study, the survival rate for septic patients who remained untreated for greater than 36 hours was approximately 5%. The toll of sepsis on a patient's health can be severe: more than one-in-five patients die within two years as a consequence of sepsis. Sepsis is also the most prevalent and costly cause of hospital readmissions.

We believe the T2Direct Diagnostics addresses a significant unmet need in *in vitro* diagnostics by providing:

- **Limits of Detection as Low as 1 CFU/mL.** T2MR is the only technology currently available that can enable identification of sepsis pathogens directly from a patient's blood sample at limits of detection as low as 1 CFU/mL.



- **Rapid and Specific Results in as Few as Three Hours.** T2MR is the only technology that can enable species-specific results for pathogens associated with sepsis, directly from a patient's blood sample, without the need for blood culture, to deliver an actionable result in three hours.
- **Accurate Results Even in the Presence of Antimicrobial Therapy.** T2MR is the only technology that can reliably detect pathogens associated with sepsis, including slow-growing pathogens, such as *C. glabrata*, directly from a patient's blood sample, even in the presence of an antimicrobial therapy.
- **Easy-to-Use Platform.** T2MR eliminates the need for sample purification or extraction of target pathogens, enabling sample- to-result instruments that can be operated on-site by hospital staff, without the need for highly skilled technicians.

Our first U.S. Food and Drug Administration, or FDA-cleared products, the T2Dx and T2Candida, focus on the most lethal form of common blood stream infections that cause sepsis, *Candida*, which has an average mortality rate of approximately 40%. According to a 2005 report published in Antimicrobial Agents and Chemotherapy, this high mortality rate can be reduced to 11% with the initiation of targeted therapy within 12 hours of presentation of symptoms. Currently, a typical patient with a *Candida* infection averages 40 days in the hospital, including nine days in intensive care, resulting in an average cost per hospital stay of over \$130,000 per patient. In a study published in the American Journal of Respiratory and Critical Care Medicine in 2009, providing targeted antifungal therapy within 24 hours of the presentation of symptoms decreased the length of hospital stay by approximately ten days and decreased the average cost of care by approximately \$30,000 per patient. In addition, many hospitals initiate antifungal drugs, such as Caspofungin or Micafungin, while waiting for blood culture-based diagnostic results. We estimate this practice costs approximately \$500 per patient and is currently in use for over 40% of high-risk patients on average and for all high-risk patients in some hospitals. A negative result from T2Candida can provide timely data allowing physicians to avoid unnecessary antifungal treatment and potentially reduce the treatment cost further.

We believe that by identifying the specific species of *Candida*, physicians can administer the most effective therapy, significantly improving patient outcomes and reducing hospital costs. We further believe that the adoption of the T2Dx and T2Candida can decrease both the high mortality rate and excessive costs of *Candida* infections because these products can enable clinicians to make earlier and more informed decisions by providing positive test results to direct therapy and negative test results to reduce the use of antifungal drugs.

T2Bacteria, a multiplex diagnostic panel that detects the major bacterial pathogens associated with sepsis that are frequently not covered by first-line antibiotics, is CE-Marked and available commercially in Europe and other countries that accept the CE mark, as well as available as a research-use-only product in the United States. T2Bacteria runs on the T2Dx, and addresses the same approximately 6.75 million symptomatic high-risk patients as T2Candida while also expanding our reach to an additional two million people presenting with symptoms of infection in the emergency room setting. We believe that these factors make the United States market opportunity for T2Bacteria over \$1.0 billion, and that T2Bacteria has the potential to achieve similar performance capabilities and provide similar benefits as T2Candida.

To the extent that T2Bacteria is performed on an outpatient basis, third-party payors may separately reimburse our customers using existing CPT codes. By way of example, Medicare payment for outpatient clinical laboratory services is the lesser of the amount billed, the local fee for a geographic area, or the national limit established by the Centers for Medicare & Medicaid Services under the Clinical Laboratory Fee Schedule, or CLFS, on an annual basis. For 2017, the national limit for the series of CPT codes used to bill T2Bacteria is approximately \$220. Effective January 1, 2018, CLFS rates are based on weighted median private payor rates as required by the Protecting Access to Medicare Act of 2014. We believe that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our diagnostic products or additional pricing pressures.

## Clinical Utility

### T2Candida

#### DIRECT Clinical Trial—Clinical Infectious Disease

In 2013 and 2014, we conducted a pivotal clinical trial for our T2Dx Instrument and T2Candida, or the DIRECT trial. Our DIRECT trial consisted of two patient arms. The first arm, known as the Prospective Arm, consisted of 1,501 samples from patients with a possible infection. The second arm, known as the Contrived Arm, consisted of 300 samples, of which 250 patient specimens were labeled contrived because each contained a known quantity of *Candida* CFUs that were manually added to each sample, or spiked, at clinically relevant concentrations, while the remaining 50 patient specimens were specifically known not to contain *Candida*. The DIRECT trial was designed to evaluate the sensitivity and specificity of T2Candida on the T2Dx.

Sensitivity is the percent concordance, or the percentage of sample results that agree with a reference, or comparative, method for positive results. Specificity is the percent concordance to a reference method for negative results. If a sample does not agree with the result of a referenced method, it is considered discordant. In our clinical trial, the Prospective Arm was compared to blood culture and the Contrived Arm was compared to the known state, which means that it was in the known presence or absence of added *Candida* organisms.

The design of the DIRECT trial was reviewed by the FDA as part of pre-submission communications. The purpose of the DIRECT trial was to determine the clinical performance of T2Candida running on the T2Dx by identifying the following:

- clinical specificity of T2Candida results as compared to *Candida* negative blood culture results in specimens collected from patients in the Prospective Arm;
- clinical specificity of T2Candida results as compared to *Candida* negative samples collected from patients in the Contrived Arm;
- clinical sensitivity of T2Candida results as compared to the known *Candida*-positive specimens collected from patients in the Contrived Arm; and
- clinical sensitivity calculations of T2Candida results compared to the *Candida*-positive blood culture results in specimens collected from patients in the Prospective Arm.

50 known negative samples and 250 contrived samples (50 samples for each of the five *Candida* species included in the T2Candida Panel) were prepared and run in a blinded manner at the same clinical sites used for processing the prospective samples. The positive contrived samples were prepared by spiking clinical isolates into individual patient specimens at concentrations determined through publications and discussions with the FDA to be equivalent to the clinical state of patients who presented with symptoms of a *Candida* infection. 20% of the positive contrived samples were spiked at concentrations levels of less than 1 CFU/mL. The contrived samples were collected from patients referred for a diagnostic blood culture per routine standard of care — the same population of patients from whom prospective samples were collected. Unique isolates of the species were used for each patient sample, which means a total of 50 unique isolates were tested for each of the five species of *Candida* for a total of 250 unique isolates.

In addition to the pivotal clinical trial data that we submitted to the FDA, we also provided data from an analytical verification study to determine the limit of detection, or LoD, for each species identified by our T2Candida. The LoD was defined as the lowest concentration of *Candida* that can be detected in 95% of at least 20 samples tested at a single concentration.

The T2Candida Panel reports three results, where species are grouped together according to their responsiveness to therapy. *Candida albicans* and/or *Candida tropicalis* are reported as a single result, *Candida parapsilosis* is a single result, and *Candida krusei* and/or *Candida glabrata* are reported as a single result. Specificity and sensitivity are calculated for each reported result.

There are five relevant species of *Candida*, each of which were analyzed in the DIRECT trial. Each are listed in abbreviated form in the tables below. These species are *Candida albicans*, *Candida tropicalis*, *Candida parapsilosis*, *Candida krusei*, and *Candida glabrata*. The typical naming convention for a species is to abbreviate by using the first letter of the first word and the full second word; for example, *Candida krusei* is abbreviated as *C. krusei*. In the tables below, we also abbreviate each species name by the first letter of the second word; for example, *Candida albicans* and *Candida tropicalis* is A/T.

The following tables illustrate the results of the DIRECT trial. The primary sensitivity and specificity analysis is presented in Table A, followed by sub-analyses in Tables B and C. Additional data on the LoD and the time to results of T2Candida and the T2Dx are included in the remaining tables.

**Table A**  
**T2Candida Performance Characteristics**

	Overall Sensitivity	Overall Specificity
Number of Tests (%)	234/257 (91.1%)	5114/5146 (99.4%)

**Table B**  
**Overall Sensitivity and Specificity by Test**

		95% Confidence Interval	
<b>Specificity:</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	1679/1697 (98.9%)	98.3 -	99.4%
P ( <i>C. parapsilosis</i> )	1736/1749 (99.3%)	98.7 -	99.6%
K/G ( <i>C. krusei/C. glabrata</i> )	1699/1700 (99.9%)	99.7 -	100.0%
Total:	5114/5146 (99.4%)	99.1 -	99.6%
<b>Sensitivity:</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	96/104 (92.3%)	85.4 -	96.6%
P ( <i>C. parapsilosis</i> )	49/52 (94.2%)	84.1 -	98.8%
K/G ( <i>C. krusei/C. glabrata</i> )	89/101 (88.1%)	80.2 -	93.7%
Total:	234/257 (91.1%)	86.9 -	94.2%

**Table C**  
**Study Arm Sensitivity and Specificity by Test**

		95% Confidence Interval	
<b>Specificity (Prospective tests):</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	1479/1497 (98.8%)	98.1 -	99.3%
P ( <i>C. parapsilosis</i> )	1487/1499 (99.2%)	98.6 -	99.6%
K/G ( <i>C. krusei/C. glabrata</i> )	1499/1500 (99.9%)	99.6 -	100.0%
Total:	4465/4496 (99.3%)	99.0 -	99.5%
<b>Sensitivity (Prospective tests):</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	2/4 (50.0%)	6.8 -	93.2%
P ( <i>C. parapsilosis</i> )	2/2 (100.0%)	15.8 -	100.0%
K/G ( <i>C. krusei/C. glabrata</i> )	1/1 (100.0%)	2.5 -	100.0%
Total:	5/7 (71.4%)	29.0 -	96.3%
<b>Specificity (Contrived tests):</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	200/200 (100.0%)	98.2 -	100.0%
P ( <i>C. parapsilosis</i> )	249/250 (99.6%)	97.8 -	100.0%
K/G ( <i>C. krusei/C. glabrata</i> )	200/200 (100.0%)	98.2 -	100.0%
Total:	649/650 (99.8%)	99.1 -	100.0%
<b>Sensitivity (Contrived tests):</b>			
A/T ( <i>C. albicans/C. tropicalis</i> )	94/100 (94.0%)	87.4 -	97.8%
P ( <i>C. parapsilosis</i> )	47/50 (94.0%)	83.5 -	98.7%
K/G ( <i>C. krusei/C. glabrata</i> )	88/100 (88.0%)	80.0 -	93.6%
Total:	229/250 (91.6%)	87.4 -	94.7%

**Table D**  
**T2Candida Limit of Detection**

Species	Final LoD CFU/mL
<i>C. albicans</i>	2
<i>C. tropicalis</i>	1
<i>C. parapsilosis</i>	3
<i>C. glabrata</i>	2
<i>C. krusei</i>	1

**Table E**  
**Sensitivity Sub-Analysis: Sensitivity by Species Relative to LoD**

	LoD (CFU/ml)	≥ LoD			< LoD		
		Sensitivity	95% Confidence Interval		Sensitivity	95% Confidence Interval	
<i>C. albicans</i>	2	39/39 (100.0%)	91.0 -	100.0%	9/11 (81.8%)	48.2 -	97.7%
<i>C. glabrata</i>	2	35/37 (94.6%)	81.8 -	99.3%	7/13 (53.8%)	25.1 -	80.8%
<i>C. krusei</i>	1	40/40 (100.0%)	91.2 -	100.0%	6/10 (60.0%)	26.2 -	87.8%
<i>C. parapsilosis</i>	3	32/32 (100.0%)	89.1 -	100.0%	15/18 (83.3%)	58.6 -	96.4%
<i>C. tropicalis</i>	1	38/40 (95.0%)	83.1 -	99.4%	8/10 (80.0%)	44.4 -	97.5%
Total:		184/188 (97.9%)	94.6 -	99.4%	45/62 (72.6%)	59.8 -	83.1%

**Table F**  
Sensitivity Sub-Analysis: Sensitivity by Titer Level

	<1 CFU/ml Sensitivity	1 — 10 CFU/ml Sensitivity	11 — 30 CFU/ml Sensitivity	31 — 100 CFU/ml Sensitivity
<i>C. albicans</i>	8/10 (80.0%)	18/18 (100.0%)	17/17 (100.0%)	5/5 (100.0%)
<i>C. glabrata</i>	5/10 (50.0%)	16/18 (88.9%)	16/17 (94.1%)	5/5 (100.0%)
<i>C. krusei</i>	6/10 (60.0%)	18/18 (100.0%)	17/17 (100.0%)	5/5 (100.0%)
<i>C. parapsilosis</i>	8/10 (80.0%)	17/18 (94.4%)	17/17 (100.0%)	5/5 (100.0%)
<i>C. tropicalis</i>	8/10 (80.0%)	16/18 (88.9%)	17/17 (100.0%)	5/5 (100.0%)
Total:	35/50 (70.0%)	85/90 (94.4%)	84/85 (98.8%)	25/25 (100.0%)

**Table G**  
Sensitivity Sub-Analysis: Sensitivity by Species Relative to Clinically Relevant Concentrations

Species	Clinically Relevant Concentration	Sensitivity ≤ Relevant CFU	Sensitivity ≥ Relevant CFU
<i>C. tropicalis</i>	1-10 CFU/mL	80%	95%
<i>C. krusei</i>	11-30 CFU/mL	85.7%	100%
<i>C. glabrata</i>	11-30 CFU/mL	75%	96%
<i>C. albicans</i>	1-10 CFU/mL	80%	100%
<i>C. parapsilosis</i>	11-30 CFU/mL	89.3%	100%
Total		82.7%	98%

**Table H**  
Time to species identification or negative result for T2MR and Blood Culture

	Blood Culture	T2Dx
Time to Results (hours)		
Mean ± SD (N)	126.5 ± 27.3 (1470)	4.2 ± 0.9 (1470)
Median	121.0	4.1
(Min, Max)	(12.4, 247.2)	(3.0, 7.5)
Time to Positive Results(1),(2) (hours)		
Mean ± SD (N)	43.6 ± 11.1 (4)	4.4 ± 1.0 (4)
Median	46.1	4.6
(Min, Max)	(28.1, 54.1)	(3.2, 5.4)
Time to Negative Results(1),(2) (hours)		
Mean ± SD (N)	126.7 ± 27.0 (1466)	4.2 ± 0.9 (1466)
Median	121.1	4.1
(Min, Max)	(12.4, 247.2)	(3.0, 7.5)

- (1) Includes samples that are 100% concordant for both methods (i.e. does not include discordant results). We do not include discordant results because a comparison of the duration of time to positive result requires that both the blood culture result and the T2Candida result be positive for a given specimen. Similarly, a comparison of the duration of time to negative result requires that both the blood culture result and the T2Candida result be negative for a given specimen. We therefore would exclude any sample with a discordant result where blood culture yields one result and T2Candida yields the opposite result.
- (2) Refers to time to species identification or final negative result.

Results from the study were published in *Clinical Infectious Disease* in 2015 in an article entitled: "T2 Magnetic Resonance Assay for the Rapid Diagnosis of Candidemia in Whole Blood: A Clinical Trial." The study findings include:

- the overall sensitivity (Prospective and Contrived Arm combined) of T2Candida was 91.1%;
- the average specificity of the three test results for the Prospective and Contrived Arms combined was 99.4% (see Table A) with the specificity by test result ranging from 98.9% to 99.9% (see Table B);
- in the Contrived Arm of the study, the average specificity was 99.8%, with the specificity by test result ranging from 99.6% to 100% (see Table C);
- in the Prospective Arm of the study, the average specificity was 99.3%, with the specificity by test result ranging from 98.8% to 99.9% (see Table C);

- in the Contrived Arm of the study, the average sensitivity was 91.6%, with the sensitivity by test result ranging from 88.0% to 94.0% (see Table C); and
- in the Prospective Arm of the study, the average sensitivity was 71.4% (see Table C).

In this study, the following observations were reported:

- within the Prospective Arm, T2Candida accurately detected a rare co-infection in one study patient with *C. albicans* and *C. parapsilosis* in their bloodstream;
- T2Candida detected at least one infection that was not identified by blood culture, which was determined to be a *Candida* infection seven days after the T2Candida result was obtained. This case is considered a discordant result for the purposes of the FDA filing because of the disagreement between T2Candida and the blood culture-based results, despite the accurate identification by T2Candida. Along with ten other patients with clinical symptoms or microbiological evidence of infection, the study findings indicate that the true sensitivity and specificity of T2Candida may be higher than the reported values;
- the LoD of T2Candida was demonstrated to be 1 to 3 CFU/mL depending upon the species of *Candida* (see Table D). In the Contrived Arm of the study, T2Candida positively detected 97.9% of the samples spiked at and above the LoD while also detecting 72.6% of all samples spiked at concentration levels below the LoD (see Table E);
- in the Contrived Arm of the study, T2Candida detected 97% of cases at or above 1 CFU/mL and 70% of cases below 1 CFU/mL (see Table F);
- in the Contrived Arm of the study, T2Candida detected 98% of cases at or above clinically relevant concentrations of *Candida*, ranging from 95% to 100% detection depending on the *Candida* species (see Table G);
- T2Candida demonstrated an average time to positive result of 4.4 hours compared to blood culture average time to result of 129 hours;
- T2Candida demonstrated an average time to negative result of 4.2 hours compared to blood culture average time to result of >120 hours; and
- T2Candida has a negative predictive value of 99.8% in a standard population. Negative predictive value is the probability that subjects with a negative result truly do not have the disease.

The authors of the study made the following conclusions based on the study results:

- Because mortality due to invasive candidiasis has remained high and unchanged for the past two decades and early initiation of appropriate antifungal therapy has been reported to reduce mortality by at least two-thirds, the rapid and accurate diagnostic capability offered by this novel technology has the potential to change the management and prognosis of the disease.
- The ability to rapidly and accurately exclude the possibility of candidemia can have significant implications in clinical practice, by decreasing the number of patients who need to be on empiric antifungal therapy, and thus decreasing the incidence of resistant strains, the potential of side effects of antifungal treatment, and substantial healthcare costs.
- A key advantage of T2MR over other biosensors is that it does not require culture and sample purification or preparation.

#### *Massachusetts General Hospital Study — Science Translational Medicine*

We co-authored a study with investigators from Massachusetts General Hospital, or MGH, to evaluate the sensitivity and specificity of T2MR to detect *Candida* compared to blood culture-based diagnostics. Results from the study were published in an article entitled “T2 Magnetic Resonance Enables Nanoparticle-Mediated Rapid Detection of Candidemia in Whole Blood” in *Science Translational Medicine* in 2013. In this study:

- T2MR was tested across 320 contrived whole blood samples, each containing one of the five clinically relevant species of *Candida*, and was able to detect each of the species at a LoD ranging from 1 to 3 CFU/mL.
- T2MR was tested across 24 whole blood specimens from patients exhibiting symptoms of sepsis, with eight *Candida* positive, eight bacteria positive and eight negative samples. Results showed 100% sensitivity and 100% specificity of T2MR when compared with blood culture results for identification of *Candida*.
- In patients with *Candida* treated with antifungal therapy, T2MR detected the presence of *Candida* in patient samples drawn up to four days after antifungal administration, while blood culture failed to identify the infection upon administration of antifungal therapy.

#### *University of Houston Study — Diagnostic Microbiology and Infectious Disease*

We sponsored an independent study at the University of Houston to directly compare the sensitivity and time to result of T2Candida running on the T2Dx and blood culture-based diagnostics. In this study, contrived blood samples were split between T2Candida using the T2Dx and standard blood culture. The study showed improved performance of T2Candida over blood culture in terms of speed and sensitivity. The

following findings were published in an article entitled “Comparison of the T2Dx Instrument with T2Candida Diagnostic Panel and Automated Blood Culture in the Detection of *Candida* Species Using Seeded Blood Samples” in *Diagnostic Microbiology and Infectious Disease* in 2013:

- T2Candida detected all of the samples of *C. glabrata* at concentrations of 2.8 CFU/mL, while blood culture was not able to detect *C. glabrata* in any of the samples, even at a higher concentration of 11 CFU/mL and with the standard five-day run time.
- T2Candida detected all of the samples for all of the species of *Candida* at concentration levels of 3.1 to 11 CFU/mL.
- The average time to species identification was approximately three hours for T2Candida, as opposed to over 60 hours for blood culture.

The following table summarizes the results of our University of Houston study. The five relevant species of *Candida* were analyzed in the University of Houston study.

**Contrived blood samples at concentrations between 3.1 — 11 CFU/mL**

	Blood Culture (n=20 per species)		T2Candida (n=13-20 per species)	
Average time to positive result	63.23 ± 30.27 hours		3 hours	
	<i>C. albicans</i>	= 100%	<i>C. albicans</i>	= 100%
	<i>C. tropicalis</i>	= 100%	<i>C. tropicalis</i>	= 100%
Detection rate	<i>C. parapsilosis</i>	= 100%	<i>C. parapsilosis</i>	= 100%
	<i>C. glabrata</i>	= 0%	<i>C. glabrata</i>	= 100%
	<i>C. krusei</i>	= 100%	<i>C. krusei</i>	= 100%
Sensitivity	100%			
Specificity	98%			

*Clinical Data Review of T2MR and T2Candida—Future Microbiology*

Dr. Michael Pfaller (former T2 Biosystems Chief Medical Officer), Donna Wolk, PhD (Geisinger Health System), and Tom Lowery, PhD (T2 Biosystems Chief Scientific Officer) collaborated to perform a meta-analysis of T2MR and T2Candida data that was published in *Future Microbiology* in 2015 with the title *T2MR and T2Candida: novel technology for the rapid diagnosis of candidemia and invasive candidiasis*. The article had the following overall summary statements and conclusions:

- There is an urgent need to rapidly and accurately detect and identify fungal pathogens. Current culture-based methodologies are too slow and, with some organisms like *C. glabrata*, may fail altogether due to the insensitivity of some blood culture systems to detect this slow-growing species.
- The development and FDA approval of T2Candida represents the advent of a new class of infectious disease diagnostics that enable rapid, direct detection and identification of pathogens in a culture-independent manner. The new panel will reduce the time to detection and species identification for common *Candida* species.
- As of the date of publication of the article, the T2Candida Panel had identified over 31 cases of candidemia and 12 cases of candidiasis. In the latter 12 cases, blood culture was unable to detect any of those proven infections. There were an additional ten patients with probable or suspected invasive candidiasis, but patient record review was not available to include these cases. More specifically, across all studies to date, T2Candida had successfully detected 43 of 45 patients with confirmed candidemia (31/33) or candidiasis (12/12). When including patients with probable candidiasis, T2Candida detected 10 of 10 patients, totaling 53 of 55 cases detected for candidemia or candidiasis. In this aggregate population, blood culture only detected 33 of 55 patients. Table 7 from the article summarizes the data showing increases in sensitivity for T2Candida vs. blood culture.

Disease detected	T2Candida	Blood culture	Total <i>Candida</i> infections
Candidemia	31	33	33
Invasive candidiasis	12	0	12
Probable or suspected invasive candidiasis	10	0	10
Total cases	53	33	55
Sensitivity	96.4% (53/55)	60% (33/55)	

- Across all studies to date, T2Candida had an overall specificity of greater than 99.4% from more than 1,560 patients.
- Application of the T2Candida Panel facilitates the diagnosis of candidemia and other forms of invasive candidiasis and promises to have major clinical impact resulting from the diagnosis of previously unrecognized, deep-seated candidiasis as well as from the ‘real-time’ (hours) detection of candidemia. The earlier species-level diagnosis provided by T2Candida will allow targeted pre-emptive antifungal therapy which should result in a decrease in *Candida* -associated morbidity, mortality, and excess length of stay in the hospital and at the same time reduce unnecessary empiric antifungal therapy. T2Candida provides breakthrough performance in the detection and identification of *Candida* direct from patient samples and may significantly impact patient mortality and hospital costs.

#### *DIRECT2 Pivotal Clinical Trial – Clinical Infectious Diseases*

The DIRECT2 study, published in *Clinical Infectious Diseases*, was a multi-center study involving 14 sites and evaluated the performance of T2Candida and blood culture in N=152 candidemic patients. T2Candida detected 89% of infections across this patient population, validating the 91.1% clinical sensitivity reported from the FDA pivotal study for the T2Candida in a much larger patient population. Additionally, T2Candida detected almost twice as many confirmed infections as blood culture in patients receiving antifungal therapy. This indicates that T2Candida is a more effective diagnostic tool for patients treated with pre-emptive or empiric antifungal therapy. Consistent with other studies, the time savings afforded by T2Candida was significant. The median time to detection of *Candida* by diagnostic blood cultures and subsequent species identification was 3.4 days. In comparison, T2Candida provides diagnostic results in an average time of 4.4 hours. The authors noted that T2Candida “ushers in a new era in which rapid molecular testing for invasive candidiasis will serve as an adjunct to microbiologic cultures.”

#### *STAMP Study – Journal of Clinical Microbiology*

The STAMP study, published in the *Journal of Clinical Microbiology*, compared blood culture to T2Candida for monitoring the clearance of an infection when a patient is being treated with antifungal drugs. The study demonstrated that T2Candida can detect the ongoing presence of a *Candida* infection while blood culture often yields false negative test results because the administration of antifungal drugs can impede the growth of cells that blood culture requires to detect an infection. These observations are consistent with the DIRECT2 study. The authors concluded that T2Candida can be an effective tool for reliably identifying patients that have cleared an infection, which can reduce the unnecessary and expensive antifungal therapy. The STAMP study evaluated running multiple diagnostic tests for patients with confirmed *Candida* infections who were receiving antifungal drugs. The study demonstrated that T2Candida outperforms blood culture for monitoring the clearance of *Candida* infections.

- T2Candida was positive in 23 patient samples, compared to only 7 for blood culture in cases of true infection.
- T2Candida identified every infection that was detected by blood culture and provided actionable results 3 days earlier than blood culture.
- T2Candida detected a *Candida* infection that blood culture missed in one patient during the study.
- T2Candida results were a better indicator of disease clearance than blood culture, as two consecutive T2Candida negative results indicated that the patient no longer had an active infection in the blood that required aggressive management.
- STAMP study data suggest that serial testing of patients with the T2Candida Panel may enable more timely management of infections, de-escalation of therapy, better source control and overall reduced costs of care.

#### *T2 Magnetic Resonance Assay Improves Timely Management of Candidemia – The Journal of Antimicrobial Stewardship*

Another study published in *The Journal of Antimicrobial Stewardship* entitled “T2 Magnetic Resonance Assay Improves Timely Management of Candidemia” compared the management of candidemic patients before and after the implementation of T2Candida and was designed to evaluate time to appropriate therapy. Patients tested with the T2MR platform were treated in a median of 5 hours, a more than 8-fold reduction as compared to that based on blood culture, which delayed appropriate therapy by a median of 44 hours. This speed advantage demonstrates that the T2MR platform may be a valuable clinical tool to aid antifungal stewardship’s goal to deliver timely antifungal therapy for infected patients. In addition to speed, the use of the T2MR platform provided increased identification of *Candida* infections. Consistent with the performance of blood culture and T2MR published in other studies, the *Candida* species was definitively identified in 93% of patients after implementation of T2MR and in only 57% of patients prior to implementation of T2MR. Prior to implementation of T2Candida, the only diagnostic tests used at Henry Ford Health System were blood culture and beta-D-glucan (BDG). The authors also identified an additional clinically relevant improvement in patient outcomes after the implementation of T2MR: a significant reduction of *Candida* ocular involvement from 30% to 12% was observed. The authors point out this could be associated with improved sensitivity of T2MR or due to improved timeliness of patient management by T2MR. Although the study was not adequately powered to evaluate reduction in patient mortality rates, the authors note that appropriately treating patients within 24 hours of the onset of disease is proven to reduce mortality rates from 41% to below 16%. T2MR is the only diagnostic method presented in this study with the speed and accuracy necessary to enable therapeutic decisions that achieve this reduction in mortality.

## Customer Presentations

Over the past 12 to 18 months, customers have begun to report on their experiences with T2Candida at conferences and in publications. Below is a summary of some those reports.

- Investigators at the Henry Ford Health System reported data that demonstrated that after the implementation of T2Candida in their hospital system, the hospital system projected that it may save an estimated \$2.3M annually, reduced median ICU length of stay by seven days per patient ( $p=0.009$ ), and reduced total length of stay by four days per patient ( $p=0.164$ ). Additionally, 75% of negative patients had antifungals discontinued or deescalated.
- Investigators at the Lee Health System reported that after the implementation of T2Candida, they have experienced a reduction in the average length of stay per patient by 7 days, unnecessary antifungal therapy was avoided in 41% of patients, and unnecessary antifungal therapy was discontinued after 1 dose in another 15% of patients, and the average net antifungal savings was \$195 for every patient tested with T2Candida.
- Investigators at Riverside Community Hospital reported that implementation of T2Candida led to therapy being discontinued for 100% of patients who tested negative, and for patients who tested positive and had not been on antifungals prior to testing, 83% of patients who tested positive received appropriate therapy within six hours of blood drawing and 100% within nine hours of blood draw.
- Investigators at Huntsville Hospital, showed that use of T2Candida resulted in reduction in duration of therapy and time to de-escalation in negative patients. This yielded net pharmacy savings of approximately \$280 per patient tested. T2Candida also detected 56% more positive patients than blood culture.
- Investigators at the University Di Roma reported that T2Candida detected invasive candidiasis that were not identified by blood culture. T2Candida identified three cases of *C. albicans* and one case of *C. glabrata* that were proven accurate with additional *in vitro* diagnostic testing and diagnostic imaging.

## Candida Auris

In September 2017, we entered into an agreement with the CDC, pursuant to which the CDC agreed to validate the T2Dx in its laboratory for potentially testing and monitoring the emergence and outbreaks of the superbug *Candida auris*.

*Candida auris* is a multi-drug resistant pathogen recognized by the CDC as a serious global health threat because it can be resistant to all three major classes of antifungal drugs and is difficult to identify. The CDC has also reported that more than one-in-three patients with *Candida auris* infections have died. Unlike most other species of *Candida*, *Candida auris* can spread quickly in a hospital making rapid identification and hospital environment surveillance a critical component of containing these outbreaks. Existing laboratory methods that detect *Candida auris*, including blood culture, suffer from prolonged detection times and low accuracy, which exacerbates the challenge in the fight to contain the superbug. Recently, reported cases have surged internationally, and the CDC has reported a significant increase in infected patients in the United States. According to the European Centre for Disease Prevention and Control, hospital outbreaks have occurred in the United Kingdom and Spain. Because *Candida auris* can be resistant to most treatment options and can spread so quickly, these hospital outbreaks have been difficult to contain by even the most enhanced control measures.

The goals of the CDC collaboration were to use the T2Dx Instrument to (i) validate the detection of *Candida auris* from patient skin samples and hospital environmental samples, (ii) validate a process for surveillance of *Candida auris* in healthcare facilities from skin and environmental samples, and (iii) assist state and local public health labs in combating the outbreak. In a study presented at ASM Microbe 2018 regarding the detection of *Candida auris*, it was found that the T2MR technology provided accurate diagnostic results from patient skin samples. The study concluded that T2MR could be used to provide a more rapid detection of *Candida auris* in patient skin swabs. This study was subsequently published as an article entitled "Evaluation of a new T2 Magnetic Resonance assay for rapid detection of emergent fungal pathogen *Candida auris* on clinical swab samples" in the journal *Mycoses*.

## T2Bacteria

### T2Bacteria Panel Pivotal Clinical Study Information

On May 24, 2018, we received market clearance from the FDA for T2Bacteria, a multiplex diagnostic panel that runs on the T2Dx instrument and detects five major bacterial pathogens associated with sepsis and, in conjunction with T2Candida and standard empiric therapy regimens, may enable the early, appropriate treatment of 90% of sepsis patients. T2Bacteria addresses the same approximately 6.75 million symptomatic high-risk patients as T2Candida and also a new population of patients who are at increased risk for bacterial infections, including an additional two million patients presenting with symptoms of infection in the emergency room setting.

On August 4, 2017 we completed a pivotal clinical study of T2Bacteria, which is a qualitative T2MR assay designed for the direct detection of bacterial species in human whole blood specimens from patients with suspected bacteremia. T2Bacteria is designed to identify five species of bacteria directly from human whole blood specimens: *Enterococcus faecium*, *Escherichia coli*, *Klebsiella pneumoniae*, *Pseudomonas aeruginosa*, and *Staphylococcus aureus*. Outside of the United States, the CE marked T2Bacteria panel identifies all 5 of these species along with a 6<sup>th</sup> species, *Acinetobacter Baumannii*.



To the extent that T2Bacteria is performed on an outpatient basis, third-party payors may separately reimburse our customers using existing CPT codes for patients who are not admitted to the hospital. By way of example, Medicare payment for outpatient clinical laboratory services is the lesser of the amount billed, the local fee for a geographic area, or the national limit established by the Centers for Medicare & Medicaid Services under the Clinical Laboratory Fee Schedule, or CLFS, on an annual basis. For 2017, the national limit for the series of CPT codes used to bill T2Bacteria is approximately \$220. Effective January 1, 2018, CLFS rates are based on weighted median private payor rates as required by the Protecting Access to Medicare Act of 2014. We believe that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our diagnostic products or additional pricing pressures.

The performance characteristics of T2Bacteria were evaluated through a series of analytical studies as well as a multi-center clinical study. The clinical study evaluated the performance of T2Bacteria in comparison to the current standard of care, blood culture.

The clinical study consisted of two arms, a prospective arm and a seeded arm. In the prospective arm, a total of 1,427 subjects were tested at eleven geographically dispersed and demographically diverse sites in the United States. In the seeded arm, 300 specimens of known bacterial composition were evaluated at three sites. Seeded specimens were prepared by spiking whole blood with multiple strains of the bacterial species detected by T2Bacteria at defined concentrations (CFU/mL). Fifty negative blood samples also were evaluated as part of the seeded arm of the study. In total, 1,777 (1,427 prospective specimens and 350 seeded and negative) clinical samples were tested to evaluate the clinical performance of T2Bacteria.

Data from the pivotal clinical trial was presented at the Association of Molecular Pathology annual meeting in November 2017. Results from the trial demonstrated that T2Bacteria can deliver actionable results in an average of 5.4 hours, compared to an average of 60 hours for detecting the same species by blood culture. In addition, T2Bacteria identified 63 infected patients that were missed by the paired blood culture that was simultaneously run. The reported sensitivity was 96%, compared to a sensitivity of 38% for the paired blood culture as measured by the total of 102 patients with confirmed infections by any culture result. More specifically, the study findings include:

- The overall sensitivity for the prospective and seeded arms combined was 95.8% (see Table I below);
  - In the seeded arm of the study, the average sensitivity was 96.8% (see Table K), with the sensitivity by bacterial target ranging from 90.9% to 100.0% (see Table L);
  - In the prospective arm of the study, the average sensitivity was 89.7% (see Table M), with the sensitivity by bacterial target ranging from 81.3% to 100.0% (see Table N);
- The average specificity for the prospective and seeded arms combined was 98.1% (see Table I);
  - In the seeded arm of the study, the average specificity of the test was 99.0% (see Table K), with the specificity by bacterial target ranging from 97.3% to 100.0% (see Table L);
  - In the prospective arm of the study the average specificity of the test was 97.9% (see Table M), with the specificity by bacterial target ranging from 95.0% to 99.4% (see Table N);
- In the prospective arm of the study, results that were identified as positive by T2Bacteria but negative by blood culture were evaluated by looking at additional blood culture results obtained +/- 14 days of the paired T2 / blood culture draw. 36% of the T2 positive / blood culture negative results were found to be culture positive for the organism identified by the T2Bacteria Panel within the defined 14 day window (Table N).
- In the prospective arm of the study, four specimens that were identified as negative by T2Bacteria but positive by blood culture were evaluated by running a second archived blood sample. Two of the four samples generated positive results by T2Bacteria that were in agreement with blood culture, one for *S. aureus* and the other for *E. coli*.

**Table I: T2Bacteria Panel Overall Performance for Prospective and Seeded Arms**

Sensitivity	95% CI	Specificity	95% CI
95.4% (209 / 219)	91.8%-97.5%	97.9% (8,416/8,596)	97.6%-98.2%

**Table J: T2Bacteria Panel Combined Performance for Prospective and Seeded Arms**

Species	Sensitivity (PPA)		Specificity (NPA)	
	Sensitivity	95% CI	Specificity	95% CI
<i>E. coli</i>	90.9% (30/33)	76.4% - 96.9%	95.4% (1637/1716)	94.3% - 96.3%
<i>E. faecium</i>	100.0% (41/41)	91.4% - 100.0%	99.5% (1717/1726)	99.0% - 99.7%
<i>K. pneumoniae</i>	100.0% (46/46)	92.3% - 100.0%	98.6% (1697/1721)	97.9% - 99.1%
<i>P. aeruginosa</i>	97.7% (43/44)	88.2% - 99.6%	97.7% (1682/1722)	96.9% - 98.3%
<i>S. aureus</i>	89.1% (49/55)	78.2% - 94.9%	98.4% (1683/1711)	97.6% - 98.9%

- PPA (sensitivity) calculated against samples with titer levels at or above limit of detection (LoD) in Seeded Arm and blood culture positives in Prospective Arm
- NPA (specificity) calculated from all samples (including below LoD and unspiked negative samples) as the total number of negative channels divided by total number of non-spiked channels in Seeded Arm and blood culture negatives in Prospective Arm.

**Table K: T2Bacteria Panel Seeded Sample Performance**

Sensitivity	95% CI	Specificity	95% CI
96.7% (174 / 180)	92.9%-98.5%	98.9% (1,483/1,500)	98.2%-99.3%

- PPA (sensitivity) calculated against samples with titer levels at or above limit of detection (LoD)

**Table L: T2Bacteria Panel Seeded Sample Performance**

Species	Sensitivity (PPA)		Specificity (NPA)	
	PPA	95% CI	NPA	95% CI
<i>E. coli</i>	90.9% (20/22)	72.2 - 97.5%	97.3% (292/300)	94.8 - 98.6%
<i>E. faecium</i>	100% (40/40)	91.2 - 100%	100% (300/300)	98.7 - 100%
<i>K. pneumoniae</i>	100% (40/40)	91.2 - 100%	99.3% (298/300)	97.6 - 99.8%
<i>P. aeruginosa</i>	97.4% (38/39)	86.8 - 99.5%	97.7% (293/300)	95.3 - 98.9%
<i>S. aureus</i>	92.3% (36/39)	79.7 - 97.3%	100% (300/300)	98.7 - 100%

- PPA (sensitivity) calculated against samples with titer levels at or above limit of detection (LoD)

**Table M: T2Bacteria Panel Overall Performance for Prospective Arm**

Sensitivity	95% CI	Specificity	95% CI
89.7% (35/39)	76.4%-95.9%	97.7% (6,933/7,096)	97.3%-98.0%

**Table N: T2Bacteria Panel Performance as Compared to Blood Culture — Prospective Arm**

Species	Sensitivity (PPA)		Specificity (NPA)	
	Sensitivity	95% CI	Specificity	95% CI
<i>E. coli</i>	90.9% (10/11)	62.3 - 98.4%	95.0% (1345/1416)	93.7 - 96.0%
<i>E. faecium</i>	100.0% (1/1)	20.7 - 100%	99.4% (1417/1426)	98.8 - 99.7%
<i>K. pneumoniae</i>	100.0% (6/6)	61.0 - 100%	98.5% (1399/1421)	97.7 - 99.0%
<i>P. aeruginosa</i>	100.0% (5/5)	56.6 - 100%	97.7% (1389/1422)	96.8 - 98.3%
<i>S. aureus</i>	81.3% (13/16)	57.0 - 93.4%	98.0% (1383/1411)	97.1 - 98.6%

**Table O: Summary of T2(+)/BC(-) Results in Prospective Arm**

Species	T2(+)/BC(-) total	Other Blood Culture positive <sup>1</sup>	Sequencing positive <sup>2</sup>	T2(+)/BC(-) associated with strong evidence of infection <sup>3</sup>	T2(+)/BC(-) associated with other evidence of infection Non-Blood Matrices Culture Positive <sup>4</sup>	T2(+)/BC(-) associated with no evidence of infection
<i>E. faecium</i>	9	2	2	44.4% (4/9)	33.3% (3/9)	22.2% (2/9)
<i>E. coli</i>	63	12	9	33.3% (21/63)	12.7% (8/63)	54.0% (34/63)
<i>K. pneumoniae</i>	22	6	8	63.6% (14/22)	13.6% (3/22)	22.7% (5/22)
<i>P. aeruginosa</i>	33	3	8	33.3% (11/33)	12.1% (4/33)	54.5% (18/33)
<i>S. aureus</i>	28	16	3	67.9% (19/28)	17.9% (5/28)	14.3% (4/28)
<b>Total</b>	<b>155</b>	<b>39</b>	<b>30</b>	<b>44.5% (69/155)</b>	<b>14.8% (23/155)</b>	<b>40.7% (63/155)</b>

<sup>1</sup>Blood cultures positive for the T2 species identified other than the paired blood culture and processed within ± 14 days of collection of the T2 sample.

<sup>2</sup> Sequencing from blood samples drawn at the same time as collection of the T2 sample and positive for the T2 species identified, where this sequencing assay was only run on subjects without positive evidence from other sample sources (footnote 1 and 4).

3 Strong evidence defined as a T2 positive result associated with a blood culture positive from a different draw than T2 draw or a sequencing positive result from a blood sample drawn concurrently with the T2 draw.

4 Other cultures from non-blood sample matrices positive for the T2 species identified within  $\pm$  14 days of collection of the T2 sample.

#### Customer Presentations

In 2017, two customers reported on their experiences with T2Bacteria. Below is a summary of those reports.

- Investigators at the Catholic University School of Medicine in Rome, Italy, presented interim data from a study in which T2Bacteria achieved 100% sensitivity and 97% specificity in analytical studies, and in clinical studies, it identified patients with infection in as fast as four hours, while blood culture took up to five days, inclusive of multiple cases where T2Bacteria identified patients missed by blood culture with proven infections.
- Investigators at Northwestern University in Chicago, Illinois, presented data demonstrating that T2Bacteria had 89% sensitivity for bacterial infections while blood culture only detected 68% of infections, and positive T2Bacteria results for patients on antibiotic therapy correlated to more serious and poorly controlled infections.

In 2018, several other customers and clinical researchers have reported on their experience with T2Bacteria. These include the following:

- Investigators at the Gemelli Hospital in Rome, Italy published a study in the Journal of Antimicrobial Chemotherapy (April 2018) entitled “T2Bacteria magnetic resonance assay for the rapid detection of ESKAPE pathogens directly in whole blood. This prospective study was with 129 adult patients in the ICU and ED. It showed that T2Bacteria achieved faster time to species ID than blood culture, or BC: 5.5h  $\pm$  1.4h vs. BC 25.2h  $\pm$  15.2h (P<0.001) and faster time to negative results 6.1h  $\pm$  1.5h vs. BC 120.0h  $\pm$  0.0h (p<0.001). Additionally, T2Bacteria performed with a sensitivity and specificity of 90% and 98%, respectively, according to true infection criteria.
- Investigators at Lee Health in Fort Myers, FL reported at MAD-ID in May 2018 a study entitled “Early experience with the T2Bacteria Research Use Only (RUO) Panel at a community hospital”. This prospective study was conducted at Lee Health, Fort Myers, FL in 28 adult patients presenting to the ED. It showed that T2Bacteria allowed testing from whole blood samples and provided final results within 4 hours. T2Bacteria provided positive and negative results approximately 20 hours and 122 hours sooner than BCs, respectively (p<0.001). It detected 5 organisms not identified by BC and in these 28 patients greater than 30 opportunities for de-escalation of coverage based on negative results for *S. aureus* or *P. aeruginosa* were identified.
- At ASM Microbe in June 2018 investigators from the Ochsner Medical Center presented a study entitled “Evaluation of the T2Bacteria Panel compared to standard blood culture at Ochsner Medical Center”. This blinded, prospective study was conducted at Ochsner Medical Center, New Orleans, LA in 178 adult subjects presenting to the ED. In this cohort, T2Bacteria demonstrated an overall average of 100% sensitivity and 99% specificity. T2Bacteria did not miss any growth from BC of a bacteria species on panel and detected true positives.
- Another group of investigators presented at ASM Microbe in June 2018 a study entitled “Validation of a rapid diagnostic test on whole blood for early identification of pathogens in patients in the intensive care unit.” This a combined prospective and retrospective study conducted by Northwestern University with 91 retrospective samples and 58 prospective samples from patients admitted to the ICU. Overall, T2Bacteria was 87% sensitive and 95% specific for the detection of six different organisms compared to BC; The calculated specificity is limited by comparison to BC because many studies demonstrate that BC itself is poorly sensitive. As further support, T2Bacteria detected organisms in the blood when BC was negative but evidence of infection in the kidney, bone, soft-tissue, intra-abdominal area, or lungs was available; a positive T2Bacteria result in this setting may indicate poor source control, inappropriate antibiotics or poor host defenses.
- Researchers from UPMC presented at ASM Microbe 2018 and ID Week in October 2018 on the pivotal T2Bacteria study in a presentation entitled “Clinical performance of T2Bacteria among patients with bloodstream infections due to five common bacterial species.” This pivotal, clinical multicenter prospective trial was conducted in 11 U.S. Centers with 1427 subjects from presenting to the ICU or ED. They further reported in the pivotal study manuscript that overall, T2Bacteria detected ~66% of BSIs, excluding common contaminants. The mean time to BC+ was 38.5h  $\pm$  32.8h; the mean time to BC speciation was 71.7h  $\pm$  39.3h; mean time to T2B result was 3.6h  $\pm$  0.2h – 7.70hr  $\pm$  1.38h; T2Bacteria demonstrated 90% per patient specificity in detecting Blood Stream Infection (BSI) and per assay specificity of 90%. The study pointed out that potential advantages of T2Bacteria over Blood Culture include detection of bacteremia several days before Blood Culture (3-5 hours versus 2-3 days), diagnosing infections missed by Blood Culture, identifying patients with incorrect antibiotics and patients with extra-blood site infections.

#### Lyme Disease

We believe that T2MR can also address the significant unmet need associated with Lyme disease, a tick-borne illness that can cause prolonged neurological disease and musculoskeletal disease. For patients with Lyme disease, early diagnosis and appropriate treatment significantly reduces both the likelihood of developing neurological and musculoskeletal disorders, as well as the significant costs associated with treating these complications. Multiple diagnostic methods are used to test for Lyme disease today, which are labor-intensive, can take weeks to

process, and are subject to high false negative rates due to their inability to detect the disease, making each method unreliable in the diagnosis of the condition. Because of these limitations, patients are frequently misdiagnosed or are delayed in the diagnosis of this disease.

According to the CDC, Lyme disease affects approximately 30,000 people in the U.S. each year, but the CDC also estimates that the actual number is closer to 360,000 due to under-reporting because of poor diagnostic methods. Approximately 3.4 million tests are run for Lyme disease each year, including serology testing, PCR techniques and blood culture, which has low sensitivity and takes approximately two to three weeks to provide results. Inadequate identification of Lyme disease may lead to antibiotic resistance, significant costs, and transmission of the disease through healthcare procedures such as blood transfusion. The misdiagnosis of Lyme disease has been reported to have an annual cost of more than \$10,000 per patient in the United States, representing over \$3 billion per year.

Our product candidate, T2Lyme, will identify the bacteria that cause Lyme disease directly from the patient's blood, without the need for blood culture which, for the bacteria associated with Lyme disease, can take several weeks. Our Lyme product candidate is currently in development and we initiated a T2Lyme clinical trial in May 2018. The test panel is expected to be run on the T2Dx, the same instrument currently used to run T2Candida and T2Bacteria. We anticipate the T2Lyme test panel to benefit from similar advantages provided by T2MR as T2Candida, including high sensitivity, high specificity, ease of use and rapid time to result. T2Lyme may provide accurate and timely diagnosis of Lyme disease and may prevent the evolution of the disease to its later stages with associated neurological and musculoskeletal diseases.

We expect that existing CPT codes will be used to facilitate reimbursement of our T2Lyme diagnostic panel.

T2Lyme identifies the microorganisms responsible for most cases of Lyme disease in North America and Europe and are detected directly in whole blood using T2MR and the same methodology used in the T2Candida and T2Bacteria tests. Preliminary data demonstrate that the detection of three species of *Borrelia* at limits of detection as low as 10 cells/mL was achieved in spiked whole blood and detection of spirochetes in clinical samples from patients with early stage Lyme disease using T2MR.

In 2016 Dr. Tom Lowery, our Chief Scientific Officer, presented on T2Lyme at a forum titled "Diagnostic Tests for Lyme Disease: A Reassessment" held at the Banbury Center of the Cold Spring Harbor Laboratory. In this presentation he reported preliminary T2Lyme limit of detection data that consisted of N=60 replicates for each target species consisting of three spike preparations of N=20 across three successive days prepared with a quantitative spiking method. Positivity rates were  $\geq 95\%$  for *B. afzelii* and *B. burgdorferi* at 5 cells/mL and *B. garinii* at 8 cells/mL. Additionally, Dr. Lowery shared data from initial clinical samples. Samples were frozen, ethylenediaminetetraacetic acid whole blood samples from patients diagnosed with Early Stage Lyme disease at the Gunderson Clinic in Wisconsin. All 21 samples had confirmed Erythema multiforme lesions and were tested with a Gunderson Clinic PCR test and the T2Lyme T2MR test. Only one sample tested positive by PCR, which was confirmed by T2MR. Seven additional samples were tested negative by PCR but were tested positive by T2MR. Of the 21 samples, 8 were positive for *B. burgdorferi* by T2MR, demonstrating that T2MR can detect *Borrelia* cells in blood samples from infected patients.

In 2018, T2 Biosystems presented new pre-clinical data suggesting that the T2Lyme Panel is more accurate than other diagnostics for identifying *Borrelia* infections for patients suspected of having early-stage Lyme disease. The data were presented at a conference hosted by the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), and the National Environmental Health Association (NEHA). It showed that the T2Lyme Panel was the most accurate diagnostic compared to tissue culture, with a 78% positive percent agreement (PPA) and 100% negative percent agreement (NPA). This compares to a 56% PPA and 92% NPA for the currently recommended diagnostic, two-tier serology. The 100% negative percent agreement of the T2Lyme Panel indicates greater specificity over serology resulting in less incidence of false positive results.

## Sales, Marketing and Distribution

We are working to drive awareness and adoption of our T2MR technology and related products by building a direct sales force in the United States, initially targeting high-volume hospitals, and continuing to educate physicians, key decision makers and thought leaders through publishing scientific data in peer-reviewed journals, presenting at major industry conferences and conducting and supporting clinical studies. We have added a small team of employees in Europe primarily to support our network of European distributors.

At the end of 2018, our direct sales organization consisted of 30 people, including marketing and a medical affairs team of three United States based Doctor of Pharmacy (PharmD) clinicians. Our sales team, employing a clinical data-driven sales approach, focus on the clinical performance of our products, the improved outcomes for patients and the economic value for hospitals, including providing hospitals with customized budget impact analysis. They demonstrate the ease-of-use of our products and the advantages of our products over existing diagnostics and empiric therapy practices. We plan to continue to invest in our direct sales force as we expand both the array of diagnostic panels and our customer reach.

Today, our sales force markets the T2Dx, T2Candida and T2Bacteria directly to hospitals in the United States, targeting 1,200 hospitals treating the largest number of high-risk patients. We estimate that these 1,200 hospitals annually see an average of over 3,400 symptomatic patients at high risk for a Sepsis-related infection. If these institutions adopt our technology, we expect a positive network effect in the hospital community, accelerating adoption of T2Candida and T2Bacteria. We believe key aspects of healthcare reform, including the focus on cost containment, risk-sharing, and outcomes-based treatment and reimbursement, align with the value proposition of our sepsis products, contributing positively to their adoption. We believe the key decision-makers at hospitals are infectious disease and critical care physicians, laboratory directors, the hospital pharmacy and hospital administrators. In response to the severity and complexity of managing bloodstream

infections, a growing number of hospitals have instituted antimicrobial stewardship committees to control hospital practices related to infections, including the use of antibiotic and antifungal therapy. These committees typically include key decision-makers, and we believe they can provide a central forum to present the benefits of our products. In addition, we plan to continue to publish scientific data in peer-reviewed journals, present at major industry conferences and conduct and support clinical trials to provide additional data relative to the performance of T2Candida and T2Bacteria to these decision-makers. For the year ended December 31, 2018, the Company derived approximately 29% of its total revenue from one customer, 15% from a second customer and 10% from a third customer.

Outside of the United States, we have received regulatory approvals in Europe and certain countries in Asia and expect to seek regulatory approvals in other international markets. We market our platform primarily through distributor partners who deploy a similar model to our sales approach in the United States. In July 2014, we received CE marking for T2Candida and the T2Dx and in September 2017 we received CE marking for T2Bacteria. As of the end of 2018, we had distributors throughout the European Union (EU) and the Middle East. These distributors have knowledge of infectious diseases and/or microbiology. They typically have strong, existing relationships with international thought leaders in these areas and have good relationships with important hospitals in their respective countries. We continue to develop partner relationships in other key international markets and will further investigate potential distribution channels in other key markets around the world. We have employed a small team of direct sales/marketing, PharmD and field service personnel primarily to support the efforts of our distributors in the EU and Middle East.

## **Manufacturing**

We manufacture our proprietary T2Dx at our manufacturing facility in Lexington, Massachusetts and our T2Candida and T2Bacteria reagent trays at our manufacturing facility in Wilmington, Massachusetts. We perform all instrument and tray manufacturing and packaging of final components in accordance with applicable guidelines for medical device manufacturing. We outsource manufacturing of our T2Candida and T2Bacteria consumable cartridge to a contract manufacturer. Our particles are supplied by a sole source supplier, GE Healthcare. We believe we can secure arrangements with other suppliers on commercially reasonable terms for the products and parts we outsource.

We have implemented a quality management system designed to comply with FDA regulations and International Standards Organization, or ISO, standards governing medical device products. These regulations govern the design, manufacture, testing, release and service of diagnostic products as well as raw material receipt and control. We have received ISO 13485:2012 registration from the National Standards Authority of Ireland. Our key outsourcing partners are ISO-certified.

We plan to continue to manufacture components that we determine are proprietary or require special processes to produce, while outsourcing the manufacture of more commodity-like components. We expect to establish additional outsourcing partnerships as we manufacture more products. We believe our facilities in Lexington and Wilmington, Massachusetts are adequate to meet our current manufacturing needs and that additional manufacturing space is readily available for future expansion.

## **Intellectual Property**

We strive to protect and enhance the proprietary technologies that we believe are important to our business, and seek to obtain and maintain patents for any patentable aspects of our product and product candidates, including their methods of use and any other inventions that are important to the development of our business. Our success will depend significantly on our ability to obtain and maintain patent and other proprietary protection for commercially important proprietary technology, inventions and know-how related to our business, including our methods, processes and product candidate designs, and our ability to defend and enforce our patents, maintain our licenses to use intellectual property owned by third parties, preserve the confidentiality of our trade secrets and operate without infringing the valid and enforceable patents and other proprietary rights of third parties. We also rely on trademarks, copyrights, know-how, continuing technological innovation and in-licensing opportunities to develop, strengthen, and maintain our proprietary position in the fields targeted by our products and product candidates. Protecting these rights is a primary focus in our relationships with other parties, and we seek to protect such rights, in part, by entering into confidentiality and non-disclosure agreements with such third parties and including protections for such proprietary information and intellectual property rights in our other contracts with such third parties, including material transfer agreements, licenses and research agreements.

We are the owner or licensee of over 60 patents and over 40 patent applications and possess substantial know-how and trade secrets which protect various aspects of our business and products. The patent families comprising our patent portfolio are primarily focused on protection of a range of general and specific attributes of our proprietary assay architecture and assay instrumentation for our T2Candida and T2Bacteria products and our T2Lyme and resistance marker panel product candidates, as well as protection of certain aspects of the conduct of the assays and detection of analytes. The issued patents in our patent families that cover T2Candida and T2Bacteria are expected to expire between 2023 and 2034, while additional pending applications covering T2Candida and T2Bacteria would be expected, if issued, to expire as late as 2037. The issued patents in our patent families that cover T2Lyme are expected to expire between 2023 and 2034, while additional pending applications covering T2Lyme would be expected, if issued, to expire as late as 2037. In all cases, the expiration dates are subject to any extension that may be available under applicable law.

## **Proprietary Rights and Processes**

We rely, in some circumstances, on proprietary technology and processes (including trade secrets) to protect our technology. However, these can be difficult to protect. We require all full-time and temporary employees, scientific advisors, contractors and consultants working for us

who have access to our confidential information to execute confidentiality agreements in order to safeguard our proprietary technologies, methods, processes, know-how, and trade secrets. We also seek to preserve the integrity and confidentiality of our proprietary technology and processes by maintaining physical security of our premises and physical and electronic security of our information technology systems. All of our full-time and temporary employees and independent contractors and consultants are also bound by invention assignment obligations, pursuant to which rights to all inventions and other types of intellectual property conceived by them during the course of their employment are assigned to us.

While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. To the extent that our employees, consultants, scientific advisors, contractors, or any future collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. Further, any of our intellectual property and proprietary rights could be challenged, invalidated, circumvented, infringed or misappropriated, or such intellectual property and proprietary rights may not be sufficient to provide competitive advantages. For more information, please see "Risks Related to Intellectual Property."

#### **Trademarks**

We have trademarks and intend to continue to seek trademark protection.

#### **License Agreements**

##### *License Agreement with Massachusetts General Hospital*

In 2006, we entered into an exclusive license agreement with MGH, pursuant to which MGH granted to us an exclusive, worldwide, sublicensable license under certain patent rights to make, use, import and commercialize products and processes for diagnostic, industrial and research and development purposes. In 2008 and 2011, we amended our agreement with MGH to add patent rights and to modify, among other things, our diligence and payment obligations.

We are required to use reasonable commercial efforts to develop and make available to the public products and processes covered by the agreement, and to achieve specified organizational, development and commercialization milestones by specified dates. To date, we have met all of our diligence obligations pursuant to this agreement.

We paid MGH an upfront fee and issued to MGH shares of our common stock equal to a low single-digit percentage of our then-outstanding common stock, subject to limited adjustments to prevent dilution in certain circumstances. In addition, we are responsible for reimbursing MGH's costs associated with prosecution and maintenance of the patent rights licensed to us under the agreement. We will also be required to make payments for achievement of specified regulatory milestones with respect to products and processes covered by the agreement. In addition, we are required to pay an annual license maintenance fee, which is creditable against any royalty payments we are obligated to make to MGH under the agreement.

We are required to pay royalties to MGH on net sales of products and processes that are covered by patent rights licensed to us under the agreement at percentages in the low single digits, subject to reductions and offsets in specified circumstances. The products and processes covered by the agreement include T2Candida, T2Bacteria and other particle-based T2MR panels that we may develop in the future. Our royalty obligations, if any, and their duration, will depend on the specific patent rights covering the product or process being sold, and the particular category of product or process, as noted above. With respect to T2Candida and T2Bacteria and other potential particle-based T2MR panels we may develop in the future, our obligation to pay royalties to MGH will expire upon the later of ten years after the first commercial sale of the first product or process in the particular category and the expiration of the patent rights licensed to us under the agreement. We will also be required to pay to MGH a low double-digit percentage of specified gross revenue that we receive from our sublicensees. In addition, we will be required to pay royalties to MGH of less than one percent on net sales of specified products and processes that are not covered by the patent rights licensed to us under the agreement. Our obligation to pay royalties to MGH with respect to such products and processes will expire upon the earlier of 12 years after the first commercial sale of the first such product or process and the termination by MGH of all of the licenses granted to us under the agreement.

We have the right to terminate our agreement with MGH for any reason upon 90 days' written notice to MGH. MGH may terminate our agreement in its entirety if we fail to make a payment required under the agreement and do not cure such failure within a specified time period, if we fail to maintain adequate insurance coverage or if we become insolvent. MGH may also terminate our agreement, with respect to a given category of products or processes, on 60 days' notice for our uncured breach with respect to such category of products or processes. Absent earlier termination, our agreement with MGH will remain in force until the later of the expiration or abandonment of the licensed patents and patent applications, and the expiration of our obligations under the agreement.

##### *Supply Agreement with SMC Ltd.*

We are currently party to a supply agreement with SMC Ltd. for the supply and manufacture of products related to plastic injection molding, including the consumable cartridge used in connection with T2Candida. The agreement contains other terms and conditions generally consistent with an agreement for the manufacture and supply of materials or products for use in the development and commercialization of

biotechnology products such as our products and product candidates, including with respect to ordering, supply of such product in accordance with specifications, and quality assurance and quality control activities.

The supply agreement may be terminated prior to the end of its term upon the occurrence of certain specified events and further provides that upon termination, including upon the expiration of the term, SMC shall continue to manufacture and ship products subject to outstanding purchase orders and the Company shall be responsible for purchasing finished products, inventory, raw materials and work-in-progress held by SMC to the extent SMC, after the use of commercially reasonable efforts to use such inventory, cannot use such inventory in a financially viable way.

## Competition

While we believe that we are currently the only diagnostic company developing products with the potential to identify pathogens associated with bloodstream infections in a variety of unpurified patient sample types at limits of detection as low as 1 CFU/mL, we compete with commercial diagnostics companies for the limited resources of our customers. Our principal competition is from a number of companies that offer platforms and applications in our target sepsis markets, most of which are more established commercial organizations with considerable name recognition and significant financial resources.

Companies that currently provide traditional blood culture-based diagnostics include Becton Dickinson & Co. and bioMerieux, Inc. In addition, companies offering post-culture species identification using both molecular and non-molecular methods include bioMerieux, Inc. (and its affiliate, BioFire Diagnostics, Inc.), Bruker Corporation, Accelerate Diagnostics, Luminex, Genmark, Cepheid and Beckman Coulter, a Danaher company. These post-culture competitors rely on a positive result from blood culture in order to perform their tests, significantly prolonging their results when compared to T2MR. Some of the products offered by our competitors require hours of extensive hands-on labor by an operator, while some rely on high concentrations of pathogens present in a positive blood culture, which can require a final concentration of at least 1,000,000 CFU/mL. In addition, there may be a number of new market entrants in the process of developing other post-blood culture diagnostic technologies that may be perceived as competitive with our technology. Karius, Inc. offers a lab developed culture independent diagnostic test for the identification of pathogens that has not been cleared by the FDA but may be perceived as competitive with our technology.

We believe that we have a number of competitive advantages, including:

- T2MR's ability to detect targets directly in complex and high volume samples, eliminating the need for sample extraction and purification;
- T2MR's ability to detect a broad range of targets, providing a wide variety of potential applications both within and outside of the *in vitro* diagnostics market;
- T2MR's ability to provide rapid and highly-sensitive diagnostic results, which can provide timely information to assist physicians and hospitals to make therapeutic decisions that can improve patient outcomes and reduce healthcare costs;
- our ability to develop easily operable products for end users;
- our initial applications in the field of sepsis that we believe will not require separate reimbursement codes due to the established payment and reimbursement structure in place; and
- our initial applications may provide substantial economic benefits to hospitals that can accrue the savings related to the rapid treatment of sepsis patients.

## Government Regulation

Our products under development and our operations are subject to significant government regulation. In the United States, our products are regulated as medical devices by the FDA and other federal, state, and local regulatory authorities.

### *FDA Regulation of Medical Devices*

The FDA and other U.S. and foreign governmental agencies regulate, among other things, with respect to medical devices:

- design, development and manufacturing;
- testing, labeling, content and language of instructions for use and storage;
- clinical trials;
- product safety;
- marketing, sales and distribution;
- pre-market clearance and approval;
- record keeping procedures;

- advertising and promotion;
- recalls and field safety corrective actions;
- post-market surveillance, including reporting of deaths or serious injuries and malfunctions that, if they were to recur, could lead to death or serious injury;
- post-market approval studies; and
- product import and export.

In the United States, numerous laws and regulations govern all the processes by which medical devices are brought to market and marketed. These include the Federal Food, Drug and Cosmetic Act, or FDCA, and the FDA's implementing regulations, among others.

### ***FDA Pre-market Clearance and Approval Requirements***

Each medical device we seek to commercially distribute in the United States must first receive 510(k) clearance, *de novo* down classification, or pre-market approval from the FDA, unless specifically exempted by the FDA. For some devices we may seek Breakthrough Device Designation to aid in communications with the FDA during the pre-submission process. The FDA classifies all medical devices into one of three classes. Devices deemed to pose the lowest risk are categorized as either Class I or II, which requires the manufacturer to submit to the FDA a 510(k) pre-market notification submission requesting clearance of the device for commercial distribution in the United States. Some low risk devices are exempted from this requirement. Devices deemed by the FDA to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices, or devices deemed not substantially equivalent to a previously 510(k) cleared device are categorized as Class III. These devices require submission and approval of a premarket approval, or PMA, application.

#### ***Breakthrough Device Program***

The FDA offers a voluntary Breakthrough Devices Program where companies can apply to be granted Breakthrough Device Designation from the FDA. To be eligible for Breakthrough Designation a device must (A) "provide for more effective treatment or diagnosis of life-threatening or irreversibly debilitating human disease or conditions and (B) one of the following: (1) represent breakthrough technology; (2) no approved or cleared alternatives can exist; (3) must offer significant advantages over existing approved or cleared alternatives; or (4) device availability is in the best interest of patients. The program offers manufacturers an opportunity to interact with the FDA's experts through several different program options to efficiently address topics as they arise during the premarket review phase, which can help manufacturers receive feedback from the FDA and identify areas of agreement in a timely way. Manufacturers can also expect prioritized review of their submission.

#### ***510(k) Clearance Process***

To obtain 510(k) clearance, we must submit a pre-market notification to the FDA demonstrating that the proposed device is substantially equivalent to a previously-cleared 510(k) device, a device that was in commercial distribution before May 28, 1976 for which the FDA has not yet called for the submission of pre-market approval applications, or is a device that has been reclassified from Class III to either Class II or I. In rare cases, Class III devices may be cleared through the 510(k) process. The FDA's 510(k) clearance process usually takes from three to 12 months from the date the application is submitted and filed with the FDA, but may take significantly longer and clearance is never assured. Although many 510(k) pre-market notifications are cleared without clinical data, in some cases, the FDA requires significant clinical data to support substantial equivalence. In reviewing a pre-market notification submission, the FDA may request additional information, including clinical data, which may significantly prolong the review process.

After a device receives 510(k) clearance, any subsequent modification of the device that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, will require a new 510(k) clearance or could require pre-market approval. The FDA requires each manufacturer to make this determination initially, but the FDA may review any such decision and may disagree with a manufacturer's determination. If the FDA disagrees with a manufacturer's determination, the FDA may require the manufacturer to cease marketing and/or recall the modified device until 510(k) clearance or approval of a PMA is obtained. Under these circumstances, the FDA may also subject a manufacturer to significant regulatory fines or other penalties. In addition, the FDA is currently evaluating the 510(k) process and may make substantial changes to industry requirements, including which devices are eligible for 510(k) clearance, the ability to rescind previously granted 510(k)s and additional requirements that may significantly impact the process.

#### ***Pre-market Approval Process***

A PMA application must be submitted if the medical device is in Class III (although the FDA has the discretion to continue to allow certain pre-amendment Class III devices to use the 510(k) process) or cannot be cleared through the 510(k) process. A PMA application must be supported by, among other things, extensive technical, preclinical, and clinical trials, as well as manufacturing and labeling data to demonstrate to the FDA's satisfaction the safety and effectiveness of the device.



After a PMA application is submitted and filed, the FDA begins an in-depth review of the submitted information, which typically takes between one and three years, but may take significantly longer. During this review period, the FDA may request additional information or clarification of information already provided. Also during the review period, an advisory panel of experts from outside the FDA will usually be convened to review and evaluate the application and provide recommendations to the FDA as to the approvability of the device. In addition, the FDA will conduct a pre-approval inspection of the manufacturing facility to ensure compliance with Quality System Regulation, or QSR, which imposes elaborate design development, testing, control, documentation and other quality assurance procedures in the design and manufacturing process. The FDA may approve a PMA application with post-approval conditions intended to ensure the safety and effectiveness of the device including, among other things, restrictions on labeling, promotion, sale and distribution and collection of long-term follow-up data from patients in the clinical study that supported approval. Failure to comply with the conditions of approval can result in materially adverse enforcement action, including the loss or withdrawal of the approval. New PMA applications or supplements are required for significant modifications to the manufacturing process, labeling of the product and design of a device that is approved through the PMA process. PMA supplements often require submission of the same type of information as an original PMA application, except that the supplement is limited to information needed to support any changes from the device covered by the original PMA application, and may not require as extensive clinical data or the convening of an advisory panel.

#### *De novo Classification Process*

Medical device types that the FDA has not previously classified as Class I, II, or III are automatically classified into Class III regardless of the level of risk they pose. The Food and Drug Administration Modernization Act of 1997 established a new route to market for low to moderate risk medical devices that are automatically placed into Class III due to the absence of a predicate device, called the “Request for Evaluation of Automatic Class III Designation,” or the *de novo* classification procedure. This procedure allows a manufacturer whose novel device is automatically classified into Class III to request down-classification of its medical device into Class I or Class II on the basis that the device presents low or moderate risk, rather than requiring the submission and approval of a PMA application. Prior to the enactment of the Food and Drug Administration Safety and Innovation Act, or FDASIA, in July 2012, a medical device could only be eligible for *de novo* classification if the manufacturer first submitted a 510(k) premarket notification and received a determination from the FDA that the device was not substantially equivalent. FDASIA streamlined the *de novo* classification pathway by permitting manufacturers to request *de novo* classification directly without first submitting a 510(k) premarket notification to the FDA and receiving a not substantially equivalent determination. Under FDASIA, FDA is required to classify the device within 120 days following receipt of the *de novo* application. If the manufacturer seeks reclassification into Class II, the manufacturer must include a draft proposal for special controls that are necessary to provide a reasonable assurance of the safety and effectiveness of the medical device. In addition, the FDA may reject the reclassification petition if it identifies a legally marketed predicate device that would be appropriate for a 510(k) or determines that the device is not low to moderate risk or that general controls would be inadequate to control the risks and special controls cannot be developed. We utilized the *de novo* classification process to obtain marketing clearance for our T2Dx and T2Candida, which were given a Class II designation. We received marketing clearance for these devices from the FDA on September 22, 2014. We received marketing clearance for our T2Bacteria on May 24, 2018.

#### *Clinical Trials*

A clinical trial is typically required to support a PMA application and is sometimes required for a 510(k) pre-market notification. Clinical trials generally require submission of an application for an Investigational Device Exemption, or IDE, to the FDA. The IDE application must be supported by appropriate data, such as animal and laboratory testing results, showing that it is safe to test the device in humans and that the investigational protocol is scientifically sound. The IDE application must be approved in advance by the FDA for a specified number of patients, unless the product is deemed a non-significant risk device and eligible for more abbreviated IDE requirements. Clinical trials for a significant risk device may begin once the IDE application is approved by the FDA as well as the appropriate institutional review boards, or IRBs, at the clinical trial sites, and the informed consent of the patients participating in the clinical trial is obtained. After a trial begins, the FDA may place it on hold or terminate it if, among other reasons, it concludes that the clinical subjects are exposed to an unacceptable health risk. Any trials we conduct must be conducted in accordance with FDA regulations as well as other federal regulations and state laws concerning human subject protection and privacy. Moreover, the results of a clinical trial may not be sufficient to obtain clearance or approval of the product.

#### *Pervasive and Continuing U.S. Food and Drug Administration Regulation*

After a medical device is placed on the market, numerous FDA regulatory requirements apply, including, but not limited to the following:

- the Quality System Regulation, or QSR, which requires manufacturers to follow design, testing, control, documentation and other quality assurance procedures during the manufacturing process;
- establishment registration, which requires establishments involved in the production and distribution of medical devices, intended for commercial distribution in the United States, to register with the FDA;
- medical device listing, which requires manufacturers to list the devices they have in commercial distribution with the FDA;

- labeling regulations, which prohibit “misbranded” devices from entering the market, as well as prohibit the promotion of products for unapproved or “off-label” uses and impose other restrictions on labeling; and
- post-market surveillance including Medical Device Reporting, which requires manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury, or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur.

The FDA enforces these requirements by inspection and market surveillance. Failure to comply with applicable regulatory requirements may result in enforcement action by the FDA, which may include one or more of the following sanctions:

- untitled letters or warning letters;
- fines, injunctions and civil penalties;
- mandatory recall or seizure of our products;
- administrative detention or banning of our products;
- operating restrictions, partial suspension or total shutdown of production;
- refusing our request for 510(k) clearance or pre-market approval of new product versions;
- revocation of 510(k) clearance or pre-market approvals previously granted; and
- criminal prosecution and penalties.

#### *International Regulation*

Sales of medical devices outside the United States are subject to foreign government regulations, which vary substantially from country to country. In order to market our products in other countries, we must obtain regulatory approvals and comply with extensive safety and quality regulations in other countries. The time required to obtain approval by a foreign country may be longer or shorter than that required for FDA clearance or approval, and the requirements may differ significantly.

