UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

(Mark One)

☒ **Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the quarterly period ended September 30, 2025
or

☐ **Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the transition period from to

Commission File Number: 001-39473

LENSAR, INC.

(Exact name of registrant as specified in its charter)

Delaware	**32-0125724**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

2800 Discovery Drive
Orlando, Florida 32826
(Address of principal executive offices and Zip Code)

(888) 536-7271
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	LNSR	The Nasdaq Stock Market LLC

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated Filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of October 24, 2025, there were 11,944,546 shares of the registrant's Common Stock outstanding.

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FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (the "Quarterly Report") contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. 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, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report, including without limitation statements regarding our pending Merger (as defined below), business model and strategic plans for our products, technologies and business, including our implementation thereof; the impact on our business, financial condition and results of operation from macroeconomic conditions; the timing of and our ability to obtain and maintain regulatory approvals and certifications; our expectations about our ability to successfully commercialize and further develop our next generation system, the ALLY Robotic Cataract Laser System™ ("ALLY System"), and the timing thereof; the ALLY System's performance and market impact; the sufficiency of our cash and cash equivalents; industry trends and conditions impacting various markets in which we operate; and the plans and objectives of management for future operations and capital expenditures 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.

Without limiting the foregoing, in some cases, you can identify forward-looking statements by terms such as "aim", "may," "will," "should," "expect," "exploring," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential," "seeks," or "continue" or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words. No forward-looking statement is a guarantee of future results, performance, or achievements, and one should avoid placing undue reliance on such statements.

Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to us. Such beliefs and assumptions may or may not prove to be correct. Additionally, such forward-looking statements are subject to a number of known and unknown risks, uncertainties and assumptions, and actual results may differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to, those identified in Part I. Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Part II. Item 1A. "Risk Factors" in this Quarterly Report. These risks and uncertainties include, but are not limited to:

- risks associated with our Agreement and Plan of Merger (the "Merger Agreement") with Alcon Research, LLC, a Delaware limited liability company ("Alcon"), and VMI Option Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Alcon ("Merger Sub") (the "Merger");
- the structure, timing and ability to consummate the Merger;
- any anticipated effects of the Merger's announcement, pendency or completion on the value of our common stock;
- our or Alcon's ability to obtain any required regulatory approvals in connection with the Merger;
- costs of the Merger, including relating to expenses, restrictions on the conduct of our business, diversion of our management's attention, ability to retain or hire employees, maintenance of relationships with collaborators, vendors and other business partners and payment of termination fees;
- the outcome of any legal proceedings that may be instituted against us and others relating to the Merger;
- our history of operating losses and ability to achieve or sustain profitability;
- our ability to develop, receive and maintain regulatory clearance or certification of and successfully commercialize the ALLY System and to maintain our LENSAR Laser System ("LLS") (collectively the "Systems");
- the impact to our business, financial condition, results of operations and our suppliers and distributors as a result of global macroeconomic conditions;
- the willingness of patients to pay the price difference for our products compared to a standard cataract procedure covered by Medicare or other insurance;
- our ability to grow our U.S. sales and marketing organization or maintain or grow an effective network of international distributors;
- our future capital needs and our ability to raise additional funds on acceptable terms, or at all;
- the impact to our business, financial condition and results of operations as a result of a material disruption to the supply or manufacture of our Systems or necessary component parts for such Systems or material inflationary pressures or enacted tariffs affecting pricing of component parts;

- our ability to compete against competitors that have longer operating histories, more established products and greater resources than we do;
- our ability to address the numerous risks associated with marketing, selling and leasing our products in markets outside the United States;
- the impact to our business, financial condition and results of operations as a result of exposure to the credit risk of our customers;
- our ability to accurately forecast customer demand and manage our inventory levels;
- the impact to our business, financial condition and results of operations if we are unable to secure adequate coverage or reimbursement by government or other third-party payors for procedures using our ALLY System or our other products, or changes in such coverage or reimbursement;
- the impact to our business, financial condition and results of operations of product liability suits brought against us;
- risks related to government regulation applicable to our products and operations; and
- risks related to our intellectual property and other intellectual property matters.

Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties.

You should read this Quarterly Report and the documents that we reference in this Quarterly Report completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we have no obligation to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

Unless otherwise stated or the context requires otherwise, references to "LENSAR," the "Company," "we," "us," and "our," refer to LENSAR, Inc.

We own or have registered rights to certain trademarks, trade names, copyrights and other intellectual property used in our business, including LENSAR, the LENSAR logo, Streamline, IntelliAxis, IntelliAxis Refractive Capsulorhexis, ALLY, Intelligent Incisions, Augmented Reality, ALLY Robotic Cataract Laser System, and the ALLY Robotic Cataract Laser System logo, ALLY Robotic Laser Cataract Surgery, Robotic Laser Cataract Surgery, and the Robotic Laser Cataract Surgery logo, each of which is considered a trademark. All other company names, product names, trade names and trademarks included in this Quarterly Report are trademarks, registered trademarks or trade names of their respective owners.

RISK FACTOR SUMMARY

Our business is subject to numerous risks and uncertainties, including those described in Part II, Item 1A. “Risk Factors” in this Quarterly Report. You should carefully consider these risks and uncertainties when investing in our common stock. The principal risks and uncertainties affecting our business include the following:

- The conditions under the Merger Agreement to our and Alcon’s consummation of the Merger may not be satisfied at all or in the anticipated timeframe.
- The announcement of, or a failure to consummate, the Merger could negatively impact our business, financial condition, results of operations or our stock price.
- The Merger Agreement contains provisions that could make it difficult for a third-party to acquire us prior to the completing of the Merger.
- While the Merger Agreement is in effect, we are subject to restrictions on our business activities.
- Securities class action and derivative lawsuits in connection with the Merger could result in substantial costs and prevent or delay the consummation of the Merger.
- Our results have been in the past, and could be in the future, adversely affected by economic uncertainty or deteriorations in economic conditions.
- We have experienced and expect to incur operating losses for the near-term future and we cannot assure you that we will be able to generate sufficient revenue to achieve or sustain profitability.
- We have historically derived our revenue from the sale or lease of our Systems as well as the associated procedure licenses and sale of consumables used in each procedure involving our Systems. The commercial success of our ALLY System will depend upon receipt of additional regulatory clearances or certifications and our ability to maintain and grow significant market acceptance for it.
- Our growth depends on our ability to gain regulatory clearances and certifications, as well as our ability to meet production goals for our ALLY System.
- Patients may not be willing to pay for the price difference between a standard cataract procedure and an advanced cataract procedure in which a laser system such as ours is used, an increment which is typically not covered by Medicare, private insurance or other third-party payors.
- If we are not able to effectively grow our U.S. sales and marketing organization or maintain or grow an effective network of international distributors, our business prospects, results of operations and financial condition could be adversely affected.
- Our future capital needs are uncertain and we may need to raise additional funds in the future, and such funds may not be available on acceptable terms or at all.
- If the supply or manufacture of our Systems or other products associated with the Systems is materially disrupted, including by supply chain shortages and price increases, it may adversely affect our ability to manufacture products and could negatively affect our operating results.
- We currently compete, and expect to compete in the future against other companies, some of which have longer operating histories, more established products or greater resources than we do.
- To successfully market, sell and lease our products in markets outside of the United States, we must address many international business risks with which we have limited experience.
- Our products and operations are subject to extensive government regulation and oversight both in the United States and abroad, and our failure to comply with applicable requirements could harm our business.
- We may not receive, or may be delayed in receiving, the necessary clearances, certifications or approvals for our future products, or modifications to our current products, and failure to timely obtain additional clearances, certifications or approvals

for our ALLY System and future products or modifications to our current products would adversely affect our ability to grow our business.

- Our success will depend on our ability to obtain, maintain and protect our intellectual property rights.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements.

LENSAR, Inc.
CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenue				
Product	$ 11,367	$ 10,578	$ 33,195	$ 27,545
Lease	1,560	1,724	5,089	5,623
Service	1,389	1,237	4,126	3,595
Total revenue	14,316	13,539	42,410	36,763
Cost of revenue (exclusive of amortization)				
Product	5,649	4,473	14,430	10,914
Lease	909	790	2,598	2,056
Service	1,722	2,010	5,197	5,050
Total cost of revenue	8,280	7,273	22,225	18,020
Operating expenses				
Selling, general and administrative expenses	12,020	6,077	34,827	19,657
Research and development expenses	1,367	1,202	4,326	3,994
Amortization of intangible assets	229	232	691	738
Impairment of intangible assets	—	—	—	3,729
Total operating expenses	13,616	7,511	39,844	28,118
Operating loss	(7,580)	(1,245)	(19,659)	(9,375)
Other income (expense)				
Change in fair value of warrant liabilities	3,734	(410)	(13,648)	(3,838)
Other income, net	133	153	485	511
Net loss	(3,713)	(1,502)	(32,822)	(12,702)
Other comprehensive loss				
Change in unrealized gain (loss) on investments	8	21	(1)	11
Net loss and comprehensive loss	$ (3,705)	$ (1,481)	$ (32,823)	$ (12,691)
Net loss per common share:				
Basic and diluted	$ (0.31)	$ (0.13)	$ (2.75)	$ (1.11)
Weighted-average number of common shares used in calculation of net loss per share:				
Basic and diluted	12,044	11,604	11,920	11,481

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

LENSAR, Inc.
CONDENSED BALANCE SHEETS
(Unaudited)
(In thousands, except per share amounts)

	September 30, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 7,637	$ 16,263
Short-term investments	9,232	6,192
Accounts receivable, net of allowance of $55 and $105, respectively	5,901	6,085
Notes receivable, net of allowance of $6 and $8, respectively	287	395
Inventories	20,596	11,428
Prepaid and other current assets	776	1,616
Total current assets	44,429	41,979
Property and equipment, net	555	664
Equipment under lease, net	16,064	13,767
Notes and other receivables, long-term, net of allowance of $16 and $23, respectively	806	1,160
Intangible assets, net	5,421	6,112
Other assets	2,929	2,615
Total assets	$ 70,204	$ 66,297
Liabilities, redeemable convertible preferred stock, and stockholders' (deficit) equity		
Current liabilities:		
Accounts payable	$ 14,794	$ 5,995
Accrued liabilities	7,894	6,807
Deferred revenue	2,344	1,677
Operating lease liabilities	693	524
Acquisition-related deposit	10,000	—
Total current liabilities	35,725	15,003
Long-term operating lease liabilities	2,187	2,090
Warrant liabilities	43,504	29,856
Other long-term liabilities	911	702
Total liabilities	82,327	47,651
Commitments and contingencies (Note 10)		
Series A Redeemable Convertible Preferred Stock, par value $0.01 per share, 20 shares authorized at September 30, 2025 and December 31, 2024; 20 shares issued and outstanding at September 30, 2025 and December 31, 2024; aggregate liquidation preference of $20,000 at September 30, 2025 and December 31, 2024	13,784	13,784
Stockholders' (deficit) equity:		
Preferred stock, par value $0.01 per share, 9,980 shares authorized at September 30, 2025 and December 31, 2024; no shares issued and outstanding at September 30, 2025 and December 31, 2024	—	—
Common stock, par value $0.01 per share, 150,000 shares authorized at September 30, 2025 and December 31, 2024; 11,935 and 11,654 shares issued and outstanding at September 30, 2025 and December 31, 2024, respectively	119	116
Additional paid-in capital	150,086	148,035
Accumulated other comprehensive income	5	6
Accumulated deficit	(176,117)	(143,295)
Total stockholders' (deficit) equity	(25,907)	4,862
Total liabilities, redeemable convertible preferred stock, and stockholders' (deficit) equity	$ 70,204	$ 66,297

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

LENSAR, Inc.
CONDENSED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	Nine Months Ended September 30,	
	2025	2024
Cash flows from operating activities		
Net loss	$ (32,822)	$ (12,702)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	2,637	2,087
Amortization of intangible assets	691	738
Impairment of intangible assets	—	3,729
Non-cash operating lease cost	356	404
Provision for expected credit losses	(59)	(5)
Write-down of inventory	—	134
Loss on disposal of property and equipment	58	—
Stock-based compensation expense	2,270	2,003
Change in fair value of warrant liabilities	13,648	3,838
Amortization on investments, net	(163)	(185)
Changes in operating assets and liabilities:		
Accounts receivable	272	(374)
Notes receivable	432	305
Prepaid and other current assets	839	660
Inventories	(13,966)	(6,113)
Accounts payable	8,799	(139)
Accrued liabilities	1,087	212
Deferred revenue	878	(61)
Operating lease liabilities	(366)	(416)
Other	(40)	(47)
Net cash used in operating activities	(15,449)	(5,932)
Cash flows from investing activities		
Purchase of property and equipment	(83)	(153)
Purchase of investments	(11,878)	(10,245)
Investment maturities	9,000	6,245
Net cash used in investing activities	(2,961)	(4,153)
Cash flows from financing activities		
Proceeds from acquisition-related deposit	10,000	—
Proceeds from issuance of common stock through option exercises	34	21
Proceeds from issuance of common stock under employee stock purchase plan	175	170
Net settlement of stock-based compensation awards	(425)	(187)
Payment of accrued offering costs allocable to preferred stock	—	(98)
Net cash provided by (used in) financing activities	9,784	(94)
Net decrease in cash and cash equivalents	(8,626)	(10,179)
Cash and cash equivalents at beginning of the period	16,263	20,621
Cash and cash equivalents at end of the period	$ 7,637	$ 10,442

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

LENSAR, Inc.
CONDENSED STATEMENTS OF CASH FLOWS, continued
(Unaudited)
(In thousands)

	Nine Months Ended September 30,	
	2025	2024
Supplemental cash flow information		
Cash paid for taxes	$ 42	$ 22
Supplemental schedule of non-cash investing and financing activities		
Transfer from Inventories to Equipment under lease, net	$ 4,799	$ 6,775

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

LENSAR, Inc.
CONDENSED STATEMENTS OF CHANGES IN REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(Unaudited)
(In thousands)

	Series A Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount				
Balance as of December 31, 2024	20	$ 13,784	11,654	$ 116	$ 148,035	$ (143,295)	$ 6	$ 4,862
Exercise of stock options under the Incentive Plans	—	—	5	—	21	—	—	21
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	131	2	(332)	—	—	(330)
Stock-based compensation under the Incentive Plans	—	—	—	—	654	—	—	654
Net loss	—	—	—	—	—	(27,345)	—	(27,345)
Change in unrealized loss on investments	—	—	—	—	—	—	(3)	(3)
Balance as of March 31, 2025	20	13,784	11,790	118	148,378	(170,640)	3	(22,141)
Exercise of stock options under the Incentive Plans	—	—	2	—	13	—	—	13
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	113	1	(96)	—	—	(95)
Issuance of common stock under the 2020 ESPP	—	—	28	—	175	—	—	175
Stock-based compensation under the Incentive Plans	—	—	—	—	766	—	—	766
Net loss	—	—	—	—	—	(1,764)	—	(1,764)
Change in unrealized loss on investments	—	—	—	—	—	—	(6)	(6)
Balance as of June 30, 2025	20	13,784	11,933	119	149,236	(172,404)	(3)	(23,052)
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	2	—	—	—	—	—
Stock-based compensation under the Incentive Plans	—	—	—	—	850	—	—	850
Net loss	—	—	—	—	—	(3,713)	—	(3,713)
Change in unrealized loss on investments	—	—	—	—	—	—	8	8
Balance as of September 30, 2025	20	$ 13,784	11,935	$ 119	$ 150,086	$ (176,117)	$ 5	$ (25,907)

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

LENSAR, Inc.
CONDENSED STATEMENTS OF CHANGES IN REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT), continued
(Unaudited)
(In thousands)

	Series A Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance as of December 31, 2023	20	$ 13,747	11,327	$ 113	$ 145,203	$ (111,891)	$ 4	$ 33,429
Exercise of stock options under the Incentive Plans	—	—	2	—	5	—	—	5
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	66	1	(90)	—	—	(89)
Stock-based compensation under the Incentive Plans	—	—	—	—	652	—	—	652
Net loss	—	—	—	—	—	(2,157)	—	(2,157)
Change in unrealized loss on investments	—	—	—	—	—	—	(5)	(5)
Balance as of March 31, 2024	20	13,747	11,395	114	145,770	(114,048)	(1)	31,835
Exercise of stock options under the Incentive Plans	—	—	2	—	5	—	—	5
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	67	1	(1)	—	—	—
Issuance of common stock under the 2020 ESPP	—	—	80	—	170	—	—	170
Stock-based compensation under the Incentive Plans	—	—	—	—	683	—	—	683
Series A Redeemable Convertible Preferred Stock offering costs accrual release	—	37	—	—	—	—	—	—
Net loss	—	—	—	—	—	(9,043)	—	(9,043)
Change in unrealized loss on investments	—	—	—	—	—	—	(5)	(5)
Balance as of June 30, 2024	20	13,784	11,544	115	146,627	(123,091)	(6)	23,645
Exercise of stock options under the Incentive Plans	—	—	5	—	11	—	—	11
Issuance of common stock under the Incentive Plans, net of forfeitures	—	—	63	1	(106)	—	—	(105)
Stock-based compensation under the Incentive Plans	—	—	—	—	668	—	—	668
Net loss	—	—	—	—	—	(1,502)	—	(1,502)
Change in unrealized loss on investments	—	—	—	—	—	—	21	21
Balance as of September 30, 2024	20	$ 13,784	11,612	$ 116	$ 147,200	$ (124,593)	$ 15	$ 22,738

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

Note 1. Overview and Basis of Presentation

Overview and Organization

LENSAR, Inc. ("LENSAR" or the "Company") is a global medical device business focused on the design, development and commercialization of advanced technology for the treatment of cataracts and management of astigmatism to achieve improved visual outcomes for patients. The Company is a public company whose stock is listed and trading under the symbol "LNSR" on The Nasdaq Stock Market LLC ("Nasdaq"). The Company's revenue is derived from the sale and lease of the Company's LENSAR Laser System ("LLS") and ALLY Robotic Cataract Laser System™ ("ALLY System") (collectively the "Systems"), which may include equipment, a consumable referred to as the Patient Interface Device ("PID"), procedure licenses, training, installation, limited warranty and maintenance agreements through extended warranty. The Company has developed its ALLY System as a compact, highly ergonomic system utilizing an extremely fast dual-modality laser and integrating artificial intelligence ("AI") into proprietary imaging and software. The ALLY System is designed to transform premium cataract surgery by utilizing LENSAR's advanced robotic technologies with the ability to perform the entire procedure in a sterile operating room or in-office surgical suite, delivering operational efficiencies and reducing overhead. The ALLY System is available to U.S. and European Union cataract surgeons and has also received regulatory clearance in India, Taiwan, South Korea, and certain other countries. In addition, the Company is pursuing an additional marketing or certification application through its distributor in China.

On March 23, 2025, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement"), with Alcon Research, LLC ("Alcon") and VMI Option Merger Sub, Inc. ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation of the Merger and as a wholly-owned subsidiary of Alcon. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of the Company's common stock outstanding immediately prior to the Effective Time (subject to certain customary exceptions specified in the Merger Agreement) will be cancelled and converted automatically into the right to receive (i) $14.00 in cash, without interest, and subject to applicable taxes, plus (ii) one contingent value right per share, representing the right to receive one contingent payment of $2.75 in cash, without interest, upon achievement of 614,000 cumulative procedures with the Company's products between January 1, 2026 and December 31, 2027. The Merger Agreement contains customary covenants and agreements, including with respect to the operations of the business of the Company between signing and closing. The Merger is expected to close in the first quarter of 2026, subject to customary closing conditions and regulatory approvals. The Merger Agreement includes customary termination rights for the Company and Alcon. Upon termination of the Merger Agreement in certain circumstances, the Company will be required to pay Alcon a termination fee of $8,500.

The Company received a $10,000 cash deposit towards the aggregate cash consideration, which is classified as a current liability on the condensed balance sheet at September 30, 2025. The deposit is considered the property of Alcon in accordance with the terms of the Merger Agreement. In connection with a termination of the Merger Agreement under certain specified circumstances, including if Alcon breaches its obligations such that the Company is entitled to terminate the Merger Agreement or the Merger has not been successfully completed by April 23, 2026, subject to an extension under certain circumstances solely at the election of Alcon to July 23, 2026, a governmental authority of competent jurisdiction has issued a final non-appealable governmental order prohibiting the Merger, and, at the time of such termination, the only remaining conditions to closing relate to certain regulatory approvals, the Company will be permitted to keep the deposit. If the Merger Agreement is terminated for any other reason, the Company shall refund the deposit to Alcon.

Other than the foregoing-described deposit and acquisition-related costs as described under "Acquisition-Related Costs" in Note 2, *Summary of Significant Accounting Policies*, the terms of the Merger Agreement did not impact the Company's condensed financial statements for the three and nine months ended September 30, 2025.