In the European Economic Area, or EEA, which comprises the 28 Member States of the EU plus Liechtenstein, Norway and Iceland, in vitro medical devices are required to conform with the essential requirements of the EU Directive on in vitro diagnostic medical devices (Directive 98/79/EC, as amended). To demonstrate compliance with the essential requirements, the manufacturer must undergo a conformity assessment procedure. The conformity assessment varies according to the type of medical device and its classification. For low-risk devices, the conformity assessment can be carried out internally, but for higher risk devices (self-test devices and those included in List A and B of Annex II of Directive 98/79/EC) it requires the intervention of an accredited EEA Notified Body. If successful, the conformity assessment concludes with the drawing up by the manufacturer of an EC Declaration of Conformity entitling the manufacturer to affix the CE mark to its products and to sell them throughout the EEA. We concluded an assessment of the conformity of the T2Dx and T2Candida with the EU in vitro diagnostic medical devices directive in late 2014, based upon an EC Declaration of Conformity dated July 7, 2014 and updated on September 9, 2015 and May 26, 2016, allowing us to affix the CE mark to these products. For T2Bacteria we obtained a declaration of conformity on June 30, 2017.

#### **Other Healthcare Laws**

Our current and future business activities are subject to healthcare regulation and enforcement by the federal government and the states and foreign governments in which we conduct our business. These laws include, without limitation, state and federal anti-kickback, fraud and abuse, false claims, privacy and security and physician sunshine laws and regulations.

The federal Anti-Kickback Statute prohibits, among other things, any person from knowingly and willfully offering, soliciting, receiving or providing remuneration, directly or indirectly, overtly or covertly, in cash or in kind, to induce either the referral of an individual, for an item or service or the purchasing, leasing, ordering, or arranging for or recommending the purchase, lease or order of any good, facility, item or service, for which payment may be made, in whole or in part, under federal healthcare programs such as the Medicare and Medicaid programs. Although there are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution, the exceptions and safe harbors are drawn narrowly. Practices that involve remuneration that may be alleged to be intended to induce prescribing, purchases or recommendations may be subject to scrutiny if they do not qualify for an exception or safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor does not make the conduct per se illegal under the Anti-Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case-by-case basis based on a cumulative review of all its facts and circumstances. Several courts have interpreted the statute’s intent requirement to mean that if any one purpose of an arrangement involving remuneration is to induce referrals of federal healthcare covered business, the Anti-Kickback Statute has been violated.

Further, the recently enacted Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively, the Affordable Care Act, among other things, amends the intent requirement of the federal Anti-Kickback Statute and certain criminal statute governing healthcare fraud statutes to a stricter standard. A person or entity no longer needs to have actual knowledge of these statutes or specific intent to violate them. In addition, the Affordable Care Act codifies case law that the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of

the federal False Claims Act. The majority of states also have anti-kickback laws which establish similar prohibitions and in some cases may apply to items or services reimbursed by any third-party payor, including commercial insurers.

Additionally, the civil False Claims Act prohibits, among other things, knowingly presenting or causing the presentation of a false or fraudulent claim for payment to, or approval by, the U.S. government. In addition to actions initiated by the government itself, the statute authorizes actions to be brought on behalf of the federal government by a private party having knowledge of the alleged fraud. Because the complaint is initially filed under seal, the action may be pending for some time before the defendant is even aware of the action. If the government intervenes and is ultimately successful in obtaining redress in the matter, or if the plaintiff succeeds in obtaining redress without the government's involvement, then the plaintiff will receive a percentage of the recovery. The federal government is using the False Claims Act, and the accompanying threat of significant liability, in its investigation and prosecution of life sciences companies throughout the country, for example, in connection with the promotion of products for unapproved uses and other sales and marketing practices. The government has obtained multi-million and multi-billion dollar settlements under the False Claims Act in addition to individual criminal convictions under applicable criminal statutes. Given the significant size of actual and potential settlements, it is expected that the government will continue to devote substantial resources to investigating healthcare providers' and manufacturers' compliance with applicable fraud and abuse laws.

The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, created new federal criminal statutes that prohibit, among other actions, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payors, and knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Like the Anti-Kickback Statute, the Affordable Care Act amended the intent standard for certain healthcare fraud under HIPAA such that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

The civil monetary penalties statute imposes penalties against any person or entity that, among other things, is determined to have presented or caused to be presented a claim to a federal health program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

Also, as stated above, many states have similar fraud and abuse laws that may be broader in scope and may apply regardless of payor.

Moreover, Section 6002 of the Affordable Care Act included new requirements for device manufacturers, among others, to report certain payments or "transfers of value" provided to physicians and teaching hospitals, and to report ownership and investment interests held by physicians and their immediate family members during the preceding calendar year. Section 6002 of the Affordable Care Act includes in its reporting requirements a broad range of transfers of value including, but not limited to, consulting fees, speaker honoraria, charitable contributions, research payments and grants. We collect data annually and report it to the Centers for Medicare & Medicaid Services, or CMS, no later than the last day of March each year. Failure to report could subject companies to significant financial penalties. Tracking and reporting the required payments and transfers of value may result in considerable expense and additional resources. Several states currently have similar laws and more states may enact similar legislation, some of which may be broader in scope. For example, certain states require the implementation of compliance programs, compliance with industry ethics codes, implementation of gift bans and spending limits, and/or reporting of gifts, compensation and other remuneration to healthcare professionals.

We also may be subject to data privacy and security regulation by both the federal government and the states in which we conduct our business. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their respective implementing regulations, including the final omnibus rule published on January 25, 2013, imposes specified requirements relating to the privacy, security and transmission of individually identifiable health information. Among other things, HITECH, through its implementing regulations, makes certain of HIPAA's privacy and security standards directly applicable to business associates, defined as a person or organization, other than a member of a covered entity's workforce, that creates, receives, maintains or transmits protected health information for or on behalf of a covered entity for a function or activity regulated by HIPAA. In addition to HIPAA criminal penalties, HITECH created four new tiers of civil and monetary penalties and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, state laws govern the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

The shifting commercial compliance environment and the need to build and maintain robust and expandable systems to comply with different compliance and/or reporting requirements in multiple jurisdictions increase the possibility that a healthcare company may violate one or more of the requirements. If our future operations are found to be in violation of any of such laws or any other governmental regulations that apply to us, we may be subject to penalties, including, without limitation, civil and criminal penalties, damages, fines, the curtailment or restructuring of our operations, exclusion from participation in federal and state healthcare programs and imprisonment, any of which could adversely affect our ability to operate our business and our financial results.

### ***Coverage and Reimbursement***

Maintaining and growing sales of our products and product candidates depends in large part on the availability of adequate coverage and reimbursement from third-party payors, including government programs such as Medicare and Medicaid, private insurance plans and managed care programs. These third-party payors are increasingly limiting coverage and reducing reimbursement for medical products and services. In

addition, the U.S. government, state legislatures and foreign governments have continued implementing cost-containment programs, including price controls and restrictions on coverage and reimbursement. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit our net revenue and results. Decreases in third-party reimbursement for our products and/or product candidates or a decision by a third-party payor to not cover our products and/or product candidates could reduce physician utilization of our products, if approved, and have a material adverse effect on our sales, results of operations and financial condition.

Hospitals, clinical laboratories and other healthcare provider customers that may purchase our products and/or product candidates generally bill various third-party payors to cover all or a portion of the costs and fees associated with diagnostic tests, including the cost of the purchase of our products and/or product candidates. We currently expect that the majority of our diagnostic tests will be performed in a hospital inpatient setting, where governmental payors, such as Medicare, generally reimburse hospitals with a single bundled payment that is based on the patients' diagnosis under a classification system known as the Medicare severity diagnosis-related groups, or MS-DRGs, classification for all items and services provided to the patient during a single hospitalization, regardless of whether our diagnostic tests are performed during such hospitalization. To the extent that our diagnostic tests will be performed in an outpatient setting, our products and/or product candidates may be eligible for separate payment using existing Current Procedural Terminology, or CPT, codes. Third-party payors may deny coverage, however, if they determine that our products are not cost-effective as determined by the payor, or are deemed by the third-party payor to be experimental or medically unnecessary. We are unable to predict at this time whether our products and/or product candidates, if approved, will be covered by third-party payors. Nor can we predict at this time the adequacy of payments, whether made separately in an outpatient setting or with a bundled payment amount in an inpatient setting. Our customers' access to adequate coverage and reimbursement for our products and/or product candidates by government and private insurance plans is central to the acceptance of our products. We may be unable to sell our products on a profitable basis if third-party payors deny coverage or reduce their current levels of payment, or if our costs of production increase faster than increases in reimbursement levels.

### **Healthcare Reform**

In the United States and foreign jurisdictions, there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system seeking, among other things, to reduce healthcare costs that could affect our future results of operations as we begin to directly commercialize our products.

By way of example, in the United States, the Affordable Care Act which was signed into law in March 2010, substantially changed the way healthcare is delivered and financed by both governmental and private insurers. Among other things, the Affordable Care Act:

- established a new Patient-Centered Outcomes Research Institute to oversee and identify priorities in comparative clinical effectiveness research in an effort to coordinate and develop such research;
- implemented payment system reforms including a national pilot program on payment bundling to encourage hospitals, physicians and other providers to improve the coordination, quality and efficiency of certain healthcare services through bundled payment models; and
- created an independent payment advisory board that will submit recommendations to reduce Medicare spending if projected Medicare spending exceeds a specified growth rate.

In addition, other legislative changes have been proposed and adopted since the Affordable Care Act was enacted. On August 2, 2011, the President signed into law the Budget Control Act of 2011, which, among other things, created the Joint Select Committee on Deficit Reduction to recommend to Congress proposals in spending reductions. The Joint Select Committee did not achieve a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reduction to several government programs. On January 2, 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several providers, including hospitals.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressure.

### **Research and Development**

We have committed, and expect to commit, significant resources to developing new technologies and products, improving product performance and reliability and reducing costs. We have assembled an experienced research and development team with the scientific, engineering, software and process talent that we believe is required to successfully grow our business. We are currently focused on several product candidates and enhancements utilizing our T2MR platform. We incurred research and development expenses of \$14.5 million for the year ended December 31, 2018, \$23.7 million for the year ended December 31, 2017 and \$24.0 million for the year ended December 31, 2016. Research and development expenses represented 26% of our total costs and expenses for the year ended December 31, 2018, 41% of our total costs and expenses for the year ended December 31, 2017 and 44% of our total costs and expenses for the year ended December 31, 2016. Major components of the research and development expenses were salaries and benefits, research-related facility and overhead costs, laboratory supplies, equipment and contract services.

We continuously seek to improve T2MR, including improvements in its technology and accessibility. As we make improvements, we anticipate we will make available new and improved generations of our diagnostic instruments and panels. Our technology developmental efforts are focused on applying T2MR to additional potential applications in the *in vitro* diagnostics area. We believe that technical advantage is important to sustain a competitive advantage, and therefore our research and development efforts are focused on the continued enhancement of our T2MR platform. We are dedicated to ongoing innovation to T2MR and expanding our pipeline of product candidates. Our goal is for T2MR to become a standard of care by providing technology that offers a rapid, sensitive and simple diagnostic alternative to existing methodologies for identifying sepsis, with a long-term objective of targeting the broader *in vitro* diagnostics market.

## **Employees**

As of December 31, 2018, we had 153 full-time employees, of which 67 work in operations (which includes manufacturing, service and support, clinical and regulatory support, quality control, quality assurance, and facilities), 37 in research and development, 30 in sales and marketing (which includes PharmD), and 19 in general and administrative.

## **Facilities**

Our corporate headquarters is located in Lexington, Massachusetts, where we currently lease approximately 31,000 square feet of office space, 20,800 square feet of laboratory space and 3,400 square feet of manufacturing space in various facilities. Our base rent, for leases at our corporate headquarters, is \$2.1 million annually. We also lease approximately 7,600 square feet in Wilmington, Massachusetts for our manufacturing facility, for \$0.1 million annually.

## **Corporate and Available Information**

We were incorporated under the laws of the state of Delaware in 2006. Our principal corporate offices are located at 101 Hartwell Avenue, Lexington, MA 02421.

We make available, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission, or the SEC. We also make these documents and certain public financial information available on our website, which is [www.t2biosystems.com](http://www.t2biosystems.com). Our SEC reports and other financial information can be accessed through the investor relations section of our website. Some of the information found on our website is not part of this or any other report we file with or furnish to the SEC.

## **Item 1A. RISK FACTORS**

*Investing in our common stock involves a high degree of risk. You should carefully consider the risks described below, as well as the other information in this prospectus, including our financial statements and the related notes and “Management’s Discussion and Analysis of Results of Operations and Financial Condition,” before deciding whether to invest in our common stock. The occurrence of any of the events or developments described below could harm our business, financial condition, results of operations and growth prospects. In such an event, the market price of our common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.*

### **Risks Related to our Business and Strategy**

***We have identified conditions and events that raise substantial doubt about our ability to continue as a going concern, which may hinder our ability to obtain future financing.***

As of December 31, 2018, we had cash and cash equivalents of \$50.8 million, which we believe that should be sufficient to fund our operating plan through March 2020. We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. Pursuant to the requirements of Accounting Standards Codification (ASC) 205-40, Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern, and as a result of our financial condition and other factors described herein, there is substantial doubt about our ability to continue as a going concern. Our ability to continue as a going concern will depend on our ability to obtain additional funding, as to which no assurances can be given. Our future success depends on our ability to raise capital and/or execute our current operating plan. However, we cannot be certain that these initiatives or raising additional capital, whether through selling additional debt or equity securities or obtaining a line of credit or other loan, will be available to us or, if available, will be on terms acceptable to us. If we issue additional securities to raise funds, these securities may have rights, preferences, or privileges senior to those of our common stock, and our current shareholders may experience dilution. If we are unable to obtain funds when needed or on acceptable terms, we may be required to curtail our current development programs, cut operating costs, forego future development and other opportunities or even terminate our operations, which may involve seeking bankruptcy protection.

***We have incurred significant losses since inception and expect to incur losses in the future. We cannot be certain that we will achieve or sustain profitability.***

We have incurred significant losses since inception through December 31, 2018 and expect to incur losses in the future. Our accumulated deficit as of December 31, 2018 was \$317.2 million and we incurred net losses of \$51.2 million, \$62.4 million and \$54.8 million for the years ended December 31, 2018, 2017 and 2016, respectively. We expect that our losses will continue for at least the next few years as we will be required to invest significant additional funds toward the continued development and commercialization of our technology. We also expect that our selling, general and administrative expenses will continue to increase due to the additional costs associated with growing our sales and marketing infrastructure, and obtaining regulatory clearance or approval for our products currently under development. Our ability to achieve or sustain profitability depends on numerous factors, many of which are beyond our control, including the market acceptance of our products and future product candidates, future product development, our ability to achieve marketing clearance from the FDA and international regulatory clearance for future product candidates, our ability to compete effectively against an increasing number of competitors and new products, and our market penetration and margins. We may never be able to generate sufficient revenue to achieve or sustain profitability. As noted above, we and our auditors have identified conditions and events that raise doubt about our ability to continue as a going concern.

***We have a limited operating history and may face difficulties encountered by companies early in their commercialization in competitive and rapidly evolving markets.***

We received marketing clearance from the FDA for the T2Dx instrument and T2Candida on September 22, 2014 and began commercializing these products in the fourth quarter of 2014. We received marketing clearance from the FDA for T2Bacteria on May 24, 2018 and began commercializing thereafter. Accordingly, we have a limited operating history upon which to evaluate our business and forecast our future sales and operating results. In assessing our business prospects, you should consider the various risks and difficulties frequently encountered by companies early in their commercialization in competitive and rapidly evolving markets, particularly companies that develop and sell medical devices. These risks include our ability to:

- implement and execute our business strategy;
- expand and improve the productivity of our sales and marketing infrastructure to grow sales of our products and product candidates;
- increase awareness of our brand;
- manage expanding operations;
- expand our manufacturing capabilities, including increasing production of current products efficiently while maintaining quality standards and adapting our manufacturing facilities to the production of new product candidates;
- respond effectively to competitive pressures and developments;
- enhance our existing products and develop new products;
- obtain and maintain regulatory clearance or approval to commercialize product candidates and enhance our existing products;
- effectively perform clinical trials with respect to our proposed products;
- attract, retain and motivate qualified personnel in various areas of our business; and
- implement and maintain systems and processes that are compliant with applicable regulatory standards.

We may not have the institutional knowledge or experience to be able to effectively address these and other risks that may face our business. In addition, we may not be able to develop insights into trends that could emerge and negatively affect our business and may fail to respond effectively to those trends. As a result of these or other risks, we may not be able to execute key components of our business strategy, and our business, financial condition and operating results may suffer.

***Until we achieve scale in our business model our revenue will be primarily generated from research revenue and the T2Dx instrument, T2Candida and T2Bacteria, and any factors that negatively impact sales of these products may adversely affect our business, financial condition and operating results.***

We began to offer our initial sepsis products for sale in the fourth quarter of 2014 and our bacteria product in 2018 and expect that we will be dependent upon the sales of these products for the majority of our revenue until we receive regulatory clearance or approval for our other product candidates currently in development. Because we currently rely on a limited number of products to generate a significant portion of our revenue, any factors that negatively impact sales of these products, or result in sales of these products increasing at a lower rate than expected, could adversely affect our business, financial condition and operating results and negatively impact our ability to successfully launch future product candidates currently under development.

***If T2MR, our T2Dx, T2Candida and T2Bacteria products or any of our other product candidates fail to achieve and sustain sufficient market acceptance, we will not generate expected revenue and our growth prospects, operating results and financial condition may be harmed.***

The commercialization of T2MR, our T2Dx, T2Candida, and T2Bacteria products and the future commercialization of our other product candidates in the United States and other jurisdictions in which we intend to pursue marketing clearance are key elements of our strategy. If we are not successful in conveying to hospitals that our current products and future product candidates provide equivalent or superior diagnostic information in a shorter period of time compared to existing technologies, or that these products and future product candidates improve patient outcomes or decrease healthcare costs, we may experience reluctance, or refusal, on the part of hospitals to order, and third-party payors to pay for performing a test in which our product is utilized. For example, T2Candida is labeled for the presumptive diagnosis of candidemia. The results of the web-based survey we conducted of decision makers involved with laboratory purchasing may not be indicative of the actual adoption of T2Candida. In addition, our expectations regarding cost savings from using our products may not be accurate.

These hurdles may make it difficult to demonstrate to physicians, hospitals and other healthcare providers that our current diagnostic products and future product candidates are appropriate options for diagnosing sepsis may be superior to available tests and may be more cost-effective than alternative technologies. Furthermore, we may encounter significant difficulty in gaining inclusion in sepsis treatment guidelines, gaining broad market acceptance by healthcare providers, third-party payors and patients using T2MR and our related products and product candidates. Furthermore, healthcare providers may have difficulty in maintaining adequate reimbursement for sepsis treatment, which may negatively impact adoption of our products.

If we fail to successfully commercialize our products and product candidates, we may never receive a return on the significant investments in product development, sales and marketing, regulatory, manufacturing and quality assurance we have made and further investments we intend to make, and may fail to generate revenue and gain economies of scale from such investments.

***If T2Lyme does not successfully identify Lyme disease in clinical patients or does not receive FDA marketing clearance, our future revenue could be negatively impacted.***

If T2Lyme does not successfully identify Lyme disease in clinical patients with adequate clinical sensitivity and specificity or does not receive FDA marketing clearance, the revenue opportunity for this product candidate could be limited or not realized at all.

***We have limited experience in marketing and selling our products, and if we are unable to expand, manage and maintain our direct sales and marketing organizations, or otherwise commercialize our products, our business may be adversely affected.***

Because we received FDA clearance to sell our initial sepsis products in the third quarter of 2014 and our T2Bacteria product in 2018, we have limited experience marketing and selling our products. As of December 31, 2018, our direct sales organization consisted of 30 employees, including marketing and a medical affairs team of three United States based Doctor of Pharmacy (PharmD) clinicians. Our financial condition and operating results are highly dependent upon the sales and marketing efforts of our sales and marketing employees with the assistance of the medical affairs team. If our sales and marketing efforts fail to adequately promote, market and sell our products, our sales may not increase at levels that are in line with our forecasts.

Our future sales growth will depend in large part on our ability to successfully expand the size and geographic scope of our direct sales force and medical affairs team in the United States. Accordingly, our future success will depend largely on our ability to continue to hire, train, retain and motivate skilled sales and marketing and medical affairs personnel. Because the competition for their services is high, there is no assurance we will be able to hire and retain additional personnel on commercially reasonable terms. If we are unable to expand our sales and marketing capabilities, we may not be able to effectively commercialize our products and our business and operating results may be adversely affected.

Outside of the United States, we sell our products through distribution partners and there is no guarantee that we will be successful in attracting or retaining desirable distribution partners for these markets or that we will be able to enter into such arrangements on favorable terms. Distributors may not commit the necessary resources to market and sell our products effectively or may choose to favor marketing the products of our competitors. If distributors do not perform adequately, or if we are unable to enter into effective arrangements with distributors in particular geographic areas, we may not realize international sales and growth.

***The sales cycle and implementation and adoption timeline is lengthy and variable and we have a limited sales history, which makes it difficult for us to forecast revenue and other operating results.***

Our sales process involves numerous interactions with multiple individuals within an organization and often includes in-depth analysis by potential customers of our products, performance of proof-of-principle studies, preparation of extensive documentation and a lengthy review process. As a result of these factors and the budget cycles of our potential customers, the time from initial contact with a potential customer to our receipt of a purchase order from such potential customer and then implementation and adoption of our products, varies significantly and can be up to 12 months or longer. Given the length and uncertainty of our anticipated sales cycle and implementation and adoption timeline, we likely will experience fluctuations in our product sales on a period-to-period basis. Expected revenue streams are highly dependent on hospitals' adoption of our consumables-based business model, and we cannot assure you that our potential hospital clients will follow a consistent purchasing pattern. Moreover, it is difficult for us to forecast our revenue as it is dependent upon our ability to convince the medical community of the clinical utility and economic benefits of our products and their potential advantages over existing diagnostic tests, the willingness of hospitals to utilize our

products and the cost of our products to hospitals. In addition, we started selling the T2Dx and T2Candida products in the fourth quarter of 2014 and T2Bacteria in May of 2018 and have a limited sales history to rely on when forecasting revenue and other operating results.

***We may not be able to gain and retain the ongoing support of leading hospitals and key thought leaders, or to continue the publication of the results of new clinical trials in peer-reviewed journals, which may make it difficult to establish T2MR as a standard of care and may limit our revenue growth and ability to achieve profitability.***

Our strategy includes developing relationships with leading hospitals and key thought leaders in the industry. If these hospitals and key thought leaders determine that T2MR and related products are not clinically effective or that alternative technologies are more effective, or if we encounter difficulty promoting adoption or establishing T2MR as a standard of care, our revenue growth and our ability to achieve profitability could be significantly limited.

We believe that the publication of scientific and medical results in peer-reviewed journals and presentation of data at leading conferences are critical to the broad adoption of T2MR. Publication in leading medical journals is subject to a peer-review process, and peer reviewers may not consider the results of studies involving T2MR sufficiently novel or worthy of publication.

***If we are unable to successfully manage our growth, our business will be harmed.***

During the past few years, we have significantly expanded our operations. We expect this expansion to continue to an even greater degree as we continue to commercialize our initial sepsis products, build a targeted sales force, and seek marketing clearance from the FDA and international regulatory bodies for our future product candidates. Our growth has placed, and will continue to place, a significant strain on our management, operating and financial systems and our sales, marketing and administrative resources. As a result of our growth, operating costs may escalate even faster than planned, and some of our internal systems and processes, including those relating to manufacturing our products, may need to be enhanced, updated or replaced. Additionally, our anticipated growth will increase demands placed on our suppliers, resulting in an increased need for us to manage our suppliers and monitor for quality assurance. If we cannot effectively manage our expanding operations, manufacturing capacity and costs, including scaling to meet increased demand and properly managing suppliers, we may not be able to continue to grow or we may grow at a slower pace than expected and our business could be adversely affected.

***Our future capital needs are uncertain, and we may need to raise additional funds in the future.***

We believe that our existing cash and cash equivalents will be sufficient to meet our anticipated cash requirements, based on our operating plan, for at least the next 12 months from the date of issuance of these consolidated financial statements. However, we may need to raise substantial additional capital to:

- expand our product offerings;
- expand our sales and marketing infrastructure;
- increase our manufacturing capacity;
- fund our operations; and
- continue our research and development activities.

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

- our ability to obtain marketing clearance from the FDA and international regulatory clearance to market our future product candidates;
- market acceptance of our products and product candidates;
- the cost and timing of establishing sales, marketing and distribution capabilities;
- the cost of our research and development activities;
- the ability of healthcare providers to obtain coverage and adequate reimbursement by third-party payors for procedures using our products and product candidates;
- the cost and timing of marketing clearance or regulatory clearances;
- the cost of goods associated with our products and product candidates;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products and technologies, including entering into licensing or collaboration arrangements for products or technology.

We cannot assure you that we will be able to obtain additional funds on acceptable terms, or at all. If we raise additional funds by issuing equity or equity-linked securities, our stockholders may experience dilution. Debt financing, if available, may involve covenants restricting our



operations or our ability to incur additional debt. Any debt or additional equity financing that we raise may contain terms that are not favorable to us or our stockholders. If we raise additional funds through collaboration and licensing arrangements with third parties, it may be necessary to relinquish some rights to our technologies or our products, or grant licenses on terms that are not favorable to us. If we are unable to raise adequate funds, we may need to liquidate some or all of our assets or delay, reduce the scope of or eliminate some or all of our development programs.

If we do not have, or are not able to obtain, sufficient funds, we may be required to delay development or commercialization of our product candidates or license to third parties the rights to commercialize our product candidates or technologies that we would otherwise seek to commercialize ourselves. We also may need to reduce marketing, customer support or other resources devoted to our products or cease operations. Any of these factors could harm our operating results.

***Our future success is dependent upon our ability to create and expand a customer base for our products in large hospitals.***

We market our initial sepsis products to the approximately 1,200 leading hospitals in the United States. We are also targeting the top-tier hospitals in each of the European and Asian markets where we currently sell our products. We may not be successful in promoting adoption of our technologies in those targeted hospitals, which may make it difficult for us to achieve broader market acceptance of these products.

***We utilize third-party, single-source suppliers for some components and materials used in our products and product candidates, and the loss of any of these suppliers could have an adverse impact on our business.***

We rely on single-source suppliers for some components and materials used in our products and product candidates. Our ability to supply our products commercially and to develop any future products depends, in part, on our ability to obtain these components in accordance with regulatory requirements and in sufficient quantities for commercialization and clinical testing. We have entered into supply agreements with most of our suppliers to help ensure component availability and flexible purchasing terms with respect to the purchase of such components. While our suppliers have generally met our demand for their products on a timely basis in the past, we cannot assure that they will in the future be able to meet our demand for their products, either because we do not have long-term agreements with those suppliers, our relative importance as a customer to those suppliers, or their ability to produce the components used in our products.

While we believe replacement suppliers exist for all components and materials we obtain from single sources, establishing additional or replacement suppliers for any of these components or materials, if required, may not be accomplished quickly. Even if we are able to find a replacement supplier, the replacement supplier would need to be qualified and may require additional regulatory authority approval, which could result in further delay. While we seek to maintain adequate inventory of the single-source components and materials used in our products in the event of disruption, those inventories may not be sufficient.

If our third-party suppliers fail to deliver the required commercial quantities of materials on a timely basis and at commercially reasonable prices, and we are unable to find one or more replacement suppliers capable of production at a substantially equivalent cost in substantially equivalent volumes and quality on a timely basis, the continued commercialization of our products, the supply of our products to customers and the development of any future products would be delayed, limited or prevented, which could have an adverse impact on our business.

***If we are unable to recruit, train and retain key personnel, we may not achieve our goals.***

Our future success depends on our ability to recruit, train, retain and motivate key personnel, including our senior management, research and development, science and engineering, manufacturing and sales and marketing personnel. In particular, we are highly dependent on the management and business expertise of John McDonough, our President and Chief Executive Officer and on the scientific expertise of Dr. Thomas Lowery, our Chief Scientific Officer. We do not maintain fixed-term employment contracts or key man life insurance with any of our employees. Competition for qualified personnel is intense, particularly in the Boston, Massachusetts area. Our growth depends, in particular, on attracting, retaining and motivating highly trained sales personnel with the necessary scientific background and ability to understand our systems at a technical level. In addition, we may need additional employees at our manufacturing facilities to meet demand for our products as we scale up our sales and marketing operations. Because of the complex and technical nature of our products and the dynamic market in which we compete, any failure to attract, train, retain and motivate qualified personnel could materially harm our operating results and growth prospects.

***If our diagnostics do not perform as expected, our operating results, reputation and business will suffer.***

Our future success will depend on the market's confidence that our technologies can provide reliable, high-quality diagnostic results. We believe that our customers are likely to be particularly sensitive to any defects or errors in our products. If our technology fails to detect the presence of *Candida* or another bacterial pathogen and a patient subsequently suffers from sepsis, then we could face claims against us or our reputation could suffer as a result of such failures. The failure of our current products or planned diagnostic product candidates to perform reliably or as expected could significantly impair our reputation and the public image of our products, and we may be subject to legal claims arising from any defects or errors.

***The diagnostics market is highly competitive. If we fail to compete effectively, our business and operating results will suffer.***

While the technology of our products and product candidates is different than other products currently available, we compete with commercial diagnostics companies for the limited resources of our customers. In this regard, our principal competition is from a number of

companies that offer platforms and applications in our target sepsis and hemostasis markets, most of which are more established commercial organizations with considerable name recognition and significant financial resources.

We compete with companies that currently provide traditional blood culture-based diagnostics, including Becton Dickinson & Co. and bioMerieux, Inc. In addition, companies offering post-culture species identification using both molecular and non-molecular methods include bioMerieux, Inc. (and its affiliate, BioFire Diagnostics, Inc.), Bruker Corporation, Accelerate Diagnostics, Luminex, Genmark, Cepheid and Beckman Coulter, a Danaher company. In addition, there may be a number of new market entrants in the process of developing other post-blood culture diagnostic technologies that may be perceived as competitive with our technology. Karius, Inc. offers a lab developed culture independent diagnostic test for the identification of pathogens that has not been cleared by the FDA but may be perceived as competitive with our technology.

Most of our expected competitors are either publicly traded, or are divisions of publicly traded companies, and have a number of competitive advantages over us, including:

- greater name and brand recognition, financial and human resources;
- established and broader product lines;
- larger sales forces and more established distribution networks;
- substantial intellectual property portfolios;
- larger and more established customer bases and relationships; and
- better established, larger scale and lower-cost manufacturing capabilities.

We believe that the principal competitive factors in all of our target markets include:

- impact of products on the health of the patient;
- impact of the use of products on the cost of treating patients in the hospital;
- cost of capital equipment;
- reputation among physicians, hospitals and other healthcare providers;
- innovation in product offerings;
- flexibility and ease-of-use;
- speed, accuracy and reproducibility of results; and
- ability to implement a consumables-based model for panels.

We believe that additional competitive factors specific to the diagnostics market include:

- breadth of clinical decisions that can be influenced by information generated by diagnostic tests;
- volume, quality and strength of clinical and analytical validation data;
- availability of adequate reimbursement for testing services and procedures for healthcare providers using our products; and
- economic benefit accrued to hospitals based on the total cost to treat a patient for a health condition.

We cannot assure you that we will effectively compete or that we will be successful in the face of increasing competition from new products and technologies introduced by our existing competitors or new companies entering our markets. In addition, we cannot assure you that our future competitors do not have or will not develop products or technologies that enable them to produce competitive products with greater capabilities or at lower costs than our products and product candidates. Any failure to compete effectively could materially and adversely affect our business, financial condition and operating results.

***Undetected errors or defects in our products or product candidates could harm our reputation, decrease market acceptance of our products or expose us to product liability claims.***

Our products or product candidates may contain undetected errors or defects. Disruptions or other performance problems with our products or product candidates may damage our customers' businesses and could harm our reputation. If that occurs, we may incur significant costs, the attention of our key personnel could be diverted or other significant customer relations problems may arise. We may also be subject to warranty and liability claims for damages related to errors or defects in our products or product candidates. A material liability claim or other occurrence that harms our reputation or decreases market acceptance of our products or product candidates could harm our business and operating results.

The sale and use of products or product candidates or services based on our technologies, or activities related to our research and clinical studies, could lead to the filing of product liability claims if someone were to allege that one of our products contained a design or manufacturing

defect. A product liability claim could result in substantial damages and be costly and time consuming to defend, either of which could materially harm our business or financial condition. We cannot assure you that our product liability insurance would adequately protect our assets from the financial impact of defending a product liability claim. Any product liability claim brought against us, with or without merit, could increase our product liability insurance rates or prevent us from securing insurance coverage in the future.

***We may not be able to develop new product candidates or enhance the capabilities of our systems to keep pace with our industry's rapidly changing technology and customer requirements, which could have a material adverse impact on our revenue, results of operations and business.***

Our industry is characterized by rapid technological changes, frequent new product introductions and enhancements and evolving industry standards. Our success depends on our ability to develop new product candidates and applications for our technology in new markets that develop as a result of technological and scientific advances, while improving the performance and cost-effectiveness of our existing product candidates. New technologies, techniques or products could emerge that might offer better combinations of price and performance than the products and systems that we plan to sell. Existing markets for our intended diagnostic product candidates are characterized by rapid technological change and innovation. It is critical to our success that we anticipate changes in technology and customer requirements and physician, hospital and healthcare provider practices and successfully introduce new, enhanced and competitive technologies to meet our prospective customers' needs on a timely and cost-effective basis. At the same time, however, we must carefully manage our introduction of new products. If potential customers believe that such products will offer enhanced features or be sold for a more attractive price, they may delay purchases until such products are available. We may also have excess or obsolete inventory of older products as we transition to new products, and we have no experience in managing product transitions. If we do not successfully innovate and introduce new technology into our anticipated product lines or manage the transitions of our technology to new product offerings, our revenue, results of operations and business will be adversely impacted.

Competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards or customer requirements. We anticipate that we will face strong competition in the future as expected competitors develop new or improved products and as new companies enter the market with new technologies and products.

We are developing additional product candidates that we intend to be used with the T2Dx, including T2Lyme for the detection of certain strains of Lyme disease-causing bacteria. We may have problems applying our technologies to these other areas and our new applications may not be as effective in detection as our initial applications. Any failure or delay in creating a customer base or launching new applications may compromise our ability to achieve our growth objectives.

***Manufacturing risks may adversely affect our ability to manufacture products and could reduce our gross margins and negatively affect our operating results.***

Our business strategy depends on our ability to manufacture and assemble our current and proposed products in sufficient quantities and on a timely basis so as to meet consumer demand, while adhering to product quality standards, complying with regulatory requirements and managing manufacturing costs. We are subject to numerous risks relating to our manufacturing capabilities, including:

- quality or reliability defects in product components that we source from third party suppliers;
- our inability to secure product components in a timely manner, in sufficient quantities or on commercially reasonable terms;
- our failure to increase production of products to meet demand;
- the challenge of implementing and maintaining acceptable quality systems while experiencing rapid growth;
- our inability to modify production lines to enable us to efficiently produce future products or implement changes in current products in response to regulatory requirements; and
- difficulty identifying and qualifying alternative suppliers for components in a timely manner.

As demand for our products increases, we will need to invest additional resources to purchase components, hire and train employees, and enhance our manufacturing processes and quality systems. If we fail to increase our production capacity efficiently while also maintaining quality requirements, our sales may not increase in line with our forecasts and our operating margins could fluctuate or decline. In addition, although we expect some of our product candidates to share product features and components with the T2Dx, T2Candida and T2Bacteria, manufacturing of these products may require the modification of our production lines, the hiring of specialized employees, the identification of new suppliers for specific components, or the development of new manufacturing technologies. It may not be possible for us to manufacture these products at a cost or in quantities sufficient to make these products commercially viable. Any future interruptions we experience in the manufacturing or shipping of our products could delay our ability to recognize revenues in a particular quarter and could also adversely affect our relationships with our customers.

***We currently develop, manufacture and test our products and product candidates and some of their components in two facilities. If these or any future facility or our equipment were damaged or destroyed, or if we experience a significant disruption in our operations for any reason, our ability to continue to operate our business could be materially harmed.***

We currently develop our diagnostic products exclusively in a facility in Lexington, Massachusetts and manufacture and test some components of our products and product candidates in, both, Wilmington and Lexington, Massachusetts. If these or any future facility were to be damaged, destroyed or otherwise unable to operate, whether due to fire, floods, hurricanes, storms, tornadoes, other natural disasters, employee malfeasance, terrorist acts, power outages, or otherwise, or if our business is disrupted for any other reason, we may not be able to develop or test our products and product candidates as promptly as our potential customers expect, or possibly not at all.

The manufacture of components of our products and product candidates at our Wilmington facility involves complex processes, sophisticated equipment and strict adherence to specifications and quality systems procedures. Any unforeseen manufacturing problems, such as contamination of our facility, equipment malfunction, or failure to strictly follow procedures or meet specifications, could result in delays or shortfalls in production of our products. Identifying and resolving the cause of any manufacturing issues could require substantial time and resources. If we are unable to keep up with future demand for our products by successfully manufacturing and shipping our products in a timely manner, our revenue growth could be impaired and market acceptance of our product candidates could be adversely affected.

We maintain insurance coverage against damage to our property and equipment, subject to deductibles and other limitations that we believe is adequate. If we have underestimated our insurance needs with respect to an interruption, or if an interruption is not subject to coverage under our insurance policies, we may not be able to cover our losses.

***We may be adversely affected by fluctuations in demand for, and prices of, rare earth materials.***

T2MR relies, in part, on rare earth materials and products. For example, the T2Dx utilizes magnets which are extracted from the earth. Although there are currently multiple suppliers for these rare earth materials, changes in demand for, and the market price of, these magnets could significantly affect our ability to manufacture our T2MR-based instruments and, consequently, our profitability. Rare earth minerals and product prices may fluctuate and are affected by numerous factors beyond our control such as interest rates, exchange rates, inflation or deflation, global and regional supply and demand for rare earth minerals and products, and the political and economic conditions of countries that produce rare earth minerals and products.

***Provisions of our debt instruments may restrict our ability to pursue our business strategies.***

Our credit facilities require us, and any debt instruments we may enter into in the future may require us, to comply with various covenants that limit our ability to, among other things:

- convey, lease, sell, transfer, assign or otherwise dispose of assets;
- change the nature or location of our business;
- complete mergers or acquisitions;
- incur indebtedness;
- encumber assets;
- pay dividends or make other distributions to holders of our capital stock (other than dividends paid solely in common stock);
- make specified investments;
- change certain key management personnel; and
- engage in material transactions with our affiliates.

These restrictions could inhibit our ability to pursue our business strategies. If we default, which includes a material adverse change, under our credit facilities, and such event of default was not cured or waived, the lenders could terminate commitments to lend and cause all amounts outstanding with respect to the debt to be due and payable immediately, which in turn could result in cross defaults under other debt instruments. Our assets and cash flow may not be sufficient to fully repay borrowings under all of our outstanding debt instruments if some or all of these instruments are accelerated upon a default.

We may incur additional indebtedness in the future. The debt instruments governing such indebtedness could contain provisions that are as, or more, restrictive than our existing debt instruments. If we are unable to repay, refinance or restructure our indebtedness when payment is due, the lenders could proceed against the collateral granted to them to secure such indebtedness or force us into bankruptcy or liquidation.

***As part of our current business model, we will seek to enter into strategic relationships with third parties to develop and commercialize diagnostic products.***

We intend to enter into strategic relationships with third parties for future diagnostic products. However, there is no assurance that we will be successful in doing so. Establishing strategic relationships can be difficult and time-consuming. Discussions may not lead to agreements on favorable terms, if at all. To the extent we agree to work exclusively with a party in a given area, our opportunities to collaborate with others or develop opportunities independently could be limited. Potential collaborators or licensors may elect not to work with us based upon their assessment of our financial, regulatory or intellectual property position. Even if we establish new strategic relationships, they may never result in the successful development or commercialization of future products.

***Acquisitions or joint ventures could disrupt our business, cause dilution to our stockholders and otherwise harm our business.***

We may acquire other businesses, products or technologies as well as pursue strategic alliances, joint ventures, technology licenses or investments in complementary businesses. We have not made any acquisitions to date, and our ability to do so successfully is unproven. Any of these transactions could be material to our financial condition and operating results and expose us to many risks, including:

- disruption in our relationships with future customers or with current or future distributors or suppliers as a result of such a transaction;
- unanticipated liabilities related to acquired companies;
- difficulties integrating acquired personnel, technologies and operations into our existing business;
- diversion of management time and focus from operating our business to acquisition integration challenges;
- increases in our expenses and reductions in our cash available for operations and other uses;
- possible write-offs or impairment charges relating to acquired businesses; and
- inability to develop a sales force for any additional product candidates.

Foreign acquisitions involve unique risks in addition to those mentioned above, including those related to integration of operations across different cultures and languages, currency risks and the particular economic, political and regulatory risks associated with specific countries.

Also, the anticipated benefit of any acquisition may not materialize. Future acquisitions or dispositions could result in potentially dilutive issuances of our equity securities, the incurrence of debt, contingent liabilities or amortization expenses or write-offs of goodwill, any of which could harm our financial condition. We cannot predict the number, timing or size of future joint ventures or acquisitions, or the effect that any such transactions might have on our operating results.

***If treatment guidelines for sepsis change, or the standard of care evolves, we may need to redesign and seek new marketing clearance from the FDA for our products.***

If treatment guidelines for sepsis change, or the standard of care evolves, we may need to redesign and seek new marketing clearance from the FDA for our products. For example, current treatment recommendations for *Candida* infections, including those published by the *Infectious Diseases Society of America*, call for identical treatment for two species of *Candida*, *C. albicans* and *C. tropicalis*, and identical treatment for two other species, *C. glabrata* and *C. krusei*. Although our T2Candida test is technically capable of distinguishing among these species, we have designed it based on current treatment guidelines and therefore it does not distinguish between two species if they are subject to the same recommended treatment. Our FDA clearance to market the T2Dx and T2Candida in the United States is also based on current treatment guidelines. If treatment guidelines change so that different treatments become desirable for the two species currently subject to the same recommended treatment, the clinical utility of our T2Candida test could be diminished and we could be required to seek marketing clearance from the FDA for a revised test that would distinguish between the two species. Additionally, for T2Bacteria, if antibiotic or clinical guidelines indicate that tailoring antibiotic therapy to the infectious pathogen is not needed, then the market opportunity could be diminished.

***Our ability to use net operating losses to offset future taxable income may be subject to certain limitations.***

As of December 31, 2018, we had federal net operating loss carryforwards, or NOLs, to offset future taxable income of \$274.4 million, which are available to offset future taxable income, if any, of which \$228.2 million will expire at various dates through 2038 and \$46.2 million carryforward indefinitely. Under Section 382 of the Internal Revenue Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to utilize its NOLs to offset future taxable income. We may have already experienced one or more ownership changes. Depending on the timing of any future utilization of our carryforwards, we may be limited as to the amount that can be utilized each year as a result of such previous ownership changes. In addition, future changes in our stock ownership, as well as other changes that may be outside of our control, could result in additional ownership changes under Section 382 of the Internal Revenue Code. Our NOLs may also be impaired under similar provisions of state law. We have recorded a full valuation allowance related to our NOLs and other deferred tax assets due to the uncertainty of the ultimate realization of the future benefits of those assets.

***We face risks related to handling hazardous materials and other regulations governing environmental safety.***

Our operations are subject to complex and stringent environmental, health, safety and other governmental laws and regulations that both public officials and private individuals may seek to enforce. Our activities that are subject to these regulations include, among other things, our use of hazardous materials and the generation, transportation and storage of waste. We may not be in material compliance with these regulations. Existing laws and regulations may also be revised or reinterpreted, or new laws and regulations may become applicable to us, whether retroactively or prospectively, that may have a negative effect on our business and results of operations. It is also impossible to eliminate completely the risk of accidental environmental contamination or injury to individuals. In such an event, we could be liable for any damages that result, which could adversely affect our business.

***We generate a portion of our revenue internationally and are subject to various risks relating to our international activities which could adversely affect our operating results.***

A portion of our revenue comes from international sources, and we anticipate that we will continue to expand overseas operations. Engaging in international business involves a number of difficulties and risks, including:

- required compliance with existing and changing foreign healthcare and other regulatory requirements and laws, such as those relating to patient privacy or handling of bio-hazardous waste;
- required compliance with anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act and U.K. Bribery Act, data privacy requirements, labor laws and anti-competition regulations;
- export or import restrictions;
- various reimbursement and insurance regimes;
- laws and business practices favoring local companies;
- longer payment cycles and difficulties in enforcing agreements and collecting receivables through certain foreign legal systems;
- political and economic instability;
- potentially adverse tax consequences, tariffs, customs charges, bureaucratic requirements and other trade barriers;
- foreign exchange controls;
- difficulties and costs of staffing and managing foreign operations; and
- difficulties protecting or procuring intellectual property rights.

As we expand internationally, our results of operations and cash flows will become increasingly subject to fluctuations due to changes in foreign currency exchange rates. Our expenses are generally denominated in the currencies in which our operations are located, which is in the United States. If the value of the U.S. dollar increases relative to foreign currencies in the future, in the absence of a corresponding change in local currency prices, our future revenue could be adversely affected as we convert future revenue from local currencies to U.S. dollars.

If we dedicate resources to our international operations and are unable to manage these risks effectively, our business, operating results and prospects will suffer.

***Our employees, independent contractors, principal investigators, consultants, commercial partners, distributors and vendors may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements.***

We are exposed to the risk of fraud or other misconduct by our employees, independent contractors, principal investigators, consultants, commercial partners, distributors and vendors. Misconduct by these parties could include intentional, reckless or negligent failures to: comply with the regulations of the FDA and other similar foreign regulatory bodies; provide true, complete and accurate information to the FDA and other similar regulatory bodies; comply with manufacturing standards we have established; comply with healthcare fraud and abuse laws and regulations in the United States and similar foreign fraudulent misconduct laws; or report financial information or data accurately, or disclose unauthorized activities to us. These laws may impact, among other things, our activities with principal investigators and research subjects, as well as our sales, marketing and education programs. In particular, the promotion, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct could also involve the improper use of information obtained in the course of clinical studies, which could result in regulatory sanctions and cause serious harm to our reputation. We currently have a code of conduct applicable to all of our employees, but it is not always possible to identify and deter employee misconduct, and our code of conduct and the other precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses, or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, disgorgement, individual imprisonment, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages,

reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations. Any of these actions or investigations could result in substantial costs to us, including legal fees, and divert the attention of management from operating our business.

***We depend on our information technology systems, and any failure of these systems could harm our business.***

We depend on information technology systems for significant elements of our operations, including the storage of data and retrieval of critical business information. We have installed, and expect to expand, a number of enterprise software systems that affect a broad range of business processes and functional areas, including systems handling human resources, financial controls and reporting, contract management, regulatory compliance, sales management and other infrastructure operations. These information technology systems may support a variety of functions, including laboratory operations, test validation, quality control, customer service support, billing and reimbursement, research and development activities and general administrative activities. Our clinical trial data is currently stored on a third party's servers.

Information technology systems are vulnerable to damage from a variety of sources, including network failures, malicious human acts and natural disasters. Moreover, despite network security and back-up measures, some of our servers are potentially vulnerable to physical or electronic break-ins, computer viruses and similar disruptive problems. Despite the precautionary measures we have taken to prevent unanticipated problems that could affect our information technology systems, failures or significant downtime of our information technology systems or those used by our third-party service providers could prevent us from conducting our general business operations. Any disruption or loss of information technology systems on which critical aspects of our operations depend could have an adverse effect on our business. Further, we store highly confidential information on our information technology systems, including information related to clinical data, product designs and plans to create new products. If our servers or the servers of the third party on which our clinical data is stored are attacked by a physical or electronic break-in, computer virus or other malicious human action, our confidential information could be stolen or destroyed.

***Our internal computer systems, or those used by our third-party research institution collaborators, vendors or other contractors or consultants, may fail or suffer security breaches.***

Despite the implementation of security measures, our internal computer systems and those of our vendors and other contractors and consultants may be vulnerable to damage from computer viruses and unauthorized access. Although to our knowledge we have not experienced any such material system failure or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our business operations. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or systems, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development and commercialization of our product candidates could be delayed, which could adversely affect our business, results of operations and financial condition.

***Security breaches and other disruptions could compromise our information and expose us to liability, which would cause our business and reputation to suffer.***

In the ordinary course of our business, we store sensitive data, including intellectual property, our proprietary business information and that of our customers, and personally identifiable information of our employees, in our data centers and on our networks. The secure maintenance and transmission of this information is critical to our operations. Despite our security measures, our information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt our operations and damage our reputation, which could adversely affect our business/operating margins, revenues and competitive position.

***Risks Related to Government Regulation and Diagnostic Product Reimbursement***

***Approval and clearance by the FDA and foreign regulatory authorities for our diagnostic tests takes significant time and requires significant research, development and clinical study expenditures and ultimately may not succeed.***

The medical device industry is regulated extensively by governmental authorities, principally the FDA and corresponding state regulatory agencies. The regulations are very complex and are subject to rapid change and varying interpretations. Regulatory restrictions or changes could limit our ability to carry on or expand our operations or result in higher than anticipated costs or lower than anticipated sales. The FDA and other U.S. governmental agencies regulate numerous elements of our business, including:

- product design and development;
- pre-clinical and clinical testing and trials;
- product safety;
- establishment registration and product listing;
- labeling and storage;

- marketing, manufacturing, sales and distribution;
- pre-market clearance or approval;
- servicing and post-market surveillance;
- advertising and promotion; and
- recalls and field safety corrective actions.

Before we begin to label and market our product candidates for use as clinical diagnostics in the United States, we are required to obtain clearance from the FDA under Section 510(k) of the Federal Food, Drug and Cosmetic Act, approval of a *de novo* reclassification petition for our product, or approval of pre-market approval, or PMA, application from the FDA, unless an exemption from pre-market review applies. In the 510(k) clearance process, the FDA must determine that a proposed device is “substantially equivalent” to a device legally on the market, known as a “predicate” device, with respect to intended use, technology and safety and effectiveness, in order to clear the proposed device for marketing. Clinical data is sometimes required to support substantial equivalence. The PMA pathway requires an applicant to demonstrate the safety and effectiveness of the device based, in part, on extensive data, including, but not limited to, technical, preclinical, clinical trial, manufacturing and labeling data. The PMA process is typically required for devices that are deemed to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices. However, some devices are automatically subject to the PMA pathway regardless of the level of risk they pose because they have not previously been classified into a lower risk class by the FDA. Manufacturers of these devices may request that FDA review such devices in accordance with the *de novo* classification procedure, which allows a manufacturer whose novel device would otherwise require the submission and approval of a PMA prior to marketing to request down-classification of the device on the basis that the device presents low or moderate risk. If the FDA agrees with the down-classification, the applicant will then receive approval to market the device. This device type can then be used as a predicate device for future 510(k) submissions. The process of obtaining regulatory clearances or approvals, or completing the *de novo* classification process, to market a medical device can be costly and time consuming, and we may not be able to successfully obtain pre-market reviews on a timely basis, if at all.

We received pre-market clearance for our T2Dx instrument and T2Candida under the *de novo* application procedure in September 2014 and received market clearance for T2Bacteria under the standard 510(k) process in May 2018. From time to time, we may make modifications to these products that may require a new 510(k).

If the FDA requires us to go through a lengthier, more rigorous examination for our future product candidates than we had expected, our product introductions or modifications could be delayed or canceled, which could cause our launch to be delayed or, in the future, our sales to decline. In addition, the FDA may determine that our product candidates require the more costly, lengthy and uncertain PMA process.

The FDA can delay, limit or deny clearance or approval of a device for many reasons, including:

- we may not be able to demonstrate to the FDA’s satisfaction that our product candidates are safe and effective, sensitive and specific diagnostic tests, for their intended users;
- the data from our pre-clinical studies and clinical trials may be insufficient to support clearance or approval, where required; and
- the manufacturing process or facilities we use may not meet applicable requirements.

In addition, the FDA may change its clearance and approval policies, adopt additional regulations or revise existing regulations, or take other actions which may prevent or delay approval or clearance of our products under development or impact our ability to modify our currently approved or cleared products on a timely basis. For example, in response to industry and healthcare provider concerns regarding the predictability, consistency and rigor of the 510(k) regulatory pathway, the FDA initiated an evaluation of the program, and in January 2011, announced several proposed actions intended to reform the review process governing the clearance of medical devices. The FDA intends these reform actions to improve the efficiency and transparency of the clearance process, as well as bolster patient safety. In addition, as part of the Food and Drug Administration Safety and Innovation Act, or FDASIA, Congress reauthorized the Medical Device User Fee Amendments with various FDA performance goal commitments and enacted several “Medical Device Regulatory Improvements” and miscellaneous reforms which are further intended to clarify and improve medical device regulation both pre- and post-approval.

Any delay in, or failure to receive or maintain, clearance or approval for our product candidates could prevent us from generating revenue from these product candidates and adversely affect our business operations and financial results. Additionally, the FDA and other regulatory authorities have broad enforcement powers. Regulatory enforcement or inquiries, or other increased scrutiny on us, could affect the perceived safety and efficacy of our products and product candidates and dissuade our customers from using our products and product candidates.

Obtaining FDA clearance, *de novo* down classification, or approval for diagnostics can be expensive and uncertain, and generally takes from several months to several years, and generally requires detailed and comprehensive scientific and clinical data. Notwithstanding the expense, these efforts may never result in FDA clearance. Even if we were to obtain regulatory clearance, it may not be for the uses we believe are important or commercially attractive, in which case we would not be permitted to market our product for those uses.

Even if granted, a 510(k) clearance, *de novo* down classification, or PMA approval for any future product would likely place substantial restrictions on how our device is marketed or sold, and the FDA will continue to place considerable restrictions on our products and operations.



For example, the manufacture of medical devices must comply with the FDA's Quality System Regulation, or QSR. In addition, manufacturers must register their manufacturing facilities, list the products with the FDA, and comply with requirements relating to labeling, marketing, complaint handling, adverse event and medical device reporting, reporting of corrections and removals, and import and export. The FDA monitors compliance with the QSR and these other requirements through periodic inspections. If our facilities or those of our manufacturers or suppliers are found to be in violation of applicable laws and regulations, or if we or our manufacturers or suppliers fail to take satisfactory corrective action in response to an adverse inspection, the regulatory authority could take enforcement action, including any of the following sanctions:

- untitled letters, warning letters, fines, injunctions, consent decrees and civil penalties;
- customer notifications or repair, replacement, refunds, detention or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;
- refusing or delaying requests for 510(k) marketing clearance or PMA approvals of new products or modified products;
- withdrawing 510(k) marketing clearances or PMA approvals that have already been granted;
- refusing to provide Certificates for Foreign Government;
- refusing to grant export approval for our products; or
- pursuing criminal prosecution.

Any of these sanctions could impair our ability to produce our products and product candidates in a cost-effective and timely manner in order to meet our customers' demands, and could have a material adverse effect on our reputation, business, results of operations and financial condition. We may also be required to bear other costs or take other actions that may have a negative impact on our future sales and our ability to generate profits.

Sales of our diagnostic products and product candidates outside the United States are subject to foreign regulatory requirements governing clinical studies, vigilance reporting, marketing approval, manufacturing, product licensing, pricing and reimbursement. These regulatory requirements vary greatly from country to country. As a result, the time required to obtain approvals outside the United States may differ from that required to obtain FDA clearance and we may not be able to obtain foreign regulatory approvals on a timely basis or at all. Clearance by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure clearance or approval by regulatory authorities in other countries or by the FDA. Foreign regulatory authorities could require additional testing. Failure to comply with these regulatory requirements, or to obtain required clearances or approvals, could impair our ability to commercialize our diagnostic products and product candidates outside of the United States.

***Modifications to our products, if cleared or approved, may require new 510(k) clearances or pre-market approvals, or may require us to cease marketing or recall the modified products until clearances are obtained.***

Any modification to a device authorized for marketing that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, design or manufacture, requires a new 510(k) clearance or, possibly, approval of a PMA. The FDA requires every manufacturer to make this determination in the first instance, but the FDA may review any manufacturer's decision. The FDA may not agree with our decisions regarding whether new clearances or approvals are necessary. If the FDA disagrees with our determination and requires us to submit new 510(k) notifications or PMAs for modifications to previously cleared products for which we conclude that new clearances or approvals are unnecessary, we may be required to cease marketing or to recall the modified product until we obtain clearance or approval, and we may be subject to significant regulatory fines or penalties.

FDA is continuing the trend to uphold safety and effectiveness of commercial devices, while maintaining the least burdensome approach provision. This provision states that FDA shall only request the "minimum required information" necessary to support a determination of substantial equivalence (sections 513(i)(1)(D)(ii)-(iii) of the FD&C Act). Their recommendations are further discussed in the 2017 Guidance on deciding when to submit a 510(k) for a change to an existing device. As written, this outwardly suggests a more efficient process of interacting with FDA; however, the demonstration of device safety now includes more comprehensive planning and reporting through the lifecycle of the device, including Risk Evaluation, Post-Marketing Surveillance, and Medical Device Reporting for adverse events.

***A recall of our products, either voluntarily or at the direction of the FDA, or the discovery of serious safety issues with our products that leads to corrective actions, could have a significant adverse impact on us.***

The FDA and similar foreign governmental authorities have the authority to require the recall of commercialized products in the event of material deficiencies or defects in design or manufacture of a product or in the event that a product poses an unacceptable risk to health. Manufacturers may, under their own initiative, recall a product if any material deficiency in a device is found. A government-mandated or voluntary recall by us or one of our distributors could occur as a result of an unacceptable risk to health, component failures, manufacturing errors, design or labeling defects or other deficiencies and issues. Under the FDA's medical device reporting regulations, we are required to report to the FDA any incident in which our product may have caused or contributed to a death or serious injury or in which our product malfunctioned and, if the malfunction were to recur, would likely cause or contribute to death or serious injury. Repeated product malfunctions may result in a

voluntary or involuntary product recall. Recalls of any of our products would divert managerial and financial resources and have an adverse effect on our reputation, results of operations and financial condition, which could impair our ability to produce our products in a cost-effective and timely manner in order to meet our customers' demands. Depending on the corrective action we take to redress a product's deficiencies or defects, the FDA may require, or we may decide, that we will need to obtain new approvals or clearances for the device before we may market or distribute the corrected device. Seeking such approvals or clearances may delay our ability to replace the recalled devices in a timely manner. Moreover, if we do not adequately address problems associated with our devices, we may face additional regulatory enforcement action, including FDA warning letters, product seizure, injunctions, administrative penalties, or civil or criminal fines. We may also be required to bear other costs or take other actions that may have a negative impact on our sales as well as face significant adverse publicity or regulatory consequences, which could harm our business, including our ability to market our products in the future.

Any adverse event involving our products could result in future voluntary corrective actions, such as recalls or customer notifications, or agency action, such as inspection, mandatory recall or other enforcement action. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, would require the dedication of our time and capital, distract management from operating our business and may harm our reputation and financial results.

***We may rely on third parties to conduct future studies of our product candidates that may be required by the FDA or other regulatory authorities, and those third parties may not perform satisfactorily.***

We may rely on third parties, including medical investigators, to conduct such studies. Our reliance on these third parties for clinical development activities will reduce our control over these activities. These third parties may not complete activities on schedule or conduct studies in accordance with regulatory requirements or our study design. If applicable, our reliance on third parties that we do not control will not relieve us of any applicable requirement to prepare, and ensure compliance with, various procedures required under good clinical practices. If these third parties do not successfully carry out their contractual duties or regulatory obligations or meet expected deadlines, if the third parties need to be replaced or if the quality or accuracy of the data they obtain is compromised due to their failure to adhere to our clinical protocols or regulatory requirements or for other reasons, our studies may be extended, delayed, suspended or terminated, and we may not be able to obtain marketing clearance from the FDA or regulatory clearance for our product candidates.

***Our customers are highly dependent on payment from third-party payors, and inadequate coverage and/or inadequate reimbursement for diagnostic tests using our technology or for procedures using our products and product candidates and the commercial success of our diagnostic products and product candidates would be compromised.***

Successful commercialization of our diagnostic products and product candidates depends, in large part, on the extent to which the costs of our products and product candidates purchased by our customers are reimbursed, either separately or through bundled payment, by third-party private and governmental payors, including Medicare, Medicaid, managed care organizations and private insurance plans. There is significant uncertainty surrounding third-party coverage and reimbursement for the use of tests that incorporate new technology, such as T2MR. There may be significant delays in obtaining coverage and reimbursement for newly approved products, and coverage may be more limited than the purposes for which the product is approved by the FDA or comparable foreign regulatory authorities.

Hospitals, clinical laboratories and other healthcare provider customers that may purchase our products and product candidates, if approved, generally bill various third-party payors to cover all or a portion of the costs and fees associated with diagnostic tests, including the cost of the purchase of our products and product candidates. We currently expect that the majority of our diagnostic tests will be performed in a hospital inpatient setting, where governmental payors, such as Medicare, generally reimburse hospitals a single bundled payment that is based on the patients' diagnosis under a classification system known as the Medicare severity diagnosis-related groups, classification for all items and services provided to the patient during a single hospitalization, regardless of whether our diagnostic tests are performed during such hospitalization. To the extent that our diagnostic tests will be performed in an outpatient setting, our products and product candidates may be eligible for separate payment, for example, under the Clinical Laboratory Fee Schedule using existing Current Procedural Terminology codes. Third-party payors may deny coverage, however, if they determine that the diagnostic tests using our products are not cost-effective compared to the use of alternative testing methods as determined by the payor, or is deemed by the third-party payor to be experimental or medically unnecessary. Even if third-party payors make coverage and reimbursement available, such reimbursement may not be adequate or these payors' reimbursement policies may have an adverse effect on our business, results of operations, financial condition and cash flows. In the United States, no uniform policy of coverage and reimbursement for products exists among third-party payors. Therefore, coverage and reimbursement for products can differ significantly from payor to payor. As a result, the coverage determination process is often a time-consuming and costly process that will require us to provide scientific and clinical support for the use of our product candidates to each payor separately, with no assurance that coverage and adequate reimbursement will be obtained.

Government authorities and other third-party payors are developing increasingly sophisticated methods of controlling healthcare costs, such as by limiting coverage and the amount of reimbursement for various products. Our customers' access to adequate coverage and reimbursement for inpatient procedures using our products and product candidates by government and private insurance plans is central to the acceptance of our products. We cannot predict at this time the adequacy of payments, whether made separately in an outpatient setting or with a bundled payment amount in an inpatient setting. We may be unable to sell our products on a profitable basis if third-party payors deny coverage or reduce their current levels of payment, or if our costs of production increase faster than increases in reimbursement levels.

In many countries outside of the United States, various coverage, pricing and reimbursement approvals are required. We expect that it will take several years to establish broad coverage and reimbursement for testing services based on our products with payors in countries outside of the United States, and our efforts may not be successful.

***We may be subject to federal and state healthcare fraud and abuse laws and other federal and state healthcare laws applicable to our business activities. If we are unable to comply, or have not complied, with such laws, we could face substantial penalties.***

Our operations are, and will continue to be, directly or indirectly subject to various federal and state fraud and abuse laws, including, without limitation, the federal and state anti-kickback statutes, physician payment transparency laws and false claims laws. These laws impact, among other things, our sales and marketing and education programs and require us to implement additional internal systems for tracking certain marketing expenditures and reporting them to government authorities. In addition, we may be subject to patient data privacy and security regulation by both the federal government and the states in which we conduct our business. The healthcare laws and regulations that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly or willfully soliciting, receiving, offering or paying any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for or to induce either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or services for which payment may be made, in whole or in part, under a federal healthcare program such as the Medicare and Medicaid programs;
- federal false claims laws, including the federal civil False Claims Act, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment from or approval by a governmental payor program that are false or fraudulent;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which established additional federal crimes for, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or making materially false statements in connection with the delivery of or payment for healthcare benefits, items or services;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, which governs the conduct of certain electronic healthcare transactions and imposes obligations, including mandatory contractual terms, on certain types of people and entities regarding the security and privacy of protected health information;
- the Physician Payments Sunshine Act under the Affordable Care Act, which requires manufacturers of drugs, devices, biologicals, and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to report annually to the CMS information related to payments and other transfers of value to physicians and teaching hospitals, and ownership and investment interests held by physicians and their immediate family members; and
- state or foreign law equivalents of each of the above federal laws, such as anti-kickback and false claims laws, which may apply to items or services reimbursed by any third-party payor, including commercial insurers; state laws that require device companies to comply with the industry's voluntary compliance guidelines and the applicable compliance guidance promulgated by the federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws that require manufacturers to report information related to payments and other transfers of value to physicians, hospitals and other healthcare providers or marketing expenditures; and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways, thus complicating compliance efforts.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge under one or more of such laws. In addition, recent healthcare reforms have strengthened these laws. For example, the Affordable Care Act, among other things, amends the intent requirement of the federal anti-kickback statute. A person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to commit a violation. The Affordable Care Act also codified case law by amending the False Claims Act, such that violations of the federal Anti-Kickback Statute are now deemed violations of the False Claims Act.

If our operations are found to be in violation of any of the laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including administrative, civil and criminal penalties, damages, fines, disgorgement, contractual damages, reputational harm, the curtailment or restructuring of our operations, the exclusion from participation in federal and state healthcare programs and individual imprisonment, any of which could adversely affect our ability to operate our business and our results of operations.

***Healthcare policy changes, including legislation reforming the United States healthcare system, may have a material adverse effect on our financial condition and results of operations.***

The Affordable Care Act, enacted in March 2010, made changes that significantly impacted the pharmaceutical and medical device industries and clinical laboratories. Beginning in 2013, certain medical device manufacturers were to be required to pay a medical device excise tax in an amount equal to 2.3% of the price for which such manufacturer sells its medical devices. The excise tax applies to our T2Dx instrument, T2Candida, and T2Bacteria and we expect that it will apply to some or all of our product candidates. The Consolidated Appropriations Act of 2016, signed into law on December 18, 2015, temporarily suspended the 2.3% medical device excise tax for a two-year period from January 1,

2016 through December 31, 2017. In early 2018, the implementation of this excise tax was once again temporarily suspended until January 1, 2020.

The Affordable Care Act also mandated a reduction in payments for clinical laboratory services paid under the Medicare Clinical Laboratory Fee Schedule, or CLFS, of 1.75% for the years 2011 through 2015 and a productivity adjustment to the CLFS, further reducing payment rates. Some commercial payors are guided by the CLFS in establishing their reimbursement rates. Clinicians may decide not to order clinical diagnostic tests if third-party payments are inadequate, and we cannot predict whether third-party payors will offer adequate reimbursement for procedures utilizing our products and product candidates to make them commercially attractive. To the extent that the diagnostic tests using our products and product candidates are performed on an outpatient basis, these or any future proposed or mandated reductions in payments under the CLFS may apply to some or all of the clinical laboratory tests that our diagnostics customers may use our technology to deliver to Medicare beneficiaries and may indirectly reduce demand for our diagnostic products and product candidates.

Other significant measures for our industry contained in the Affordable Care Act included coordination and promotion of research on comparative clinical effectiveness of different technologies and procedures; initiatives to revise Medicare payment methodologies, such as bundling of payments across the continuum of care by providers and physicians; and initiatives to promote quality indicators in payment methodologies. The Affordable Care Act also includes significant fraud and abuse measures, including required disclosures of certain financial arrangements with physician customers, lower thresholds for violations and increasing potential penalties for such violations. In addition, the Affordable Care Act established an Independent Payment Advisory Board, or IPAB, to reduce the per capita rate of growth in Medicare spending. The IPAB has broad discretion to propose policies to reduce healthcare expenditures, which may have a negative impact on payment rates for services, including our tests. The IPAB proposals may impact payments for clinical laboratory services that our diagnostics customers use our technology to deliver, and for hospital services beginning in 2020, and may indirectly reduce demand for our diagnostic products and product candidates. To the extent that the reimbursement amounts for sepsis decrease, it could adversely affect the market acceptance and hospital adoption of our technologies.

In addition, other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. On August 2, 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs, including reductions of Medicare payments to providers of up to 2% per fiscal year effective April 1, 2013. Due to subsequent legislative amendments, these reductions will stay in effect through 2024 unless additional congressional action is taken. Further, on January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

The current presidential administration and U.S. Congress has sought to modify, repeal, or otherwise invalidate all, or certain provisions of, the Affordable Care Act. Since taking office, President Trump has continued to support the repeal of all or portions of the Affordable Care Act. There is still uncertainty with respect to the impact President Trump's administration and the U.S. Congress may have, if any, and any changes will likely take time to unfold, and could have an impact on coverage and reimbursement for healthcare items and services covered by plans that were authorized by the Affordable Care Act. However, we cannot predict the ultimate content, timing or effect of any healthcare reform legislation or the impact of potential legislation on us.

We cannot predict whether future healthcare initiatives will be implemented at the federal or state level or in countries outside of the United States in which we may do business, or the effect any future legislation or regulation will have on us. The taxes imposed by the new federal legislation and the expansion in government's effect on the United States healthcare industry may result in decreased profits to us, lower reimbursements by payors for our products and product candidates or reduced medical procedure volumes, any of which may adversely affect our business, financial condition and results of operations.

#### **Risks Related to Intellectual Property**

##### ***If we are unable to protect our intellectual property effectively, our business would be harmed.***

We rely on patent protection as well as trademark, copyright, trade secret protection and confidentiality agreements to protect the intellectual property rights related to our proprietary technologies. The strength of patents in our field involves complex legal and scientific questions. Uncertainty created by these questions means that our patents may provide only limited protection and may not adequately protect our rights or permit us to gain or keep any competitive advantage. We own or exclusively license over 35 issued U.S. patents and over 15 pending U.S. patent applications, including provisional and non-provisional filings. We also own or license over 50 pending or granted counterpart applications worldwide. If we fail to protect our intellectual property, third parties may be able to compete more effectively against us and we may incur substantial litigation costs in our attempts to recover or restrict use of our intellectual property.

We cannot assure you that any of our currently pending or future patent applications will result in issued patents with claims that cover our products and technologies in the United States or in other foreign countries, and we cannot predict how long it will take for such patents to be issued. Further, issuance of a patent is not conclusive as to its inventorship or scope, and there is no guarantee that our issued patents will include claims that are sufficiently broad to cover our technologies or to provide meaningful protection of our products from our competitors. Further, we

cannot be certain that all relevant prior art relating to our patents and patent applications has been found. Accordingly, there may be prior art that can invalidate our issued patents or prevent a patent from issuing from a pending patent application, at all or with claims that have a scope broad enough to provide meaningful protection from our competitors.

Even if patents do successfully issue and even if such patents cover our products and technologies, we cannot assure you that other parties will not challenge the validity, enforceability or scope of such issued patents in the United States and in foreign countries, including by proceedings such as re-examination, inter-partes review, interference, opposition, or other patent office or court proceedings. Moreover, we cannot assure you that if such patents were challenged in court or before a regulatory agency that the patent claims will be held valid, enforceable, or be sufficiently broad to cover our technologies or to provide meaningful protection from our competitors. Nor can we assure you that the applicable court or agency will uphold our ownership rights in such patents. Accordingly, we cannot guarantee that we will be successful in defending challenges made against our patents and patent applications. Any successful third-party challenge to our patents could result in the unenforceability or invalidity of such patents, or narrowing of claim scope, such that we could be deprived of patent protection necessary for the successful commercialization of our products and technologies, which could adversely affect our business.

Furthermore, even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property, provide exclusivity for our products and technologies or prevent others from designing around our claims. Others may independently develop similar or alternative products and technologies or duplicate any of our products and technologies. These products and technologies may not be covered by claims of issued patents owned by our company. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business. In addition, competitors could purchase our products and attempt to replicate some or all of the competitive advantages we derive from our development efforts, willfully infringe our intellectual property rights, design around our protected technology or develop their own competitive technologies that fall outside of the protections provided by our intellectual property rights. If our intellectual property, including licensed intellectual property, does not adequately protect our market position against competitors' products and methods, our competitive position could be adversely affected, as could our business.

Further, if we encounter delays in regulatory approvals, the period of time during which we could market a product or product candidate under patent protection could be reduced. Since patent applications in the United States and most other countries are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we were the first to make the inventions covered by our pending patent applications, or that we were the first to file any patent application related to a product or product candidate. Furthermore, if third parties have filed such patent applications, an interference proceeding in the United States can be initiated by a third party to determine who was the first to invent any of the subject matter covered by the patent claims of our applications. In addition, patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after it is filed. Various extensions may be available; however the life of a patent, and the protection it affords, is limited.

Further, the laws of some foreign countries do not protect proprietary rights to the same extent or in the same manner as the laws of the United States. As a result, we may encounter significant problems in protecting and defending our intellectual property both in the United States and abroad. If we are unable to prevent material disclosure of the non-patented intellectual property related to our technologies to third parties, and there is no guarantee that we will have any such enforceable trade secret protection, we may not be able to establish or maintain a competitive advantage in our market, which could materially adversely affect our business, results of operations and financial condition.

***We depend on certain technologies that are licensed to us. We do not control the intellectual property rights covering these technologies and any loss of our rights to these technologies or the rights licensed to us could prevent us from selling our products.***

We are a party to a number of license agreements under which we are granted rights to intellectual property that is important to our business and we expect that we may need to enter into additional license agreements in the future. We rely on these licenses in order to be able to use various proprietary technologies that are material to our business, including an exclusive license to patents and patent applications from Massachusetts General Hospital, or MGH, and non-exclusive licenses from other third parties related to materials used currently in our research and development activities, and which we use in our commercial activities. Our rights to use these technologies and employ the inventions claimed in the licensed patents are subject to the continuation of and our compliance with the terms of those licenses. Our existing license agreements impose, and we expect that future license agreements will impose on us, various diligence obligations, payment of milestones or royalties and other obligations. If we fail to comply with our obligations under these agreements, or we are subject to a bankruptcy, the licensor may have the right to terminate the license, in which event we would not be able to market products covered by the license.