The Company has incurred recurring losses and operating cash outflows since its inception and, as of September 30, 2025, had an accumulated deficit of $176,117. The Company expects to continue to incur losses and cash outflows from operating activities for the near-term future. Pricing increases in component parts for the ALLY System resulting from inflationary pressures, related macroeconomic conditions, and tariffs may necessitate an increase in overall cost to customers, which in turn may have an adverse impact on customer demand.

Management believes the Company's cash, cash equivalents, and investments on hand, together with cash generated from the future sale and lease of products, will provide sufficient funds for its operating, investing, and financing cash flows for a period of at least twelve months from the date of issuance of these financial statements. The Company expects annual revenue and selling, general and administrative expenses to increase from current levels associated with the increase in ALLY System placements, as well as from acquisition-related costs associated with the pending Merger. The U.S. government has recently implemented significant changes in

U.S. trade policy and taken certain actions that have impacted the Company's business, including imposing tariffs on certain goods imported into the United States, and we have seen a resulting negative impact on our gross profit margin, as we have not passed on these additional costs to our customers. Some of these changes have triggered retaliatory actions by affected countries that could negatively impact demand for the Company's products in these regions, as well as negatively impact the Company's gross profit margin. In addition, the Company's growth depends in part on the Company's ability to produce the ALLY System in sufficient quantities, within requested timelines and at an acceptable price to satisfy customer demand. The Company's liquidity needs will be largely determined by the Company's ability to continue to successfully commercialize its products and the progression, additional regulatory clearances or certifications and launch of the ALLY System in additional jurisdictions in the future, as well as the projected first quarter closing of the Merger. In the future, the Company may need to raise additional capital through equity or debt financings, borrowings under credit facilities or from other sources in the future. The Company may issue securities, including common stock, preferred stock, warrants, and/or debt securities through private placement transactions or registered public offerings in the future. The Company's ability to raise additional funds will depend, among other factors, on financial, economic and market conditions, many of which are outside of the Company's control, and the Company may be unable to raise financing when needed, or on terms favorable to the Company. If the necessary funds are not available from these sources, the Company may have to delay, reduce or suspend the scope of its sales and marketing efforts, research and development activities, or other components of its operations.

Basis of Presentation

These condensed financial statements are unaudited and have been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") and pursuant to the regulations of the U.S. Securities and Exchange Commission ("SEC") for interim financial information and, therefore, omit or condense certain footnotes and other information normally included. The condensed financial statements include all adjustments (consisting only of normal recurring adjustments) that management of the Company believes are necessary for a fair statement of the periods presented. These interim financial results are not necessarily indicative of results expected for the full fiscal year. The December 31, 2024 condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by U.S. GAAP.

The accompanying unaudited condensed financial statements and related financial information should be read in conjunction with the Company's annual audited financial statements and the related notes thereto for the fiscal year ended December 31, 2024, included in the Annual Report on Form 10-K (the "Annual Report") as filed with the SEC on February 27, 2025.

Note 2. Summary of Significant Accounting Policies

Other than policies noted below, there have been no significant changes to the significant accounting policies disclosed in Note 2, *Summary of Significant Accounting Policies*, of the annual audited financial statements included in the Annual Report.

Accounting Estimates

The preparation of condensed financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed financial statements and accompanying notes to the condensed financial statements. The accounting estimates that require management's most significant, difficult and subjective judgments include, but are not limited to, revenue recognition and allowance for expected credit losses, the valuation of notes receivable and inventory, the assessment of recoverability of intangible assets and their estimated useful lives, the valuation and recognition of stock-based compensation, operating lease right-of-use assets and liabilities, the recognition and measurement of current and deferred income tax assets and liabilities, and the valuation of warrant liabilities. Management evaluates its estimates on an ongoing basis as there are changes in circumstances, facts, and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from these estimates.

As of the date of issuance of these unaudited condensed interim financial statements, the Company is not aware of any specific event or circumstance that would require the Company to update estimates, judgments or revise the carrying value of any assets or liabilities.

Derivative Financial Instruments

The Company evaluates financial instruments to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC Topic 815, *Derivatives and Hedging* ("ASC 815"). For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported in the condensed statements of operations. Warrants issued by the Company that do not

meet the criteria for equity treatment are recorded as liabilities. We do not use financial instruments or derivatives for any trading purposes.

Fair Value Measurement

The fair value of the Company's financial instruments are estimates of the amounts that would be received if the Company were to sell an asset or the Company paid to transfer a liability in an orderly transaction between market participants at the measurement date or exit price. The assets and liabilities are categorized and disclosed in one of the following three categories:

- Level 1—based on quoted market prices in active markets for identical assets and liabilities.
- Level 2—based on observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—based on unobservable inputs using management's best estimate and assumptions when inputs are unavailable.

Fair value measurements are classified in their entirety based on the lowest level of input that is significant to their fair value measurement.

Acquisition-Related Costs

Acquisition-related costs of $5,275 and $13,674, which consists of advisory, legal, accounting, valuation and other professional or consulting fees related to and incurred in association with the Merger Agreement with Alcon, are expensed as incurred and included within selling, general and administrative expenses in the condensed statements of operations and comprehensive loss for the three and nine months ended September 30, 2025, respectively. The Company expects to incur additional acquisition-related costs in 2025 while the merger process is ongoing. Of the $13,674 in acquisition-related costs incurred, $9,335 is classified as accounts payable and $2,073 is classified as accrued liabilities on the condensed balance sheet at September 30, 2025. The majority of these amounts will be due, and some are contingent, upon closing of the Merger.

Related Parties

The Company follows ASC 850, *Related Party Disclosures*, for the identification of related parties and disclosure of related party transactions.

In May 2023, the Company completed the Private Placement (as defined in Note 11, *Redeemable Convertible Preferred Stock*) with NR-GRI Partners, LP ("NR-GRI"), an affiliate of North Run Capital, LP ("North Run"). Pursuant to the terms of the Private Placement, Thomas B. Ellis and Todd B. Hammer, co-managing partners of North Run, joined the Company's Board of Directors following the Company's 2023 Annual Meeting of Stockholders. Refer to Note 9, *Warrant Liabilities*, and Note 11, *Redeemable Convertible Preferred Stock*, for more details related to the Private Placement.

In June 2023, the Company entered into an international distribution agreement in India with a company owned by an employee at that time. The Company established the distributor relationship to gain regulatory and operational efficiencies, as well as to establish consistent operations with all other international markets where it conducts business. During the year ended December 31, 2023, the Company began transitioning transactions with customers in India to the distributor. The Company recognized $290 in product revenue, $301 in cost of product sales, and $119 in selling, general and administrative expenses for the three months ended March 31, 2024 associated with its Indian operations. There were no amounts due from, or due to, the distributor at March 31, 2024. The related party relationship ended on April 1, 2024.

Income Taxes

Income tax expense/(benefit) from continuing operations for the three and nine months ended September 30, 2025 and 2024 was $0 in each period, which resulted from maintaining a full valuation allowance against the Company's net deferred tax assets.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), an aggregate change in stock ownership of one or more stockholders or groups of stockholders owning at least 5% of the Company's stock that exceeds 50 percentage points (by value) over a rolling three-year period (a "Section 382 ownership change") may result in a limitation on the amount of net operating loss and tax credit carryforwards that may be used in future years. The Company completed a Section 382 ownership change analysis

(In thousands, except per share amounts)

through its taxable year ended December 31, 2023 and determined that, during the second quarter of 2023, the Company experienced a Section 382 ownership change in connection with the Private Placement of Series A Redeemable Convertible Preferred Stock (the "Private Placement"), triggering the application of Section 382 of the Code. Refer to Note 11, *Redeemable Convertible Preferred Stock*, for more details related to the Private Placement. The Company has not completed an analysis to determine whether any subsequent Section 382 ownership changes have occurred and thus whether additional limitations have been triggered under Sections 382 and 383 of the Code since December 31, 2023. The Company computed and applied limitations of tax deductions in the income tax provision computation for the years ended December 31, 2023 and December 31, 2024; however, these limitations do not have a material impact on the financial statements.

On July 4, 2025, new U.S. tax legislation was signed into law (known as the "One Big Beautiful Bill Act" or "OBBBA") which makes permanent many of the tax provisions enacted in 2017 as part of the Tax Cuts and Jobs Act that were set to expire at the end of 2025. In addition, the OBBBA makes changes to certain U.S. corporate tax provisions, but many are generally not effective until 2026. Based on the Company's current analysis of the provisions, the Company determined that the tax law changes do not have a material impact on the Company's 2025 financial statements; however, the Company will continue to evaluate their impact on future periods.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvement to Income Tax Disclosures*, which requires (1) disclosure of specific categories in the rate reconciliation and (2) additional information for reconciling items that meet a quantitative threshold. Additionally, the amendment requires disclosure of certain disaggregated information about income taxes paid, income from continuing operations before income tax expense (benefit) and income tax expense (benefit). The standard is effective for the Company's annual financial statements for the year ending December 31, 2025. The Company does not believe that the adoption of the standard will result in material changes to the financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses* ("ASU 2024-03"), ASU 2024-03 requires disclosure in the notes to the financial statements of specified information about certain costs and expenses. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026 and for interim periods within fiscal years beginning after December 15, 2027. ASU 2024-03 should be applied either prospectively to financial statements issued for reporting periods after the effective date of this ASU or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact of ASU 2024-03 to the financial statement disclosures.

Note 3. Revenue from Contracts with Customers

Disaggregation of Revenue

The following table summarizes the Company's product and service revenue disaggregated by geographic region, which is determined based on customer location, for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
United States	$ 8,669	$ 6,087	$ 23,119	$ 19,776
Asia (excluding South Korea)	1,552	1,977	6,496	3,849
Europe	2,311	3,543	6,970	6,627
South Korea	183	145	552	727
Other	41	63	184	161
Total[1]	$ 12,756	$ 11,815	$ 37,321	$ 31,140

[1] The table above does not include lease revenue of $1,560 and $1,724 for the three months ended September 30, 2025 and 2024, respectively, and $5,089 and $5,623 for the nine months ended September 30, 2025 and 2024, respectively. Substantially all lease revenue originates from the United States. Refer to Note 6, *Leases*.

(In thousands, except per share amounts)

Contract Balances

The following table provides information about receivables and contract liabilities from contracts with customers:

	Classification	As of September 30, 2025	As of December 31, 2024
Accounts receivable, current	Accounts receivable, net	$ 5,901	$ 6,085
Accounts receivable, long-term	Notes and other receivables, long-term, net	$ —	$ 38
Notes receivable, current	Notes receivable, net	$ 287	$ 395
Notes receivable, long-term	Notes and other receivables, long-term, net	$ 806	$ 1,122
Contract asset, current	Prepaid and other current assets	$ —	$ 236
Contract liabilities, current	Deferred revenue	$ 136	$ —
Deferred revenue, current	Deferred revenue	$ 2,208	$ 1,677
Deferred revenue, non-current	Other long-term liabilities	$ 908	$ 696

Accounts Receivables, Net – Accounts receivables, net, include amounts billed and due from customers. The amounts due are stated at their net estimated realizable value and are classified as current or noncurrent based on the timing of when the Company expects to receive payment. Most customers are on pre-paid or 30-day payment terms, depending on the product purchased. The Company maintains an allowance for expected credit losses to provide for the estimated amount of receivables that will not be collected. The allowance is based upon an assessment of customer credit worthiness, historical payment experience, the age of outstanding receivables, collateral to the extent applicable and reflects the possible impact of current conditions and reasonable forecasts not already reflected in historical loss information.

The following table summarizes the activity in the allowance for credit losses:

	Amount
Accounts receivable, allowance for credit losses as of December 31, 2024	$ 105
Change in provision for credit losses	(50)
Write-offs	—
Accounts receivable, allowance for credit losses as of September 30, 2025	$ 55

Accounts receivable, allowance for credit losses as of December 31, 2023	$ 62
Change in provision for credit losses	(23)
Write-offs	—
Accounts receivable, allowance for credit losses as of September 30, 2024	$ 39

Notes Receivables, Net – Notes receivable, net includes amounts billed and due from customers under extended payment terms with a significant financing component. Interest rates on notes receivable range from 7.0% to 8.0%. The Company recorded interest income on notes receivable during the three months ended September 30, 2025 and 2024 of $20 and $25, respectively, and during the nine months ended September 30, 2025 and 2024 of $68 and $80, respectively, in other income, net in the statement of operations.

(In thousands, except per share amounts)

The following table summarizes the activity in the allowance for notes receivable:

	Amount
Notes receivable, allowance for credit losses as of December 31, 2024	$ 31
Change in provision for credit losses	(9)
Write-offs	—
Notes receivable, allowance for credit losses as of September 30, 2025	$ 22

Notes receivable, allowance for credit losses as of December 31, 2023	$ 33
Change in provision for credit losses	(6)
Write-offs	—
Notes receivable, allowance for credit losses as of September 30, 2024	$ 27

Contract Assets – The Company's contract assets represent revenue recognized for performance obligations completed before an unconditional right to payment exists, and therefore invoicing has not yet occurred. The Company classifies contract assets in prepaid and other current assets in the Company's condensed balance sheets.

The following table provides information about contract assets from contracts with customers:

	Amount
Contract assets as of December 31, 2024	$ 236
Contract assets recognized	605
Payments received	(732)
Write-off due to contract modification	(109)
Contract assets as of September 30, 2025	$ —

Contract assets as of December 31, 2023	$ 982
Contract assets recognized	837
Payments received	(1,141)
Write-off due to contract modification	(85)
Contract assets as of September 30, 2024	$ 593

Deferred Revenue and Contract Liabilities – The Company’s deferred revenue and contract liabilities represent services and products sold to customers for which the performance obligation has not been completed by the Company. The Company classifies deferred revenue and contract liabilities as current or noncurrent based on the timing of when it expects to recognize revenue. The noncurrent portion of deferred revenue and contract liabilities is included in other long-term liabilities in the Company’s condensed balance sheets.

(In thousands, except per share amounts)

The following table provides information about deferred revenue and contract liabilities from contracts with customers:

	Amount
Deferred revenue and contract liabilities as of December 31, 2024	$ 2,373
Billings not yet recognized as revenue	2,521
Beginning deferred revenue and contract liabilities recognized as revenue	(1,642)
Deferred revenue and contract liabilities as of September 30, 2025	$ 3,252

Deferred revenue and contract liabilities as of December 31, 2023	$ 1,919
Billings not yet recognized as revenue	1,192
Beginning deferred revenue and contract liabilities recognized as revenue	(1,258)
Impairment[1]	(214)
Deferred revenue and contract liabilities as of September 30, 2024	$ 1,639

[1] The Company wrote off certain contract liabilities associated with intangible assets that were determined to be impaired during the three months ended June 30, 2024. Refer to Note 7, *Intangible Assets*.

Transaction Price Allocated to Future Performance Obligations

At September 30, 2025, the revenue expected to be recognized in future periods related to performance obligations that are unsatisfied for executed contracts with an original duration of one year or more was approximately $48,475. The Company expects to satisfy its remaining performance obligations by December 31, 2031, with $4,220 to be satisfied by December 31, 2025, $14,472 to be satisfied by December 31, 2026, $12,832 to be satisfied by December 31, 2027, $9,121 to be satisfied by December 31, 2028, $5,902 to be satisfied by December 31, 2029, $1,778 to be satisfied by December 31, 2030, and $150 to be satisfied by December 31, 2031. The Company does not disclose the value of unsatisfied performance obligations for (i) contracts with original expected lengths of one year or less or (ii) contracts for which the Company recognizes revenue at the amount to which it has the right to invoice for the products delivered or services performed.

Note 4. Fair Value of Financial Instruments

The carrying value of the Company’s cash, cash equivalents, accounts receivable, accounts payable, accrued liabilities, and other current liabilities approximate fair value based on the short-term maturities of these instruments. The carrying value of the Company’s notes receivable also approximates fair value based on the associated credit risk.

The Company classifies money market funds, U.S. treasury bills and government securities, and certificates of deposit as Level 1 within the fair value hierarchy as the fair value is based on quoted prices. The Company classifies its warrant derivative liabilities as Level 3 within the fair value hierarchy as the Company estimates the fair value of the warrant liabilities using recently quoted market prices of the Company's common stock and the Black-Scholes option pricing model, refer to Note 9, *Warrant Liabilities*.

(In thousands, except per share amounts)

The following table sets forth by level, within the fair value hierarchy, the Company's assets and liabilities at fair value as of September 30, 2025 and December 31, 2024:

	September 30, 2025			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 3,524	$ —	$ —	$ 3,524
U.S. treasury bills	3,489	—	—	3,489
U.S. government securities	5,498	—	—	5,498
Certificates of deposit	245	—	—	245
Total assets	$ 12,756	$ —	$ —	$ 12,756
Liabilities				
Warrant derivative liabilities	$ —	$ —	$ 43,504	$ 43,504
Total liabilities	$ —	$ —	$ 43,504	$ 43,504

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 6,631	$ —	$ —	$ 6,631
U.S. treasury bills	3,451	—	—	3,451
U.S. government securities	2,494	—	—	2,494
Certificates of deposit	247	—	—	247
Total assets	$ 12,823	$ —	$ —	$ 12,823
Liabilities				
Warrant derivative liabilities	$ —	$ —	$ 29,856	$ 29,856
Total liabilities	$ —	$ —	$ 29,856	$ 29,856

There were no transfers between fair value hierarchy levels during three and nine months ended September 30, 2025 and 2024.

The fair value of the Company’s financial assets that are measured at fair value on a recurring basis are as follows:

	September 30, 2025			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents				
Money market funds	$ 3,524	$ —	$ —	$ 3,524
Short-term investments				
U.S. treasury bills	3,489	—	—	3,489
U.S. government securities	5,493	5	—	5,498
Certificates of deposit	245	—	—	245
Total	$ 12,751	$ 5	$ —	$ 12,756

	December 31, 2024			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Cash equivalents				
Money market funds	$ 6,631	$ —	$ —	$ 6,631
Short-term investments				
U.S. treasury bills	3,449	2	—	3,451
U.S. government securities	2,492	2	—	2,494
Certificates of deposit	245	2	—	247
Total	$ 12,817	$ 6	$ —	$ 12,823

(In thousands, except per share amounts)

The change in fair value of warrant liabilities measured on a recurring basis using unobservable Level 3 inputs for the period ended September 30, 2025 is set forth below:

	Fair Value at December 31, 2024	Change in Fair Value	Fair Value at September 30, 2025
Series A Warrant	$ 15,351	$ 6,929	$ 22,280
Series B Warrant	14,505	6,719	21,224
Total warrant liabilities	$ 29,856	$ 13,648	$ 43,504

Note 5. Inventories

Inventory balances were as follows:

	As of September 30, 2025	As of December 31, 2024
Finished Goods	$ 5,364	$ 2,936
Work-in-process	4,359	1,292
Raw Materials	10,873	7,200
Total	$ 20,596	$ 11,428

Note 6. Leases

Lessee Arrangements

The Company has an operating lease for its corporate office. In September 2025, the Company amended the lease to clarify the timing of access and rent payments for additional space in the building. The lease amendment constitutes a modification as it changed the amount and timing of the consideration, which requires evaluation of the remeasurement of the lease liability and corresponding right-of-use-asset. The reassessment resulted in continuing to classify the lease as an operating lease and remeasurement of the lease liability on the basis of the payment terms and the incremental borrowing rate at the effective date of modification of 10%. The Company previously concluded the lease of additional space was treated as a separate lease and recorded when access to the new space was granted, which was September 2025. The Company's operating lease has a remaining lease term of 3.7 years as of September 30, 2025.

Maturities of operating lease liabilities as of September 30, 2025 are as follows:

Fiscal Year	Amount
Remainder of 2025	$ 150
2026	766
2027	819
2028	835
2029	353
Total operating lease payments	2,923
Less: imputed interest	(43)
Total operating lease liabilities	$ 2,880

Lessor Arrangements

The Company has operating leases for Systems. The Company's leases have remaining lease terms of less than one year to five years. Lease revenue for the three and nine months ended September 30, 2025 and 2024 was as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Lease revenue	$ 1,560	$ 1,724	$ 5,089	$ 5,623

(In thousands, except per share amounts)

Note 7. Intangible Assets

The components of intangible assets were as follows:

	As of September 30, 2025			As of December 31, 2024			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Impairment	Net Carrying Amount
Finite-lived intangible assets:							
Customer relationships [1,2]	$ 4,292	$ (2,909)	$ 1,383	$ 4,292	$ (2,678)	$ —	$ 1,614
Acquired technology [1,3,4,5]	9,200	(5,162)	4,038	13,900	(5,459)	(3,943)	4,498
Acquired trademarks [1]	570	(570)	—	570	(570)	—	—
	$ 14,062	$ (8,641)	$ 5,421	$ 18,762	$ (8,707)	$ (3,943)	$ 6,112

1. Certain intangible assets were established upon PDL BioPharma, Inc.'s acquisition of LENSAR in May 2017. They are being amortized on a straight-line basis over a period of 15 years. The intangible assets for customer relationships are amortized on a straight-line basis or a double declining basis over their estimated useful lives up to 20 years based on the method that better represents the economic benefits to be obtained.
2. The Company acquired certain intangible assets for customer relationships from a domestic distributor in an asset acquisition, which are being amortized on a straight-line basis over a period of 10 years.
3. The Company acquired certain intangible assets from a medical technology company in an asset acquisition, which were being amortized on a straight-line basis over a period of 15 years.
4. In 2019, the Company acquired certain intellectual property from a third party. Pursuant to the Company's agreement with the third party, the Company made milestone payments of $2,400 during the year ended December 31, 2022.
5. In April 2024, the Company notified its third-party supplier of the phacoemulsification component in the ALLY System that the Company would no longer pursue integration with the supplier's phacoemulsification unit. This resulted in a triggering event impacting certain acquired technology intangible assets and contract liabilities associated with the phacoemulsification component. The Company determined that the carrying value of the intangible assets in items 3 and 4 above exceeded the estimated recoverable amount of $0 and recorded an impairment of intangible assets of $3,943. The impairment charge was offset with the write-off of contract liabilities associated with the intangible assets of $214.

Amortization expense for three months ended September 30, 2025 and 2024 was $229 and $232, respectively, and for the nine months ended September 30, 2025 and 2024 was $691 and $738, respectively.

Based on the intangible assets recorded at September 30, 2025, and assuming no subsequent additions to or impairment of the underlying assets, the remaining amortization expense is expected to be as follows:

Fiscal Year	Amount
Remainder of 2025	$ 230
2026	911
2027	902
2028	695
2029	690
2030	690
Thereafter	1,303
Total remaining estimated amortization expense	$ 5,421

(In thousands, except per share amounts)

Note 8. Accrued Liabilities

Accrued liabilities consist of the following:

	As of September 30, 2025	As of December 31, 2024
Compensation	$ 4,078	$ 5,002
Acquisition-related costs	2,073	—
Professional Services	637	776
Warranty	267	432
Other	839	597
Total	$ 7,894	$ 6,807

Note 9. Warrant Liabilities

In May 2023, the Company completed the Private Placement (as defined below), which included the issuance of warrants (the "Warrants") to purchase an aggregate of 4,367 shares of common stock (the "Warrant Shares"). Fifty percent of the Warrants have an exercise price equal to $2.45 per share (the "Series A Warrant"), and 50% of the Warrants have an exercise price equal to $3.0625 per share (the "Series B Warrant"), subject in each instance to adjustments as provided under the terms of the Warrants. Refer to Note 11, *Redeemable Convertible Preferred Stock*, for more details related to the Private Placement.

Upon the occurrence of certain transactions ("Fundamental Transactions," as defined below), the Warrants provide that they are redeemable by the holder thereof for a value determined using a Black Scholes option pricing model with inputs calculated as described in the applicable Warrant, which includes a 100% floor on the volatility input to be utilized. The Company has determined that this provision introduces leverage to the holders of the Warrants that could result in a value that would be greater than the settlement amount of a fixed-for-fixed option on the Company's own equity shares. Accordingly, pursuant to ASC 815, the Company classified the fair value of the Warrants as a liability to be re-measured at the end of every reporting period with the change in value reported in the statements of operations. Of the $20,000 gross proceeds for the Private Placement, $5,605 was allocated to the Warrants and the remaining $14,395 was allocated to the Series A Redeemable Convertible Preferred Stock.

The Company estimated the fair value of the warrant liabilities using recently quoted market prices of the Company's common stock and the Black-Scholes option pricing model. The fair value of the warrant liabilities was estimated using the following assumptions as of September 30, 2025 and December 31, 2024:

	September 30, 2025	December 31, 2024
Risk-free interest rate	3.6%	4.3%
Expected term (years)	2.6	3.4
Expected volatility	61%	61%
Dividends	0.0%	0.0%

Expected term: The expected term for the warrant liabilities was based on the remaining contractual term of the Warrants.

Risk-free interest rate: The risk-free interest rate was based on the rates paid on securities issued by the U.S. Treasury with a term approximating the expected term.

Expected volatility: The expected volatility for the warrant liabilities was based on an index of the historical volatilities of a group of comparable publicly-traded medical device and other peer companies, which the Company believed was representative of the volatility of its common stock.

Expected dividend yield: The Company does not intend to pay dividends for the foreseeable future. Accordingly, the Company used a dividend yield of zero in the assumptions.

Note 10. Commitments and Contingencies

Purchase Obligation

The Company is a party to various supply agreements for the manufacture and supply of certain components. The supply agreements commit the Company to a minimum purchase obligation of approximately $15,766 over the next 21 months. The Company expects to meet these requirements.

Legal Matters

The medical device market in which the Company participates is largely technology driven. As a result, intellectual property rights, particularly patents and trade secrets, play a significant role in product development and differentiation. The Company makes provisions for liabilities when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

From time to time, we may become involved in various legal proceedings relating to matters incidental to the proposed Merger and in the ordinary course of our business, including intellectual property, commercial, product liability, employment, class action, whistleblower and other litigation and claims, and governmental and other regulatory investigations and proceedings. We make provisions for liabilities when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

Note 11. Redeemable Convertible Preferred Stock

Series A Redeemable Convertible Preferred Stock

In May 2023, the Company entered into a Securities Purchase Agreement (the "SPA") with NR-GRI Partners, LP ("NR-GRI"), whereby it sold to NR-GRI, for an aggregate purchase price of $20,000, 20 shares of Series A Redeemable Convertible Preferred Stock and the Warrants (the "Private Placement"). Refer to Note 9, *Warrant Liabilities*, for more details related to the Warrants. The Series A Redeemable Convertible Preferred Stock is convertible into 7,940 shares of common stock at the election of NR-GRI.

On August 1, 2023, the Company's stockholders voted to approve the issuance of shares of the Company's common stock issuable upon conversion of the shares of Series A Redeemable Convertible Preferred Stock and exercise of the Warrants. As a result of the stockholders' approval of the Private Placement, applicable ownership limitations under Nasdaq rules were lifted, and NR-GRI became entitled to convert shares of Series A Redeemable Convertible Preferred Stock or exercise Warrants up to the full amount purchased in the Private Placement.

Holders of Series A Redeemable Convertible Preferred Stock are entitled to vote on an as-converted basis with holders of common stock. The Series A Redeemable Convertible Preferred Stock ranks senior to the common stock as to distributions and payments upon the liquidation, dissolution and winding up of the Company, and holders of Series A Redeemable Convertible Preferred Stock participate with the holders of the common stock on an as-converted basis to the extent any dividends are declared on common stock. The shares of Series A Redeemable Convertible Preferred Stock will automatically be redeemed in connection with certain transactions ("Fundamental Transactions"), including a merger, sale of all or substantially all the assets of the Company, recapitalization, or the sale by the Company of shares resulting in more than 50% ownership by a person or group. In such event, the redemption price would be equal to the greater of the stated value of the shares of Series A Redeemable Convertible Preferred Stock or the consideration per share of common stock in the Fundamental Transaction (or in the absence of such consideration, the volume-weighted average price of the Company's common stock immediately preceding the closing of the Fundamental Transaction).

The Series A Redeemable Convertible Preferred Stock is classified as temporary equity in the condensed balance sheet because redemption automatically occurs upon a Fundamental Transaction. However, redemption is not considered probable; therefore, the Series A Redeemable Convertible Preferred Stock is not accreted to face value. The proceeds of the transaction were allocated first to the fair value of warrants due to the classification of the warrants as a liability on the condensed balance sheet and the remainder of the proceeds were allocated to the Series A Redeemable Convertible Preferred Stock. Offering costs of $901 were allocated ratably based on the allocation of proceeds; $253 was allocated to the general and administrative expenses and $648 was allocated to Series A Redeemable Convertible Preferred Stock. Series A Redeemable Convertible Preferred Stock is presented net of offering costs on the condensed balance sheet.

In connection with the parties' entry into the SPA, the Company and NR-GRI entered into a Registration Rights Agreement, pursuant to which the Company filed a resale registration statement on Form S-3 (No. 333-272930) with respect to the resale of the shares of the Company's common stock issuable upon conversion of the shares of Series A Redeemable Convertible Preferred Stock and exercise of the Warrants.

(In thousands, except per share amounts)

Note 12. Stockholders' Equity

Common Stock

The Company has a single class of common stock in which stockholders are entitled to one vote for each share of common stock. No cash dividend was declared on common stock during the three and nine months ended September 30, 2025 and 2024.

Note 13. Stock-Based Compensation

Stock-Based Incentive Plans

The 2020 Plan

In July 2020, the Board of Directors approved the LENSAR Inc. 2020 Incentive Award Plan (the "2020 Plan"). The 2020 Plan provides for the grant of stock options, restricted stock, restricted stock unit awards, performance stock unit awards and other stock-based awards to recipients. The amount and terms of grants are determined by the Company's Board of Directors or a duly authorized committee thereof. Participants must pay the Company, or make provisions to pay, any required withholding taxes by the date of the event creating the tax liability. Participants may satisfy the tax liability in cash or in stock. A total of 3,333 shares of common stock were initially reserved for issuance pursuant to the 2020 Plan. The number of shares available for issuance under the 2020 Plan includes an annual increase on the first day of each fiscal year beginning fiscal 2021, equal to the lesser of (i) 5% of the aggregate number of shares outstanding on the final day of the immediately preceding calendar year and (ii) such smaller number of shares as determined by the Board of Directors. As of September 30, 2025, the Company has reserved a total of 6,133 shares of common stock for issuance under the 2020 Plan.

The Inducement Plan

In February 2024, the Board adopted the 2024 Employment Inducement Incentive Award Plan (the "Inducement Plan"). The Inducement Plan provides for the grant of non-qualified stock options, stock appreciation rights, restricted stock awards, restricted stock units, and other stock or cash based awards (collectively, the "Inducement Awards"). The Inducement Plan was recommended for approval by the Compensation Committee of the Board and subsequently approved and adopted by the Board without stockholder approval pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules. A maximum of 100 shares of common stock were reserved for issuance pursuant to the Inducement Plan. In accordance with Rule 5635(c)(4) of the Nasdaq Listing Rules, Inducement Awards under the 2024 Plan may only be made to an employee who has not previously been an employee or member of the Board, or following a bona fide period of non-employment by the Company, if he or she is granted such Inducement Awards in connection with his or her commencement of employment with the Company and such grant is an inducement material to his or her entering into employment with the Company.

A summary of the shares available for issuance under the 2020 Plan and Inducement Plan (collectively, the "Incentive Plans") is as follows:

	2020 Plan	Inducement Plan
Balance at December 31, 2024	477	84
Authorized	583	—
Granted/Awarded	(450)	(9)
Cancelled/Forfeited	65	4
Balance at September 30, 2025	675	79

Stock Options

The exercise price of incentive stock options ("ISOs") and nonqualified stock options ("NSOs") shall not be less than 100% of the fair market value on the grant date of the option and the term may not exceed 10 years. The exercise price of ISOs granted to a 10% stockholder shall not be less than 110% of the estimated fair market value on the grant date of the option and the term may not exceed five years. To date, options have a term of 10 years and generally vest over one to four years from the grant date.

(In thousands, except per share amounts)

Option award activity under the Incentive Plans is set forth below:

	Options Outstanding			
	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Outstanding at December 31, 2024	1,845	$ 5.22	7.3	$ 6,859
Options granted	4	$ 10.96		
Options exercised	(7)	$ 4.74		
Options cancelled/forfeited	(14)	$ 5.75		
Outstanding at September 30, 2025	1,828	$ 5.23	6.6	$ 13,013
Vested and expected to vest at September 30, 2025	1,828	$ 5.23	6.6	$ 13,013
Vested and exercisable at September 30, 2025	1,609	$ 5.45	6.5	$ 11,102

The weighted average grant date fair value of options granted during the nine months ended September 30, 2025 was $6.58. There were no options granted during the three months ended September 30, 2025. The total fair value of options vested during the three and nine months ended September 30, 2025 was approximately $180 and $667, respectively. Total unrecognized compensation expense of $468 related to stock options will be recognized over a weighted average period of 1.1 years.

The following table summarizes information about stock options outstanding and vested as of September 30, 2025:

	Options Outstanding			Options Vested	
Exercise Price	Options Outstanding	Weighted Average Remaining Contractual Term (in Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
$2.15 - $3.10	328	7.3	$ 2.66	215	$ 2.66
$3.23	422	7.7	$ 3.23	379	$ 3.23
$3.27 - $5.95	43	8.1	$ 4.24	18	$ 4.26
$6.04	393	6.2	$ 6.04	361	$ 6.04
$6.07 - $13.48	642	5.7	$ 7.44	636	$ 7.42
	1,828	6.6	$ 5.23	1,609	$ 5.45

The Company estimated the fair value of stock-options using the Black-Scholes option pricing model. The fair value of stock options is being amortized on a straight-line basis over the requisite service period of the awards. The fair value of stock options was estimated using the following assumptions for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Risk-free interest rate	—	3.7 - 4.4%	4.0 - 4.4%	3.7 - 4.6%
Expected term (years)	—	6	6	6
Expected volatility	—	59 - 61%	61%	58 - 61%
Dividends	—	0.0%	0	0.0%

Expected term: The expected term for the Company's stock-based compensation awards was based on an index of the expected terms of a group of comparable publicly-traded medical device and other peer companies, which the Company believed was representative of the expected term of its awards.

Risk-free interest rate: The risk-free interest rate was based on the rates paid on securities issued by the U.S. Treasury with a term approximating the expected term.

(In thousands, except per share amounts)

Expected volatility: The expected volatility for the Company's stock-based compensation awards was based on an index of the historical volatilities of a group of comparable publicly-traded medical device and other peer companies, which the Company believed was representative of the volatility of its common stock.

Expected dividend yield: The Company does not intend to pay dividends for the foreseeable future. Accordingly, the Company used a dividend yield of zero in the assumptions.

Restricted Stock Units

Restricted stock units granted to employees and non-employees generally vest over one to four years in regular increments. The fair value of restricted stock units is based on the Company's closing stock price on the date of grant.

Performance stock units granted to certain executive officers are subject to service and performance conditions. The shares subject to the performance stock units vest over a four-year performance period. The actual number of performance stock units that will vest in each measurement period will be determined by the Compensation Committee based on the Company's one-year trailing revenues and achievement of certain revenue thresholds. The fair value of performance stock units is based on the Company's closing stock price on the date of grant.

Restricted stock unit and performance stock unit activity under the Incentive Plans is set forth below:

	Restricted Stock Units Outstanding	
	Number of Units	Weighted Average Grant Date Fair Value Per Share
Non-vested at December 31, 2024	797	$ 3.20
Restricted stock units granted	455	$ 10.66
Restricted stock units vested	(293)	$ 3.17
Restricted stock units cancelled	(8)	$ 8.33
Outstanding restricted stock units at September 30, 2025	951	$ 6.73
Vested and unreleased restricted stock units at September 30, 2025	110	$ 3.26

The total fair value of restricted stock units vested during the three and nine months ended September 30, 2025 was approximately $16 and $1,286, respectively. At September 30, 2025 there was approximately $4,800 of total unrecognized compensation expense related to restricted stock units and performance stock units, which is expected to be recognized over a weighted-average period of 2.6 years.

2020 Employee Stock Purchase Plan

In September 2020, the Board of Directors approved the LENSAR, Inc. 2020 Employee Stock Purchase Plan (the "2020 ESPP"), under which eligible employees are permitted to purchase common stock at a discount through payroll deductions. A total of 340 shares of common stock were initially reserved for issuance. The number of shares available for issuance under the 2020 ESPP includes an increase on the first day of each fiscal year, beginning in 2022, by an amount equal to the lesser of (i) 1.0% of the outstanding shares of common stock as of the last day of the immediately preceding fiscal year; or (ii) a lesser amount as determined by the Board of Directors. As of September 30, 2025, the Company has reserved 681 shares of common stock for issuance under the 2020 ESPP. The price of the common stock purchased will be the lower of 85% of the fair market value of the common stock at the beginning of an offering period or at the end of a purchase period. The 2020 ESPP is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

As of September 30, 2025, 446 shares of common stock have been issued to employees participating in the 2020 ESPP and 235 shares were available for future issuance under the 2020 ESPP. The grant date fair value of the shares to be issued under the Company's 2020 ESPP was estimated using the Black-Scholes valuation model.

(In thousands, except per share amounts)

The following table sets forth the total stock-based compensation expense recognized under the Incentive Plans and the 2020 ESPP in the Company's condensed statements of operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenue – product	$ 15	$ 2	$ 25	$ 7
Cost of revenue – product	61	54	151	159
Cost of revenue – service	58	35	136	93
Selling, general and administrative expenses	631	493	1,724	1,497
Research and development expenses	85	84	234	247
Total	$ 850	$ 668	$ 2,270	$ 2,003

Total unrecognized stock-based compensation expense is expected to be amortized as follows:

Fiscal Year	Amount
Remainder of 2025	$ 788
2026	1,887
2027	1,345
2028	1,108
2029	140
Total unrecognized stock-based compensation expense	$ 5,268

The amounts included in this table are based on restricted stock units, performance stock units, and stock options outstanding at September 30, 2025 and assumes the requisite service period is fulfilled for all awards outstanding. Actual stock-based compensation expense in future periods may vary from those reflected in the table.

Note 14. Loss per Share

The following is a reconciliation of the numerator (loss) and the denominator (number of shares) used in the basic and diluted loss per share calculations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net loss attributable to common stockholders	$ (3,713)	$ (1,502)	$ (32,822)	$ (12,702)
Weighted average number of shares of common stock	12,044	11,604	11,920	11,481
Basic and diluted net loss per share	$ (0.31)	$ (0.13)	$ (2.75)	$ (1.11)

As the Company has reported a net loss for all periods presented, basic and diluted net loss per share attributable to common stockholders are the same for those periods. The Company excluded the following amounts of equity securities from its diluted loss per share calculations for the three and nine months ended September 30, 2025 and 2024 because their effect was anti-dilutive:

	Three and Nine Months Ended September 30,	
	2025	2024
Series A Redeemable Convertible Preferred Stock	7,940	7,940
Series A Warrants and Series B Warrants	4,367	4,367
Restricted stock awards and units	951	809
Outstanding stock options	1,828	1,867

(In thousands, except per share amounts)

The anti-dilutive weighted average shares excluded from the diluted loss per share calculations were:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Series A Redeemable Convertible Preferred Stock	7,940	7,940	7,940	7,940
Series A Warrants	1,762	1,027	1,758	910
Series B Warrants	1,657	738	1,652	592
Restricted stock awards and units	444	390	512	325
Outstanding stock options	1,036	1,250	1,013	1,389
Total	12,839	11,345	12,875	11,156

Note 15. Segment Information

The Company's CODM is its Chief Executive Officer. The Company has determined that it operates in one operating segment and one reportable segment as the CODM reviews financial information presented on an entity-wide basis for purposes of making operating decisions, allocating resources, and evaluating financial performance. The CODM uses revenue and net loss to assess segment performance and allocate resources by comparing actual results to budget. The measure of segment assets is reported on the balance sheet as total consolidated assets. As of September 30, 2025 and December 31, 2024, 99% and 98% of long-lived assets were in the United States, respectively. Revenue is attributed to a geographic region based on the location of the customer, refer to Note 3, *Revenue from Contracts with Customers*.

A reconciliation of significant segment expenses to net loss is below:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenue	$ 14,316	$ 13,539	$ 42,410	$ 36,763
Less:				
Personnel expense	6,881	5,875	20,667	18,262
Acquisition-related costs	5,275	—	13,674	—
Other cost of revenue[1]	4,741	4,394	12,072	9,623
Other research and development expense[1]	391	252	1,194	885
Other sales and marketing expense[1]	1,051	874	3,925	3,424
Other general and administrative expense[1]	1,565	1,717	4,964	5,394
Stock-based compensation expense	835	666	2,245	1,996
Change in fair value of warrant liabilities	(3,734)	410	13,648	3,838
Impairment of intangible assets	—	—	—	3,729
Depreciation expense	928	774	2,637	2,087
Amortization expense	229	232	691	738
Other income, net	(133)	(153)	(485)	(511)
Net loss	$ (3,713)	$ (1,502)	$ (32,822)	$ (12,702)

[1] The Company deducts personnel expense, stock-based compensation expense, depreciation expense, and amortization expense from GAAP expenses to arrive at other costs and expenses.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed financial statements and the related notes included elsewhere in this Quarterly Report, as well as the audited financial statements and the related notes thereto, and the discussion under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 (the "Annual Report"). Some of the information contained in this discussion and analysis or set forth elsewhere in this Quarterly Report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks, uncertainties and other factors that could cause actual results to differ materially from those made, projected or implied in the forward-looking statements. Please see the "Risk Factors Summary" and "Risk Factors" sections for a discussion of the uncertainties, risks and assumptions associated with these statements.