As we have done previously, we may need to obtain licenses from third parties to advance our research or allow commercialization of our products and technologies, and we cannot provide any assurances that third-party patents do not exist which might be enforced against our current products and technologies or future products in the absence of such a license. We may fail to obtain any of these licenses on commercially reasonable terms, if at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology. If we are unable to do so, we may be unable to develop or commercialize the affected products and technologies, which could materially harm our business and the third parties owning such intellectual property rights could seek either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties or other forms of compensation.

In some cases, we do not control the prosecution, maintenance, or filing of the patents that are licensed to us, or the enforcement of these patents against infringement by third parties. Some of our patents and patent applications were not filed by us, but were either acquired by us or

are licensed from third parties. Thus, these patents and patent applications were not drafted by us or our attorneys, and we did not control or have any input into the prosecution of these patents and patent applications either prior to our acquisition of, or entry into a license with respect to, such patents and patent applications. With respect to the patents we license from MGH, although we have rights under our agreement to provide input into prosecution and maintenance activities, and are actively involved in such ongoing prosecution, MGH retains ultimate control over such prosecution and maintenance. We therefore cannot be certain that the same attention was given, or will continue to be given, to the drafting and prosecution of these patents and patent applications as we may have exercised if we had control over the drafting and prosecution of such patents and patent applications, or that we will agree with decisions taken by MGH in relation to ongoing prosecution activities. We also cannot be certain that drafting or prosecution of the patents and patent applications licensed to us have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents. Further, as MGH retains the right to enforce these patents against third-party infringement, we cannot be certain that MGH will elect to enforce these patents to the extent that we would choose to do so, or in a way that will ensure that we retain the rights we currently have under our license with MGH. If MGH fails to properly enforce the patents subject to our license in the event of third-party infringement, our ability to retain our competitive advantage with respect to our products and product candidates may be materially affected.

In addition, certain of the patents we have licensed relate to technology that was developed with U.S. government grants. Federal regulations impose certain domestic manufacturing requirements and other obligations with respect to some of our products embodying these patents.

Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues. Disputes may arise between us and our licensors regarding intellectual property subject to a license agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- our right to sublicense patent and other rights to third parties under collaborative development relationships;
- our diligence obligations with respect to the use of the licensed technology in relation to our development and commercialization of our products and technologies, and what activities satisfy those diligence obligations; and
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected products and technologies.

***We may be involved in lawsuits to protect or enforce our patents and proprietary rights, to determine the scope, enforceability and validity of others' proprietary rights, or to defend against third-party claims of intellectual property infringement, any of which could be time-intensive and costly and may adversely impact our business or stock price.***

Our commercial success depends in part on our avoiding infringement of the patents and proprietary rights of third parties. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the medical device and diagnostics industries, including patent infringement lawsuits, interferences, oppositions and inter partes review proceedings before the U.S. Patent and Trademark Office, or U.S. PTO, and corresponding foreign patent offices. While we have not received notices of claims of infringement or misappropriation or misuse of other parties' proprietary rights in the past, we may from time to time receive such notices in the future. Some of these claims may lead to litigation. Third parties may assert that we are employing their proprietary technology without authorization. There may be third-party patents or patent applications with claims to materials, methods of manufacture or methods of use of our products and technologies. Because patent applications can take many years to issue, third parties may have currently pending patent applications which may later result in issued patents that our products and technologies may infringe, or which such third parties claim are infringed by the use of our technologies. We cannot assure you that we will prevail in such actions, or that other actions alleging misappropriation or misuse by us of third-party trade secrets or infringement by us of third-party patents, trademarks or other rights, or challenging the validity of our patents, trademarks or other rights, will not be asserted against us.

Litigation may be necessary for us to enforce our patent and proprietary rights or to determine the scope, enforceability or validity of the proprietary rights of others. There has been substantial litigation and other proceedings regarding patent and other intellectual property rights in the medical diagnostics industry. Third parties may assert that we are employing their proprietary technology without authorization. Many of our competitors have significantly larger and more mature patent portfolios than we currently have. In addition, future litigation may involve patent holding companies or other adverse patent owners who have no relevant product revenue and against whom our own patents may provide little or no deterrence or protection. Parties making claims against us for infringement of their intellectual property rights may obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize one or more of our products and technologies. Further, defense of such claims in litigation, regardless of merit, could result in substantial legal fees and could adversely affect the scope of our patent protection, and would be a substantial diversion of employee, management and technical personnel resources from our business. The outcome of any litigation or other proceeding is inherently uncertain and might not be favorable to us. In the event of a successful claim of infringement against us, we could be required to redesign our infringing products or obtain a license from such third party to continue developing

and commercializing our products and technology. However, we may not be able to obtain any required license on commercially reasonable terms, or at all. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could therefore incur substantial costs for licenses obtained from third parties, if such licenses were available at all, which could negatively affect our gross margins, or prevent us from commercializing our products and technologies. Further, we could encounter delays in product introductions, or interruptions in product sales, as we develop alternative methods or products to avoid infringing third-party rights. In addition, if we resort to legal proceedings to enforce our intellectual property rights or to determine the validity, enforceability or scope of the intellectual property or other proprietary rights of others, the proceedings could be burdensome and expensive, even if we were to prevail. Any litigation that may be necessary in the future could result in substantial costs and the diversion of our resources and could have a material adverse effect on our business, operating results or financial condition. Further, if the scope of protection provided by our patents or patent applications is threatened or reduced as a result of litigation, it could discourage third parties from entering into collaborations with us that are important to the commercialization of our products.

We cannot guarantee that we have identified all relevant third-party intellectual property rights that may be infringed by our technology, nor is there any assurance that patents will not issue in the future from currently pending applications that may be infringed by our technology or products or product candidates. We are aware of third parties that have issued patents and pending patent applications in the United States, Europe, Canada, and other jurisdictions in the field of magnetic resonance devices and methods for analyte detection, including the preparation and use of reagents. While we continue to evaluate third-party patents in this area on an ongoing basis, we cannot guarantee that patents we currently are aware of will be found invalid or not infringed if we are accused of infringing them, or if our products are found to infringe, that we will be able to modify our products to cause them to be non-infringing on a timely or cost-effective basis, or at all. We currently monitor the intellectual property positions of some companies in this field that are potential competitors or are conducting research and development in areas that relate to our business, and will continue to do so as we progress the development and commercialization of our products or product candidates. While we continue to evaluate third-party patents in this area on an ongoing basis, we cannot assure you that third parties do not currently have or will not in the future have issued patents or other intellectual property rights that may be infringed by the practice of our technology or the commercialization of our products or product candidates.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. In addition, during the course of this kind of litigation, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or you perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

In addition, certain of our agreements with suppliers, distributors, customers and other entities with whom we do business require us to defend or indemnify these parties to the extent they become involved in infringement claims relating to our technologies or products, or rights licensed to them by us. We could also voluntarily agree to defend or indemnify third parties in instances where we are not obligated to do so if we determine it would be important to our business relationships. If we are required or agree to defend or indemnify any of these third parties in connection with any infringement claims, we could incur significant costs and expenses that could adversely affect our business, operating results, or financial condition.

***If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.***

In addition to pursuing patents on our technology, we also rely on trade secret protection and confidentiality agreements to protect proprietary know-how that is not patentable or that we elect not to patent, processes for which patents are difficult to enforce and any other elements of our products and technologies and discovery and development processes that involve proprietary know-how, information or technology that is not covered by patents, in order to maintain our competitive position. We take steps to protect our intellectual property, proprietary technologies and trade secrets, in part, by entering into confidentiality agreements with our employees, consultants, corporate partners, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants that obligate them to assign to us any inventions developed in the course of their work for us. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. Our agreements may not be enforceable or may not provide meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure or other breaches of the agreements, and we may not be able to prevent such unauthorized disclosure. Monitoring unauthorized disclosure is difficult, and we do not know whether the steps we have taken to prevent such disclosure are, or will be, adequate. If we were to enforce a claim that a third party had illegally obtained and was using our trade secrets, it would be expensive and time consuming, and the outcome would be unpredictable. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, courts outside the United States may be less willing to protect trade secrets. If any of the technology or information that we protect as trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them from using that technology or information to compete with us. Misappropriation or unauthorized disclosure of our trade secrets could impair our competitive position and may have a material adverse effect on our business. Additionally, if the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating the trade secret. In addition, others may independently discover our trade secrets and proprietary information. For example, the FDA, as part of its Transparency Initiative, is currently considering whether to make additional information publicly available on a routine basis, including information that we may consider to be trade secrets or other proprietary information, and it is not clear at the present time how the FDA's disclosure policies may change in the future, if at all.

***We may be subject to damages resulting from claims that we or our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties or that our employees have wrongfully used or disclosed alleged trade secrets of their former employers.***

Many of our employees were previously employed at universities or other medical device companies, including our competitors or potential competitors. Although we seek to protect our ownership of intellectual property rights by ensuring that our agreements with our employees, collaborators and other third parties with whom we do business include provisions requiring such parties to assign rights in inventions to us, we may also be subject to claims that former employees, collaborators or other third parties have an ownership interest in our patents or other intellectual property. Although no claims against us are currently pending, we may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of our employees' former employers, or we may be subject to ownership disputes in the future arising, for example, from conflicting obligations of consultants or others who are involved in developing our products and technologies. Litigation may be necessary to defend against these claims. If we fail in defending such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel, which could hamper our ability to commercialize certain potential products, which could severely harm our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

***We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.***

We may also be subject to claims that former employees, collaborators or other third parties have an ownership interest in our patents or other intellectual property. We may be subject to ownership disputes in the future arising, for example, from conflicting obligations of consultants or others who are involved in developing our products and technologies. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, valuable intellectual property. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees.

***Recent patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.***

On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law, including provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. The U.S. PTO is currently developing regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first to file provisions, were enacted March 16, 2013. However, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

***Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.***

Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and applications will be due to be paid to the U.S. PTO and various governmental patent agencies outside of the United States in several stages over the lifetime of the patents and applications. We have systems in place to remind us to pay these fees, and we employ an outside firm and rely on our outside counsel to pay these fees due to non-U.S. patent agencies. The U.S. PTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules, however there are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case.

***If our trademarks and trade names are not adequately protected, we may not be able to build name recognition in our markets of interest, and our business may be adversely affected.***

We have not yet registered certain of our trademarks in all of our potential markets, including in international markets. If we apply to register these trademarks, our applications may not be allowed for registration, and our registered trademarks may not be maintained or enforced. In addition, opposition or cancellation proceedings may be filed against our trademark applications and registrations, and our trademarks may not survive such proceedings. If we do not secure registrations for our trademarks, we may encounter more difficulty in enforcing them against third parties than we otherwise would. Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition by potential partners or customers in our markets of interest. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected.



***We may not be able to protect our intellectual property rights throughout the world.***

The laws of some non-U.S. countries do not protect intellectual property rights to the same extent as the laws of the United States, and many companies have encountered significant problems in protecting and defending such rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to technologies relating to biotechnology, which could make it difficult for us to stop the infringement of our patents. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business. Also, because we have not pursued patents in all countries, there exist jurisdictions where we are not protected against third parties using our proprietary technologies. Further, compulsory licensing laws or limited enforceability of patents against government agencies or contractors in certain countries may limit our remedies or reduce the value of our patents in those countries.

***We use third-party software that may be difficult to replace or cause errors or failures of our products that could lead to lost customers or harm to our reputation.***

We use software licensed from third parties in our products. In the future, this software may not be available to us on commercially reasonable terms, or at all. Any loss of the right to use any of this software could result in delays in the production of our products until equivalent technology is either developed by us, or, if available, is identified, obtained and integrated with our technologies and products, which could harm our business. In addition, any errors or defects in, or failures of, such third-party software could result in errors or defects in the operation of our products or cause our products to fail, which could harm our business and reputation and be costly to correct. Many of the licensors of the software we use in our products attempt to impose limitations on their liability for such errors, defects or failures. If enforceable, such limitations would require us to bear the liability for such errors, defects or failures, which could harm our reputation and increase our operating costs.

***Intellectual property rights do not necessarily address all potential threats to our competitive advantage.***

The degree of future protection afforded by our intellectual property rights is uncertain because intellectual property rights have limitations, and may not adequately protect our business, or permit us to maintain our competitive advantage. The following examples are illustrative:

- others may be able to make diagnostic products and technologies that are similar to our products or product candidates but that are not covered by the claims of the patents that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to make the inventions covered by the issued patent or pending patent application that we own or have exclusively licensed;
- we or our licensors or future collaborators might not have been the first to file patent applications covering certain of our inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- it is possible that our pending patent applications will not lead to issued patents;
- issued patents that we own or have exclusively licensed may be held invalid or unenforceable, as a result of legal challenges by our competitors;
- our competitors might conduct research and development activities in countries where we do not have patent rights and then use the information learned from such activities to develop competitive products for sale in our major commercial markets;
- we may not develop additional proprietary technologies that are patentable; and
- the patents of others may have an adverse effect on our business.

Should any of these events occur, they could significantly harm our business, results of operations and prospects.

**Risks Related to Our Common Stock**

***Our executive officers, directors and principal stockholders, if they choose to act together, have the ability to control all matters submitted to stockholders for approval.***

Our executive officers, directors and stockholders who own more than 5% of our outstanding common stock and their respective affiliates, in the aggregate, hold shares representing a significant amount of our outstanding voting stock. As a result, if these stockholders were to choose to act together, they would be able significantly influence all matters submitted to our stockholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would significantly influence the election of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. This concentration of ownership control may:

- delay, defer or prevent a change in control;
- entrench our management and the board of directors; or
- impede a merger, consolidation, takeover or other business combination involving us that other stockholders may desire.

***An active trading market for our common stock may not continue to develop or be sustained.***

Since our initial listing on The NASDAQ Global Market in August 2014, the trading market in our common stock has been extremely limited. The listing of our common stock on The NASDAQ Global Market does not assure that a meaningful, consistent and liquid trading market currently exists. We cannot predict whether a more active market for our common stock will develop or be sustained in the future.

Our executive officers, directors and 5% stockholders and their respective affiliates in the aggregate own a significant percentage of our outstanding shares of common stock, which may adversely affect the liquidity of the trading market for our common stock. If these stockholders continue to hold their shares of common stock, there will be limited trading volume in our common stock, which may make it more difficult for investors to sell their shares and may increase the volatility of our stock price. The absence of an active trading market could adversely affect our stockholders' ability to sell our common stock at current market prices in short time periods, or possibly at all. Additionally, market visibility for our common stock may be limited and such lack of visibility may have a depressive effect on the market price for our common stock.

***The price of our common stock has been volatile and is likely to continue to be volatile, which could result in substantial losses for purchasers of our common stock.***

Our stock price has been and is likely to continue to be volatile. The stock market in general has experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the current market price. The market price for our common stock may be influenced by many factors, including:

- actual or anticipated fluctuations in our financial condition and operating results;
- announcements by us relating to the timing of regulatory clearance for our product candidates;
- actual or anticipated changes in our growth rate relative to our competitors;
- competition from existing products or new products that may emerge;
- development of new technologies that may address our markets and may make our technology less attractive;
- changes in physician, hospital or healthcare provider practices that may make our products or product candidates less useful;
- announcements by us, our partners or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations or capital commitments;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key personnel;
- failure to meet or exceed financial estimates and projections of the investment community or that we provide to the public;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes to reimbursement levels by commercial third-party payors and government payors, including Medicare, and any announcements relating to reimbursement levels;
- general economic, industry and market conditions; and
- the other factors described in this "Risk Factors" section.

***We are an "emerging growth company," and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.***

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and may remain an emerging growth company for up to five years following the IPO. For so long as we remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We have taken advantage of reduced reporting burdens in this annual report. In particular, we may not include all of the executive compensation related information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be reduced or more volatile. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of these accounting standards until they would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this exemption and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

***We will continue to incur significant costs as a result of operating as a public company, and our management will continue to devote substantial time to compliance initiatives and corporate governance practices.***

As a public company, and particularly after we are no longer an emerging growth company, we will continue to incur significant legal, accounting and other expenses. The Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The NASDAQ Global Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to continue to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will continue to increase our legal and financial compliance costs and will make some activities more time-consuming and costly.

We continue to be subject to applicable securities rules and regulations. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, or Section 404, we are required to furnish a report by our management on our internal control over financial reporting. However, while we remain an emerging growth company, we are not required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we are engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Identifying a material weaknesses, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

***If securities or industry analysts do not publish research or reports about our business, or if they issue an adverse or misleading opinion regarding our stock, our stock price and trading volume could decline.***

The trading market for our common stock is influenced by the research and reports that industry or securities analysts publish about us or our business. In the event any of the analysts who cover us issue an adverse or misleading opinion regarding us, our business model, our intellectual property or our stock performance, or if our regulatory clearance timelines, clinical trial results or operating results fail to meet the expectations of analysts, our stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

***Provisions in our restated certificate of incorporation and amended and restated bylaws and under Delaware law could make an acquisition of our company, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.***

Provisions in our restated certificate of incorporation and our amended and restated bylaws may discourage, delay or prevent a merger, acquisition or other change in control of our company that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions include those establishing:

- a classified board of directors with three-year staggered terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of the board of directors or the resignation, death or removal of a director, which prevents stockholders from filling vacancies on our board of directors;

- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- the required approval of the holders of at least two-thirds of the shares entitled to vote at an election of directors to adopt, amend or repeal our amended and restated bylaws or repeal the provisions of our restated certificate of incorporation regarding the election and removal of directors;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders;
- the requirement that a special meeting of stockholders may be called only by the chief executive officer, the president or the board of directors, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

***Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.***

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. Our ability to pay cash dividends is prohibited by the terms of our existing credit facility. Any future debt agreements may also preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

***We could be subject to securities class action litigation.***

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. If we face such litigation, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

***If we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, our ability to operate our business and investors' views of us.***

We are required to comply with Section 404 of the Sarbanes-Oxley Act of 2002, as amended, or the Sarbanes-Oxley Act, subject to certain exceptions. Section 404 of the Sarbanes-Oxley Act requires public companies to conduct an annual review and evaluation of their internal controls and to obtain attestations of the effectiveness of internal controls by independent auditors. However, as discussed in detail below, as an emerging growth company, we are not required to obtain an auditor attestation.

Under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, issuers that qualify as "emerging growth companies" under the JOBS Act will not be required to provide an auditor's attestation report on internal controls for so long as the issuer qualifies as an emerging growth company. We currently qualify as an emerging growth company under the JOBS Act, and we may choose not to provide an auditor's attestation report on internal controls. However, if we cannot favorably assess the effectiveness of our internal control over financial reporting, or if we require an attestation report from our independent registered public accounting firm in the future and that firm is unable to provide an unqualified attestation report on the effectiveness of our internal controls over financial reporting, investor confidence and, in turn, our stock price could be materially adversely affected.

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that will need to be evaluated frequently. Our failure to remediate our material weakness in internal controls and thereafter to maintain the effectiveness of our internal controls in accordance with the requirements of the Sarbanes-Oxley Act could have a material adverse effect on the tradability of our common stock, which in turn would negatively impact our business. We could lose investor confidence in the accuracy and completeness of our financial reports, which could have an adverse effect on the price of our common stock. In addition, if our efforts to comply with new or changed laws, regulations, and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to practice, regulatory authorities may initiate legal proceedings against us and our business may be harmed.

Based on our assessment under the COSO Internal Control-Integrated Framework, management believes that, as of December 31, 2018, our internal control over financial reporting was effective, as described below in “Management’s Annual Report on Internal Control over Financial Reporting”.

**Item 1B. UNRESOLVED STAFF COMMENTS**

None.

**Item 2. PROPERTY**

Our corporate headquarters is located in Lexington, Massachusetts, where we currently lease approximately 31,000 square feet of office space, 20,800 square feet of laboratory space and 3,400 square feet of manufacturing space. Our base rent, for leases at our corporate headquarters, is approximately \$2.1 million annually. In addition, we lease approximately 7,600 square feet in Wilmington, Massachusetts for our manufacturing facility, under a lease that expires in 2020 for \$0.1 million of base rent annually.

**Item 3. LEGAL PROCEEDINGS**

We are not party to any material legal proceedings.

**Item 4. MINE SAFETY DISCLOSURES**

Not applicable.

**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES**

**Market Information**

Our common stock has been quoted on The NASDAQ Global Market under the symbol "TTOO" and has been trading since August 7, 2014. The following table sets forth, for the periods indicated, the quarterly high and low sales prices per share of our common stock as reported on The NASDAQ Global Market.

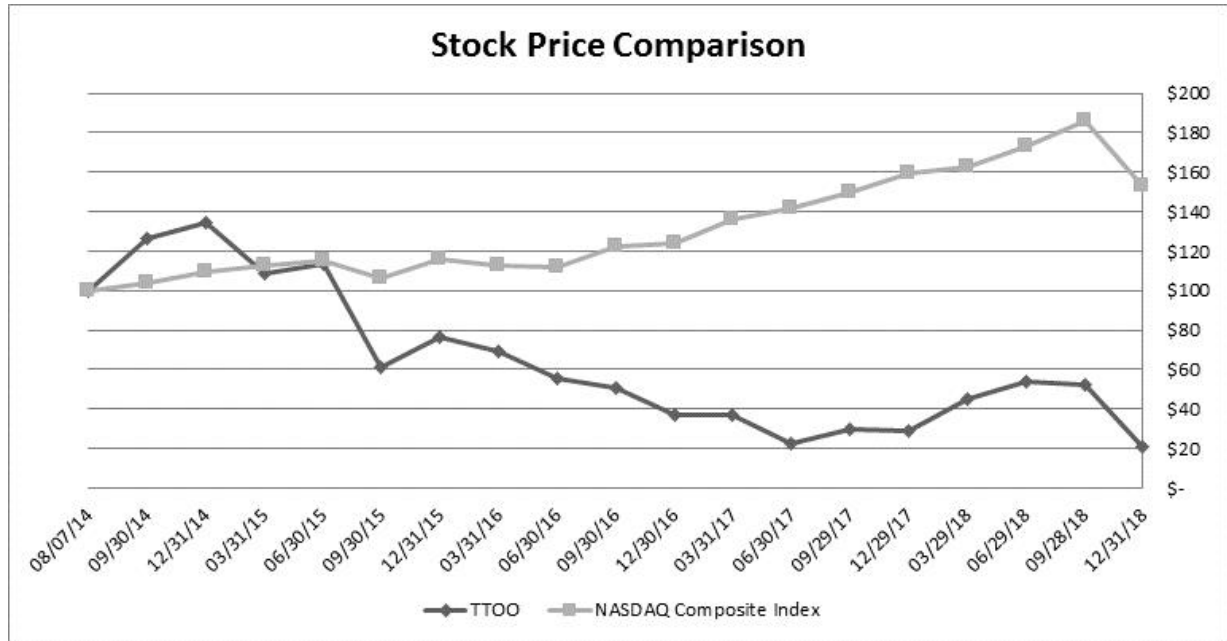
<u>Year ended December 31, 2018</u>	<u>High</u>		<u>Low</u>	
First Quarter	\$	7.25	\$	3.85
Second Quarter	\$	9.98	\$	5.75
Third Quarter	\$	7.92	\$	5.14
Fourth Quarter	\$	7.46	\$	2.94
<u>Year ended December 31, 2017</u>	<u>High</u>		<u>Low</u>	
First Quarter	\$	6.42	\$	4.95
Second Quarter	\$	5.40	\$	3.02
Third Quarter	\$	6.99	\$	2.50
Fourth Quarter	\$	4.86	\$	3.60

**Dividend Policy**

We have never declared or paid any cash dividends on our common stock and do not expect to pay any dividends for the foreseeable future. We currently intend to retain any future earnings to fund the operation, development and expansion of our business. Any future determination to pay dividends will be at the sole discretion of our Board of Directors and will depend upon a number of factors, including our results of operations, capital requirements, financial condition, future prospects, contractual arrangements, restrictions imposed by applicable law, any limitations on payments of dividends present in our current and future debt arrangements, and other factors our Board of Directors may deem relevant.

## Stock Performance Graph

The graph below compares the cumulative total stockholder returns on our common stock for the period indicated with the cumulative total stockholder returns on the NASDAQ Composite Index for the same period. The graph assumes that \$100 was invested on August 7, 2014 in our common stock in each index and that all dividends were reinvested. No cash dividends have been declared on our common stock. Stockholder returns over the indicated period should not be considered indicative of future stockholder returns.



## Stockholders

The last reported sale price of common stock on March 8, 2019 as reported on the NASDAQ Global Market was \$2.62. As of March 8, 2019, there were 12 holders of record of our common stock.

## Equity Compensation Plan Information

For information regarding securities authorized for issuance under equity compensation plans, see Part III “Item 12 — Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.”

## Issuer Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

**Item 6. SELECTED CONSOLIDATED FINANCIAL DATA**

The following tables set forth, for the periods and as of the dates indicated, our selected financial data. The consolidated statement of operations data for the years ended December 31, 2018, 2017, and 2016 and consolidated balance sheet data as of December 31, 2018 and 2017 are derived from our audited financial statements in this Annual Report on Form 10-K. We have derived the consolidated statement of operations data for the year ended December 31, 2015 and 2014 and the consolidated balance sheet data as of December 31, 2016, 2015 and 2014 from our audited financial statements not included in this Annual Report on Form 10-K. Our historical results are not necessarily indicative of our future results.

Consolidated Statement of Operations Data:	Year ended December 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
<b>Revenue:</b>					
Product revenue	\$ 4,805	\$ 3,440	\$ 1,747	\$ 599	\$ —
Research revenue	5,695	1,226	2,333	2,214	119
Total revenue	10,500	4,666	4,080	2,813	119
<b>Costs and expenses:</b>					
Cost of product revenue	15,404	12,028	6,872	1,740	—
Research and development	14,489	23,733	24,009	25,362	19,782
Selling, general and administrative	25,697	22,757	24,077	19,094	11,018
Total costs and expenses	55,590	58,518	54,958	46,196	30,800
Loss from operations	(45,090)	(53,852)	(50,878)	(43,383)	(30,681)
Interest expense, net	(6,682)	(8,907)	(4,098)	(1,967)	(721)
Other income, net	619	331	172	60	12
Net loss	(51,153)	(62,428)	(54,804)	(45,290)	(31,390)
Accretion of redeemable convertible preferred stock to redemption value	—	—	—	—	(4,570)
Net loss applicable to common stockholders	\$ (51,153)	\$ (62,428)	\$ (54,804)	\$ (45,290)	\$ (35,960)
Net loss per share applicable to common stockholders — basic and diluted	\$ (1.26)	\$ (1.94)	\$ (2.11)	\$ (2.21)	\$ (4.15)
Weighted-average number of common shares used in computing net loss per share applicable to common stockholders — basic and diluted (1)(2)(4)(6)(7)	40,558,826	32,131,512	26,015,751	20,501,748	8,674,931

Consolidated Balance Sheet Data:	As of December 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Cash and cash equivalents (1)(2)(3)(4)(5)(6)(7)	\$ 50,805	\$ 41,799	\$ 73,488	\$ 73,662	\$ 73,849
Total assets	64,309	54,861	89,568	86,825	78,978
Current liabilities(8)	52,297	51,782	9,885	12,253	5,179
Notes payable, net of current portion (3)(5)	—	1,008	39,504	26,121	20,809
Total liabilities	52,922	53,521	50,230	39,886	26,289
Total stockholders' equity	11,387	1,340	39,338	46,939	53,001

- (1) On December 9, 2015 and December 21, 2015, we issued 3,500,000 shares and 191,049 shares of common stock, respectively, in connection with our secondary public offering at \$9.75 per share. We raised approximately \$33.3 million in net proceeds.
- (2) On August 12, 2014, we issued 5,980,000 shares of common stock in connection with our IPO at \$11.00 per share. We raised approximately \$58.1 million in net proceeds.
- (3) On July 11, 2014, December 30, 2014 and December 28, 2015, we received net proceeds of \$9.7 million, \$10.0 million and \$10.0 million, respectively, from our loan and security agreement with Solar Capital, Ltd.
- (4) On September 21, 2016, we sold 6,055,341 shares of common stock at \$6.56 per share to Canon U.S.A. Inc., for an aggregate cash purchase price of \$39.7 million.
- (5) On December 30, 2016, we received net proceeds of \$39.2 million from our term loan agreement with CRG Servicing LLC, or CRG, and used \$28.0 million from the net proceeds to primarily repay the outstanding balance on our loan and security agreement with Solar Capital, Ltd.
- (6) On June 4, 2018, we sold 7,015,000 shares of common stock in a public offering at \$7.50 per share, for an aggregate gross cash purchase price of \$52.6 million, resulting in net proceeds of \$49.2 million after underwriters discount and expenses.
- (7) On September 15, 2017, the Company sold 5,031,250 shares of its common stock in a public offering at \$4.00 per share, for an aggregate gross cash purchase price of \$20.1 million, resulting in net proceeds of \$18.8 million after underwriters discount and expenses.
- (8) Current liabilities as of December 31, 2018 and 2017 includes a derivative liability of \$2.1 million and \$2.2 million, respectively, and \$41.4 million and \$39.2 million of CRG debt, respectively, that was classified as current based on the probability of violating a minimum liquidity covenant included in the debt agreement.



**Item 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

This Annual Report on Form 10-K contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act and Section 21E of the Exchange Act. All statements other than statements of historical facts contained in this Annual Report on Form 10-K, including statements regarding our future results of operations and financial position, business strategy, prospective products and product candidates, their expected performance and impact on healthcare costs, marketing clearance from the U.S. Food and Drug Administration, or the FDA, regulatory clearance, reimbursement for our product candidates, research and development costs, timing of regulatory filings, timing and likelihood of success, plans and objectives of management for future operations and future results of anticipated products, are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “contemplate,” “believe,” “estimate,” “predict,” “potential” or “continue” or the negative of these terms or other similar expressions. The forward-looking statements in this Annual Report on Form 10-K are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Annual Report on Form 10-K and are subject to a number of risks, uncertainties and assumptions described under the sections in this Annual Report on Form 10-K entitled “Item 1A.—Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and elsewhere in this Annual Report on Form 10-K. These forward looking statements are subject to numerous risks, including, without limitation, the following:

- our status as an early stage company;
- our expectation to incur losses in the future;
- the market acceptance of our T2MR technology;
- our ability to timely and successfully develop and commercialize our existing products and future product candidates;
- the length and variability of our anticipated sales and adoption cycle;
- limited sales history;
- our ability to gain the support of leading hospitals and key thought leaders and publish the results of our clinical trials in peer-reviewed journals;
- our ability to successfully manage our growth;
- our future capital needs and our ability to raise additional funds;
- the performance of our diagnostics;
- our ability to compete in the highly competitive diagnostics market;
- our ability to obtain marketing clearance from the FDA or regulatory clearance for new product candidates in the United States or any other jurisdiction;
- impacts of and delays caused by future federal government shutdowns;
- federal, state, and foreign regulatory requirements, including FDA regulation of our product candidates;
- our ability to protect and enforce our intellectual property rights, including our trade secret-protected proprietary rights in T2MR;
- our ability to recruit, train and retain key personnel;
- our dependence on third parties;
- our ability to continue as a going concern;
- manufacturing and other product risks;
- the impact of adoption of new accounting standards; and
- the Tax Cuts and Jobs Act of 2017 (Tax Reform).

These forward-looking statements represent our estimates and assumptions only as of the date of this Annual Report on Form 10-K. Unless required by U.S. federal securities laws, we do not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made or to conform these statements to actual results. The following discussion should be read in conjunction with the financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K. Our actual results may differ materially

from those anticipated in these forward-looking statements as a result of various factors, including those set forth under “Item 1A. Risk Factors” in this Annual Report on Form 10-K, and elsewhere in this Annual Report on Form 10-K.

You should read the following discussion and analysis of our consolidated financial condition and results of operations together with our consolidated financial statements and related notes thereto included elsewhere in this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the “Item 1A.—Risk Factors” section of this Annual Report on Form 10-K, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

## Business Overview

We are an *in vitro* diagnostics company that has developed an innovative and proprietary technology platform that offers a rapid, sensitive and simple alternative to existing diagnostic methodologies. We are using our T2 Magnetic Resonance technology, or T2MR, to develop a broad set of applications aimed at lowering mortality rates, improving patient outcomes and reducing the cost of healthcare by helping medical professionals make targeted treatment decisions earlier. T2MR enables rapid detection of pathogens, biomarkers and other abnormalities in a variety of unpurified patient sample types, including whole blood, plasma, serum, saliva, sputum and urine, and can detect cellular targets at limits of detection as low as one colony forming unit per milliliter, or CFU/mL. Our initial development efforts target sepsis and Lyme disease, which are areas of significant unmet medical need in which existing therapies could be more effective with improved diagnostics.

On September 22, 2014, we received market clearance from the FDA for our first two products, T2Dx and T2Candida, which have the ability to rapidly identify the five clinically relevant species of *Candida*, a fungal pathogen known to cause sepsis direct from whole blood. On May 24, 2018, we received market clearance from the FDA for T2Bacteria, which runs on the T2Dx and has the ability to rapidly identify five of the most common and deadly sepsis-causing bacteria (members of the ESKAPE pathogens) directly from whole blood. We have also developed and sell a research use only *Candida auris* assay for the rapid identification of *Candida auris*, a species of *Candida* that is highly drug resistant. Two additional diagnostic applications in development are called T2Carba Resistance+ and T2Lyme, which are focused on gram-negative bacterial sepsis infections and Lyme disease, respectively. Diagnostic applications for additional bacteria species and resistance markers are in development as part of a collaboration with CARB-X, a private-public partnership with the U.S. Department of Health and Human Services, or HHS, and the Wellcome Trust of London focused on combatting antibiotic resistance. We expect that existing reimbursement codes will support our sepsis and Lyme disease product candidates, and that the anticipated economic savings associated with our sepsis products will be realized directly by hospitals.

We believe our sepsis products, which include T2Candida and T2Bacteria, will redefine the standard of care in sepsis management while lowering healthcare costs by improving both the precision and the speed of detection of sepsis-causing pathogens. According to a study published in the Journal of Clinical Microbiology in 2010, targeted therapy for patients with bloodstream infections can be delayed up to 72 hours due to the wait time for blood culture results. In another study published in Clinical Infectious Diseases in 2012, the delayed administration of appropriate antifungal therapy was associated with higher mortality among patients with septic shock attributed to *Candida* infection and, on that basis, the study concluded that more rapid and accurate diagnostic techniques are needed. Due to the high mortality rate associated with *Candida* infections, physicians often will place patients on antifungal drugs while they await blood culture diagnostic results which generally take at least five days to generate a negative test result. Antifungal drugs are toxic and may result in side effects and can cost over \$50 per day. The speed to result of T2Candida and T2Bacteria coupled with their superior sensitivity as compared to blood culture may help reduce the overuse of ineffective, or even unnecessary, antimicrobial therapy which may reduce side effects for patients, lower hospital costs and potentially counteract the growing resistance to antifungal therapy. The administration of inappropriate therapy is a driving force behind the spread of antimicrobial-resistant pathogens, which the CDC recently called “one of our most serious health threats.” The addition of the use of our products, T2Bacteria and T2Candida, which both run on the T2Dx instrument, with the standard of care for the management of patients suspected of sepsis, enables clinicians to potentially treat 90% of patients with sepsis pathogen infections with the right targeted therapy within the first twelve hours of development of the symptoms of disease. Currently, high risk patients are typically initially treated with broad spectrum antibiotic drugs that typically cover approximately 60% of patients with infections. Of the remaining 40% of patients, approximately 30% of the patients typically have a bacterial infection and 10% typically have *Candida* infections. T2Candida and T2Bacteria are designed to identify pathogens commonly not covered by broad spectrum antibiotic drugs.

We compete with traditional blood culture-based diagnostic companies, including Becton Dickinson & Co. and bioMerieux, Inc., as well as companies offering post-culture species identification using both molecular and non-molecular methods, including bioMerieux, Inc. (and its affiliate, BioFire Diagnostics, Inc.), Bruker Corporation, Accelerate Diagnostics, Luminex, Genmark, Cepheid and Beckman Coulter, a Danaher company. In addition, there may be a number of new market entrants in the process of developing other post-blood culture diagnostic technologies that may be perceived as competitive with our technology. Karius, Inc. offers a lab developed culture independent diagnostic test for the identification of pathogens that has not been cleared by the FDA but may be perceived as competitive with our technology.

We have never been profitable and have incurred net losses in each year since inception. Our accumulated deficit at December 31, 2018 was \$317.2 million. Substantially all of our net losses resulted from costs incurred in connection with our research and development programs and from selling, general and administrative costs associated with our operations. We have incurred significant commercialization expenses related to product sales, marketing, manufacturing and distribution of our initial FDA-cleared products, T2Dx and T2Candida. In addition, we will continue

to incur significant costs and expenses as we increase commercialization efforts for our most recent FDA-cleared product, T2Bacteria, and continue to develop other product candidates, improve existing products and maintain, expand and protect our intellectual property portfolio. We may seek to fund our operations through public equity or private equity or debt financings, as well as other sources. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into such other arrangements if and when needed would have a negative impact on our business, results of operations and financial condition and our ability to develop, commercialize and drive adoption of the T2Dx, T2Candida, T2Bacteria, and future T2MR-based diagnostics.

Pursuant to the requirements of Accounting Standards Codification (ASC) 205-40, Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern, management must evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued. This evaluation initially does not take into consideration the potential mitigating effect of management's plans that have not been fully implemented as of the date the financial statements are issued. When substantial doubt exists under this methodology, management evaluates whether the mitigating effect of its plans sufficiently alleviates substantial doubt about our ability to continue as a going concern. The mitigating effect of management's plans, however, is only considered if both (1) it is probable that the plans will be effectively implemented within one year after the date that the financial statements are issued, and (2) it is probable that the plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued.

We believe that our existing cash and cash equivalents at December 31, 2018 will be sufficient to fund our current operating plan through March 2020. However, because certain elements of our operating plan are outside of our control, including receipt of certain development and regulatory milestone payments under our Co-Development agreements, they cannot be considered probable according to accounting standards. Under ASC 205-40, the future receipt of potential funding from our Co-Development partners and other resources cannot be considered probable at this time because none of the plans are entirely within our control. In addition, we are required to maintain a minimum cash balance under our Term Loan Agreement with CRG (Note 6).

These conditions raise substantial doubt regarding our ability to continue as a going concern for a period of one year after the date that the financial statements are issued. Management's plans to alleviate the conditions, should it be necessary, include raising additional funding, earning milestone payments pursuant to our Co-Development agreements, delaying certain research projects and capital expenditures and eliminating certain future operating expenses in order to fund operations at reduced levels to continue as a going concern for a period of 12 months from the date the financial statements are issued. Management has concluded the likelihood that its plan to obtain sufficient funding from one or more of these sources or adequately reduce expenditures will be successful, while reasonably possible, is less than probable.

### ***Our Commercial Products and the Unmet Clinical Need***

Our FDA-cleared products, the T2Dx instrument, T2Candida, and T2Bacteria utilize T2MR to detect species-specific *Candida* and sepsis-causing bacteria, respectively, directly from whole blood in as few as three hours versus the one to six or more days typically required by blood culture-based diagnostics. This allows the patient to potentially receive the correct treatment in four to six hours versus 24 to 144 hours for blood culture. The T2Candida and T2Bacteria run on the T2Dx and provide high sensitivity with a limit of detection as low as 1 CFU/mL, even in the presence of antimicrobial therapy.

Sepsis is one of the leading causes of death in the United States, claiming more lives annually than breast cancer, prostate cancer and AIDS combined, and it is the most expensive hospital-treated condition. Most commonly afflicting immunocompromised, critical care and elderly patients, sepsis is a severe inflammatory response to a bacterial or fungal infection with a mortality rate of approximately 30%. According to data published by HHS for 2017, the cost of sepsis was over \$27 billion in the United States, building on previous data demonstrating that sepsis was responsible for approximately 5% of the total aggregate costs associated with domestic hospital stays. Sepsis is typically caused by one or more of five *Candida* species or over 25 bacterial pathogens, and effective treatment requires the early detection and identification of these specific target pathogens in a patient's bloodstream. Today, sepsis is typically diagnosed through a series of blood cultures followed by post-blood culture species identification. These methods have substantial diagnostic limitations that lead to a high rate of false negative test results, a delay of up to several days in administration of targeted treatment and the incurrence of unnecessary hospital expense. In addition, the Survey of Physicians' Perspectives and Knowledge About Diagnostic Tests for Bloodstream Infections in 2015 reported that negative blood culture results are only trusted by 36% of those physicians. Without the ability to rapidly identify pathogens, physicians typically start treatment of at-risk patients with broad-spectrum antibiotics, which can be ineffective and unnecessary and have contributed to the spread of antimicrobial resistance. According to a study published by Critical Care Medicine in 2006, in sepsis patients with documented hypotension, administration of effective antimicrobial therapy within the first hour of detection was associated with a survival rate of 79.9% and, over the ensuing six hours, each hour of delay in initiation of treatment was associated with an average decrease in survival of 7.6%.

We believe our sepsis products, which include T2Candida and T2Bacteria, will redefine the standard of care in sepsis management while lowering healthcare costs by improving both the precision and the speed of detection of sepsis-causing pathogens. According to a study published in the Journal of Clinical Microbiology in 2010, targeted therapy for patients with bloodstream infections can be delayed up to 72 hours due to the wait time for blood culture results. In another study published in Clinical Infectious Diseases in 2012, the delayed administration of appropriate antifungal therapy was associated with higher mortality among patients with septic shock attributed to *Candida* infection and, on that basis, the study concluded that more rapid and accurate diagnostic techniques are needed. Our pivotal clinical trial for T2Candida demonstrated that it can deliver actionable results in as few as three hours, with an average time to result during the trial of 4.2 hours, compared to the average time to

result of one to six or more days typically required for blood-culture-based diagnostics, which we believe will potentially enable physicians to make treatment decisions and administer targeted treatment to patients in four to six hours versus 24 to 144 hours for blood culture.

Data from our pivotal clinical trial for T2Bacteria demonstrated that T2Bacteria can deliver actionable results in an average of 5.4 hours, compared to an average of 60 hours for detecting the same species by blood culture. In addition, T2Bacteria identified 69 patients with bloodstream infections that were missed by the paired blood culture that was simultaneously run. The pivotal study was a study of over 1,400 patient samples collected across 11 hospital and hospital systems across the United States. The investigators concluded the following: (a) T2Bacteria demonstrated accuracy, including overall sensitivity of 90% and overall average specificity of 98%; (b) blood culture species identification results took an average of 3 days while T2Bacteria took an average of only 5.4 hours in the clinical trial, providing results more than 2.5 days faster; (c) 66% of patients in the clinical trial with a bloodstream infection confirmed by T2 and blood culture could have benefited from earlier appropriate antibiotics based on the rapid T2Bacteria result. A separate presentation on T2Bacteria at ASM Microbe 2018 by clinicians at Ochsner Medical Center found the following: (a) T2Bacteria detected 14 infections missed by a paired blood culture – but proven to be a true infection by other cultures; (b) T2Bacteria identified every infection detected by blood culture of the target species (100% sensitivity); and (c) T2Bacteria was accurate in identifying samples without an infection, with 99% average specificity. The authors concluded that the advantages of T2Bacteria over blood culture could make it a valuable tool to enable faster time to targeted antibiotic therapy and reduced use of unnecessary antibiotics. Also at ASM Microbe 2018, clinicians from Northwestern University presented on a poster its findings that the T2Bacteria Panel was more sensitive when compared to blood culture testing and detected 18 clinically important urinary and respiratory infections that were missed by blood culture. The authors concluded that T2Bacteria may improve patient care by providing clinicians rapid and actionable information for treating patients. In November 2015, the Company presented preliminary data demonstrating the ability of our T2Bacteria product candidate to provide the rapid and sensitive identification of certain sepsis-causing bacteria included in the panel, directly from whole blood. The bacteria species included in T2Bacteria are *Staphylococcus aureus*, *Enterococcus faecium*, *Escherichia coli*, *Klebsiella pneumoniae*, and *Pseudomonas aeruginosa*. The five bacteria species in our T2Bacteria Panel are responsible for about half of all septic infections.

### **Our T2Candida Panel**

*Candida* is the fourth leading hospital-acquired bloodstream infection, afflicting more than 135,000 patients per year in the United States, and the most lethal form of common bloodstream infections that cause sepsis, with an average mortality rate of approximately 40%. This high mortality rate is largely due to a delay in providing targeted therapy to the patient due to the elapsed time from *Candida* infection to positive diagnosis. According to a study published in Antimicrobial Agents and Chemotherapy, the *Candida* mortality rate can be reduced to 11% with the initiation of targeted therapy within 12 hours of presentation of symptoms. Additionally, a typical patient with a *Candida* infection averages 40 days in the hospital, including nine days in intensive care, resulting in an average cost per hospital stay of more than \$130,000 per patient. In a study published in the American Journal of Respiratory and Critical Care Medicine, providing targeted antifungal therapy within 24 hours of the presentation of symptoms decreased the length of hospital stay by approximately ten days and decreased the average cost of care by approximately \$30,000 per patient.

Our DIRECT pivotal clinical trial was designed to evaluate the sensitivity and specificity of T2Candida on the T2Dx instrument. The DIRECT trial consisted of two patient arms: a prospective arm with 1,501 samples from patients with a possible infection and a seeded arm with 300 samples, also obtained from patients with a possible infection. T2Candida and the T2Dx instrument demonstrated a sensitivity of 91.1 percent and a specificity of 99.4 percent. In addition, the speed to a species-specific positive result with T2Candida was 4.4 hours versus 129 hours with blood culture. A negative result from T2Candida was obtained in just 4.2 hours versus greater than 120 hours with blood culture. The data and other information from the DIRECT pivotal clinical trial was published in January 2015 in Clinical Infectious Diseases.

In April 2015, Future Microbiology published the results of an economic study regarding the use of T2Candida conducted by IMS Health, a healthcare economics agency. In that economic study, IMS demonstrated that an average hospital admitting 5,100 patients at risk for *Candida* infections could save approximately \$5.8 million annually due to decreased hospital stays for patients, reduction in use of antifungal drugs, and other associated savings. The economic study further showed T2Candida can potentially reduce the costs of care by \$26,887 per *Candida* patient and that rapid detection of *Candida* reduces patient deaths by 60.6%. Results from a data analysis of T2Candida for the detection and monitoring of *Candida* infection and sepsis were published comparing aggregated results from the use of T2Candida to blood culture-based diagnostics for the detection of invasive candidiasis and candidemia. The analysis included samples acquired from more than 1,900 patients. Out of 55 prospective patient cases that were tested with T2Candida and blood culture and determined to be positive or likely to be positive for a *Candida* infection, T2Candida detected 96.4% of the patients (53 cases) compared to detection of 60% of the patients (33 cases) with blood culture. During 2016, a number of T2Candida users presented data on their experiences with T2Candida which demonstrated both the clinical and economic benefits of use of T2Candida in the diagnostic regimen. The Henry Ford Health System in Detroit, Michigan reported data on a pre- and post-T2Candida implementation analysis that covered 6 months of clinical experience. The data showed a statistically significant ( $p = 0.009$ ) seven day reduction in median Intensive Care Unit (“ICU”) length of stay per positive patient that was identified as positive for *Candida* after implementation of T2Candida and a trend ( $p = 0.164$ ) of total hospital length of stay reduction of four days. The data also showed significant reductions in use of antifungal drugs for negative patients tested with T2Candida. The overall economic savings resulting from these clinical benefits was projected to be approximately \$2.3 million on an annualized basis. The Lee Health System in Fort Myers, Florida compared patient and economic experience before and after T2Candida implementation. The data demonstrated that in the post-T2Candida cohort, median length of stay for patients with *Candida* infections was reduced by 7 days when detected by T2Candida while unnecessary antifungal therapy was avoided in 41% of patients tested and was discontinued after one dose in another 15% of patients tested. The average economic savings derived solely from reduction in antifungal drug use was \$195 per patient tested, net of the cost of T2Candida. Huntsville Hospital in Huntsville, Alabama, reported that the use of T2Candida resulted in a reduction in the duration of therapy and time to de-escalation in patients that tested negative for *Candida* on T2Candida, yielding net pharmacy savings of approximately \$280 per patient tested. T2Candida also detected 56% more

positive patients than blood culture. Finally, Riverside Community Hospital in Riverside, California, demonstrated improvements in time to appropriate therapy, increased sensitivity, and rapid discontinuation of antifungal therapy when using T2Candida. Specifically, 83% of patients who tested positive with T2Candida received appropriate therapy within six hours of the blood draw and 100% of patients received appropriate therapy in under nine hours. None of the patients who tested positive had been identified to have been treated with antifungals prior to T2Candida testing. In addition, antifungal therapy was discontinued for 100% of the patients who tested negative with T2Candida.

A study presented at ASM Microbe 2018 found that the T2MR technology provided accurate diagnostic results from patient skin samples for *Candida auris*. The study concluded that T2MR could be used to provide a more rapid detection of *Candida auris* in patient skin swabs.

### **Our T2Candida auris Panel**

On September 6, 2017, we announced that the CDC has agreed to validate the T2Dx Instrument and the T2Cauris investigational use only panel in their laboratory for potentially testing and monitoring the emergence and outbreaks of the superbug *Candida auris* in hospitals around the country. *Candida auris* is a multi-drug resistant pathogen recognized by the CDC as a “serious global health threat” because it can be resistant to “all three major classes of antifungal drugs” and difficult to identify. The CDC has also reported that more than one in three patients with *Candida auris* infections have died. Unlike most other species of *Candida*, *Candida auris* can spread quickly in a hospital making rapid identification and hospital environment surveillance a critical component of containing these outbreaks. Existing laboratory methods that detect *Candida auris*, including blood culture, suffer from prolonged detection times and low accuracy, which exacerbates the challenge in the fight to contain the superbug. Recently, reported cases have surged internationally, and the CDC has reported a significant increase in infected patients in the United States. According to the European Centre for Disease Prevention and Control, hospital outbreaks have occurred in the United Kingdom and Spain. Because *Candida auris* can be resistant to most treatment options and can spread so quickly, these hospital outbreaks have been difficult to contain by even the most enhanced control measures. We are also conducting a study in Europe that has demonstrated the ability to detect *Candida auris* directly in patient blood specimens.

### **Our T2Bacteria Panel**

On May 24, 2018, we received market clearance from the FDA for T2Bacteria, a multiplex diagnostic panel that runs on the T2Dx and detects five major bacterial pathogens (members of the ESKAPE pathogens) associated with sepsis and, in conjunction with T2Candida and standard empiric therapy regimens, may enable the early, appropriate treatment of 90% of sepsis patients. T2Bacteria addresses the same approximately 6.75 million symptomatic high-risk patients as T2Candida and also a new population of patients who are at increased risk for bacterial infections, including an additional two million patients presenting with symptoms of infection in the emergency room setting.

On August 4, 2017 we completed a pivotal clinical study of T2Bacteria, which is a qualitative T2MR assay designed for the direct detection of bacterial species in human whole blood specimens from patients with suspected bacteremia. The T2Bacteria Panel is designed to identify five species of bacteria directly from human whole blood specimens: *Enterococcus faecium*, *Escherichia coli*, *Klebsiella pneumoniae*, *Pseudomonas aeruginosa*, and *Staphylococcus aureus*. Outside of the United States, the CE marked T2Bacteria panel identifies all 5 of these species along with a 6<sup>th</sup> species, *Acinetobacter Baumannii*.

The performance characteristics of T2Bacteria were evaluated through a series of analytical studies as well as a multi-center clinical study. The clinical study evaluated the performance of T2Bacteria in comparison to the current standard of care, blood culture. All of the data generated in the analytical studies and the clinical study were submitted to the United States Food and Drug Administration, or FDA, in a 510(k) premarket notification on September 8, 2017. T2Bacteria was cleared by the FDA on May 24, 2018.

The clinical study consisted of two arms, a prospective arm and a seeded arm. In the prospective arm, a total of 1,427 subjects were tested at eleven geographically dispersed and demographically diverse sites in the United States. In the seeded arm, 300 specimens of known bacterial composition were evaluated at three sites. Seeded specimens were prepared by spiking whole blood with multiple strains of the bacterial species detected by T2Bacteria at defined concentrations (CFU/mL). Fifty negative blood samples also were evaluated as part of the seeded arm of the study. In total, 1,777 (1,427 prospective specimens and 350 seeded and negative) clinical samples were tested to evaluate the clinical performance of T2Bacteria.

### **Our T2Direct Diagnostics**

We believe our T2 Magnetic Resonance technology, or T2MR, delivers what no conventional technology currently available can: a rapid, sensitive and simple diagnostic platform to enable sepsis applications that can identify specific sepsis pathogens directly from an unpurified blood sample in hours instead of days at a level of accuracy equal to or better than blood culture-based diagnostics. The addition of the use of our products, T2Bacteria and T2Candida, which both run on the T2Dx, with the standard of care for the management of patients suspected of sepsis enables clinicians to potentially treat 90% of patients with sepsis pathogen infections with the right targeted therapy within the first twelve hours of developing the symptoms of disease. Currently, high risk patients are typically initially treated with broad spectrum antibiotic drugs that typically cover approximately 60% of patients with infections. Of the remaining 40% of patients, approximately 30% of the patients have a bacterial infection and 10% have *Candida* infections. T2Candida and T2Bacteria are designed to identify pathogens commonly not covered by broad spectrum antibiotic drugs.

We believe our products provide a pathway for more rapid and targeted treatment of infections, potentially reducing the mortality rate by as much as 75% if a patient is treated within 12 hours of suspicion of infection and significantly reducing the cost burden of sepsis. Each year, approximately 250,000 patients in the United States die from sepsis. According to a study published by *Critical Care Medicine* in 2006, in sepsis patients with documented hypotension, administration of effective antimicrobial therapy within the first hour of detection was associated with a survival rate of 79.9% and, over the ensuing six hours, each hour of delay in initiation of treatment was associated with an average decrease in survival of 7.6%. According to such study, the survival rate for septic patients who remained untreated for greater than 36 hours was approximately 5%. The toll of sepsis on a patient's health can be severe: more than one-in-five patients die within two years as a consequence of sepsis. Sepsis is also the most prevalent and costly cause of hospital readmissions. We believe our T2Direct Diagnostics addresses a significant unmet need in *in vitro* diagnostics by providing:

- **Limits of Detection as Low as 1 CFU/mL.** T2MR is the only technology currently available that can enable identification of sepsis pathogens directly from a patient's blood sample at limits of detection as low as 1 CFU/mL.
- **Rapid and Specific Results in as Few as Three Hours.** T2MR is the only technology that can enable species-specific results for pathogens associated with sepsis, directly from a patient's blood sample, without the need for blood culture, to deliver an actionable result in three hours.
- **Accurate Results Even in the Presence of Antimicrobial Therapy.** T2MR is the only technology that can reliably detect pathogens associated with sepsis, including slow-growing pathogens, such as *C. glabrata*, directly from a patient's blood sample, even in the presence of an antimicrobial therapy.
- **Easy-to-Use Platform.** T2MR eliminates the need for sample purification or extraction of target pathogens, enabling sample- to-result instruments that can be operated on-site by hospital staff, without the need for highly skilled technicians.

#### **Our T2Dx Instrument**

Our FDA-cleared T2Dx instrument is an easy-to-use, fully-automated, benchtop instrument utilizing T2MR for use in hospitals and labs for a broad range of diagnostic tests. To operate the system, a patient's sample tube is snapped onto a disposable test cartridge, which is pre-loaded with all necessary reagents. The cartridge is then inserted into the T2Dx instrument, which automatically processes the sample and then delivers a diagnostic test result. Test results are displayed on screen and printed out.

By utilizing our proprietary T2MR technology for direct detection, the T2Dx instrument eliminates the need for sample purification and analyte extraction, which are necessary for other optical-detection devices. Eliminating these sample processing steps increases diagnostic sensitivity and accuracy, enables a broad menu of tests to be run on a single platform, and greatly reduces the complexity of the consumables. The T2Dx instrument incorporates a simple user interface and is designed to efficiently process up to seven specimens simultaneously.

#### **Our T2MR Platform**

T2MR is a miniaturized, magnetic resonance-based approach that measures how water molecules react in the presence of magnetic fields. For molecular and immunodiagnosics targets, T2MR utilizes advances in the field of magnetic resonance by deploying particles with magnetic properties that enhance the magnetic resonance signals of specific targets. When particles coated with target-specific binding agents are added to a sample containing the target, the particles bind to and cluster around the target. This clustering changes the microscopic environment of water in that sample, which in turn alters the magnetic resonance signal, or the T2 relaxation signal that we measure, indicating the presence of the target.

We believe that T2MR can also address the significant unmet need associated with Lyme disease, a tick-borne illness that can cause prolonged neurological disease and musculoskeletal disease. For patients with Lyme disease, early diagnosis and appropriate treatment significantly reduces both the likelihood of developing neurological and musculoskeletal disorders, as well as the significant costs associated with treating these complications. Our product candidate, T2Lyme, will identify the bacteria that cause Lyme disease directly from the patient's blood, without the need for blood culture which, for the bacteria associated with Lyme disease, can take several weeks. Our Lyme product candidate is currently in development and we initiated a T2Lyme clinical trial in May 2018.

We believe T2MR is the first technology with the ability to detect directly from a clinical sample of whole blood, plasma, serum, saliva, sputum or urine, saving time and potentially improving sensitivity by eliminating the need for purification or the extraction of target pathogens. T2MR has been demonstrated to detect cellular targets at limits of detection as low as one colony-forming unit per milliliter (CFU/mL). More than 100 studies published in peer reviewed journals have featured T2MR in a breadth of applications.

#### **Financial Overview**

##### **Revenue**

We generate revenue from the sale of our products, related services, reagent rental agreements and from activities performed pursuant to research and development agreements.

Revenue earned from activities performed pursuant to research and development agreements is reported as research revenue and is recognized over time, using an input method as the work is completed, limited to payments earned. Costs incurred to deliver the services are

recorded as research and development expense in the consolidated financial statements. The timing of receipt of cash from the Company's research and development agreements generally differs from when revenue is recognized. Milestones are contingent on the occurrence of future events and are considered variable consideration being constrained until the Company believes a significant revenue reversal will not occur.

Product revenue is derived from the sale of our instruments and related consumable diagnostic tests, predominantly through our direct sales force in the United States, and distributors in geographic regions outside the United States. We do not offer product return or exchange rights (other than those relating to defective goods under warranty) or price protection allowances to our customers, including our distributors. Payment terms granted to distributors are the same as those granted to end-user customers and payments are not dependent upon the distributors' receipt of payment from their end-user customers. The Company either sells instruments to customers and international distributors, or retains title and places the instrument at the customer site pursuant to a reagent rental agreement. When the instrument is directly purchased by a customer, the Company recognizes revenue when the related performance obligation is satisfied (i.e. when the control of an instrument has passed to the customer; typically, at shipping point). When the instrument is placed under a reagent rental agreement, the Company's customers generally agree to fixed term agreements, which can be extended, certain of which may include minimum purchase commitments and/or incremental charges on each consumable diagnostic test purchased, which varies based on the volume of test cartridges purchased. Revenue from the sale of consumable diagnostic tests (under a reagent rental agreement), which includes the incremental charge, is recognized upon shipment. Revenue associated with reagent rental consumable purchases is currently classified as variable consideration and constrained until a purchase order is received and related performance obligations have been satisfied (or partially satisfied). The transaction price from consumables purchases is allocated between the lease of the instrument (under a contingent rent methodology as provided for in ASC 840), and the consumables when related performance obligations are satisfied as a component of lease and product revenue.

Direct sales of instruments include warranty, maintenance and technical support services typically for one year following the installation of the purchased instrument ("Maintenance Services"). Maintenance Services are separate performance obligations as they are service based warranties and are recognized straight-line over the service delivery period. After the completion of the initial Maintenance Services period, customers have the option to renew or extend the Maintenance Services typically for additional one-year periods in exchange for additional consideration. The extended Maintenance Services are also service based warranties and classified as separate performance obligations. The Company will recognize the revenue allocated to the extended Maintenance Services performance obligation straight-line over the service delivery period. The Company warrants that consumable diagnostic tests will be free from defects, when handled according to product specifications, for the stated life of the product. To fulfill valid warranty claims, the Company provides replacement product free of charge. Accordingly, the Company accrues warranty expense associated with the estimated defect rates of the consumable diagnostic tests.

Our consumable diagnostic tests can only be used with our instruments, and accordingly, as we expect the installed base of our instruments to continue to grow, we expect the following to occur:

- recurring revenue from our consumable diagnostic tests will increase and become subject to less period-to-period fluctuation;
- consumable revenue will become an increasingly predictable and an important contributor to our total revenue; and
- we will gain economies of scale through the growth in our sales, resulting in improving gross margins and operating margins.

#### ***Cost of Product Revenue***

Cost of product revenue includes the cost of materials, direct labor and manufacturing overhead costs used in the manufacture of our consumable diagnostic tests sold to customers and related license and royalty fees. Cost of product revenue also includes depreciation on the revenue-generating T2Dx instruments that have been placed with our customers under reagent rental agreements; costs of materials, direct labor and manufacturing overhead costs on the T2Dx instruments sold to customers; and other costs such as customer support costs, warranty and repair and maintenance expense on the T2Dx instruments that have been placed with our customers under reagent rental agreements. We manufacture the T2Dx instruments and part of our consumable diagnostic tests in our facilities. We outsource the manufacturing of components of our consumable diagnostic tests to contract manufacturers.

We expect cost of product revenue to continue to represent a high percentage of our product revenue as we continue to invest in our manufacturing capabilities, infrastructure and customer service organization and grow our installed customer base. We plan to continue to expand our capacity to support our growth, which will result in higher cost of revenue in absolute dollars. However, we expect cost of product revenue, as a percentage of revenue, to decline as revenue grows in the future.

#### ***Research and development expenses***

Our research and development expenses consist primarily of costs, incurred for the development of our technology and product candidates, technology improvements and enhancements, clinical trials to evaluate the clinical utility of our product candidates, and laboratory development and expansion, and include salaries and benefits, including stock-based compensation, research-related facility and overhead costs, laboratory supplies, equipment and contract services. Research and development expenses also include costs of delivering products or services associated with research revenue. We expense all research and development costs as incurred.

We anticipate our overall research and development expenses to continue to be flat to down over the next several quarters in part due to the completion of our T2Bacteria clinical trial. Research and development costs include costs to support research partnerships, clinical trials and new

product development. We have committed, and expect to commit, significant resources toward developing additional product candidates, improving existing products, conducting ongoing and new clinical trials and expanding our laboratory capabilities.

#### ***Selling, general and administrative expenses***

Selling, general and administrative expenses consist primarily of costs for our sales and marketing, finance, legal, human resources, business development and general management functions, as well as professional services, such as legal, consulting and accounting services. We expect selling, general and administrative expenses to increase in future periods as we commercialize products and future product candidates and as our needs for sales, marketing and administrative personnel grow. Other selling, general and administrative expenses include facility-related costs, fees and expenses associated with obtaining and maintaining patents, clinical and economic studies and publications, marketing expenses, and travel expenses. We expense all selling, general and administrative expenses as incurred.

#### ***Interest expense, net***

Interest expense, net, consists primarily of interest expense on our notes payable, changes in fair value of our derivative liability and the amortization of deferred financing costs and debt discount, partially offset by interest earned on our cash and cash equivalents.

#### ***Other income, net***

Other income, net, consists of dividend and other investment income and government grant income.

### **Results of Operations for the Years Ended December 31, 2018 and 2017**

	Year ended December 31,		Change
	2018	2017	
	(in thousands)		
<b>Revenue:</b>			
Product revenue	\$ 4,805	\$ 3,440	\$ 1,365
Research revenue	5,695	1,226	4,469
Total revenue	10,500	4,666	5,834
<b>Costs and expenses:</b>			
Cost of product revenue	15,404	12,028	3,376
Research and development	14,489	23,733	(9,244)
Selling, general and administrative	25,697	22,757	2,940
Total costs and expenses	55,590	58,518	(2,928)
Loss from operations	(45,090)	(53,852)	8,762
Interest expense, net	(6,682)	(8,907)	2,225
Other income, net	619	331	288
Net loss	\$ (51,153)	\$ (62,428)	\$ 11,275

#### ***Product revenue***

During the year ended December 31, 2018, product revenue totaled \$4.8 million, compared to \$3.4 million for the year ended December 31, 2017, an increase of \$1.4 million. The increase was driven by higher T2Dx instrument sales of \$0.9 million and higher comparable sales of consumables of \$0.5 million, which is attributed to a larger install base and improved customer adoption.

#### ***Research revenue***

We recorded research revenue totaling \$5.7 million for the year ended December 31, 2018, compared to \$1.2 million for the year ended December 31, 2017, an increase of \$4.5 million. The increase was the result of higher revenue recognized from services delivered under our Co-Development Agreement with Allergan Sales, LLC of \$2.2 million, higher revenue recognized from services delivered under our Co-Development Agreement with Canon US Life Sciences of \$1.2 million, a result of achieving a \$2.0 million milestone in 2018 and revenue of \$1.1 million from our cost-sharing agreement with CARB-X, which was executed during the year-ended December 31, 2018.

#### ***Cost of product revenue***

During the year ended December 31, 2018, cost of product revenue totaled \$15.4 million, compared to \$12.0 million for the year ended December 31, 2017, an increase of \$3.4 million. The increase in cost was driven by an increase of \$2.7 million due to higher T2Dx instrument sales, an increase of \$1.7 million related to idle capacity in the first half of the year resulting from the anticipation of T2Bacteria approval by the FDA and an increase of \$0.9 million due to higher consumables sales. These increases were offset by a decrease of \$1.9 million related to



impairment charges, as the year ended December 31, 2017 included a \$2.6 million impairment charge recorded as a result of expected delayed T2Bacteria cash flows whereas the year ended December 31, 2018 included a \$0.7 million impairment charge related to discontinuation of first generation products.

#### **Research and development expenses**

Research and development expenses were \$14.5 million for the year ended December 31, 2018, compared to \$23.7 million for the year ended December 31, 2017, a decrease of \$9.2 million. Payroll expenses decreased by \$3.3 million due to fewer full time employees, throughout the year, as a result of our cost savings initiative, and a decrease in payroll expense allocated to research and development, as a result of completion of the T2Bacteria clinical trial. Lab-related expenses decreased by \$2.8 million. The decrease in lab-related expenses is driven by less lab supplies and depreciation from T2-owned instruments which were classified as R&D due to the completion of the T2Bacteria clinical trial. Clinical and preclinical expenses decreased by \$2.5 million due to completion of the T2Bacteria clinical trial and T2Lyme pre-clinical trial. Outside services decreased by \$0.6 million as a result of less consulting services due to completion of the T2Bacteria clinical trial and T2Lyme pre-clinical trial.

#### **Selling, general and administrative expenses**

Selling, general and administrative expenses were \$25.7 million for the year ended December 31, 2018, compared to \$22.8 million for the year ended December 31, 2017. The increase of \$2.9 million was attributed to increased stock compensation expense of \$4.1 million primarily associated with restricted stock units with market conditions which were granted in the first quarter of 2018 and an increase in other payroll expenses. The increase was offset by a \$1.1 million decrease in professional fees and a \$0.2 million decrease in travel.

#### **Interest expense, net**

Interest expense, net, was \$6.7 million for the year ended December 31, 2018, compared to \$8.9 million for the year ended December 31, 2017. Interest expense, net, decreased by \$2.2 million due to a \$2.2 million non-recurring charge, recorded in 2017, related to the derivative liability associated with the CRG Term Loan Agreement.

#### **Other income, net**

Other income, net, was \$0.6 million for the year ended December 31, 2018, compared to \$0.3 million for the year ended December 31, 2017. Other income, net, increased \$0.3 million primarily due to increased dividend and other investment income.

#### **Results of Operations for the Years Ended December 31, 2017 and 2016**

	Year ended December 31,		Change
	2017	2016	
	(in thousands)		
<b>Revenue:</b>			
Product revenue	\$ 3,440	\$ 1,747	\$ 1,693
Research revenue	1,226	2,333	(1,107)
Total revenue	4,666	4,080	586
<b>Costs and expenses:</b>			
Cost of product revenue	12,028	6,872	\$ 5,156
Research and development	23,733	24,009	\$ (276)
Selling, general and administrative	22,757	24,077	\$ (1,320)
Total costs and expenses	58,518	54,958	3,560
Loss from operations	(53,852)	(50,878)	(2,974)
Interest expense, net	(8,907)	(4,098)	\$ (4,809)
Other income, net	331	172	\$ 159
Net loss	\$ (62,428)	\$ (54,804)	\$ (7,624)

#### **Product revenue**

During the year ended December 31, 2017, product revenue totaled \$3.4 million, compared to \$1.7 million for the year ended December 31, 2016, an increase of \$1.7 million. The increase was driven by higher comparable sales of T2Candida consumables and instruments of \$1.0 million and \$0.7 million, respectively. Higher sales were the result of increased usage of diagnostic tests in the installed base and growth in our installed T2Dx Instrument base, as well as international sales of T2Dx instruments.

### **Research revenue**

We recorded research revenue totaling \$1.2 million for the year ended December 31, 2017, compared to \$2.3 million for the year ended December 31, 2016, a decrease of \$1.1 million. The decrease is due to \$1.5 million less revenue recognized under our Co-Development Agreement with Canon US Life Sciences and \$0.5 million less revenue recognized for projects completed in 2016. The decrease in revenue under our agreement with Canon US Life Sciences is related to differences in timing between work performed and achievement of milestones and related payments. Decreases in research revenue were partially offset by \$0.9 million of revenue recognized under our Co-Development Agreement with Allergan Sales.

### **Cost of product revenue**

During the year ended December 31, 2017, cost of product revenue associated with the sale of T2Candida and T2Dx instruments to customers totaled \$12.0 million, compared to \$6.9 million for the year ended December 31, 2016, an increase of \$5.2 million. Cost of product revenue includes a \$2.6 million impairment charge related to T2-owned instruments and components. During the fourth quarter of 2017, the Company received communication from the FDA that suggested the approval timeline could be longer than the company initially anticipated. We assessed the recoverability of T2-owned instruments based on delayed T2Bacteria cash flows and recorded the impairment charge. Other increases to the cost of product revenue include \$0.4 million of depreciation related to T2 owned instruments, \$0.6 million related to idle capacity, \$1.1 million of costs related to increased sales of T2Dx instruments and \$0.5 million of costs related to increase consumables sales.

### **Research and development expenses**

Research and development expenses were \$23.7 million for the year ended December 31, 2017, compared to \$24.0 million for the year ended December 31, 2016, a decrease of approximately \$0.3 million. The decrease was primarily due to idle capacity of \$1.0 million, related to increased manufacturing production associated with consumables utilized in the T2Bacteria study, decreased pre-clinical expenses of \$0.6 million and lower payroll and related expenses of \$0.3 million. The decreases in research and development expenses were partially offset by an increase in clinical trial related expenses of \$0.9 million, and travel and related expenses of \$0.3 million. Increases in these areas were related to the T2Bacteria clinical trial. Decreases in research and development expenses were further offset by a \$0.4 million increase in facilities and related costs which include higher depreciation, lab related and engineering prototype expenses.

### **Selling, general and administrative expenses**

Selling, general and administrative expenses were \$22.8 million for the year ended December 31, 2017, compared to \$24.1 million for the year ended December 31, 2016. The decrease of \$1.3 million was due primarily to lower payroll and related expenses of approximately \$1.6 million, due to attrition, and decreased travel expenses of \$0.3 million related to headcount reductions. The decreases in selling, general and administrative expenses were partially offset by increased outside services expenditures of \$0.3 million and increased facility and other selling, general and administrative expenses of \$0.4 million.

### **Interest expense, net**

Interest expense, net, was \$8.9 million for the year ended December 31, 2017, compared to \$4.1 million for the year ended December 31, 2016. Interest expense, net, increased by \$4.8 million due to \$2.6 million higher non-cash interest and \$2.2 million related to the change in fair value the derivative liability related to the CRG Term Loan Agreement.

### **Other income, net**

Other income, net, was \$0.3 million of net income for the year ended December 31, 2017, compared to \$0.2 million of net income for the year ended December 31, 2016. Other income, net, increased \$0.1 million due primarily to increased dividend and other investment income.

### **Liquidity and Capital Resources**

We have incurred losses and cumulative negative cash flows from operations since our inception, and as of December 31, 2018, we had an accumulated deficit of \$317.2 million. Having obtained clearance from the FDA and a CE mark in Europe to market the T2Dx, T2Candida, and T2Bacteria, the Company has incurred significant commercialization expenses related to product sales, marketing, manufacturing and distribution. The Company may seek to fund its operations through public equity or private equity or debt financings, as well as other sources. However, the Company may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. The Company's failure to raise capital or enter into such other arrangements if and when needed would have a negative impact on the Company's business, results of operations and financial condition and the Company's ability to develop and commercialize T2Dx, T2Candida, T2Bacteria, and other product candidates.

Historically, the Company has funded its operations primarily through its August 2014 initial public offering, its December 2015 public offering, its September 2016 private investment in public equity ("PIPE") financing, its September 2017 public offering, its June 2018 public offering, private placements of redeemable convertible preferred stock and debt financing arrangements.

### Plan of operations and future funding requirements

As of December 31, 2018, we had cash and cash equivalents of \$50.8 million. Currently, our funds are primarily held in money market funds invested in U.S. government agency securities. Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, costs related to our products, clinical trials, laboratory and related supplies, supplies and materials used in manufacturing, legal and other regulatory expenses and general overhead costs.

Until such time as we can generate substantial product revenue, we expect to finance our cash needs, beyond what is currently available or on hand, through a combination of equity offerings, debt financings and revenue from existing and potential research and development and other collaboration agreements. If we raise additional funds in the future, we may need to relinquish valuable rights to our technologies, future revenue streams or grant licenses on terms that may not be favorable to us.

### Going Concern

Our ability to continue operations after December 31, 2018 will depend on our ability to obtain additional funding, as to which no assurances can be given. These conditions raise substantial doubt about our ability to continue as a going concern. There can be no assurance that any financing by us can be realized, or if realized, what the terms of any such financing may be, or that any amount that we are able to raise will be adequate.

Management believes that the existing cash and cash equivalents at December 31, 2018 will be sufficient to fund our current operating plan through March 2020. Should our current operating plan not materialize Management's plans include raising additional funding, earning milestone payments pursuant to the Company's Co-Development agreements, delaying certain research projects and capital expenditures and eliminating certain future operating expenses in order to fund operations at reduced levels for the Company to continue as a going concern for a period of 12 months from the date the financial statements are issued. Management has concluded the likelihood that its plan to obtain sufficient funding from one or more of these sources or adequately reduce expenditures will be successful, while reasonably possible, is less than probable. The Term Loan Agreement requires us to achieve certain annual revenue targets, whereby we are required to pay double the amount of any shortfall as an acceleration of principal payments, and maintain a minimum liquidity amount. Should we fall short of the revenue target we would seek a waiver of this provision. There can be no assurances that we would be successful in obtaining a waiver. We are also required to maintain a minimum cash balance under our Term Loan Agreement with CRG.

### Cash flows

The following is a summary of cash flows for each of the periods set forth below:

	Year ended December 31,		
	2018	2017	2016
	(in thousands)		
Net cash (used in) provided by:			
Operating activities	\$ (40,138)	\$ (47,718)	\$ (46,442)
Investing activities	(593)	(2,476)	(5,487)
Financing activities	49,657	18,505	51,755
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>\$ 8,926</u>	<u>\$ (31,689)</u>	<u>\$ (174)</u>

### Net cash used in operating activities

Net cash used in operating activities was \$40.1 million for the year ended December 31, 2018, and consisted primarily of a net loss of \$51.2 million adjustment for non-cash items including stock-based compensation expense of \$9.9 million, depreciation and amortization expense of \$2.5 million, non-cash interest expense of \$2.2 million, and an impairment charge of \$0.7 million, partially offset by deferred rent of \$0.2 million and a change in fair value of a derivative instrument of \$0.1 million and a net change in operating assets and liabilities of \$3.9 million. The net change in operating assets and liabilities was primarily driven by a \$1.3 million increase in accounts receivable from increased instrument sales and our cost-sharing agreement with CARB-X, a \$1.0 million increase in inventories, net, a \$0.8 million decrease in deferred revenue primarily from our Co-Development Agreement with Allergan Sales, LLC., a \$0.6 million increase in prepaid expenses and other current assets from insurance, tradeshow and conferences and receivables due to expected landlord reimbursements, a \$0.3 million decrease in accrued expenses and other liabilities and a \$0.1 million increase in accounts payable.

Net cash used in operating activities was \$47.7 million for the year ended December 31, 2017, and consisted primarily of a net loss of \$62.4 million adjusted for non-cash items including depreciation and amortization expense of \$2.9 million, stock-based compensation expense of \$4.8 million, non-cash interest expense of \$2.7 million, change in fair value of a derivative instrument of \$2.2 million and an impairment charge of \$2.6 million, partially offset by deferred rent of \$0.1 million and a net change in operating assets and liabilities of \$0.1 million. The net change in operating assets and liabilities was primarily driven by a \$0.7 million decrease in deferred revenue, \$0.3 million decrease in accounts payable, \$0.1 increase in accounts receivable and \$0.1 million increase in inventory, offset by an increase of \$0.7 million in accrued expenses and other liabilities.

Net cash used in operating activities was \$46.4 million for the year ended December 31, 2016, and consisted primarily of a net loss of \$54.8 million adjusted for non-cash items including depreciation and amortization expense of \$2.3 million, stock-based compensation expense of \$4.8 million, a net change in operating assets and liabilities of \$0.8 million, non-cash interest expense of \$0.6 million and non-cash charge on extinguishment of debt of \$0.1 million, partially offset by deferred rent of \$0.3 million. The net change in operating assets and liabilities was primarily driven by a \$0.3 million increase in deferred revenue and an increase of \$0.5 million in accounts payable and accrued expenses related to growth in the business.

#### ***Net cash used in investing activities***

Net cash used in investing activities was \$0.6 million for the year ended December 31, 2018, and consisted of costs to acquire property and equipment.

Net cash used in investing activities was \$2.5 million for the year ended December 31, 2017, and consisted of \$2.5 million of purchases of property and equipment, including \$1.8 million of costs to purchase materials and manufacture T2 owned instruments and components and \$0.7 million of purchases of lab equipment, manufacturing equipment and other property and equipment.

Net cash used in investing activities was \$5.5 million for the year ended December 31, 2016, and consisted of \$5.5 million of purchases of property and equipment, including \$4.2 million of costs to purchase materials and manufacture T2 owned instruments and components and \$1.3 million of purchases of lab equipment, manufacturing equipment and other property and equipment.

#### ***Net cash provided by financing activities***

Net cash provided by financing activities was \$49.7 million for the year ended December 31, 2018, and consisted primarily of the net proceeds from the June 2018 public offering of \$49.2 million and proceeds from the exercise of stock options and employee stock purchase plan of \$2.0 which were partially offset by \$1.5 million of repayments of notes payable.

Net cash provided by financing activities was \$18.5 million for the year ended December 31, 2017, and consisted of \$18.6 million of net proceeds from our September 15, 2017 public offering, in which we sold 5,031,250 shares of common stock at the closing price of \$4.00 per share and \$1.1 million of proceeds from the exercise of stock options and sale of common stock under our 2014 Employee Stock Purchase Plan. Partially offsetting these sources of cash were \$1.2 million of repayments of notes payable.

Net cash provided by financing activities was \$51.8 million for the year ended December 31, 2016, and consisted of \$39.7 million of net proceeds from our September 21, 2016 PIPE financing with Canon, in which we sold 6,055,341 shares of common stock at the closing price of \$6.56 per share, \$39.2 million of net proceeds from our December 30, 2016 term loan agreement with CRG Servicing LLC, \$4.6 million of proceeds under the Facility with Essex, and \$1.0 million of proceeds from the exercise of stock options and sale of common stock under our 2014 Employee Stock Purchase Plan. Partially offsetting these sources of cash were \$32.4 million of repayments of notes payable and \$0.4 million of payments of issuance costs from our December 2015 secondary offering.

#### ***Borrowing Arrangements***

##### ***Term Loan Agreement***

In December 2016, we entered into a Term Loan Agreement (the "Term Loan Agreement") with CRG. We borrowed \$40.0 million pursuant to the Term Loan Agreement and could borrow up to an additional \$10.0 million at any time through and including July 27, 2018, provided that, among other conditions, we receive 510(k) clearance for the marketing of T2Bacteria by the FDA by a certain date (the "Approval Milestone"), which originally was April 30, 2018. The Term Loan Agreement has a six-year term with three years (through December 30, 2019) of interest-only payments, which period shall be extended to four years (through December 30, 2020) if we achieve the Approval Milestone, after which quarterly principal and interest payments will be due through the December 30, 2022 maturity date. Interest on the amounts borrowed under the Term Loan Agreement accrues at an annual fixed rate of (a) prior to the Approval Milestone, 12.5%, 4.0% of which may be deferred during the interest-only period by adding such amount to the aggregate principal loan amount and (b) following the Approval Milestone, 11.5%, 3.5% of which may be deferred during the interest-only period by adding such amount to the aggregate principal loan amount. In addition, if we achieve certain financial performance metrics, the loan will convert to interest-only until the December 30, 2022 maturity, at which time all unpaid principal and accrued unpaid interest will be due and payable. We are required to pay CRG a financing fee based on the loan principal amount drawn. We are also required to pay a final payment fee of 8.0% of the principal outstanding upon repayment. The Company is accruing the final payment fee as interest expense and it is included as a current liability at December 31, 2018 and 2017 on the balance sheet.

We may prepay all or a portion of the outstanding principal and accrued unpaid interest under the Term Loan Agreement at any time upon prior notice subject to a prepayment fee during the first five years of the term and no prepayment fee thereafter. As security for our obligations under the Term Loan Agreement we entered into a security agreement with CRG whereby we granted a lien on substantially all of its assets, including intellectual property. The Term Loan Agreement also contains customary affirmative and negative covenants for a credit facility of this size and type. The Term Loan Agreement also requires us to achieve certain revenue targets, whereby we are required to pay double the amount of any shortfall as an acceleration of principal payments. On December 18, 2017, the Term Loan Agreement was amended and the 2017 minimum revenue target was reduced to \$3.0 million from \$5.0 million. In March 2018, the Term Loan Agreement was amended to extend the Original Approval Milestone Date to June 30, 2018, extend the additional \$10.0 million funding through September 27, 2018 and reduce the fiscal year 2018 product revenue target to \$7.0 million. In May 2018, we achieved the Approval Milestone by obtaining market clearance from the FDA for

T2Bacteria. In March 2019, the Term Loan Agreement was amended to reduce the 2019 minimum revenue target to \$9.0 million and delete the 2018 revenue covenant. In exchange for the amendment, we agreed to reset the strike price of the warrants, issued in connection with the Term Loan Agreement, from \$8.06 per share to \$4.35 per share. The Term Loan Agreement includes a subjective acceleration clause whereby an event of default, including a material adverse change in the business, operations, or conditions (financial or otherwise), could result in the acceleration of the obligations under the Term Loan Agreement. Under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. CRG has not exercised its right under this clause, as there have been no such events. We believe the likelihood of CRG exercising this right is remote.

We assessed the terms and features of the Term Loan Agreement, including the interest-only period and the acceleration of the obligations under the Term Loan Agreement under an event of default, in order to identify any potential embedded features that would require bifurcation. In addition, under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. We concluded that these features are not clearly and closely related to the host instrument, and represent a single compound derivative that is required to be re-measured at fair value on a quarterly basis.

During the fourth quarter of 2017, we received communication from the FDA that suggested the approval timeline of T2Bacteria would be longer than we initially anticipated. The delay resulted in an increase in the probability of not achieving the Approval Milestone by April 30, 2018, as well an increase in the probability of the payment of contingent interest in future periods, based on the contractual payments requirements that exist as of December 31, 2017. At December 31, 2017, we recorded a derivative liability related to our Term Loan Agreement with CRG of \$2.2 million. The fair value of the derivative at December 31, 2018 is \$2.1 million. We classified the derivative liability as accrued expenses and other current liabilities on the balance sheet at December 31, 2018 and 2017 to match the classification of the related Term Loan Agreement.

In December 2016, pursuant to the Term Loan Agreement, we made an initial draw of \$39.2 million, net of financing fees. We used approximately \$28.0 million of the initial proceeds to repay approximately \$28.0 million of outstanding debt. Upon the repayment of all amounts owed by us related to debt outstanding prior to the Term Loan Agreement, all commitments related to prior debt terminated and all security interests granted by us were released.

In connection with the Term Loan Agreement entered into in December 2016, we issued to CRG four separate warrants to purchase a total of 528,958 shares of common stock. The warrants are exercisable any time prior to December 30, 2026 at a price of \$4.35 per share, with typical provisions for termination upon a change of control or sale of all or substantially all of our assets. The strike price was reduced, by a March 2019 amendment, from an original strike price of \$8.06 per share. The warrants are classified within shareholders' equity, and the proceeds were allocated between the debt and warrants based on their relative fair value. The fair value of the warrants was determined by the Black Scholes Merton option pricing model. The fair value of the warrants at issuance on December 30, 2016 was \$1.8 million.

#### Equipment Lease Credit Facility

In October 2015, we signed the \$10.0 million Credit Facility (the "Credit Facility") with Essex Capital Corporation ("Essex") to fund capital equipment needs. As one of the conditions of the Term Loan Agreement, the Credit Facility is capped at a maximum of \$5.0 million. Under the Credit Facility, Essex will fund capital equipment purchases presented by us. We will repay the amounts borrowed in 36 equal monthly installments from the date of the amount funded. At the end of the 36 month lease term, we have the option to (a) repurchase the leased equipment at the lesser of fair market value or 10% of the original equipment value, (b) extend the applicable lease for a specified period of time, which will not be less than one year, or (c) return the leased equipment to the Lessor.

In April 2016 and June 2016, we completed the first two draws under the Credit Facility of \$2.1 million and \$2.5 million, respectively. We will make monthly payments of \$67,000 under the first draw and \$79,000 under the second draw. The borrowings under the Credit Facility are treated as capital leases and are included in property and equipment on the balance sheet. The amortization of the assets conveyed under the Credit Facility is included as a component of depreciation expense.

#### Contractual Obligations and Contingent Liabilities

The following summarizes our significant contractual obligations as of the date of issuance of this annual report on Form 10-K:

	Payments Due by Fiscal Year Ended December 31,			
	Total	2019	2020-2021	2022-2023
	(in thousands)			
Operating leases (1)	\$ 6,428	\$ 2,225	\$ 4,203	\$ —
Notes payable (2)(3)(4)	64,843	4,544	31,698	28,601
<b>Total obligations</b>	<b>\$ 71,271</b>	<b>\$ 6,769</b>	<b>\$ 35,901</b>	<b>\$ 28,601</b>

(1) Represents the leases of approximately 62,800 square feet for office, laboratory and manufacturing space in Lexington and Wilmington, Massachusetts under noncancelable operating leases, which includes the lease amendments entered into in March 2017 and September

2017 for office and laboratory space at our headquarters in Lexington, MA and in August 2018 for office, laboratory and manufacturing space in Wilmington, MA.

- (2) Represents borrowing under our Term Loan Agreement, which currently bears interest at an annual rate of 11.5% and has principal repayment dates through September 2022, and our Credit Facility, which has principal repayment dates through May 2019. The balance for these debt instruments includes estimated interest payment obligations.
- (3) This does not include prepayment penalties.
- (4) The Term Loan Agreement with CRG is classified as a current liability on the balance sheet at December 31, 2018, based on the Company's consideration of the probability of violating a minimum liquidity covenant included in the Term Loan Agreement.

### **Contingent Liabilities and Commitments, Including Tax Matters**

We have net deferred tax assets of \$90.4 million as of December 31, 2018, which have been fully offset by a valuation allowance due to uncertainties surrounding our ability to realize these tax benefits. The deferred tax assets are primarily composed of federal net operating loss ("NOL"), tax carryforwards and research and development tax credit carryforwards. As of December 31, 2018, we had federal NOL carryforwards of \$274.4 million available to reduce future taxable income, if any. These federal NOL carryforwards are available to offset future taxable income, if any, of which \$228.2 million will expire at various dates through 2037 and \$46.2 million carryforward indefinitely. In general, if we experience, or have experienced, a greater than 50% aggregate change in ownership of certain significant stockholders over a three-year period, or a Section 382 ownership change, utilization of our pre-change NOL carryforwards are subject to an annual limitation under Section 382 of the Internal Revenue Code of 1986, as amended. Such limitations may result in expiration of a portion of the NOL carryforwards before utilization and may be substantial. If we experience a Section 382 ownership change in connection as a result of future changes in our stock ownership, some of which changes are outside of our control, the tax benefits related to the NOL carryforwards may be limited or lost. We have not conducted an assessment to determine whether there may have been a Section 382 or 383 ownership change.

### **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 under SEC rules.

### **Critical Accounting Policies and Significant Judgements**

This management's discussion and analysis of financial condition and results of operations is based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenue and expenses during the reporting periods. These items are monitored and analyzed by us for changes in facts and circumstances, and material changes in these estimates could occur in the future. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Changes in estimates are reflected in reported results for the period in which they become known. Actual results may differ materially from these estimates under different assumptions or conditions.

While our significant accounting policies are more fully described in the notes to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K, we believe that the following accounting policies are critical to the process of making significant judgments and estimates in the preparation of our financial statements and understanding and evaluating our reported financial results.

#### **Revenue Recognition**

We adopted ASC 606, *Revenue from Contracts with Customers* ("ASC 606") on January 1, 2018 using the modified retrospective method for all contracts not completed as of the date of adoption. For contracts that were modified before the effective date, we reflected the aggregate effect of all modifications when identifying performance obligations and allocating transaction price in accordance with practical expedient ASC 606-10-65-1-(f)-4. The reported results for 2018 reflect the application of ASC 606 guidance while the reported results for 2017 were prepared under the guidance of ASC 605, *Revenue Recognition* ("ASC 605" or "legacy GAAP"). The impact of ASC 606 on the year-ended December 31, 2018 was higher product revenue of \$0.5 million. The higher revenue is the result of recognizing consideration allocated to the instrument, upon shipment. Under ASC 605, no revenue would be recognized until installation was completed.

We generate revenue from the sale of instruments, consumable diagnostic tests, related services, reagent rental agreements and research and development agreements with third parties. Pursuant to ASC 606, revenue is recognized when a customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration we expect to be entitled to receive in exchange for these goods and services.

Once a contract is determined to be within the scope of ASC 606 at contract inception, we review the contract to determine which performance obligations we must deliver and which of these performance obligations are distinct. We recognize as revenues the amount of the

transaction price that is allocated to the respective performance obligation when the performance obligation is satisfied or as it is satisfied. Generally, our performance obligations are transferred to customers at a point in time, typically upon shipment, or over time, as services are performed.

Most of our contracts with customers contain multiple performance obligations. For these contracts, we account for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price basis. Excluded from the transaction price are sales tax and other similar taxes which are presented on a net basis.

Product revenue is generated by the sale of instruments and consumable diagnostic tests predominantly through our direct sales force in the United States and distributors in geographic regions outside the United States. We do not offer product return or exchange rights (other than those relating to defective goods under warranty) or price protection allowances to its customers, including its distributors. Payment terms granted to distributors are the same as those granted to end-user customers and payments are not dependent upon the distributors' receipt of payment from their end-user customers. We either sell instruments to customers and international distributors, or retains title and places the instrument at the customer site pursuant to a reagent rental agreement. When an instrument is purchased by a customer, we recognize revenue when the related performance obligation is satisfied (i.e. when the control of an instrument has passed to the customer; typically, at shipping point). When the instrument is placed under a reagent rental agreement, our customers generally agree to fixed term agreements, which can be extended, and incremental charges on each consumable diagnostic test purchased. Revenue from the sale of consumable diagnostic tests (under a reagent rental agreement) is recognized upon shipment. The transaction price from consumables purchases is allocated between the lease of the instrument (under a contingent rent methodology as provided for in ASC 840, *Leases*), and the consumables when related performance obligations are satisfied, as a component of lease and product revenue, and is included as Instrument Rentals. Revenue associated with reagent rental consumables purchases is currently classified as variable consideration and constrained until a purchase order is received and related performance obligations have been satisfied. Shipping and handling costs billed to customers in connection with a product sale are recorded as a component of the transaction price and allocated to product revenue in the consolidated statements of operations and comprehensive loss as they are incurred by us in fulfilling our performance obligations.

Direct sales of instruments include warranty, maintenance and technical support services typically for one year following the installation of the purchased instrument ("Maintenance Services"). Maintenance Services are separate performance obligations as they are service based warranties and are recognized on a straight-line basis over the service delivery period. After the completion of the initial Maintenance Services period, customers have the option to renew or extend the Maintenance Services typically for additional one-year periods in exchange for additional consideration. The extended Maintenance Services are also service based warranties that represent separate purchasing decisions. We recognize revenue allocated to the extended Maintenance Services performance obligation on a straight-line basis over the service delivery period.

We warrant that consumable diagnostic tests will be free from defects, when handled according to product specifications, for the stated life of the product. To fulfill valid warranty claims, we provide replacement product free of charge. Accordingly, we accrue warranty expense associated with the estimated defect rates of the consumable diagnostic tests.

Revenue earned from activities performed pursuant to research and development agreements is reported as research revenue in the consolidated statements of operations and comprehensive loss, and is recognized over time using an input method as the work is completed. The related costs are expensed as incurred as research and development expense. The timing of receipt of cash from our research and development agreements generally differs from when revenue is recognized. Milestones are contingent on the occurrence of future events and are considered variable consideration being constrained until we believe a significant revenue reversal will not occur.

#### **Stock-based compensation**

We issue stock-based awards to employees and non-employees, generally in the form of stock options, restricted stock units and restricted stock awards. We account for our stock-based awards in accordance with FASB ASC Topic 718, *Compensation — Stock Compensation*, or ASC 718. ASC 718 requires all stock-based payments to employees, including grants of employee stock options, restricted stock units and modifications to existing stock options, to be recognized in the consolidated statements of operations and comprehensive loss based on their grant date fair values. We account for stock-based awards to non-employees in accordance with FASB ASC Topic 505-50, *Equity-Based Payments to Non-Employees*, which requires the fair value of the award to be remeasured at fair value as the award vests. We recognize the compensation cost of stock-based awards to employees and non-employees on a straight-line basis over the vesting period. See below for a detailed description of how we estimate fair value for purposes of option grants and the methodology used in measuring stock-based compensation expense.

We estimate the fair value of our stock-based awards to employees and non-employees using the Black-Scholes-Merton option pricing model, which requires the input of highly subjective assumptions, including (a) the expected volatility of our stock, (b) the expected term of the award, (c) the risk-free interest rate and (d) expected dividends. Due to the lack of company specific historical and implied volatility data resulting from our limited public market trading history, prior to August 2018, we had based our estimate of expected volatility primarily on the historical volatility of a group of similar companies that are publicly traded. For these analyses, we have selected companies with comparable characteristics to ours, including enterprise value, risk profiles and position within the industry, and with historical share price information sufficient to meet the expected life of the stock-based awards. We compute the historical volatility data using the daily closing prices for the selected companies' shares during the equivalent period of the calculated expected term of our stock-based awards. As of August 2018, we determined that a sufficient amount of historical information regarding the volatility of our own stock price was available and estimated expected

volatility based on the historical volatility of our own stock using the daily closing prices. We have estimated the expected life of our employee stock options using the “simplified” method, whereby the expected life equals the average of the vesting term and the original contractual term of the option. The risk-free interest rates for periods within the expected life of the option are based on the U.S. Treasury yield curve in effect during the period in which the options were granted.

We are also required to estimate forfeitures at the time of grant, and revise those estimates in subsequent periods if actual forfeitures differ from our estimates. We use historical data to estimate pre-vesting option forfeitures and record stock-based compensation expense only for those awards that are expected to vest. To the extent that actual forfeitures differ from our estimates, the difference is recorded as a cumulative adjustment in the period the estimates were revised. Stock-based compensation expense recognized in the financial statements is based on awards that are ultimately expected to vest. If our actual forfeiture rate is materially different from the estimate, our stock-based compensation expense could be different from what we have recorded in the current period.

We estimate the fair value of restricted stock units with market conditions on the date of grant using a Monte Carlo simulation. The compensation cost for restricted stock units with market conditions is being recorded over the derived service period. If a market condition is achieved prior to completion of the derived service period, the remaining compensation cost will be recognized immediately.

These assumptions used to determine stock compensation expense represent our best estimates, but the estimates involve inherent uncertainties and the application of our judgment. As a result, if factors change and we use significantly different assumptions or estimates, our stock-based compensation expense could be materially different.

### ***Inventories***

Inventories are stated at the lower of cost or net realizable value. The Company determines the cost of its inventories, which includes amounts related to materials, direct labor, and manufacturing overhead, on a first-in, first-out basis. We perform an assessment of the recoverability of capitalized inventory during each reporting period, and write down any excess and obsolete inventories to their realizable value in the period in which the impairment is first identified. Shipping and handling costs incurred for inventory purchases are capitalized and recorded upon sale in cost of product revenues in the consolidated statements of operations and comprehensive loss or are included in the value of T2-owned instruments and components, a component of property and equipment, net, and depreciated.

We capitalize inventories in preparation for sales of products when the related product candidates are considered to have a high likelihood of regulatory clearance, which for the T2Dx Instrument, T2Candida and T2Bacteria was upon the achievement of regulatory clearance, and the related costs are expected to be recoverable through sales of the inventories. In addition, the Company capitalizes inventories related to the manufacture of instruments that have a high likelihood of regulatory clearance, which for the T2Dx Instrument was upon the achievement of regulatory clearance, and will be retained as our assets, upon determination that the instrument has alternative future uses. In determining whether or not to capitalize such inventories, we evaluate, among other factors, information regarding the product candidate’s status of regulatory submissions and communications with regulatory authorities, the outlook for commercial sales and alternative future uses of the product candidate. Costs associated with development products prior to satisfying the inventory capitalization criteria are charged to research and development expense as incurred.

We classify inventories related to instruments that are Company-owned, as a component of property and equipment. Raw material and work-in-process inventories that are expected to be used to produce Company-owned instruments, based on our business model and forecast, are also classified as property and equipment. Company-owned instruments are instruments that are manufactured and placed with customers in connections with rental agreements, or are used for internal purposes.

### ***Income Taxes***

During 2018, we recorded no income tax benefit due to the full valuation allowance recorded against the Company’s deferred tax assets. The Tax Cuts and Jobs Act reduced the federal tax rate from 35% to 21% and we re-measured certain deferred tax assets and liabilities based on the rates at which they are anticipated to reverse in the future. The amount recorded related to the re-measurement of our deferred tax balance was a tax expense of \$32.9 million which was offset by an adjustment to the valuation allowance against our deferred taxes of \$32.9 million during the year ended December 31, 2017. There was no amount recorded related to the re-measurement of our deferred tax balance in the year ended December 31, 2018.

During 2017 and 2016 we recorded no income tax benefit due to the full valuation allowance recorded against the Company’s deferred tax assets.

### ***Impairment of Long Lived Assets***

We review long-lived assets, including capitalized T2 owned instruments and components, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If indications of impairment exist, projected future undiscounted cash flows associated with the asset or asset group are compared to the carrying amount to determine whether the asset’s value is recoverable. During this review, we reevaluate the significant assumptions used in determining the original cost and estimated lives of long-lived



assets. Although the assumptions may vary from asset to asset, they generally include operating results, changes in the use of the asset, cash flows and other indicators of value. Management then determines whether the remaining useful life continues to be appropriate or whether there has been an impairment of long-lived assets based primarily upon whether expected future undiscounted cash flows are sufficient to support the assets' recovery. If the carrying value of the asset exceeds such projected undiscounted cash flows, the asset will be written down to its estimated fair value. We recorded an impairment expense of \$0.7 million and \$2.6 million during the years ended December 31, 2018 and 2017, respectively.

### **Fair Value of Derivative**

Our Term Loan Agreement with CRG contains certain provisions that change the underlying cash flows of the instrument, including an interest-only period dependent on the achievement of receiving 510(k) clearance for the marketing of T2Bacteria by the FDA by a certain date (the "Approval Milestone"), and acceleration of the obligations under the Term Loan Agreement under an event of default. In addition, under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. We concluded that these features are not clearly and closely related to the host instrument, and represent a single compound derivative that is required to be re-measured at fair value on a quarterly basis.

During the fourth quarter of 2017, we received communication from the FDA that suggested the approval timeline of T2Bacteria could be longer than we initially anticipated. The delay resulted in an increase in the probability of not achieving the Approval Milestone by April 30, 2018, as well as an increase in the probability of the payment of contingent interest in future periods, based on the contractual payments that exist as of December 31, 2017. At December 31, 2017, we recorded a derivative liability related to our Term Loan Agreement with CRG of \$2.2 million. The estimated fair value of the derivative liability was determined using a probability-weighted discounted cash flow model that includes principal and interest payments under the following scenarios: FDA approval by April 30, 2018 (40%), FDA approval after April 30, 2018 (20%) and no FDA approval (40%).

The Approval Milestone was achieved in May 2018. The estimated fair value of the derivative at December 31, 2018 was determined using a probability-weighted discounted cash flow model that includes contingent interest payments under the following scenarios: 4% contingent interest beginning in 2020 (70%) and 4% contingent interest beginning in 2021 (30%). The fair value of the derivative at December 31, 2018 is \$2.1 million. Should our assessment of these probabilities change, including amendments of certain revenue targets, there could be a change to the fair value of the derivative liability.

### **Recent Accounting Standards**

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies and adopted by us as of the specified effective date. Unless otherwise discussed we believe that the impact of recently issued standards that are not yet effective will not have a material impact on our financial position or results of operations upon adoption.

#### *Accounting Standards Adopted*

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* ("ASC 2016-15"), which provides guidance on the classification of certain specific cash flow issues including debt prepayment or extinguishment costs, settlement of certain debt instruments, contingent consideration payments made after a business combination, proceeds from the settlement of certain insurance claims and distributions received from equity method investees. The standard requires the use of a retrospective approach to all periods presented, but may be applied prospectively if retrospective application would be impracticable. The guidance is effective for public entities for fiscal years beginning after December 15, 2017, and interim periods within those years, and early application is permitted. We have adopted ASU 2016-15 retrospectively and has presented the statement of cash flows in accordance with this guidance. The adoption of ASU 2016-15 did not have a material impact on the consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash* ("ASU 2016-18"), which requires that a statement of cash flows explains the change in the total of cash, cash equivalents and restricted cash during the period. Amounts described as restricted cash should be included with cash and cash equivalents when reconciling the beginning of period and end of period amounts shown on the statement of cash flows. We have reflected restricted cash with cash and cash equivalents when reconciling the beginning and end of period amounts shown on the statement of cash flows in accordance with ASU 2016-18. The adoption of ASU 2016-18 did not have a material impact on the consolidated financial statements.

In June 2014, the FASB issued amended guidance, ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"), which is applicable to revenue recognition that will now be effective for the year ending December 31, 2018, as a result of the deferral of the effective date adopted by the FASB in July 2015. The new guidance must be adopted using either a full retrospective approach for all periods presented or a modified retrospective approach. Early adoption prior to the original adoption date of ASU 2014-09 is not permitted. The new guidance applies a more principles-based approach to revenue recognition. We adopted ASU 2014-09 on January 1, 2018 using the modified retrospective method for all contracts not completed as of the date of adoption. For contracts that were modified before the effective date, we reflected the aggregate effect of all modifications when identifying performance obligations and allocating transaction price, which did not have a material effect on the adjustment to accumulated deficit. The reported results for 2018 reflect the application of ASU 2014-09 guidance while the reported results for

2017 were prepared under the guidance of ASC 605, *Revenue Recognition*. The adoption of ASC 606 on January 1, 2018 resulted in a \$0.1 million adjustment to the opening accumulated deficit as of January 1, 2018 due to higher revenue recognition for a Co-Development Agreement under ASC 606.

#### *Accounting Standards Issued, Not Adopted*

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* in order to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet for those leases classified as operating leases under previous generally accepted accounting principles. ASU 2016-02 requires a lessee to recognize a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term on the balance sheet. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018 (including interim periods within those periods) and early adoption is permitted. In August 2018, the FASB issued ASU 2018-11, *Targeted Improvements to ASC 842*, which provides a new transition option in which an entity initially applies ASU 2016-02 at the adoption date and recognizes a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. Prior period comparative balances will not be adjusted. We will use the new transition option and will be also utilizing the package of practical expedients that allows it to not reassess: (1) whether any expired or existing contracts are or contain leases, (2) lease classification for any expired or existing leases, and (3) initial direct costs for any existing leases. We will also use the short-term lease exception for leases with a term of twelve months or less. Additionally, we will use the practical expedient that allows us to treat each separate lease component of a contract and its associated non-lease components as a single lease component. We have identified approximately ten leasing arrangements in which we are a lessee and estimate the impact on our consolidated balance sheet to be approximately \$4.8 million to \$5.6 million. We are continuing to evaluate the incremental borrowing rate we have used in our preliminary estimate and the final amount we record could differ immaterially from this range. There will be no adjustment recognized through retained earnings as a result of adoption. We will adopt ASU 2016-02 effective January 1, 2019, and are continuing to evaluate the impact of adoption on our consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation-Stock Compensation: Improvements to Nonemployee Share-Based Payment Accounting* (“ASU 2018-07”), which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. This amendment applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor’s own operations by issuing share-based payment awards. We will adopt ASU 2018-18, effective as of January 1, 2019.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement* (“ASU 2018-13”), which eliminates, adds and modifies certain disclosure requirements for fair value measurements. The amendment is effective for interim and annual reporting periods beginning after December 15, 2019.

In November 2018, the FASB issued ASU No. 2018-18, *Collaborative Arrangements* (“ASU 2018-18”), which clarifies the interaction between ASC 808, *Collaborative Arrangements* and ASC 606, *Revenue from Contracts with Customers*. Certain transactions between participants in a collaborative arrangement should be accounted for under ASC 606 when the counterparty is a customer. In addition, ASU 2018-18 precludes an entity from presenting consideration from a transaction in a collaborative arrangement as revenue if the counterparty is not a customer for that transaction. ASU 2018-18 should be applied retrospectively to the date of initial application of ASC 606. This guidance is effective for interim and fiscal periods beginning after December 15, 2019.

#### **Emerging Growth Company Status**

In April 2012, the Jumpstart Our Business Startups Act, or the JOBS Act, was enacted in the United States. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, as amended, for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth companies.

#### **Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to market risk related to changes in interest rates. As of December 31, 2018, we had cash and cash equivalents of \$50.8 million held primarily in money market funds consisting of U.S. government agency securities. Our primary exposure to market risk 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 one percent change in interest rates would not have a material effect on the fair market value of our portfolio. As of December 31, 2018, we had no outstanding debt exposed to variable interest rates.

**Report of Independent Registered Public Accounting Firm**

Stockholders and Board of Directors  
T2 Biosystems, Inc.  
Lexington, MA

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheet of T2 Biosystems, Inc. (the “Company”) as of December 31, 2018, and the related consolidated statement of operations and comprehensive loss, stockholders’ equity, and cash flows for the year ended December 31, 2018, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018, and the results of their operations and their cash flows for the year ended December 31, 2018, in conformity with accounting principles generally accepted in the United States of America.

**The Company’s Ability to Continue as a Going Concern**

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has suffered recurring losses from operations, will require additional capital to fund its current operating plan, and has stated that substantial doubt exists about the Company’s ability to continue as a going concern. In addition, the Company has classified certain debt obligations with long-term contractual maturities as current liabilities due to likely future debt covenant violations. Management’s plans in regard to these matters are also described in Note 1. The 2018 consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

**Basis for Opinion**

These consolidated financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (“PCAOB”) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

/s/BDO USA, LLP

We have served as the Company's auditor since 2018.

Boston, MA

March 14, 2019

## Report of Independent Registered Public Accounting Firm

The Stockholders and the Board of Directors of T2 Biosystems, Inc.

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of T2 Biosystems, Inc. (the Company) as of December 31, 2017 and 2016, and the related consolidated statements of operations and comprehensive loss, stockholders' equity (deficit) and cash flows for each of the two years in the period ended December 31, 2017, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2017, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2017, in conformity with U.S. generally accepted accounting principles.

### The Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered recurring losses from operations, will require additional capital to fund its current operating plan, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. In addition, the Company has classified certain debt obligations with long-term contractual maturities as current liabilities due to likely future debt covenant violations. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 1. The 2017 consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We served as the Company's auditor from 2008 to 2018

Boston, Massachusetts

March 19, 2018  
except for the effects of the adoption of ASU 2016-18  
as discussed in Note 2, as to which the date is March 14, 2019

**T2 Biosystems, Inc.**  
**Consolidated Balance Sheets**  
(In thousands, except share and per share data)

	December 31, 2018	December 31, 2017
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 50,805	\$ 41,799
Accounts receivable	1,786	467
Prepaid expenses and other current assets	1,340	708
Inventories	2,677	1,344
Total current assets	56,608	44,318
Property and equipment, net	7,315	10,015
Restricted cash	180	260
Other assets	206	268
Total assets	<u>\$ 64,309</u>	<u>\$ 54,861</u>
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 744	\$ 648
Accrued expenses and other current liabilities	6,073	6,218
Derivative liability	2,142	2,238
Notes payable	42,373	40,696
Deferred revenue	697	1,736
Current portion of lease incentives	268	246
Total current liabilities	52,297	51,782
Notes payable, net of current portion	—	1,008
Lease incentives, net of current portion	492	731
Deferred revenue, net of current portion	133	—
Commitments and contingencies (see Note 12)		
Stockholders' equity:		
Preferred stock, \$0.001 par value; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$0.001 par value; 200,000,000 shares authorized; 44,175,441 and 35,948,900 shares issued and outstanding at December 31, 2018 and December 31, 2017, respectively	44	36
Additional paid-in capital	328,514	267,421
Accumulated deficit	(317,171)	(266,117)
Total stockholders' equity	11,387	1,340
Total liabilities and stockholders' equity	<u>\$ 64,309</u>	<u>\$ 54,861</u>

See accompanying notes to consolidated financial statements.

**T2 Biosystems, Inc.**  
**Consolidated Statements of Operations and Comprehensive Loss**  
(In thousands, except share and per share data)

	Year ended December 31,		
	2018	2017	2016
<b>Revenue:</b>			
Product revenue	\$ 4,805	\$ 3,440	\$ 1,747
Research revenue	5,695	1,226	2,333
<b>Total revenue</b>	<b>10,500</b>	<b>4,666</b>	<b>4,080</b>
<b>Costs and expenses:</b>			
Cost of product revenue	15,404	12,028	6,872
Research and development	14,489	23,733	24,009
Selling, general and administrative	25,697	22,757	24,077
<b>Total costs and expenses</b>	<b>55,590</b>	<b>58,518</b>	<b>54,958</b>
Loss from operations	(45,090)	(53,852)	(50,878)
Interest expense, net	(6,682)	(8,907)	(4,098)
Other income, net	619	331	172
<b>Net loss and comprehensive loss</b>	<b>(51,153)</b>	<b>(62,428)</b>	<b>(54,804)</b>
Net loss per share — basic and diluted	\$ (1.26)	\$ (1.94)	\$ (2.11)
Weighted-average number of common shares used in computing net loss per share — basic and diluted	40,558,826	32,131,512	26,015,751

See accompanying notes to consolidated financial statements.

**T2 Biosystems, Inc.**  
**Consolidated Statements of Stockholders' Equity**  
(In thousands, except share and per share data)

	Common Stock			Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2015	24,175,381	\$ 24	24	\$ 195,800	\$ (148,885)	\$ 46,939
Stock-based compensation expense	—	—	—	4,848	—	4,848
Offering costs on issuance of common stock from secondary public offering	—	—	—	(215)	—	(215)
Issuance of common stock from exercise of stock options and employee stock purchase plan	251,990	—	—	1,018	—	1,018
Issuance of common stock for private investment	6,055,341	6	6	39,717	—	39,723
Issuance of warrants	—	—	—	1,829	—	1,829
Net loss	—	—	—	—	(54,804)	(54,804)
Balance at December 31, 2016	30,482,712	30	30	242,997	(203,689)	39,338
Stock-based compensation expense	—	—	—	4,790	—	4,790
Issuance of common stock from vesting of restricted stock, exercise of stock options and employee stock purchase plan	434,938	1	1	1,058	—	1,059
Issuance of common stock from secondary public offering, net of offering costs of \$252	5,031,250	5	5	18,576	—	18,581
Net loss	—	—	—	—	(62,428)	(62,428)
Balance at December 31, 2017	35,948,900	36	36	267,421	(266,117)	1,340
Cumulative effect of adoption of ASC 606	—	—	—	—	99	99
Stock-based compensation expense	—	—	—	9,897	—	9,897
Issuance of common stock from vesting of restricted stock, exercise of stock options and employee stock purchase plan	1,211,541	1	1	1,966	—	1,967
Issuance of common stock from secondary public offering, net of offering costs of \$218	7,015,000	7	7	49,230	—	49,237
Net loss	—	—	—	—	(51,153)	(51,153)
Balance at December 31, 2018	44,175,441	\$ 44	44	\$ 328,514	\$ (317,171)	\$ 11,387

See accompanying notes to consolidated financial statements.

**T2 Biosystems, Inc.**  
**Consolidated Statements of Cash Flows**  
(In thousands)

	Year ended December 31,		
	2018	2017	2016
<b>Operating activities</b>			
Net loss	\$ (51,153)	\$ (62,428)	\$ (54,804)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	2,449	2,940	2,280
Stock-based compensation expense	9,897	4,790	4,848
Non-cash interest expense	2,216	2,710	564
Loss on extinguishment of debt	—	—	112
Impairment of property and equipment	683	2,571	—
Loss on disposal of property and equipment	26	—	—
Change in fair value of derivative instrument	(96)	2,238	—
Deferred rent	(217)	(115)	(250)
Changes in operating assets and liabilities:			
Accounts receivable	(1,319)	(140)	42
Prepaid expenses and other assets	(570)	125	68
Inventories, net	(1,089)	(110)	(120)
Accounts payable	121	(314)	(61)
Accrued expenses and other liabilities	(279)	724	580
Deferred revenue	(807)	(709)	299
Net cash used in operating activities	(40,138)	(47,718)	(46,442)
<b>Investing activities</b>			
Purchases and manufacture of property and equipment	(593)	(2,476)	(5,487)
Net cash used in investing activities	(593)	(2,476)	(5,487)
<b>Financing activities</b>			
Proceeds from issuance of common stock in public offering, net of offering costs	49,237	18,640	(385)
Proceeds from issuance of common stock and stock options exercises, net	1,967	1,059	1,018
Proceeds from private investment in public equity	—	—	39,723
Proceeds from notes payable, net of issuance costs	—	—	43,803
Principal repayments of note payable	(1,547)	(1,194)	(32,404)
Net cash provided by financing activities	49,657	18,505	51,755
Net increase (decrease) in cash, cash equivalents and restricted cash	8,926	(31,689)	(174)
Cash, cash equivalents and restricted cash at beginning of period	42,059	73,748	73,922
Cash, cash equivalents and restricted cash at end of period	\$ 50,985	\$ 42,059	\$ 73,748

See accompanying notes to consolidated financial statements.



**T2 Biosystems, Inc.**  
**Consolidated Statements of Cash Flows (Continued)**  
(In thousands)

	Year ended December 31,		
	2018	2017	2016
<b>Supplemental disclosures of cash flow information</b>			
Cash paid for interest	\$ 3,786	\$ 3,959	\$ 2,732
<b>Supplemental disclosures of noncash activities</b>			
Transfer of T2 owned instruments and components to inventory	\$ 244	\$ 431	\$ —
Transfer from other liabilities to accrued expenses and other current liabilities	\$ —	\$ 585	\$ —
Purchases of property and equipment included in accounts payable and accrued expenses	\$ 80	\$ 189	\$ 82
Public offering costs unpaid at year end	\$ —	\$ 59	\$ —

See accompanying notes to consolidated financial statements.

## 1. Nature of Business

T2 Biosystems, Inc. (the “Company”) was incorporated on April 27, 2006 as a Delaware corporation with operations based in Lexington, Massachusetts. The Company is an *in vitro* diagnostics company that has developed an innovative and proprietary technology platform that offers a rapid, sensitive and simple alternative to existing diagnostic methodologies. The Company is using its T2 Magnetic Resonance technology (“T2MR”) to develop a broad set of applications aimed at lowering mortality rates, improving patient outcomes and reducing the cost of healthcare by helping medical professionals make targeted treatment decisions earlier. T2MR enables rapid detection of pathogens, biomarkers and other abnormalities in a variety of unpurified patient sample types, including whole blood, plasma, serum, saliva, sputum and urine, and can detect cellular targets at limits of detection as low as one colony forming unit per milliliter (“CFU/mL”). The Company’s initial development efforts target sepsis and Lyme disease, which are areas of significant unmet medical need in which existing therapies could be more effective with improved diagnostics. On September 22, 2014, the Company received market clearance from the U.S. Food and Drug Administration (“FDA”) for its first two products, the T2Dx Instrument (the “T2Dx”) and T2Candida Panel (“T2Candida”). On May 24, 2018, the Company received market clearance from the FDA for its T2Bacteria Panel (“T2Bacteria”).

The Company has devoted substantially all of its efforts to research and development, business planning, recruiting management and technical staff, acquiring operating assets, raising capital, and, most recently, the commercialization and improvement of its existing products.

### Liquidity and Going Concern

At December 31, 2018, the Company has cash and cash equivalents of \$50.8 million and an accumulated deficit of \$317.2 million. The future success of the Company is dependent on its ability to successfully commercialize its products, obtain regulatory clearance for and successfully launch its future product candidates, obtain additional capital and ultimately attain profitable operations. Historically, the Company has funded its operations primarily through its August 2014 initial public offering, its December 2015 public offering, its September 2016 private investment in public equity (“PIPE”) financing, its September 2017 public offering, its June 2018 public offering, private placements of redeemable convertible preferred stock and through debt financing arrangements.

The Company is subject to a number of risks similar to other newly commercial life science companies, including, but not limited to commercially launching the Company’s products, development and market acceptance of the Company’s product candidates, development by its competitors of new technological innovations, protection of proprietary technology, and raising additional capital.

Having obtained authorization from the FDA to market the T2Dx, T2Candida, and T2Bacteria, the Company has incurred significant commercialization expenses related to product sales, marketing, manufacturing and distribution. The Company may seek to fund its operations through public equity, private equity or debt financings, as well as other sources. However, the Company may be unable to raise additional funds or enter into such other arrangements when needed, on favorable terms, or at all. The Company’s failure to raise capital or enter into such other arrangements if and when needed would have a negative impact on the Company’s business, results of operations, financial condition and the Company’s ability to develop and commercialize T2Dx, T2Candida, T2Bacteria and other product candidates.

Pursuant to the requirements of Accounting Standards Codification (“ASC”) 205-40, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern*, management must evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the date that the financial statements are issued. This evaluation initially does not take into consideration the potential mitigating effect of management’s plans that have not been fully implemented as of the date the financial statements are issued. When substantial doubt exists under this methodology, management evaluates whether the mitigating effect of its plans sufficiently alleviates substantial doubt about the Company’s ability to continue as a going concern. The mitigating effect of management’s plans, however, is only considered if both (1) it is probable that the plans will be effectively implemented within one year after the date that the financial statements are issued, and (2) it is probable that the plans, when implemented, will mitigate the relevant conditions or events that raise substantial doubt about the entity’s ability to continue as a going concern within one year after the date that the financial statements are issued.

Management believes that its existing cash and cash equivalents at December 31, 2018 will be sufficient to allow the Company to fund its current operating plan through March 2020. However, as certain elements of the Company’s operating plan are outside of the Company’s control, including the receipt of certain development and regulatory milestone payments under the Company’s Co-Development agreements, they cannot be considered probable. Under ASC 205-40, the future receipt of potential funding from the Company’s Co-Development partners and other resources cannot be considered probable at this time because none of the plans are entirely within the Company’s control. In addition, the Company is required to maintain a minimum cash balance under its Term Loan Agreement with CRG Servicing LLC (“CRG”) (Note 6).

These conditions raise substantial doubt regarding the Company’s ability to continue as a going concern for a period of one year after the date that the financial statements are issued. Management’s plans to alleviate the conditions that raise substantial doubt include raising additional funding, earning milestone payments pursuant the Company’s Co-Development agreements, delaying certain research projects and capital expenditures and eliminating certain future operating expenses in order to fund operations at reduced levels for the Company to continue as a going concern for a period of 12 months from the date the financial statements are issued. Management has concluded the likelihood that its plan to obtain sufficient funding from one or more of these sources or adequately reduce expenditures will be successful, while reasonably possible, is

less than probable. Accordingly, the Company has concluded that substantial doubt exists about the Company's ability to continue as a going concern for a period of at least twelve months from the date of issuance of these consolidated financial statements.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and satisfaction of liabilities in the ordinary course of business. The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might result from the outcome of the uncertainties described above.

## **2. Summary of Significant Accounting Policies**

### **Basis of Presentation and Consolidation**

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Any reference in these notes to applicable guidance is meant to refer to the authoritative United States generally accepted accounting principles as found in the Accounting Standards Codification ("ASC") and Accounting Standards Updates ("ASU") of the Financial Accounting Standards Board ("FASB"). The Company's consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, T2 Biosystems Securities Corporation. All intercompany balances and transactions have been eliminated.

### **Use of Estimates**

The preparation of the Company's consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company utilizes certain estimates in the determination of the fair value of its stock options, as well as restricted stock units that have market conditions, deferred tax valuation allowances, revenue recognition, to record expenses relating to research and development contracts, accrued expenses, the fair value of a derivative liability and to classify the value of instrument raw material and work-in-process inventory between inventory and property and equipment. The Company bases its estimates on historical experience and other market-specific or other relevant assumptions that it believes to be reasonable under the circumstances. Actual results could differ from such estimates.

### **Segment Information**

Operating segments are defined as components of an enterprise about which separate discrete information is available for evaluation by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker is the Chief Executive Officer. The Company views its operations and manages its business in one operating segment, which is the business of developing and, upon regulatory clearance, launching commercially its diagnostic products aimed at lowering mortality rates, improving patient outcomes and reducing the cost of healthcare by helping medical professionals make targeted treatment decisions earlier.

### **Geographic Information**

The Company sells its products domestically and internationally. International sales to a single country did not exceed 10% of total revenue in any year. Total international sales were approximately \$2.2 million or 21% of total revenue in 2018, \$0.9 million or 19% of total revenue in 2017 and \$0.3 million or 7% of total revenue in 2016.

As of December 31, 2018 and 2017, the Company had outstanding receivables of \$0.9 million and \$0.1 million, respectively, from customers located outside of the U.S.

### **Off-Balance Sheet Risk and Concentrations of Risk**

The Company has no significant off-balance sheet risks, such as foreign exchange contracts, option contracts, or other foreign hedging arrangements. Cash and cash equivalents are financial instruments that potentially subject the Company to concentrations of credit risk. At December 31, 2018 and 2017, substantially all of the Company's cash was deposited in accounts at one financial institution, with a significant amount invested in money market funds that are invested in short-term U.S. government agency securities. The Company maintains its cash deposits, which at times may exceed the federally insured limits, with a large financial institution and, accordingly, the Company believes such funds are subject to minimal credit risk.

For the year ended December 31, 2018, the Company derived approximately 29% of its total revenue from one customer, 15% of its total revenue from a second customer, and 10% of its total revenue from a third customer. For the year ended December 31, 2017, the Company derived approximately 19% of its total revenue from one customer and 10% of its total revenue from a second customer. For the year ended December 31, 2016, the Company derived approximately 45% of its total revenue from one customer and 10% of its total revenue from a second customer.

The Company relies on single-source suppliers for some components and materials used in its products and product candidates. The Company has entered into supply agreements with most of our suppliers to help ensure component availability and flexible purchasing terms with respect to the purchase of such components. While the Company believes replacement suppliers exist for all components and materials obtained

from single sources, establishing additional or replacement suppliers for any of these components or materials, if required, may not be accomplished quickly. Even if the Company is able to find a replacement supplier, the replacement supplier would need to be qualified and may require additional regulatory authority approval, which could result in further delay. If third-party suppliers fail to deliver the required commercial quantities of materials on a timely basis and at commercially reasonable prices, and the Company is unable to find one or more replacement suppliers capable of production at a substantially equivalent cost in substantially equivalent volumes and quality on a timely basis, the continued commercialization of products, the supply of products to customers and the development of any future products would be delayed, limited or prevented, which could have an adverse impact on the business.

### Cash Equivalents

Cash equivalents include all highly liquid investments with original maturities of 90 days or less. Cash equivalents consist of money market funds invested in short-term U.S. government agency securities as of December 31, 2018 and 2017.

### Accounts Receivable

The Company's accounts receivable consists of amounts due from product sales to commercial customers and from research and development arrangements with partners. At each reporting period, management reviews all outstanding balances to determine if the facts and circumstances of each customer relationship indicate the need for a reserve. The Company does not require collateral and did not have an allowance for doubtful accounts at December 31, 2018 or 2017.

### Inventories

Inventories are stated at the lower of cost or net realizable value. The Company determines the cost of its inventories, which includes amounts related to materials, direct labor, and manufacturing overhead, on a first-in, first-out basis. The Company performs an assessment of the recoverability of capitalized inventory during each reporting period, and writes down any excess and obsolete inventories to their realizable value in the period in which the impairment is first identified. Shipping and handling costs incurred for inventory purchases are capitalized and recorded upon sale in cost of product revenues in the consolidated statements of operations and comprehensive loss or are included in the value of T2-owned instruments and components, a component of property and equipment, net, and depreciated.

The Company capitalizes inventories in preparation for sales of products when the related product candidates are considered to have a high likelihood of regulatory clearance, which for the T2Dx Instrument, T2Candida and T2Bacteria was upon the achievement of regulatory clearance, and the related costs are expected to be recoverable through sales of the inventories. In addition, the Company capitalizes inventories related to the manufacture of instruments that have a high likelihood of regulatory clearance, which for the T2Dx Instrument was upon the achievement of regulatory clearance, and will be retained as the Company's assets, upon determination that the instrument has alternative future uses. In determining whether or not to capitalize such inventories, the Company evaluates, among other factors, information regarding the product candidate's status of regulatory submissions and communications with regulatory authorities, the outlook for commercial sales and alternative future uses of the product candidate. Costs associated with development products prior to satisfying the inventory capitalization criteria are charged to research and development expense as incurred.

The Company classifies instruments that are Company-owned, as a component of property and equipment. Raw material and work-in-process inventories that are expected to be used to produce Company-owned instruments, based on our business model and forecast, are also classified as property and equipment. Company-owned instruments are instruments that are manufactured and placed with customers in connection with reagent rental agreements, or are used for internal purposes.

The components of inventory consist of the following (in thousands):

	December 31, 2018	December 31, 2017
Raw materials	\$ 639	\$ 539
Work-in-process	1,713	562
Finished goods	325	243
Total inventories, net	<u>\$ 2,677</u>	<u>\$ 1,344</u>

### Fair Value Measurements

The Company is required to disclose information on all assets and liabilities reported at fair value that enables an assessment of the inputs used in determining the reported fair values. ASC 820, *Fair Value Measurements and Disclosures* ("ASC 820"), establishes a hierarchy of inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the observable inputs be used when available.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants

would use in pricing the asset or liability, and are developed based on the best information available in the circumstances. The fair value hierarchy applies only to the valuation inputs used in determining the reported fair value of the investments and is not a measure of the investment credit quality. The hierarchy defines three levels of valuation inputs:

Level 1 — Quoted unadjusted prices for identical instruments in active markets.

Level 2 — Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-derived valuations in which all observable inputs and significant value drivers are observable in active markets.

Level 3 — Model derived valuations in which one or more significant inputs or significant value drivers are unobservable, including assumptions developed by the Company.

The fair value hierarchy prioritizes valuation inputs based on the observable nature of those inputs. Assets and liabilities measured at fair value are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires management to make judgments and consider factors specific to the asset or liability (Note 3).

For certain financial instruments, including accounts receivable, prepaid expenses and other current assets, accounts payable and accrued expenses, the carrying amounts approximate their fair values as of December 31, 2018 and 2017 because of their short-term nature. At December 31, 2018 and 2017, the carrying value of the Company's debt approximated fair value, which was determined using Level 3 inputs, using market quotes from brokers and is based on current rates offered for similar debt (Note 6).

### Property and Equipment

Property and equipment are recorded at cost and depreciated over their estimated useful lives using the straight-line method. Property and equipment, net, includes assets under capital leases. Property and equipment includes raw materials and work-in-process inventory that are expected to be used or used to produce T2-owned instruments based on the Company's business model and forecast, and finished instruments that will be used for internal research and development, clinical studies or reagent rental agreements with customers when. Completed T2-owned instruments are placed in service once installation procedures are completed. Construction in progress is primarily comprised of equipment that has not been placed in service. Repairs and maintenance costs are expensed as incurred, whereas major improvements are capitalized as additions to property and equipment.

### Revenue Recognition

The Company adopted ASC 606, *Revenue from Contracts with Customers* ("ASC 606") on January 1, 2018 using the modified retrospective method for all contracts not completed as of the date of adoption. For contracts that were modified before the effective date, the Company reflected the aggregate effect of all modifications when identifying performance obligations and allocating transaction price in accordance with practical expedient ASC 606-10-65-1-(f)-4. The reported results for 2018 reflect the application of ASC 606 guidance while the reported results for 2017 were prepared under the guidance of ASC 605, *Revenue Recognition* ("ASC 605" or "legacy GAAP"). The impact of ASC 606 on the year-ended December 31, 2018 was higher product revenue of \$0.5 million. The higher revenue is the result of recognizing consideration allocated to the instrument, upon shipment. Under ASC 605, no revenue would be recognized until installation was completed.

The Company generates revenue from the sale of instruments, consumable diagnostic tests, related services, reagent rental agreements and research and development agreements with third parties. Pursuant to ASC 606, revenue is recognized when a customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration the Company expects to be entitled to receive in exchange for these goods and services.

Once a contract is determined to be within the scope of ASC 606 at contract inception, the Company reviews the contract to determine which performance obligations the Company must deliver and which of these performance obligations are distinct. The Company recognizes as revenues the amount of the transaction price that is allocated to the respective performance obligation when the performance obligation is satisfied or as it is satisfied. Generally, the Company's performance obligations are transferred to customers at a point in time, typically upon shipment, or over time, as services are performed.

Most of the Company's contracts with customers contain multiple performance obligations. For these contracts, the Company accounts for individual performance obligations separately if they are distinct. The transaction price is allocated to the separate performance obligations on a relative standalone selling price basis. Excluded from the transaction price are sales tax and other similar taxes which are presented on a net basis.

Product revenue is generated by the sale of instruments and consumable diagnostic tests predominantly through the Company's direct sales force in the United States and distributors in geographic regions outside the United States. The Company does not offer product return or exchange rights (other than those relating to defective goods under warranty) or price protection allowances to its customers, including its distributors. Payment terms granted to distributors are the same as those granted to end-user customers and payments are not dependent upon the distributors' receipt of payment from their end-user customers. The Company either sells instruments to customers and international distributors, or retains title and places the instrument at the customer site pursuant to a reagent rental agreement. When an instrument is purchased by a

customer, the Company recognizes revenue when the related performance obligation is satisfied (i.e. when the control of an instrument has passed to the customer; typically, at shipping point). When the instrument is placed under a reagent rental agreement, the Company's customers generally agree to fixed term agreements, which can be extended, and incremental charges on each consumable diagnostic test purchased. Revenue from the sale of consumable diagnostic tests (under a reagent rental agreement) is recognized upon shipment. The transaction price from consumables purchases is allocated between the lease of the instrument (under a contingent rent methodology as provided for in ASC 840, *Leases*), and the consumables when related performance obligations are satisfied, as a component of lease and product revenue, and is included as Instrument Rentals in the below table. Revenue associated with reagent rental consumables purchases is currently classified as variable consideration and constrained until a purchase order is received and related performance obligations have been satisfied. Shipping and handling costs billed to customers in connection with a product sale are recorded as a component of the transaction price and allocated to product revenue in the consolidated statements of operations and comprehensive loss as they are incurred by the Company in fulfilling its performance obligations.

Direct sales of instruments include warranty, maintenance and technical support services typically for one year following the installation of the purchased instrument ("Maintenance Services"). Maintenance Services are separate performance obligations as they are service based warranties and are recognized on a straight-line basis over the service delivery period. After the completion of the initial Maintenance Services period, customers have the option to renew or extend the Maintenance Services typically for additional one year periods in exchange for additional consideration. The extended Maintenance Services are also service based warranties that represent separate purchasing decisions. The Company recognizes revenue allocated to the extended Maintenance Services performance obligation on a straight-line basis over the service delivery period.

The Company warrants that consumable diagnostic tests will be free from defects, when handled according to product specifications, for the stated life of the product. To fulfill valid warranty claims, the Company provides replacement product free of charge. Accordingly, the Company accrues warranty expense associated with the estimated defective rates of the consumable diagnostic tests.

Revenue earned from activities performed pursuant to research and development agreements is reported as research revenue in the consolidated statements of operations and comprehensive loss, and is recognized over time using an input method as the work is completed. The related costs are expensed as incurred as research and development expense. The timing of receipt of cash from the Company's research and development agreements generally differs from when revenue is recognized. Milestones are contingent on the occurrence of future events and are considered variable consideration being constrained until the Company believes a significant revenue reversal will not occur. Refer to Note 14 for further details regarding the Company's research and development arrangements.

#### *Disaggregation of Revenue*

The Company disaggregates revenue from contracts with customers by type of products and services, as it best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. The following table disaggregates our revenue by major source (in thousands):

	<b>Year ended, December 31, 2018</b>	
Product Revenue		
Instruments	\$	1,895
Consumables		2,387
Instrument Rentals		523
<b>Total Product Revenue</b>		<b>4,805</b>
Research Revenue		5,695
<b>Total Revenue</b>	<b>\$</b>	<b>10,500</b>

#### *Remaining Performance Obligations*

Remaining performance obligations represent the transaction price of firm orders for which work has not been performed or goods and services have not been delivered. As of December 31, 2018, the aggregate amount of transaction price allocated to remaining performance obligations for contracts with an original duration greater than one year was \$3.7 million. We do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed. The Company expects to recognize revenue on the remaining performance obligations over the next 2 years.

#### *Significant Judgments*

Our contracts with customers often include promises to transfer multiple products and services to a customer. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. Once we determine the performance obligations, the Company determines the transaction price, which includes estimating the amount of variable consideration, based on the most likely amount, to be included in the transaction price, if any. We then allocate the transaction price to each performance obligation in the contract based on a relative stand-alone selling price method. The corresponding revenue is recognized as the related performance obligations are satisfied as discussed in the revenue categories above.

Judgment is required to determine the standalone selling price for each distinct performance obligation. We determine standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, we estimate the standalone selling price taking into account available information such as market conditions and the expected costs and margin related to the performance obligations.

#### *Contract Assets and Liabilities*

The Company did not record any contract assets at December 31, 2018 and 2017.

The Company's contract liabilities consist of upfront payments for research and development contracts and Maintenance Services on instrument sales. We classify these contract liabilities in deferred revenue as current or noncurrent based on the timing of when we expect to recognize revenue. At December 31, 2018 and January 1, 2018, the Company had contract liabilities of \$0.6 million and \$1.7 million, respectively. Revenue recognized in the year-ended December 31, 2018 relating to contract liabilities at January 1, 2018 was \$1.7 million, and related to performance of research and development services and straight-line revenue recognition associated with maintenance agreements.

#### *Cost to Obtain and Fulfill a Contract*

The Company does not meet the recoverability criteria to capitalize costs to obtain or fulfill instrument purchases. Reagent rental agreements do not meet the recoverability criteria to capitalize costs to obtain the contracts and the costs to fulfill the contracts are under the scope of ASC 840. At the end of each reporting period, the Company assesses whether any circumstances have changed to meet the criteria for capitalization. The Company did not incur any expenses to obtain research and development agreements and costs to fulfill those contracts do not generate or enhance resources of the entity. As such, no costs to obtain or fulfill contracts have been capitalized at period end.

#### **Cost of Product Revenue**

Cost of product revenue includes the cost of materials, direct labor and manufacturing overhead costs used in the manufacture of consumable diagnostic tests sold to customers and related license and royalty fees. Cost of product revenue also includes depreciation on revenue generating T2Dx instruments that have been placed with customers under reagent rental agreements; costs of materials, direct labor and manufacturing overhead costs on the T2Dx instruments sold to customers; and other costs such as customer support costs, royalties and license fees, warranty and repair and maintenance expense on the T2Dx instruments that have been placed with customers under reagent rental agreements.

#### **Research and Development Costs**

Costs incurred in the research and development of the Company's product candidates are expensed as incurred. Research and development expenses consist of costs incurred in performing research and development activities, including activities associated with performing services under research revenue arrangements, costs associated with the manufacture of developed products and include salaries and benefits, stock compensation, research-related facility and overhead costs, laboratory supplies, equipment and contract services.

#### **Impairment of Long Lived Assets**

The Company reviews long-lived assets, including capitalized T2 owned instruments and components, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If indications of impairment exist, projected future undiscounted cash flows associated with the asset or asset group are compared to the carrying amount to determine whether the asset's value is recoverable. During this review, the Company reevaluates the significant assumptions used in determining the original cost and estimated lives of long-lived assets. Although the assumptions may vary from asset to asset, they generally include operating results, changes in the use of the asset, cash flows and other indicators of value. Management then determines whether the remaining useful life continues to be appropriate or whether there has been an impairment of long-lived assets based primarily upon whether expected future undiscounted cash flows are sufficient to support the assets' recovery. If impairment exists, the Company would adjust the carrying value of the asset to fair value, generally determined by a discounted cash flow analysis. If the carrying value of the asset exceeds such projected undiscounted cash flows, the asset will be written down to its estimated fair value.

#### **Comprehensive Loss**

Comprehensive loss is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Comprehensive loss consists of net loss and other comprehensive loss, which includes certain changes in equity that are excluded from net loss. The Company's comprehensive loss equals reported net loss for all periods presented.

## Stock-Based Compensation

The Company records stock-based compensation for options granted to employees and to members of the board of directors for their services on the board of directors, based on the grant date fair value of awards issued, and the expense is recorded on a straight-line basis over the requisite service period, which is generally four years. The Company accounts for non-employee stock-based compensation arrangements based upon the fair value of the consideration received or the equity instruments issued, whichever is more reliably measurable. The measurement date for non-employee awards is generally the date that the performance of services required for the non-employee award is complete. Stock-based compensation costs for non-employee awards is recognized as services are provided, which is generally the vesting period, on a straight-line basis.

The Company records the expense for stock option grants that vest upon achievement of performance-based milestones using the accelerated attribution method over the remaining service period when management determines that achievement of the performance-based milestone is probable. Management evaluates when the achievement of a performance-based milestone is probable based on the relative satisfaction of the performance conditions as of the reporting date.

The Company expenses restricted stock awards and restricted stock units based on the fair value of the award on the date of issuance, on a straight-line basis over the associated service period of the award.

The Company uses the Black-Scholes-Merton option pricing model to determine the fair value of stock options. The use of the Black-Scholes-Merton option-pricing model requires management to make assumptions with respect to the expected term of the option, the expected volatility of the common stock consistent with the expected life of the option, risk-free interest rates and expected dividend yields of the common stock. The expected term was determined according to the simplified method, which is the average of the vesting tranche dates and the contractual term. Due to the lack of company specific historical and implied volatility data resulting from the Company's limited public market trading history, prior to August 2018, the Company had based its estimate of expected volatility primarily on the historical volatility of a group of similar companies that are publicly traded. For these analyses, companies with comparable characteristics are selected, including enterprise value and position within the industry, and with historical share price information sufficient to meet the expected life of the stock-based awards. The Company computes the historical volatility data using the daily closing prices for the selected companies' shares during the equivalent period of the calculated expected term of its stock-based awards. As of August 2018, the Company determined that a sufficient amount of historical information regarding the volatility of its stock price was available and estimated expected volatility based on the historical volatility of the Company's stock using the daily closing prices. The risk-free interest rate is determined by reference to U.S. Treasury zero-coupon issues with remaining maturities similar to the expected term of the options. The Company has not paid, and does not anticipate paying, cash dividends on shares of common stock; therefore, the expected dividend yield is assumed to be zero. The Company has elected an accounting policy to estimate forfeitures at the time of grant and revise those estimates in subsequent periods if actual forfeitures differ from those estimates.

The Company uses a Monte Carlo simulation to determine the fair value of restricted stock units with market conditions on the date of grant. The compensation cost for restricted stock units with market conditions is being recorded over the derived service period. If a market condition is achieved prior to completion of the derived service period, the remaining compensation cost will be recognized immediately. Refer to Note 8 for further details on the Company's stock-based compensation plan.

## Income Taxes

The Company provides for income taxes using the liability method. The Company provides deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the Company's financial statement carrying amounts and the tax basis of assets and liabilities using enacted tax rates expected to be in effect in the years in which the differences are expected to reverse. A valuation allowance is provided to reduce the deferred tax assets to the amount that will more likely than not be realized.

The Company applies ASC 740 *Income Taxes* ("ASC 740") in accounting for uncertainty in income taxes. The Company does not have any material uncertain tax positions for which reserves would be required. The Company will recognize interest and penalties related to uncertain tax positions, if any, in income tax expense.

The Tax Cuts and Jobs Act ("the Act") was enacted on December 22, 2017. The Act reduces the US federal corporate tax rate from 35% to 21%, requires companies to pay a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred and creates new taxes on certain foreign sourced earnings. On December 22, 2017, the Securities and Exchange Commission (the "SEC") issued guidance under Staff Accounting Bulletin No. 118, *Income Tax Accounting Implications of the Tax Cuts and Jobs Act* ("SAB 118") directing taxpayers to consider the impact of the U.S. legislation as "provisional" when it does not have the necessary information available, prepared or analyzed (including computations) in reasonable detail to complete its accounting for the change in tax law. As of December 31, 2017, we recognized a provisional amount of \$0 for the transition tax. For the year ended December 31, 2018, we recognized no transition tax, have remeasured deferred taxes, and included our reassessment of uncertain tax positions and valuation allowances. We consider the accounting related to the Act to be final.



## Guarantees

As permitted under Delaware law, the Company indemnifies its officers and directors for certain events or occurrences while each such officer or director is, or was, serving at the Company's request in such capacity. The term of the indemnification is the officer's or director's lifetime. The maximum potential amount of future payments the Company could be required to make is unlimited; however, the Company has directors' and officers' liability insurance coverage that limits its exposure and enables the Company to recover a portion of any future amounts paid.

The Company leases office, laboratory and manufacturing space under noncancelable operating leases. The Company has standard indemnification arrangements under the leases that require it to indemnify the landlords against all costs, expenses, fines, suits, claims, demands, liabilities, and actions directly resulting from any breach, violation or nonperformance of any covenant or condition of the Company's leases.

In the ordinary course of business, the Company enters into indemnification agreements with certain suppliers and business partners where the Company has certain indemnification obligations limited to the costs, expenses, fines, suits, claims, demands, liabilities and actions directly resulting from the Company's gross negligence or willful misconduct, and in certain instances, breaches, violations or nonperformance of covenants or conditions under the agreements.

As of December 31, 2018 and 2017, the Company had not experienced any material losses related to these indemnification obligations, and no material claims with respect thereto were outstanding. The Company does not expect significant claims related to these indemnification obligations and, consequently, concluded that the fair value of these obligations is negligible, and no related reserves were established.

## Net Loss Per Share

Basic net loss per share is calculated by dividing net loss by the weighted-average number of shares of common stock outstanding during the period, without consideration for common stock equivalents. Diluted net loss per share is calculated by adjusting the weighted-average number of shares outstanding for the dilutive effect of common stock equivalents outstanding for the period, determined using the treasury-stock method. For purposes of the diluted net loss per share calculation, stock options, unvested restricted stock and restricted stock contingently issuable upon achievement of certain market conditions are considered to be common stock equivalents, but have been excluded from the calculation of diluted net loss per share, as their effect would be anti-dilutive for all periods presented. Therefore, basic and diluted net loss per share applicable to common stockholders was the same for all periods presented.

## Recent Accounting Standards

From time to time, new accounting pronouncements are issued by the FASB or other standard setting bodies and adopted by the Company as of the specified effective date. Unless otherwise discussed, the Company believes that the impact of recently issued standards that are not yet effective will not have a material impact on its financial position or results of operations upon adoption.

### *Accounting Standards Adopted*

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments* ("ASC 2016-15"), which provides guidance on the classification of certain specific cash flow issues including debt prepayment or extinguishment costs, settlement of certain debt instruments, contingent consideration payments made after a business combination, proceeds from the settlement of certain insurance claims and distributions received from equity method investees. The standard requires the use of a retrospective approach to all periods presented, but may be applied prospectively if retrospective application would be impracticable. The guidance is effective for public entities for fiscal years beginning after December 15, 2017, and interim periods within those years, and early application is permitted. The Company has adopted ASU 2016-15 retrospectively and has presented the statement of cash flows in accordance with this guidance. The adoption of ASU 2016-15 did not have a material impact on the consolidated financial statements.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash* ("ASU 2016-18"), which requires that a statement of cash flows explains the change in the total of cash, cash equivalents and restricted cash during the period. Amounts described as restricted cash should be included with cash and cash equivalents when reconciling the beginning of period and end of period amounts shown on the statement of cash flows. The Company has reflected restricted cash with cash and cash equivalents when reconciling the beginning and end of period amounts shown on the statement of cash flows in accordance with ASU 2016-18. The adoption of ASU 2016-18 did not have a material impact on the consolidated financial statements.

In June 2014, the FASB issued amended guidance, ASU No. 2014-09, *Revenue from Contracts with Customers* ("ASU 2014-09"), which is applicable to revenue recognition that will now be effective for the Company for the year ending December 31, 2018, as a result of the deferral of the effective date adopted by the FASB in July 2015. The new guidance must be adopted using either a full retrospective approach for all periods presented or a modified retrospective approach. Early adoption prior to the original adoption date of ASU 2014-09 is not permitted. The new guidance applies a more principles-based approach to revenue recognition. The Company adopted ASU 2014-09 on January 1, 2018 using the modified retrospective method for all contracts not completed as of the date of adoption. For contracts that were modified before the effective date, the Company reflected the aggregate effect of all modifications when identifying performance obligations and allocating transaction price, which did not have a material effect on the adjustment to accumulated deficit. The reported results for 2018 reflect the application of ASU 2014-09 guidance while the reported results for 2017 were prepared under the guidance of ASC 605, *Revenue Recognition*. The adoption of ASC

606 on January 1, 2018 resulted in a \$0.1 million adjustment to the opening accumulated deficit as of January 1, 2018 due to higher revenue recognition for a Co-Development Agreement under ASC 606.