Overview

We are a commercial-stage medical device company focused on designing, developing and marketing advanced laser systems for the treatment of cataracts and the management of pre-existing or surgically induced corneal astigmatism. Our systems incorporate a range of proprietary technologies designed to assist the surgeon in obtaining better visual outcomes, efficiency and reproducibility by providing advanced imaging, simplified procedure planning, efficient design and precision. We believe the cumulative effect of these technologies results in a laser system that can be quickly and efficiently integrated into a surgeon's existing practice, is easy to use and provides surgeons the ability to deliver improved visual outcomes more efficiently.

Our current product portfolio includes the LENSAR Laser System, or LLS, and the ALLY Robotic Cataract Laser System™, or ALLY System, (collectively, the Systems) and its associated consumable components. The consumable portion of the system consists of a disposable patient interface device kit, or PID kit, and the system also requires a procedure license. Each procedure on each system requires the use of a PID kit. The PID kit includes a suction ring, vacuum filter and fluidic connection that are designed to facilitate placement of the laser while minimizing a patient's discomfort, intraocular pressure and trauma to the retina and maintaining corneal integrity. The procedure license is downloaded onto the system as required or as purchased by the customer. The system will not perform a procedure without a valid license. We sell licenses individually and also offer licenses in a subscription package with minimum monthly obligations and the ability to increase procedure numbers as the practice grows to address occasional increases in demand. We believe this structure allows the surgeon to implement a budget while also providing us with a predictable revenue stream.

We are focused on continuous innovation and have launched our proprietary next generation ALLY System. The ALLY System is designed to transform premium cataract surgery by utilizing our advanced robotic technologies with the ability to perform the entire procedure in a sterile operating room or in-office surgical suite, delivering operational efficiencies and reducing overhead. Our ALLY System received clearance from the U.S. Food and Drug Administration, or FDA, in June 2022. The ALLY System is available to all U.S. and European Union, or EU, cataract surgeons and has also received regulatory clearance in India, Taiwan, South Korea, as well as certain other countries. In addition, we are pursuing an additional marketing or certification application through our distributor in China, but this process could take multiple years. Our growth, market presence and ability to sell the ALLY System will depend on whether the ALLY System receives additional regulatory clearances or certifications and the timing of these clearances or certifications, among other factors. Our future revenue and cash flows will depend on, among other factors, our installed base of Systems and the timing of and applicable clearances for our ALLY System.

We have built and are continuing to grow our commercial organization, which includes a direct sales force in the United States and distributors in Germany, China, India, South Korea and other targeted international markets. We believe there is significant opportunity for us to expand our presence in these countries and other markets and regions, subject to applicable regulatory clearance or certification. In the United States, we sell our products through a direct sales organization that, as of September 30, 2025, consisted of approximately 75 commercial professionals, including regional sales managers, clinical applications and outcomes specialists, field service, marketing, technical and customer support personnel. We manufacture our Systems at a facility in Orlando, Florida. We purchase custom and off-the-shelf components from a number of suppliers, including some single-source suppliers. We purchase the majority of our components and major assemblies through purchase orders with limited long-term supply agreements and generally do not maintain large volumes of finished goods. We strive to maintain enough inventory of our various component parts to avoid the impact of potential disruptions in the supply chain; however, availability of these components can be outside of our control.

Our revenue increased from $13.5 million for the three months ended September 30, 2024 to $14.3 million for the three months ended September 30, 2025, representing an increase of 6%, primarily due to increased procedure volume. Our net loss was $3.7 million and $1.5 million for the three months ended September 30, 2025 and 2024, respectively. Our revenue increased from $36.8 million for the nine months ended September 30, 2024 to $42.4 million for the nine months ended September 30, 2025, representing an increase of 15%, primarily due to increased ALLY System placements and procedure volume. Our net loss was $32.8 million and $12.7 million for

the nine months ended September 30, 2025 and 2024, respectively. Our installed base of Systems is approximately 425 as of September 30, 2025.

Proposed Acquisition by Alcon

On March 23, 2025, we entered into an Agreement and Plan of Merger (the "Merger Agreement"), with Alcon Research, LLC ("Alcon") and VMI Option Merger Sub, Inc. ("Merger Sub"). The Merger Agreement provides that, subject to the terms and conditions set forth in the Merger Agreement, Merger Sub will merge with and into the Company (the "Merger"), with the Company continuing as the surviving corporation of the Merger and as a wholly-owned subsidiary of Alcon. Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), each share of our common stock outstanding immediately prior to the Effective Time (subject to certain customary exceptions specified in the Merger Agreement) will be cancelled and converted automatically into the right to receive (i) $14.00 in cash, without interest, and subject to applicable taxes, plus (ii) one contingent value right per share, representing the right to receive one contingent payment of $2.75 in cash, without interest, upon achievement of 614,000 cumulative procedures with the Company's products between January 1, 2026 and December 31, 2027. The Merger Agreement contains customary covenants and agreements, including with respect to the operations of our business between signing and closing. In addition, the Merger Agreement includes customary termination rights for us and Alcon. Upon termination of the Merger Agreement in certain circumstances, we would be required to pay Alcon a termination fee of $8.5 million.

On May 21, 2025, the Company and Alcon each received a request for additional information and documentary material, or a Second Request, from the Federal Trade Commission, or the FTC, in connection with the FTC's review of the Merger. The effect of the Second Request is to extend the waiting period imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or the HSR Act, until 30 days after the Company and Alcon have certified substantial compliance with the Second Request, unless that period is extended voluntarily by the Company and Alcon or terminated sooner by the FTC. Both the Company and Alcon are promptly responding to the Second Request and continue to work cooperatively with the FTC in its review of the Merger. The Company expects that the Merger will be completed in the first quarter of 2026, subject to the expiration or termination of the waiting period under the HSR Act and the satisfaction or waiver of the other closing conditions specified in the Merger Agreement, including approval by our stockholders, which occurred on July 2, 2025.

We received $10.0 million as a cash deposit towards the aggregate consideration, which is classified as a current liability on the condensed balance sheet at September 30, 2025. The deposit will be held in accordance with the terms of the Merger Agreement. In connection with a termination of the Merger Agreement under certain specified circumstances, including if Alcon breaches its obligations such that we are entitled to terminate the Merger Agreement or the Merger has not been successfully completed by April 23, 2026, subject to an extension under certain circumstances solely at the election of Alcon to July 23, 2026, a governmental authority of competent jurisdiction has issued a final non-appealable governmental order prohibiting the Merger, and, at the time of such termination, the only remaining conditions to closing relate to certain regulatory approvals, we will be permitted to keep the deposit. If the Merger Agreement is terminated for any other reason, we shall refund the deposit to Alcon. Additionally, we have incurred acquisition-related costs of approximately $5.3 million and $13.7 million in the three and nine months ended September 30, 2025, respectively. Of the $13.7 million in acquisition-related costs incurred, $9.3 million is classified as accounts payable and $2.1 million is classified as accrued liabilities on the condensed balance sheet at September 30, 2025. The majority of these amounts will be due, and some are contingent, upon closing of the Merger.

Factors to Consider

We operate in a highly competitive environment that involves a number of risks, some of which are beyond our control. We are subject to risks common to medical device companies, including risks inherent in:

- our laser system development and commercialization efforts;
- clinical studies;
- uncertainty of regulatory actions and marketing approvals or certifications;
- reliance on a network of international distributors and a network of suppliers;
- levels of coverage and reimbursement by government or other third-party payors for procedures using our products;
- patients' willingness and ability to pay for procedures with significant costs not covered by or reimbursable through government or other third-party payors;
- enforcement of patent and proprietary rights;
- the need for future capital;

- all safety requirements and suggestions regarding patient treatment as required or suggested by health care authorities;
- clearance or certification by regulatory agencies, including the FDA, or notified bodies for our ALLY System;
- supply chain shortages, labor market shifts, tariffs, and price increases resulting from various macroeconomic factors;
- competition associated with our products; and
- reimbursement practices in jurisdictions where procedures using our Systems are performed, such as South Korea.

We cannot provide assurance that we will generate significant revenues or achieve and sustain profitability in the future. In addition, we can provide no assurance that we will have sufficient funding to meet our future capital requirements.

Our revenues and operating expenses are also difficult to predict and depend on several factors, including the level of ongoing research and development requirements necessary to further develop and/or obtain further regulatory clearance or certification of our ALLY System, the number of Systems we manufacture, sell, and lease on an annual basis, the availability of capital and direction from regulatory agencies or notified bodies, which are difficult to predict. We may be able to control the timing and level of research and development and selling, general and administrative expenses, but many of these expenditures will occur irrespective of our actions due to contractually committed activities and payments.

Global economic uncertainty and other factors have impeded global supply chains, resulted in longer lead times and delays in procuring component parts and raw materials, and resulted in inflationary cost increases in certain raw materials, labor and transportation. We expect these inflationary impacts to continue for the foreseeable future. A high rate of inflation in the future, whether due to actual or uncertain impacts from increased tariffs or other trade barriers or other market volatility, may have an adverse effect on our ability to maintain and increase our gross margin or decrease our operating expenses as a percentage of our revenues if our selling prices of our products do not increase as much or more than our increase in costs.

As a result of these and other factors, our historical results are not necessarily indicative of future performance, and any interim results we present are not indicative of the results that may be expected for the full fiscal year.

Components of Our Results of Operations

Revenue

Total revenue comprises product revenue, service revenue and lease revenue. We derive product revenue from the sale of our Systems and sales of our PIDs and procedure licenses to our surgeon customers and to our distributors outside the United States. A PID and procedure license, which may also be referred to as an application license, is required to perform each procedure using our laser system. A procedure license represents a one-time right to utilize the system surgical application in connection with a surgery procedure. Service revenue is derived from the sale of extended warranties for our Systems that provide additional maintenance and service beyond our standard limited warranty. In some situations, we lease our Systems to surgeons, primarily through non-cancellable leases with a fixed lease payment. The following table provides information about revenue and revenue attributable to recurring sources, which we consider to be all components of our revenue except for sales of our Systems:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(Dollars in thousands)	**2025**	**2024**	**2025**	**2024**
System	$ 3,546	$ 3,660	$ 8,754	$ 7,404
Recurring revenue:				
Procedure	7,821	6,918	24,441	20,141
Lease	1,560	1,724	5,089	5,623
Service	1,389	1,237	4,126	3,595
Total recurring revenue	$ 10,770	$ 9,879	$ 33,656	$ 29,359
Total revenue	$ 14,316	$ 13,539	$ 42,410	$ 36,763
Recurring revenue %	75%	73%	79%	80%

Cost of Revenue

Total cost of revenue comprises cost of product revenue, cost of lease revenue and cost of service revenue. Cost of product revenue primarily consists of the raw materials used in the manufacture of our products, plant overhead, personnel costs, such as salaries and wages, including stock-based compensation and benefits, packaging costs, depreciation expense, freight and other related costs, which include shipping, inspection and excess and obsolete inventory charges. Cost of service revenue primarily consists of costs associated

with providing maintenance services under our standard limited warranty as well as extended warranty contracts. Cost of lease revenue primarily consists of depreciation expense associated with leased equipment and shipping costs associated with delivery of these Systems.

Selling, General and Administrative Expense

Our selling, general and administrative expenses consist primarily of acquisition-related costs, personnel costs, such as salaries and wages, including stock-based compensation and benefits, professional fees, marketing, insurance, travel and other expenses. We are continuing to grow our sales efforts in the United States. We expect our selling, general and administrative expenses to continue to increase in association with our planned growth and pending Merger with Alcon.

Research and Development Expense

Our research and development expenses consist primarily of engineering, product development, clinical studies to develop and support our products, personnel costs, such as salaries and wages, including stock-based compensation and benefits, regulatory expenses, and other costs associated with products and technologies that are in development. Currently, our research and development expense primarily consists of costs associated with the continued development of our next generation system, the ALLY System, which combines all of the features from our LLS with a dual-modality laser, integrated in a small, compact cataract treatment system that is designed to allow surgeons to perform a sterile laser-assisted cataract surgery in a single operating room or in-office surgical suite.

Amortization of Intangible Assets

Intangible assets with finite useful lives consist primarily of acquired trademarks, acquired technology, and customer relationships. Acquired trademarks and acquired technology are amortized on a straight-line basis over their estimated useful lives of 15 to 20 years. Customer relationships are amortized on a straight-line basis or a double declining basis over their estimated useful lives up to 20 years, based on the method that better represents the economic benefits to be obtained.

Change in Fair Value of Warrant Liabilities

The change in fair value of warrant liabilities consists of the change in estimated fair value of the warrant liabilities using recently quoted market prices of the Company's common stock and the Black-Scholes option pricing model.

Income Taxes

Changes in our tax rates or exposure to additional tax liabilities could adversely affect our earnings and financial condition. On July 4, 2025, new U.S. tax legislation was signed into law (known as the “One Big Beautiful Bill Act” or “OBBBA”) which makes permanent many of the tax provisions enacted in 2017 as part of the Tax Cuts and Jobs Act that were set to expire at the end of 2025. In addition, the OBBBA makes changes to certain U.S. corporate tax provisions, but many are generally not effective until 2026. Based on the Company’s current analysis of the provisions, the Company determined that the tax law changes do not have a material impact on the Company’s 2025 financial statements; however, the Company will continue to evaluate their impact on future periods.

Seasonality

We have historically experienced seasonal variations in the sales and leases of our products, with our fourth quarter typically being the strongest and the first quarter being the slowest. We believe these seasonal variations are consistent across our industry.

Results of Operations

Comparison of the Three and Nine Months Ended September 30, 2025 and 2024

(Dollars in thousands)	Three Months Ended September 30, 2025	2024	Change from Prior Year (%)	Nine Months Ended September 30, 2025	2024	Change from Prior Year (%)
Revenue						
Product	$ 11,367	$ 10,578	7%	$ 33,195	$ 27,545	21%
Lease	1,560	1,724	(10)%	5,089	5,623	(9)%
Service	1,389	1,237	12%	4,126	3,595	15%
Total revenue	$ 14,316	$ 13,539	6%	$ 42,410	$ 36,763	15%
Cost of revenue (excluding intangible amortization)						
Product	$ 5,649	$ 4,473	26%	$ 14,430	$ 10,914	32%
Lease	909	790	15%	2,598	2,056	26%
Service	1,722	2,010	(14)%	5,197	5,050	3%
Total cost of revenue	$ 8,280	$ 7,273	14%	$ 22,225	$ 18,020	23%

Revenue

Three Months Ended September 30, 2025 compared with the Three Months Ended September 30, 2024

Total revenue for the three months ended September 30, 2025 increased by $0.8 million, or 6%, compared to the three months ended September 30, 2024.

Product revenue for the three months ended September 30, 2025 increased by $0.8 million, or 7%, compared to the three months ended September 30, 2024. The increase was primarily attributable to increased procedure volume of $0.9 million.

The following table provides information about procedure volume:

	2025	2024	2023
Q1	52,347	39,486	31,600
Q2	52,100	42,203	35,349
Q3	46,811	42,231	32,649
Q4	—	45,586	37,414
Total procedure volume	151,258	169,506	137,012

Service revenue for the three months ended September 30, 2025 increased by $0.2 million, or 12%, compared to the three months ended September 30, 2024. Our U.S. sales represented 68% and 52% of product and service revenue for the three months ended September 30, 2025 and 2024, respectively.

Lease revenue for the three months ended September 30, 2025 decreased by $0.2 million, or 10%, compared to the three months ended September 30, 2024. The decrease was primarily attributable to a decrease in the number of leased LLS units, partially offset by an increase in leased ALLY Systems.

The U.S. government has recently implemented significant changes in U.S. trade policy and taken certain actions that have impacted our business, including imposing tariffs on certain goods imported into the United States. Some of these changes have triggered retaliatory actions by affected countries that could negatively impact demand for our products in these regions. The imposition of tariffs have increased the cost of the raw materials used in our ALLY Systems and PIDs. To date, we have not increased sales prices to our customers resulting in a reduction in our gross margin.

Nine Months Ended September 30, 2025 compared with the Nine Months Ended September 30, 2024

Total revenue for the nine months ended September 30, 2025 increased by $5.6 million, or 15%, compared to the nine months ended September 30, 2024.

Product revenue for the nine months ended September 30, 2025 increased by $5.7 million, or 21%, compared to the nine months ended September 30, 2024. The increase was primarily attributable to increased ALLY System sales of $1.4 million and increased procedure volume of $4.3 million.

Service revenue for the nine months ended September 30, 2025 increased by $0.5 million, or 15%, compared to the nine months ended September 30, 2024. Our U.S. sales represented 62% and 64% of product and service revenue for the nine months ended September 30, 2025 and 2024, respectively.

Lease revenue for the nine months ended September 30, 2025 decreased by $0.5 million, or 9%, compared to the nine months ended September 30, 2024. The decrease was primarily attributable to a decrease in the number of leased LLS units, partially offset by an increase in leased ALLY Systems.

Cost of Revenue

Three Months Ended September 30, 2025 compared with the Three Months Ended September 30, 2024

Total cost of revenue for the three months ended September 30, 2025 increased by $1.0 million, or 14%, compared to the three months ended September 30, 2024.

Cost of product revenue for the three months ended September 30, 2025 increased by $1.2 million, or 26%, compared to the three months ended September 30, 2024. The increased cost of product revenue was attributable to increased costs of components due to tariffs and other inflationary pressures, as well as an increase in the volume of procedure licenses sold.

We import certain raw materials for our ALLY System and PIDs from regions that have been be impacted by the tariffs imposed by the U.S. government. This has resulted in an increase in the cost of our products and a negative impact to our gross profit margin.

Cost of service revenue for the three months ended September 30, 2025 decreased by $0.3 million, or 14%, compared to the three months ended September 30, 2024.

Cost of lease revenue for the three months ended September 30, 2025 increased by $0.1 million, or 15%, compared to three months ended September 30, 2024. The increase was primarily attributable to the depreciation of leased Systems as the number of leased Systems continued to grow.

Nine Months Ended September 30, 2025 compared with the Nine Months Ended September 30, 2024

Total cost of revenue for the nine months ended September 30, 2025 increased by $4.2 million, or 23%, compared to the nine months ended September 30, 2024.

Cost of product revenue for the nine months ended September 30, 2025 increased by $3.5 million, or 32%, compared to the nine months ended September 30, 2024. The increased cost of product revenue was attributable to increased Systems sales and procedure license volume, as well as increased costs of components due to tariffs and other inflationary pressures.

Cost of service revenue for the nine months ended September 30, 2025 increased by $0.1 million, or 3%, compared to the nine months ended September 30, 2024.

Cost of lease revenue for the nine months ended September 30, 2025 increased by $0.5 million, or 26%, compared to the nine months ended September 30, 2024. The increase was primarily attributable to the depreciation of leased Systems as the number of leased Systems continued to grow.

Operating Expenses

Three Months Ended September 30, 2025 compared with the Three Months Ended September 30, 2024

Selling, General and Administrative. Selling, general and administrative expenses for the three months ended September 30, 2025 increased by $5.9 million, or 98%, compared to the three months ended September 30, 2024. General and administrative expenses increased in the period due to acquisition-related costs of approximately $5.3 million incurred in conjunction with the pending Merger with Alcon and increased sales and marketing expenses supporting the continued ALLY System growth in placements and procedures.

Research and Development. Research and development expenses for the three months ended September 30, 2025 increased by $0.2 million, or 14%, compared to the three months ended September 30, 2024.

Amortization of Intangible Assets. Amortization of intangible assets was $0.2 million for the three months ended September 30, 2025, consistent with the three months ended September 30, 2024.

Nine Months Ended September 30, 2025 compared with the Nine Months Ended September 30, 2024

Selling, General and Administrative. Selling, general and administrative expenses for the nine months ended September 30, 2025 increased by $15.2 million, or 77%, compared to the nine months ended September 30, 2024. General and administrative expenses increased in the quarter due to acquisition-related costs of approximately $13.7 million incurred in conjunction with the pending Merger with Alcon and increased sales and marketing expenses supporting the continued ALLY System growth in placements and procedures.

Research and Development. Research and development expenses for the nine months ended September 30, 2025 increased by $0.3 million, or 8%, compared to the nine months ended September 30, 2024.