#### Accounting Standards Issued, Not Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* in order to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet for those leases classified as operating leases under previous generally accepted accounting principles. ASU 2016-02 requires a lessee to recognize a liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term on the balance sheet. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018 (including interim periods within those periods) and early adoption is permitted. In August 2018, the FASB issued ASU 2018-11, *Targeted Improvements to ASC 842*, which provides a new transition option in which an entity initially applies ASU 2016-02 at the adoption date and recognizes a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. Prior period comparative balances will not be adjusted. The Company will use the new transition option and will be also utilizing the package of practical expedients that allows it to not reassess: (1) whether any expired or existing contracts are or contain leases, (2) lease classification for any expired or existing leases, and (3) initial direct costs for any existing leases. The Company will also use the short-term lease exception for leases with a term of twelve months or less. Additionally, the Company will use the practical expedient that allows us to treat each separate lease component of a contract and its associated non-lease components as a single lease component. The Company has identified approximately ten leasing arrangements in which it is a lessee and estimates the impact on the consolidated balance sheet to be approximately \$4.8 million to \$5.6 million. The Company is continuing to evaluate the incremental borrowing rate used in the preliminary estimate and the final amount record could differ immaterially from this range. There will be no adjustment recognized through retained earnings as a result of adoption. The Company will adopt ASU 2016-02 effective January 1, 2019, and is continuing to evaluate the impact of adoption on these consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation-Stock Compensation: Improvements to Nonemployee Share-Based Payment Accounting* (“ASU 2018-07”), which expands the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees. This amendment applies to all share-based payment transactions in which a grantor acquires goods or services to be used or consumed in a grantor’s own operations by issuing share-based payment awards. The Company will adopt ASU 2018-18, effective as of January 1, 2019.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement* (“ASU 2018-13”), which eliminates, adds and modifies certain disclosure requirements for fair value measurements. The amendment is effective for interim and annual reporting periods beginning after December 15, 2019.

In November 2018, the FASB issued ASU No. 2018-18, *Collaborative Arrangements* (“ASU 2018-18”), which clarifies the interaction between ASC 808, *Collaborative Arrangements* and ASC 606, *Revenue from Contracts with Customers*. Certain transactions between participants in a collaborative arrangement should be accounted for under ASC 606 when the counterparty is a customer. In addition, ASU 2018-18 precludes an entity from presenting consideration from a transaction in a collaborative arrangement as revenue if the counterparty is not a customer for that transaction. ASU 2018-18 should be applied retrospectively to the date of initial application of ASC 606. This guidance is effective for interim and fiscal periods beginning after December 15, 2019.

### 3. Fair Value Measurements

The Company measures the following financial assets at fair value on a recurring basis. There were no transfers between levels of the fair value hierarchy during any of the periods presented. The following tables set forth the Company’s financial assets and liabilities carried at fair value categorized using the lowest level of input applicable to each financial instrument as of December 31, 2018 and 2017 (in thousands):

	Balance at December 31, 2018	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash	\$ 6,868	\$ 6,868	\$ —	\$ —
Money market funds	43,937	43,937	—	—
Restricted cash	180	180	—	—
	<u>\$ 50,985</u>	<u>\$ 50,985</u>	<u>\$ —</u>	<u>\$ —</u>
<b>Liabilities:</b>				
Derivative liability	\$ 2,142	\$ —	\$ —	\$ 2,142
	<u>\$ 2,142</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,142</u>

	Balance at December 31, 2017	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash	\$ 3,463	\$ 3,463	\$ —	\$ —
Money market funds	38,336	38,336	—	—
Restricted cash	260	260	—	—
	<u>\$ 42,059</u>	<u>\$ 42,059</u>	<u>\$ —</u>	<u>\$ —</u>
<b>Liabilities:</b>				
Derivative liability	\$ 2,238	\$ —	\$ —	\$ 2,238
	<u>\$ 2,238</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,238</u>

The Company's Term Loan Agreement with CRG (Note 6) contains certain provisions that change the underlying cash flows of the debt instrument, including an interest-only period dependent on the achievement of receiving 510(k) clearance for the marketing of T2Bacteria by the FDA by a certain date (the "Approval Milestone"), which originally was April 30, 2018, and acceleration of the obligations under the Term Loan Agreement under an event of default. In addition, under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. The Company concluded that these features are not clearly and closely related to the host instrument, and represent a single compound derivative that is required to be re-measured at fair value on a quarterly basis.

During the fourth quarter of 2017, the Company received communication from the FDA that suggested the approval timeline of T2Bacteria could be longer than the Company initially anticipated. The delay resulted in an increase in the probability of not achieving the Approval Milestone by April 30, 2018, as well as an increase in the probability of the payment of contingent interest in future periods, based on the contractual payments that exist as of December 31, 2017. At December 31, 2017, the Company recorded a derivative liability related to the Company's Term Loan Agreement with CRG of \$2.2 million. The estimated fair value of the derivative liability was determined using a probability-weighted discounted cash flow model that includes principal and interest payments under the following scenarios: FDA approval by April 30, 2018 (40%), FDA approval after April 30, 2018 (20%) and no FDA approval (40%).

In March 2018, the Term Loan Agreement was amended to extend the Approval Milestone to June 30, 2018, which was achieved in May 2018, the additional \$10.0 million funding through September 27, 2018, and reduce the fiscal year 2018 product revenue target to \$7.0 million. The fair value of the derivative at December 31, 2018 is \$2.1 million. The estimated fair value of the derivative was determined using a probability-weighted discounted cash flow model that includes contingent interest payments under the following scenarios: 4% contingent interest beginning in 2020 (70%) and 4% contingent interest beginning in 2021 (30%). Should the Company's assessment of these probabilities change, including amendments of certain revenue targets, there could be a change to the fair value of the derivative liability.

The following table provides a roll-forward of the fair value of the derivative liability (in thousands):

Balance at December 31, 2017	\$ 2,238
Change in fair value of derivative liability, recorded as interest expense	(96)
Balance at December 31, 2018	<u>\$ 2,142</u>

#### 4. Restricted Cash

The Company is required to maintain a security deposit for its operating lease agreement for the duration of the lease agreement and for its credit cards as long as they are in place. At December 31, 2018 and December 31, 2017, the Company had certificates of deposit for \$180,000 and \$260,000, respectively, which represented collateral as security deposits for its operating lease agreement for its facility and its credit cards. The \$80,000 change is classified as unrestricted cash at December 31, 2018.

## 5. Supplemental Balance Sheet Information

### Property and Equipment

Property and equipment consists of the following (in thousands)

	Estimated Useful Life (Years)	December 31, 2018	December 31, 2017
Office and computer equipment	3	\$ 409	\$ 409
Software	3	751	743
Laboratory equipment	5	4,636	4,224
Furniture	5-7	200	200
Manufacturing equipment	5	695	910
Manufacturing tooling and molds	0.5	255	255
T2-owned instruments and components	5	6,796	7,370
Leasehold improvements	Lesser of useful life or lease term	3,437	3,437
Construction in progress	n/a	1,443	1,591
		18,622	19,139
Less accumulated depreciation and amortization		(11,307)	(9,124)
Property and equipment, net		<u>\$ 7,315</u>	<u>\$ 10,015</u>

Construction in progress is primarily comprised of equipment that has not been placed in service. T2-owned instruments and components is comprised of raw materials and work-in-process inventory that are expected to be used or used to produce T2-owned instruments, based on the Company's business model and forecast, and completed instruments that will be used for internal research and development, clinical studies or reagent rental agreements with customers. Included within property and equipment, net, are assets under capital leases. At December 31, 2018, there were \$0.3 million of raw materials and work-in-process inventory in T2-owned instruments and components compared to \$0.5 million at December 31, 2017. Completed T2-owned instruments are placed in service once installation procedures are completed and are depreciated over five years. Depreciation expense for T2-owned instruments placed at customer sites pursuant to reagent rental agreements is recorded as a component of cost of product revenue and totaled \$1.0 million for each of the years ended December 31, 2018 and December 31, 2017. Depreciation expense for T2-owned instruments used for internal research and development is recorded as a component of research and development expense.

Depreciation and amortization expense of \$2.4 million, \$2.9 million and \$2.3 million was charged to operations for the years ended December 31, 2018, 2017 and 2016, respectively.

Total property and equipment, gross, included \$3.6 million and \$4.3 million for property and equipment recorded under capital leases as of December 31, 2018 and 2017, respectively. Accumulated depreciation and amortization included \$2.6 million and \$1.8 million for property and equipment recorded under capital leases as of December 31, 2018 and 2017, respectively.

During the fourth quarter of 2017, the Company received communication from the FDA that suggested the approval timeline for T2Bacteria would be longer than the Company initially anticipated. The Company assessed the recoverability of T2-owned instruments based on delayed T2Bacteria cash flows and recorded an impairment charge of \$2.6 million, related to T2-owned instruments and components. The fair value used in the impairment calculation was based on the best estimated selling price of the underlying T2-owned instruments, less the estimated cost to sell the instruments. During the year-ended December 31, 2018, the Company recorded a \$0.7 million impairment charge, in the cost of product revenue. The impairment charge related to manufacturing equipment for the Candida 1.0 cartridge, which was replaced by the Candida 1.1 cartridge, and version 1.0 T2-owned instruments, which will not be utilized by the Company going forward.

### Accrued Expenses

Accrued expenses consist of the following (in thousands):

	December 31, 2018	December 31, 2017
Accrued payroll and compensation	\$ 2,940	\$ 2,793
Accrued research and development expenses	359	818
Accrued professional services	576	1,018
Other accrued expenses	2,198	1,589
Total accrued expenses and other current liabilities	<u>\$ 6,073</u>	<u>\$ 6,218</u>

At December 31, 2018 and December 31, 2017, the Company classified \$1.4 million and \$0.6 million, respectively, related to a fee associated with the Company's Term Loan Agreement (Note 6), as other accrued expenses in the table above to match the current classification of the associated debt.

## 6. Notes Payable

Future principal payments on the notes payable as of December 31, 2018 are as follows (in thousands):

Year ended December 31,	
2019	\$ 47,362
2020	-
2021	-
2022	-
2023	-
Total before unamortized discount and issuance costs	47,362
Less: paid-in-kind interest	(3,170)
Less: unamortized discount and issuance costs	(1,819)
Total notes payable	\$ 42,373

The Term Loan Agreement with CRG is classified as a current liability on the balance sheet at December 31, 2018, based on the Company's consideration of the probability of violating a minimum liquidity covenant included in the Term Loan Agreement. The Term Loan Agreement includes a subjective acceleration clause whereby an event of default, including a material adverse change in the business, operations, or conditions (financial or otherwise), could result in the acceleration of the obligations under the Term Loan Agreement. The contractual terms of the agreement require principal payments of \$23.2 million, and \$23.2 million during the years ended December 31, 2021 and 2022, respectively.

### Term Loan Agreement

In December 2016, the Company entered into a Term Loan Agreement (the "Term Loan Agreement") with CRG. The Company borrowed \$40.0 million pursuant to the Term Loan Agreement and could borrow up to an additional \$10.0 million at any time through and including July 27, 2018, provided that, among other conditions, the Company receives 510(k) clearance for the marketing of T2Bacteria™ by the U.S. Food and Drug Administration ("FDA") by a certain date (the "Approval Milestone"), which was originally April 30, 2018. The Term Loan Agreement has a six-year term with three years (through December 30, 2019) of interest-only payments, which period shall be extended to four years (through December 30, 2020) if the Company achieves the Approval Milestone, after which quarterly principal and interest payments will be due through the December 30, 2022 maturity date. Interest on the amounts borrowed under the Term Loan Agreement accrues at an annual fixed rate of (a) prior to the Approval Milestone, 12.50%, 4.0% of which may be deferred during the interest-only period by adding such amount to the aggregate principal loan amount and (b) following the Approval Milestone, 11.50%, 3.5% of which may be deferred during the interest-only period by adding such amount to the aggregate principal loan amount. In addition, if the Company achieves certain financial performance metrics, the loan will convert to interest-only until the December 30, 2022 maturity, at which time all unpaid principal and accrued unpaid interest will be due and payable. The Company is required to pay CRG a financing fee based on the loan principal amount drawn. The Company is also required to pay a final payment fee of 8% of the principal outstanding upon repayment. The Company is accruing the final payment fee as interest expense and it is included as a current liability on the balance sheet at December 31, 2018 and 2017.

The Company may prepay all or a portion of the outstanding principal and accrued unpaid interest under the Term Loan Agreement at any time upon prior notice subject to a certain prepayment fee during the first five years of the term and no prepayment fee thereafter. As security for its obligations under the Term Loan Agreement the Company entered into a security agreement with CRG whereby the Company granted a lien on substantially all of its assets, including intellectual property. The Term Loan Agreement also contains customary affirmative and negative covenants for a credit facility of this size and type, including a requirement to maintain a minimum cash balance. The Term Loan Agreement also requires the Company to achieve certain revenue targets, whereby the Company is required to pay double the amount of any shortfall as an acceleration of principal payments. On December 18, 2017, the Term Loan Agreement was amended and the 2017 minimum revenue target was reduced to \$3.0 million from \$5.0 million. In March 2018, the Term Loan Agreement was amended to extend the Approval Milestone to June 30, 2018, extend the additional \$10.0 million funding through September 27, 2018 and reduce the fiscal year 2018 product revenue target to \$7.0 million. In May 2018, the Company achieved the Approval Milestone by obtaining market clearance from the U.S. Food and Drug Administration ("FDA") for T2Bacteria. In March 2019, the Term Loan Agreement was amended to reduce the 2019 minimum revenue target to \$9.0 million and delete the 2018 revenue covenant. In exchange for the amendment, the Company agreed to reset the strike price of the warrants, issued in connection with the Term Loan Agreement, from \$8.06 per share to \$4.35 per share. The Term Loan Agreement includes a subjective acceleration clause whereby an event of default, including a material adverse change in the business, operations, or conditions (financial or otherwise), could result in the acceleration of the obligations under the Term Loan Agreement. Under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. CRG has not exercised its right under this clause, as there have been no such events. The Company believes the likelihood of CRG exercising this right is remote.

The Company assessed the terms and features of the Term Loan Agreement, including the interest-only period dependent on the achievement of the Approval Milestone and the acceleration of the obligations under the Term Loan Agreement under an event of default, of the

Term Loan Agreement in order to identify any potential embedded features that would require bifurcation. In addition, under certain circumstances, a default interest rate of an additional 4.0% per annum will apply at the election of CRG on all outstanding obligations during the occurrence and continuance of an event of default. The Company concluded that the features of the Term Loan Agreement are not clearly and closely related to the host instrument, and represent a single compound derivative that is required to be re-measured at fair value on a quarterly basis.

During the fourth quarter of 2017, the Company received communication from the FDA that suggested the approval timeline of T2Bacteria would be longer than the Company initially anticipated. The delay resulted in an increase in the probability of not achieving the Approval Milestone by April 30, 2018, as well an increase in the probability of the payment of contingent interest in future periods, based on the contractual payments requirements that exist as of December 31, 2017. At December 31, 2017, the Company recorded a derivative liability related to the Company's Term Loan Agreement with CRG of \$2.2 million. The fair value of the derivative at December 31, 2018 is \$2.1 million. The Company classified the derivative liability as accrued expenses and other current liabilities on the balance sheet at December 31, 2018 and 2017 to match the classification of the related Term Loan Agreement.

In December 2016, pursuant to the Term Loan Agreement, the Company made an initial draw of \$39.2 million, net of financing fees. The Company used approximately \$28.0 million of the initial proceeds to repay approximately \$28.0 million of outstanding debt. Upon the repayment of all amounts owed by the Company related to debt outstanding prior to the Term Loan Agreement, all commitments related to prior debt terminated and all security interests granted by the Company were released.

In connection with the Term Loan Agreement entered into in December 2016, the Company issued to CRG warrants to purchase a total of 528,958 shares of the Company's common stock. The warrants are exercisable any time prior to December 30, 2026 at a price of \$4.35 per share, with typical provisions for termination upon a change of control or sale of all or substantially all of our assets. The strike price was reduced, by a March 2019 amendment, from an original strike price of \$8.06 per share. The warrants are classified within shareholders' equity, and the proceeds were allocated between the debt and warrants based on their relative fair value. The fair value of the warrants at December 30, 2016 was \$1.8 million.

#### *Equipment Lease Credit Facility*

In October 2015, the Company signed the \$10.0 million Credit Facility (the "Credit Facility") with Essex Capital Corporation ("Essex") to fund capital equipment needs. As one of the conditions of the Term Loan Agreement, the Credit Facility is capped at a maximum of \$5.0 million. Under the Credit Facility, Essex will fund capital equipment purchases presented by the Company. The Company will repay the amounts borrowed in 36 equal monthly installments from the date of the amount funded. At the end of the 36 month lease term, the Company has the option to (a) repurchase the leased equipment at the lesser of fair market value or 10% of the original equipment value, (b) extend the applicable lease for a specified period of time, which will not be less than one year, or (c) return the leased equipment to the Lessor.

In April 2016 and June 2016, the Company completed the first two draws under the Credit Facility of \$2.1 million and \$2.5 million, respectively. The Company will make monthly payments of \$67,000 under the first draw and \$79,000 under the second draw. The borrowings under the Credit Facility are treated as capital leases and are included in property and equipment on the balance sheet. The amortization of the assets conveyed under the Credit Facility is included as a component of depreciation expense.

## **7. Stockholders' Equity**

### *Common Stock*

Each share of common stock is entitled to one vote. The holders of common stock are also entitled to receive dividends whenever funds are legally available and when declared by the board of directors, subject to the prior rights of holders of all classes of stock outstanding. The Company authorized 200,000,000 shares of common stock, \$0.001 par value per share, of which 44,175,441 and 35,948,900 were outstanding as of December 31, 2018 and 2017, respectively. As of December 31, 2018, a total of 4,241,833 shares, 1,254,924 shares, and 528,958 shares of common stock were reserved for issuance upon (i) the exercise of outstanding stock options, (ii) the issuance of stock awards, and (iii) the exercise of warrants, respectively, under the Company's 2014 Incentive Award Plan, Inducement Award Plan, and 2014 Employee Stock Purchase Plan.

### *Private Investment in Public Equity Financing*

On September 21, 2016, Canon U.S.A., Inc. ("Canon") became a related party when the Company sold 6,055,341 shares of its common stock (the "Canon Shares") to Canon at \$6.56 per share, the closing price on this date, for an aggregate cash purchase price of \$39.7 million. As of September 21, 2016, the Canon Shares represented 19.9% of the outstanding shares of common stock of the Company. In connection with the sales of the Canon Shares, the Company agreed to grant Canon certain board designation rights, including the right to initially appoint a Class I director to the Company's board of directors. On March 20, 2017, the Company filed with the SEC a registration statement on Form S-3 for purposes of registering the resale of the Canon Shares with the SEC.

### *Public Offering*

On September 15, 2017, the Company sold 5,031,250 shares of its common stock in a public offering at \$4.00 per share, for an aggregate gross cash purchase price of \$20.1 million, resulting in net proceeds of \$18.8 million after underwriters discount and expenses.

On June 4, 2018, the Company sold 7,015,000 shares of its common stock in a public offering at \$7.50 per share, for an aggregate gross cash purchase price of \$52.6 million, resulting in net proceeds of \$49.2 million after underwriters discount and expenses.

## **8. Stock-Based Compensation**

### **Stock Incentive Plans**

#### *2006 Stock Incentive Plan*

The Company's 2006 Stock Option Plan (the "2006 Plan") was established for granting stock incentive awards to directors, officers, employees and consultants to the Company. Upon closing of the Company's Initial Public Offering ("IPO") in August 2014, the Company ceased granting stock incentive awards under the 2006 Plan. The 2006 Plan provided for the grant of incentive and non-qualified stock options and restricted stock grants as determined by the Board of Directors. Under the 2006 Plan, stock options were generally granted with exercise prices equal to or greater than the fair value of the common stock as determined by the board of directors, expired no later than 10 years from the date of grant, and vest over various periods not exceeding 4 years.

#### *2014 Stock Incentive Plan*

The Company's 2014 Plan (the "2014 Plan" and, together with the 2006 Plan, the "Stock Incentive Plans") provides for the issuance of shares of common stock in the form of stock options, awards of restricted stock, awards of restricted stock unit awards, performance awards, dividend equivalent awards, stock payment awards and stock appreciation rights to directors, officers, employees and consultants of the Company. Since the establishment of the 2014 Plan, the Company has only granted stock options and restricted stock units. Generally, stock options are granted with exercise prices equal to or greater than the fair value of the common stock on the date of grant, expire no later than 10 years from the date of grant, and vest over various periods not exceeding 4 years.

The number of shares reserved for future issuance under the 2014 Plan is the sum of (1) 823,529, (2) any shares that were granted under the 2006 Plan which are forfeited, lapse unexercised or are settled in cash subsequent to the effective date of the 2014 Plan and (3) an annual increase on the first day of each calendar year beginning January 1, 2015 and ending on January 1, 2024, equal to the lesser of (A) 4% of the shares outstanding on the final day of the immediately preceding calendar year and (B) such smaller number of shares determined by the Board of Directors. As of December 31, 2018, there were 693,605 shares available for future grant under the Stock Incentive Plans.

#### *Inducement Award Plan*

The Company's Amended and Restated Inducement Award Plan ("Inducement Plan"), which was adopted in March 2018 and amended and restated in February 2019, provides for the granting of equity awards to new employees, which includes options, restricted stock awards, restricted stock units, performance awards, dividend equivalent awards, stock payment awards and stock appreciation rights. The aggregate number of shares of common stock which may be issued or transferred pursuant to awards under the Inducement Plan is 1,625,000 shares. Any awards that forfeit, expire, lapse, or are settled for cash without the delivery of shares to the holder are available for the grant of an award under the Inducement Plan. Any shares repurchased by or surrendered to the Company that are returned shall be available for grant of an award under the Inducement Plan. The payment of dividend equivalents in cash in conjunction with any outstanding award shall not be counted against the shares available for issuance under the Inducement Plan. As of December 31, 2018, there were 193,750 shares available for future grant under the Inducement Plan.

### **Stock Options**

During the years ended December 31, 2018, 2017, and 2016, the Company granted options with an aggregate fair value of \$5.8 million, \$2.7 million, and \$7.0 million, respectively, which are being amortized into compensation expense over the vesting period of the options as the services are being provided.

The following is a summary of option activity under the Stock Incentive Plans and Inducement Plan (in thousands, except share and per share amounts):

	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (In years)	Aggregate Intrinsic Value
Outstanding at December 31, 2017	3,785,083	\$ 7.31	6.88	\$ 1,989
Granted	1,628,000	5.64		
Exercised	(423,185)	3.72		1,404
Forfeited	(629,789)	6.47		
Canceled	(118,276)	13.36		
Outstanding at December 31, 2018	4,241,833	6.98	7.02	471
Exercisable at December 31, 2018	2,425,863	7.78	5.59	469
Vested or expected to vest at December 31, 2018	3,830,034	\$ 7.12	6.79	\$ 470

Included in the stock options outstanding at December 31, 2017 are 106,066 performance based options, which were forfeited during the year-ended December 31, 2018 as the performance conditions were not achieved.

The weighted-average fair values of options granted in the years ended December 31, 2018, 2017, and 2016 were \$3.54, \$2.95, and \$4.68 per share, respectively, and were calculated using the following estimated assumptions:

	Year ended December 31,		
	2018	2017	2016
Weighted-average risk-free interest rate	2.67%	1.99%	1.42%
Expected dividend yield	0.00%	0.00%	0.00%
Expected volatility	68%	60%	61%
Expected terms	6.0 years	6.0 years	6.0 years

The total fair values of stock options that vested during the years ended December 31, 2018, 2017, and 2016 were \$3.0 million, \$3.5 million, and \$4.9 million, respectively.

As of December 31, 2018, there was \$6.2 million of total unrecognized compensation cost related to non-vested stock options granted under the Stock Incentive Plans. Total unrecognized compensation cost will be adjusted for future changes in the estimated forfeiture rate. The Company expects to recognize that cost over a remaining weighted-average period of 2.8 years as of December 31, 2018.

#### Restricted Stock Units

During the year ended December 31, 2018, the Company awarded shares of restricted stock units to certain employees at no cost to them, which cannot be sold, assigned, transferred or pledged during the restriction period. The restricted stock units vest through the passage of time, assuming continued employment. Restricted stock units are not included in issued and outstanding common stock until the shares are vested and released. During the year ended December 31, 2018, 73,172 restricted stock units vested but were not reflected as outstanding shares at December 31, 2018 due to a deferred release date. The fair value of the award at the time of the grant is expensed on a straight line basis. The granted restricted stock units had an aggregate fair value of \$6.8 million, which are being amortized into compensation expense over the vesting period of the restricted stock units as the services are being provided.

Included in the restricted stock units granted during the year ended December 31, 2018 are 1,224,090 restricted stock units with market conditions, which vest upon the achievement of stock price targets. The compensation cost for restricted stock units with market conditions is being recorded over the derived service period and was \$4.5 million for the year ended December 31, 2018. During the year ended December 31, 2018, 294,775 restricted stock units with market conditions vested upon achievement of a stock price target causing acceleration of the remaining expense for these units.



The following is a summary of restricted stock unit activity under the 2014 Plan (in thousands, except share and per share amounts):

	Number of Shares	Weighted-Average Grant Date Fair Value
Nonvested at December 31, 2017	606,497	\$ 5.23
Granted	1,316,190	5.17
Vested	(647,594)	5.41
Forfeited	(76,459)	5.64
Canceled	—	—
Nonvested at December 31, 2018	<u>1,198,634</u>	\$ 5.04

During the year ended December 31, 2018, 647,594 restricted stock units vested and 14,803 shares were withheld to cover employee tax. Included in the issuance of common stock from vesting of restricted stock, exercise of stock options and employee stock purchase plan on the Consolidated Statements of Stockholders' Equity, for the year ended December 31, 2018, are 55,414 shares issued to certain members of senior management in lieu of a 2017 cash bonus. The Company recorded the difference between the 2017 bonus expense and the fair value of the shares issued, on the date of issuance, as stock compensation expense in the year ended December 31, 2018.

As of December 31, 2018, there was \$2.4 million of total unrecognized compensation cost related to non-vested restricted stock units granted under the 2014 Plan. Total unrecognized compensation cost will be adjusted for future changes in the estimated forfeiture rate. The Company expects to recognize that cost over a remaining weighted-average period of 0.6 years as of December 31, 2018.

#### Employee Stock Purchase Plan

The 2014 Employee Stock Purchase Plan (the "2014 ESPP") period is semi-annual and allows participants to purchase the Company's common stock at 85% of the lower of (i) the market value per share of common stock on the first day of the offering period or (ii) the market value per share of the common stock on the purchase date. Each participant can purchase up to a maximum of \$25,000 per calendar year in fair market value. The first plan period began on August 7, 2014. Stock-based compensation expense from the 2014 ESPP for the years ended December 31, 2018, 2017 and 2016 was approximately \$0.4 million, \$0.2 million and \$0.3 million, respectively.

The fair value of the purchase rights granted under this plan was estimated on the date of grant and uses the following weighted-average assumptions, which were derived in a manner similar to those discussed in Note 2 relative to stock options:

	Year ended December 31,		
	2018	2017	2016
Weighted-average risk-free interest rate	2.24%	1.03%	0.50%
Expected dividend yield	0.00%	0.00%	0.00%
Expected volatility	70%	68%	67%
Expected terms	0.5 years	0.5 years	0.5 years

The 2014 ESPP provides initially for the granting of up to 220,588 shares of the Company's common stock to eligible employees. In addition, on the first day of each calendar year beginning January 1, 2015 and ending on January 1, 2024, the number of common shares available under the 2014 ESPP shall be increased by the number of shares equal to the lesser of (1) 1% of the common shares outstanding on the final day of the immediately preceding calendar year and (2) such smaller number of common shares as determined by the Board of Directors. At December 31, 2018, there were 367,569 shares available under the 2014 ESPP.

#### Stock-Based Compensation Expense

The following table summarizes the stock-based compensation expense for stock options granted to employees and non-employees, as well as stock-compensation expense for the 2014 ESPP that was recorded in the Company's results of operations for the years presented (in thousands):

	Year ended December 31,		
	2018	2017	2016
Cost of product revenue	\$ 803	\$ 125	\$ 123
Research and development	1,603	1,384	1,127
Selling, general and administrative	7,362	3,196	3,480
Total stock-based compensation expense	<u>\$ 9,768</u>	<u>\$ 4,705</u>	<u>\$ 4,730</u>

For the years ended December 31, 2018 and December 31, 2017, \$0.1 million and \$0.1 million of stock-based compensation expense was capitalized, respectively, as part of inventory or T2-owned instruments and components.

## 9. Warrants

In connection with the Term Loan Agreement entered into in December 2016, the Company issued to CRG warrants to purchase a total of 528,958 shares of the Company's common stock. The warrants are exercisable any time prior to December 30, 2026 at a price of \$4.35 per share, which was amended in March 2019 from an original price of \$8.06 per share, with typical provisions for termination upon a change of control or a sale of all or substantially all of the assets of the Company. The warrants are classified within stockholders' equity, and the proceeds were allocated between the debt and warrants based on their relative fair value. The fair value of the warrants was determined by the Black-Scholes-Merton option pricing model. The fair value of the warrants at date of issuance was \$1.8 million.

## 10. Net Loss Per Share

The following table presents the calculation of basic and diluted net loss per share applicable to common stockholders (in thousands, except share and per share data):

	Year ended December 31,		
	2018	2017	2016
<b>Numerator:</b>			
Net loss	\$ (51,153)	\$ (62,428)	\$ (54,804)
<b>Denominator:</b>			
Weighted-average number of common shares outstanding — basic and diluted	40,558,826	32,131,512	26,015,751
Net loss per share applicable to common stockholders — basic and diluted	<u>\$ (1.26)</u>	<u>\$ (1.94)</u>	<u>\$ (2.11)</u>

The following shares were excluded from the calculation of diluted net loss per share applicable to common stockholders, prior to the application of the treasury stock method, because their effect would have been anti-dilutive for the periods presented:

	Year ended December 31,		
	2018	2017	2016
Options to purchase common shares	4,241,833	3,785,083	4,042,627
Restricted stock units	1,198,634	606,497	272,195
Warrants to purchase common stock	528,958	528,958	528,958
Total	<u>5,969,425</u>	<u>4,920,538</u>	<u>4,843,780</u>

## 11. Income Taxes

The reconciliation of the U.S. federal statutory rate to the Company's effective tax rate is as follows:

	Year Ended December 31,		
	2018	2017	2016
Tax at statutory rates	21.0%	35.0%	35.0%
State income taxes	3.6	6.5	5.2
Permanent differences	(0.6)	(2.5)	(1.2)
Research and development credits	1.0	1.5	1.3
US tax rate change	—	(52.7)	—
Change in valuation allowance	(25.0)	12.2	(40.3)
Effective tax rate	<u>0.0%</u>	<u>0.0%</u>	<u>0.0%</u>

The significant components of the Company's deferred tax asset consist of the following at December 31, 2018 and 2017 (in thousands):

	December 31,	
	2018	2017
Deferred tax assets:		
Net operating loss carryforwards	\$ 73,612	\$ 62,670
Tax credits	7,603	6,924
Other temporary differences	3,156	2,723
Start-up expenditures	3,026	3,214
Stock option expenses	3,130	2,127
Total deferred tax assets	90,527	77,658
Deferred tax asset valuation allowance	(90,361)	(77,546)
Net deferred tax assets	166	112
Deferred tax liabilities:		
Prepaid expenses	(166)	(112)
Net deferred taxes	\$ —	\$ —

The Tax Cuts and Jobs Act was enacted in the United States on December 22, 2017. The Act reduces the US federal corporate tax rate from 35% to 21%, requires companies to pay a one-time transition tax on earnings of certain foreign subsidiaries that were previously tax deferred, and creates new taxes on certain foreign sourced earnings. In December 2017, the SEC issued SAB 118, which directs taxpayers to consider the impact of the U.S. legislation as "provisional" when it does not have the necessary information available, prepared or analyzed (including computations) in reasonable detail to complete its accounting for the change in tax law. As of December 31, 2018, we recognized a provisional amount of \$0 for the transition tax.

We re-measured certain deferred tax assets and liabilities based on the rates at which they are anticipated to reverse in the future, which is generally 21%. The provisional amount recorded related to the re-measurement of our deferred tax balance was a tax expense of \$32.9 million which was offset by an adjustment to the valuation allowance against our deferred taxes of \$32.9 million. There have been no changes to the provisional amounts recorded for the transition tax and the deferred tax revaluation and we consider the accounting related to the Act to be final.

In 2018 and 2017, the Company did not record a benefit for income taxes related to its operating losses incurred. ASC 740 requires a valuation allowance to reduce the deferred tax assets reported if, based on the weight of available evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Based upon the level of historical U.S. losses and future projections over the period in which the net deferred tax assets are deductible, at this time, management believes it is more likely than not that the Company will not realize the benefits of these deductible differences, and as a result the Company continues to maintain a valuation allowance for the full amount of the 2018 deferred tax assets. The valuation allowance increased by \$12.8 million, decreased \$6.4 million and increased by \$22.1 million for the years ended December 31, 2018, 2017 and 2016, respectively. The increase in the 2018 valuation allowance is primarily attributable to the current year loss. The decrease in 2017 was primarily attributable to the corporate tax reform enacted in 2017 and the increase in 2016 was primarily attributable to the loss incurred for the year.

As of December 31, 2018, the Company had federal and state net operating losses of \$274.4 million and \$262.3 million, respectively, which are available to offset future taxable income, if any, of which \$228.2 million of Federal and \$258.0 million of state carry forwards will expire in varying amounts through 2037 and 2038, respectively. Additionally, \$46.2 million of Federal net operating loss carry forwards will carryforward indefinitely, subject to annual taxable income limitations in the year of utilization. The Company also had federal and state research and development tax credits of \$4.9 million and \$3.4 million, respectively, which expire at various dates through 2038 for federal purposes and 2033 for state purposes. Under the provisions of the Internal Revenue Code, the net operating loss and tax credit carryforwards are subject to review and possible adjustment by the Internal Revenue Service and state tax authorities. Net operating loss and tax credit carryforwards may become subject to an annual limitation in the event of certain cumulative changes in the ownership interest of significant stockholders over a three-year period in excess of 50%, as defined under Sections 382 and 383 of the Internal Revenue Code, respectively, as well as similar state provisions. This could limit the amount of tax attributes that can be utilized annually to offset future taxable income or tax liabilities. The amount of the annual limitation is determined based on the value of the Company immediately prior to the ownership change. Subsequent ownership changes may further affect the limitation in future years. The Company has completed several financings since its inception which may have resulted in a change in control as defined by Sections 382 and 383 of the Internal Revenue Code, or could result in a change in control in the future. The Company has not conducted an assessment to determine whether there may have been a Section 382 or 383 ownership change.

The Company has no unrecognized tax benefits. Interest and penalty charges, if any, related to uncertain tax positions would be classified as income tax expenses in the accompanying consolidated statements of operations. At December 31, 2018 and 2017, the Company had no accrued interest or penalties related to uncertain tax positions.

The Company files income tax returns in the U.S. federal tax jurisdiction and various state jurisdictions. Since the Company is in a loss carryforward position, the Company is generally subject to examination by the U.S. federal, state and local income tax authorities for all tax years in which a loss carryforward is available. The Company does not have any international operations as of December 31, 2018. The statute of

limitations for assessment by federal and state tax jurisdictions in which the Company has business operations is open for tax years ending December 31, 2015 and after. The tax years under examination vary by jurisdiction.

## 12. Commitments and Contingencies

### Operating Leases

In August 2010, the Company entered into a five-year, non-cancelable operating lease for office and laboratory space at its headquarters in Lexington, MA. The lease commenced on January 1, 2011, with the Company providing a security deposit of \$400,000. In accordance with the operating lease agreement, the Company reduced its security deposit to \$180,000 in January 2018, which is recorded as restricted cash in the consolidated balance sheets. In July 2014, the Company entered into an amendment to expand the office and laboratory space leased. In May 2015, the Company entered into an amendment to extend the term from December 31, 2015 to December 31, 2017. In March 2017, the Company entered into an amendment to extend the term from December 31, 2017 to December 31, 2021. The rent expense, inclusive of the escalating rent payments, is recognized on a straight-line basis over the lease term.

In May 2013, the Company entered into a two-year operating lease for additional office, laboratory and manufacturing space in Wilmington, MA. The Company entered into an amendment in September 2015 to extend this lease term through December 31, 2017. In August 2017, the Company entered into an amendment to extend the term from December 31, 2017 to December 31, 2018. In August 2018, the Company entered into an amendment to extend the term from December 31, 2018 to December 31, 2020.

In November 2014, the Company entered into an agreement to rent additional office space in Lexington, MA. The term of the agreement is two years, commencing December 2014. In April 2015, the Company entered into an amendment to extend the term of this agreement. The amendment extends the agreement term from December 31, 2016 to December 31, 2017. In connection with this agreement, the Company paid a security deposit totaling \$50,000, which is recorded as a component of other assets in the consolidated balance sheets. In May 2015, the Company entered into an amendment to expand existing manufacturing facilities in Lexington, MA. The lease amendment term is June 1, 2015 to December 31, 2017. In September 2017, the Company entered into an amendment to extend the term from December 31, 2017 to December 31, 2021.

In November 2014, the Company entered into a lease for additional laboratory space in Lexington, MA. The lease term commenced April 1, 2015 and extends for six years. The rent expense, inclusive of the escalating rent payments, is recognized on a straight-line basis over the lease term. As an incentive to enter into the lease, the landlord paid approximately \$1.4 million of the \$2.2 million space build-out costs. The incentive is recorded as a component of lease incentives on the consolidated balance sheets and is amortized as a reduction in rent expense on a straight-line basis over the term of the lease. In connection with this lease agreement, the Company paid a security deposit of \$281,000, which is recorded as a component of, both, prepaid expenses and other current assets and other assets in the consolidated balance sheets.

Future minimum non-cancelable lease payments under the Company's operating leases as of December 31, 2018 are as follows (in thousands):

Year ending December 31,	
2019	\$ 2,225
2020	2,277
2021	1,926
	<u>\$ 6,428</u>

Rent expense for the years ended December 31, 2018, 2017, and 2016 was \$2.0 million, \$1.9 million, and \$1.8 million, respectively.

### License Agreement

In 2006, the Company entered into a license agreement with a third party, pursuant to which the third party granted the Company an exclusive, worldwide, sublicenseable license under certain patent rights to make, use, import and commercialize products and processes for diagnostic, industrial and research and development purposes. The Company agreed to pay an annual license fee ranging from \$5,000 to \$25,000 for the royalty-bearing license to certain patents. For the years ended December 31, 2018, 2017 and 2016, the Company incurred \$0, \$30,000 and \$31,000, respectively, for regulatory milestones, license fees and reimbursed patent costs under the agreement. The Company also issued a total of 84,678 shares of common stock pursuant to the agreement in 2006 and 2007, which were recorded at fair value at the date of issuance. The Company is required to pay royalties on net sales of products and processes that are covered by patent rights licensed under the agreement at a percentage ranging between 0.5% - 3.5%, subject to reductions and offsets in certain circumstances, as well as a royalty on net sales of products that the Company sublicenses at 10% of specified gross revenue. Royalties that became due under this agreement for the years ended December 31, 2018, 2017 and 2016 were immaterial.

## 13. 401(k) Savings Plan

In March, 2008, the Company established a retirement savings plan under Section 401(k) of the Internal Revenue Code (the "401(k) Plan"). The 401(k) Plan covers substantially all employees of the Company who meet minimum age and service requirements, and allows participants to

defer a portion of their annual compensation on a pretax basis. Company contributions to the 401(k) Plan may be made at the discretion of the board of directors. Company contributions to the 401(k) Plan were \$126,000, \$190,000 and \$237,000 for the years ended December 31, 2018, 2017 and 2016, respectively.

#### 14. Co-Development Agreements

##### *Canon US Life Sciences*

On September 21, 2016, Canon became a related party when the Company sold the Canon Shares for an aggregate cash purchase price of \$39.7 million, which represented 19.9% of the outstanding shares of common stock of the Company. On February 3, 2015, the Company entered into a Co-Development Partnership Agreement (the "Co-Development Agreement") with Canon U.S. Life Sciences, Inc. ("Canon US Life Sciences") to develop a diagnostic test panel to rapidly detect Lyme disease. Under the terms of the Co-Development Agreement, the Company received an upfront payment of \$2.0 million from Canon US Life Sciences and the agreement includes an additional \$6.5 million of consideration upon achieving certain development and regulatory milestones for total aggregate payments of up to \$8.5 million. In October 2015, the Company achieved a specified technical requirement and received \$1.5 million related to the achievement of the milestone. In May 2018, the Company achieved the next milestone and received \$2.0 million. The Company is eligible to receive an additional \$3.0 million under the arrangement, related to the achievement of the final regulatory milestone. All payments under the Co-Development Agreement are non-refundable once received. The Company will retain exclusive worldwide commercialization rights of any products developed under the Co-Development Agreement, including sales, marketing and distribution and Canon US Life Sciences will not receive any commercial right and will be entitled to only receive royalty payments on the sales of all products developed under the Co-Development Agreement. Either party may terminate the Co-Development Agreement upon the occurrence of a material breach by the other party (subject to a cure period).

The Company evaluated the promised goods and services under the Co-Development Agreement and determined that the Co-Development Agreement included one performance obligation, the research and development services. The Company is recognizing revenue for research and development services as a component of research revenue in the condensed consolidated financial statements over time, as the services are delivered. The Company uses the input method by allocating and recognizing revenue over time based on the total full-time equivalent effort incurred to date as a percentage of total full-time equivalent time expected, limited to payments earned. Costs incurred to deliver the services under the Co-Development Agreement are recorded as research and development expense in the condensed consolidated financial statements.

The Company recorded revenue of \$1.5 million, \$0.3 million and \$1.8 million for the years ended December 31, 2018, 2017, and 2016, respectively, under the Co-Development Agreement, and expects to record revenue over the next 13 months, provided development and regulatory milestones are achieved.

##### *Allergan Sales, LLC*

On November 1, 2016, the Company entered into a Co-Development, Collaboration and Co-Marketing Agreement (the "Allergan Agreement") with Allergan Sales, LLC ("Allergan Sales") to develop (1) a direct detection diagnostic test panel that adds one additional bacteria species to the existing T2Bacteria product candidate (the "T2Bacteria II Panel"), and (2) a direct detection diagnostic test panel for testing drug resistance directly in whole blood (the "T2GNR Panel" and, together with the T2Bacteria II Panel, the "Developed Products"). In addition, both the Company and Allergan Sales will participate in a joint research and development committee and Allergan Sales will receive the right to cooperatively market the T2Candida, T2Bacteria, and the Developed Products under the Allergan Agreement to certain agreed-upon customers.

Under the terms of the Allergan Agreement, the Company received an upfront payment of \$2.0 million from Allergan Sales and received additional milestone payments upon achieving certain developmental milestones for total aggregate payments of up to \$4.0 million. All payments under the Allergan Agreement are non-refundable once received. The Company will retain exclusive worldwide commercialization rights of any products developed under the Allergan Agreement, including distribution, subject to Allergan Sales' right to co-market the Developed Products. Allergan Sales, at its election, may co-market T2Candida, T2Bacteria and the Developed Products worldwide to certain agreed-upon customers and will receive royalty based on its sales for a period of time.

The Company evaluated the promised goods and services under the Allergan Agreement and determined that the Allergan Agreement included two performance obligations, the research and development services for the T2Bacteria II Panel and the research and development services for the T2GNR Panel. The Company uses the input method by allocating and recognizing revenue over time based on the total full-time equivalent effort incurred to date as a percentage of total full-time equivalent time expected, limited to payments earned. Costs incurred to deliver the services under the Allergan Agreement are recorded as research and development expense in the consolidated financial statements. In October 2018, the Company achieved the final developmental milestone under the Allergan Agreement.

The Company recorded revenue of \$3.1 million and \$0.9 million during the years ended December 31, 2018 and 2017, respectively, under the Allergan Agreement. The adoption of ASC 606 on January 1, 2018 resulted in a \$0.1 million adjustment to the opening accumulated deficit as of January 1, 2018 due to higher revenue recognition for the Allergan Agreement under ASC 606. The Company did not record revenue during the year ended December 31, 2016 under the Allergan Agreement.

##### *CARB-X*

In March 2018, the Company was awarded a grant of up to \$2.0 million from CARB-X. The collaboration with CARB-X will be used to accelerate the development of new tests to identify bacterial pathogens and resistance markers directly in whole blood more rapidly than is possible using today's diagnostic tools. The new tests aim to expand the T2Dx instrument product line by detecting 20 additional bacterial species and resistance targets, with a focus on blood borne pathogens on the United States Centers for Disease Control and Prevention ("CDC") antibiotic resistance threat list.

Under this cost-sharing agreement, the Company may be reimbursed up to \$1.1 million, with the possibility of up to an additional \$0.9 million based on the achievement of certain project milestones. In January 2019, the Company was awarded the \$0.9 million reimbursement option.

The Company recorded revenue of \$1.1 million for the year ended December 31, 2018 under the CARB-X Agreement. The Company expects to record revenue over the next year, based upon cost-sharing and the achievement of certain project milestones.

#### 15. Quarterly Financial Data (unaudited)

	Year ended December 31, 2018 (In thousands, except per share data)			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<b>Revenue:</b>				
Product revenue	\$ 1,048	\$ 1,220	\$ 1,218	\$ 1,319
Research revenue	1,263	2,711	1,248	473
Total revenue	\$ 2,311	\$ 3,931	\$ 2,466	\$ 1,792
<b>Costs and expenses:</b>				
Cost of product revenue	3,273	3,458	3,042	5,631
Research and development	4,718	3,749	2,725	3,297
Selling, general and administrative	5,755	7,611	5,873	6,458
Total costs and expenses	13,746	14,818	11,640	15,386
Loss from operations	\$ (11,435)	\$ (10,887)	\$ (9,174)	\$ (13,594)
Net loss	\$ (12,913)	\$ (12,324)	\$ (10,767)	\$ (15,149)
<b>Per share data:</b>				
Net loss per common share—basic and diluted	\$ (0.36)	\$ (0.32)	\$ (0.25)	\$ (0.34)

	Year ended December 31, 2017 (In thousands, except per share data)			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
<b>Revenue:</b>				
Product revenue	\$ 631	\$ 735	\$ 739	\$ 1,335
Research revenue	310	221	369	326
Total revenue	\$ 941	\$ 956	\$ 1,108	\$ 1,661
<b>Costs and expenses:</b>				
Cost of product revenue	1,627	1,989	2,106	6,306
Research and development	6,585	7,112	5,880	4,156
Selling, general and administrative	5,874	5,759	5,559	5,565
Total costs and expenses	14,086	14,860	13,545	16,027
Loss from operations	\$ (13,145)	\$ (13,904)	\$ (12,437)	\$ (14,366)
Net loss	\$ (14,703)	\$ (15,456)	\$ (14,076)	\$ (18,193)
<b>Per share data:</b>				
Net loss per common share—basic and diluted	\$ (0.48)	\$ (0.50)	\$ (0.45)	\$ (0.51)

#### Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

**Evaluation of Disclosure Controls and Procedures**

Management conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer (our principal executive officer and principal financial officer, respectively), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of December 31, 2018. Based on the evaluation of our disclosure controls and procedures as December, 2018, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, the Company's disclosure controls and procedures were effective as described below in Management's Annual Report on Internal Control over Financial Reporting.

**Management's Annual Report on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by our board of directors, management and other personnel 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 and includes those policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

**Remediation of Prior Material Weakness**

In our December 31, 2017 Annual Report on Internal Control over Financial Reporting, management identified a material weakness in our internal control over financial reporting relating to the accounting for instruments which are classified as either inventory or property and equipment depending on their future use. Specifically, the Company concluded that a deficiency existed in the design and execution of the review control over the accounting of instrument valuation, including the recoverability analyses for the Company's instruments. Management determined that its accounting process for the review of these accounts lacked adequate levels of monitoring and review to appropriately identify and correct errors in the calculation in a timely manner.

The control deficiency described above resulted in certain material and immaterial misstatements in the preliminary financial statement accounts that were corrected prior to the issuance of the annual consolidated financial statements. The errors noted were all related to and corrected in the fourth quarter of 2017. The control deficiency created a possibility that a material misstatement to our consolidated financial statements would not be prevented or detected on a timely basis, and therefore we concluded that the deficiency represents a material weakness in our internal control over financial reporting and our internal control over financial reporting for instruments in inventory and fixed assets was not effective as of December 31, 2017.

Throughout 2018, management conducted a remediation plan to address the material weakness noted above. The plan included (i) a robust analysis on our current control environment in order to revamp our existing control processes and procedures, and identify and address any potential gaps, (ii) educating control owners concerning the principles and requirements of each control, and (iii) management conducting a more rigorous review process for the calculation and reporting of instrument valuation, including recoverability analyses related to instruments reporting on the Company's balance sheet in both inventory and property and equipment.

Through effective implementation of the Company's remediation plan, the Company has strengthened its internal control environment and has addressed the material weakness that was identified at December 31, 2017.

Our management assessed the effectiveness of our internal control over financial reporting as of December 31, 2018. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission, or COSO, in Internal Control—Integrated Framework (2013). Based on our assessment, the Company concluded that the material weakness has been remediated as of December 31, 2018.

**Changes in Internal Control Over Financial Reporting**

Except as noted above regarding the implementation of a remediation plan for the material weakness identified in 2017, there have been no changes in our internal control over financial reporting during the year ended December 31, 2018, as such term is defined in Rules 13a-15(f) and

15(d)-15(f) promulgated under the Securities Exchange Act of 1934, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### **Item 9B. OTHER INFORMATION**

On March 13, 2019, we entered into Amendment No. 4 to Term Loan Agreement (the “Fourth Amendment”), with CRG Servicing, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”), and the lenders listed on the signature pages thereto (the “Lenders”) to modify certain terms of the Term Loan Agreement (the “Loan Agreement”) with the Administrative Agent and the Lenders, dated as of December 30, 2016. Pursuant to the Fourth Amendment, we agreed to reduce the 2019 minimum revenue target to \$9.0 million and delete the 2018 revenue covenant. In exchange for the Fourth Amendment, we agreed to amend each of the warrants issued in connection with the Loan Agreement, resetting the strike price of such warrants from \$8.06 per share to \$4.35 per share (the “Warrant Amendments”). In connection with the Warrant Amendments, CRG PARTNERS III (CAYMAN) L.P. will assign the shares it holds under the warrant dated December 30, 2016, as amended, to its affiliates CRG PARTNERS III (CAYMAN) LEV AIV L.P. (“Lev”) and CRG PARTNERS III (CAYMAN) UNLEV AIV 1 L.P. (“Unlev”), and the Company will issue replacement warrants to each of Lev and Unlev (the “Replacement Warrants”).

The foregoing summary is qualified in its entirety by reference to the Loan Amendment, a copy of which is being filed as Exhibit 10.50 to this Form 10-K, the Warrant Amendments, copies of which are being filed as Exhibits 10.51, 10.52, and 10.53 to this Form 10-K, and the Replacement Warrants, copies of which are being filed as Exhibits 10.54 and 10.55 to this Form 10-K

### **PART III.**

#### **Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by this Item is incorporated in this Annual Report by reference from the information under the captions “Board of Directors Information,” “Executive Officers” and “Section 16(a) Beneficial Ownership Reporting Compliance” contained in the Proxy Statement to be filed in connection with our 2019 Annual Meeting of Stockholders, or the Proxy Statement.

#### **Code of Business Conduct and Ethics**

We have adopted a code of business conduct and ethics for our directors, officers and employees, which is available on our website at [www.t2biosystems.com](http://www.t2biosystems.com) in the Investor Relations section under “Corporate Governance.” If we make any substantive amendments to the code of business conduct and ethics or grant any waiver from a provision of the code of business conduct and ethics to any executive officer or director, we will promptly disclose the nature of the amendment or waiver on our website. The information on, or that can be accessed from, our website is not incorporated by reference into this Annual Report.

#### **Item 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated in this Annual Report by reference from the information under the captions “Executive Compensation,” “Compensation Committee Interlocks and Insider Participation” and “Report of the Compensation Committee” contained in the Proxy Statement.

#### **Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information required by this Item is incorporated in this Annual Report by reference from the information under the captions “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information” contained in the Proxy Statement.

#### **Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated in this Annual Report by reference from the information under the captions “Certain Relationships and Related Transactions,” and “Board of Directors Information” contained in the Proxy Statement.

#### **Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item is incorporated in this Annual Report by reference from the information under the captions “Principal Accountant Fees and Services” and “Report of the Audit Committee” contained in the Proxy Statement.



**Item 15. EXHIBITS, FINANCIAL STATEMENTS AND SCHEDULES**

a. *Documents filed as part of this Annual Report.*

1. The following financial statements of T2 Biosystems, Inc. and Report of Independent Registered Public Accounting Firm, are included in this report:

Report of BDO USA LLP, Independent Registered Public Accounting Firm

Report of Ernst & Young LLP, Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2018 and 2017

Consolidated Statements of Operations and Comprehensive Loss for the years ended December 31, 2018, 2017 and 2016

Consolidated Statements of Stockholders' Equity for the years ended December 31, 2018, 2017 and 2016

Consolidated Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016

Notes to Consolidated Financial Statements

2. List of financial statement schedules. All schedules are omitted because they are not applicable or the required information is shown in the financial statements or notes thereto.

3. List of Exhibits required by Item 601 of Regulation S-K. See Item 15(b) below.

b. Exhibits.

#### INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
3.1	* <a href="#">Restated Certificate of Incorporation of the Company, as amended (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K (File No. 001-36571) filed on August 12, 2014)</a>
3.2	* <a href="#">Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.2 of the Company's Form 8-K (File No. 001-36571) filed on August 12, 2014)</a>
4.1	* <a href="#">Form of Common Stock Certificate of the Company (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
4.2	* <a href="#">Fourth Amended and Restated Investors' Rights Agreement, dated as of March 22, 2013, as amended (incorporated by reference to Exhibit 4.2 of the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.1	** <a href="#">Amended and Restated 2006 Employee, Director and Consultant Stock Plan, as amended, and form of option agreements thereunder (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (File No. 333-197193) filed on July 2, 2014)</a>
10.2	** <a href="#">Amended and Restated 2014 Incentive Award Plan and form of option agreements thereunder (incorporated by reference to Exhibit 10.2 of the Company's Form 10-K (File No. 001-36571) filed on March 19, 2018)</a>
10.3	# <a href="#">Non-Employee Director Compensation Program, effective as of February 21, 2019</a>
10.4	** <a href="#">Form of Indemnification Agreement for Directors and Officers (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.5	** <a href="#">Employment Letter Agreement, dated as of March 14, 2008, by and between the Company and John McDonough, as amended (incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.6	** <a href="#">Employment Letter Agreement, dated as of July 22, 2014, by and between the Company and Tom Lowery, Jr. (incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.7	** <a href="#">Consulting Agreement, dated as of July 20, 2006 by and between the Company and Robert S. Langer, as amended on March 20, 2013 and July 24, 2014 (incorporated by reference to Exhibit 10.11 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.8	*† <a href="#">Exclusive License Agreement, dated as of November 7, 2006, as amended on December 2, 2008 and February 21, 2011, by and between The General Hospital Corporation d/b/a Massachusetts General Hospital and the Company (incorporated by reference to Exhibit 10.13 to the Company's Registration Statement on Form S-1 (File No. 333-197193) filed on July 2, 2014)</a>
10.9	* <a href="#">Commercial Lease, dated as of May 6, 2013, as amended on September 24, 2013, by and between the Company and Columbus Day Realty, Inc. (incorporated by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-1 (File No. 333-197193) filed on July 2, 2014)</a>
10.10	* <a href="#">Lease, dated as of August 6, 2010, by and between the Company and King 101 Hartwell LLC, as amended by the First Amendment to Lease on November 30, 2011 and the Second Amendment to Lease on July 11, 2014 (incorporated by reference to Exhibit 10.17 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 16, 2014)</a>
10.11	** <a href="#">2014 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.20 to the Company's Registration Statement on Form S-1/A (File No. 333-197193) filed on July 28, 2014)</a>
10.12	*† <a href="#">Supply Agreement by and between the Company and SMC Ltd., effective as of October 10, 2014 (incorporated by reference to Exhibit 10.1 of the Company's Form 8-K/A (File No. 001-36571) filed on January 21, 2015)</a>
10.13	*† <a href="#">Co-Development Partnership Agreement by and between the Company and Canon U.S. Life Sciences, Inc., dated as of February 3, 2015 (incorporated by reference to Exhibit 10.22 of the Company's Form 10-K (File No. 001-36571) filed on March 4, 2015)</a>

- 10.14 \* [Third Amendment to Lease with King 101 Hartwell LLC on May 27, 2015 \(incorporated by referenced to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on May 29, 2015\)](#)
- 10.15 \*† [Master Lease Agreement and between the Company and Essex Capital Corporation, dated as of October 31, 2015 \(incorporated by reference to Exhibit 10.27 of the Company's Form 10-K \(File No. 001-36571\) filed on March 9, 2016\)](#)
- 10.16 \* [Stock Purchase Agreement, dated September 21, 2016, by and among Canon U.S.A., Inc. and the Company \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on September 22, 2016\)](#)
- 10.17 \* [Voting and Standstill Agreement, dated September 21, 2016, by and among Canon U.S.A., Inc. and the Company \(incorporated by reference to Exhibit 10.2 of the Company's Form 8-K \(File No. 001-36571\) filed on September 22, 2016\)](#)
- 10.18 \* [Registration Rights Agreement, dated September 21, 2016, by and among Canon U.S.A., Inc. and the Company \(incorporated by reference to Exhibit 10.3 of the Company's Form 8-K \(File No. 001-36571\) filed on September 22, 2016\)](#)
- 10.19 \*† [Co-Development, Collaboration and Co-Marketing Agreement, dated November 1, 2016, by and between the Company and Allergan Sales, LLC \(incorporated by reference to Exhibit 10.28 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.20 \*† [Term Loan Agreement, dated December 30, 2016, by and among the Company, CRG Servicing LLC, as administrative and collateral agent, and the lenders from time to time party thereto and the subsidiary guarantors from time to time party thereto \(incorporated by reference to Exhibit 10.29 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.21 \* [Security Agreement, dated December 30, 2016, by and among the Company, the other grantors from time to time party thereto and CRG Servicing LLC, as administrative and collateral agent \(incorporated by reference to Exhibit 10.30 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.22 \* [Warrant to Purchase Shares of Common Stock of T2 Biosystems, Inc., dated December 30, 2016, by and between the Company and CRG Partners III - Parallel Fund "A" L.P. \(incorporated by reference to Exhibit 10.32 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.23 \* [Warrant to Purchase Shares of Common Stock of T2 Biosystems, Inc., dated December 30, 2016, by and between the Company and CRG Partners III L.P. \(incorporated by reference to Exhibit 10.33 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.24 \* [Warrant to Purchase Shares of Common Stock of T2 Biosystems, Inc., dated December 30, 2016, by and between the Company and CRG Partners III Parallel Fund "B" \(Cayman\) L.P. \(incorporated by reference to Exhibit 10.34 of the Company's Form 10-K \(File No. 001-36571\) filed on March 15, 2017\)](#)
- 10.25 \* [Fourth Amendment to Lease, dated March 2, 2017, by and between the Company and King 101 Harwell LLC \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on March 3, 2017\)](#)
- 10.26 \* [Amendment No. 1 to Term Loan Agreement, dated March 1, 2017, by and among the Company, CRG Servicing LLC, as administrative and collateral agent, and the lenders party thereto \(incorporated by reference to Exhibit 10.3 of the Company's Form 10-Q \(File No. 001-36571\) filed on May 8, 2017\)](#)
- 10.27 \* [Amendment to Co-Development, Collaboration and Co-Marketing Agreement, by and between the Company and Allergan Sales, LLC, dated June 1, 2017 \(incorporated by reference to Exhibit 10.3 of the Company's Form 10-Q \(File No. 001-36571\) filed on August 4, 2017\)](#)
- 10.28 \*† [Amendment to Supply Agreement, by and between the Company and SMC Ltd., dated August 29, 2017 \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on August 29, 2017\)](#)
- 10.29 \* [Second Amendment to Supply Agreement, by and between the Company and SMC Ltd., dated December 22, 2017 \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on December 27, 2017\)](#)
- 10.30 \* [Lease Indenture Agreement, dated September 21, 2017, by and between 91 Hartwell Ave. Trust and the Company \(incorporated by reference to Exhibit 10.1 of the Company's Form 10-Q \(File No. 001-36571\) filed on November 3, 2017\)](#)
- 10.31 \*# [Employment Offer Letter, dated as of March 7, 2016, by and between the Company and Alex Barclay \(incorporated by reference to Exhibit 10.35 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.32 \*# [Change of Control Severance Agreement, dated February 1, 2017, as amended on March 6, 2018, by and between the Company and Alex Barclay \(incorporated by reference to Exhibit 10.36 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)

- 10.33 \*# [Amendment to Change of Control Severance Agreement, by and between the Company and Alex Barclay, dated March 6, 2018 \(incorporated by reference to Exhibit 10.37 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.34 \*# [Employment Offer Letter, dated as of January 30, 2018, by and between the Company and John M. Sprague \(incorporated by reference to Exhibit 10.38 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.35 \*# [Change of Control Severance Agreement, dated January 30, 2018, by and between the Company and John M. Sprague \(incorporated by reference to Exhibit 10.39 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.36 \* [Amendment No. 2 to Commercial Lease, dated as of September 21, 2015, by and between the Company and Columbus Day Realty, Inc. \(incorporated by reference to Exhibit 10.40 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.37 \* [Amendment No. 3 to Commercial Lease, dated as of August 10, 2017, by and between the Company and Columbus Day Realty, Inc. \(incorporated by reference to Exhibit 10.41 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.38 \* [Amendment No. 2 to Term Loan Agreement, dated December 18, 2017, by and among the Company, CRG Servicing LLC, as administrative and collateral agent, and the lenders party thereto \(incorporated by reference to Exhibit 10.42 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.39 \* [Amendment No. 3 to Term Loan Agreement, dated March 16, 2018, by and among the Company, CRG Servicing LLC, as administrative and collateral agent, and the lenders party thereto \(incorporated by reference to Exhibit 10.43 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.40 \*# [Amendment Number Three to Consulting Agreement, by and between the Company and Robert S. Langer, dated as of October 13, 2017 \(incorporated by reference to Exhibit 10.44 of the Company's Form 10-K \(File No. 001-36571\) filed on March 19, 2018\)](#)
- 10.41 # [T2 Biosystems, Inc. Inducement Award Plan \(as amended and restated, effective February 21, 2019\) and form of option agreement, restricted stock agreement, and restricted stock unit agreement thereunder](#)
- 10.42 \* [Third Amendment to Supply Agreement, by and between the Company and SMC Ltd., dated May 16, 2018 \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on May 17, 2018\)](#)

- 10.43 \* [Amendment No. 4 to Commercial Lease, dated as of August 31, 2018, by and between the Company and Columbus Day Realty, Inc. \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on September 7, 2018\)](#)
- 10.44 \* [Fifth Amendment to Lease, dated December 6, 2018, by and between the Company and King 101 Harwell LLC \(incorporated by reference to Exhibit 10.1 of the Company's Form 8-K \(File No. 001-36571\) filed on December 12, 2018\)](#)
- 10.45 # [Employment Offer Letter, dated as of October 29, 2014, by and between the Company and Michael Gibbs](#)
- 10.46 # [Change of Control Severance Agreement, dated October 29, 2014, by and between the Company and Michael Gibbs](#)
- 10.47 # [Amendment to Change of Control Severance Agreement, by and between the Company and Michael Gibbs, dated June 6, 2017](#)
- 10.48 # [Separation Agreement, dated January 30, 2018, by and between the Company and Darlene Deptula-Hicks](#)
- 10.49 # [Separation Agreement, dated March 13, 2018, by and between the Company and Joanne Spadaro](#)
- 10.50 [Amendment No. 4 to Term Loan Agreement, dated March 13, 2019, between the Company and CRG Servicing LLC](#)
- 10.51 [Amendment to Warrant to Purchase Shares of Common Stock, dated March 13, 2019, between the Company and CRG Partners III L.P.](#)
- 10.52 [Amendment to Warrant to Purchase Shares of Common Stock, dated March 13, 2019, between the Company and CRG Partners III – Parallel Fund “A” L.P.](#)
- 10.53 [Amendment to Warrant to Purchase Shares of Common Stock, dated March 13, 2019, between the Company and CRG Partners III Parallel Fund “B” \(CAYMAN\) L.P.](#)
- 10.54 [Replacement Warrant to Purchase Shares of Common Stock of T2 Biosystems, Inc., dated March 13, 2019, between the Company and CRG PARTNERS III \(CAYMAN\) LEV AIV L.P. \(“Lev”\)](#)
- 10.55 [Replacement Warrant to Purchase Shares of Common Stock of T2 Biosystems, Inc., dated March 13, 2019, between the Company and CRG PARTNERS III \(CAYMAN\) UNLEV AIV 1 L.P. \(“Unlev”\)](#)
- 16.1 [Letter of Ernst & Young LLP, dated June 13, 2018 \(Incorporated by reference to Exhibit 16.1 of the Company's Form 8-K \(File No. 001-36571\) filed on June 13, 2018\)](#)
- 21.1 [Subsidiaries of the Registrant](#)
- 23.1 [Consent of BDO USA, LLP, Independent Registered Public Accounting Firm](#)
- 23.2 [Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm](#)
- 24.1 [Power of Attorney \(included on the signature page hereto\).](#)
- 31.1 [Certification of principal executive officer pursuant to Rule 13a-14\(a\) and 15d-14\(a\) of the Securities Exchange Act of 1934, as amended.](#)
- 31.2 [Certification of principal financial officer pursuant to Rule 13a-14\(a\) and 15d-14\(a\) of the Securities Exchange Act of 1934, as amended.](#)
- 32.1 [Certification of the principal executive officer pursuant to Rule 13a-14\(b\) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. section 1350.](#)
- 32.2 [Certification of the principal financial officer pursuant to Rule 13a-14\(b\) of the Securities Exchange Act of 1934, as amended, and 18 U.S.C. section 1350.](#)
- 101 Interactive Data Files regarding (a) our Consolidated Balance Sheets as of December 31, 2016 and 2015 (b) our Consolidated Statements of Operations and Comprehensive Loss for the Years Ended December 31, 2016, 2015 and 2014, (c) our Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit) for the Years Ended December 31, 2016, 2015 and 2014, (d) our Consolidated Statements of Cash Flows for the Years Ended December 31, 2016, 2015 and 2014 and (e) the Notes to such Consolidated Financial Statements.

- \* Previously filed.
- # Indicates management contract or compensatory plan.
- † Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment pursuant to Rule 406 under the Securities Act of 1933, or the Securities Act.
- \*\* As provided in Rule 406T of Regulation S-T, this information is furnished and not filed for purposes of Sections 11 and 12 of the Securities Act and Section 18 of the Securities Exchange Act of 1934.

The exhibits listed in the accompanying "Exhibit Index" are filed, furnished or incorporated by reference as part of this Annual Report, as indicated.

**SIGNATURES**

Pursuant to the requirements of the Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 14, 2019.

T2 BIOSYSTEMS, INC.

By: \_\_\_\_\_ /S/ JOHN MCDONOUGH  
Name: **John McDonough**  
Title: **President, Chief Executive Officer and Director**  
**(principal executive officer)**

March 14, 2019

By: \_\_\_\_\_ /S/ JOHN M. SPRAGUE  
Name: **John M. Sprague**  
Title: **Chief Financial Officer**  
**(principal financial officer and principal**  
**accounting officer)**

March 14, 2019

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John McDonough and John Sprague, jointly and severally, his attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Annual Report on Form 10-K has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/S / JOHN MCDONOUGH</u> <b>John McDonough</b>	President, Chief Executive Officer and Director (principal executive officer)	March 14, 2019
<u>/S / JOHN M. SPRAGUE</u> <b>John M. Sprague</b>	Chief Financial Officer (principal accounting officer)	March 14, 2019
<u>/S / STANLEY N. LAPIDUS</u> <b>Stanley N. Lapidus</b>	Director	March 14, 2019
<u>/S / ADRIAN M. JONES</u> <b>Adrian M. Jones</b>	Director	March 14, 2019
<u>/S / MICHAEL J. CIMA, PH.D.</u> <b>Michael J. Cima, Ph.D.</b>	Director	March 14, 2019
<u>/S / JOHN W. CUMMING</u> <b>John W. Cumming</b>	Director	March 14, 2019
<u>/S / DAVID B. ELSBREE</u> <b>David B. Elsbree</b>	Director	March 14, 2019
<u>/S / SEYMOUR LIEBMAN</u> <b>Seymour Liebman</b>	Director	March 14, 2019



## T2 BIOSYSTEMS, INC.

**NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM**  
**(effective as of February 21, 2019)**

Non-employee members of the board of directors (the “**Board**”) of T2 Biosystems, Inc. (the “**Company**”) shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Program (this “**Program**”). The cash and equity compensation described in this Program shall be paid or be made, as applicable, automatically and without further action of the Board, to each member of the Board who is not an employee of the Company or any parent or subsidiary of the Company (each, a “**Non-Employee Director**”) who may be eligible to receive such cash or equity compensation, unless such Non-Employee Director declines the receipt of such cash or equity compensation by written notice to the Company. This Program shall remain in effect until it is revised or rescinded by further action of the Board. This Program may be amended, modified or terminated by the Board at any time in its sole discretion. The terms and conditions of this Program shall, as of its effective date set forth above (the “**Effective Date**”), supersede any prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any of its Non-Employee Directors. No Non-Employee Director shall have any rights hereunder, except with respect to stock options and restricted stock units granted pursuant to the Program.

1. Annual Compensation.

(a) Annual Retainers. Each Non-Employee Director shall be eligible to receive an annual retainer of \$40,000 for service on the Board (the “Annual Retainer”).

(b) Additional Annual Retainers. In addition, each Non-Employee Director shall be eligible to receive the following annual retainers (each, a “Committee Member Retainer”):

(i) Chairman of the Board or Lead Independent Director. A Non-Employee Director serving as Chairman of the Board or Lead Independent Director shall receive an additional annual retainer of \$30,000 for such service.

(ii) Audit Committee. A Non-Employee Director serving as Chairperson of the Audit Committee shall receive an additional annual retainer of \$18,000 for such service. A Non-Employee Director serving as a member of the Audit Committee shall receive an additional annual retainer of \$7,500.

(iii) Compensation Committee. A Non-Employee Director serving as Chairperson of the Compensation Committee shall receive an additional annual retainer of \$14,000 for such service. A Non-Employee Director serving as a member of the Compensation Committee shall receive an additional annual retainer of \$5,000.

(vi) Nominating and Corporate Governance Committee. A Non-Employee Director serving as Chairperson of the Nominating and Corporate Governance Committee shall receive an additional annual retainer of \$10,000 for such service. A Non-

Employee Director serving as a member of the Nominating and Corporate Governance Committee shall receive an additional annual retainer of \$3,500.

(vii) Technology Committee. A Non-Employee Director serving on the Technology Committee shall receive an additional annual retainer of \$15,000 for such service.

(c) Payment of Retainers. The Annual Retainer and Committee Member Retainer shall be earned on a quarterly basis based on a calendar quarter and shall be paid by the Company in cash in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described in Section 1(b), for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be prorated for the portion of such calendar quarter actually served as a Non-Employee Director, or in such position, as applicable. Any changes to the retainers set forth above shall be pro-rated based on the effective date of such change.

(d) Annual Retainer Election. For each calendar year of the Non-Employee Director's service, the Non-Employee Director will have the opportunity to elect in writing in a form provided by the Company and delivered to the Company, prior to January 1 of the applicable year, payment of the Annual Retainer in cash or an equivalent number of Restricted Stock Units (as defined in the Company's 2014 Incentive Award Plan or any other applicable Company equity incentive plan then-maintained by the Company (the "**Equity Plan**")), determined by dividing (1) the Annual Retainer by (2) the Fair Market Value (as defined in the Plan) of one share of the Company's common stock on the last trading day prior to January 1 of the year to which the Annual Retainer relates. Restricted Stock Units will be issued under, and subject to the terms of, the Equity Plan and a separate restricted stock unit agreement and will vest, subject to the Non-Employee Director's continued service, in one single installment on January 1 of the year following the year to which the Annual Retainer relates. Unless otherwise determined by the Board, unvested Restricted Stock Units will be forfeited upon the Non-Employee Director's termination of service.

2. Equity Compensation. Non-Employee Directors shall be granted the equity awards described below. The awards described below shall be granted under and shall be subject to the terms and provisions of the Equity Plan and shall be granted subject to award agreements, including attached exhibits, in substantially the forms previously approved by the Board. All applicable terms of the Equity Plan apply to this Program as if fully set forth herein, and all grants of stock options hereby are subject in all respects to the terms of the Equity Plan. For the avoidance of doubt, the share numbers in Sections 2(a) and 2(b) shall be subject to adjustment as provided in the Equity Plan.

(a) Initial Awards. Each Non-Employee Director who is initially elected or appointed to the Board after the Effective Date shall be eligible to receive an option to purchase 66,176 shares of the Company's common stock on the date of such initial election or appointment. The awards described in this Section 2(a) shall be referred to as "**Initial Awards**." No Non-Employee Director shall be granted more than one Initial Award.

(b) Subsequent Awards. A Non-Employee Director who (i) has been serving as a Non-Employee Director on the Board for at least six months as of the date of any annual

meeting of the Company's stockholders after the Effective Date and (ii) will continue to serve as a Non-Employee Director immediately following such meeting, shall, as determined by the Board prior to the annual meeting of the Company's stockholders, be automatically granted either (i) an option to purchase 22,000 shares of the Company's common stock, (ii) 11,000 restricted stock units on the date of such annual meeting or (iii) a combination thereof approved by the Board. The awards described in this Section 2(b) shall be referred to as "**Subsequent Awards**." In the event that no determination is made by the Board prior to the annual meeting, the Subsequent Award shall be in the form of an option to purchase 17,647 shares of the Company's common stock. For the avoidance of doubt, a Non-Employee Director elected for the first time to the Board at an annual meeting of the Company's stockholders shall only receive an Initial Award in connection with such election, and shall not receive any Subsequent Award on the date of such meeting as well.

(c) **Termination of Service of Employee Directors.** Members of the Board who are employees of the Company or any parent or subsidiary of the Company who subsequently terminate their service with the Company and any parent or subsidiary of the Company and remain on the Board will not receive an Initial Award pursuant to Section 2(a) above, but to the extent that they are otherwise eligible, will be eligible to receive, after termination from service with the Company and any parent or subsidiary of the Company, Subsequent Awards as described in Section 2(b) above.

(d) **Terms of Awards Granted to Non-Employee Directors**

(i) **Purchase Price.** The per share exercise price of each option granted to a Non-Employee Director shall equal the Fair Market Value of a share of common stock on the date the option is granted.

(ii) **Vesting.** Each Initial Award shall vest and become exercisable in substantially equal installments on each of the first three anniversaries of the date of grant, subject to the Non-Employee Director continuing in service on the Board through each such vesting date. Each Subsequent Award (i) consisting of an option to purchase shares of the Company's common stock shall vest and become exercisable in 12 substantially equal monthly installments following the date of grant or (ii) consisting of restricted stock units shall vest in one installment on the first anniversary of the grant date, such that the Subsequent Award shall be fully vested on the first anniversary of the date of grant, subject to the Non-Employee Director continuing in service on the Board through each such vesting date. Unless the Board otherwise determines, any portion of an Initial Award or Subsequent Award which is unvested or unexercisable at the time of a Non-Employee Director's termination of service on the Board shall be immediately forfeited upon such termination of service and shall not thereafter become vested or exercisable. All of a Non-Employee Director's Restricted Stock Units granted in respect of the Annual Retainer, Initial Awards and Subsequent Awards shall vest in full immediately prior to the occurrence of a Change in Control (as defined in the Equity Plan), to the extent outstanding at such time.

(iii) Term. The maximum term of each stock option granted to a Non- Employee Director hereunder shall be ten (10) years from the date the option is granted.

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**T2 BIOSYSTEMS, INC.**  
**INDUCEMENT AWARD PLAN**  
(as amended and restated effective February 21, 2019)

**ARTICLE 1.**

**PURPOSE**

The purpose of the T2 Biosystems, Inc. Inducement Award Plan (as it may be amended or restated from time to time, the “Plan”) is to promote the success and enhance the value of T2 Biosystems, Inc. (the “Company”) by linking the individual interests of eligible individuals to those of Company stockholders and by providing such individuals with an incentive for outstanding performance to generate superior returns to Company stockholders. The Plan is further intended to provide flexibility to the Company in its ability to motivate, attract, and retain the services of persons who are expected to make important contributions to the Company whose judgment, interest, and special effort the successful conduct of the Company’s operation will be largely dependent. This Plan constitutes an amendment and restatement of the T2 Biosystems, Inc. Inducement Award Plan.

**ARTICLE 2.**

**DEFINITIONS AND CONSTRUCTION**

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

2.1 “Administrator” shall mean the entity that conducts the general administration of the Plan as provided in Article 11. With reference to the duties of the Committee under the Plan which have been delegated to one or more persons pursuant to Section 11.6, or as to which the Board has assumed, the term “Administrator” shall refer to such person(s) unless the Committee or the Board has revoked such delegation or the Board has terminated the assumption of such duties.

2.2 “Applicable Accounting Standards” shall mean Generally Accepted Accounting Principles in the United States, International Financial Reporting Standards or such other accounting principles or standards as may apply to the Company’s financial statements under United States federal securities laws from time to time.

2.3 “Applicable Law” shall mean any applicable law, including without limitation: (i) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (ii) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether federal, state, local or foreign; and (iii) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

2.4 “Automatic Exercise Date” shall mean, with respect to an Option or a Stock Appreciation Right, the last business day of the applicable Option Term or Stock Appreciation Right Term that was established by the Administrator for such Option or Stock Appreciation Right (*e.g.*, the last business day prior to the tenth anniversary of the date of grant of such Option or Stock Appreciation Right if the Option or Stock Appreciation Right initially had a ten-year Option Term or Stock Appreciation Right Term, as applicable); provided that with respect to an Option or Stock Appreciation Right that has been amended pursuant to this Plan so as to alter the applicable Option Term or Stock Appreciation Right Term, “Automatic Exercise Date” shall mean the last business day of the applicable Option Term or Stock Appreciation Right Term that was established by the Administrator for such Option or Stock Appreciation Right as amended.

2.5 “Award” shall mean an Option, a Restricted Stock award, a Restricted Stock Unit award, a Performance Award, a Dividend Equivalents award, a Stock Payment award or a Stock Appreciation Right, which may be awarded or granted under the Plan (collectively, “Awards”).

2.6 “Award Agreement” shall mean any written notice, agreement, terms and conditions, contract or other instrument or document evidencing an Award, including through electronic medium, which shall contain such terms and conditions with respect to an Award as the Administrator shall determine consistent with the Plan.

2.7 “Board” shall mean the Board of Directors of the Company.

2.8 “Change in Control” shall mean and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clause (i) and (ii) of paragraph (c) below) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in Section 2.8(a) or Section 2.8(c)) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a

merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "Successor Entity")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section 2.8(c)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

In addition, if a Change in Control constitutes a payment event with respect to any portion of an Award that provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) with respect to such Award (or portion thereof) must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A.

The Committee shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.9 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, together with the regulations and official guidance promulgated thereunder.

2.10 "Committee" shall mean the Compensation Committee of the Board, or another committee or subcommittee of the Board or the Compensation Committee, appointed as provided in Section 11.1.

2.11 "Common Stock" shall mean the common stock of the Company, par value \$0.001 per share.

2.12 "Company" shall have the meaning set forth in Article 1.

2.13 "Consultant" shall mean any consultant or adviser engaged to provide services to the Company or any Subsidiary that qualifies as a consultant under the applicable rules of the

2.14 “Director” shall mean a member of the Board, as constituted from time to time.

2.15 “Dividend Equivalent” shall mean a right to receive the equivalent value (in cash or Shares) of dividends paid on Shares, awarded under Section 8.2.

2.16 “DRO” shall mean a domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended from time to time, or the rules thereunder.

2.17 “Effective Date” shall mean the day that the Plan is approved by the Board.

2.18 “Eligible Individual” shall mean any individual hired as a new Employee or rehired as an Employee following a bona fide period of interruption of employment if such person is granted an Award as a material inducement to his or her entering into employment with the Company or a Subsidiary (within the meaning of the NASDAQ Rule 5635(c)(4)).

2.19 “Employee” shall mean any officer or other employee (as determined in accordance with Section 3401(c) of the Code) of the Company or of any Subsidiary.

2.20 “Equity Restructuring” shall mean a nonreciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off, rights offering or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other securities of the Company) or the share price of Common Stock (or other securities) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

2.21 “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.22 “Expiration Date” shall have the meaning given to such term in Section 12.1.

2.23 “Fair Market Value” shall mean, as of any given date, the value of a Share determined as follows:

(a) If the Common Stock is listed on any (i) established securities exchange (such as the New York Stock Exchange, the NASDAQ Global Market and the NASDAQ Global Select Market), (ii) national market system or (iii) automated quotation system, its Fair Market Value shall be the closing sales price for a Share as quoted on such exchange or system for such date or, if there is no closing sales price for a Share on the date in question, the closing sales price for a Share on the last preceding date for which such quotation exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(b) If the Common Stock is not listed on an established securities exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, its Fair Market Value shall be the mean of the high bid and low



asked prices for such date or, if there are no high bid and low asked prices for a Share on such date, the high bid and low asked prices for a Share on the last preceding date for which such information exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(c) If the Common Stock is neither listed on an established securities exchange, national market system or automated quotation system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Administrator in good faith.

2.24 “Holder” shall mean a person who has been granted an Award.

2.25 “Independent Director” means a Director who qualifies as “independent” within the meaning of NASDAQ Rule 5635(c)(4) or any successor rule, as such rule may be amended from time to time.

2.26 “NASDAQ Rule 5635(c)(4)” means NASDAQ Rule 5635(c)(4), or any successor rule, and all guidance and other interpretative authority thereunder, as such rule, guidance and other authority may be amended from time to time

2.27 “Non-Employee Director” shall mean a Director of the Company who is not an Employee.

2.28 “Option” shall mean a right to purchase Shares at a specified exercise price, granted under Article 5. An Option under the Plan will not qualify as an incentive stock option pursuant to Section 422 of the Code.

2.29 “Option Term” shall have the meaning set forth in Section 5.6.

2.30 “Parent” shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities ending with the Company if each of the entities other than the Company beneficially owns, at the time of the determination, securities or interests representing at least fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.31 “Performance Award” shall mean a cash bonus award, stock bonus award, performance award or other incentive award that is paid in cash, Shares or a combination of both, awarded under Section 8.1.

2.32 “Performance Criteria” shall mean the criteria (and adjustments) that the Committee selects for an Award for purposes of establishing the Performance Goal or Performance Goals for a Performance Period, determined as follows:

(a) The Performance Criteria that shall be used to establish Performance Goals may include, but are not limited to: (i) net earnings (either before or after one or more of (A) interest, (B) taxes, (C) depreciation, (D) amortization and (E) non-cash equity-based compensation expense); (ii) gross or net sales or revenue; (iii) net income (either before or after taxes); (iv) adjusted net income; (v) operating earnings or profit (either before or after taxes); (vi) cash flow (including, but not limited to, operating cash flow and free cash flow) and cash flow return on

capital; (vii) return on assets; (viii) return on capital (or invested capital) and cost of capital; (ix) return on stockholders' equity; (x) total stockholder return; (xi) return on sales; (xii) gross or net profit or operating margin; (xiii) costs, reductions in costs and cost control measures; (xiv) expenses; (xv) working capital; (xvi) earnings or loss per share; (xvii) adjusted earnings or loss per share; (xviii) price per share or dividends per share (or appreciation in and/or maintenance of such price or dividends); (xix) regulatory achievements or compliance (including, without limitation, regulatory body approval for commercialization of a product); (xx) implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments of critical projects; (xxi) market share; (xxii) economic value; (xxiii) revenue; (xxiv) revenue growth; (xxv) productivity; (xxvi) operating efficiency; (xxvii) economic value-added; (xxviii) return on net assets; (xxix) funds from operations; (xxx) funds available for distributions; (xxxi) sales unit volume; (xxxii) licensing revenue; (xxxiii) brand recognition and acceptance; (xxxiv) inventory, inventory turns or cycle time; (xxxv) market penetration and geographic business expansion; (xxxvi) customer satisfaction/growth and customer service; (xxxvii) employee satisfaction, recruitment and maintenance of personnel, and human resources management; (xxxviii) supervision of litigation and other legal matters; (xxxix) strategic partnerships and transactions; (xxxx) financial ratios (including those measuring liquidity, activity, profitability or leverage); (xxxxi) supply chain achievements; (xxxxii) debt levels or reductions; (xxxxiii) sales-related goals; (xxxxiv) financing and other capital raising transactions; (xxxxv) year-end cash; (xxxxvi) acquisition activity; (xxxxvii) investment sourcing activity; and (xxxxiii) marketing initiatives, any of which may be measured either in absolute terms or as compared to any incremental increase or decrease or as compared to results of a peer group or to market performance indicators or indices.

(b) The Administrator, in its discretion, may adjust the Performance Criteria for any Performance Period for such factors as the Administrator may determine, including, without limitation, in recognition of unusual or non-recurring events affecting the Company or changes in Applicable Law or Applicable Accounting Standards.

2.33 "Performance Goals" shall mean, for a Performance Period, one or more goals established in writing by the Administrator for the Performance Period based upon one or more Performance Criteria. Depending on the Performance Criteria used to establish Performance Goals, Performance Goals may be expressed in terms of overall Company performance or the performance of a Subsidiary, division, business unit, or an individual. The achievement of each Performance Goal shall be determined, to the extent applicable, with reference to Applicable Accounting Standards.

2.34 "Performance Period" shall mean one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Holder's right to, and the payment of, an Award.

2.35 "Performance Stock Unit" shall mean a Performance Award awarded under Section 8.1 which is denominated in units of value including dollar value of Shares.

2.36 "Permitted Transferee" shall mean, with respect to a Holder, any "family member" of the Holder, as defined in the instructions to use the Form S-8 Registration Statement

under the Securities Act, or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.37 “Plan” shall have the meaning set forth in Article 1.

2.38 “Restricted Stock” shall mean Common Stock awarded under Article 6 that is subject to certain restrictions and may be subject to risk of forfeiture or repurchase.

2.39 “Restricted Stock Unit” shall mean the right to receive Shares awarded under Article 7.

2.40 “Securities Act” shall mean the Securities Act of 1933, as amended.

2.41 “Shares” shall mean shares of Common Stock.

2.42 “Stock Appreciation Right” shall mean a stock appreciation right granted under Article 9.

2.43 “Stock Appreciation Right Term” shall have the meaning set forth in Section 9.4.

2.44 “Stock Payment” shall mean (a) a payment in the form of Shares, or (b) an option or other right to purchase Shares, as part of a bonus, deferred compensation or other arrangement, awarded under Section 8.3.

2.45 “Subsidiary” shall mean any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.46 “Termination of Service” shall mean:

(a) As to a Consultant, the time when the engagement of a Holder as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, without limitation, by resignation, discharge, death, disability or retirement, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(b) As to a Non-Employee Director, the time when a Holder who is a Non-Employee Director ceases to be a Director for any reason, including, without limitation, a termination by resignation, failure to be elected, death, disability or retirement, but excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(c) As to an Employee, the time when the employee-employer relationship between a Holder and the Company or any Subsidiary is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but

excluding terminations where the Holder simultaneously commences or remains in employment or service with the Company or any Subsidiary.

The Administrator, in its discretion, shall determine the effect of all matters and questions relating to any Termination of Service, including, without limitation, the question of whether a Termination of Service resulted from a discharge for cause and all questions of whether particular leaves of absence constitute a Termination of Service. For purposes of the Plan, a Holder's employee-employer relationship or consultancy relations shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Holder ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off).

### ARTICLE 3.

#### SHARES SUBJECT TO THE PLAN

##### 3.1 Number of Shares.

(a) Subject to Sections 3.1(b) and 12.2, the aggregate number of Shares which may be issued or transferred pursuant to Awards under the Plan is 1,625,000 Shares.

(b) To the extent all or a portion of an Award is forfeited, expires, lapses for any reason, or is settled for cash without the delivery of Shares to the Holder, any Shares subject to such Award or portion thereof shall, to the extent of such forfeiture, expiration, lapse or cash settlement, again be available for the grant of an Award under the Plan. Any Shares repurchased by or surrendered to the Company under Section 6.4 so that such Shares are returned to the Company shall again be available for the grant of an Award under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not be counted against the Shares available for issuance under the Plan.

3.2 Stock Distributed. Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Common Stock, treasury Common Stock or Common Stock purchased on the open market.

### ARTICLE 4.

#### GRANTING OF AWARDS

4.1 Participation. The Administrator may, from time to time, select from among all Eligible Individuals, those to whom an Award shall be granted and shall determine the nature and amount of each Award, which shall not be inconsistent with the requirements of the Plan. No Eligible Individual shall have any right to be granted an Award pursuant to the Plan.

4.2 Award Agreement. Each Award shall be evidenced by an Award Agreement that sets forth the terms, conditions and limitations for such Award, which may include the term of the Award, the provisions applicable in the event of the Holder's Termination of Service, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

4.3 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan, and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act, shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3 of the Exchange Act and any amendments thereto) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

4.4 At-Will Employment; Voluntary Participation. Nothing in the Plan or Award Agreement shall confer upon any Holder any right to continue in the employ of, or as a Director or Consultant for, the Company or any Subsidiary, or shall interfere with or restrict in any way the rights of the Company and any Subsidiary, which rights are hereby expressly reserved, to discharge any Holder at any time for any reason whatsoever, with or without cause, and with or without notice, or to terminate or change all other terms and conditions of employment or engagement, except to the extent expressly provided otherwise in a written agreement between the Holder and the Company or any Subsidiary. Participation by each Holder in the Plan shall be voluntary and nothing in the Plan shall be construed as mandating that any Eligible Individual shall participate in the Plan.

4.5 Stand-Alone and Tandem Awards. Awards granted pursuant to the Plan may, in the discretion of the Administrator, be granted either alone, in addition to, or in tandem with, any other Award granted pursuant to the Plan. Awards granted in addition to or in tandem with other Awards may be granted either at the same time as or at a different time from the grant of such other Awards.

## ARTICLE 5.

### OPTIONS

5.1 Granting of Options to Eligible Individuals. The Administrator is authorized to grant Options to Eligible Individuals from time to time, in its discretion, on such terms and conditions as it may determine, which shall not be inconsistent with the Plan.

5.2 Option Exercise Price. The exercise price per Share subject to each Option shall be set by the Administrator, but shall not be less than 100% of the Fair Market Value of a Share on the date the Option is granted unless otherwise determined by the Administrator.

5.3 Option Vesting.

(a) The period during which the right to exercise, in whole or in part, an Option vests in the Holder shall be set by the Administrator and the Administrator may determine that an Option may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any Subsidiary or any other criteria selected by the Administrator, including Performance Goals or Performance Criteria. At any time after the grant of an Option, the Administrator, in its discretion and subject to whatever terms and conditions it selects, may accelerate the period during which an Option vests.

(b) No portion of an Option which is unexercisable at a Holder's Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator either in the Award Agreement evidencing the grant of an Option or by action of the Administrator following the grant of the Option. Unless otherwise determined by the Administrator in the Award Agreement or by action of the Administrator following the grant of the Option, the portion of an Option that is unexercisable at a Holder's Termination of Service shall automatically expire thirty (30) days following such Termination of Service.

5.4 Manner of Exercise. All or a portion of an exercisable Option shall be deemed exercised upon delivery of all of the following to the Secretary of the Company, the stock administrator of the Company or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Option or such portion of the Option.

(b) Such representations and documents as the Administrator, in its discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator may, in its discretion, also take whatever additional actions it deems appropriate to effect such compliance including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars.

(c) In the event that the Option shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Option, as determined in the discretion of the Administrator.

(d) Full payment of the exercise price and applicable withholding taxes for the shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 10.1 and Section 10.2.

5.5 Partial Exercise. An exercisable Option may be exercised in whole or in part. However, an Option shall not be exercisable with respect to fractional Shares unless otherwise determined by the Administrator and the Administrator may require that, by the terms of the Option, a partial exercise must be with respect to a minimum number of shares.

5.6 Option Term. The term of each Option (the "Option Term") shall be set by the Administrator in its discretion; provided, however, that the Option Term shall not be more than ten (10) years from the date the Option is granted. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise the vested Options, which time period may not extend beyond the last day of the Option Term. Except as limited by the requirements of Section 409A of the Code or the first sentence of this Section 5.6, the Administrator may extend the Option Term of any outstanding Option, and may extend the time period during which vested Options may be exercised, in connection with any Termination of Service of the Holder, and may amend, subject to Section 11.2, any other term or condition of such Option relating to such a Termination of Service.

5.7 Expiration of Option Term: Automatic Exercise of In-The-Money Options. Unless otherwise determined by the Administrator (in an Award Agreement or otherwise) or as otherwise directed by an Option Holder in writing to the Company, each Option outstanding on the Automatic Exercise Date with an exercise price per share that is less than the Fair Market Value per share of Common Stock as of such date shall automatically and without further action by the Option Holder or the Company be exercised on the Automatic Exercise Date. In the discretion of the Administrator, payment of the exercise price of any such Option shall be made pursuant to Section 10.1(b) or Section 10.1(c) and the Company or any Subsidiary shall deduct or withhold an amount sufficient to satisfy all taxes associated with such exercise in accordance with Section 10.2. Unless otherwise determined by the Administrator, this Section 5.7 shall not apply to an Option if the Holder of such Option incurs a Termination of Service on or before the Automatic Exercise Date. For the avoidance of doubt, no Option with an exercise price per share that is equal to or greater than the Fair Market Value per share of Common Stock on the Automatic Exercise Date shall be exercised pursuant to this Section 5.7.

## ARTICLE 6.

### RESTRICTED STOCK

#### 6.1 Award of Restricted Stock.

(a) The Administrator is authorized to grant Restricted Stock to Eligible Individuals, and shall determine the terms and conditions, including the restrictions applicable to each award of Restricted Stock, which terms and conditions shall not be inconsistent with the Plan, and may impose such conditions on the issuance of such Restricted Stock as it deems appropriate.

(b) The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. In all cases, legal consideration shall be required for each issuance of Restricted Stock.

6.2 Rights as Stockholders. Subject to Section 6.4, upon issuance of Restricted Stock, the Holder shall have, unless otherwise provided by the Administrator, all the rights of a stockholder with respect to said Shares, subject to the restrictions in each individual Award Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Shares; provided, however, that, in the discretion of the Administrator, any extraordinary distributions with respect to the Shares shall be subject to the restrictions set forth in Section 6.3.

6.3 Restrictions. All shares of Restricted Stock (including any shares received by Holders thereof with respect to shares of Restricted Stock as a result of stock dividends, stock splits or any other form of recapitalization) shall, in the terms of each individual Award Agreement, be subject to such restrictions and vesting requirements as the Administrator shall provide. Such restrictions may include, without limitation, restrictions concerning voting rights and transferability and such restrictions may lapse separately or in combination at such times and pursuant to such circumstances or based on such criteria as selected by the Administrator,

including, without limitation, criteria based on the Holder's duration of employment, directorship or consultancy with the Company, Performance Goals, Performance Criteria, Company performance, individual performance or other criteria selected by the Administrator. By action taken after the Restricted Stock is issued, the Administrator may, on such terms and conditions as it may determine to be appropriate, accelerate the vesting of such Restricted Stock by removing any or all of the restrictions imposed by the terms of the applicable Award Agreement. Unless otherwise determined by the Administrator, Restricted Stock may not be sold or encumbered until all restrictions are terminated or expire.

6.4 Repurchase or Forfeiture of Restricted Stock. Except as otherwise determined by the Administrator at the time of the grant of the Award or thereafter, (a) if no price was paid by the Holder for the Restricted Stock, upon a Termination of Service during the applicable restriction period, the Holder's rights in unvested Restricted Stock then subject to restrictions shall lapse, and such Restricted Stock shall be surrendered to the Company and cancelled without consideration, and (b) if a price was paid by the Holder for the Restricted Stock, upon a Termination of Service during the applicable restriction period, the Company shall have the right to repurchase from the Holder the unvested Restricted Stock then subject to restrictions at a cash price per share equal to the price paid by the Holder for such Restricted Stock or such other amount as may be specified in the applicable Award Agreement.

6.5 Certificates for Restricted Stock. Restricted Stock granted pursuant to the Plan may be evidenced in such manner as the Administrator shall determine. Certificates or book entries evidencing shares of Restricted Stock shall include an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock. The Company, in its discretion, may (a) retain physical possession of any stock certificate evidencing shares of Restricted Stock until the restrictions thereon shall have lapsed and/or (b) require that the stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may but need not be the Company) until the restrictions thereon shall have lapsed and that the Holder deliver a stock power, endorsed in blank, relating to such Restricted Stock.

6.6 Section 83(b) Election. If a Holder makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which the Holder would otherwise be taxable under Section 83(a) of the Code, the Holder shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service.

## ARTICLE 7.

### RESTRICTED STOCK UNITS

7.1 Grant of Restricted Stock Units. The Administrator is authorized to grant Awards of Restricted Stock Units to any Eligible Individual selected by the Administrator in such amounts and subject to such terms and conditions as determined by the Administrator.

7.2 Purchase Price. The Administrator shall specify the purchase price, if any, to be paid by the Holder to the Company with respect to any Restricted Stock Unit award; provided,



however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law.

7.3 Vesting of Restricted Stock Units. At the time of grant, the Administrator shall specify the date or dates on which the Restricted Stock Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate, including, without limitation, vesting based upon the Holder's duration of service to the Company or any Subsidiary, Company performance, individual performance or other specific criteria, in each case on a specified date or dates or over any period or periods, as determined by the Administrator.

7.4 Maturity and Payment. At the time of grant, the Administrator shall specify the maturity date applicable to each grant of Restricted Stock Units, which shall be no earlier than the vesting date or dates of the Award and may be determined at the election of the Holder (if permitted by the applicable Award Agreement); provided that, except as otherwise set forth in an applicable Award Agreement, the maturity date relating to each Restricted Stock Unit shall not occur following the later of (a) the 15<sup>th</sup> day of the third month following the end of the calendar year in which the applicable portion of the Restricted Stock Unit vests; or (b) the 15<sup>th</sup> day of the third month following the end of the Company's fiscal year in which the applicable portion of the Restricted Stock Unit vests. On the maturity date, the Company shall, subject to Section 10.4, transfer to the Holder one unrestricted, fully transferable Share for each Restricted Stock Unit scheduled to be paid out on such date and not previously forfeited, or in the discretion of the Administrator, an amount in cash equal to the Fair Market Value of such Shares on the maturity date or a combination of cash and Common Stock as determined by the Administrator.

7.5 No Rights as a Stockholder. Unless otherwise determined by the Administrator, a Holder of Restricted Stock Units shall possess no incidents of ownership with respect to the Shares represented by such Restricted Stock Units, unless and until such Shares are transferred to the Holder pursuant to the terms of this Plan and the Award Agreement.

## ARTICLE 8.

### PERFORMANCE AWARDS, DIVIDEND EQUIVALENTS, STOCK PAYMENTS

8.1 Performance Awards. The Administrator is authorized to grant Performance Awards, including Awards of Performance Stock Units and other Awards determined in the Administrator's discretion from time to time, to any Eligible Individual. The value of Performance Awards, including Performance Stock Units, may be linked to the attainment of the Performance Goals or other specific criteria, whether or not objective, determined by the Administrator, in each case on a specified date or dates or over any period or periods and in such amounts as may be determined by the Administrator.

8.2 Dividend Equivalents.

(a) Dividend Equivalents may be granted by the Administrator based on dividends declared on the Common Stock, to be credited as of dividend payment dates with respect to dividends with record dates that occur during the period between the date an Award is granted to a Holder and the date such Award vests, is exercised, is distributed or expires, as determined by

the Administrator. Such Dividend Equivalents shall be converted to cash or additional Shares by such formula and at such time and subject to such restrictions and limitations as may be determined by the Administrator.

8.3 **Stock Payments.** The Administrator is authorized to make Stock Payments to any Eligible Individual. The number or value of Shares of any Stock Payment shall be determined by the Administrator and may be based upon one or more Performance Goals or any other specific criteria, including service to the Company or any Subsidiary, determined by the Administrator. Shares underlying a Stock Payment which is subject to a vesting schedule or other conditions or criteria set by the Administrator shall not be issued until those conditions have been satisfied. Unless otherwise provided by the Administrator, a Holder of a Stock Payment shall have no rights as a Company stockholder with respect to such Stock Payment until such time as the Stock Payment has vested and the Shares underlying the Award have been issued to the Holder. Stock Payments may, but are not required to, be made in lieu of base salary, bonus, fees or other cash compensation otherwise payable to such Eligible Individual.

8.4 **Purchase Price.** The Administrator may establish the purchase price of a Performance Award or Shares distributed as a Stock Payment award; provided, however, that value of the consideration shall not be less than the par value of a Share, unless otherwise permitted by Applicable Law.

## ARTICLE 9.

### STOCK APPRECIATION RIGHTS

#### 9.1 Grant of Stock Appreciation Rights.

(a) The Administrator is authorized to grant Stock Appreciation Rights to Eligible Individuals from time to time, in its discretion, on such terms and conditions as it may determine, which shall not be inconsistent with the Plan.

(b) A Stock Appreciation Right shall entitle the Holder (or other person entitled to exercise the Stock Appreciation Right pursuant to the Plan) to exercise all or a specified portion of the Stock Appreciation Right (to the extent then exercisable pursuant to its terms) and to receive from the Company an amount determined by multiplying the difference obtained by subtracting the exercise price per share of the Stock Appreciation Right from the Fair Market Value on the date of exercise of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right shall have been exercised, subject to any limitations the Administrator may impose. Unless otherwise determined by the Administrator, the exercise price per Share subject to each Stock Appreciation Right shall be set by the Administrator, but shall not be less than 100% of the Fair Market Value on the date the Stock Appreciation Right is granted.

#### 9.2 Stock Appreciation Right Vesting.

(a) The period during which the right to exercise, in whole or in part, a Stock Appreciation Right vests in the Holder shall be set by the Administrator, and the Administrator may determine that a Stock Appreciation Right may not be exercised in whole or in part for a specified period after it is granted. Such vesting may be based on service with the Company or any

Subsidiary, Performance Criteria, Performance Goals or any other criteria selected by the Administrator. At any time after grant of a Stock Appreciation Right, the Administrator, in its discretion and subject to whatever terms and conditions it selects, may accelerate the period during which a Stock Appreciation Right vests.

(b) No portion of a Stock Appreciation Right which is unexercisable at a Holder's Termination of Service shall thereafter become exercisable, except as may be otherwise provided by the Administrator in an Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right. Unless otherwise determined by the Administrator in the Award Agreement or by action of the Administrator following the grant of the Stock Appreciation Right, the portion of a Stock Appreciation Right which is unexercisable at a Holder's Termination of Service shall automatically expire thirty (30) days following such Termination of Service.

9.3 Manner of Exercise. All or a portion of an exercisable Stock Appreciation Right shall be deemed exercised upon delivery of all of the following to the Secretary of the Company, the stock administrator of the Company, or such other person or entity designated by the Administrator, or his, her or its office, as applicable:

(a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Stock Appreciation Right, or a portion thereof, is exercised. The notice shall be signed by the Holder or other person then entitled to exercise the Stock Appreciation Right or such portion of the Stock Appreciation Right.

(b) Such representations and documents as the Administrator, in its discretion, deems necessary or advisable to effect compliance with Applicable Law. The Administrator, in its discretion, may also take whatever additional actions it deems appropriate to effect such compliance, including, without limitation, placing legends on share certificates and issuing stop-transfer notices to agents and registrars.

(c) In the event that the Stock Appreciation Right shall be exercised by any person or persons other than the Holder, appropriate proof of the right of such person or persons to exercise the Stock Appreciation Right, as determined in the discretion of the Administrator.

(d) Full payment of the exercise price and applicable withholding taxes for the Shares with respect to which the Stock Appreciation Right, or portion thereof, is exercised, in a manner permitted by Section 10.1 and Section 10.2.

9.4 Stock Appreciation Right Term. The term of each Stock Appreciation Right (the "Stock Appreciation Right Term") shall be set by the Administrator in its discretion; provided, however, that the Stock Appreciation Right Term shall not be more than ten (10) years from the date the Stock Appreciation Right is granted. The Administrator shall determine the time period, including the time period following a Termination of Service, during which the Holder has the right to exercise the vested Stock Appreciation Rights, which time period may not extend beyond the last day of the Stock Appreciation Right Term applicable to such Stock Appreciation Right. Except as limited by the requirements of Section 409A of the Code or the first sentence of this Section 9.4, the Administrator may extend the Stock Appreciation Right Term of any outstanding

Stock Appreciation Right, and may extend the time period during which vested Stock Appreciation Rights may be exercised, in connection with any Termination of Service of the Holder, and may amend, subject to Section 11.2, any other term or condition of such Stock Appreciation Right relating to such a Termination of Service.

9.5 Payment. Payment of the amounts payable with respect to Stock Appreciation Rights pursuant to this Article 9 shall be in cash, Shares (based on Fair Market Value as of the date the Stock Appreciation Right is exercised), or a combination of both, as determined by the Administrator.

9.6 Expiration of Stock Appreciation Right Term: Automatic Exercise of In-The-Money Stock Appreciation Rights. Unless otherwise determined by the Administrator (in an Award Agreement or otherwise) or as otherwise directed by a Stock Appreciation Right Holder in writing to the Company, each Stock Appreciation Right outstanding on the Automatic Exercise Date with an exercise price per share that is less than the Fair Market Value per share of Common Stock as of such date shall automatically and without further action by the Stock Appreciation Right Holder or the Company be exercised on the Automatic Exercise Date. In the discretion of the Administrator, the Company or any Subsidiary shall deduct or withhold an amount sufficient to satisfy all taxes associated with such exercise in accordance with Section 10.2. Unless otherwise determined by the Administrator, this Section 9.6 shall not apply to a Stock Appreciation Right if the Holder of such Stock Appreciation Right incurs a Termination of Service on or before the Automatic Exercise Date. For the avoidance of doubt, no Stock Appreciation Right with an exercise price per share that is equal to or greater than the Fair Market Value per share of Common Stock on the Automatic Exercise Date shall be exercised pursuant to this Section 9.6.

## ARTICLE 10.

### ADDITIONAL TERMS OF AWARDS

10.1 Payment. The Administrator shall determine the methods by which payments by any Holder with respect to any Awards granted under the Plan shall be made, including, without limitation: (a) cash or check, (b) Shares (including, in the case of payment of the exercise price of an Award, Shares issuable pursuant to the exercise of the Award) held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences, in each case, having a Fair Market Value on the date of delivery equal to the aggregate payments required, (c) delivery of a written or electronic notice that the Holder has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise or vesting of an Award, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate payments required; provided that payment of such proceeds is then made to the Company upon settlement of such sale, or (d) any other form of legal consideration acceptable to the Administrator in its discretion. The Administrator shall also determine the methods by which Shares shall be delivered or deemed to be delivered to Holders. Notwithstanding any other provision of the Plan to the contrary, no Holder who is a Director or an “executive officer” of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

10.2 Tax Withholding. The Company or any Subsidiary shall have the authority and the right to deduct or withhold, or require a Holder to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes (including the Holder's FICA, employment tax or other social security contribution obligation) required by law to be withheld with respect to any taxable event concerning a Holder arising as a result of the Plan. The Administrator, in its discretion and in satisfaction of the foregoing requirement, may withhold, or allow a Holder to elect to have the Company withhold, Shares otherwise issuable under an Award (or allow the surrender of Shares). Unless otherwise determined by the Administrator, the number of Shares which may be so withheld or surrendered shall be limited to the number of Shares which have a Fair Market Value on the date of withholding or repurchase equal to the aggregate amount of such liabilities based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income. The Administrator shall determine the fair market value of the Shares, consistent with applicable provisions of the Code, for tax withholding obligations due in connection with a broker-assisted cashless Option or Stock Appreciation Right exercise involving the sale of Shares to pay the Option or Stock Appreciation Right exercise price or any tax withholding obligation.

10.3 Transferability of Awards.

(a) Except as otherwise provided in Section 10.3(b):

(i) No Award under the Plan may be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a DRO, unless and until such Award has been exercised, or the Shares underlying such Award have been issued, and all restrictions applicable to such Shares have lapsed;

(ii) No Award or interest or right therein shall be liable for the debts, contracts or engagements of the Holder or the Holder's successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by Section 10.3(a)(i); and

(iii) During the lifetime of the Holder, only the Holder may exercise an Award (or any portion thereof) granted to such Holder under the Plan, unless it has been disposed of pursuant to a DRO; after the death of the Holder, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the Award Agreement, be exercised by the Holder's personal representative or by any person empowered to do so under the deceased Holder's will or under the then-applicable laws of descent and distribution.

(b) Notwithstanding Section 10.3(a), the Administrator, in its discretion, may determine to permit a Holder to transfer an Award to any one or more Permitted Transferees, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or transferable by the Permitted Transferee other than by will or the laws

of descent and distribution; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Holder (other than the ability to further transfer the Award); and (iii) the Holder and the Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer.

(c) Notwithstanding Section 10.3(a), a Holder may, in the manner determined by the Administrator, designate a beneficiary to exercise the rights of the Holder and to receive any distribution with respect to any Award upon the Holder's death. A beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Holder, except to the extent the Plan and Award Agreement otherwise provide, and to any additional restrictions deemed necessary or appropriate by the Administrator. If the Holder is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Holder's spouse or domestic partner, as applicable, as the Holder's beneficiary with respect to more than 50% of the Holder's interest in the Award shall not be effective without the prior written or electronic consent of the Holder's spouse or domestic partner. If no beneficiary has been designated or survives the Holder, payment shall be made to the person entitled thereto pursuant to the Holder's will or the laws of descent and distribution. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Holder at any time; provided that the change or revocation is filed with the Administrator prior to the Holder's death.

#### 10.4 Conditions to Issuance of Shares.

(a) Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares issuable pursuant to any Award, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such Shares is in compliance with Applicable Law and the Shares are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Holder make such reasonable covenants, agreements and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with Applicable Law.

(b) All Share certificates delivered pursuant to the Plan and all Shares issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with Applicable Law. The Administrator may place legends on any Share certificate or book entry to reference restrictions applicable to the Shares.

(c) The Administrator shall have the right to require any Holder to comply with any timing or other restrictions with respect to the settlement, distribution or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(d) No fractional Shares shall be issued and the Administrator, in its discretion, shall determine whether cash shall be given in lieu of fractional Shares or whether such fractional Shares shall be eliminated by rounding down.

(e) Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by Applicable Law, the Company shall not deliver to any Holder certificates evidencing Shares issued in connection with any Award and instead such Shares shall be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

10.5 Forfeiture and Claw-Back Provisions. Pursuant to its general authority to determine the terms and conditions applicable to Awards under the Plan, the Administrator shall have the right to provide, in an Award Agreement or otherwise, or to require a Holder to agree by separate written or electronic instrument, that:

(a) (i) Any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of the Award, or upon the receipt or resale of any Shares underlying the Award, shall be paid to the Company, and (ii) the Award shall terminate and any unexercised portion of the Award (whether or not vested) shall be forfeited, if (x) a Termination of Service occurs prior to a specified date, or within a specified time period following receipt or exercise of the Award, or (y) the Holder at any time, or during a specified time period, engages in any activity in competition with the Company, or which is inimical, contrary or harmful to the interests of the Company, as further defined by the Administrator or (z) the Holder incurs a Termination of Service for "cause" (as such term is defined in the discretion of the Administrator, or as set forth in a written agreement relating to such Award between the Company and the Holder); and

(b) All Awards (including any proceeds, gains or other economic benefit actually or constructively received by the Holder upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Agreement.

10.6 Repricing. Subject to Section 11.2, the Administrator shall have the authority, without the approval of the stockholders of the Company, to amend any outstanding Option or Stock Appreciation Right to reduce its price per share or cancel any Option or Stock Appreciation Right in exchange for cash or another Award when the Option or Stock Appreciation Right price per share exceeds the Fair Market Value of the underlying Shares.

10.7 Action Required Upon Grant of Award. The Company shall, in accordance with NASDAQ Rule 5635(c), (a) issue a press release disclosing the material terms of the Award, including the recipient(s) of the Award and the number of Shares involved and (b) provide written notice to the NASDAQ of the grant.

## ARTICLE 11.

### ADMINISTRATION

11.1 Administrator. The Committee (or another committee or a subcommittee of the Board assuming the functions of the Committee under the Plan) shall administer the Plan (except as otherwise permitted herein) and, unless otherwise determined by the Board, shall consist solely of two or more Non-Employee Directors, each of whom is intended to qualify as both a “non-employee director” as defined by Rule 16b-3 of the Exchange Act or any successor rule and an “independent director” under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded. Notwithstanding the foregoing, any action taken by the Committee shall be valid and effective, whether or not members of the Committee at the time of such action are later determined not to have satisfied the requirements for membership set forth in this Section 11.1 or otherwise provided in any charter of the Committee. Except as may otherwise be provided in any charter of the Committee, appointment of Committee members shall be effective upon acceptance of appointment. Committee members may resign at any time by delivering written or electronic notice to the Board. Vacancies in the Committee may only be filled by the Board. Notwithstanding the foregoing, (a) the full Board, acting by a majority of its members in office, shall conduct the general administration of the Plan with respect to Awards granted to Non-Employee Directors and, with respect to such Awards, the terms “Administrator” and “Committee” as used in the Plan shall be deemed to refer to the Board and (b) the Board or Committee may delegate its authority hereunder to the extent permitted by Section 11.6. The Administrator may adopt procedures from time to time that are intended to ensure that an individual is an Eligible Individual prior to the granting of any Awards to such individual (including without limitation a requirement that each such individual certify to the Company prior to the receipt of an Award that he or she is not currently employed by the Company or a Subsidiary and, if previously so employed, has had a bona fide period of interruption of employment, and that the grant of Awards is an inducement material to his or her agreement to enter into employment with the Company or a Subsidiary).

11.2 Duties and Powers of Committee. It shall be the duty of the Committee to conduct the general administration of the Plan in accordance with its provisions. The Committee shall have the power to interpret the Plan and Award Agreements, and to adopt such rules for the administration, interpretation and application of the Plan as are not inconsistent therewith, to interpret, amend or revoke any such rules and to amend any Award Agreement; provided that the rights or obligations of the Holder of the Award that is the subject of any such Award Agreement are not affected adversely by such amendment, unless the consent of the Holder is obtained or such amendment is otherwise permitted under Section 10.5 or Section 12.10. Any such grant or award under the Plan need not be the same with respect to each Holder. In its discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan except with respect to matters which under Rule 16b-3 under the Exchange Act or any successor rule, or any regulations or rules issued thereunder, or the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded are required to be determined in the discretion of the Committee.

11.3 Action by the Committee. Unless otherwise established by the Board or in any charter of the Committee, a majority of the Committee shall constitute a quorum and the acts of a



majority of the members present at any meeting at which a quorum is present, and acts approved in writing by all members of the Committee in lieu of a meeting, shall be deemed the acts of the Committee. Each member of the Committee is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other employee of the Company or any Subsidiary, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

11.4 Authority of Administrator. Subject to the Company's Bylaws, the Committee's Charter and any specific designation in the Plan, the Administrator has the exclusive power, authority and sole discretion to:

- (a) Designate Eligible Individuals to receive Awards;
- (b) Determine the type or types of Awards to be granted to Eligible Individuals;
- (c) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;
- (d) Determine the terms and conditions of any Award granted pursuant to the Plan, including, but not limited to, the exercise price, grant price, purchase price, any Performance Goals or Performance Criteria, any reload provision, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations or waivers thereof, and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Administrator in its sole discretion determines;
- (e) Determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, other Awards, or other property, or an Award may be canceled, forfeited, or surrendered;
- (f) Prescribe the form of each Award Agreement, which need not be identical for each Holder;
- (g) Decide all other matters that must be determined in connection with an Award;
- (h) Establish, adopt or revise any rules and regulations as it may deem necessary or advisable to administer the Plan;
- (i) Interpret the terms of, and any matter arising pursuant to, the Plan or any Award Agreement;
- (j) Make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan; and

(k) Accelerate wholly or partially the vesting or lapse of restrictions of any Award or portion thereof at any time after the grant of an Award, subject to whatever terms and conditions it selects.

11.5 Decisions Binding. The Administrator's interpretation of the Plan, any Awards granted pursuant to the Plan, and any Award Agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding and conclusive on all parties.

11.6 Delegation of Authority. To the extent permitted by Applicable Law, the Board or Committee may from time to time delegate to a committee of one or more members of the Board or one or more officers of the Company the authority to grant or amend Awards or to take other administrative actions pursuant to this Article 11. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation, and the Board may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 11.6 shall serve in such capacity at the pleasure of the Board and the Committee.

## ARTICLE 12.

### MISCELLANEOUS PROVISIONS

12.1 Amendment, Suspension or Termination of the Plan. Except as otherwise provided in this Section 12.1, the Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. However, to the extent required by Applicable Law, without approval of the Company's stockholders given within twelve (12) months before or after the action by the Administrator, no action of the Administrator may, except as provided in Section 12.2, increase the limits imposed in Section 3.1 on the maximum number of Shares which may be issued under the Plan. Except as provided in Section 12.10, no amendment, suspension or termination of the Plan shall, without the consent of the Holder, impair any rights or obligations under any Award theretofore granted or awarded, unless the Award itself otherwise expressly so provides. No Awards may be granted or awarded during any period of suspension or after termination of the Plan, and in no event may any Award be granted under the Plan after the tenth anniversary of the Effective Date (the "Expiration Date"). Any Awards that are outstanding on the Expiration Date shall remain in force according to the terms of the Plan and the applicable Award Agreement.

12.2 Changes in Common Stock or Assets of the Company, Acquisition or Liquidation of the Company and Other Corporate Events.

(a) In connection with the occurrence of any Equity Restructuring, and notwithstanding anything to the contrary in this Section 12.2, the Administrator shall equitably adjust each outstanding Award, which adjustments may include adjustments to the number and type of securities subject to each outstanding Award and/or the exercise price or grant price thereof, if applicable, the grant of new Awards (subject to the requirements of NASDAQ Rule 5635(c)(4) and other Applicable Laws), and/or the making of a cash payment, as the Administrator deems appropriate to reflect such Equity Restructuring. The adjustments provided under this Section 12.2(a) shall be nondiscretionary and shall be final and binding on the affected Holder and the

Company; provided that whether an adjustment is equitable shall be determined in the discretion of the Administrator.

(b) In the event that the Administrator determines that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), Change in Control, reorganization, merger, amalgamation, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, as determined by the Administrator, affects the Common Stock such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award, the Administrator may make equitable adjustments, if any, to reflect such change with respect to: (i) the aggregate number and kind of shares that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Sections 3.1) on the maximum number and kind of shares which may be issued under the Plan); (ii) the number and kind of Shares (or other securities or property) subject to outstanding Awards; (iii) the terms and conditions of any outstanding Awards (including, without limitation, any applicable performance targets or criteria with respect thereto); and (iv) the grant or exercise price per share for any outstanding Awards under the Plan.

(c) In the event of any transaction or event described in Section 12.2(b) or any unusual or nonrecurring transactions or events affecting the Company, any Subsidiary of the Company, or the financial statements of the Company or any Subsidiary, or of changes in Applicable Law or accounting principles, the Administrator, in its discretion, and on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Holder's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any Award under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(i) To provide for either (A) termination of any such Award in exchange for an amount of cash, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Holder's rights (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction or event described in this Section 12.2 the Administrator determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Holder's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property selected by the Administrator, in its discretion, having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Award or realization of the Holder's rights had such Award been currently exercisable or payable or fully vested;

(ii) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights

or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(iii) To make adjustments in the number and type of shares of the Company's stock (or other securities or property) subject to outstanding Awards, and in the number and kind of outstanding Restricted Stock and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards and Awards which may be granted in the future;

(iv) To provide that such Award shall be exercisable or payable or fully vested with respect to all shares covered thereby, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(v) To provide that the Award will terminate and cannot vest, be exercised or become payable after such event.

(d) The Administrator, in its discretion, may include such further provisions and limitations in any Award, agreement or certificate, as it may deem equitable and in the best interests of the Company that are not inconsistent with the provisions of the Plan.

(e) Unless otherwise determined by the Administrator, no adjustment or action described in this Section 12.2 or in any other provision of the Plan shall be authorized to the extent that such adjustment would cause the Plan or an Award to violate NASDAQ Rule 5635(c)(4) or other Applicable Law. Furthermore, no such adjustment or action shall be authorized to the extent such adjustment or action would result in short-swing profits liability under Section 16 of the Exchange Act or violate the exemptive conditions of Rule 16b-3 of the Exchange Act unless the Administrator determines that the Award is not to comply with such exemptive conditions.

(f) The existence of the Plan, the Award Agreement and the Awards granted hereunder shall not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(g) No action shall be taken under this Section 12.2 which shall cause an Award to fail to comply with Section 409A of the Code, to the extent applicable.

(h) In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the Shares or the share price of the Common Stock including any Equity Restructuring, for reasons of administrative convenience, the Company, in its discretion, may refuse to permit the exercise of any Award during a period of up to thirty (30) days prior to the consummation of any such transaction.

12.3 Approval of Plan by Stockholders Not Required. It is expressly intended that approval of the Company's stockholders not be required as a condition of the effectiveness of the Plan, and the Plan's provisions shall be interpreted in a manner consistent with such intent for all purposes. Specifically, NASDAQ Rule 5635(c) generally requires stockholder approval for equity-compensation plans adopted by companies whose securities are listed on the NASDAQ Stock Market that provide for the delivery of equity securities to any employees, directors or other service providers of such companies as compensation for services. NASDAQ Rule 5635(c)(4) provides an exemption in certain circumstances for employment inducement awards. Notwithstanding anything to the contrary herein, in accordance with NASDAQ Rule 5635(c)(4), Awards may only be granted as material inducements to Eligible Individuals being hired or rehired as Employees, as applicable, and must be approved by (a) the Board, acting through a majority of the Company's Independent Directors or (b) the independent Compensation Committee of the Board. Accordingly, pursuant to NASDAQ Rule 5635(c)(4), the issuance of Awards and the Shares issuable upon exercise or vesting of such Awards pursuant to the Plan is not subject to the approval of the Company's stockholders.

12.4 No Stockholders Rights. Except as otherwise provided herein, a Holder shall have none of the rights of a stockholder with respect to Shares covered by any Award until the Holder becomes the record owner of such Shares.

12.5 Paperless Administration. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Holder may be permitted through the use of such an automated system.

12.6 Effect of Plan upon Other Compensation Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Subsidiary. Nothing in the Plan shall be construed to limit the right of the Company or any Subsidiary: (a) to establish any other forms of incentives or compensation for Employees, Directors or Consultants of the Company or any Subsidiary, or (b) except as otherwise provided in the penultimate sentence of Section 3.1(a), to grant or assume options or other rights or awards otherwise than under the Plan in connection with any proper corporate purpose including without limitation, the grant or assumption of options in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, partnership, limited liability company, firm or association.

12.7 Compliance with Laws. The Plan, the granting and vesting of Awards under the Plan and the issuance and delivery of Shares and the payment of money under the Plan or under Awards granted or awarded hereunder are subject to compliance with all Applicable Law (including but not limited to state, federal and foreign securities law and margin requirements), and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under the Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all Applicable Law. To the extent permitted by Applicable Law, the Plan and Awards granted or

awarded hereunder shall be deemed amended to the extent necessary to conform to Applicable Law.

12.8 Titles and Headings, References to Sections of the Code or Exchange Act. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control. References to sections of the Code or the Exchange Act shall include any amendment or successor thereto.

12.9 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof or of any other jurisdiction.

12.10 Section 409A. To the extent that the Administrator determines that any Award granted under the Plan is subject to Section 409A of the Code, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A of the Code. To the extent applicable, the Plan and any Award Agreements shall be interpreted in accordance with Section 409A of the Code, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date the Administrator determines that any Award may be subject to Section 409A of the Code (including Department of Treasury guidance as may be issued after the Effective Date), the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section 409A of the Code and thereby avoid the application of any penalty taxes under such Section.

12.11 No Rights to Awards. No Eligible Individual or other person shall have any claim to be granted any Award pursuant to the Plan, and neither the Company nor the Administrator is obligated to treat Eligible Individuals, Holders or any other persons or Awards (or portions thereof) uniformly.

12.12 Unfunded Status of Awards. The Plan is intended to be an “unfunded” plan for incentive compensation. With respect to any payments not yet made to a Holder pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Holder any rights that are greater than those of a general creditor of the Company or any Subsidiary.

12.13 Indemnification. To the extent allowable pursuant to Applicable Law, each member of the Committee or of the Board shall be indemnified and held harmless by the Company from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act pursuant to the Plan and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her; provided he or she gives the Company an opportunity, at its own expense, to handle and defend the same before he or she

undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled pursuant to the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

12.14                    Relationship to other Benefits. No payment pursuant to the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

12.15                    Expenses. The expenses of administering the Plan shall be borne by the Company and its Subsidiaries.

\* \* \* \* \*

**T2 BIOSYSTEMS, INC.  
INDUCEMENT AWARD PLAN**

**STOCK OPTION GRANT NOTICE**

T2 Biosystems, Inc., a Delaware corporation, (the "Company"), pursuant to its Inducement Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant"), an option to purchase the number of shares of Common Stock ("Stock") set forth below (the "Option"). The Option is subject to the terms and conditions set forth in this Stock Option Grant Notice (the "Grant Notice") and the Stock Option Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

**Participant:**

**Grant Date:**

**Exercise Price per Share:** \$

**Total Exercise Price:** \$

**Total Number of Shares**

**Subject to the Option:** shares

**Expiration Date:**

**Vesting Commencement  
Date:**

**Vesting Schedule:** [To be specified in individual agreements]

**Type of Option:** Non-Qualified Stock Option

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice or the Agreement.

**T2 BIOSYSTEMS, INC.**

**PARTICIPANT**

By:  
Print  
Name:  
Title:

By:  
Print  
Name:



**EXHIBIT A  
TO STOCK OPTION GRANT NOTICE**

**STOCK OPTION AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant an Option under the Plan to purchase the number of shares of Stock set forth in the Grant Notice.

**ARTICLE 13.  
GENERAL**

13.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

13.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

13.3 Employment Inducement Award. The Option is intended to constitute an employment inducement award under NASDAQ Rule 5635(c)(4) that is exempt from the requirements of shareholder approval of equity-compensation plans under NASDAQ Rule 5635(c)(4). This Agreement and the terms and conditions of the Option will be interpreted consistent with such intent.

**ARTICLE 14.  
GRANT OF OPTION**

14.1 Grant of Option. In consideration of Participant's past and/or continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the Option to purchase any part or all of an aggregate of the number of shares of Stock set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustments as provided in Section 12.2 of the Plan.

14.2 Exercise Price. The exercise price per share of the shares of Stock subject to the Option (the "Exercise Price") shall be as set forth in the Grant Notice.

14.3 Consideration to the Company. In consideration of the grant of the Option by the Company, Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan, the Grant Notice or this Agreement shall confer upon Participant any right to continue in the employ or service of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason

whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

**ARTICLE 15.**  
**PERIOD OF EXERCISABILITY**

15.1 Commencement of Exercisability.

(a) Subject to Sections 3.2, 3.3, 5.9 and 5.14 hereof, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) Unless otherwise determined by the Administrator, any portion of the Option that has not become vested and exercisable on or prior to the date of the Participant's Termination of Service shall be forfeited on the date of the Participant's Termination of Service and shall not thereafter become vested or exercisable.

15.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof. Once the Option becomes unexercisable, it shall be forfeited immediately.

15.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The expiration date set forth in the Grant Notice;

(b) Except as the Administrator may otherwise approve, in the event of Participant's Termination of Service other than for Cause or by reason of Participant's death or disability, the expiration of three (3) months from the date of Participant's Termination of Service;

(c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or disability; or

(d) Except as the Administrator may otherwise approve, upon Participant's Termination of Service for Cause.

As used in this Agreement, "Cause" shall mean (a) the Board's determination that Participant failed to substantially perform Participant's duties (other than any such failure resulting from Participant's disability); (b) the Board's determination that Participant failed to carry out, or comply with any lawful and reasonable directive of the Board or Participant's immediate supervisor; (c) Participant's conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony, indictable offense or crime involving moral turpitude; (d) Participant's unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of its Subsidiaries or while performing Participant's duties and responsibilities; or (e) Participant's commission of an act of fraud, embezzlement,

misappropriation, misconduct, or breach of fiduciary duty against the Company of any of its Subsidiaries. Notwithstanding the foregoing, if Participant is a party to a written employment or consulting agreement with the Company (or its Subsidiary) in which the term "cause" is defined, then "Cause" shall be as such term is defined in the applicable written employment or consulting agreement.

15.4 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company and its Subsidiaries have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company and its Subsidiaries may withhold or Participant may make such payment in one or more of the forms specified below:

(i) by cash or check made payable to the Company or the Subsidiary with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by requesting that the Company withhold a net number of shares of Stock issuable upon the exercise of the Option having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(iv) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by tendering to the Company shares of Stock having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(v) with respect to any withholding taxes arising in connection with the exercise of the Option, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to shares of Stock then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Subsidiary with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the Company or the applicable Subsidiary at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the Option, in the event Participant fails to provide timely payment of all sums required pursuant to Section 3.4(a), the Company shall have the right and option, but not the obligation, to treat such

failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 3.4(a)(ii) or Section 3.4(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing shares of Stock issuable with respect to the exercise of the Option to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the exercise of the Option or any other taxable event related to the Option.

(c) In the event any tax withholding obligation arising in connection with the Option will be satisfied under Section 3.4(a)(iii) above, then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares from those shares of Stock that are issuable upon exercise of the Option as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company or the Subsidiary with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 3.4(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any shares of Stock to Participant until the foregoing tax withholding obligations are satisfied.

(d) Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Option. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Stock. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

#### **ARTICLE 16. EXERCISE OF OPTION**

16.1 Person Eligible to Exercise. During the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

16.2 Partial Exercise. Subject to Section 5.2, any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof.

16.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person or entity designated by the Company), during regular business hours, of all of the

following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof.

- (a) An exercise notice in a form specified by the Administrator, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator;
- (b) The receipt by the Company of full payment for the shares of Stock with respect to which the Option or portion thereof is exercised, in such form of consideration permitted under Section 4.4 hereof that is acceptable to the Administrator;
- (c) The payment of any applicable withholding tax in accordance with Section 3.4;
- (d) Any other written representations or documents as may be required in the Administrator's sole discretion to effect compliance with Applicable Law; and
- (e) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Administrator shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

16.4 Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of Participant:

- (a) Cash or check;
- (b) With the consent of the Administrator, surrender of shares of Stock (including, without limitation, shares of Stock otherwise issuable upon exercise of the Option) held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof;
- (c) Through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to shares of Stock then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the Option exercise price; *provided* that payment of such proceeds is then made to the Company at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or
- (d) Any other form of legal consideration acceptable to the Administrator.

16.5 Conditions to Issuance of Stock. The Company shall not be required to issue or deliver any shares of Stock purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions: (A) the admission of such shares of Stock to listing

on all stock exchanges on which such Stock is then listed, (B) the completion of any registration or other qualification of such shares of Stock under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, (C) the obtaining of any approval or other clearance from any state or federal governmental agency which the Administrator shall, in its absolute discretion, determine to be necessary or advisable, (D) the receipt by the Company of full payment for such shares of Stock, which may be in one or more of the forms of consideration permitted under Section 4.4 hereof, and (E) the receipt of full payment of any applicable withholding tax in accordance with Section 3.4 by the Company or its Subsidiary with respect to which the applicable withholding obligation arises.

16.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any shares of Stock purchasable upon the exercise of any part of the Option unless and until certificates representing such shares of Stock (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment will be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12.2 of the Plan. Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such shares of Stock, including, without limitation, the right to receipt of dividends and distributions on such shares.

#### **ARTICLE 17. OTHER PROVISIONS**

17.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

17.2 Whole Shares. The Option may only be exercised for whole shares of Stock.

17.3 Option Not Transferable. Subject to Section 4.1 hereof, the Option may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the shares of Stock underlying the Option have been issued, and all restrictions applicable to such shares of Stock have lapsed. Neither the Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof

shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

17.4            Adjustments. The Administrator may accelerate the vesting of all or a portion of the Option in such circumstances as it, in its sole discretion, may determine. In addition, upon the occurrence of certain events relating to the Stock contemplated by Section 12.2 of the Plan (including, without limitation, an extraordinary cash dividend on such Stock), the Administrator may make such adjustments as the Administrator deems appropriate in the number of shares of Stock subject to the Option, the exercise price of the Option and the kind of securities that may be issued upon exercise of the Option. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

17.5            Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant (or, if Participant is then deceased, to the person entitled to exercise the Option pursuant to Section 4.1) at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.5, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email (if to Participant) or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

17.6            Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

17.7            Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

17.8            Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

17.9            Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of Participant.

17.10 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 5.3 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

17.11 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Option, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

17.12 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

17.13 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

17.14 Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

17.15 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.



17.16 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Stock as a general unsecured creditor with respect to options, as and when exercised pursuant to the terms hereof.

17.17 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

17.18 Broker-Assisted Sales. In the event of any broker-assisted sale of shares of Stock in connection with the payment of withholding taxes as provided in Section 3.4(a)(v) or Section 3.4(c) or the payment of the exercise price as provided in Section 4.4(c): (A) any shares of Stock to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation or exercise of the Option, as applicable, occurs or arises, or as soon thereafter as practicable; (B) such shares of Stock may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the extent the proceeds of such sale exceed the applicable tax withholding obligation or exercise price, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation or exercise price; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company or its Subsidiary with respect to which the withholding obligation arises, an amount sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's withholding obligation.

\* \* \* \* \*

**T2 BIOSYSTEMS, INC.  
INDUCEMENT AWARD PLAN**

**RESTRICTED STOCK GRANT NOTICE**

T2 Biosystems, Inc., a Delaware corporation (the "Company"), pursuant to its Inducement Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of shares of Restricted Stock (the "Shares") set forth below. The Shares are subject to the terms and conditions set forth in this Restricted Stock Grant Notice (the "Grant Notice") and the Restricted Stock Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

**Participant:**

**Grant Date:**

**Total Number of Shares of Restricted Stock:**

**Vesting Schedule:** [To be specified in individual agreements]

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice or the Agreement.

**T2 BIOSYSTEMS, INC.HOLDER:**

**PARTICIPANT**

By:  
Print Name:

By:  
Print  
Name:

Title:

**EXHIBIT A  
TO RESTRICTED STOCK GRANT NOTICE**

RESTRICTED STOCK AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of Shares set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1.2 Incorporation of Terms of Plan. The Shares issued to Participant pursuant to the Grant Notice are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

1.3 Employment Inducement Award. The Shares are intended to constitute an employment inducement award under NASDAQ Rule 5635(c)(4) that is exempt from the requirements of shareholder approval of equity-compensation plans under NASDAQ Rule 5635(c)(4). This Agreement and the terms and conditions of the Shares will be interpreted consistent with such intent.

**ARTICLE II.**

**ISSUANCE OF SHARES**

2.1 Issuance of Shares. In consideration of Participant's past and/or continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, this Agreement and the Plan.

2.2 Issuance Mechanics. As of the Grant Date, the Company shall issue the Shares in the form of Common Stock ("Stock") to Participant and shall (a) cause a stock certificate or certificates representing such shares of Stock to be registered in the name of Participant, or (b) cause such shares of Stock to be held in book-entry form. If a stock certificate is issued, it shall be delivered to and held in custody by the Company and shall bear the restrictive legends required by Section 5.1. If the shares of Stock are held in book-entry form, then such entry will reflect that the shares are subject to the restrictions of this Agreement.

**ARTICLE III.**

**FORFEITURE AND TRANSFER RESTRICTIONS**

3.1 Forfeiture Restriction. Subject to the provisions of Section 3.2 below, in the event of Participant's Termination of Service for any reason, including as a result of Participant's death or disability, all of the Unreleased Shares (as defined below) shall thereupon be forfeited immediately and without any further action by the Company (the "Forfeiture Restriction"), except as otherwise provided in a written agreement between Participant and the Company. Upon the occurrence of such forfeiture, the Company shall become the legal and beneficial owner of the Unreleased Shares and all rights and interests therein or

relating thereto, and the Company shall have the right to retain and transfer to its own name the number of Unreleased Shares being forfeited by Participant. The Unreleased Shares shall be held by the Company in accordance with Section 3.3 until the Shares are forfeited as provided in this Section 3.1, until such Unreleased Shares are fully released from the Forfeiture Restriction as provided in Section 3.2 or until such time as this Agreement is no longer in effect. Participant hereby authorizes and directs the Secretary of the Company, or such other person designated by the Administrator, to transfer any Unreleased Shares that are forfeited pursuant to this Section 3.1 from Participant to the Company.

3.2 Release of Shares from Forfeiture Restriction. The Shares shall be released from the Forfeiture Restriction in accordance with the vesting schedule set forth in the Grant Notice. Any of the Shares which, from time to time, have not yet been released from the Forfeiture Restriction are referred to herein as “Unreleased Shares.” In the event any of the Unreleased Shares are released from the Forfeiture Restriction, any Retained Distributions (as defined below) paid on such Unreleased Shares shall be promptly paid by the Company to Participant. As soon as administratively practicable following the release of any Shares from the Forfeiture Restriction, the Company shall, as applicable, either deliver to Participant the certificate or certificates representing such Shares in the Company’s possession belonging to Participant, or, if the Shares are held in book-entry form, then the Company shall remove the notations indicating that the shares are subject to the restrictions of this Agreement. Participant (or the beneficiary or personal representative of Participant in the event of Participant’s death or incapacity, as the case may be) shall deliver to the Company any representations or other documents or assurances as the Company or its representatives deem necessary or advisable in connection with any such delivery.

3.3 Escrow.

The Unreleased Shares shall be held by the Company until such Unreleased Shares are forfeited as provided in Section 3.1, until such Unreleased Shares are fully released from the Forfeiture Restriction as provided in Section 3.2 or until such time as this Agreement is no longer in effect. Participant shall not retain physical custody of any certificates representing Unreleased Shares issued to Participant. Participant, by acceptance of this Award, shall be deemed to appoint, and does so appoint, the Company and each of its authorized representatives as Participant’s attorney(s)-in-fact to effect any transfer of forfeited Unreleased Shares (and Retained Distributions, if any, paid on such forfeited Unreleased Shares) to the Company as may be required pursuant to the Plan or this Agreement, and to execute such representations or other documents or assurances as the Company or such representatives deem necessary or advisable in connection with any such transfer. To the extent allowable by Applicable Law, the Company, or its designee, shall not be liable for any act it may do or omit to do with respect to holding the Shares in escrow and while acting in good faith and in the exercise of its judgment.

The Company will retain custody of all cash dividends and other distributions (“Retained Distributions”) made or declared with respect to Unreleased Shares (and such Retained Distributions will be subject to the Forfeiture Restriction and the other terms and conditions under this Agreement that are applicable to the Shares) until such time, if ever, as the Unreleased Shares with respect to which such Retained Distributions shall have been made, paid or declared shall have become vested pursuant to the Grant Notice. Retained Distributions that were made or declared in cash will be retained by the Company in a bookkeeping account until the Unreleased Shares with respect to which such Retained Distributions relate shall have become vested pursuant to the Grant Notice, at which time the Company shall release to Participant the amount retained in the Participant’s bookkeeping account, without interest, as cash; provided that, at the Company’s option, Retained Distributions may be deemed reinvested in notional shares of Stock such that upon release and distribution of such Retained Distributions to Participant, Participant shall be entitled to receive on the date of such distribution or release an amount of cash or the number of whole shares of Stock or a combination thereof, as determined by the Administrator, the aggregate fair value of which shall be equal to the Fair Market Value of the notional shares of Stock to which such released

Retained Distributions relate. Any Retained Distributions with respect to Unreleased Shares shall be forfeited in the event such Unreleased Shares are forfeited.

3.4 Rights as Stockholder. Except as otherwise provided herein, upon issuance of the Shares by the Company, Participant shall have all the rights of a stockholder with respect to said Shares, subject to the restrictions herein, including the right to vote the Shares and to receive all dividends or other distributions paid or made with respect to the Shares.

#### ARTICLE IV.

#### TAXATION AND TAX WITHHOLDING

4.1 Representation. Participant represents to the Company that Participant has reviewed with his or her own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

4.2 Section 83(b) Election. If Participant makes an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "Code"), to be taxed with respect to the Shares as of the date of transfer of the Shares rather than as of the date or dates upon which Participant would otherwise be taxable under Section 83(a) of the Code, Participant shall deliver a copy of such election to the Company promptly upon filing such election with the Internal Revenue Service.

4.3 Tax Withholding. Notwithstanding any other provision of this Agreement:

The Company and its Subsidiaries have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company and its Subsidiaries may withhold or Participant may make such payment in one or more of the forms specified below:

(i) by cash or check made payable to the Company or the Subsidiary with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the vesting of the Shares, with the consent of the Administrator, by requesting that the Company and its Subsidiaries withhold a net number of vested Shares having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(iv) with respect to any withholding taxes arising in connection with the vesting of the Shares, with the consent of the Administrator, by tendering to the Company vested shares of Stock having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(v) with respect to any withholding taxes arising in connection with the

vesting of the Shares, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to those Shares that are then becoming vested and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Subsidiary with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the Company or the applicable Subsidiary at such time as may be required by the Administrator, but in any event not later the settlement of such sale; or

(vi) in any combination of the foregoing.

With respect to any withholding taxes arising in connection with the Shares, in the event Participant fails to provide timely payment of all sums required pursuant to Section 4.3(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 4.3(a)(ii) or Section 4.3(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing the Shares to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting of the Shares or any other taxable event related to the Shares.

In the event any tax withholding obligation arising in connection with the Shares will be satisfied under Section 4.3(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares of Stock from those Shares that are then becoming vested as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company or the Subsidiary with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 4.3(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to deliver any certificate representing the Shares to Participant or his or her legal representative until the foregoing tax withholding obligations are satisfied.

Participant is ultimately liable and responsible for all taxes owed in connection with the Shares, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Shares. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the Shares or the subsequent sale of the Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure this Award to reduce or eliminate Participant's tax liability.

## ARTICLE V.

### RESTRICTIVE LEGENDS AND STOP-TRANSFER ORDERS

5.1 Legends. The certificate or certificates representing the Shares, if any, shall bear the following legend (as well as any legends required by the Company's charter and Applicable Law):

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO FORFEITURE IN FAVOR OF THE COMPANY AND MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A RESTRICTED STOCK AGREEMENT BETWEEN THE

5.2 Refusal to Transfer; Stop-Transfer Notices. The Company shall not be required (a) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (b) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

5.3 Removal of Legend. After such time as the Forfeiture Restriction shall have lapsed with respect to the Shares, and upon Participant’s request, a new certificate or certificates representing such Shares shall be issued without the legend referred to in Section 5.1 and delivered to Participant. If the Shares are held in book entry form, the Company shall cause any restrictions noted on the book form to be removed.

## ARTICLE VI.

### OTHER PROVISIONS

6.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

6.2 Shares Not Transferable. The Shares and Retained Distributions may not be sold, pledged, assigned or transferred in any manner unless and until the Forfeiture Restrictions have lapsed. No Unreleased Shares or Retained Distributions or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect.

6.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the Unreleased Shares in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the Shares are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

6.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company’s principal office, and any notice to be given to Participant shall be addressed to Participant at Participant’s last address reflected on the Company’s records. By a notice given pursuant to this Section 6.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email (if to Participant) or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

6.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

6.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

6.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Law, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Shares are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

6.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Shares in any material way without the prior written consent of Participant.

6.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 6.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

6.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Shares, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

6.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

6.12 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

6.13 Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However,



notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

6.14 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

6.15 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Award.

6.16 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

6.17 Broker-Assisted Sales. In the event of any broker-assisted sale of shares of Stock in connection with the payment of withholding taxes as provided in Section 4.3(a)(iii) or Section 4.3(a)(v): (A) any shares of Stock to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (B) such shares of Stock may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company or its Subsidiary with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's withholding obligation.

\* \* \* \* \*

**T2 BIOSYSTEMS, INC.  
INDUCEMENT AWARD PLAN**

**RESTRICTED STOCK UNIT GRANT NOTICE**

T2 Biosystems, Inc., a Delaware corporation (the "Company"), pursuant to its Inducement Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of Restricted Stock Units (the "RSUs") set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the "Grant Notice") and the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

**Participant:**

**Grant Date:**

**Number of RSUs:**

**Type of Shares Issuable:** Common Stock

**Vesting Schedule:** [To be specified in individual agreements]

By Participant's signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice or the Agreement.

**T2 BIOSYSTEMS, INC.HOLDER:**

**PARTICIPANT**

By:  
Print Name:  
Title:

By:  
Print Name:

**EXHIBIT A  
TO RESTRICTED STOCK UNIT GRANT NOTICE**

**RESTRICTED STOCK UNIT AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

**ARTICLE 18.  
GENERAL**

18.1                    Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

18.2                    Incorporation of Terms of Plan. The RSUs and the shares of Common Stock (“Stock”) issued to Participant hereunder (“Shares”) are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

Employment Inducement Award

18.4                    . The RSUs are intended to constitute an employment inducement award under NASDAQ Rule 5635(c)(4) that is exempt from the requirements of shareholder approval of equity-compensation plans under NASDAQ Rule 5635(c)(4). This Agreement and the terms and conditions of the RSUs will be interpreted consistent with such intent.

**ARTICLE 19.  
AWARD OF RESTRICTED STOCK UNITS AND DIVIDEND EQUIVALENTS**

19.1                    Award of RSUs and Dividend Equivalents.

(a)                    In consideration of Participant’s past and/or continued employment with or service to the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the “Grant Date”), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.3(b), in either case, at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b)                    The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each RSU granted pursuant to the Grant Notice for all ordinary cash dividends which are paid to all or substantially all holders of the outstanding shares of Stock between the Grant Date and the date when the applicable RSU is distributed or paid to Participant or is forfeited or expires. The Dividend Equivalents for each RSU shall be equal to the amount of cash which is paid as a dividend on one share of Stock. All such Dividend Equivalents shall be credited to Participant and retained by the Company (without interest) or, at the Company’s option, may be deemed to be reinvested in additional RSUs as of the date of payment

of any such dividend based on the Fair Market Value of a share of Stock on such date. Each Dividend Equivalent (including and any additional RSU which results from the deemed reinvestment of Dividend Equivalents granted hereunder, if applicable) shall be subject to the same vesting, distribution or payment, adjustment and other provisions which apply to the underlying RSU to which such Dividend Equivalent relates.