Amortization of Intangible Assets. Amortization of intangible assets was $0.7 million for the nine months ended September 30, 2025, consistent with the nine months ended September 30, 2024.

Non-Operating Income and Expense, Net

Non-operating income and expenses, net for the three months ended September 30, 2025 were $3.9 million of income as compared to $0.3 million of expense for the three months ended September 30, 2024. Non-operating income and expenses consisted primarily of the change in fair value of warrant liabilities in each period.

Non-operating income and expenses, net for the nine months ended September 30, 2025 were $13.2 million as compared to $3.3 million for the nine months ended September 30, 2024. Non-operating income and expenses consisted primarily of the change in fair value of warrant liabilities in each period.

Non-GAAP Financial Measures

We prepare and analyze operating and financial data and non-GAAP measures to assess the performance of our business, make strategic and offering decisions and build our financial projections. The key non-GAAP measures we use, EBITDA and Adjusted EBITDA, are reconciled to net loss below for the three and nine months ended September 30, 2025 and 2024.

	Three Months Ended September 30,		Nine Months Ended September 30,	
(Dollars in thousands)	**2025**	**2024**	**2025**	**2024**
Net loss	$ (3,713)	$ (1,502)	$ (32,822)	$ (12,702)
Less: Interest income	(133)	(153)	(485)	(511)
Add: Depreciation expense	928	774	2,637	2,087
Add: Amortization expense	229	232	691	738
EBITDA	(2,689)	(649)	(29,979)	(10,388)
Add: Stock-based compensation expense	850	668	2,270	2,003
Add: Change in fair value of warrant liabilities	(3,734)	410	13,648	3,838
Add: Acquisition-related costs	5,275	—	13,674	—
Add: Impairment of intangible assets	—	—	—	3,729
Adjusted EBITDA	$ (298)	$ 429	$ (387)	$ (818)

EBITDA is defined as net loss before interest expense, interest income, income tax expense, depreciation and amortization expenses. EBITDA is a non-GAAP financial measure. EBITDA is included in this filing because we believe that EBITDA provides meaningful supplemental information for investors regarding the performance of our business and facilitates a meaningful evaluation of actual results on a comparable basis with historical results. Adjusted EBITDA is also a non-GAAP financial measure. We believe Adjusted EBITDA, which is defined as EBITDA and further excluding stock-based compensation expense, change in fair value of warrant liabilities, acquisition-related costs, and impairment of intangible assets provides meaningful supplemental information for investors when evaluating our results and comparing us to peer companies as stock-based compensation expense and change in fair value of warrant liabilities are significant non-cash charges, impairment of intangible assets is a non-cash charge that is not indicative of our core operating results and acquisition-related costs are not recurring. We use these non-GAAP financial measures in order to have comparable financial results to analyze changes in our underlying business from quarter to quarter. However, there are a number of limitations related to the use of non-GAAP measures and their nearest GAAP equivalents. For example, other companies may calculate non-GAAP measures differently, or may use other measures to calculate their financial performance and, therefore, any non-GAAP measures we

use may not be directly comparable to similarly titled measures of other companies. Investors should not consider our non-GAAP financial measures in isolation or as a substitute for an analysis of our results as reported under GAAP.

Liquidity and Capital Resources

Overview

For the nine months ended September 30, 2025 and 2024, we had net losses of $32.8 million and $12.7 million, respectively, and as of September 30, 2025, we had an accumulated deficit of $176.1 million. The change in fair value of warrant liabilities increased net loss by $13.6 million in the nine months ended September 30, 2025, and it is difficult to predict how the fair value of warrant liabilities will impact our future results. The change in fair value of the warrant liability was a result of an increase in the Company's stock price of approximately 38% during the nine months ended September 30, 2025. We expect to continue to incur losses and operating cash outflows for the near-term future. In addition, acquisition-related costs have been significant and we will continue to incur these costs while the Merger process is ongoing. As of September 30, 2025, $13.7 million in acquisition-related costs have been incurred, of which $9.3 million is classified as accounts payable and $2.1 million is classified as accrued liabilities on the condensed balance sheet at September 30, 2025. The majority of these amounts will be due, and some are contingent, upon closing of the Merger.

Our liquidity needs will be largely determined by our ability to successfully commercialize our products and the progression, additional regulatory clearances or certifications and launch of the ALLY System in additional jurisdictions in the future, as well as the projected first quarter 2026 closing of the Merger.

The ALLY System has received regulatory approval in the United States, India, Taiwan, South Korea, as well as certain other countries, and certification in the EU. In addition, we are pursuing an additional marketing or certification application through our distributor in China, but this process could take multiple years. Our growth, market presence and ability to sell the ALLY System will depend on whether the ALLY System receives additional regulatory clearances or certifications and the timing of these clearance or certifications, among other factors. In addition, our future revenue and cash flows will depend on, among other factors, our installed base of Systems, acquisition-related costs, and the timing of and applicable clearances for our ALLY System.

We expect selling, general and administrative expenses to increase from current levels to support the expansion efforts in the U.S. and internationally for the ALLY System and acquisition-related costs associated with the pending Merger. The successful commercialization of the ALLY System depends in part on the Company's ability to produce the ALLY System in sufficient quantities, within requested timing and at an acceptable price to satisfy customer demand.

Our primary sources of liquidity are our cash and cash equivalents, cash from the sale and lease of our Systems and the sale of our consumables. In addition, we received a $10.0 million cash deposit toward the aggregate consideration of the Merger. The deposit is considered the property of Alcon, however, we will be permitted to keep the deposit on specified circumstances such as where the Merger is terminated or not completed by a specified agreed date. We maintain cash balances with financial institutions in excess of insured limits. As discussed above, ongoing global supply chain disruptions, inflationary pressures, acquisition-related costs, recently enacted tariffs, and other macroeconomic conditions have negatively affected our capital requirements and more operating capital may be needed to fund our operations in the future. We have also experienced some reduced activity by our distributors following the announcement of the Merger, and we have adjusted our purchasing and production to manage our inventory accordingly. Our results could be adversely impacted if the Merger is not consummated when expected and our distributors do not resume their sales activity to previous levels. Based on our current operating plan and expected Merger closing timing, we believe we have sufficient cash and cash equivalents on hand to support current operations for at least one year from the date of issuance of the financial statements included in this Quarterly Report.

In the future, we may need to raise additional capital through equity or debt financings, borrowings under credit facilities or from other sources to continue our operations. We may issue securities, including common stock, preferred stock, warrants, and/or debt securities through private placement transactions or registered public offerings in the future. If we issue equity securities to raise additional capital, our existing stockholders may experience dilution, and the new equity securities may have rights, preferences and privileges senior to those of our existing stockholders. Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt. Any debt financing or additional equity that we raise may contain terms that are not favorable to us or our stockholders. In addition, if we raise additional capital through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products, potential products or proprietary technologies, or grant licenses on terms that are not favorable to us.

We expect our revenue and expenses to increase in connection with our on-going operating activities, particularly as we continue to execute on our growth strategy (including expansion of our sales and customer support teams, as well as increasing our fleet of equipment under lease), and we expect to incur additional acquisition-related costs associated with progressing the Merger with Alcon. The primary factors determining our cash needs are the funding of operations, which we expect to continue to expand as the business grows, and

enhancing our product offerings through the commercialization of the ALLY System. Our future liquidity needs, and ability to address those needs, will largely be determined by acquisition-related costs, the success of our commercial efforts and those of our distributors; the ongoing impact of global macroeconomic conditions, tariffs and other supply chain issues on our business; and the timing, scope and magnitude of our commercial and development activities.

In May 2023, we entered into a Securities Purchase Agreement, or SPA, with NR-GRI Partners, LP, or NR-GRI, whereby we sold to NR-GRI, for an aggregate purchase price of $20.0 million, an aggregate of 20,000 shares of a newly established series of preferred stock designated as "Series A Convertible Preferred Stock, par value $0.01 per share", which has a stated value of $1,000 per share and is convertible into shares of the Company's common stock, and warrants, the Warrants, to purchase an aggregate of 4.4 million shares of our common stock, the Private Placement. Fifty percent of the Warrants have an exercise price equal to $2.45 per share, and 50% of the Warrants have an exercise price equal to $3.0625 per share, subject in each instance to adjustments as provided under the terms of the Warrants. Net proceeds from the transaction were approximately $19.1 million after offering expenses. The Series A Redeemable Convertible Preferred Stock, if converted, would result in the issuance of 7.9 million shares of our common stock. Additionally, the terms of our Series A Redeemable Convertible Preferred Stock restrict our ability to incur debt in excess of $1.0 million or issue new shares in an amount greater than 10% of our outstanding common stock as of May 18, 2023 without the approval of the holder of the Series A Redeemable Convertible Preferred Stock (subject to certain exceptions).

Our ability to raise additional funds will depend, among other factors, on the timing of the Merger, as well as financial, economic and market conditions, many of which are outside of our control, and we may be unable to raise financing when needed, or on terms favorable to us. If the necessary funds are not available from these sources, we may have to delay, reduce or suspend the scope of our sales and marketing efforts, research and development activities, or other components of our operations. Any of these events could adversely affect our ability to achieve our business and financial goals or to achieve or maintain profitability and could have a material adverse effect on our business, financial condition and results of operations. Additionally, the extent and duration of the impact that global economic uncertainty may have on our stock price and on those of other companies in our industry is highly uncertain and may make us look less attractive to investors and, as a result, there may be a less active trading market for our common stock, our stock price may be more volatile, and our ability to raise capital could be impaired, which could in the future negatively affect our liquidity and financial position.

Our material contractual obligations and commercial commitments at September 30, 2025 primarily consist of $2.9 million in operating lease liabilities for our facility lease and $15.8 million in remaining minimum purchase obligations for inventory components for the manufacture and supply of certain components within the next 21 months. In addition, as of September 30, 2025, $13.7 million in acquisition-related costs have been incurred, of which $9.3 million is classified as accounts payable and $2.1 million is classified as accrued liabilities on the condensed balance sheet at September 30, 2025. The majority of these amounts will be due, and some are contingent, upon closing of the Merger.

Our contractual obligations have increased due to supply chain issues that have necessitated us to enter into longer-term and more expensive per unit contracts to build and source inventory to satisfy the expected commercial demand for the ALLY System, if approved by regulatory authorities or certified by notified bodies in the applicable regions. We expect to meet these requirements through cash and cash equivalents and cash provided by operations. Some of these amounts are based on management's estimates and assumptions about these obligations, including their duration, timing, anticipated actions by third parties and other factors. Because these estimates and assumptions are necessarily subjective, the obligations we will actually pay in future periods may vary from those described. In connection with the proposed Merger with Alcon, we expect to incur additional liabilities, which primarily represents transaction fees, some of which are contingent upon the consummation of the Merger.

Cash Flows

The following table summarizes, for the periods indicated, selected items in our condensed statements of cash flows:

	Nine Months Ended September 30,	
(Dollars in thousands)	**2025**	**2024**
Net cash used in operating activities	$ (15,449)	$ (5,932)
Net cash used in investing activities	(2,961)	(4,153)
Net cash provided by (used in) financing activities	9,784	(94)
Net decrease in cash and cash equivalents	$ (8,626)	$ (10,179)

Operating Activities

Net cash used in operating activities for the nine months ended September 30, 2025 was $15.4 million, consisting primarily of a net loss of $32.8 million and a decrease in net operating assets of $2.1 million, partially offset by non-cash charges of $19.4 million. The decrease

in net operating assets was primarily due to changes in inventories, partially offset by accounts payable. Non-cash charges primarily consisted of depreciation, amortization, stock-based compensation, and change in fair value of warrant liabilities.

Net cash used in operating activities for the nine months ended September 30, 2024 was $5.9 million, consisting primarily of a net loss of $12.7 million and a decrease in net operating assets of $6.0 million, partially offset by non-cash charges of $12.7 million. The decrease in net operating assets was primarily due to changes in inventories. Non-cash charges primarily consisted of impairment of intangible assets, depreciation, amortization, stock-based compensation, and change in fair value of warrant liabilities.

Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2025 was $3.0 million, consisting primarily of investment purchases, offset by maturities of investments.

Net cash used in investing activities for the nine months ended September 30, 2024 was $4.2 million, consisting primarily of the purchase of investments, offset by investment maturities.

Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2025 was $9.8 million, consisting primarily of the acquisition-related deposit received from Alcon.

Net cash used in financing activities for the nine months ended September 30, 2024 was not significant.

Critical Accounting Estimates

The preparation of financial statements and related disclosures in conformity with U.S. Generally Accepted Accounting Principles, or GAAP, and the discussion and analysis of our financial condition and operating results require our management to make judgments, assumptions and estimates that affect the amounts reported in our condensed financial statements. Management bases its estimates on historical experience and on various other assumptions it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities. The impact of accounting estimates and judgments on our financial condition and results of operations due to global macroeconomic conditions has introduced additional uncertainties. We evaluate our estimates and assumptions on an ongoing basis. Actual results may differ from these estimates and such differences may be material.

There have been no significant and material changes in our critical accounting estimates during the three months ended September 30, 2025, as compared to those disclosed in “Management's Discussion and Analysis of Financial Condition and Results of Operations” included in the Annual Report.

Recently Issued Accounting Standards

See Note 2, *Summary of Significant Accounting Policies*, to our unaudited condensed financial statements included in this Quarterly Report for a discussion of recently adopted accounting pronouncements and recently issued accounting pronouncements not yet adopted as of September 30, 2025.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We had cash, cash equivalents and short-term and long-term investments of $16.9 million as of September 30, 2025. We generally hold our cash and cash equivalents in interest-bearing bank accounts, money market funds, and U.S. treasury bills. In addition, we received a $10.0 million cash deposit associated with the Merger, which is included in our cash and investments. The deposit is considered the property of Alcon, and will either be returned to Alcon or will become our property pursuant to the terms of the Merger Agreement. Our investments consist primarily of U.S. treasury bills and agency bonds, as well as certificates of deposit. All our investments are classified as available-for-sale. Our cash and cash equivalents are held in deposit demand accounts at large financial institutions in amounts in excess of the Federal Deposit Insurance Corporation, or FDIC, insurance coverage limit of $250,000 per depositor, per FDIC-insured bank, per ownership category. Management has reviewed the financial situation and government guarantees to depositors, if applicable, of the financial institutions and believes there to be little or no credit risk to us. A hypothetical 10% change in interest rates would not have had a material impact on the value of our cash and cash equivalents as of September 30, 2025.

Financial instruments that potentially subject us to concentrations of credit risk principally consist of accounts receivable and notes receivable. We limit our credit risk with respect to accounts receivable and notes receivable by performing credit evaluations when deemed necessary, but we do not require collateral to secure amounts owed to us by our customers. We do have the ability to disable a system's ability to operate for lack of payment and, in the case of notes receivable, repossess the system if scheduled payments lapse. As of September 30, 2025, one customer accounted for approximately 11% of our accounts receivable, net.

We currently have limited exposure to foreign currency fluctuations and do not engage in any hedging activities as part of our normal course of business.

Item 4. Controls and Procedures.

Limitations on Effectiveness of Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

The Company's management has evaluated, with the participation of the chief executive officer and the chief financial officer, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report. Based on this evaluation, the chief executive officer and chief financial officer concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level as of September 30, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended September 30, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may become involved in various legal proceedings relating to matters incidental to the proposed Merger and in the ordinary course of our business, including intellectual property, commercial, product liability, employment, class action, whistleblower and other litigation and claims, and governmental and other regulatory investigations and proceedings.

Because litigation is inherently unpredictable, we cannot assure you that the results of any such actions will not have a material adverse effect on our business, results of operations, financial condition or cash flows.

For a description of our legal proceedings, refer to Note 10, *Commitments and contingencies*, to our unaudited consolidated financial statements included elsewhere in this Quarterly Report, which is incorporated herein by reference.

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 Quarterly Report, including our unaudited condensed financial statements and the related notes included elsewhere in this Quarterly Report, as well as our other public filings with the SEC, before deciding to invest in our common stock. If any of the following risks are realized, our business, financial condition, results of operations and prospects, as well as the price of our common stock, could be materially and adversely affected.

Risks Related to the Merger

The conditions under the Merger Agreement to our and Alcon's consummation of the Merger may not be satisfied at all or in the anticipated timeframe.

On March 23, 2025, we entered into the Merger Agreement with Alcon and Merger Sub, pursuant to which Merger Sub will be merged with and into the Company, with the Company surviving the Merger as a wholly-owned subsidiary of Alcon.

Consummation of the Merger is subject to the receipt of certain regulatory approvals; the expiration or termination of any applicable waiting period (and extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976; obtaining all waivers and approvals under certain other specified antitrust laws, as applicable; the absence of any law or order by any governmental authority that would make illegal or otherwise prohibit or prevent the Merger; approval by our stockholders, which occurred on July 2, 2025; and other conditions specified in the Merger Agreement. As a result, there can be no assurance that the Merger will be consummated.

On May 21, 2025, the Company and Alcon each received a Second Request from the FTC, in connection with the FTC's review of the Merger. The effect of the Second Request is to extend the waiting period imposed by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or the HSR Act, until 30 days after the Company and Alcon have certified substantial compliance with the Second Request, unless that period is extended voluntarily by the Company and Alcon or terminated sooner by the FTC.

The Company intends to pursue all required approvals in accordance with the Merger Agreement. However, no assurance can be given that the required approvals will be obtained and, even if all such approvals are obtained, no assurance can be given to the terms, conditions and timing of the approvals or that they will satisfy the terms of the Merger Agreement.

The announcement of, or a failure to consummate, the Merger could negatively impact our business, financial condition, results of operations or our stock price.

Our announcement of having entered into the Merger Agreement could cause a material disruption to our business and there can be no assurance that the conditions to the consummation of the Merger will be satisfied. The Merger Agreement may also be terminated by us and/or Alcon in certain specified circumstances, as described below. We are subject to several risks as a result of the announcement of the Merger Agreement, including, but not limited to, the following:

- if the Merger is not completed within the expected timeframe, or at all, the share price of our common stock will change to the extent that the current market price of our common stock reflects an assumption that the Merger will be consummated;
- certain costs related to the Merger, including the fees and/or expenses of our legal, accounting and financial advisors must be paid even if the Merger is not completed;

- pursuant to the Merger Agreement, we are subject to certain restrictions on the conduct of our business prior to the completion of the Merger, which restrictions could adversely affect our ability to realize certain of our business strategies or take advantage of certain business opportunities;

- the attention of our management may be directed towards the consummation of the Merger and related matters, and their focus may be diverted from the day-to-day business operations of our Company, including from other opportunities that might otherwise be beneficial to us;

- our inability to retain existing key employees or hire new capable employees, given the uncertainty regarding our future, in order to execute on our continuing business operations;

- a failure to complete the Merger within the proposed timeframe, or at all, may result in negative publicity and/or a negative impression of us in the investment community or business community generally;

- difficulties maintaining relationships with collaborators, vendors, and other business partners;

- third parties may determine to terminate and/or attempt to renegotiate their relationship with us as a result of the Merger, whether pursuant to the terms of their existing agreements with us or otherwise;

- upon termination of the Merger Agreement by us or Alcon under specified circumstances, we would be required to pay a termination fee of approximately $8.5 million; and

- we have received a demand from a purported stockholder seeking to inspect certain corporate books and records and could be subject to further litigation related to any failure to complete the Merger.

In addition, our executive officers and directors may have interests in the Merger that are different from, or are in addition to, those of our stockholders generally. These interests include without limitation the following:

- each of our directors and executive officers hold outstanding Company equity awards;

- certain non-employee directors and executive officers hold shares of Company common stock and may be deemed to beneficially own shares of Series A Redeemable Convertible Preferred Stock and are subject to a voting agreement;

- each of our executive officers will receive a prorated annual bonus within five days before the closing date for the fiscal year in which the Effective Time occurs;

- each of our executive officers is a party to an employment agreement that provides for severance benefits upon a qualifying termination of employment in connection with a change in control, which includes the Merger;

- all equity awards held by our executive officers and non-employee directors will vest in full at the Effective Time, under the terms of the applicable award agreement underlying such equity award; and

- certain executive officers may continue to provide employment or other services to Alcon after the Effective Time and may enter into new agreements, arrangements or understandings with Alcon to set forth the terms and compensation of such post-Effective Time service.

The Merger Agreement contains provisions that could make it difficult for a third-party to acquire us prior to the completion of the Merger.

The Merger Agreement contains restrictions on our ability to obtain a third-party proposal for an acquisition of our Company. These provisions include our agreement not to solicit or initiate any additional discussions with third parties regarding other proposals to acquire us, as well as restrictions on our ability to respond to such proposals, subject to fulfillment of certain fiduciary requirements of our Board of Directors. The Merger Agreement also contains certain termination rights, including, under certain circumstances, a requirement for us to pay to Alcon a termination fee of approximately $8.5 million.