19.2 Vesting of RSUs and Dividend Equivalents.

(a) Subject to Participant's continued employment with or service to the Company or a Subsidiary on each applicable vesting date and subject to the terms of this Agreement, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Each Dividend Equivalent (including any additional RSU which results from deemed reinvestments of Dividend Equivalents pursuant to Section 2.1(b) hereof, if applicable) shall vest whenever the underlying RSU to which such Dividend Equivalent relates vests.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all RSUs and Dividend Equivalents (including any additional RSU which results from deemed reinvestments of Dividend Equivalents pursuant to Section 2.1(b) hereof, if applicable) granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such RSUs and Dividend Equivalents which are not so vested shall lapse and expire.

19.3 Distribution or Payment of RSUs.

(a) Participant's RSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 2.3(b), in either case, as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.2, and, in any event, within sixty (60) days following such vesting. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company elects to make payment of Participant's RSUs in cash, the amount of cash payable with respect to each RSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.3(a). All distributions made in Shares shall be made by the Company in the form of whole Shares, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

19.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (A) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (B) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (C) the

obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

19.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company and its Subsidiaries have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company and its Subsidiaries may withhold or Participant may make such payment in one or more of the forms specified below:

(i) by cash or check made payable to the Company or the Subsidiary with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by requesting that the Company and its Subsidiaries withhold a net number of vested shares of Stock otherwise issuable pursuant to the RSUs having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(iv) with respect to any withholding taxes arising in connection with the distribution of the RSUs, with the consent of the Administrator, by tendering to the Company vested shares of Stock having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company and its Subsidiaries based on the applicable statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes;

(v) with respect to any withholding taxes arising in connection with the distribution of the RSUs, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to shares of Stock then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Subsidiary with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the Company or the applicable Subsidiary at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

(b) With respect to any withholding taxes arising in connection with the RSUs, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.5(a)(ii) or Section 2.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing shares of Stock issuable with respect to the RSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant

resulting from the vesting or settlement of the RSUs or any other taxable event related to the RSUs.

(c) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares from those shares of Stock then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company or the Subsidiary with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any shares of Stock in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(c) if such delay will result in a violation of Section 409A of the Code.

(d) Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

19.6 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

## **ARTICLE 20. OTHER PROVISIONS**

20.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

20.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary

or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

20.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

20.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

20.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

20.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

20.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

20.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

20.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

20.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Dividend Equivalents (including RSUs which result from deemed reinvestments of Dividend Equivalents pursuant to Section 2.1(b) hereof, if applicable), the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act

(including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

20.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

20.12 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

20.13 Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “Section 409A”). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

20.14 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

20.15 Limitation on Participant’s Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents.

20.16 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

20.17 Broker-Assisted Sales. In the event of any broker-assisted sale of shares of Stock in connection with the payment of withholding taxes as provided in Section 2.5(a)(iii) or Section 2.5(a)(v): (A) any shares of Stock to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (B) such shares of Stock may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker’s fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the



extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company or its Subsidiary with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's withholding obligation.

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October 29, 2014

Michael Gibbs  
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Dear Mike:

On behalf of T2 Biosystems, Inc., (the “Company”) I am delighted to make this offer of employment to you to join us in the role of Corporate Counsel for the Company beginning December 1, 2014.

At T2 Biosystems, our mission is to lower mortality rates, improve patient outcomes and reduce the cost of healthcare by empowering medical professionals to make targeted therapeutic treatment decisions earlier. To this end, you are joining us at a very exciting stage in our development as a Company! In September 2014, we received FDA clearance to sell our first two products, the T2Dx Instrument and T2Candida Panel, which provide sensitive detection of specific sepsis-causing pathogens directly from a whole blood specimen in 3-5 hours versus 2-5 days for competitive detection systems. Published data has demonstrated that this improvement in time to detection may reduce the current mortality rate of 40% for those infections to 11%. We are truly excited to bring this product to market.

This speed and detection capability is made possible by our proprietary magnetic resonance-based diagnostic technology platform, called T2MR, which has been in development since our inception in 2006. Our next two clinical applications for our T2MR technology will target bacterial sepsis and hemostasis, areas of significant unmet medical need where existing therapies could be more effective with improved diagnostics.

Mike, we are excited to extend this offer of employment to you. We think you can help us fulfill our mission and we believe you’d be a great fit for our team. To kick things off, you will find all of the pertinent information related to our offer of employment in the attached pages. Please read the offer carefully and, if it is acceptable, sign and return one copy to my attention (PDF copy is fine).

If you have any questions, please do not hesitate to contact me at (781) 457-1220 or email at [\*\*\*\*\*]@t2biosystems.com. We are looking forward to having you on our team!

Sincerely,

John McDonough  
Chief Executive Officer

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## OFFER OF EMPLOYMENT

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**Date of employment:** Should you accept the terms of this offer, your employment with the Company will commence on December 1, 2014.

**Background check:** Your employment is contingent upon your successful completion of a background check, which is required for all employees of the Company. The Company will forward you the appropriate documents, and such documents shall be required to be submitted to the Company by no later than one week prior to your start date.

**Position:** You have been offered the position of Corporate Counsel. In this capacity, you will initially report to John McDonough, Chief Executive Officer. Your duties and responsibilities will include all those customarily attendant to such a position, and any other such duties or responsibilities that John McDonough or the Company may, from time to time, assign to you. You agree that you shall not enter into any employment endeavors which may conflict with your ability to devote the necessary time and energies to the Company's business interest while engaged by the Company. You further agree to comply with all applicable laws and with all Company rules and policies established by the Company from time to time.

**Compensation and Tax Matters:** Your salary shall be \$10,416.67 (the equivalent of \$250,000 when annualized), payable semi-monthly and subject to pro-ration for any partial initial or terminal week during which you are employed, in accordance with normal payroll practices and schedule of the Company.

Beginning in 2015, you will be eligible for an annual bonus of up to 30% of your annualized base salary based on corporate and personal objectives to be determined. The bonus will be earned and paid at the sole discretion of the Company.

All compensation amounts stated are before any deductions for FICA taxes, state and federal withholding taxes and other payroll deductions required to be made by the Company under applicable law.

**Stock Options:** Subject to the approval of the Board of Directors and your execution of the Company's Stock Option Agreement, you will be offered 45,000 shares of T2 Biosystems common stock options under the Company's Amended and Restated 2006 Stock Plan. The exercise price of the options will be equal to their fair market value on the date of grant as determined by the Board of Directors. The stock options will have a 4-year vesting schedule with 25% of the options vesting one year from the vesting commencement date (your start date) and remaining options vesting in equal monthly installments for the following 36 months. The terms and conditions of such stock option grant will be more fully described in the Company's Amended and Restated Stock Plan.

**Fringe Benefits:** You will have the opportunity to participate in the Company's fringe benefits program. Currently, these fringe benefits are as follows:

- The Company currently provides contributions toward a medical and dental plan for yourself and immediate family members
- Three (3) weeks paid vacation, Company designated holidays, personal holidays and sick days (see Benefits Summary for more information).

Active: 2014

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- The Company provides 100% contribution towards Term Life Insurance, Accidental Death and Dismemberment Insurance, and Short and Long-Term Disability Insurance;
- The opportunity to enroll in the Company's 401(k) Investment and Section 125 Plans based on plan eligibility requirements; and
- Pay or reimburse you in accordance with the Company's reimbursement policies from time to time in connection with the performance of your duties for the Company subject to your submission of satisfactory documentation with respect thereto.

The Company reserves the right to amend, delete or change any of its employment policies and/or benefits at any time in its sole discretion.

Non Competition/Non-Disclosure/Invention Assignment Agreement: No later than on the first day of your employment with the Company you will be required to sign the enclosed Non-Competition/Non-Disclosure/Inventions Assignment Agreement ("Obligations Agreement") which includes nondisclosure, inventions ownership, and other provisions that are necessary to protect the Company's confidential information, intellectual property, trade secrets, and customer relationships. As you may be given access to such protectable interests, your employment is contingent upon your signing the Obligations Agreement. The terms of the Obligations Agreement will survive termination, for whatever reason, of the employment relationship.

Severance Agreement: You will be provided with a Change of Control Severance Agreement ("Severance Agreement") as part of this employment offer. This program provides you with certain benefits in the event your employment is terminated following a Change of Control, as defined in the Severance Agreement.

Prior Agreements: You acknowledge and confirm that you have provided/disclosed to the Company all restrictive covenants and agreements, including nondisclosure and confidentiality agreements, to which you are a party. You agree that you shall not disclose to the Company or use while an employee of the Company any confidential or trade secret information obtained by you from other persons or employers and shall not bring any property upon the Company premises which has been misappropriated by others. You also acknowledge that the Company expects you to honor any prior obligations to former employers to which you remain bound.

Employment At Will: Although you are being hired as an employee commencing on or about December 1, 2014, your employment with the Company shall be at will. This means that your employment is not guaranteed for any definite period of time, and you or the Company may terminate your employment relationship with or without notice at any time and for any or no reason or cause. The Company is not bound to follow any policy, procedure, or process in connection with employee discipline, employment termination or otherwise.

Entire Agreement: This letter (together with the attached Obligations Agreement) sets forth the entire understanding between the Company and yourself with respect to your employment by the Company. All prior discussions, negotiations, correspondence and other understandings between you and the Company are superseded, and there are no representations, warranties or undertakings by the Company or you with respect to your employment by the Company, which are not set forth in this letter.

Active: 2014

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If you agree with the terms of this offer, please acknowledge your understanding and acceptance of this offer by signing where indicated below and return to me by October 31, 2014. We look forward to working with you.

Sincerely,

T2 Biosystems, Inc.

By: \_\_\_\_\_  
John McDonough                      Date  
Chief Executive Officer

I have read agree with and accept the items contained in this letter.

By: \_\_\_\_\_  
Michael Gibbs                      Date

The Immigration Control and Reform Act of 1986 requires that all new employees complete the I-9 form and submit proof of employment eligibility to work in the United States within the first three days of their start date. If accepting employment the Company will provide you the I-9 form and requests that you present appropriate documents when you report to the Company and a representative of the Company will complete the I-9 form with you. Accordingly, you will have three days from your start date to submit proof of your eligibility to work in the United States.

Active: 2014

T2 BIOSYSTEMS, INC.

CHANGE OF CONTROL SEVERANCE AGREEMENT

October 29, 2014

Michael Gibbs  
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Dear Mike,

This letter sets forth the agreement between you and T2 Biosystems, Inc. (the "Company") regarding certain terms and conditions of your employment.

1. Severance Compensation. If your employment is terminated either by you with Good Reason within 12 months following a Change of Control, or by the Company without Cause within 3 months preceding or within 12 months following a Change of Control, subject to your executing and delivering to the Company, and not revoking, a release of claims in a form acceptable to the Company (the "Release") within the 30-day period following your termination of employment:

(a) the Company will pay you severance in an amount equal to 6 months of your then current annual base salary, payable in equal installments over a period of 6 months (the "Severance Period") in accordance with the Company's payroll practices, commencing on your termination of employment;

(b) if you have been continuously employed by the Company for at least one year as of the date your employment terminates, all of the outstanding unvested equity awards of the Company held by you shall become fully vested and, if applicable, exercisable as of the date of your termination, provided that with respect to any such awards intended to constitute "qualified performance based compensation" under Section 162(m) of the Code, whether a Change of Control has occurred shall be determined without regard to clause (iv) of the definition of Change of Control below; and

(c) If you timely elect continued group medical insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will reimburse you for a portion of the applicable premiums, based on the then-current cost-sharing rates for active employees, for you and your eligible dependents during the period commencing on the date of your termination of employment and ending on the earliest to occur of (a) the final day of the Severance Period, (b) the date you and/or your eligible dependents are no longer eligible for COBRA, and (c) the date you become eligible to receive medical insurance coverage from a subsequent employer (and you agree to notify the Company of such eligibility). Notwithstanding the foregoing, if the Company determines that it cannot provide such



reimbursement of premiums to you without potentially violating applicable law, the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to a portion of the applicable premiums, based on then-current cost-sharing rates for active employees, which payment will be made regardless of whether you elect COBRA continuation coverage and will commence in the month following the month in which your termination of employment occurs and end on the earliest to occur of (x) the final day of the Severance Period, (y) the date you and/or your eligible dependents are no longer eligible for COBRA, and (z) the date you become eligible to receive medical insurance coverage from a subsequent employer (and you agree to notify the Company of such eligibility).

Notwithstanding anything herein to the contrary, in the event that any compensation or benefit that constitutes “nonqualified deferred compensation” within the meaning of Section 409A (as defined below) becomes payable upon the occurrence of a Change of Control, such compensation or benefit shall not be paid unless such Change of Control constitutes a “change in control event” within the meaning of Section 409A.

2. Definitions. For purposes of this letter, the terms “Change of Control,” “Cause,” and “Good Reason” shall have the following meanings.

(a) “Change of Control” means that any of the following events has occurred:

(i) Any person (as such term is used in Section 13(d) of the Securities Exchange Act of 1934 (the “Exchange Act”)), other than the Company, any employee benefit plan of the Company, or any entity organized, appointed, or established by the Company for or pursuant to the terms of any such plan, together with all “affiliates” and “associates” (as such terms are defined in Rule 12b-2 under the Exchange Act) becomes the beneficial owner or owners (as defined in Rule 13d-3 and 13d-5 promulgated under the Exchange Act), directly or indirectly (the “Control Group”), of more than 50% of the outstanding equity securities of the Company, or otherwise becomes entitled, directly or indirectly, to vote more than 50% of the voting power entitled to be cast at elections for directors (“Voting Power”) of the Company, provided that a Change of Control will not have occurred if such Control Group acquired securities or Voting Power solely by purchasing securities from the Company, including, without limitation, acquisition of securities by one or more third party investors;

(ii) A consolidation or merger (in one transaction or a series of related transactions) of the Company pursuant to which the holders of the Company’s equity securities immediately prior to such transaction or series of related transactions cease to be the holders, directly or indirectly, immediately after such transaction or series of related transactions of more than 50% of the Voting Power of the entity surviving such transaction or series of related transactions;

(iii) The sale, lease, exchange, or other transfer (in one transaction or series of related transactions) of all or substantially all of the assets of the Company; or

(iv) The liquidation or dissolution of the Company or the Company ceasing to do business.

(b) “Cause” means:

(i) Your conviction of a felony, either in connection with the performance of your obligations to the Company or which otherwise materially and adversely affects your ability to perform such obligations;

(ii) Your willful disloyalty to the Company or deliberate material dishonesty to the Company;

(iii) The commission by you of an act of fraud or embezzlement against the Company;

(iv) Your willful, substantial failure to perform any of your duties hereunder or your deliberate failure to follow reasonable, lawful directions of the Company’s Board of Directors or your direct supervisor, which failure, if capable of being cured, is not cured within 30 days after delivery to you by the Company of written notice of such failure; or

(v) A material breach by you of any material provision of this letter which breach is not cured within 30 days after delivery to you by the Company of written notice of such breach.

(c) “Good Reason” means one or more of the following:

(i) A material change in the principal location at which you provide services to the Company, without your prior written consent;

(ii) A material and continuing diminution by the Company in the duties, authority or responsibilities of your position which causes such position to become of less responsibility or authority than immediately prior to such material and continuing diminution, provided that such change is not in connection with a termination of your employment hereunder by the Company;

(iii) A material reduction in your base salary or other benefits except if such a reduction is in connection with a general reduction in compensation or other benefits of all similarly situated employees of the Company;

(iv) Failure by the Company to obtain the assumption of this Agreement by any successor to the Company.

Notwithstanding the foregoing, Good Reason shall only exist if you have given written notice to the Company within 90 days of the initial existence of the Good Reason condition(s), and the Company has failed to cure such event(s) within 30 days of its receipt of said notice.



3. Section 409A.

(a) *Separation from Service.* Notwithstanding anything in this letter to the contrary, any compensation or benefit payable under this letter that is designated as payable upon your termination of employment shall be payable only upon your “separation from service” with the Company (a “Separation from Service”) within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, “Section 409A”), and except as provided below, any such compensation or benefits shall not be paid, or, in the case of installments, shall not commence payment, until the 30th day following your Separation from Service. Any installment payments that would have been made to you during the 30 day period immediately following your Separation from Service but for the preceding sentence shall be paid to you on the 30th day following your Separation from Service and the remaining payments shall be made as provided in this letter.

(b) *Specified Employee.* Notwithstanding anything in this letter to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a “specified employee” for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this letter is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (i) the expiration of the six-month period measured from the date of your Separation from Service with the Company or (ii) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump-sum to you (or your estate or beneficiaries), and any remaining payments due to you under this letter shall be paid as otherwise provided herein.

(c) *Installments.* Your right to receive any installment payments under this letter shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

4. General

(a) No provision of this letter shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by you and by an authorized officer of the Company (other than you). No waiver by either party of any breach of, or of compliance with, any condition or provision of this letter by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time. The validity, interpretation, construction and performance of this letter shall be governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law. The invalidity or unenforceability of any provision or provisions of this letter shall not affect the validity or enforceability of any other provision hereof, which shall remain in full

force and effect. This letter may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(b) This letter contains the entire and exclusive agreement between the parties with respect to the subject matter hereof and is intended to supersede and replace all previous agreements, negotiations, and representations between the parties, whether written or oral, including any provision of the employment offer letter agreement between you and the Company, dated as of October 27, 2014, to the extent such letter addresses the subject matter hereof.

Sincerely,

T2 BIOSYSTEMS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed

\_\_\_\_\_  
Michael Gibbs

**AMENDMENT  
TO  
CHANGE OF CONTROL SEVERANCE AGREEMENT**

**THIS AMENDMENT TO CHANGE OF CONTROL SEVERANCE AGREEMENT** is entered into as of June 6, 2017, by and between T2 Biosystems, Inc., a Delaware corporation having its principal place of business at 101 Hartwell Avenue, Lexington, Massachusetts 02421 USA (“**T2 Bio**”) and Michael Gibbs (“**Employee**”). Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Severance Agreement (as defined below).

**RECITALS**

A. T2 Bio and Employee previously executed that certain Letter Agreement governing severance compensation and payments upon a Change in Control, dated as of October 29, 2014 (as may be amended, restated, or otherwise modified, the “**Severance Agreement**”).

B. T2 Bio and Distributor desire to amend the Severance Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment agree to amend the Severance Agreement in accordance with Section 4(a) thereof as follows:

**1. Amendment to Section 1(a).** Section 1(a) of the Severance Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“(a) the Company will pay you severance in an amount equal to 12 months of your then current annual base salary, payable in equal installments over a period of 12 months (the “Severance Period”) in accordance with the Company’s payroll practices, commencing on your termination of employment;”

**2. No Other Amendments.** Except to the extent amended hereby, all of the definitions, terms, provisions and conditions set forth in the Severance Agreement are hereby ratified and confirmed and shall remain in full force and effect. The Severance Agreement and this Amendment shall be read and construed together as a single agreement and the term “Agreement” shall henceforth be deemed a reference to the Severance Agreement as amended by this Amendment. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives below.

**T2 BIOSYSTEMS, INC.**

By: /s/ John McDonough \_\_\_\_\_

By: /s/ Michael Gibbs

Name: John McDonough

Name: Michael Gibbs

Title: President & CEO

Date: June 6, 2017



January 30, 2018

**PERSONAL AND CONFIDENTIAL**

Darlene Deptula-Hicks  
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**Re: Separation Agreement**

Dear Darlene:

This letter confirms your separation from employment with T2 Biosystems, Inc. (the "Company"). This letter also proposes an agreement between you and the Company.

**Entitlements and Obligations**

Your employment with the Company is ending effective on January 30, 2018 ("Separation Date"). The Company has paid you for all salary accrued through that date and all accrued but unused vacation time. Regardless of whether you enter into an agreement with the Company, the Company shall:

- reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company's behalf through the termination of your employment, after the Company's timely receipt of appropriate documentation pursuant to the Company's business expense reimbursement policy.

You also have certain rights as a terminated employee in the Company's Section 401(k) plan, which shall not be affected by whether or not you enter into an agreement with the Company.

For your part, you are subject to continuing obligations under your Non-Competition/Non-Disclosure/Invention Assignment Agreement with the Company dated May 1, 2017 (the "Non-Competition Agreement"), including your obligations to maintain the confidentiality of Company confidential information, return Company documents and other property and to adhere to certain non-competition and non-solicitation obligations. Please note that your obligation to return Company property under Section 2 of the Non-Competition Agreement includes, without limitation, your obligation to return all Company equipment that is currently in your possession.

Any stock options to purchase shares of the Company's common stock pursuant to the stock option agreements ("Stock Options") that have been granted to you prior to the Separation Date that have not vested and become exercisable on or prior to the Separation Date shall, in accordance with the terms of each such grant, be forfeited on the Separation Date and shall not thereafter become vested or exercisable. With respect to any Stock Options that have been granted to you prior to the

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Separation Date that are vested and exercisable as of the Separation Date, unless exercised prior to the date that is three (3) months following the Separation Date (the "Expiration Date"), all such Stock Options shall expire and may not be exercised after the Expiration Date.

## Agreement

The remainder of this letter proposes an agreement (the "Agreement") between you and the Company. The purpose of this Agreement is to establish an amicable arrangement for ending your employment relationship, including releasing the Company and related persons or entities from any claims and permitting you to receive separation pay and related benefits.

You acknowledge that you are entering into this Agreement knowingly and voluntarily. It is customary in employment separation agreements for a departing employee who is receiving severance pay to release the employer from any possible claims, even if the employer believes, as is the case here that no such claims exist. By proposing and entering into this Agreement, the Company is not admitting in any way that it violated any legal obligation that it owed to you.

With those understandings, you and the Company agree as follows:

### **1. Separation from Employment**

This confirms that your employment with the Company ended effective on January 30, 2018. You acknowledge that you have been paid all salary and accrued but unused vacation time due to you in connection with your employment.

You agree that, on or before the date you sign this Agreement, you will submit a letter to the Company in which you formally resign from your positions as CFO and Treasurer.

You agree that the Company has no obligation (contractual, statutory or otherwise) to rehire, recall or re-employ you in the future.

### **2. Severance Pay; Restricted Stock Units**

The Company shall pay you severance pay ("Severance Pay") consisting of (A) salary continuation for six (6) months (the "Severance Period") of salary at your final base salary rate (the "Salary Continuation Payments"), until you have received a total of \$170,000.00 in severance payments. The Company shall make the Salary Continuation Payments to you beginning on the first normal Company payroll date following the Effective Date, as defined below. These payments shall be considered severance pay, shall be made in accordance with the Company's usual payroll practices and shall be subject to deductions and withholdings required by law. During the Severance Period, you agree to provide the Company prompt advance notice of your employment in any capacity by any other company, entity, organization or person, or engagement for services to be performed in any capacity (as a consultant or otherwise) for any other company, entity, organization or person.

The Company shall also grant you on the Effective Date hereof 8,976 restricted stock units ("RSU's") under the Company's 2014 Incentive Award Plan (the "2014 Plan"). The terms and conditions of the RSU's shall be set forth in a Restricted Stock Unit Agreement to be executed by yourself and the Company, and such RSU's shall vest on the first anniversary of the Effective

### 3. Continuing Obligations

You acknowledge that your obligations under the Non-Competition Agreement shall continue in effect, including without limitation your obligations to maintain the confidentiality of Confidential Information as defined in the Non-Competition Agreement, to return documents and other property of the Company and that you will not engage in prohibited competition or solicitation. A copy of the Non-Competition Agreement is enclosed as Exhibit A and is incorporated into this Agreement by reference.

You further understand that, pursuant to the Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, you understand that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

As a condition to the payment of Severance Pay and the awarding of RSUs, you also agree to be available until July 31, 2018, upon reasonable advance notice (it being agreed that 24 hours is reasonable) by telephone during the Company's regular business hours for the purpose of discussing questions from the Company regarding any matter relating to the services performed by you during your employment with the Company.

### 4. Release of Claims

In consideration for, among other terms, the Severance Pay and RSUs, to which you acknowledge you would otherwise not be entitled, you, on behalf of yourself and your past, present or future heirs, spouse, legal representatives, executor agents and assigns, voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current, former and future officers, directors, shareholders, employees, attorneys, accountants, agents, independent contractors, insurers and reinsurers of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when you sign this Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, the following:

- Claims relating to compensation, salary, overtime, minimum wage, meal breaks, deductions, reporting pay, unpaid wages, salary, commissions, bonuses, vacation pay, compensatory time, sick pay, holiday pay, severance pay, expense



reimbursements, incentive compensation, stock, stock options, leaves, retaliation, multiple damages or attorneys' fees, including but not limited to Claims conferred by or arising under M.G.L. c. 149, §§148 et seq (also known as the Massachusetts Wage Act), M.G.L. c. 151 (also known as the Massachusetts Minimum Fair Wage Law), the New Hampshire wage and hour laws, the Fair Labor Standards Act or any other state, federal or local wage and hour laws;

- Claims relating to any contracts of employment, express or implied;
- Claims for “wrongful discharge,” breach of privacy, defamation, or any other tort or under common law;
- Claims for attorneys’ fees and costs;
- Claims relating to harassment, discrimination, retaliation, and/or civil rights; and
- Claims otherwise conferred by or arising under any federal, state, and/or municipal law including but not limited to the Title VII of the Civil Rights Act, the Equal Pay Act, 42 U.S.C. §1981, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), the Americans with Disabilities Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Equal Rights Law, the New Hampshire Law Against Discrimination, and similar provisions under the laws of the Commonwealth of Massachusetts, the state of New Hampshire, or any other state or municipality, all as amended.

*Provided*, however, that this release shall not affect your rights under this Agreement or your rights to any vested benefits to which you may be entitled under the Company’s Section 401(k) plan.

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney’s fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

**This release does not restrict your right to file administrative claims under federal or state law, nor does it in any way bar or prohibit the contact or cooperation with, or participation in, any proceeding before a federal or state administrative agency, including but not limited to the Equal Employment Opportunity Commission (“EEOC”); provided, however, that you waive any right to recover monetary damages or other personal relief in connection with any such proceeding.**

#### **5. Confidentiality of Agreement-Related Information**

You agree, to the fullest extent permitted by law, to keep all Agreement-Related Information completely confidential. “Agreement-Related Information” means the negotiations leading to this

Agreement and the existence and terms of this Agreement. Notwithstanding the foregoing, you may disclose Agreement-Related Information to your spouse, your attorney and your financial advisors, and to them only provided that they first agree for the benefit of the Company to keep Agreement-Related Information confidential. You represent that you have not made any disclosures that would have been contrary to the foregoing obligation if it had then been in effect.

This provision, however, shall not apply to communications from or with the EEOC or other government agency.

## 6. Nondisparagement

You agree not to make any disparaging statements concerning the Company or any of its current or former officers, directors, shareholders, employees or agents. You represent that you have not made any such disparaging statements. These nondisparagement obligations shall not in any way affect your obligation to testify truthfully in any legal proceeding.

This provision, however, shall not apply to communications from or with the EEOC or other government agency.

## 7. Other Provisions

(a) Return of Payment; Forfeiture of RSU's. If you breach any of your obligations under this Agreement, in addition to any other legal or equitable remedies the Company may have for such breach, you shall return the Severance Pay to the Company and any unvested RSU's shall be forfeited.

(b) Absence of Reliance. In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company.

(c) Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

(e) Governing Law; Interpretation. This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the "drafter" of all or any portion of this Agreement.

(f) Entire Agreement. This Agreement constitutes the entire agreement between you and the Company. This Agreement supersedes any previous agreements or understandings between you and the Company, except the Non-Competition Agreement and any other obligations specifically preserved in this Agreement.

(g) Time for Consideration; Effective Date. You acknowledge that you have been given the opportunity to consider this Agreement for twenty-one (21) days before signing it (the "Consideration Period") and that you have knowingly and voluntarily entered into this Agreement. To accept this Agreement, you must return a signed original or a signed PDF copy of this Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If you sign this Agreement before the end of the Consideration Period, you acknowledge by signing this Agreement that such decision was entirely voluntary and that you had the opportunity to consider this Agreement for the entire Consideration Period.

You have the right to revoke this Agreement for a period of seven (7) days following the signing of this Agreement (the "Revocation Period"). If you wish to revoke this agreement, you must deliver notice to Kelley Morgan, Senior Director of HR, via email at [\*\*\*\*\*]@t2biosystems.com, stating the intent to revoke on or before 5:00 p.m. on the seventh (7<sup>th</sup>) day following the signing of this Agreement. In the event this general release is revoked, this Agreement will be null and void in its entirety, and you will not receive the benefits of this Agreement.

(h) This Agreement shall become effective on the first business day following the expiration of the Revocation Period (the "Effective Date").

(i) Counterparts. This Agreement may be executed in separate counterparts. When all counterparts are signed, they shall be treated together as one and the same document.

(j) Medicare. You represent and warrant that no Medicare or Medicaid liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to your employment with Company or arising from any Claim released above. You further agree that you and not the Releasees shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or cause of action that may exist or have been asserted or that may in the future exist or be asserted.

Please indicate your agreement to the terms of this Agreement by signing and returning to me the original or a PDF copy of this letter within the time period set forth above.

Very truly yours,  
**T2 Biosystems, Inc.**

By: \_\_\_\_\_  
Kelley MorganDate  
Sr. Director, Human Resources

Enclosure (Exhibit A—Non-Competition Agreement)

You are advised to consult with an attorney before signing this Agreement. This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

\_\_\_\_\_  
Darlene Deptula-Hicks

\_\_\_\_\_ Date

March 13, 2018

**PERSONAL AND CONFIDENTIAL**

Joanne Spadaro

[\*\*\*\*\*]  
[\*\*\*\*\*]**Re: Separation Agreement**

Dear Joanne:

This letter confirms your separation from employment with T2 Biosystems, Inc. (the "Company"). This letter also proposes an agreement between you and the Company.

**Entitlements and Obligations**

Your employment with the Company is ending effective on March 15, 2018 ("Separation Date"). The Company has paid you for all salary accrued through March 15, 2018 and all accrued but unused vacation time. Regardless of whether you enter into an agreement with the Company, the Company shall:

- reimburse you for any outstanding, reasonable business expenses that you have incurred on the Company's behalf through the termination of your employment, after the Company's timely receipt of appropriate documentation pursuant to the Company's business expense reimbursement policy.

You also have certain rights as a terminated employee under the Company's Section 401(k) plan, which shall not be affected by whether or not you enter into an agreement with the Company.

For your part, you are subject to continuing obligations under your Non-Competition/Non-Disclosure/Invention Assignment Agreement with the Company dated July 7, 2016 (the "Non-Competition Agreement"), including your obligations to maintain the confidentiality of Company confidential information, return Company documents and other property and to adhere to certain non-competition and non-solicitation obligations. Please note that your obligation to return Company property under Section 2 of the Non-Competition Agreement includes, without limitation, your obligation to return all Company equipment that is currently in your possession.

**Agreement**

The remainder of this letter proposes an agreement (the "Agreement") between you and the Company. The purpose of this Agreement is to establish an amicable arrangement for ending your

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employment relationship, including releasing the Company and related persons or entities from any claims and permitting you to receive separation pay and related benefits.

You acknowledge that you are entering into this Agreement knowingly and voluntarily. It is customary in employment separation agreements for the departing employee to release the employer from any possible claims, even if the employer believes, as is the case here that no such claims exist. By proposing and entering into this Agreement, the Company is not admitting in any way that it violated any legal obligation that it owed to you.

With those understandings, you and the Company agree as follows:

**1. Separation from Employment**

This confirms that your employment with the Company ended effective on March 15, 2018. You acknowledge that you have been paid all salary and accrued but unused vacation time due to you in connection with your employment.

**2. Severance Pay**

The Company shall pay you severance pay (“Severance Pay”) consisting of a one-time lump sum of \$69,300.00 in lieu of an annual discretionary performance bonus based on your performance in 2017. The Company shall make this payment on the first normal Company payroll date following the Effective Date, as defined below. These payments shall be subject to tax-related deductions and withholdings applicable to the payment of severance pay.

**3. Continuing Obligations**

You acknowledge that your obligations under the Non-Competition Agreement shall continue in effect, including without limitation your obligations to maintain the confidentiality of Confidential Information as defined in the Non-Competition Agreement, to return documents and other property of the Company and not to engage in prohibited competition or solicitation. A copy of the Non-Competition Agreement is enclosed as Exhibit A and is incorporated into this Agreement by reference.

You further understand that, pursuant to the Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, you understand that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

#### 4. Release of Claims

In consideration for, among other terms, the Severance Pay, to which you acknowledge you would otherwise not be entitled, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the “Releasees”) generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown (“Claims”) that, as of the date when you sign this Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to your employment by and termination of employment with the Company;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of defamation or other torts;
- of harassment, retaliation, discrimination, and/or civil rights;
- conferred by or arising under any federal, state or local law (including, without limitation, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Massachusetts Fair Employment Practices Act, the Massachusetts Equal Rights Law, Title VII of the Civil Rights Act of 1964, and the Worker Adjustment and Retraining Notification Act);
- relating to wages, bonuses, incentive compensation, stock, stock options, overtime, minimum wage, meal breaks, prevailing wage, deductions, reporting pay, expense reimbursements, leaves, vacation pay or any other compensation or benefits, including, without limitation, those claims conferred or arising under M.G.L. c. 149, §§148 et seq (also known as the Massachusetts Wage Act), M.G.L. c. 151 (also known as the Massachusetts Minimum Fair Wage Law), the Fair Labor Standards Act or any other state, federal or local wage and hour laws; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney’s fees;

*Provided*, however, that this release shall not affect your rights under this Agreement or your rights as a terminated employee under the Company’s Section 401(k) plan.

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney’s fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

**This release does not restrict your right to file administrative claims under federal or state law, nor does it in any way bar or prohibit the contact or cooperation with, or participation in, any proceeding before a federal or state administrative agency, including but not limited to the Equal Employment Opportunity Commission (“EEOC”) or the Securities and Exchange Commission (“SEC”); provided, however, that you waive any right to recover**

monetary damages or other personal relief in connection with any such proceeding. This waiver does not limit your right to receive an award for information provided to the SEC.

#### **5. Confidentiality of Agreement-Related Information**

You agree, to the fullest extent permitted by law, to keep all Agreement-Related Information completely confidential. “Agreement-Related Information” means the negotiations leading to this Agreement and the existence and terms of this Agreement. Notwithstanding the foregoing, you may disclose Agreement-Related Information to your spouse, your attorney and your financial advisors, and to them only provided that they first agree for the benefit of the Company to keep Agreement-Related Information confidential. You represent that during the period since March 15, 2018, you have not made any disclosures that would have been contrary to the foregoing obligation if it had then been in effect.

This provision, however, shall not apply to communications from or with the Equal Employment Opportunity Commission (“EEOC”) or other government agency.

#### **6. Nondisparagement**

You agree not to make any disparaging statements concerning the Company or any of its current or former officers, directors, shareholders, employees or agents. You represent that during the period since March 15, 2018, you have not made any such disparaging statements. These nondisparagement obligations shall not in any way affect your obligation to testify truthfully in any legal proceeding.

This provision, however, shall not apply to communications from or with the EEOC or other government agency.

#### **7. Time for Consideration**

This Agreement is intended to comply with the Older Workers’ Benefit Protection Act of 1990 (“OWBPA”) with regard to your waiver of rights under the Age Discrimination in Employment Act of 1967 (“ADEA”). You acknowledge that you are specifically waiving rights and claims under the ADEA; that the waiver of rights under the ADEA does not extend to any rights or claims arising after the date this Agreement is signed by you; that you are receiving consideration in addition to what you would otherwise be entitled; that you have been advised to consult with an attorney before signing this Agreement; and that you have had a period of forty-five (45) days to consider the decision to enter into this Agreement.

It is understood that you may revoke your approval of this Agreement in the seven (7) day period following the date on which you sign the Agreement (the “Revocation Period”). If you wish to revoke this Agreement, you must deliver written notice to Kelley Morgan, Sr. Director of HR via email at kmorgan@t2biosystems.com, stating that you intend to revoke no later than on the seventh (7th) day following your signing of this Agreement. This Agreement shall not become effective or enforceable until the eighth calendar day after the date it is signed by you.



## 8. Other Provisions

- Return of Payment. If you breach any of your obligations under this Agreement, in addition to any other legal or equitable remedies it may have for such breach, you shall return the Severance Pay to the Company.
- Absence of Reliance. In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company.
- Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- Governing Law; Interpretation. This Agreement shall be interpreted and enforced under the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles. In the event of any dispute, this Agreement is intended by the parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either you or the Company or the “drafter” of all or any portion of this Agreement.
- Entire Agreement. This Agreement constitutes the entire agreement between you and the Company. This Agreement supersedes any previous agreements or understandings between you and the Company, except the Non-Competition Agreement and any other obligations specifically preserved in this Agreement.
- Effective Date. This Agreement shall become effective on the first business day following the expiration of the Revocation Period (the “Effective Date”).
- Counterparts. This Agreement may be executed in separate counterparts. When all counterparts are signed, they shall be treated together as one and the same document.

Please indicate your agreement to the terms of this Agreement by signing and returning to me the original or a PDF copy of this letter within the time period set forth above.

Very truly yours,  
**T2 Biosystems, Inc.**

By: \_\_\_\_\_  
Michael GibbsDate  
General Counsel

Enclosures (Exhibit A—Non-Competition Agreement)

You are advised to consult with an attorney before signing this Agreement. This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

\_\_\_\_\_  
Joanne Spadaro

Date

**AMENDMENT NO. 4 TO TERM LOAN AGREEMENT**

THIS AMENDMENT NO. 4 TO TERM LOAN AGREEMENT, dated as of March 13, 2019 (this "**Amendment**") is made among T2 BIOSYSTEMS, INC., a Delaware corporation ("**Borrower**"), the other Obligors party hereto, CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, "**Administrative Agent**") and the lenders listed on the signature pages hereof under the heading "LENDERS" (each, a "**Lender**" and, collectively, the "**Lenders**"), with respect to the Loan Agreement described below.

**RECITALS**

WHEREAS, Borrower, Administrative Agent and the Lenders are parties to the Term Loan Agreement, dated as of December 30, 2016, with the Subsidiary Guarantors from time to time party thereto (as amended by Amendment No. 1 to Term Loan Agreement, dated as of March 1, 2017, among Borrower, Administrative Agent and the lenders party thereto, and as further amended by Amendment No. 2 to Term Loan Agreement, dated as of December 18, 2017, among Borrower, Administrative Agent and the lenders party thereto, and as further amended by Amendment No. 3 to Term Loan Agreement, dated as of March 16, 2018, among Borrower, Administrative Agent and the lenders party thereto, and as further amended, supplemented or modified to date, the "**Loan Agreement**"); and

WHEREAS, Borrower has requested that Administrative Agent and the Lenders (which Lenders constitute the Majority Lenders), and Administrative Agent and the Lenders (which Lenders constitute the Majority Lenders) have agreed to, amend the Minimum Required Revenue covenant in **Section 10.02(c)** of the Loan Agreement and make certain other changes as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**SECTION 1. Definitions; Interpretation.**

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Interpretation.** The rules of interpretation set forth in **Section 1.03** of the Loan Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

**SECTION 2. Amendments to Loan Agreement.** Subject to **Section 3** of this Amendment, the Loan Agreement is hereby amended as follows:

(a) The following definitions are hereby added to **Section 1.01** of the Loan Agreement in appropriate alphabetical order:

**"acceleration"** and **"Acceleration"** have the meanings set forth in **Section**

**11.02.**

“**Acceleration Premium**” has the meaning set forth in **Section 11.02(c)**. “**Back-End Facility Fee**” has the meaning set forth in the Fee Letter.

(b) The following definitions in **Section 1.01** of the Loan Agreement are hereby amended and restated in their entirety:

“**Prepayment Premium**” means, if the prepayment occurs:

(A) on or prior to the twelfth (12<sup>th</sup>) Payment Date, the Prepayment Premium shall be an amount equal to 6.00% of the aggregate outstanding principal amount of the Loans being prepaid on such Redemption Date;

(B) after the twelfth (12<sup>th</sup>) Payment Date and on or prior to the sixteenth (16<sup>th</sup>) Payment Date, the Prepayment Premium shall be an amount equal to 4.00% of the aggregate outstanding principal amount of the Loans being prepaid on such Redemption Date;

(C) after the sixteenth (16<sup>th</sup>) Payment Date and on or prior to the twentieth (20<sup>th</sup>) Payment Date, the Prepayment Premium shall be an amount equal to 2.00% of the aggregate outstanding principal amount of the Loans being prepaid on such Redemption Date; and

(D) after the twentieth (20<sup>th</sup>) Payment Date, there shall be no Prepayment Premium owing on any such Redemption Date;

*provided* that, to determine the aggregate outstanding principal amount of the Loans, and how many Payment Dates have occurred, as of any Redemption Date for purposes of this definition:

(i) if, as of such Redemption Date, Borrower shall have made only one Borrowing, the number of Payment Dates shall be deemed to be the number of Payment Dates that shall have occurred following the first Borrowing Date; and

(ii) if, as of such Redemption Date, Borrower shall have made more than one Borrowing, then the Prepayment Premium shall equal the sum of multiple Prepayment Premiums calculated with respect to the Loans of each Borrowing, each of which Prepayment Premiums shall be calculated based on solely the aggregate outstanding principal amount of the Loans borrowed in such Borrowing (and PIK Loans subsequently borrowed in respect of interest payments thereon), as though the applicable number of Payment Dates equals the number of Payment Dates that shall have occurred following the applicable Borrowing Date. In the case of any partial prepayment, the amount of such prepayment shall be allocated to Loans made in the various Borrowings (and PIK Loans in respect thereof) in the order in which such Borrowings were made.

The Prepayment Premium payable upon any prepayment shall be in addition to any payments required pursuant to the Fee Letter.

“**Redemption Date**” means, as the context may require, (i) the Payment Date on which an optional prepayment is made pursuant to **Section 3.03(a)**, (ii) the date of an Asset Sale or Change of Control in connection with which a prepayment is made pursuant to **Section 3.03(b)**, (iii) the date prepayment is mandated by a Requirement of Law as described in **Section 5.02(b)** and (iv) in the event that Loans become due and payable prior to the Stated Maturity Date for any reason not related to the foregoing clauses (i) through (iii) (other than by reason of the Loans becoming due and payable pursuant to an Acceleration), the date on which a prepayment is due.

“**Redemption Price**” means an amount equal to the aggregate principal amount of the Loans being prepaid plus the Prepayment Premium plus any accrued but unpaid interest and any fees then due and owing (including the Back-End Facility Fee).

- (c) The following **Section 1.05** is hereby added to the Loan Agreement immediately following **Section 1.04** of the Loan Agreement:

**1.05 Divisions.** For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

- (d) The following **Section 3.02(e)** is hereby added to the Loan Agreement immediately following **Section 3.02(d)** of the Loan Agreement:

- (e) **Redemption Price.** For the avoidance of doubt, in the event any Loans shall become due and payable for any reason, interest pursuant to **Sections 3.02(a)** and **(b)** shall accrue on the Redemption Price for such Loans from and after the date such Redemption Price is due and payable until such Redemption Price is paid in full.

- (e) **Section 3.03(a)** of the Loan Agreement is hereby amended and restated in its entirety as follows:

(a) **Optional Prepayments.** Upon prior written notice to Administrative Agent delivered pursuant to **Section 4.03**, Borrower shall have the right to optionally prepay in whole or in part the outstanding principal amount of the Loans on any Business Day for the Redemption Price. No partial prepayment shall be made under this **Section 3.03(a)** in connection with any event described in **Section 3.03(b)**.

- (f) Effective as of December 31, 2018, **Section 10.02(b)** of the Loan Agreement is hereby amended and restated in its entirety as follows:

(b) [reserved];

(g) **Section 10.02(c)** of the Loan Agreement is hereby amended and restated in its entirety as follows:

(c) during the twelve month period beginning on January 1, 2019, of at least \$9,000,000;

(h) **Section 11.02** of the Loan Agreement is hereby amended and restated in its entirety as follows:

**11.02 Remedies.**

(a) Upon the occurrence of any Event of Default, then, and in every such event (other than an Event of Default described in **Section 11.01(h), (i) or (j)**), and at any time thereafter during the continuance of such event, the Majority Lenders may, by notice to Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable) (an "**acceleration**"), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations shall become due and payable immediately and the Obligors shall immediately pay, without duplication, all Obligations, including the Back-End Facility Fee and an Acceleration Premium as calculated below, all without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor.

(b) Upon the occurrence of any Event of Default described in **Section 11.01(h), (i) or (j)**, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations, shall automatically become due and payable immediately (an "**acceleration**" and, together with any acceleration defined in **Section 11.02(a)**, each, an "**Acceleration**") and the Obligors shall immediately pay all Obligations, without duplication, including the Back-End Facility Fee and an Acceleration Premium as calculated below, all without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor.

(c) **Acceleration Premium Calculation.** The applicable "**Acceleration Premium**" shall be an amount calculated as follows:

(i) If the date of Acceleration occurs:

(A) on or prior to the twelfth (12<sup>th</sup>) Payment Date, the Acceleration Premium shall be an amount equal to 6.00% of the aggregate outstanding principal amount of the Loans subject to the Acceleration;

(B) after the twelfth (12<sup>th</sup>) Payment Date and on or prior to the sixteenth (16<sup>th</sup>) Payment Date, the Acceleration Premium shall be an amount equal to 4.00% of the aggregate outstanding principal amount of the Loans subject to the Acceleration;

(C) after the sixteenth (16<sup>th</sup>) Payment Date, and on or prior to the twentieth (20<sup>th</sup>) Payment Date, the Acceleration Premium shall be an amount equal to 2.00% of the aggregate outstanding principal amount of the Loans subject to the Acceleration; and

(D) after the twentieth (20<sup>th</sup>) Payment Date, there shall be no Acceleration Premium owing on such date of Acceleration.

(ii) To determine the aggregate outstanding principal amount of the Loans subject to the Acceleration, and how many Payment Dates have occurred, as of any date of Acceleration, for purposes of this **Section 11.02(c)**:

(A) if, as of such date of Acceleration, Borrower shall have made only one Borrowing, the number of Payment Dates shall be deemed to be the number of Payment Dates that shall have occurred following the first Borrowing Date; and

(B) if, as of such date of Acceleration, Borrower shall have made more than one Borrowing, then the Acceleration Premium shall equal the sum of multiple Acceleration Premiums calculated with respect to the Loans of each Borrowing, each of which Acceleration Premiums shall be calculated based on solely the aggregate outstanding principal amount of the Loans borrowed in such Borrowing (and PIK Loans subsequently borrowed in respect of interest payments thereon), as though the applicable number of Payment Dates equals the number of Payment Dates that shall have occurred following the applicable Borrowing Date. In the case that the Loans subject to Acceleration does not equal the full principal amount of Loans outstanding, the amount of such payment shall be allocated to Loans made in the various Borrowings (and PIK Loans in respect thereof) in the order in which such Borrowings were made.

(d) (i) For the avoidance of doubt, the Acceleration Premium and the Back-End Facility Fee that are payable upon Acceleration of the Loans shall be due and payable at any time the Loans become due and payable prior to the Stated Maturity Date due to Acceleration pursuant to the terms of this Agreement (in which case it shall be due immediately, upon the giving of notice to Borrower in accordance with **Section 11.02(a)**, or automatically, in accordance with **Section 11.02(b)**), whether by operation of law or otherwise (including where bankruptcy filings or the exercise of any bankruptcy right or power, whether in any plan of reorganization or otherwise, results or would result in a payment, discharge, modification or other treatment of the Loans or Loan Documents that would otherwise evade, avoid, or otherwise disappoint the expectations of Lenders in receiving the full benefit of their bargained-for Acceleration Premium and their bargained-for Back-End Facility Fee as provided herein and in the Fee Letter). The

Obligors and Lenders acknowledge and agree that any Acceleration Premium and the Back-End Facility Fee due and payable in accordance with the Loan Documents shall not constitute unmatured interest, whether under section 502(b)(2) of the Bankruptcy Code or otherwise, but instead is reasonably calculated to ensure that the Lenders receive the benefit of their bargain under the terms of this Agreement, whether in a bankruptcy case or otherwise.

(ii) Each Obligor acknowledges and agrees that, prior to executing this Agreement, it has had the opportunity to review, evaluate and negotiate the Acceleration Premium calculation and the Back-End Facility Fee with its advisors and acknowledges that the Acceleration Premium is a reasonable approximation of Lenders' liquidated damages upon Acceleration and, accordingly, each Obligor will not contest or object to the reasonableness thereof. Each Obligor understands and acknowledges that Lenders have entered into this Agreement in reliance upon the Acceleration Premium and the Back-End Facility Fee. Each Obligor acknowledges and agrees that the Lenders shall be entitled to recover the full amount of the Obligations, without duplication, including the Acceleration Premium and the Back-End Facility Fee in each and every circumstance in which such amount is due pursuant to or in connection with this Agreement and the Fee Letter, including in the case of any Obligor's bankruptcy filing, so that the Lenders shall receive the benefit of their bargain hereunder and otherwise receive full recovery of the agreed-upon return under every possible circumstance, and Borrower hereby waives any defense to payment, whether such defense may be based in public policy, ambiguity, or otherwise. Each Obligor further acknowledges and agrees, and waives any argument to the contrary, that payment of such amounts does not constitute a penalty or an otherwise unenforceable or invalid obligation. Any damages that the Lenders may suffer or incur resulting from or arising in connection with any breach by Borrower shall constitute secured obligations owing to the Lenders.

(iii) For the avoidance of doubt, in the event of any Acceleration, interest pursuant to **Sections 3.02(a) and (b)** shall accrue on all Obligations, including the Back-End Facility Fee and any Acceleration Premium, from and after the date such Obligations are due and payable until paid in full.

(e) In the event of an Acceleration under this **Section 11.02**, no Prepayment Premium will be due and payable; *provided* that the Acceleration Premium will be due and payable as aforesaid.

(i) The following **Section 13.22** is hereby added to the Loan Agreement immediately following **Section 13.21** of the Loan Agreement:

**13.22 Redemption Price.**

(a) For the avoidance of doubt, the Prepayment Premium (as a component of the Redemption Price) and Back-End Facility Fee shall be due and payable whenever so stated in this Agreement (and the Fee Letter, as applicable),



or by any applicable operation of law, regardless of the circumstances causing any related payment prior to the Stated Maturity Date (other than an Acceleration, in which case the Acceleration Premium instead shall be payable in all cases).

(b) The Obligors and the Lenders acknowledge and agree that any Prepayment Premium due and payable in accordance with the Loan Documents shall not constitute unmatured interest, whether under section 502(b)(2) of the Bankruptcy Code or otherwise, but instead is reasonably calculated to ensure that the Lenders receive the benefit of their bargain under the terms of this Agreement.

(c) Each Obligor acknowledges and agrees that, prior to executing this Agreement, it has had the opportunity to review, evaluate and negotiate the Prepayment Premium calculation with its advisors and acknowledges that the Prepayment Premium is a reasonable approximation of the Lenders' liquidated damages upon repayment on any Redemption Date prior to the Stated Maturity Date and, accordingly, each Obligor will not contest or object to the reasonableness thereof. Each Obligor understands and acknowledges that the Lenders have entered into this Agreement in reliance upon the Prepayment Premium. Each Obligor acknowledges and agrees that the Lenders shall be entitled to recover the full amount of the Obligations, including the Prepayment Premium in each and every circumstance in which such amount is due pursuant to or in connection with this Agreement, so that the Lenders shall receive the benefit of their bargain hereunder and otherwise receive full recovery of the agreed-upon return under every possible circumstance, and Borrower hereby waives any defense to payment, whether such defense may be based in public policy, ambiguity, or otherwise. Each Obligor further acknowledges and agrees, and waives any argument to the contrary, that payment of such amounts does not constitute a penalty or an otherwise unenforceable or invalid obligation. Any damages that the Lenders may suffer or incur resulting from or arising in connection with any breach by Borrower shall constitute secured obligations owing to the Lenders.

(j) **Annex B** of **Exhibit E** of the Loan Agreement is hereby amended and restated in its entirety by **Annex B to Compliance Certificate** attached hereto as **Exhibit A**.

**SECTION 3. Conditions of Effectiveness.** The effectiveness of **Section 2** of this Amendment shall be subject to the following conditions precedent:

(a) Borrower, Administrative Agent and the Lenders, which constitute the Majority Lenders, shall have duly executed and delivered this Amendment pursuant to **Section 13.04** of the Loan Agreement; *provided, however*, that this Amendment shall have no binding force or effect unless all conditions set forth in this **Section 3** have been satisfied;

(b) no Default or Event of Default (in each case subject to any cure period provided under the Loan Agreement) under the Loan Agreement shall have occurred and be continuing;

(c) Borrower shall have delivered to Administrative Agent amendments to or replacements of each Warrant that reduce the Exercise Price (as defined in each Warrant), in each

case in the form attached hereto as **Exhibit B** or **Exhibit C**, as applicable, and duly executed by Borrower; and

(d) Borrower shall have paid or reimbursed Administrative Agent and the Lenders for their reasonable out of pocket costs and expenses (including the reasonable fees and expenses of Administrative Agent's and the Lenders' legal counsel) incurred in connection with this Amendment pursuant to **Section 13.03(a)(i)(z)** of the Loan Agreement.

**SECTION 4. Representations and Warranties; Reaffirmation.**

(a) Borrower hereby represents and warrants to each Lender as follows:

(i) Borrower has full power, authority and legal right to make and perform this Amendment. This Amendment is within Borrower's corporate powers and has been duly authorized by all necessary corporate action and, if required, by all necessary shareholder action. This Amendment has been duly executed and delivered by Borrower and constitutes a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law). This Amendment (x) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority or any third party, except for such as have been obtained or made and are in full force and effect, (y) will not violate (i) the charter, bylaws or other organizational documents of Borrower and its Subsidiaries or (ii) any applicable law or regulation or any order of any Governmental Authority, other than any such violations in the case of this clause (ii) that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (z) will not violate or result in a default under any Material Agreement or agreement creating or evidencing any Material Indebtedness, or give rise to a right thereunder to require any payment to be made by any such Person.

(ii) No Default has occurred or is continuing or will result after giving effect to this Amendment.

(iii) The representations and warranties in **Section 7** of the Loan Agreement are true and correct in all material respects (taking into account any changes made to schedules updated in accordance with **Section 7.20** of the Loan Agreement) (unless qualified by materiality or Material Adverse Effect, in which case they are true in all respects (taking into account any changes made to schedules updated in accordance with **Section 7.20** of the Loan Agreement)) on and as of the date hereof, with the same force as if made on and as of the date hereof (except that the representation regarding representations and warranties that refer to a specific earlier date is that they were true and correct in all material respects (taking into account any changes made to schedules updated in accordance with **Section 7.20** of the Loan Agreement) (unless qualified by materiality or Material Adverse Effect, in which case they are true in and correct in all respects (taking into account any changes made to schedules updated in accordance with **Section 7.20** of the Loan Agreement)) on such earlier date).

Agreement.

(iv)

(b) Each Obligor hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Loan Documents to which it is a party and agrees that the Loan Documents remain in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, Borrower acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

**SECTION 5. Release.** In consideration of the agreements of Administrative Agent and the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, on behalf of itself and its successors, assigns and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Administrative Agent and each Lender, and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Administrative Agent, each Lender and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Borrower or any of its successors, assigns or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan Agreement or any of the other Loan Documents or transactions thereunder or related thereto (collectively, the “**Released Claims**”). Borrower understands, acknowledges and agrees that the release set forth above (the “**Release**”) may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of the Release. Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the Release. Borrower acknowledges that the Release constitutes a material inducement to Administrative Agent and the Lenders to enter into this Amendment and that Administrative Agent and the Lenders would not have done so but for Administrative Agent’s and each Lender’s expectation that the Release is valid and enforceable in all events.

**SECTION 6. Governing Law; Submission to Jurisdiction; WAIVER OF JURY TRIAL.**

(a) **Governing Law.** This Amendment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

(b) **Submission to Jurisdiction.** Borrower agrees that any suit, action or proceeding with respect to this Amendment or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 6** is for the benefit of Administrative Agent and the Lenders only and, as a result, none of Administrative Agent or any Lender shall be prevented from taking proceedings in any other courts with jurisdiction. To the extent allowed by applicable Laws, Administrative Agent and the Lenders may take concurrent proceedings in any number of jurisdictions.

(c) **WAIVER OF JURY TRIAL.** BORROWER, ADMINISTRATIVE AGENT AND EACH LENDER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT.

#### **SECTION 7. Miscellaneous.**

(a) **No Waiver.** Except as expressly stated herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Loan Agreement or any of the other Loan Documents or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, Administrative Agent and the Lenders reserve all rights, privileges and remedies under the Loan Documents. Except as amended hereby, the Loan Agreement and other Loan Documents remain unmodified and in full force and effect. All references in the Loan Documents to the Loan Agreement shall be deemed to be references to the Loan Agreement as amended hereby.

(b) **Severability.** In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(c) **Headings.** Headings and captions used in this Amendment (including the Exhibits, Schedules and Annexes hereto, if any) are included for convenience of reference only and shall not be given any substantive effect.

(d) **Integration.** This Amendment constitutes a Loan Document and, together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Executed counterparts delivered by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be effective as delivery of a manually executed counterpart.

(f) **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other Loan Document, the provisions of this

Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Loan Documents shall not be modified and shall remain in full force and effect.

[Remainder of page intentionally left blank]

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

BORROWER:

T2 BIOSYSTEMS, INC.

By

*/XetkaæH*

Title:

*Cfo*

*}}J*

[Signature Page -Amendment No. 4]

ADMINISTRATIVE AGENT:

**CRG SERVICING LLC**

By

Name: Title:

LENDERS:

Nathan Hukill Authorized Signatory

**CRG PARTNERS III – PARALLEL FUND “A” L.P.**

By CRG PARTNERS III – PARALLEL FUND

“A” GP L.P., its General Partner

By CRG PARTNERS III – PARALLEL FUND

“A” GP LLC, its General Partner

By

Name: Title:

Nathan Hukill Authorized Signatory

**CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P.**

By CRG PARTNERS III (CAYMAN) GP L.P.,

its General Partner

By CRG PARTNERS III (CAYMAN) GP LLC,

its General Partner

By

Name: Nathan Hukill

Title: Authorized Signatory

Witness:

Name:

Noah Putter

**CRG ISSUER 2017-1**

By CRG SERVICING LLC, acting by power of attorney

By:

Name: Title:

Nathan Hukill Authorized Signatory

[Signature Page – Amendment No. 4]

## Annex B to Compliance Certificate

## CALCULATIONS OF FINANCIAL COVENANT COMPLIANCE

<b>I.</b>	<b>Section 10.01: Minimum Liquidity</b>	
A.	Amount of unencumbered (other than Liens securing the Obligations and Liens permitted pursuant to <b>Section 9.02(c)</b> and <b>Section 9.02(j)</b> ); <i>provided</i> that with respect to case subject to a Lien in connection with Permitted Priority Debt, there is no default under the documentation governing the Permitted Priority Debt) cash and Permitted Cash Equivalent Investments (which for greater certainty shall not include any undrawn credit lines), in each case, to the extent held in an account over which the Lenders have a perfected security interest:	\$
B.	The greater of:	\$
	(1) \$5,000,000 and	
	(2) to the extent Borrower has incurred Permitted Priority Debt, the minimum cash balance required of Borrower by Borrower's Permitted Priority Debt creditors	
	<i>Is Line IA equal to or greater than Line IB?:</i>	<i>Yes: In compliance; No: Not in compliance</i>
<b>II.</b>	<b>Section 10.02(a)-(e): Minimum Revenue— Subsequent Periods</b>	
A.	Revenues during the twelve month period beginning on January 1, 2017	\$
	<i>[Is line II.A equal to or greater than \$3,000,000?</i>	<i>Yes: In compliance; No: Not in compliance]</i> <sup>1</sup>
B.	Revenues during the twelve month period beginning on January 1, 2018	\$
C.	Revenues during the twelve month period beginning on January 1, 2019	\$
	<i>[Is line II.C equal to or greater than \$9,000,000?</i>	<i>Yes: In compliance; No: Not in compliance]</i> <sup>2</sup>

<sup>1</sup> Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2017 pursuant to Section 8.01(b) of the Loan Agreement.

<sup>2</sup> Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2019 pursuant to Section 8.01(b) of the Loan Agreement.



D.	Revenues during the twenty-four month period beginning on January 1, 2019	\$
	<i>[Is line II.D equal to or greater than \$95,000,000?</i>	<i>Yes: In compliance; No: Not in compliance]</i> <sup>3</sup>
E.	Revenues during the twenty-four month period beginning on January 1, 2020	\$
	<i>[Is line II.E equal to or greater than \$140,000,000?</i>	<i>Yes: In compliance; No: Not in compliance]</i> <sup>4</sup>

<sup>3</sup> Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2020 pursuant to Section 8.01(b) of the Loan Agreement.

<sup>4</sup> Include bracketed entry only on the Compliance Certificate to be delivered within 90 days of the end of 2021 pursuant to Section 8.01(b) of the Loan Agreement.

**Form of Amendment to Warrant**

[See attached.]

## AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK

THIS AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK, dated as of March 13, 2019 (this "**Amendment**"), is made between T2 BIOSYSTEMS, INC., a Delaware corporation (the "**Company**"), and CRG PARTNERS III L.P. (the "**Holder**"), with respect to the Warrant described below.

### RECITALS

WHEREAS, the Company and the Holder are parties to the Warrant to Purchase Shares of Common Stock, dated as of December 30, 2016 (the "**Warrant**"); and

WHEREAS, the Company and the Holder have agreed to reduce the Exercise Price in connection with an amendment to the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**SECTION 1. Definitions.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Warrant.

**SECTION 2. Amendment.** Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the "**Exercise Price**").

**SECTION 3. Representations and Warranties; Reaffirmation.**

(a) The Company hereby represents and warrants to the Holder that (i) the Company has full power, authority and legal right to make and perform this Amendment; (ii) this Amendment is within the Company's corporate powers and has been duly authorized by all necessary corporate action and, if required, by all necessary shareholder action; (iii) this Amendment has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (B) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iv) this Amendment (A) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority (as defined in the Term Loan Agreement) or any third party, except for such as have been obtained or made and are in full force and effect and (B) will not violate (I) the charter, bylaws or other organizational documents of the Company or (II) any applicable law or regulation or any order of any Governmental Authority (as defined in the Term Loan Agreement), other than any such violations in the case of this clause (II) that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (as defined in the Term Loan Agreement).

(b) The Company hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Warrant and agrees that the Warrant remains in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, the Company acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

**SECTION 4. Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.**

(a) **Governing Law.** This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

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(b) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Amendment or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 4(b)** is for the benefit of the Holder only and, as a result, the Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Amendment and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(c) **WAIVER OF JURY TRIAL.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AMENDMENT.

#### **SECTION 5. Miscellaneous.**

(a) **No Waiver.** Except as expressly stated herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Warrant or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Holder reserves all rights, privileges and remedies under the Warrant. Except as amended hereby, the Warrant remains unmodified and in full force and effect. All references to the Warrant, including in the Term Loan Agreement or any other Loan Document (as defined in the Term Loan Agreement), shall be deemed to be references to the Warrant as amended hereby.

(b) **Severability.** If any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amendment, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Amendment shall be enforceable in accordance with its terms.

(c) **Titles and Subtitles.** The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment. All references in this Amendment to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(d) **Integration.** The Warrant as amended by this Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Executed counterparts delivered by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be effective as delivery of a manually executed counterpart.

(f) **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other document, the provisions of this Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Warrant shall not be modified and shall remain in full force and effect.

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

COMPANY:

**T2 BIOSYSTEMS, INC.**

ByName: Title:

[Signature Page – Amendment to Warrant (CPIII)]

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HOLDER:

**CRG PARTNERS III L.P.**

By CRG PARTNERS III GP L.P., its General Partner By CRG PARTNERS III GP  
LLC, its General Partner

By

Name: Title:

[Signature Page – Amendment to Warrant (CPIII)]

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**Form of Replacement Warrant**

[See attached.]

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

REPLACEMENT  
WARRANT TO PURCHASE SHARES OF COMMON STOCK OF  
T2 BIOSYSTEMS, INC.

Dated as of March 13, 2019  
Void after the date specified in Section 8

**Warrant to Purchase 178,100  
Shares of Common Stock (subject  
to adjustment)**

WHEREAS, T2 BIOSYSTEMS, INC., a Delaware corporation (the "**Company**"), issued to CRG PARTNERS III (CAYMAN) L.P. (the "**Previous Holder**") a warrant, dated as of December 30, 2016 (the "**Existing Warrant**"), for shares of the Company's common stock, par value \$0.001 per share (the "**Shares**") in the amount of 192,541 Shares in connection with the transactions described in the Term Loan Agreement, dated as of December 30, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), by and between the Company, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and CRG Servicing LLC; and

WHEREAS, in connection with an amendment and waiver to the Term Loan Agreement, dated as of the date hereof, (i) the Previous Holder will assign the Existing Warrant to (x) with respect to 178,100 Shares, CRG PARTNERS III (CAYMAN) LEV AIV L.P., or its registered assigns (the "**Holder**") pursuant to this Warrant and (y) with respect to 14,441 Shares, CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P. ("**Unlev**") pursuant to the warrant, dated as of the date hereof (the "**Unlev Warrant**"), issued by the Company to Unlev and (ii) the Company and the Holder have agreed to adjust the Exercise Price (as defined below).

NOW, THEREFORE, THIS CERTIFIES THAT, for value received, the Holder is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase Shares from the Company in the amounts, at such times and at the price per share set forth in Section 1. The term "**Warrant**" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. **Number and Price of Shares; Exercise Period.**

(a) **Number of Shares.** Subject to any previous exercise of the Warrant, the Holder shall have the right to purchase up to **178,100** Shares, as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 8.

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(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the “**Exercise Price**”).

(c) **Exercise Period.** This Warrant shall be exercisable, in whole or in part, prior to (or in connection with) the expiration of this Warrant as set forth in Section 8.

## 2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, in accordance with Section 1, by:

(i) the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of Exhibit A (the “**Notice of Exercise**”), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) the payment to the Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier’s or other check acceptable to the Company and payable to the order of the Company.

(b) **Net Issue Exercise.** In lieu of exercising this Warrant pursuant to Section 2(a)(ii), if the fair market value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), the Holder may elect to receive a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled) by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X = \frac{Y}{(A - B)A}$$

Where:

X = The number of Shares to be issued to the Holder

Y = The number of Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)

A = The fair market value of one Share (at the date of such calculation)

B = The Exercise Price (as adjusted to the date of such calculation)

For purposes of the calculation above, the fair market value of one Share shall be determined as follows:

(i) if the Shares are traded on any securities exchange or quoted on an established automated over-the-counter market, the fair market value shall be deemed to be the average of the closing prices over a ten (10) Trading Day period ending five (5) Trading Days before the date of calculation; or

(ii) if at any time the Common Stock is not listed on any securities exchange or quoted on an established automated over-the-counter market, the fair market value of Common Stock shall be the price per share which the Company could obtain from a willing buyer (not a current employee or director) for shares of Common Stock sold by the Company, from authorized but unissued shares, as determined in good faith by its Board of Directors, unless the Company shall become subject to a Reorganization, in which case the fair market value of the Common Stock shall be deemed to be the per share value received by the holders of the Company’s Common Stock pursuant to such Reorganization.

For purposes hereof, the date of calculation shall be the date the Holder sends to the Company a Notice of Exercise. “**Trading Day**” means a day in which trading in the Shares generally occurs on The Nasdaq Global Market or if the Shares are not then listed on The Nasdaq Global Market, on the principal other U.S. national or regional securities exchange on which the Shares are then listed, or if the Shares are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, “Trading Day” means any Business Day. “**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(c) **Exercise Prior to Expiration or Change of Control.** To the extent this Warrant is not previously exercised as to all Shares subject hereto, and if the fair market value of one Share is greater than the Exercise Price then in effect, this Warrant shall be deemed automatically exercised pursuant to Section 2(b) (even if not surrendered) immediately before its expiration or termination pursuant to Section 8(b) below. For purposes of such automatic exercise, the fair market value of one Share upon such expiration shall be determined pursuant to Section 2(b). To the extent this Warrant or any portion thereof is deemed automatically exercised pursuant to this Section 2(c), the Company agrees to promptly notify the Holder of the number of shares of Common Stock, if any, the Holder is to receive by reason of such automatic exercise.

(d) **Stock Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the date this Warrant is exercised in accordance with its terms, and the person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or after such date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates (or other reasonably acceptable evidence of issuance if the Company ordinarily registers uncertificated book-entry positions with its transfer agent) for that number of shares issuable upon such exercise. In the event that the rights under this Warrant are exercised in part and have not expired, the Company shall execute and deliver a new Warrant reflecting the number of Shares that remain subject to this Warrant.

(e) **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(f) **Conditional Exercise.** The Holder may exercise this Warrant conditioned upon (and effective immediately prior to) consummation of any transaction that would cause the expiration of this Warrant pursuant to Section 8 by so indicating in the notice of exercise.

(g) **Reservation of Stock.** The Company agrees during the term the rights under this Warrant are exercisable to reserve and keep available from its authorized and unissued shares of common stock of the Company for the purpose of effecting the exercise of this Warrant such number of shares as shall from time to time be sufficient to effect the exercise of the rights under this Warrant; and if at any time the number of authorized but unissued shares of common stock shall not be sufficient for purposes of the exercise of this Warrant in accordance with its terms, without limitation of such other remedies as may be available to the Holder, the Company will use all reasonable efforts to take such corporate action as may be necessary to increase its authorized and unissued shares of common stock of the Company to a number of shares as shall be sufficient for such purposes. The Company represents and warrants that all shares that may be issued upon the exercise of this Warrant will, when issued in accordance with the terms hereof, including the proper exercise of this Warrant, be validly issued, fully paid and nonassessable.

(h) **Issued Securities.** The Company represents and warrants to the Holder that all issued and outstanding shares of common stock or any other securities of the Company have been duly authorized and that all outstanding shares of common stock of the Company have been validly issued and are fully paid and nonassessable. All outstanding shares of common stock and any other securities were issued in full compliance with all federal and state securities laws. In addition, as of March 8, 2019:

(i) The authorized capital of the Company consists of (A) 200,000,000 shares of common stock, of which 44,320,048 shares are issued and outstanding, and (B) 10,000,000 shares of preferred stock, of which no shares are issued and outstanding.

(ii) The Company has reserved 4,462,779 shares of its common stock for issuance under its stock incentive plans, under which (i) 4,243,732 shares are issuable upon the exercise of stock options outstanding on the date hereof and (ii) up to 1,131,218 shares are issuable under awards of restricted stock units outstanding on the date hereof. The Company has also reserved 809,323 shares of its common stock for issuance pursuant to the Company's employee stock purchase plan. Except as stated above and except for the warrant issued to the Holder pursuant to this Warrant and the other warrants issued on the date hereof in connection with the Term Loan Agreement, there are no other options, warrants, conversion privileges or other rights presently outstanding to purchase or otherwise acquire any authorized but unissued shares of the Company's capital stock or other securities of the Company.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

#### 4. **Transfer of the Warrant.**

(a) **Warrant Register.** The Company shall maintain a register (the "**Warrant Register**") containing the name and address of the Holder or Holders. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary. Any Holder of this Warrant (or of any portion of this Warrant) may change its address as shown on the Warrant Register by written notice to the Company requesting a change.

(b) **Warrant Agent.** The Company may appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 4(a), issuing the Shares or other securities then issuable upon the exercise of the rights under this Warrant, exchanging this Warrant, replacing this Warrant or conducting related activities.

(c) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "**Securities Act**") as set forth in Section 5, title to this Warrant may be transferred by endorsement (by the transferor and the transferee executing the assignment form attached as Exhibit B (the "**Assignment Form**")) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant (and a properly endorsed Assignment Form) for exchange, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company shall issue to or on the order of the Holder a new warrant or warrants of like tenor, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the securities issuable upon exercise of the rights under this Warrant) must be surrendered to the Company or its warrant or transfer agent, as applicable, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in any of the securities represented hereby.

(e) **Taxes.** In no event shall the Company be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder, and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or is not payable.

5. **Compliance with Securities Laws.** By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Restrictions on Transfers.** Any transfer of this Warrant or the Shares (the “**Securities**”) must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Warrant to the same extent as if the transferee were the original Holder hereunder, and

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement, or

(ii) (A) such Holder shall have given prior written notice to the Company of such Holder’s intention to make such disposition and shall have furnished the Company with a reasonable detailed description of the manner and circumstances of the proposed disposition, (B) the transferee shall have made the representations set forth in Section 10 with respect to itself as a Holder and (C) if requested by the Company, such Holder shall have furnished the Company, at the Holder’s expense, with (i) evidence reasonably satisfactory to the Company that such disposition will not require registration of such Securities under the Securities Act or (ii) a legal opinion to the effect that the transfer of such Securities may be effected in compliance with the terms of the Securities Act. Notwithstanding the foregoing, compliance with clauses (B) and (C) above shall not be required for any transfer in compliance with Rule 144 or compliance with clause (C) above shall not be required for any transfer by the Holder to any affiliate of the Holder (or any fund or partnership under common control with one of more general partners or managing members of, or shares the same management company with, the Holder) or a transfer by the Holder to any of the Holder’s partners, members or other equity owners, or retired partners, members or other equity owners or the estate of any partners, members or other equity owners or retired partners, members or other equity owners.

(b) **Investment Representation Statement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which the Warrant was exercised or pursuant to Section 2(b) that results in the Shares issued upon exercise being eligible for resale under Rule 144, it shall be a condition to any exercise of the rights under this Warrant that the Holder shall have confirmed the representations set forth in Section 10 hereof.

(c) **Securities Law Legend.** Subject to Section 5(e), the Securities shall (unless otherwise permitted by the provisions of this Warrant) be stamped or imprinted with a legend substantially similar to the following (in addition to any legend required by state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS CERTIFICATE MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

(d) **Instructions Regarding Transfer Restrictions.** Subject to Section 5(e), the Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 5.

(e) **Removal of Legend.** The legend referring to federal and state securities laws identified in

Section 5(c) stamped on a certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed promptly upon request by the Holder and the Company shall issue a certificate without such legend to the holder of such securities if (i) such securities are registered under the Securities Act, (ii) such securities are eligible for resale under Rule 144, or (iii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration or qualification.

(f) **Compliance with Securities Laws.** The Holder is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

6. **Adjustments.** Subject to the expiration of this Warrant pursuant to Section 8, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a “**Reorganization**”) involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 8) in which shares of the Company’s stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization (collectively, “**Reference Property**”), equivalent in value to that which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant. Without limiting the foregoing, in connection with any Reorganization, upon the closing thereof, the successor or surviving entity shall assume the obligations of this Agreement. The provisions of this Section 6(a) shall similarly apply to successive Reorganizations.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a “**Reclassification**”), then, in any such event, in lieu of the number of Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding shares of common stock are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding shares of common stock are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 6, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the

written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

7. **Notification of Certain Events.** Prior to the expiration of this Warrant pursuant to Section 8, in the event that the Company shall authorize:

(a) the issuance of any dividend or other distribution on the capital stock of the Company (other than (i) dividends or distributions otherwise provided for in Section 6, (ii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase; (iii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to rights of first refusal or first offer contained in agreements providing for such rights; or (iv) repurchases of capital stock of the Company in connection with the settlement of disputes with any stockholder), whether in cash, property, stock or other securities;

(b) the voluntary liquidation, dissolution or winding up of the Company; or

(c) any transaction resulting in the expiration of this Warrant pursuant to Section 8(b);

the Company shall send to the Holder of this Warrant at least ten (10) calendar days prior written notice of the date on which a record shall be taken for any such dividend or distribution specified in clause (a) or the expected effective date of any such other event specified in clause (b) or (c), as applicable. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent of the Holder of this Warrant.

8. **Expiration of the Warrant.** This Warrant shall expire and shall no longer be exercisable as of the earlier of:

(a) 5:00 p.m., Pacific time, on December 30, 2026; or

(b) (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions receive voting securities of such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company.

9. **No Rights as a Stockholder.** Nothing contained herein shall entitle the Holder to any rights as a stockholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company until the rights under the Warrant shall have been exercised and the Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

10. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration.** The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.

(b) **Investment Intent.** The Holder is acquiring the Securities for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the Securities, nor does it have any contract, undertaking, agreement or arrangement for the same.

(c) **Investment Experience.** The Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, and has such knowledge and experience in financial or business matters so that it is capable of evaluating the merits and risks of its investment in the Company and protecting its own interests.

(d) **Speculative Nature of Investment.** The Holder understands and acknowledges that its investment in the Company is highly speculative and involves substantial risks. The Holder can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

(e) **Accredited Investor.** The Holder is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission and agrees to submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Holder has furnished or made available any and all information requested by the Company or otherwise necessary to satisfy any applicable verification requirements as to "accredited investor" status. Any such information is true, correct, timely and complete.

(f) **Residency.** The residency of the Holder (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth on the signature page hereto.

(g) **Restrictions on Resales.** The Holder acknowledges that the Securities must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder is aware of the provisions of Rule 144 promulgated under the Securities Act, which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a "broker's transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. The Holder acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Holder wishes to sell the Securities and that, in such event, the Holder may be precluded from selling the Securities under Rule 144 even if the other applicable requirements of Rule 144 have been satisfied. The Holder acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Securities. The Holder understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(h) **Authorization.** The Holder has full legal capacity, power and authority to execute and deliver this Warrant and to perform its obligations hereunder. This Warrant constitutes the valid and binding obligations of the Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

11. **Miscellaneous.**

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company and the Holder of this Warrant.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at the Holder's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, or until any such Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between the Company's books and records and this Warrant or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(e) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Agreement or any other Loan Document to which it is a party or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This Section 11(e) is for the benefit of the Holder only and, as a result, Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Warrant and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits



attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Waiver of Jury Trial.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS WARRANT.

(i) **California Corporate Securities Law.** THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(j) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(k) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations of the Company and the Holder under this Warrant shall survive exercise of this Warrant.

(l) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

**Replacement.** This Warrant, together with the Unlev Warrant, replace, in its entirety, the

Existing Warrant.

(m)

(signature page follows)

The Company and the Holder sign this Warrant as of the date stated on the first page.

COMPANY:

**T2 BIOSYSTEMS, INC.**

By  
Name: Title:

Address for Notices: 101 Hartwell  
Avenue,  
Lexington, MA 02421

Attn:  
Gibbs  
Tel.:

Michael

761-4630  
Fax:  
Email: mgibbs@t2biosystems.com

(781)

(781) 538-4020

**AGREED AND ACKNOWLEDGED,**

HOLDER:

CRG PARTNERS III (CAYMAN) LEV AIV L.P.  
By CRG PARTNERS III (CAYMAN) GP L.P., its General  
Partner  
By CRG PARTNERS III (CAYMAN) GP LLC, its General  
Partner

By  
Name: Title:

Witness:

Name:

Address for Notices:  
1000 Main Street, Suite 2500  
Houston, TX 77002  
Attn: Portfolio Reporting  
Tel.: 713.209.7350  
Fax: 713.209.7351  
Email: notices@crglp.com

[Signature Page – Warrant]

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EXHIBIT A NOTICE OF EXERCISE

TO: T2 BIOSYSTEMS, INC. (the "Company")

Attention: CHIEF FINANCIAL OFFICER

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant: Number of shares:  
Type of security:

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:  
 A cash payment, and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.  
 The net issue exercise provisions of Section 2(b) of the attached warrant.

(3) **Conditional Exercise.** Is this a conditional exercise pursuant to Section 2(f):  
 Yes  No

If "Yes," indicate the applicable condition:

(4) **Stock Certificate.** Please issue a certificate or certificates representing the shares in the name of:  
 The undersigned  
 Other—Name:  
Address:

(5) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:  
 The undersigned  
 Other—Name:  
Address:

Not applicable

(6) **Investment Intent.** The undersigned represents and warrants that the aforesaid shares are being acquired for investment for its own account and not with a view to, or for resale in connection with, the distribution thereof, and that the undersigned has no present intention of selling, granting any participation in, or

otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties of the undersigned set forth in Section 10 of the attached warrant are true and correct as of the date hereof. ]<sup>1</sup>

([6][7]) **Consent to Receipt of Electronic Notice.** Subject to the limitations set forth in §232(e) of the General Corporation Law of the State of Delaware (the “*DCGL*”), the undersigned consents to the delivery of any notice to stockholders given by the Company under the DGCL or the Company’s certificate of incorporation or bylaws by (i) facsimile telecommunication to the facsimile number provided below (or to any other facsimile number for the undersigned in the Company’s records), (ii) electronic mail to the electronic mail address provided below (or to any other electronic mail address for the undersigned in the Company’s records), (iii) posting on an electronic network together with separate notice to the undersigned of such specific posting or (iv) any other form of electronic transmission (as defined in the DGCL) directed to the undersigned. This consent may be revoked by the undersigned by written notice to the Company and may be deemed revoked in the circumstances specified in DGCL §232.

*(Print name of the warrant holder)*

*(Signature)*

*(Name and title of signatory, if applicable)*

*(Date)*

*(Fax number)*

*(Email address)*

<sup>1</sup> Note to Draft: Include if exercised pursuant to Section 2(a).

**EXHIBIT B ASSIGNMENT  
FORM**

ASSIGNOR:

COMPANY: T2 BIOSYSTEMS, INC.

WARRANT: THE REPLACEMENT WARRANT TO PURCHASE SHARES OF COMMON STOCK DATED AS OF MARCH 13, 2019 (THE "WARRANT")

DATE:

(1) **Assignment.** The undersigned registered holder of the Warrant ("**Assignor**") assigns and transfers to the assignee named below ("**Assignee**") all of the rights of Assignor under the Warrant, with respect to the number of shares set forth below:

Name of Assignee:

Address of Assignee:

Number of Shares Assigned:

and does irrevocably constitute and appoint \_\_\_\_\_ as attorney to make such transfer

on the books of T2 Biosystems, Inc., maintained for the purpose, with full power of substitution in the premises.

(2) **Obligations of Assignee.** Assignee agrees to take and hold the Warrant and any shares of stock to be issued upon exercise of the rights thereunder (the "**Securities**") subject to, and to be bound by, the terms and conditions set forth in the Warrant to the same extent as if Assignee were the original holder thereof.

(3) **Investment Intent.** Assignee represents and warrants that the Securities are being acquired for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and that Assignee has no present intention of selling, granting any participation in, or otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties set forth in Section 10 of the Warrant are true and correct as to Assignee as of the date hereof.}]

Assignor and Assignee are signing this Assignment Form on the date first set forth above.

**ASSIGNOR**

**ASSIGNEE**



*(Print name of Assignor)*

*(Print name of Assignee)*

*(Signature of Assignor)*

*(Signature of Assignee)*

*(Print name of signatory, if applicable)*

*(Print name of signatory, if applicable)*

*(Print title of signatory, if applicable)*

*(Print title of signatory, if applicable)*

Address:

Address:

**AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK**

THIS AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK, dated as of March 13, 2019 (this "**Amendment**"), is made between T2 BIOSYSTEMS, INC., a Delaware corporation (the "**Company**"), and CRG PARTNERS III L.P. (the "**Holder**"), with respect to the Warrant described below.

**RECITALS**

WHEREAS, the Company and the Holder are parties to the Warrant to Purchase Shares of Common Stock, dated as of December 30, 2016 (the "**Warrant**"); and

WHEREAS, the Company and the Holder have agreed to reduce the Exercise Price in connection with an amendment to the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**SECTION 1. Definitions.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Warrant.

**SECTION 2. Amendment.** Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the "**Exercise Price**").

**SECTION 3. Representations and Warranties; Reaffirmation.**

(a) The Company hereby represents and warrants to the Holder that (i) the Company has full power, authority and legal right to make and perform this Amendment; (ii) this Amendment is within the Company's corporate powers and has been duly authorized by all necessary corporate action and, if required, by all necessary shareholder action; (iii) this Amendment has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (B) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iv) this Amendment (A) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority (as defined in the Term Loan Agreement) or any third party, except for such as have been obtained or made and are in full force and effect and (B) will not violate (I) the charter, bylaws or other organizational documents of the Company or (II) any applicable law or regulation or any order of any Governmental Authority (as defined in the Term Loan Agreement), other than any such violations in the case of this clause (II) that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (as defined in the Term Loan Agreement).

(b) The Company hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Warrant and agrees that the Warrant remains in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, the Company acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

**SECTION 4. Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.**

(a) **Governing Law.** This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.



(b) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Amendment or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 4(b)** is for the benefit of the Holder only and, as a result, the Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Amendment and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(c) **WAIVER OF JURY TRIAL.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AMENDMENT.

**SECTION 5. Miscellaneous.**

(a) **No Waiver.** Except as expressly stated herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Warrant or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Holder reserves all rights, privileges and remedies under the Warrant. Except as amended hereby, the Warrant remains unmodified and in full force and effect. All references to the Warrant, including in the Term Loan Agreement or any other Loan Document (as defined in the Term Loan Agreement), shall be deemed to be references to the Warrant as amended hereby.

(b) **Severability.** If any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amendment, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Amendment shall be enforceable in accordance with its terms.

(c) **Titles and Subtitles.** The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment. All references in this Amendment to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(d) **Integration.** The Warrant as amended by this Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Executed counterparts delivered by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be effective as delivery of a manually executed counterpart.

(f) **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other document, the provisions of this Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Warrant shall not be modified and shall remain in full force and effect.

[Remainder of page intentionally left blank]

written.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above

COMPANY:

**T2 BIOSYSTEMS, INC.**

By  
Title:

*Olttf*

CEQ

[Signature Page -Amendment to Warrant (CPIII)]

HOLDER:

**CRG PARTNERS III L.P.**

By CRG PARTNERS III GP L.P., its General Partner By CRG PARTNERS III  
GP LLC, its General Partner

By Name:  
Title:

Nathan Hukill Authorized Signatory

[Signature Page – Amendment to Warrant (CPIII)]

**AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK**

THIS AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK, dated as of March 13, 2019 (this "**Amendment**"), is made between T2 BIOSYSTEMS, INC., a Delaware corporation (the "**Company**"), and CRG PARTNERS III – PARALLEL FUND "A" L.P. (the "**Holder**"), with respect to the Warrant described below.

**RECITALS**

WHEREAS, the Company and the Holder are parties to the Warrant to Purchase Shares of Common Stock, dated as of December 30, 2016 (the "**Warrant**"); and

WHEREAS, the Company and the Holder have agreed to reduce the Exercise Price in connection with an amendment to the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**SECTION 1. Definitions.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Warrant.

**SECTION 2. Amendment.** Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the "**Exercise Price**").

**SECTION 3. Representations and Warranties; Reaffirmation.**

(a) The Company hereby represents and warrants to the Holder that (i) the Company has full power, authority and legal right to make and perform this Amendment; (ii) this Amendment is within the Company's corporate powers and has been duly authorized by all necessary corporate action and, if required, by all necessary shareholder action; (iii) this Amendment has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (B) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iv) this Amendment (A) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority (as defined in the Term Loan Agreement) or any third party, except for such as have been obtained or made and are in full force and effect and (B) will not violate (I) the charter, bylaws or other organizational documents of the Company or (II) any applicable law or regulation or any order of any Governmental Authority (as defined in the Term Loan Agreement), other than any such violations in the case of this clause (II) that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (as defined in the Term Loan Agreement).

(b) The Company hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Warrant and agrees that the Warrant remains in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, the Company acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

**SECTION 4. Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.**

(a) **Governing Law.** This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(b) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Amendment or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 4(b)** is for the benefit of the Holder only and, as a result, the Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Amendment and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(c) **WAIVER OF JURY TRIAL.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AMENDMENT.

**SECTION 5. Miscellaneous.**

(a) **No Waiver.** Except as expressly stated herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Warrant or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Holder reserves all rights, privileges and remedies under the Warrant. Except as amended hereby, the Warrant remains unmodified and in full force and effect. All references to the Warrant, including in the Term Loan Agreement or any other Loan Document (as defined in the Term Loan Agreement), shall be deemed to be references to the Warrant as amended hereby.

(b) **Severability.** If any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amendment, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Amendment shall be enforceable in accordance with its terms.

(c) **Titles and Subtitles.** The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment. All references in this Amendment to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(d) **Integration.** The Warrant as amended by this Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Executed counterparts delivered by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be effective as delivery of a manually executed counterpart.

(f) **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other document, the provisions of this Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Warrant shall not be modified and shall remain in full force and effect.

[Remainder of page intentionally left blank]

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

COMPANY:

T2 BIOSYSTEMS, INC.

**ame,**

Title:

*'1Cdtl*

[Signature Page -Amendment to Warrant (PFA)]

HOLDER:

**CRG PARTNERS III – PARALLEL FUND “A” L.P.**

By CRG PARTNERS III – PARALLEL FUND “A” GP  
L.P., its General Partner

By CRG PARTNERS III – PARALLEL FUND “A”  
GP LLC, its General Partner

By Name:  
Title:

Nathan Hukill Authorized Signatory

[Signature Page – Amendment to Warrant (PFA)]

**AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK**

THIS AMENDMENT TO WARRANT TO PURCHASE SHARES OF COMMON STOCK, dated as of March 13, 2019 (this "**Amendment**"), is made between T2 BIOSYSTEMS, INC., a Delaware corporation (the "**Company**"), and CRG PARTNERS III PARALLEL FUND "B" (CAYMAN) L.P. (the "**Holder**"), with respect to the Warrant described below.

**RECITALS**

WHEREAS, the Company and the Holder are parties to the Warrant to Purchase Shares of Common Stock, dated as of December 30, 2016 (the "**Warrant**"); and

WHEREAS, the Company and the Holder have agreed to reduce the Exercise Price in connection with an amendment to the Term Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**SECTION 1. Definitions.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Warrant.

**SECTION 2. Amendment.** Section 1(b) of the Warrant is hereby amended and restated in its entirety as follows:

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the "**Exercise Price**").

**SECTION 3. Representations and Warranties; Reaffirmation.**

(a) The Company hereby represents and warrants to the Holder that (i) the Company has full power, authority and legal right to make and perform this Amendment; (ii) this Amendment is within the Company's corporate powers and has been duly authorized by all necessary corporate action and, if required, by all necessary shareholder action; (iii) this Amendment has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (A) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (B) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iv) this Amendment (A) does not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority (as defined in the Term Loan Agreement) or any third party, except for such as have been obtained or made and are in full force and effect and (B) will not violate (I) the charter, bylaws or other organizational documents of the Company or (II) any applicable law or regulation or any order of any Governmental Authority (as defined in the Term Loan Agreement), other than any such violations in the case of this clause (II) that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect (as defined in the Term Loan Agreement).

(b) The Company hereby ratifies, confirms, reaffirms, and acknowledges its obligations under the Warrant and agrees that the Warrant remains in full force and effect, undiminished by this Amendment, except as expressly provided herein. By executing this Amendment, the Company acknowledges that it has read, consulted with its attorneys regarding, and understands, this Amendment.

**SECTION 4. Governing Law; Jurisdiction and Venue; WAIVER OF JURY TRIAL.**

(a) **Governing Law.** This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.



(b) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Amendment or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This **Section 4(b)** is for the benefit of the Holder only and, as a result, the Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Amendment and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(c) **WAIVER OF JURY TRIAL.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AMENDMENT.

#### **SECTION 5. Miscellaneous.**

(a) **No Waiver.** Except as expressly stated herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Warrant or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, the Holder reserves all rights, privileges and remedies under the Warrant. Except as amended hereby, the Warrant remains unmodified and in full force and effect. All references to the Warrant, including in the Term Loan Agreement or any other Loan Document (as defined in the Term Loan Agreement), shall be deemed to be references to the Warrant as amended hereby.

(b) **Severability.** If any provision of this Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Amendment, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Amendment shall be enforceable in accordance with its terms.

(c) **Titles and Subtitles.** The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment. All references in this Amendment to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(d) **Integration.** The Warrant as amended by this Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

(e) **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Executed counterparts delivered by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be effective as delivery of a manually executed counterpart.

(f) **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other document, the provisions of this Amendment shall govern and prevail. Except as expressly modified by this Amendment, the Warrant shall not be modified and shall remain in full force and effect.

[Remainder of page intentionally left blank]

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

COMPANY:

T2 BIOSYSTEMS, INC.

By  
Title: */s/*

[Signature Page -Amendment to Warrant (PFB)]

HOLDER:

**CRG PARTNERS III PARALLEL FUND "B" (CAYMAN) L.P.**

By CRG PARTNERS III (CAYMAN) GP L.P., its  
General Partner

By CRG PARTNERS III (CAYMAN) GP LLC, its  
General Partner

By Name:  
Title:

Nathan Hukill Authorized Signatory

[Signature Page – Amendment to Warrant (PFB)]

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

REPLACEMENT  
WARRANT TO PURCHASE SHARES OF COMMON STOCK OF  
T2 BIOSYSTEMS, INC.

Dated as of March 13, 2019  
Void after the date specified in Section 8

Warrant to Purchase 178,100  
Shares of Common Stock (subject  
to adjustment)

WHEREAS, T2 BIOSYSTEMS, INC., a Delaware corporation (the "*Company*"), issued to CRG PARTNERS III (CAYMAN) L.P. (the "*Previous Holder*") a warrant, dated as of December 30, 2016 (the "*Existing Warrant*"), for shares of the Company's common stock, par value \$0.001 per share (the "*Shares*") in the amount of 192,541 Shares in connection with the transactions described in the Term Loan Agreement, dated as of December 30, 2016 (as amended, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), by and between the Company, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and CRG Servicing LLC; and

WHEREAS, in connection with an amendment and waiver to the Term Loan Agreement, dated as of the date hereof, (i) the Previous Holder will assign the Existing Warrant to (x) with respect to 178,100 Shares, CRG PARTNERS III (CAYMAN) LEV AIV L.P., or its registered assigns (the "*Holder*") pursuant to this Warrant and (y) with respect to 14,441 Shares, CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P. ("*Unlev*") pursuant to the warrant, dated as of the date hereof (the "*Unlev Warrant*"), issued by the Company to Unlev and (ii) the Company and the Holder have agreed to adjust the Exercise Price (as defined below).

NOW, THEREFORE, THIS CERTIFIES THAT, for value received, the Holder is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase Shares from the Company in the amounts, at such times and at the price per share set forth in Section 1. The term "*Warrant*" as used herein shall include this Warrant and any warrants delivered in substitution or exchange thereof as provided herein.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. **Number and Price of Shares; Exercise Period.**

(a) **Number of Shares.** Subject to any previous exercise of the Warrant, the Holder shall have the right to purchase up to **178,100** Shares, as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 8.

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the “**Exercise Price**”).

(c) **Exercise Period.** This Warrant shall be exercisable, in whole or in part, prior to (or in connection with) the expiration of this Warrant as set forth in Section 8.

## 2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, in accordance with Section 1, by:

(i) the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of Exhibit A (the “**Notice of Exercise**”), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) the payment to the Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier’s or other check acceptable to the Company and payable to the order of the Company.

(b) **Net Issue Exercise.** In lieu of exercising this Warrant pursuant to Section 2(a)(ii), if the fair market value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), the Holder may elect to receive a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled) by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X = \frac{Y}{(A - B)A}$$

Where:

X = The number of Shares to be issued to the Holder

Y = The number of Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)

A = The fair market value of one Share (at the date of such calculation)

B = The Exercise Price (as adjusted to the date of such calculation)

For purposes of the calculation above, the fair market value of one Share shall be determined as follows:

(i) if the Shares are traded on any securities exchange or quoted on an established automated over-the-counter market, the fair market value shall be deemed to be the average of the closing prices over a ten (10) Trading Day period ending five (5) Trading Days before the date of calculation; or

(ii) if at any time the Common Stock is not listed on any securities exchange or quoted on an established automated over-the-counter market, the fair market value of Common Stock shall be the price per share which the Company could obtain from a willing buyer (not a current employee or director) for shares of Common Stock sold by the Company, from authorized but unissued shares, as determined in good faith by its Board of Directors, unless the Company shall become subject to a Reorganization, in which case the fair market value of the Common Stock shall be deemed to be the per share value received by the holders of the Company’s Common Stock pursuant to such Reorganization.

For purposes hereof, the date of calculation shall be the date the Holder sends to the Company a Notice of Exercise. “**Trading Day**” means a day in which trading in the Shares generally occurs on The Nasdaq Global Market or if the Shares are not then listed on The Nasdaq Global Market, on the principal other U.S. national or regional securities exchange on which the Shares are then listed, or if the Shares are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, “Trading Day” means any Business Day. “**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(c) **Exercise Prior to Expiration or Change of Control.** To the extent this Warrant is not previously exercised as to all Shares subject hereto, and if the fair market value of one Share is greater than the Exercise Price then in effect, this Warrant shall be deemed automatically exercised pursuant to Section 2(b) (even if not surrendered) immediately before its expiration or termination pursuant to Section 8(b) below. For purposes of such automatic exercise, the fair market value of one Share upon such expiration shall be determined pursuant to Section 2(b). To the extent this Warrant or any portion thereof is deemed automatically exercised pursuant to this Section 2(c), the Company agrees to promptly notify the Holder of the number of shares of Common Stock, if any, the Holder is to receive by reason of such automatic exercise.

(d) **Stock Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the date this Warrant is exercised in accordance with its terms, and the person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or after such date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates (or other reasonably acceptable evidence of issuance if the Company ordinarily registers uncertificated book-entry positions with its transfer agent) for that number of shares issuable upon such exercise. In the event that the rights under this Warrant are exercised in part and have not expired, the Company shall execute and deliver a new Warrant reflecting the number of Shares that remain subject to this Warrant.

(e) **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(f) **Conditional Exercise.** The Holder may exercise this Warrant conditioned upon (and effective immediately prior to) consummation of any transaction that would cause the expiration of this Warrant pursuant to Section 8 by so indicating in the notice of exercise.

(g) **Reservation of Stock.** The Company agrees during the term the rights under this Warrant are exercisable to reserve and keep available from its authorized and unissued shares of common stock of the Company for the purpose of effecting the exercise of this Warrant such number of shares as shall from time to time be sufficient to effect the exercise of the rights under this Warrant; and if at any time the number of authorized but unissued shares of common stock shall not be sufficient for purposes of the exercise of this Warrant in accordance with its terms, without limitation of such other remedies as may be available to the Holder, the Company will use all reasonable efforts to take such corporate action as may be necessary to increase its authorized and unissued shares of common stock of the Company to a number of shares as shall be sufficient for such purposes. The Company represents and warrants that all shares that may be issued upon the exercise of this Warrant will, when issued in accordance with the terms hereof, including the proper exercise of this Warrant, be validly issued, fully paid and nonassessable.

(h) **Issued Securities.** The Company represents and warrants to the Holder that all issued and outstanding shares of common stock or any other securities of the Company have been duly authorized and that all outstanding shares of common stock of the Company have been validly issued and are fully paid and nonassessable. All outstanding shares of common stock and any other securities were issued in full compliance with all federal and state securities laws. In addition, as of March 8, 2019:

(i) The authorized capital of the Company consists of (A) 200,000,000 shares of common stock, of which 44,320,048 shares are issued and outstanding, and (B) 10,000,000 shares of preferred stock, of which no shares are issued and outstanding.

(ii) The Company has reserved 4,462,779 shares of its common stock for issuance under its stock incentive plans, under which (i) 4,243,732 shares are issuable upon the exercise of stock options outstanding on the date hereof and (ii) up to 1,131,218 shares are issuable under awards of restricted stock units outstanding on the date hereof. The Company has also reserved 809,323 shares of its common stock for issuance pursuant to the Company's employee stock purchase plan. Except as stated above and except for the warrant issued to the Holder pursuant to this Warrant and the other warrants issued on the date hereof in connection with the Term Loan Agreement, there are no other options, warrants, conversion privileges or other rights presently outstanding to purchase or otherwise acquire any authorized but unissued shares of the Company's capital stock or other securities of the Company.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

#### 4. **Transfer of the Warrant.**

(a) **Warrant Register.** The Company shall maintain a register (the "**Warrant Register**") containing the name and address of the Holder or Holders. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary. Any Holder of this Warrant (or of any portion of this Warrant) may change its address as shown on the Warrant Register by written notice to the Company requesting a change.

(b) **Warrant Agent.** The Company may appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 4(a), issuing the Shares or other securities then issuable upon the exercise of the rights under this Warrant, exchanging this Warrant, replacing this Warrant or conducting related activities.

(c) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "**Securities Act**") as set forth in Section 5, title to this Warrant may be transferred by endorsement (by the transferor and the transferee executing the assignment form attached as Exhibit B (the "**Assignment Form**")) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant (and a properly endorsed Assignment Form) for exchange, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company shall issue to or on the order of the Holder a new warrant or warrants of like tenor, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the securities issuable upon exercise of the rights under this Warrant) must be surrendered to the Company or its warrant or transfer agent, as applicable, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in any of the securities represented hereby.

(e) **Taxes.** In no event shall the Company be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder, and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or is not payable.

5. **Compliance with Securities Laws.** By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Restrictions on Transfers.** Any transfer of this Warrant or the Shares (the “**Securities**”) must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Warrant to the same extent as if the transferee were the original Holder hereunder, and

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement, or

(ii) (A) such Holder shall have given prior written notice to the Company of such Holder’s intention to make such disposition and shall have furnished the Company with a reasonable detailed description of the manner and circumstances of the proposed disposition, (B) the transferee shall have made the representations set forth in Section 10 with respect to itself as a Holder and (C) if requested by the Company, such Holder shall have furnished the Company, at the Holder’s expense, with (i) evidence reasonably satisfactory to the Company that such disposition will not require registration of such Securities under the Securities Act or (ii) a legal opinion to the effect that the transfer of such Securities may be effected in compliance with the terms of the Securities Act. Notwithstanding the foregoing, compliance with clauses (B) and (C) above shall not be required for any transfer in compliance with Rule 144 or compliance with clause (C) above shall not be required for any transfer by the Holder to any affiliate of the Holder (or any fund or partnership under common control with one of more general partners or managing members of, or shares the same management company with, the Holder) or a transfer by the Holder to any of the Holder’s partners, members or other equity owners, or retired partners, members or other equity owners or the estate of any partners, members or other equity owners or retired partners, members or other equity owners.

(b) **Investment Representation Statement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which the Warrant was exercised or pursuant to Section 2(b) that results in the Shares issued upon exercise being eligible for resale under Rule 144, it shall be a condition to any exercise of the rights under this Warrant that the Holder shall have confirmed the representations set forth in Section 10 hereof.

(c) **Securities Law Legend.** Subject to Section 5(e), the Securities shall (unless otherwise permitted by the provisions of this Warrant) be stamped or imprinted with a legend substantially similar to the following (in addition to any legend required by state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS CERTIFICATE MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

(d) **Instructions Regarding Transfer Restrictions.** Subject to Section 5(e), the Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 5.

(e) **Removal of Legend.** The legend referring to federal and state securities laws identified in



Section 5(c) stamped on a certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed promptly upon request by the Holder and the Company shall issue a certificate without such legend to the holder of such securities if (i) such securities are registered under the Securities Act, (ii) such securities are eligible for resale under Rule 144, or (iii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration or qualification.

(f) **Compliance with Securities Laws.** The Holder is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

6. **Adjustments.** Subject to the expiration of this Warrant pursuant to Section 8, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a "**Reorganization**") involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 8) in which shares of the Company's stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization (collectively, "**Reference Property**"), equivalent in value to that which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant. Without limiting the foregoing, in connection with any Reorganization, upon the closing thereof, the successor or surviving entity shall assume the obligations of this Agreement. The provisions of this Section 6(a) shall similarly apply to successive Reorganizations.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a "**Reclassification**"), then, in any such event, in lieu of the number of Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding shares of common stock are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding shares of common stock are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 6, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the

written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

7. **Notification of Certain Events.** Prior to the expiration of this Warrant pursuant to Section 8, in the event that the Company shall authorize:

(a) the issuance of any dividend or other distribution on the capital stock of the Company (other than (i) dividends or distributions otherwise provided for in Section 6, (ii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase; (iii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to rights of first refusal or first offer contained in agreements providing for such rights; or (iv) repurchases of capital stock of the Company in connection with the settlement of disputes with any stockholder), whether in cash, property, stock or other securities;

(b) the voluntary liquidation, dissolution or winding up of the Company; or

(c) any transaction resulting in the expiration of this Warrant pursuant to Section 8(b);

the Company shall send to the Holder of this Warrant at least ten (10) calendar days prior written notice of the date on which a record shall be taken for any such dividend or distribution specified in clause (a) or the expected effective date of any such other event specified in clause (b) or (c), as applicable. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent of the Holder of this Warrant.

8. **Expiration of the Warrant.** This Warrant shall expire and shall no longer be exercisable as of the earlier of:

(a) 5:00 p.m., Pacific time, on December 30, 2026; or

(b) (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions receive voting securities of such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company.

9. **No Rights as a Stockholder.** Nothing contained herein shall entitle the Holder to any rights as a stockholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company until the rights under the Warrant shall have been exercised and the Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

10. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration.** The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.

(b) **Investment Intent.** The Holder is acquiring the Securities for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the Securities, nor does it have any contract, undertaking, agreement or arrangement for the same.

(c) **Investment Experience.** The Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, and has such knowledge and experience in financial or business matters so that it is capable of evaluating the merits and risks of its investment in the Company and protecting its own interests.

(d) **Speculative Nature of Investment.** The Holder understands and acknowledges that its investment in the Company is highly speculative and involves substantial risks. The Holder can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

(e) **Accredited Investor.** The Holder is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission and agrees to submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Holder has furnished or made available any and all information requested by the Company or otherwise necessary to satisfy any applicable verification requirements as to "accredited investor" status. Any such information is true, correct, timely and complete.

(f) **Residency.** The residency of the Holder (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth on the signature page hereto.

(g) **Restrictions on Resales.** The Holder acknowledges that the Securities must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder is aware of the provisions of Rule 144 promulgated under the Securities Act, which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a "broker's transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. The Holder acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Holder wishes to sell the Securities and that, in such event, the Holder may be precluded from selling the Securities under Rule 144 even if the other applicable requirements of Rule 144 have been satisfied. The Holder acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Securities. The Holder understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(h) **Authorization.** The Holder has full legal capacity, power and authority to execute and deliver this Warrant and to perform its obligations hereunder. This Warrant constitutes the valid and binding obligations of the Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

11. **Miscellaneous.**

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company and the Holder of this Warrant.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at the Holder's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, or until any such Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between the Company's books and records and this Warrant or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(e) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Agreement or any other Loan Document to which it is a party or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This Section 11(e) is for the benefit of the Holder only and, as a result, Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Warrant and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits

attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Waiver of Jury Trial.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS WARRANT.

(i) **California Corporate Securities Law.** THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(j) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(k) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations of the Company and the Holder under this Warrant shall survive exercise of this Warrant.

(l) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

**Replacement.** This Warrant, together with the Unlev Warrant, replace, in its entirety, the

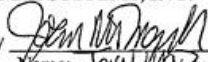
Existing Warrant.

(m)

(signature page follows)

COMPANY:

**T2 BIOSYSTEMS, INC.**

By   
Name: John M. Gibbins  
Title: CEO

Address  
for  
Notices:  
101  
Hartwell  
Avenue,  
Lexington,  
MA  
02421  
Attn:  
Michael  
Gibbs  
Tel.:  
(781)  
761-  
4630  
(781) 538-4020  
Email: mgibbs@t2biosystems.com

Fax:

**AGREED AND ACKNOWLEDGED,**

HOLDER:

CRG PARTNERS III (CAYMAN) LEV AIV L.P.  
By CRG PARTNERS III (CAYMAN) GP L.P., its General  
Partner  
By CRG PARTNERS III (CAYMAN) GP LLC, its General  
Partner

Name:  
Title:

Witness:

Name:

Address for Notices:  
1000 Main Street, Suite 2500  
Houston, TX 77002

Attn: Portfolio  
Reporting  
Tel.: 713.209.7350  
Fax: 713.209.7351  
Email: notices@crglp.com

[Signature Page -Warrant]

The Company and the Holder sign this Warrant as of the date stated on the first page.

COMPANY:

**T2 BIOSYSTEMS, INC.**

By  
Name: Title:

Address for Notices: 101 Hartwell  
Avenue,  
Lexington, MA 02421

Attn:  
Gibbs  
Tel.:

Michael

761-4630

(781)

Fax:

(781) 538-4020

Email: mgibbs@t2biosystems.com

**AGREED AND ACKNOWLEDGED,**

HOLDER:

CRG PARTNERS III (CAYMAN) LEV AIV L.P.

By CRG PARTNERS III (CAYMAN) GP L.P., its General  
Partner

By CRG PARTNERS III (CAYMAN) GP LLC, its General  
Partner

By Name:  
Title:

Nathan Hukill Authorized Signatory

Witness:

Name:

Noah Putter

Address for Notices:  
1000 Main Street, Suite 2500  
Houston, TX 77002

Attn: Portfolio Reporting  
Tel.: 713.209.7350  
Fax: 713.209.7351  
Email: notices@crglp.com

[Signature Page – Warrant]

EXHIBIT A NOTICE OF EXERCISE

TO: T2 BIOSYSTEMS, INC. (the "Company")

Attention: CHIEF FINANCIAL OFFICER

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant: Number of shares:  
Type of security:

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:

A cash payment, and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.

The net issue exercise provisions of Section 2(b) of the attached warrant.

(3) **Conditional Exercise.** Is this a conditional exercise pursuant to Section 2(f):

Yes  No

If "Yes," indicate the applicable condition:

(4) **Stock Certificate.** Please issue a certificate or certificates representing the shares in the name of:

The undersigned

Other—Name:

Address:

(5) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:

The undersigned

Other—Name:

Address:

Not applicable

(6) **Investment Intent.** The undersigned represents and warrants that the aforesaid shares are being acquired for investment for its own account and not with a view to, or for resale in connection with, the distribution thereof, and that the undersigned has no present intention of selling, granting any participation in, or



otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties of the undersigned set forth in Section 10 of the attached warrant are true and correct as of the date hereof. ]<sup>1</sup>

([6][7]) **Consent to Receipt of Electronic Notice.** Subject to the limitations set forth in §232(e) of the General Corporation Law of the State of Delaware (the “*DCGL*”), the undersigned consents to the delivery of any notice to stockholders given by the Company under the DGCL or the Company’s certificate of incorporation or bylaws by (i) facsimile telecommunication to the facsimile number provided below (or to any other facsimile number for the undersigned in the Company’s records), (ii) electronic mail to the electronic mail address provided below (or to any other electronic mail address for the undersigned in the Company’s records), (iii) posting on an electronic network together with separate notice to the undersigned of such specific posting or (iv) any other form of electronic transmission (as defined in the DGCL) directed to the undersigned. This consent may be revoked by the undersigned by written notice to the Company and may be deemed revoked in the circumstances specified in DGCL §232.

*(Print name of the warrant holder)*

*(Signature)*

*(Name and title of signatory, if applicable)*

*(Date)*

*(Fax number)*

*(Email address)*

<sup>1</sup> Note to Draft: Include if exercised pursuant to Section 2(a).

**EXHIBIT B ASSIGNMENT  
FORM**

ASSIGNOR:

COMPANY: T2 BIOSYSTEMS, INC.

WARRANT: THE REPLACEMENT WARRANT TO PURCHASE SHARES OF COMMON STOCK DATED AS OF MARCH 13, 2019 (THE "WARRANT")

DATE:

(1) **Assignment.** The undersigned registered holder of the Warrant ("**Assignor**") assigns and transfers to the assignee named below ("**Assignee**") all of the rights of Assignor under the Warrant, with respect to the number of shares set forth below:

Name of Assignee:

Address of Assignee:

Number of Shares Assigned:

as attorney to make such transfer

and does irrevocably constitute and appoint

on the books of T2 Biosystems, Inc., maintained for the purpose, with full power of substitution in the premises.

(2) **Obligations of Assignee.** Assignee agrees to take and hold the Warrant and any shares of stock to be issued upon exercise of the rights thereunder (the "**Securities**") subject to, and to be bound by, the terms and conditions set forth in the Warrant to the same extent as if Assignee were the original holder thereof.

(3) **[Investment Intent.** Assignee represents and warrants that the Securities are being acquired for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and that Assignee has no present intention of selling, granting any participation in, or otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties set forth in Section 10 of the Warrant are true and correct as to Assignee as of the date hereof.]<sup>2</sup>

Assignor and Assignee are signing this Assignment Form on the date first set forth above.

ASSIGNOR

ASSIGNEE

<sup>2</sup> Note to Draft: Include to the extent required pursuant to Section 5(a).

*(Print name of Assignor)*

*(Print name of Assignee)*

*(Signature of Assignor)*

*(Signature of Assignee)*

*(Print name of signatory, if applicable)*

*(Print name of signatory, if applicable)*

*(Print title of signatory, if applicable)*

*(Print title of signatory, if applicable)*

Address:

Address:

- 2 -

B-2

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS WARRANT MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

REPLACEMENT  
WARRANT TO PURCHASE SHARES OF COMMON STOCK OF  
T2 BIOSYSTEMS, INC.

Dated as of March 13, 2019  
Void after the date specified in Section 8

Warrant to Purchase 14,441  
Shares of Common Stock (subject  
to adjustment)

WHEREAS, T2 BIOSYSTEMS, INC., a Delaware corporation (the "*Company*"), issued to CRG PARTNERS III (CAYMAN) L.P. (the "*Previous Holder*") a warrant, dated as of December 30, 2016 (the "*Existing Warrant*"), for shares of the Company's common stock, par value \$0.001 per share (the "*Shares*") in the amount of 192,541 Shares in connection with the transactions described in the Term Loan Agreement, dated as of December 30, 2016 (as amended, supplemented or otherwise modified from time to time, the "*Term Loan Agreement*"), by and between the Company, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and CRG Servicing LLC; and

WHEREAS, in connection with an amendment and waiver to the Term Loan Agreement, dated as of the date hereof, (i) the Previous Holder will assign the Existing Warrant to (x) with respect to 14,441 Shares, CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P., or its registered assigns (the "*Holder*") pursuant to this Warrant and (y) with respect to 178,100 Shares, CRG PARTNERS III (CAYMAN) LEV AIV L.P. ("*Lev*") pursuant to the warrant, dated as of the date hereof (the "*Lev Warrant*"), issued by the Company to Lev and (ii) the Company and the Holder have agreed to adjust the Exercise Price (as defined below).

NOW, THEREFORE, THIS CERTIFIES THAT, for value received, the Holder is entitled, subject to the provisions and upon the terms and conditions set forth herein, to purchase Shares from the Company in the amounts, at such times and at the price per share set forth in Section 1. The term "*Warrant*" as used herein shall include this Warrant and any warrants delivered in substitution or exchange therefor as provided herein.

The following is a statement of the rights of the Holder and the conditions to which this Warrant is subject, and to which Holder, by acceptance of this Warrant, agrees:

1. **Number and Price of Shares; Exercise Period.**

(a) **Number of Shares.** Subject to any previous exercise of the Warrant, the Holder shall have the right to purchase up to **14,441** Shares, as may be adjusted pursuant hereto prior to (or in connection with) the expiration of this Warrant as provided in Section 8.

(b) **Exercise Price.** The exercise price per Share shall be equal to \$4.35, subject to adjustment pursuant hereto (the “**Exercise Price**”).

(c) **Exercise Period.** This Warrant shall be exercisable, in whole or in part, prior to (or in connection with) the expiration of this Warrant as set forth in Section 8.

## 2. Exercise of the Warrant.

(a) **Exercise.** The purchase rights represented by this Warrant may be exercised at the election of the Holder, in whole or in part, in accordance with Section 1, by:

(i) the tender to the Company at its principal office (or such other office or agency as the Company may designate) of a notice of exercise in the form of Exhibit A (the “**Notice of Exercise**”), duly completed and executed by or on behalf of the Holder, together with the surrender of this Warrant; and

(ii) the payment to the Company of an amount equal to (x) the Exercise Price multiplied by (y) the number of Shares being purchased, by wire transfer or certified, cashier’s or other check acceptable to the Company and payable to the order of the Company.

(b) **Net Issue Exercise.** In lieu of exercising this Warrant pursuant to Section 2(a)(ii), if the fair market value of one Share is greater than the Exercise Price (at the date of calculation as set forth below), the Holder may elect to receive a number of Shares equal to the value of this Warrant (or of any portion of this Warrant being canceled) by surrender of this Warrant at the principal office of the Company (or such other office or agency as the Company may designate) together with a properly completed and executed Notice of Exercise reflecting such election, in which event the Company shall issue to the Holder that number of Shares computed using the following formula:

$$X = \frac{Y}{(A - B)A}$$

Where:

X = The number of Shares to be issued to the Holder

Y = The number of Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being canceled (at the date of such calculation)

A = The fair market value of one Share (at the date of such calculation)

B = The Exercise Price (as adjusted to the date of such calculation)

For purposes of the calculation above, the fair market value of one Share shall be determined as follows:

(i) if the Shares are traded on any securities exchange or quoted on an established automated over-the-counter market, the fair market value shall be deemed to be the average of the closing prices over a ten (10) Trading Day period ending five (5) Trading Days before the date of calculation; or

(ii) if at any time the Common Stock is not listed on any securities exchange or quoted on an established automated over-the-counter market, the fair market value of Common Stock shall be the price per share which the Company could obtain from a willing buyer (not a current employee or director) for shares of Common Stock sold by the Company, from authorized but unissued shares, as determined in good faith by its Board of Directors, unless the Company shall become subject to a Reorganization, in which case the fair market value of the Common Stock shall be deemed to be the per share value received by the holders of the Company’s Common Stock pursuant to such Reorganization.

For purposes hereof, the date of calculation shall be the date the Holder sends to the Company a Notice of Exercise. “**Trading Day**” means a day in which trading in the Shares generally occurs on The Nasdaq Global Market or if the Shares are not then listed on The Nasdaq Global Market, on the principal other U.S. national or regional securities exchange on which the Shares are then listed, or if the Shares are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, “Trading Day” means any Business Day. “**Business Day**” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

(c) **Exercise Prior to Expiration or Change of Control.** To the extent this Warrant is not previously exercised as to all Shares subject hereto, and if the fair market value of one Share is greater than the Exercise Price then in effect, this Warrant shall be deemed automatically exercised pursuant to Section 2(b) (even if not surrendered) immediately before its expiration or termination pursuant to Section 8(b) below. For purposes of such automatic exercise, the fair market value of one Share upon such expiration shall be determined pursuant to Section 2(b). To the extent this Warrant or any portion thereof is deemed automatically exercised pursuant to this Section 2(c), the Company agrees to promptly notify the Holder of the number of shares of Common Stock, if any, the Holder is to receive by reason of such automatic exercise.

(d) **Stock Certificates.** The rights under this Warrant shall be deemed to have been exercised and the Shares issuable upon such exercise shall be deemed to have been issued immediately prior to the close of business on the date this Warrant is exercised in accordance with its terms, and the person entitled to receive the Shares issuable upon such exercise shall be treated for all purposes as the holder of record of such Shares as of the close of business on such date. As promptly as reasonably practicable on or after such date, the Company shall issue and deliver to the person or persons entitled to receive the same a certificate or certificates (or other reasonably acceptable evidence of issuance if the Company ordinarily registers uncertificated book-entry positions with its transfer agent) for that number of shares issuable upon such exercise. In the event that the rights under this Warrant are exercised in part and have not expired, the Company shall execute and deliver a new Warrant reflecting the number of Shares that remain subject to this Warrant.

(e) **No Fractional Shares or Scrip.** No fractional shares or scrip representing fractional shares shall be issued upon the exercise of the rights under this Warrant. In lieu of such fractional share to which the Holder would otherwise be entitled, the Company shall make a cash payment equal to the Exercise Price multiplied by such fraction.

(f) **Conditional Exercise.** The Holder may exercise this Warrant conditioned upon (and effective immediately prior to) consummation of any transaction that would cause the expiration of this Warrant pursuant to Section 8 by so indicating in the notice of exercise.

(g) **Reservation of Stock.** The Company agrees during the term the rights under this Warrant are exercisable to reserve and keep available from its authorized and unissued shares of common stock of the Company for the purpose of effecting the exercise of this Warrant such number of shares as shall from time to time be sufficient to effect the exercise of the rights under this Warrant; and if at any time the number of authorized but unissued shares of common stock shall not be sufficient for purposes of the exercise of this Warrant in accordance with its terms, without limitation of such other remedies as may be available to the Holder, the Company will use all reasonable efforts to take such corporate action as may be necessary to increase its authorized and unissued shares of common stock of the Company to a number of shares as shall be sufficient for such purposes. The Company represents and warrants that all shares that may be issued upon the exercise of this Warrant will, when issued in accordance with the terms hereof, including the proper exercise of this Warrant, be validly issued, fully paid and nonassessable.

(h) **Issued Securities.** The Company represents and warrants to the Holder that all issued and outstanding shares of common stock or any other securities of the Company have been duly authorized and that all outstanding shares of common stock of the Company have been validly issued and are fully paid and nonassessable. All outstanding shares of common stock and any other securities were issued in full compliance with all federal and state securities laws. In addition, as of March 8, 2019:

(i) The authorized capital of the Company consists of (A) 200,000,000 shares of common stock, of which 44,320,048 shares are issued and outstanding, and (B) 10,000,000 shares of preferred stock, of which no shares are issued and outstanding.

(ii) The Company has reserved 4,462,779 shares of its common stock for issuance under its stock incentive plans, under which (i) 4,243,732 shares are issuable upon the exercise of stock options outstanding on the date hereof and (ii) up to 1,131,218 shares are issuable under awards of restricted stock units outstanding on the date hereof. The Company has also reserved 809,323 shares of its common stock for issuance pursuant to the Company's employee stock purchase plan. Except as stated above and except for the warrant issued to the Holder pursuant to this Warrant and the other warrants issued on the date hereof in connection with the Term Loan Agreement, there are no other options, warrants, conversion privileges or other rights presently outstanding to purchase or otherwise acquire any authorized but unissued shares of the Company's capital stock or other securities of the Company.

3. **Replacement of the Warrant.** Subject to the receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form and substance to the Company or, in the case of mutilation, on surrender and cancellation of this Warrant, the Company at the expense of the Holder shall execute and deliver, in lieu of this Warrant, a new warrant of like tenor and amount.

#### 4. Transfer of the Warrant.

(a) **Warrant Register.** The Company shall maintain a register (the "**Warrant Register**") containing the name and address of the Holder or Holders. Until this Warrant is transferred on the Warrant Register in accordance herewith, the Company may treat the Holder as shown on the Warrant Register as the absolute owner of this Warrant for all purposes, notwithstanding any notice to the contrary. Any Holder of this Warrant (or of any portion of this Warrant) may change its address as shown on the Warrant Register by written notice to the Company requesting a change.

(b) **Warrant Agent.** The Company may appoint an agent for the purpose of maintaining the Warrant Register referred to in Section 4(a), issuing the Shares or other securities then issuable upon the exercise of the rights under this Warrant, exchanging this Warrant, replacing this Warrant or conducting related activities.

(c) **Transferability of the Warrant.** Subject to the provisions of this Warrant with respect to compliance with the Securities Act of 1933, as amended (the "**Securities Act**") as set forth in Section 5, title to this Warrant may be transferred by endorsement (by the transferor and the transferee executing the assignment form attached as Exhibit B (the "**Assignment Form**")) and delivery in the same manner as a negotiable instrument transferable by endorsement and delivery.

(d) **Exchange of the Warrant upon a Transfer.** On surrender of this Warrant (and a properly endorsed Assignment Form) for exchange, subject to the provisions of this Warrant with respect to compliance with the Securities Act and limitations on assignments and transfers, the Company shall issue to or on the order of the Holder a new warrant or warrants of like tenor, in the name of the Holder or as the Holder (on payment by the Holder of any applicable transfer taxes) may direct, for the number of shares issuable upon exercise hereof, and the Company shall register any such transfer upon the Warrant Register. This Warrant (and the securities issuable upon exercise of the rights under this Warrant) must be surrendered to the Company or its warrant or transfer agent, as applicable, as a condition precedent to the sale, pledge, hypothecation or other transfer of any interest in any of the securities represented hereby.

(e) **Taxes.** In no event shall the Company be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any certificate in a name other than that of the Holder, and the Company shall not be required to issue or deliver any such certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or is not payable.

5. **Compliance with Securities Laws.** By acceptance of this Warrant, the Holder agrees to comply with the following:

(a) **Restrictions on Transfers.** Any transfer of this Warrant or the Shares (the “**Securities**”) must be in compliance with all applicable federal and state securities laws. The Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Securities, or any beneficial interest therein, unless and until the transferee thereof has agreed in writing for the benefit of the Company to take and hold such Securities subject to, and to be bound by, the terms and conditions set forth in this Warrant to the same extent as if the transferee were the original Holder hereunder, and

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement, or

(ii) (A) such Holder shall have given prior written notice to the Company of such Holder’s intention to make such disposition and shall have furnished the Company with a reasonable detailed description of the manner and circumstances of the proposed disposition, (B) the transferee shall have made the representations set forth in Section 10 with respect to itself as a Holder and (C) if requested by the Company, such Holder shall have furnished the Company, at the Holder’s expense, with (i) evidence reasonably satisfactory to the Company that such disposition will not require registration of such Securities under the Securities Act or (ii) a legal opinion to the effect that the transfer of such Securities may be effected in compliance with the terms of the Securities Act. Notwithstanding the foregoing, compliance with clauses (B) and (C) above shall not be required for any transfer in compliance with Rule 144 or compliance with clause (C) above shall not be required for any transfer by the Holder to any affiliate of the Holder (or any fund or partnership under common control with one of more general partners or managing members of, or shares the same management company with, the Holder) or a transfer by the Holder to any of the Holder’s partners, members or other equity owners, or retired partners, members or other equity owners or the estate of any partners, members or other equity owners or retired partners, members or other equity owners.

(b) **Investment Representation Statement.** Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Shares with respect to which the Warrant was exercised or pursuant to Section 2(b) that results in the Shares issued upon exercise being eligible for resale under Rule 144, it shall be a condition to any exercise of the rights under this Warrant that the Holder shall have confirmed the representations set forth in Section 10 hereof.

(c) **Securities Law Legend.** Subject to Section 5(e), the Securities shall (unless otherwise permitted by the provisions of this Warrant) be stamped or imprinted with a legend substantially similar to the following (in addition to any legend required by state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IN ACCORDANCE WITH APPLICABLE REGISTRATION REQUIREMENTS OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. THIS CERTIFICATE MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF ANY INTEREST IN ANY OF THE SECURITIES REPRESENTED HEREBY.

(d) **Instructions Regarding Transfer Restrictions.** Subject to Section 5(e), the Holder consents to the Company making a notation on its records and giving instructions to any transfer agent in order to implement the restrictions on transfer established in this Section 5.

(e) **Removal of Legend.** The legend referring to federal and state securities laws identified in



Section 5(c) stamped on a certificate evidencing the Shares and the stock transfer instructions and record notations with respect to such securities shall be removed promptly upon request by the Holder and the Company shall issue a certificate without such legend to the holder of such securities if (i) such securities are registered under the Securities Act, (ii) such securities are eligible for resale under Rule 144, or (iii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a sale or transfer of such securities may be made without registration or qualification.

(f) **Compliance with Securities Laws.** The Holder is aware of the restrictions imposed by the United States securities laws on the purchase or sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

6. **Adjustments.** Subject to the expiration of this Warrant pursuant to Section 8, the number and kind of shares purchasable hereunder and the Exercise Price therefor are subject to adjustment from time to time, as follows:

(a) **Merger or Reorganization.** If at any time there shall be any reorganization, recapitalization, merger or consolidation (a "**Reorganization**") involving the Company (other than as otherwise provided for herein or as would cause the expiration of this Warrant under Section 8) in which shares of the Company's stock are converted into or exchanged for securities, cash or other property, then, as a part of such Reorganization, lawful provision shall be made so that the Holder shall thereafter be entitled to receive upon exercise of this Warrant, the kind and amount of securities, cash or other property of the successor corporation resulting from such Reorganization (collectively, "**Reference Property**"), equivalent in value to that which a holder of the Shares deliverable upon exercise of this Warrant would have been entitled in such Reorganization if the right to purchase the Shares hereunder had been exercised immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board of Directors of the successor corporation) shall be made in the application of the provisions of this Warrant with respect to the rights and interests of the Holder after such Reorganization to the end that the provisions of this Warrant shall be applicable after the event, as near as reasonably may be, in relation to any shares or other securities deliverable after that event upon the exercise of this Warrant. Without limiting the foregoing, in connection with any Reorganization, upon the closing thereof, the successor or surviving entity shall assume the obligations of this Agreement. The provisions of this Section 6(a) shall similarly apply to successive Reorganizations.

(b) **Reclassification of Shares.** If the securities issuable upon exercise of this Warrant are changed into the same or a different number of securities of any other class or classes by reclassification, capital reorganization or otherwise (other than as otherwise provided for herein) (a "**Reclassification**"), then, in any such event, in lieu of the number of Shares which the Holder would otherwise have been entitled to receive, the Holder shall have the right thereafter to exercise this Warrant for a number of shares of such other class or classes of stock that a holder of the number of securities deliverable upon exercise of this Warrant immediately before that change would have been entitled to receive in such Reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(c) **Subdivisions and Combinations.** In the event that the outstanding shares of common stock are subdivided (by stock split, by payment of a stock dividend or otherwise) into a greater number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately increased, and the Exercise Price shall be proportionately decreased, and in the event that the outstanding shares of common stock are combined (by reclassification or otherwise) into a lesser number of shares of such securities, the number of Shares issuable upon exercise of the rights under this Warrant immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately decreased, and the Exercise Price shall be proportionately increased.

(d) **Notice of Adjustments.** Upon any adjustment in accordance with this Section 6, the Company shall give notice thereof to the Holder, which notice shall state the event giving rise to the adjustment, the Exercise Price as adjusted and the number of securities or other property purchasable upon the exercise of the rights under this Warrant, setting forth in reasonable detail the method of calculation of each. The Company shall, upon the

written request of any Holder, furnish or cause to be furnished to such Holder a certificate setting forth (i) such adjustments, (ii) the Exercise Price at the time in effect and (iii) the number of securities and the amount, if any, of other property that at the time would be received upon exercise of this Warrant.

7. **Notification of Certain Events.** Prior to the expiration of this Warrant pursuant to Section 8, in the event that the Company shall authorize:

(a) the issuance of any dividend or other distribution on the capital stock of the Company (other than (i) dividends or distributions otherwise provided for in Section 6, (ii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase; (iii) repurchases of common stock issued to or held by employees, officers, directors or consultants of the Company or its subsidiaries pursuant to rights of first refusal or first offer contained in agreements providing for such rights; or (iv) repurchases of capital stock of the Company in connection with the settlement of disputes with any stockholder), whether in cash, property, stock or other securities;

(b) the voluntary liquidation, dissolution or winding up of the Company; or

(c) any transaction resulting in the expiration of this Warrant pursuant to Section 8(b);

the Company shall send to the Holder of this Warrant at least ten (10) calendar days prior written notice of the date on which a record shall be taken for any such dividend or distribution specified in clause (a) or the expected effective date of any such other event specified in clause (b) or (c), as applicable. The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the consent of the Holder of this Warrant.

8. **Expiration of the Warrant.** This Warrant shall expire and shall no longer be exercisable as of the earlier of:

(a) 5:00 p.m., Pacific time, on December 30, 2026; or

(b) (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes and any transaction effected primarily for purposes of changing the Company's jurisdiction of incorporation) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions receive voting securities of such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company.

9. **No Rights as a Stockholder.** Nothing contained herein shall entitle the Holder to any rights as a stockholder of the Company or to be deemed the holder of any securities that may at any time be issuable on the exercise of the rights hereunder for any purpose nor shall anything contained herein be construed to confer upon the Holder, as such, any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or any other rights of a stockholder of the Company until the rights under the Warrant shall have been exercised and the Shares purchasable upon exercise of the rights hereunder shall have become deliverable as provided herein.

10. **Representations and Warranties of the Holder.** By acceptance of this Warrant, the Holder represents and warrants to the Company as follows:

(a) **No Registration.** The Holder understands that the Securities have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of the Holder's representations as expressed herein or otherwise made pursuant hereto.

(b) **Investment Intent.** The Holder is acquiring the Securities for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. The Holder has no present intention of selling, granting any participation in, or otherwise distributing the Securities, nor does it have any contract, undertaking, agreement or arrangement for the same.

(c) **Investment Experience.** The Holder has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, and has such knowledge and experience in financial or business matters so that it is capable of evaluating the merits and risks of its investment in the Company and protecting its own interests.

(d) **Speculative Nature of Investment.** The Holder understands and acknowledges that its investment in the Company is highly speculative and involves substantial risks. The Holder can bear the economic risk of its investment and is able, without impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

(e) **Accredited Investor.** The Holder is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission and agrees to submit to the Company such further assurances of such status as may be reasonably requested by the Company. The Holder has furnished or made available any and all information requested by the Company or otherwise necessary to satisfy any applicable verification requirements as to "accredited investor" status. Any such information is true, correct, timely and complete.

(f) **Residency.** The residency of the Holder (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth on the signature page hereto.

(g) **Restrictions on Resales.** The Holder acknowledges that the Securities must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder is aware of the provisions of Rule 144 promulgated under the Securities Act, which permit resale of shares purchased in a private placement subject to the satisfaction of certain conditions, which may include, among other things, the availability of certain current public information about the Company; the resale occurring not less than a specified period after a party has purchased and paid for the security to be sold; the number of shares being sold during any three-month period not exceeding specified limitations; the sale being effected through a "broker's transaction," a transaction directly with a "market maker" or a "riskless principal transaction" (as those terms are defined in the Securities Act or the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder); and the filing of a Form 144 notice, if applicable. The Holder acknowledges and understands that the Company may not be satisfying the current public information requirement of Rule 144 at the time the Holder wishes to sell the Securities and that, in such event, the Holder may be precluded from selling the Securities under Rule 144 even if the other applicable requirements of Rule 144 have been satisfied. The Holder acknowledges that, in the event the applicable requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Securities. The Holder understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

(h) **Authorization.** The Holder has full legal capacity, power and authority to execute and deliver this Warrant and to perform its obligations hereunder. This Warrant constitutes the valid and binding obligations of the Holder, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

11. **Miscellaneous.**

(a) **Amendments.** Except as expressly provided herein, neither this Warrant nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Warrant and signed by the Company and the Holder of this Warrant.

(b) **Waivers.** No waiver of any single breach or default shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

(c) **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail (if to the Holder) or otherwise delivered by hand, messenger or courier service addressed:

(i) if to the Holder, to the Holder at the Holder's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof, or until any such Holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address, facsimile number or electronic mail address of the last holder of this Warrant for which the Company has contact information in its records; or

(ii) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at the Company's address as shown on the signature page hereto, or at such other current address as the Company shall have furnished to the Holder.

Each such notice or other communication shall for all purposes of this Warrant be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent via a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent via mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent via facsimile, upon confirmation of facsimile transfer or, if sent via electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day. In the event of any conflict between the Company's books and records and this Warrant or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(d) **Governing Law.** This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware, or of any other state.

(e) **Jurisdiction and Venue.** The Company agrees that any suit, action or proceeding with respect to this Agreement or any other Loan Document to which it is a party or any judgment entered by any court in respect thereof may be brought initially in the federal or state courts in Houston, Texas or in the courts of its own corporate domicile and irrevocably submits to the non-exclusive jurisdiction of each such court for the purpose of any such suit, action, proceeding or judgment. This Section 11(e) is for the benefit of the Holder only and, as a result, Holder shall not be prevented from taking proceedings in any other courts with jurisdiction. Nothing herein shall in any way be deemed to limit the ability of the Holder to serve any such process or summonses in any other manner permitted by applicable law. The Company irrevocably waives to the fullest extent permitted by law any objection that it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Warrant and hereby further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. A final judgment (in respect of which time for all appeals has elapsed) in any such suit, action or proceeding shall be conclusive and may be enforced in any court to the jurisdiction of which the Company is or may be subject, by suit upon judgment.

(f) **Titles and Subtitles.** The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant. All references in this Warrant to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits

attached hereto.

(g) **Severability.** If any provision of this Warrant becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Warrant, and such illegal, unenforceable or void provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, unenforceable or void provision. The balance of this Warrant shall be enforceable in accordance with its terms.

(h) **Waiver of Jury Trial.** EACH OF THE HOLDER AND THE COMPANY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS WARRANT.

(i) **California Corporate Securities Law.** THE SALE OF THE SECURITIES THAT ARE THE SUBJECT OF THIS WARRANT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS WARRANT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

(j) **Saturdays, Sundays and Holidays.** If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday, Sunday or U.S. federal holiday, then such action may be taken or such right may be exercised on the next succeeding day that is not a Saturday, Sunday or U.S. federal holiday.

(k) **Rights and Obligations Survive Exercise of the Warrant.** Except as otherwise provided herein, the rights and obligations of the Company and the Holder under this Warrant shall survive exercise of this Warrant.

(l) **Entire Agreement.** Except as expressly set forth herein, this Warrant (including the exhibits attached hereto) constitutes the entire agreement and understanding of the Company and the Holder with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

**Replacement.** This Warrant, together with the Lev Warrant, replace, in its entirety, the

Existing Warrant.

(m)

(signature page follows)

The Company and the Holder sign this Warrant as of the date stated on the first page.

COMPANY:

Address for Notices:

Avenue,  
Lexington, MA 02421 Attn: Michael  
Gibbs  
Tel.:  
(781)  
761-  
4630  
Fax: (781) 538-4020  
Email: mgibbs@t2biosystems.com

101 Hartwell

**AGREED AND ACKNOWLEDGED,**

HOLDER:

CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P.

By CRG PARTNERS III (CAYMAN) GP L.P., its General  
Partner

By CRG PARTNERS III (CAYMAN) GP LLC, its General  
Partner

Name:  
Title:

Witness: -  
Name:  
Address for Notices:  
1000 Main Street, Suite 2500  
Houston, TX 77002  
Attn: Portfolio  
Reporting  
Tel.: 713.209.7350  
Fax: 713.209.7351  
Email: notices@crglp.com

[Signature Page -Warrant]

The Company and the Holder sign this Warrant as of the date stated on the first page.

COMPANY:

**T2 BIOSYSTEMS, INC.**

By  
Name: Title:

Address for Notices: 101 Hartwell  
Avenue,  
Lexington, MA 02421  
Attn: Gibb  
Gibbs  
Tel.:  
761-4630  
Fax:  
Email: mgibbs@t2biosystems.com

Michael  
  
(781)  
  
(781) 538-4020

**AGREED AND ACKNOWLEDGED,**

HOLDER:

CRG PARTNERS III (CAYMAN) UNLEV AIV I L.P.  
By CRG PARTNERS III (CAYMAN) GP L.P., its General  
Partner  
By CRG PARTNERS III (CAYMAN) GP LLC, its General  
Partner

By Name:  
Title:

Nathan Hukill Authorized Signatory

Witness:

Name:

Noah Putter

Address for Notices:  
1000 Main Street, Suite 2500  
Houston, TX 77002  
Attn: Portfolio Reporting  
Tel.: 713.209.7350  
Fax: 713.209.7351  
Email: notices@crglp.com

[Signature Page – Warrant]

EXHIBIT A NOTICE OF EXERCISE

TO: T2 BIOSYSTEMS, INC. (the "Company")

Attention: CHIEF FINANCIAL OFFICER

(1) **Exercise.** The undersigned elects to purchase the following pursuant to the terms of the attached warrant: Number of shares:  
Type of security:

(2) **Method of Exercise.** The undersigned elects to exercise the attached warrant pursuant to:  
 A cash payment, and tenders herewith payment of the purchase price for such shares in full, together with all applicable transfer taxes, if any.  
 The net issue exercise provisions of Section 2(b) of the attached warrant.

(3) **Conditional Exercise.** Is this a conditional exercise pursuant to Section 2(f):  
 Yes  No

If "Yes," indicate the applicable condition:

(4) **Stock Certificate.** Please issue a certificate or certificates representing the shares in the name of:  
 The undersigned  
 Other—Name:  
Address:

(5) **Unexercised Portion of the Warrant.** Please issue a new warrant for the unexercised portion of the attached warrant in the name of:  
 The undersigned  
 Other—Name:  
Address:

Not applicable

(6) **Investment Intent.** The undersigned represents and warrants that the aforesaid shares are being acquired for investment for its own account and not with a view to, or for resale in connection with, the distribution thereof, and that the undersigned has no present intention of selling, granting any participation in, or



otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties of the undersigned set forth in Section 10 of the attached warrant are true and correct as of the date hereof. ]<sup>1</sup>

([6][7]) **Consent to Receipt of Electronic Notice.** Subject to the limitations set forth in §232(e) of the General Corporation Law of the State of Delaware (the “*DCGL*”), the undersigned consents to the delivery of any notice to stockholders given by the Company under the DGCL or the Company’s certificate of incorporation or bylaws by (i) facsimile telecommunication to the facsimile number provided below (or to any other facsimile number for the undersigned in the Company’s records), (ii) electronic mail to the electronic mail address provided below (or to any other electronic mail address for the undersigned in the Company’s records), (iii) posting on an electronic network together with separate notice to the undersigned of such specific posting or (iv) any other form of electronic transmission (as defined in the DGCL) directed to the undersigned. This consent may be revoked by the undersigned by written notice to the Company and may be deemed revoked in the circumstances specified in DGCL §232.

*(Print name of the warrant holder)*

*(Signature)*

*(Name and title of signatory, if applicable)*

*(Date)*

*(Fax number)*

*(Email address)*

<sup>1</sup> Note to Draft: Include if exercised pursuant to Section 2(a).

**EXHIBIT B ASSIGNMENT  
FORM**

ASSIGNOR:

COMPANY: T2 BIOSYSTEMS, INC.

WARRANT: THE REPLACEMENT WARRANT TO PURCHASE SHARES OF COMMON STOCK DATED AS OF MARCH 13, 2019 (THE "WARRANT")

DATE:

(1) **Assignment.** The undersigned registered holder of the Warrant ("**Assignor**") assigns and transfers to the assignee named below ("**Assignee**") all of the rights of Assignor under the Warrant, with respect to the number of shares set forth below:

Name of Assignee:

Address of Assignee:

Number of Shares Assigned:

as attorney to make such transfer

and does irrevocably constitute and appoint

on the books of T2 Biosystems, Inc., maintained for the purpose, with full power of substitution in the premises.

(2) **Obligations of Assignee.** Assignee agrees to take and hold the Warrant and any shares of stock to be issued upon exercise of the rights thereunder (the "**Securities**") subject to, and to be bound by, the terms and conditions set forth in the Warrant to the same extent as if Assignee were the original holder thereof.

(3) **[Investment Intent.** Assignee represents and warrants that the Securities are being acquired for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and that Assignee has no present intention of selling, granting any participation in, or otherwise distributing the shares, nor does it have any contract, undertaking, agreement or arrangement for the same, and all representations and warranties set forth in Section 10 of the Warrant are true and correct as to Assignee as of the date hereof.]<sup>2</sup>

Assignor and Assignee are signing this Assignment Form on the date first set forth above.

ASSIGNOR

ASSIGNEE

<sup>2</sup> Note to Draft: Include to the extent required pursuant to Section 5(a).

*(Print name of Assignor)*

*(Print name of Assignee)*

*(Signature of Assignor)*

*(Signature of Assignee)*

*(Print name of signatory, if applicable)*

*(Print name of signatory, if applicable)*

*(Print title of signatory, if applicable)*

*(Print title of signatory, if applicable)*

Address:

Address:

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B-2

Subsidiaries of T2 Biosystems, Inc.:

<b>Name</b>	<b>Jurisdiction of Organization</b>
T2 Biosystems Securities Corporation	Massachusetts

Consent of Independent Registered Public Accounting Firm

T2 Biosystems, Inc.  
Lexington, MA

We hereby consent to the incorporation by reference in the Registration Statements on Forms S3 (No. 333-206707, No. 333-216833, No. 333-225275, and No. 333-227847) and Form S8 (No. 333-197946 and No. 333-227850) of T2 Biosystems, Inc. (the “Company”) of our report dated March 14, 2019, relating to the consolidated financial statements which appears in this Form 10-K. Our report contains an explanatory paragraph regarding the Company’s ability to continue as a going concern.

/s/BDO USA, LLP

Boston, Massachusetts

March 14, 2019

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-216833) of T2 Biosystems, Inc.,
- (2) Registration Statement (Form S-3 No. 333-227847) of T2 Biosystems, Inc.,
- (3) Registration Statement (Form S-8 No. 333-197946) pertaining to the Amended and Restated 2006 Employee, Director and Consultant Stock Plan, 2014 Incentive Award Plan, and the 2014 Employee Stock Purchase Plan of T2 Biosystems, Inc., and
- (4) Registration Statement (Form S-8 No. 333-227850) pertaining to the T2 Biosystems, Inc. 2014 Incentive Award Plan, T2 Biosystems, Inc. 2014 Employee Stock Purchase Plan, and T2 Biosystems, Inc. Inducement Award Plan

of our report dated March 19, 2018, (except for the effects of the adoption of ASU 2016-18 as discussed in Note 2, as to which the date is March 14, 2019) with respect to the consolidated financial statements of T2 Biosystems, Inc. included in this Annual Report (Form 10-K) of T2 Biosystems, Inc. for the year ended December 31, 2018.

/s/ Ernst & Young LLP

Boston, Massachusetts  
March 14, 2019

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John McDonough, certify that:

1. I have reviewed this Annual Report on Form 10-K of T2 Biosystems, 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: March 14, 2019

By: /s/ John McDonough  
John McDonough  
President, Chief Executive Officer and Director

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John Sprague, certify that:

1. I have reviewed this Annual Report on Form 10-K of T2 Biosystems, 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: March 14, 2019

By: /s/ John M. Sprague  
John M. Sprague  
Principal Financial 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 Annual Report of T2 Biosystems, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2018 (the "Report"), as filed with the Securities and Exchange Commission on or about the date hereof, I, John McDonough, President, Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (i) the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2019

By: /s/ John McDonough  
John McDonough  
President, Chief Executive Officer and Director

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of T2 Biosystems, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.

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 Annual Report of T2 Biosystems, Inc. (the "Company") on Form 10-K for the fiscal year ended December 31, 2018 (the "Report"), as filed with the Securities and Exchange Commission on or about the date hereof, I, John M. Sprague, Principal Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (i) the Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 14, 2019

By: /s/ John M. Sprague  
John M. Sprague  
Principal Financial Officer

This certification accompanies the Form 10-K to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of T2 Biosystems, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-K), irrespective of any general incorporation language contained in such filing.