These provisions might discourage an otherwise-interested third-party from considering or proposing an acquisition of our Company, even one that may be deemed of greater value to our stockholders than the Merger. Furthermore, even if a third-party elects to propose

an acquisition, the concept of a termination fee may result in that third-party offering a lower value to our stockholders than such third-party might otherwise have offered.

While the Merger Agreement is in effect, we are subject to restrictions on our business activities.

The Merger Agreement includes restrictions on the conduct of our business prior to the completion of the Merger, generally requiring us to use commercially reasonable efforts to conduct our business in the ordinary course consistent with past practice, including using commercially reasonable efforts to preserve its business organization and goodwill and maintain existing relationships with customers, suppliers, officers, employees and creditors. In addition, we are subject to a variety of specified restrictions. Unless we obtain Alcon's prior written consent (which consent may not be unreasonably withheld, conditioned or delayed), except as specifically required by the Merger Agreement or required by applicable law, we may not, among other things and subject to certain exceptions, limitations and qualifications, incur additional indebtedness, issue additional shares of our common stock outside of our equity incentive plans, pay distributions, acquire certain assets or securities, sell or dispose of certain material intellectual property, enter into material contracts other than in the ordinary course of business, or make certain capital expenditures. We may find that these and other contractual restrictions in the Merger Agreement delay or prevent us from responding, or limit our ability to respond, effectively to competitive pressures, industry developments and future business opportunities that may arise during such period, even if our management believes they may be advisable. If any of these effects were to occur, it could materially and adversely impact our operating results, financial position, cash flows or the price of our common stock.

Securities class action and derivative lawsuits in connection with the Merger could result in substantial costs and prevent or delay the consummation of the Merger.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into acquisition or merger agreements. Defending against and settling or otherwise resolving these types of claims can result in substantial costs, including costs associated with indemnification of directors and officers, and divert management time and resources. An adverse judgment in any such litigation relating to the Merger could result in monetary damages, which could have a negative impact on our financial condition. If a plaintiff is successful in obtaining an injunction prohibiting completion of the Merger, that injunction could delay or prevent the Merger from being completed, which could negatively impact our business, financial condition, results of operations or our stock price.

Demand letters relating to the Merger have been received by the Company, which could prevent or delay the completion of the Merger or result in payment of damages.

In connection with the Merger, certain purported stockholders of the Company have sent demand letters (the "Demands") alleging deficiencies and/or omissions regarding the disclosures made in the preliminary proxy statement filed by the Company with the SEC on May 7, 2025 or the definitive proxy statement filed by the Company with the SEC on May 19, 2025. The purported stockholders may not view the Company's cooperative actions in response to the Demands, such as the Company's additional disclosure filed with the SEC on June 25, 2025, as sufficient. In addition, we have received a demand from a purported stockholder seeking to inspect certain corporate books and records, in order to investigate, among other things, purported breaches of fiduciary duty by members of the Company's board of directors in connection with the Merger. These actions could have the effect of increasing the Company's costs, diverting our management's attention and resources, delaying or adversely affecting the Merger or resulting in the payment of damages, which could result in a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Business

Our results have been in the past, and could be in the future, adversely affected by economic uncertainty or deteriorations in economic conditions.

Global economic uncertainty, including due to factors such as increased inflation, and rising interest rates, and increased tariffs and other trade barriers, have contributed to our business and operational performance. If economic uncertainty continues or increases or if economic conditions deteriorate, these conditions may have a material adverse impact on our revenue, profit margins, cash flow and liquidity in the future. In particular, our business is impacted by inflation, such as the recent inflationary pressures related to global supply chain disruptions that have increased the cost of certain raw materials, labor and transportation used in our business. These broad-based inflationary impacts have negatively impacted our financial condition, results of operations and cash flows, and we expect these inflationary impacts to continue for the foreseeable future. A high rate of inflation in the future may have an adverse effect on our ability to maintain and increase our gross margin or decrease our operating expenses as a percentage of our revenues if our selling prices of our products do not increase as much or more than our increase in costs.

We expect to incur operating losses for the near-term future and we cannot assure you that we will be able to generate sufficient revenue to achieve or sustain profitability.

For the years ended December 31, 2023 and 2024, we had net losses of $14.4 million and $31.4 million, respectively, and for the nine months ended September 30, 2024 and 2025, we had net losses of $12.7 million and $32.8 million, respectively. As of September 30, 2025, we had an accumulated deficit of $176.1 million. We expect to continue to incur losses for the near-term future as a result of building our commercial and clinical infrastructure, pursuing further U.S. Food and Drug Administration, or FDA, and other regulatory body clearance or certification of and our further commercial launch of our proprietary, next generation cataract treatment system, known as our ALLY System, and investing in research and development. In addition, as a public company, we will incur significant legal, accounting and other expenses. We cannot make assurances that we will ever generate sufficient revenue from our operations to achieve profitability, and even if we achieve profitability, we cannot be sure that we will remain profitable for any substantial period of time. Our failure to achieve or maintain profitability could negatively affect the value of our securities and our ability to raise capital and continue operations.

We have historically derived our revenue from the sale or lease of our Systems as well as the associated procedure licenses and sale of consumables used in each procedure involving our Systems. The commercial success of our ALLY System will depend upon receipt of additional regulatory clearances or certifications and our ability to maintain and grow significant market acceptance for it.

We have historically derived our revenue from the sale or lease of our Systems and the associated procedure licenses and consumables used in each procedure involving our Systems and expect that this will account for a majority of our revenue in the foreseeable future. Accordingly, our ability to increase revenue is highly dependent on our ability to market and sell or lease our ALLY System and market the associated consumables. The ALLY System has also received certification in the European Union, or EU, and regulatory approval in India, Taiwan, South Korea, and certain other countries. In addition, we are pursuing an additional marketing or certification application through our distributor in China. Our growth, market presence and ability to sell the ALLY System will depend on whether the ALLY System receives additional regulatory clearances or certifications and the timing of these clearances or certifications, among other factors. In addition, our future revenue and cash flows will depend on, among other factors, our installed base of Systems.

Our ability to maintain our market share, execute our growth strategy, achieve commercial success and become profitable will depend upon the adoption and continued acceptance of our LLS and ALLY System by surgeons, hospital outpatient surgical facilities, in-office surgical suites and ambulatory surgery centers, or ASCs. Our systems are currently used in advanced cataract procedures for which surgeon reimbursement continues to decline and patients pay a significant portion of the cost of the procedure. We cannot predict the extent to which patients will continue to seek out these types of procedures. Further, we cannot predict if cataract surgeons will continue to use our LLS or how quickly cataract surgeons will accept the ALLY System, or any planned or future products we introduce, and, if accepted, how frequently any such products will be used. Our current products may not maintain, and our ALLY System or any planned or future products we may develop or market may never gain, broad market acceptance among cataract surgeons and the medical community for the procedures in which they are designed to be used. Our ability to maintain and increase market acceptance of our products depends on a number of factors, including:

- our ability to provide visual outcomes and economic data that show the safety, efficacy, cost effectiveness and other patient benefits from use of our Systems or other future products;
- acceptance by cataract surgeons and others in the medical community of our Systems;
- the potential and perceived advantages and disadvantages of our Systems as compared to competing products;
- the willingness of patients to pay out-of-pocket for procedures in which our Systems or other future products is used but for which limited reimbursement by third-party payors, including government authorities, is available;
- the effectiveness of our sales and marketing efforts, and of those of our international distributors;
- the prevalence and severity of any complications associated with using our Systems;
- the ease of use, reliability and convenience of our Systems relative to competing products;
- competitive response and negative selling efforts from providers of competing products;
- quality of outcomes for patients in procedures in which surgeons use our Systems;

- the results of clinical trials and post-market clinical studies relating to the use of our Systems;
- the technical leadership of our research and development teams;
- the absence of third-party blocking intellectual property;
- our ability to introduce our products to the market with speed and on time with our projected timelines;
- pricing pressure, including from larger, well-capitalized and product-diverse competitors, corporate-owned ASCs, group purchasing organizations, and government payors; and
- the availability of coverage and adequate reimbursement for procedures using our Systems or other future products from third-party payors, including government authorities.

Failure to maintain or increase market acceptance would limit our ability to generate revenue and would have a material adverse effect on our business, financial condition and results of operations.

Our growth depends on our ability to gain regulatory clearances and certifications, as well as our ability to meet production goals for our ALLY System.

The ALLY System, which has received clearance from the FDA, enables cataract surgeons to complete the robotic laser-assisted cataract surgery, or LACS, procedure seamlessly in a single, sterile environment. The ALLY System is available to cataract surgeons in all U.S. and EU jurisdictions and has also received regulatory clearance in India, Taiwan, South Korea, and certain other countries. We are also pursuing an additional marketing or certification application through our distributor in China. In addition, our ability to meet production goals can also be impacted by supply chain interruptions. If we experience supply chain constraints, we may be unable to deliver ALLY Systems as planned.

The success of our ALLY System or any other new product offering or product enhancements we pursue will depend on several factors, including our ability to:

- properly identify and anticipate cataract surgeon and patient needs;
- develop and introduce new products and product enhancements in a timely manner;
- exclude competition based on our intellectual property rights;
- avoid infringing upon the intellectual property rights of third parties;
- demonstrate, if required, the safety and efficacy of new products with data from preclinical studies and clinical trials;
- obtain the necessary regulatory clearances, certifications or approvals for expanded indications, new products or product modifications;
- be fully FDA (or other regulatory authority)-compliant with manufacturing and marketing of new devices or modified products;
- provide adequate training to potential users of these products;
- receive adequate coverage and reimbursement for procedures performed with our ALLY System or any other products we may develop in the future; and
- develop an effective and dedicated sales and marketing team.

If we are not successful in expanding our product offering, our ability to increase our revenue may be impaired, which could have a material adverse effect on our business, financial condition and results of operations.

Patients may not be willing to pay for the price difference between a standard cataract procedure and an advanced cataract procedure in which a laser system such as ours is used, an increment which is typically not covered by Medicare, private insurance or other third-party payors.

Payment for a standard cataract procedure is typically covered by Medicare, private insurance or other third-party payors. However, a cataract patient seeking a greater and more versatile visual outcome may desire an advanced cataract procedure involving a laser system such as ours. The patient is typically responsible for the additional costs associated with the use of these premium technologies in the physician's practice, hospital outpatient surgical facilities, in-office surgical suites and ambulatory surgery centers. Due to this additional cost, patients may not elect to have such a procedure and our business may not grow as anticipated. Our future success depends in part upon patients achieving better visual outcomes from procedures using our Systems, or procedures involving similar laser systems that meets their expectations. If patients are not adequately satisfied with the results of such procedures, they or their surgeons may be less willing to recommend these procedures to other patients.

Additionally, weak or uncertain economic conditions may cause individuals to be less willing to pay for advanced cataract procedures. Our Systems' procedures are not covered by or reimbursable through government or other third-party payors. A decline in economic conditions in the United States or in international markets could result in a decline in demand for the procedures in which our Systems are used and could have a material adverse effect on our business, financial condition and results of operations.

If we are not able to effectively grow our U.S. sales and marketing organization or maintain or grow an effective network of international distributors, our business prospects, results of operations and financial condition could be adversely affected.

In order to generate future sales growth within the United States, we will need to expand the size and geographic scope of our U.S. direct sales organization. Accordingly, our future success will depend largely on our ability to train, retain and motivate skilled regional sales managers and direct sales representatives with significant technical knowledge of our Systems. Because of the competition for their services, we may not be able to retain such representatives on favorable or commercially reasonable terms, if at all. If we are unable to grow our global sales and marketing organization within the United States, we may not be able to increase our revenue, which would adversely affect our business, financial condition and results of operations.

Additionally, we rely exclusively on a network of independent distributors to generate sales and leases of our Systems as well as purchases of our consumables and licensed applications outside of the United States. For the nine months ended September 30, 2025, one customer accounted for approximately 15% of our revenue. This customer concentration exposes us to a material adverse effect if any of these significant distributors were to significantly reduce purchases for any reason or favor competitors or new market participants. If a dispute arises with a distributor or if a distributor is terminated by us or goes out of business, it may take time to locate an alternative distributor, to seek appropriate regulatory approvals and to train new personnel to market our Systems upon receiving regulatory clearance or certification in the applicable region, as well as our ability to sell those Systems in the region formerly serviced by such terminated distributor could be harmed. In addition, our international distributors may be unable to successfully market and sell our products and may not devote sufficient time and resources to support the marketing, sales, education and training efforts that we believe are necessary to enable the products to develop, achieve or sustain market acceptance. Any of these factors could reduce our revenues from affected markets, increase our costs in those markets or damage our reputation. In addition, if an independent distributor were to depart and be retained by one of our competitors, we may be unable to prevent that distributor from helping competitors solicit business from our existing customers, which could further adversely affect us. As a result of our reliance on third-party distributors, we may be subject to disruptions and increased costs due to factors beyond our control, including labor strikes, third-party error and other issues. If the services of any of these third-party distributors become unsatisfactory, we may experience delays in meeting our customers' demands and we may be unable to find a suitable replacement on a timely basis or on commercially reasonable terms. Any failure to deliver products in a timely manner may damage our reputation and could cause us to lose potential customers.

Our future capital needs are uncertain and we may need to raise additional funds in the future, and such funds may not be available on acceptable terms or at all.

We expect our revenues and expenses to increase in connection with our ongoing activities, particularly as we continue to execute on our growth strategy, including expansion of our customer support teams. The primary factors determining our cash needs are the funding of operations, which we expect to continue to expand as the business grows, and enhancing our product offerings through the research and development, further regulatory clearances and launches of the ALLY System. Our future liquidity needs, and ability to address those needs, will largely be determined by the success of our commercial efforts and those of our distributors; the timing, scope and magnitude of our commercial and development activities; and the timing of further regulatory clearance or certification of our ALLY System. We have also experienced negative effects on our capital requirements from supply chain interruptions, and we expect that supply chain disruptions will negatively affect our capital requirements and the availability of funds to finance those requirements in the future. Tariffs have resulted in increased costs on various components within the ALLY System and PIDs. As we have not passed on these additional costs to our customers, we have experienced a negative impact on our gross margin, which may continue to the

extent we take this approach in future periods. In addition, market conditions impacting financial institutions could impact our ability to access some or all of our cash, cash equivalents and marketable securities, and we may be unable to obtain alternative funding when and as needed and on acceptable terms, if at all.

As of the date of this Quarterly Report, we expect our current cash and cash equivalents, together with cash generated from the future sale and lease of our products, to be sufficient to operate our business for at least one year from the date of issuance of the condensed financial statements included in this Quarterly Report. We may seek additional funds from public or private stock offerings, borrowings under credit facilities or other sources that we may not be able to maintain or obtain on acceptable or commercially reasonable terms, if at all. Our capital requirements will depend on many factors, including, but not limited to:

- the revenue generated by the sale, lease or use of our Systems;
- the costs associated with expanding our sales and marketing efforts;
- the expenses we incur in procuring, manufacturing and selling our Systems, including increased costs, uncertainties, and delays associated with global supply chain disruptions and inflationary pressures;
- the costs of commercializing the ALLY System, including increased costs associated with supply chain disruptions, inflationary pressures, the impact of increased tariffs or other trade barriers, sales in regions outside the U.S. or other new products or technologies;
- the scope, rate of progress and cost of our clinical studies that we are currently conducting or may conduct in the future;
- the cost and timing of obtaining and maintaining regulatory approval, certification or clearance of our products and planned or future products;
- costs associated with any product recall that may occur;
- the costs associated with complying with state, federal and foreign laws and regulations;
- the cost of filing and prosecuting patent applications and defending and enforcing our patent and other intellectual property rights;
- the cost of defending, in litigation or otherwise, any claims that we infringe third-party patent or other intellectual property rights;
- the cost of enforcing or defending against non-competition claims;
- the number and timing of acquisitions and other strategic transactions;
- the costs associated with increased capital expenditures;
- anticipated and unanticipated general and administrative expenses, including expenses related to operating as a public company and insurance expenses; and
- costs associated with any adverse market conditions or other macroeconomic factors.

Such capital may not be available on favorable terms, or at all. The existence of inflation in the economy has resulted in, and may continue to result in, higher interest rates and capital costs, which may impact our ability to obtain additional capital on favorable terms.

Furthermore, if we issue equity securities to raise additional capital, our existing stockholders may experience dilution, and the new equity securities may have rights, preferences and privileges senior to those of our existing stockholders. For example, in May 2023, we sold to NR-GRI Partners, LP, or NR-GRI, shares of Series A Redeemable Convertible Preferred Stock and warrants to purchase shares of our common stock, or Warrants, that collectively represented approximately 50.8% of our total outstanding shares of common stock based on our shares outstanding as of September 30, 2025, assuming full conversion of the Series A Redeemable Convertible Preferred Stock and full exercise of the Warrants for cash, pursuant to a Securities Purchase Agreement, or the SPA. So long as NR-GRI and its affiliates collectively beneficially own at least twenty percent of the securities issued pursuant to the SPA, including the Series A Redeemable Convertible Preferred Stock, we may not, without the consent of NR-GRI, liquidate, dissolve, or wind up our affairs or effect a merger or sale of the Company or other Fundamental Transaction (as defined in Note 11, *Redeemable Convertible Preferred*

Stock, included elsewhere in this Quarterly Report); create, authorize, or issue shares of capital stock that are senior or pari passu to the Series A Redeemable Convertible Preferred Stock; complete an acquisition with consideration above $1.0 million; incur debt in excess of $1.0 million; change our line of business; or enter into certain related-party transactions. The Series A Redeemable Convertible Preferred Stock ranks senior to the common stock as to distributions and payments upon the liquidation, dissolution and winding up of the Company, and holders of Series A Redeemable Convertible Preferred Stock will participate with the holders of the common stock on an as-converted basis to the extent any dividends are declared on common stock. Holders of Series A Redeemable Convertible Preferred Stock are also entitled to redemption rights under certain circumstances. The redemption rights and liquidation preferences assigned to holders of the Series A Redeemable Convertible Preferred Stock, and any other repurchase or redemption rights or liquidation preferences we may assign to holders of preferred stock in the future, could affect the residual value of the common stock.

Debt financing, if available, may involve covenants restricting our operations or our ability to incur additional debt. Any debt financing or additional equity that we raise may contain terms that are not favorable to us or our stockholders. In addition, if we raise additional capital through collaboration, licensing or other similar arrangements, it may be necessary to relinquish valuable rights to our products, potential products or proprietary technologies, or grant licenses on terms that are not favorable to us. If we cannot raise capital on acceptable terms, we may not be able to develop or enhance our products, execute our business plan, take advantage of future opportunities or respond to competitive pressures, changes in our supplier relationships or unanticipated customer requirements. Any of these events could adversely affect our ability to achieve our business and financial goals or to achieve or maintain profitability and could have a material adverse effect on our business, financial condition and results of operations.

If the supply or manufacture of our Systems or other products associated with the Systems is materially disrupted, including by supply chain shortages and price increases, it may adversely affect our ability to manufacture products and could negatively affect our operating results.

We manufacture our Systems and provide the electronic license applications at our corporate headquarters in Orlando, Florida. This is also the location where we currently conduct substantially all of our research and development activities, customer and technical support, and management and administrative functions. If our facility suffers a crippling event, or a force majeure event such as an earthquake, hurricane, fire, flood or temporary shutdown due to a pandemic, epidemic or infectious disease, this could materially impact our ability to operate.

We purchase custom and off-the-shelf components from a number of suppliers and subject them to stringent quality specifications and processes. Some of the components necessary for the assembly of our Systems and associated consumables are currently provided by single-sourced suppliers (the only approved supply source for us among other sources). If one or more of our suppliers cease to provide us with sufficient quantities of materials in a timely manner or on terms acceptable to us, including due to costs associated with increased tariffs or other trade barriers, we would have to seek alternative sources of supply. Because of factors such as the proprietary nature of our products, our quality control standards and regulatory requirements, we may experience delays in engaging additional or replacement suppliers for certain components. There may also be disruptions outside our control in the availability and pricing of various component parts needed for our ALLY System.

In particular, a global semiconductor supply shortage has had, and is continuing to have, wide-ranging effects across multiple industries. According to certain market reports, both China and Taiwan are leading manufacturers of the world's semiconductor supply. Conflict between China and Taiwan might lead to trade sanctions, technology disputes, or supply chain disruptions, which could, in particular, affect the semiconductor industry. If this were to occur, our ability to source an adequate supply of semiconductors would be further reduced, which would adversely affect our business. In addition, any further conflict between China and Taiwan could harm our operations globally, including the operations of our customers and suppliers.

We have seen significant disruptions in the supply of, timing of delivery of and fluctuations in pricing for various component parts needed for our products, including the integrated circuits used in our Systems, and expect these trends to continue. Our efforts to maintain an adequate supply of inventory may not be sufficient and we may be unable to source the necessary component parts on commercially acceptable terms to reflect in the price of our system. The long-term loss of these suppliers, or their long-term inability to provide us with an adequate supply of components or products on commercially reasonable terms, could potentially cause delay in the manufacture of our products, thereby impairing our ability to meet the demand of our customers and causing significant harm to our business. If it becomes necessary to identify and qualify a suitable second source to replace one of our key suppliers, that replacement supplier would not have access to our previous supplier's proprietary processes and would therefore be required to develop its own, which could also result in delay. Any disruption of this nature or increased expense could harm our commercialization efforts and could have a material adverse effect on our business, financial condition and results of operations. If these supply chain shortages and disruptions continue or worsen, there is no guarantee that the Company will be able to meet customer demand for the ALLY System. In addition, pricing increases in component parts for our Systems resulting from inflationary pressures, the impact of increased tariffs and other trade barriers, and other macroeconomic conditions may necessitate an increase in the overall cost to customers, which in turn may have an adverse impact on customer demand.

We and some of our suppliers and contract facilities are required to comply with regulatory requirements of the FDA (and other regulatory authorities). In particular, the FDA's Quality System Regulation, or QSR, which includes FDA's current Good Manufacturing Practice requirements, or cGMPs, covers the procedures and documentation of the design, testing, production, control, quality assurance, inspection, complaint handling, recordkeeping, management review, labeling, packaging, sterilization, storage and shipping of our device products. The FDA audits compliance with these regulatory requirements through periodically announced and unannounced inspections of manufacturing and other facilities. If our manufacturing facilities or those of any of our suppliers or contract facilities are found to be in violation of applicable laws and regulations, the FDA could take enforcement action. Similar requirements must be complied with in foreign countries and foreign regulatory authorities could also take enforcement action. Additionally, in the event we must obtain a replacement supplier or contract facility, it may be difficult for us to identify and qualify a supplier or contract facility that complies with QSR and cGMPs, which would adversely impact our operations.

We currently compete, and expect to compete in the future, against other companies, some of which have longer operating histories, more established products or greater resources than we do.

Our industry is global, highly competitive and subject to rapid and profound technological, market and product-related changes. We face significant competition from large multinational medical device companies, as well as smaller, emerging players focused on product innovation.

Our primary competitors in providing surgical solutions for cataract patients are Alcon Inc.; Bausch + Lomb Corporation; Johnson & Johnson; Carl Zeiss AG; Zeimer; and KERANOVA S.A. These competitors are focused on bringing new technologies to market and acquiring products and technologies that directly compete with our products or have potential product advantages that could render our products obsolete or noncompetitive.

Many of our current and potential competitors are large publicly traded companies or divisions of publicly-traded companies and have several competitive advantages, including:

- greater financial and human resources for product development and sales and marketing;
- significantly greater name recognition;
- longer operating histories; and
- more established sales and marketing programs and distribution networks.

In addition, many of our competitors have their own intraocular lens, or IOLs, while we do not, which could put us at a competitive disadvantage. If we are unable to compete effectively in this environment, it could adversely affect our business.

To successfully market, sell and lease our products in markets outside of the United States, we must address many international business risks with which we have limited experience.

We have historically sold our products outside of the United States through a network of independent distributors and intend to increase our international presence in Germany, China, India, and South Korea, as well as other international markets. Our international business operations are subject to a number of risks, including:

- difficulties in staffing and managing our international operations;
- increased competition as a result of more products and procedures receiving regulatory approval, certification or clearance or otherwise becoming free to market in international markets;
- longer accounts receivable payment cycles and difficulties in collecting accounts receivable;
- reduced or varied protection for intellectual property rights in some countries;
- tariffs, export restrictions, and other trade barriers, trade regulations, and foreign tax laws;
- fluctuations in currency exchange rates;
- foreign certification and regulatory clearance or approval requirements;

- difficulties in developing effective marketing campaigns in unfamiliar international markets;
- customs clearance and shipping delays;
- political, social, and economic instability abroad, terrorist attacks, and security concerns in general;
- preference for locally produced products;
- potentially adverse tax consequences, including the complexities of foreign value-added tax systems, tax inefficiencies related to our corporate structure, and restrictions on the repatriation of earnings;
- the burdens of complying with a wide variety of foreign laws and different legal standards; and
- increased financial accounting and reporting burdens and complexities.

For example, in June 2022, the Supreme Court of South Korea ruled that insurance benefits for cataract surgeries should only be provided within the applicable outpatient coverage limit if inpatient treatment is unnecessary. As a result, patients are experiencing a decrease in the maximum insurance coverage allowed for cataract surgeries, which in turn has significantly decreased overall demand for ophthalmic surgeries in the region. Following the Supreme Court's decision, we have experienced reduced revenue in South Korea, and we expect this trend to continue so long as this decision remains in effect.

These risks and uncertainties could negatively impact our ability to successfully market, sell and lease our products in markets outside of the United States. Furthermore, our ability to deal with these issues could be affected by applicable U.S. laws. Any such risks could have an adverse impact on our business, financial condition, results of operations, cash flows, or reputation.

We are exposed to the credit risk of some of our customers, which could result in material losses.

Customers may lease our Systems or finance the system through the product utilization, and we believe there has been an increase in demand for these types of customer leasing in recent years, especially in the United States. We may experience loss from a customer's failure to make payments according to the contractual lease terms or some other material decrease in the practice revenues and surgical procedure volume. Our exposure to the credit risks relating to our lease financing arrangements may increase if our customers are adversely affected by changes in healthcare laws, economic pressures or uncertainty, or other customer-specific factors. In addition, our credit risk may be highly concentrated, as we rely exclusively on a network of independent distributors to generate sales outside of the United States. Further, ongoing consolidation among distributors, retailers and healthcare provider organizations could increase the concentration of credit risk. The factors affecting our customers' ability to make timely payments according to the contractual lease terms are out of our control, and as a result, exposes us to additional risks that may materially and adversely affect our business and results of operations. The occurrence of any such factors affecting our customers may cause delays in payments or, in some cases, defaults on payment obligations, which could result in material losses.

The programs we have designed to monitor and mitigate the associated risk may not be successful. There can be no assurance that such programs will be effective in reducing credit risks relating to these lease financing arrangements. If the level of credit losses we experience in the future exceed our expectations, such losses could have a material adverse effect on our business, financial condition and results of operations or adversely affect our ability to sell such assets as part of our monetization strategy.

We may be unable to accurately forecast customer demand and our inventory levels.

We generally do not maintain large volumes of finished goods and anticipating demand for our products may be challenging as cataract surgeon demand and adoption rates can be unpredictable. In addition, as use of our Systems is adopted by more cataract surgeons, we anticipate greater fluctuations in demand for our products, which makes demand forecasting more difficult. Our forecasts are based on management's judgment and assumptions, each of which may introduce error into our estimates. If we underestimate customer demand or if insufficient manufacturing capacity is available, we would miss revenue opportunities and potentially lose market share and damage our customer relationships. We could underestimate the worldwide demand for the ALLY System and be unable to fulfill customer requests. Conversely, if we overestimate customer demand or otherwise experience impacts to our inventory levels, our excess or obsolete inventory may increase. For example, we have experienced some reduced activity by our distributors following the announcement of the Merger, which has resulted in an increase in our excess inventory levels. A significant increase in excess or obsolete inventory would reduce our gross margin and adversely affect our financial results.

Failure to secure adequate coverage or reimbursement by government or other third-party payors for certain procedures using our ALLY System or our other future products, or changes in current coverage or reimbursement, could materially impact our revenue and future growth.

Adequate coverage and reimbursement from third-party payors, including government programs such as Medicare and Medicaid, private insurance plans and managed care programs, for certain procedures using our ALLY System or other products we may develop in the future, if approved, is central to the acceptance and adoption of these products. Hospitals, healthcare facilities, physicians and other healthcare providers that may purchase and use our ALLY System generally rely on third-party payors to pay for a part of the costs and fees associated with certain procedures using our ALLY System. If third-party payors reduce their levels of payment, if our costs of production increase faster than increases in reimbursement levels or if third-party payors deny reimbursement for procedures using our ALLY System, our ALLY System may not be adopted or accepted by hospitals, healthcare facilities, physicians or other healthcare providers and the prices paid for a procedure using our ALLY System may decline, which could have a material adverse effect on our business, financial condition or results of operations.

Physicians are reimbursed separately for their professional time and effort to perform a cataract procedure that is covered by third-party payors. Such party payors regularly update reimbursement amounts and also from time to time revise the methodologies used to determine reimbursement amounts. This includes routine updates to payments to physicians, hospitals and ambulatory surgery centers for procedures during which our ALLY System would be used. These updates could directly impact the demand for our future products. For example, the Medicare Access and CHIP Reauthorization Act of 2015, or MACRA, provided for a 0.5% annual increase in payment rates under the Medicare Physician Fee Schedule, or PFS, through 2019, but no annual update from 2020 through 2025. MACRA also introduced a Quality Payment Program for Medicare physicians, nurses and other "eligible clinicians" (as defined in MACRA) that adjusts overall reimbursement under the PFS based on certain performance categories. While MACRA applies only to Medicare reimbursement, Medicaid and private payors often follow Medicare payment limitations in setting their own reimbursement rates, and any reduction in Medicare reimbursement may result in a similar reduction in payments from private payors, which may result in reduced demand for our ALLY System or any other products we may develop in the future. However, there is no uniform policy of coverage and reimbursement among payors in the United States. Therefore, coverage and reimbursement for procedures can differ significantly from payor to payor. Many private payors require extensive documentation of a multi-step diagnosis before authorizing procedures using our products. Some private payors may apply their own coverage policies and criteria inconsistently, and physicians and other healthcare providers may not be able to receive approval and reimbursement for certain procedures using our ALLY System consistently. Any perception by physicians and other healthcare providers that the reimbursement for procedures using our ALLY System or other future products is inadequate to compensate them for the work required, including diagnosis, documentation, obtaining third-party payor approval for the procedure and other burdens on their office staff or that they may not be reimbursed at all for the procedures using our ALLY System or other future products, may negatively affect the adoption and use of our ALLY System or other future products and technologies, and the prices paid for such products may decline.

The healthcare industry in the United States, and in our other operating regions, has experienced a trend toward cost containment as government and private insurers seek to control healthcare costs. Third-party payors are imposing lower payment rates and negotiating reduced contract rates with hospitals, other healthcare facilities, surgeons and other healthcare providers and being increasingly selective about the products, technologies and procedures they chose to cover and provide reimbursement for. Third-party payors may adopt policies in the future restricting access to products and technologies like ours or the procedures performed using such products. Therefore, we cannot be certain that any procedures performed with our ALLY System or other future products will be covered and reimbursed. There can be no guarantee that should we introduce new products and technologies, third-party payors will provide adequate coverage and reimbursement for those products or the procedures in which they are used. If third-party payors do not provide adequate coverage or reimbursement for such products, then our sales may be limited to circumstances where our products and procedures using our products are being largely or entirely self-paid by patients, as is currently the case with procedures using our Systems.

Additionally, market acceptance of our products and technologies in foreign markets may depend, in part, upon the availability of coverage and reimbursement within prevailing healthcare payment systems. Reimbursement and healthcare payment systems in international markets vary significantly by country and include both government-sponsored healthcare and private insurance. In the EU, reimbursement is entirely regulated at member state level and varies significantly between countries, and member states are facing increased pressure to limit public healthcare spending. We may not obtain additional international coverage and reimbursement approvals in a timely manner, if at all. Our failure to receive such approvals would negatively impact future market acceptance of our ALLY System or any of other products we may develop in the future in the international markets in which those approvals are sought.

We provide a limited warranty for our products.

We provide a limited warranty that our products are free of material defects and conform to specifications, and offer to repair, replace or refund the purchase price of defective products. As a result, we bear the risk of potential warranty claims on our products. In the event that we attempt to recover some or all of the expenses associated with a warranty claim against us from our suppliers or vendors, we

may not be successful in claiming recovery under any warranty or indemnity provided to us by such suppliers or vendors and any recovery from such vendor or supplier may not be adequate. In addition, warranty claims brought by our customers related to third-party components may arise after our ability to bring corresponding warranty claims against such suppliers expires, which could result in costs to us.

Product liability suits brought against us could cause us to incur substantial liabilities, limit the selling or leasing of our existing products and interfere with commercialization of any products that we may develop.

If our product offerings are defectively designed or manufactured, contain defective materials, or are used or deployed improperly, or if someone alleges any of the foregoing, whether or not such claims are meritorious, we may become subject to substantial and costly litigation. Any product liability claims brought against us, with or without merit, could divert management's attention from our business, be expensive to defend, result in sizable damage awards against us, damage our reputation, increase our product liability insurance rates, prevent us from securing continuing coverage, or prevent or interfere with commercialization of our products. In addition, we may not have sufficient insurance coverage for all future claims. Product liability claims brought against us in excess of our insurance coverage would likely be paid out of cash reserves, harming our financial condition and results of operations.

Our insurance policies are expensive and protect us only from some business risks, which leaves us exposed to significant uninsured liabilities.

We do not carry insurance for all categories of risk that our business may encounter. We can give no assurance that the coverage under our product liability insurance in the United States will be available or adequate to satisfy any claims. Product liability insurance is expensive and subject to significant deductibles and exclusions, and may not be available on acceptable terms, if at all. If we are unable to obtain or maintain insurance at an acceptable cost or on acceptable terms with adequate coverage or otherwise protect against potential product liability claims, we could be exposed to significant liabilities. A product liability claim, recall or other claim with respect to uninsured liabilities or for amounts in excess of insured liabilities could have a material adverse effect on our business, financial condition and results of operations. Defending a suit, regardless of its merit or eventual outcome, could be costly, could divert management's attention from our business and might result in adverse publicity, which could result in reduced acceptance of our products in the market, product recalls or market withdrawals.

We do not carry specific hazardous waste insurance coverage, and our insurance policies generally exclude coverage for damages and fines arising from hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals and certifications could be suspended.

We also expect that operating as a public company will make it more difficult and more expensive for us to obtain and maintain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified people to serve on our board of directors, our board committees or as executive officers. We do not know, however, if we will be able to maintain existing insurance with adequate levels of coverage. Any significant uninsured liability may require us to pay substantial amounts, which would negatively affect our business, financial condition and results of operations.

Our financial results may fluctuate significantly and may not fully reflect the underlying performance of our business.

Our quarterly and annual results of operations may vary significantly in the future, and period-to-period comparisons of our operating results may not be meaningful. Accordingly, the results of any one quarter or period should not be relied upon as an indication of future performance. Our quarterly and annual financial results may fluctuate as a result of a variety of factors, many of which are outside our control and, as a result, may not fully reflect the underlying performance of our business. For example, we have historically experienced seasonal variations in the selling or leasing of our products and procedures involving our products, with our fourth quarter typically being the strongest and the first quarter being the slowest. We believe these seasonal changes are consistent across our industry. Other factors that may cause fluctuations in our quarterly and annual results include:

- fluctuations in the demand for the more advanced, patient-pay procedures in which our Systems are used;
- adoption of our Systems;
- our ability to establish and maintain an effective and dedicated sales organization in the United States and network of independent distributors outside the United States;

- pricing pressure applicable to our products from competitor pricing;
- results of clinical research and studies on our products or competitive products;
- the mix of sales and leases of our Systems;
- timing of delivery of Systems, new product offerings, acquisitions, licenses or other significant events by us or our competitors;
- decisions by surgeons, hospitals and ASCs to defer acquisitions of Systems in anticipation of the introduction of new products or product enhancements by us or our competitors;
- sampling by and additional training requirements for cataract surgeons upon the commercialization of a new product by us or one of our competitors;
- regulatory approvals, clearances or certifications and legislative changes affecting the products we may offer or those of our competitors;
- interruption in the manufacturing or distribution of our Systems;
- delays in, or failure of, component and raw material deliveries by our suppliers;
- the ability of our suppliers to timely provide us with an adequate supply of components;
- the effect of competing technological, industry and market developments; and
- changes in our ability to obtain regulatory clearance, certification or approval for our product candidates.

As a result, you should not rely on our results in any past period as an indication of future results and you should anticipate that fluctuations in our quarterly and annual operating results may continue and could generate volatility in the price of our common stock. Quarterly or annual comparisons of our financial results should not be relied upon as an indication of our future performance.

If we fail to manage our anticipated growth effectively, or are unable to increase or maintain our manufacturing capacity, we may not be able to meet customer demand for our products and our business could suffer.

We have experienced significant period-to-period growth in our business and we must continue to grow in order to meet our business and financial objectives. However, continued growth may create numerous challenges, including:

- new and increased responsibilities for our management team;
- increased pressure on our operating, financial and reporting systems;
- increased pressure to anticipate and satisfy market demand;
- additional manufacturing capacity requirements;
- strain on our ability to source a larger supply of components, including as a result of ongoing supply chain issues, in order to meet our required specifications on a timely basis;
- management of an increasing number of relationships with our customers, suppliers and other third parties;
- entry into new international territories with unfamiliar regulations and business approaches; and
- the need to hire, train and manage additional qualified personnel.

Our current and planned capacity may not be sufficient to meet our current business plans. There are uncertainties inherent in expanding our manufacturing capabilities, and we may not be able to sufficiently increase our capacity in a timely manner. For example, manufacturing and product quality issues may arise as we increase production rates at our manufacturing facility or launch new products.

Also, we may not manufacture the right product mix to meet customer demand as we introduce new products. As a result, we may experience difficulties in meeting customer demand, in which case we could lose customers or be required to delay new product introductions, and demand for our products could decline. If we fail to manage any of the above challenges effectively, our business may be harmed.

If we choose to acquire new and complementary businesses, products or technologies, we may be unable to complete these acquisitions or to successfully integrate them in a cost-effective and non-disruptive manner.

Our success depends, in part, on our ability to continually enhance and broaden our product offerings in response to changing customer demands, competitive pressures and advances in technologies. Accordingly, although we have no current commitments with respect to any acquisition or investment, we may in the future pursue the acquisition of, or joint ventures relating to, complementary businesses, products or technologies instead of developing them ourselves. We do not know if we will be able to successfully complete any future acquisitions or joint ventures, or whether we will be able to successfully integrate any acquired business, product or technology or retain any key employees related thereto. Integrating any business, product or technology we acquire could be expensive and time-consuming, disrupt our ongoing business and distract our management. If we are unable to integrate any acquired businesses, products or technologies effectively, our business will be adversely affected. In addition, any amortization or charges resulting from the costs of acquisitions could increase our expenses.

Our future growth depends on our ability to retain members of our senior management and other key employees. If we are unable to retain or recruit qualified personnel for growth, our business results could suffer.

We have benefited substantially from the leadership and performance of our senior management as well as certain key employees. Our success will depend on our ability to retain our current management and key employees, and to attract and retain qualified personnel in the future. Competition for senior management and key employees in our industry is intense, and we cannot guarantee that we will be able to retain our personnel or attract new, qualified personnel, or that we will be able to do so without incurring substantial additional costs. We have experienced increases in compensation levels in connection with our recruitment and retention efforts, which may increase further in the future. The loss of services of certain members of our senior management or key employees could prevent or delay the implementation and completion of our strategic objectives, or divert management's attention to seeking qualified replacements. Each member of senior management as well as our key employees may terminate employment without notice and without cause or good reason. The members of our senior management are not subject to non-competition agreements. Accordingly, the adverse effect resulting from the loss of certain members of senior management could be compounded by our inability to prevent them from competing with us.

In addition to competing for market share for our products, we also compete against our competitors for personnel, including qualified sales representatives that are necessary to grow our business. Universities and research institutions also compete with us for scientific personnel that are important to our research and development efforts. We also rely on consultants and advisors in our research, operations, clinical and commercial efforts to implement our business strategies. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. Our strategic plan requires us to continue growing our sales, marketing, clinical and operational infrastructure in order to generate, and meet, the demand for our products. If we fail to retain or attract these key personnel, we could fail to take advantage of the market for our products, adversely affecting our business, financial condition and results of operation.

We rely significantly on the use of information technology. Cybersecurity risks – any technology failures causing a material disruption to operational technology or cyber-attacks on our systems affecting our ability to protect the integrity and security of confidential customer and employee information – could harm our reputation and/or could disrupt our operations and negatively impact our business.

The efficient operation of our business depends on our information technology systems. We rely on our information technology systems to store and effectively manage sales and marketing data, accounting and financial functions, inventory management, product development tasks, clinical data, customer service and technical support functions, intellectual property, proprietary business information and certain personal information, including of our employees and contractors (collectively, Confidential Information). The future operation, success and growth of our business depends on streamlined processes made available through our uninhibited access to information technology systems, global communications, internet activity and other network processes. Like most companies, despite our current security measures, our information technology systems, and those of our third-party service providers, strategic partners and other contractors or consultants are vulnerable to information security breaches, acts of vandalism, social engineering/phishing, computer viruses and malware (such as ransomware), misconfigurations, "bugs" or other vulnerabilities, theft or loss of Confidential Information. Confidential Information might be improperly accessed due to a variety of events beyond our control, including, but not limited to, natural disasters, terrorist attacks, telecommunications failures, computer viruses, hackers and other security issues. In addition, a variety of our software systems are cloud-based data management applications, hosted by third-party service providers whose security and information technology systems are subject to similar risks. We have technology security initiatives in place to mitigate our

risk to these vulnerabilities, but there can be no assurance that our or our third-party service providers' cybersecurity risk management program and processes, including policies, controls or procedures, and other security measures, will be adequately designed, complied with, implemented or effective to ensure that our or their operations are not disrupted or that data security breaches do not occur. Furthermore, given the nature of complex systems, software and services like ours, and the scanning tools that we deploy across our networks and products, we regularly identify and track security vulnerabilities. We are unable to comprehensively apply patches or confirm that measures are in place to mitigate all such vulnerabilities, or that patches will be applied before vulnerabilities are exploited by a threat actor.

The risk of a security breach or disruption, particularly through cyberattacks or cyber intrusion, including by computer hackers, foreign governments and cyber terrorists, has generally increased as the number, intensity and sophistication of attempted attacks and intrusions from around the world have increased and evolved. If we or our third-party vendors were to experience a significant cybersecurity breach of our or their information systems or data, the costs associated with the investigation, remediation and potential notification of the breach to counterparties and data subjects could be material. In addition, our remediation efforts may not be successful. If we do not allocate and effectively manage the resources necessary to build and sustain the proper technology and cybersecurity infrastructure, we could suffer significant business disruption, including transaction errors, supply chain or manufacturing interruptions, processing inefficiencies, data loss or the loss of or damage to Confidential Information.

Hackers and data thieves are increasingly sophisticated and operate large-scale and complex automated attacks which may remain undetected for an extended period. Even if identified, we may be unable to adequately investigate, remediate or recover from incidents or breaches due to attackers increasingly using tools and techniques – including artificial intelligence – that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence. We and certain of our service providers and customers are from time to time subject to cyberattacks, social engineering/phishing, and other security incidents. While to date no incidents have had a material impact on our operations or financial results, we cannot guarantee that material incidents will not occur in the future. Any significant information technology system failure, accident or security breach could cause interruptions in our operations, result in damage to our reputation, the loss or misappropriation of Confidential Information, result in key personnel being unable to perform duties or communicate throughout the organization, significant costs associated with the investigation, data restoration and remediation, and potential notification of the breach to third-parties, including counterparties, governmental authorities, and data subjects, and have other adverse impacts on our business. For example, laws in the EU and the UK may require businesses to provide notice to individuals whose personal information has been disclosed as a result of a data security breach. We may also be contractually required to notify customers or other counterparties of a security incident, including a data security breach. Ransomware attacks, including those from organized criminal threat actors, nation-states, and nation-state supported actors, are becoming increasingly prevalent and severe, and if made against us could lead to significant interruptions in our operations, loss of Confidential Information and income, reputational loss, diversion of funds, and may also result in fines, litigation and unwanted media attention. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting payments. Despite our existing security procedures and controls, compromises to our network could give rise to unwanted media attention, materially damage our customer relationships, decrease sales and leases of our products, increase overhead costs, harm our business, reputation, results of operations, cash flows and financial condition, result in regulatory investigations and enforcement actions, result in fines or litigation, and may increase the costs we incur to protect against such information security breaches, such as increased investment in technology, the costs of compliance with consumer protection laws and costs resulting from consumer fraud.

The costs of mitigating cybersecurity risks are significant and are likely to increase in the future. These costs include, but are not limited to, retaining the services of cybersecurity providers; compliance costs arising out of existing and future cybersecurity, data protection and privacy laws and regulations; and costs related to maintaining redundant networks, data backups and other damage-mitigation measures.

We do not carry cyber insurance, which may expose us to certain potential losses for damages or result in penalization with fines in an amount exceeding our resources.

The actual or perceived failure to comply with data privacy and security laws and other obligations could have a material adverse effect on our business, results of operations and financial condition.

The global data protection landscape is rapidly evolving, and we are or may become subject to numerous state, federal and foreign laws, requirements and regulations governing the collection, use, disclosure, retention, and security of personal information, such as information that we may collect in connection with clinical trials. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations and

standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal, state or foreign laws or regulations, our internal policies and procedures or our contracts governing our processing of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties and damage to our reputation, any of which could have a material adverse effect on our business, results of operation, and financial condition.

Our business processes health-related and other personal information. When conducting clinical studies, we face risks associated with collecting trial participants' information, especially health information, in a manner consistent with applicable laws and regulations. We also face risks inherent in handling large volumes of Confidential Information and in protecting the security of such information. Data breaches could result in a violation of applicable U.S. and international privacy, data protection and other laws, and subject us to individual or consumer class action litigation and governmental investigations and proceedings by federal, state and local regulatory entities in the United States and by international regulatory entities, resulting in exposure to material civil or criminal liability, or both. Further, our general liability insurance and corporate risk program may not cover all potential claims to which we are exposed and may not be adequate to indemnify us for all liability that may be imposed.

We may be subject to state, federal and foreign laws relating to data privacy and security in the conduct of our business, including state breach notification laws, the Health Insurance Portability and Accountability Act, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (collectively, "HIPAA"), the EU General Data Protection Regulation 2016/679 and applicable national supplementing laws ("EU GDPR"), and the UK General Data Protection Regulation and Data Protection Act 2018 ("UK GDPR") (collectively, "GDPR"), and the California Consumer Privacy Act, as amended by the California Privacy Rights Act(collectively, "CCPA"). In the United States, HIPAA imposes, among other things, certain standards relating to the privacy, security, transmission and breach reporting of individually identifiable health information on covered entities, including healthcare providers and research institutions, from which we obtain clinical trial data, as well as their business associates that perform certain services that involve creating, receiving, maintaining or transmitting such information for or on behalf of such covered entities, and their covered subcontractors. Depending on the facts and circumstances, we could be subject to regulatory investigation and enforcement action, including significant penalties, if we violate HIPAA. Certain states have also adopted comparable privacy and security laws and regulations, which govern the privacy, processing and protection of health-related and other personal information. Such laws and regulations will be subject to interpretation by various courts and other governmental authorities, thus creating potentially complex compliance issues for us and our future customers and strategic partners. For example, the CCPA requires covered businesses that process personal information of California residents to, among other things: provide certain disclosures to California residents regarding the business's collection, use, and disclosure of their personal information; receive and respond to requests from California residents to access, delete, and correct their personal information, or to opt-out of certain disclosures of their personal information; and enter into specific contractual provisions with service providers that process California resident personal information on the business's behalf. Similar laws have been passed in other states, and continue to be proposed at the state and federal level, reflecting a trend toward more stringent privacy legislation in the United States. The enactment of such laws could have potentially conflicting requirements that would make compliance challenging. In the event that we are subject to or affected by HIPAA, the CCPA or other domestic privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.

Furthermore, the Federal Trade Commission, or FTC, and many state Attorneys General continue to enforce federal and state consumer protection laws against companies for online collection, use, dissemination and security practices that appear to be unfair or deceptive. The FTC has authority to initiate enforcement actions against entities that make deceptive statements about privacy and data sharing in privacy policies, fail to limit third-party use of personal health information, fail to implement policies to protect personal health information or engage in other unfair practices that harm customers. For example, according to the FTC, failing to take appropriate steps to keep consumers' personal information secure can constitute unfair acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act. The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Additionally, federal and state consumer protection laws are increasingly being applied by FTC and state Attorneys General to regulate the collection, use, storage, and disclosure of personal or personally identifiable information, through websites or otherwise, and to regulate the presentation of website content.

The GDPR comprehensively regulates our use of personal data of individuals from the European Economic Area, or EEA and/or the UK, or in the context of our activities within the EEA and/or the UK, including a principle of accountability and the obligation to demonstrate that appropriate legal bases are in place to justify data processing activities. Additionally, we are subject to laws and regulations regarding cross-border transfers of personal data out of the EEA and the UK. In addition, some of the personal data we process in respect of clinical trial participants is special category or sensitive personal data under the GDPR, and subject to additional compliance obligations and local law derogations. We may be subject to diverging requirements under EU Member State laws and UK law, such as whether consent can be used as the legal basis for processing and the roles, responsibilities, and liabilities as between CROs and sponsors. As these laws develop, we may need to make operational changes to adapt to these diverging rules, which could increase our costs and adversely affect our business, including laws relating to transfer of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the United States, and the efficacy and longevity

of current transfer mechanisms between the EEA and the United States remains uncertain. Case law from the Court of Justice of the European Union, states that reliance on the standard contractual clauses, or SSCs, a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism, alone may not necessarily be sufficient in all circumstances and that transfers must be assessed on a case-by-case basis. The European Commission adopted its Adequacy Decision in relation to the new EU-U.S. Data Privacy Framework, or DPF, on July 10, 2023, rendering the DPF effective as a GDPR transfer mechanism to U.S. entities self-certified under the DPF. On October 12, 2023, the UK Extension to the DPF came into effect (as approved by the UK Government), as a data transfer mechanism from the UK to U.S. entities self-certified under the DPF. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue.

We currently rely on the SCCs to transfer personal data outside the EEA and the UK, including to the United States, with respect to both intragroup and third-party transfers. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. As the regulatory guidance and enforcement landscape in relation to data transfers continue to develop, we could suffer additional costs, complaints and/or regulatory investigations or fines; we may have to stop using certain tools and vendors and make other operational changes; we may have to implement alternative data transfer mechanisms under the GDPR and/ or take additional compliance and operational measures; and/or it could otherwise adversely affect the manner in which we provide our services and could adversely affect our business, operations, and financial condition.

Failure to comply with the GDPR could result in penalties for noncompliance. Penalties for certain breaches are up to the greater of EUR 20 million/GBP 17.5 million or 4% of our global annual turnover. Since we are subject to the supervision of relevant data protection authorities under multiple legal regimes (including under both the EU GDPR and the UK GDPR), we could be fined under those regimes independently in respect of the same breach. In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease/change our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/ or civil claims (including class actions).

As we continue to expand into other foreign countries and jurisdictions, we may be subject to additional laws and regulations that may affect how we conduct business. We expect that there will continue to be new laws, regulations and industry standards concerning privacy, data protection and information security proposed and enacted in various jurisdictions. For example, Washington State enacted the “My Health My Data Act,” which broadly defines “consumer health data”, creates a private right of action to allow individuals to sue for violations of the law, imposes stringent consent requirements and grants consumers certain rights with respect to their health data, including to request deletion of their information. Consumer health data is defined to include personal information that is linked or reasonably linkable to a consumer and that identifies a consumer’s past, present, or future physical or mental health status; consumer health data also includes information that is derived or extrapolated from non-health information, such as algorithms and machine learning. Other states, including Connecticut and Nevada, have also passed consumer health data laws, and given the increased focus on the use of health data by entities that are not subject to HIPAA, additional states are expected to pass consumer health privacy laws.

Furthermore, these laws impose substantial requirements that require the expenditure of significant funds and employee time to comply, and additional states and countries are enacting new data privacy and security laws, which will require future expansion of our compliance efforts. We also rely on third parties in relation to the operation of our business, a number of which host or otherwise process personal data on our behalf. In some instances, these third parties have experienced immaterial failures to protect data privacy. There can be no assurances that the privacy and security-related measures and safeguards we have put in place in relation to these third parties will be effective to protect us and/or the relevant personal information from the risks associated with the third-party processing, storage, and transmission of such data. Any violation of data or security laws, or of our relevant measures and safeguards, by our third-party processors could have a material adverse effect on our business, result in applicable fines and penalties, damage our reputation, and/ or result in civil claims. We will need to expend additional resources and make significant investments to comply with data privacy and security laws. Our failure to comply with our posted privacy policies or with any federal, state, or international privacy and security laws, regulations, industry standards or other legal obligations relating to data privacy and information security or any failure to prevent security breaches of such data could result in significant liability under applicable laws, cause disruption to our business, harm our reputation, have a material adverse effect on our business, and may result in claims, complaints, liabilities, proceedings or actions against us by governmental entities or others, or may require us to change our operations. Any such claims, complaints, proceedings or actions could force us to incur significant expenses in defense of such proceedings or actions, distract our management, increase our costs of doing business, and result in the imposition of monetary penalties.

Performance issues, service interruptions or price increases by our shipping carriers could adversely affect our business and harm our reputation and ability to provide our products on a timely basis.

Reliable shipping is essential to our operations. We rely on providers of transport services for reliable and secure point-to-point transport of our products to our customers and for tracking of these shipments. Should a carrier encounter delivery performance issues such as loss, damage or destruction of any of our products, it could be costly to replace such products in a timely manner and such occurrences may damage our reputation and lead to decreased demand for our products and increased cost and expense to our business. In addition,

any significant increase in shipping rates could adversely affect our operating margins and results of operations. Similarly, strikes, severe weather, natural disasters or other service interruptions affecting delivery services we use would adversely affect our ability to deliver our products (or any other products we commercialize in the future) on a timely basis.

Intangible assets on our books may lead to significant impairment charges.

We carry a significant amount of intangible assets on our balance sheet, partially due to the value of the LENSAR brand name, but also intangible assets associated with our technologies, acquired research and development, currently marketed products, and marketing know-how. As a result, we have incurred and may incur significant impairment charges if the fair value of the intangible assets would be less than their carrying value on our balance sheet at any point in time.

We regularly review our long-lived intangible and tangible assets, including identifiable intangible assets, for impairment. Intangible assets with an indefinite useful life (such as the LENSAR brand name), acquired research projects not ready for use, and acquired development projects not yet ready for use are subject to impairment review. We review other long-lived assets for impairment when there is an indication that an impairment may have occurred.

Risks Related to Government Regulation

Our products and operations are subject to extensive government regulation and oversight both in the United States and abroad, and our failure to comply with applicable requirements could harm our business.

Our products are regulated as medical devices. We and our products are subject to extensive regulation in the United States and elsewhere, including by the FDA and its foreign counterparts. The FDA and foreign regulatory 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 studies; product safety; establishment registration and device listing; marketing, sales and distribution; pre-market clearance, certification 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 or certification studies; and product import and export.

The regulations to which we are subject are complex and have tended to become more stringent over time. Regulatory changes could result in restrictions on our ability to carry on or expand our operations, higher than anticipated costs or lower than anticipated sales. In addition, the FDA or other regulatory agencies may change their policies, adopt additional regulations, revise existing regulations, or take other actions that 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. We may be found non-compliant as a result of future changes in. or interpretations of, regulations by the FDA or other regulatory agencies.

The FDA, foreign regulatory authorities and notified bodies enforce their regulatory requirements through, among other means, periodic unannounced inspections and audits. We do not know whether we will be found compliant in connection with any future FDA (or foreign regulatory authorities) inspections or notified bodies' audits. Failure to comply with applicable regulations could jeopardize our ability to sell our products and result in enforcement actions such as: warning letters; fines; injunctions; civil penalties; termination of distribution; recalls or seizures of products; delays in the introduction of products into the market; total or partial suspension of production; refusal to grant future clearances, certifications or approvals; withdrawals or suspensions of current approvals or certifications, resulting in prohibitions on sales of our products; and in the most serious cases, criminal penalties.

We may not receive, or may be delayed in receiving, the necessary clearances, certifications or approvals for our future products, or modifications to our current products, and failure to timely obtain additional clearances, certifications or approvals for our ALLY System and future products or modifications to our current products would adversely affect our ability to grow our business.

In the United States, before we can market a new medical device, or a new use of, new claim for or significant modification to an existing product, we must first receive either clearance under Section 510(k) of the Federal Food, Drug, and Cosmetic Act, or the FDCA, or approval of a pre-market approval application, or PMA, from the FDA, unless an exemption applies. In the 510(k) clearance process, before a device may be marketed, the FDA must determine that a proposed device is "substantially equivalent" to a legally-marketed "predicate" device, which includes a device that has been previously cleared through the 510(k) process, a device that was legally marketed prior to May 28, 1976 (pre-amendments device), a device that was originally on the U.S. market pursuant to an approved PMA and later down-classified, or a 510(k)-exempt device. To be "substantially equivalent," the proposed device must have the same intended use as the predicate device, and either have the same technological characteristics as the predicate device or have different technological characteristics and not raise different questions of safety or effectiveness than the predicate device. Clinical data are sometimes required to support substantial equivalence. In the process of obtaining PMA approval, the FDA must determine that a proposed device is safe and effective for its intended use based, in part, on extensive data, including, but not limited to, technical, pre-clinical, 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. To date, our products have received marketing authorization pursuant to the 510(k) clearance process.

Modifications to products that are approved through a PMA application generally require FDA approval. Similarly, certain modifications made to products cleared through a 510(k) may require a new 510(k) clearance. Both the PMA approval and the 510(k) clearance process can be expensive, lengthy and uncertain. The FDA's 510(k) clearance process usually takes from three to 12 months, but can last longer. The process of obtaining a PMA is much more costly and uncertain than the 510(k) clearance process and generally takes from one to three years, or even longer, from the time the application is filed with the FDA. In addition, a PMA generally requires the performance of one or more clinical trials. Despite the time, effort and cost, a device may not be approved or cleared by the FDA. Any delay or failure to obtain regulatory clearances or approvals could harm our business. Furthermore, even if we are granted regulatory clearances or approvals, they may include significant limitations on the indicated uses for the device, which may limit the market for the device.

In the United States, we have obtained clearance of our Systems through the 510(k) clearance process. Any modification to these Systems that has not been previously cleared may require us to submit a new 510(k) premarket notification and obtain clearance, or submit a PMA and obtain FDA approval, prior to implementing the change. Specifically, any modification to a 510(k)-cleared device 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. We have made modifications to 510(k)-cleared products in the past and have determined based on our review of the applicable FDA regulations and guidance that in certain instances new 510(k) clearances or PMA approvals were not required. We may make modifications or add additional features to our products in the future that we believe do not require a new 510(k) clearance or approval of a PMA. If the FDA disagrees with our determination and requires us to submit new 510(k) notifications or PMA applications for modifications to our previously cleared products for which we have concluded 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. If the FDA requires us to go through a lengthier, more rigorous examination for future products or modifications to existing products than we had expected, product introductions or modifications could be delayed or canceled, which could adversely affect our ability to grow our business.

The ALLY System, which has received clearance from the FDA and certification in the EU, enables cataract surgeons to complete the laser-assisted procedure seamlessly in a single, sterile environment. The ALLY System is available to all cataract surgeons in the U.S. and EU jurisdictions and has also received regulatory clearance in India, Taiwan, South Korea, as well as certain other countries. In addition, we are pursuing an additional marketing or certification application through our distributor in China.

The FDA, foreign regulatory authorities or notified bodies can delay, limit or deny clearance, certification or approval of a device for many reasons, including:

- our inability to demonstrate to the satisfaction of the FDA or the applicable foreign regulatory authority or notified body that our products are safe or effective for their intended uses;
- the disagreement of the FDA or the applicable foreign regulatory authority or notified body with the design or implementation of our clinical trials or the interpretation of data from pre-clinical studies or clinical trials;
- serious and unexpected adverse device effects experienced by participants in our clinical trials;
- the data from our pre-clinical studies and clinical trials may be insufficient to support clearance, certification or approval, where required;
- our inability to demonstrate that the clinical and other benefits of the device outweigh the risks;
- the manufacturing process or facilities we use may not meet applicable requirements; and
- the potential for approval or certification policies or regulations of the FDA or applicable foreign regulatory authority or notified body to change significantly in a manner rendering our clinical data or regulatory filings insufficient for clearance, certification or approval.

Subject to the transitional provisions and in order to sell our products in EU member states, our products must comply with the general safety and performance requirements of the EU Medical Devices Regulation, which repeals and replaces the EU Medical Devices

Directive. Compliance with these requirements is a prerequisite to be able to affix the European Conformity, or CE mark, to our products, without which they cannot be sold or marketed in the EU. All medical devices placed on the market in the EU must meet the general safety and performance requirements laid down in Annex I to the EU Medical Devices Regulation, including the requirement that a medical device must be designed and manufactured in such a way that, during normal conditions of use, it is suitable for its intended purpose. Medical devices must be safe and effective and must not compromise the clinical condition or safety of patients, or the safety and health of users and, where applicable, other persons, provided that any risks which may be associated with their use constitute acceptable risks when weighed against the benefits to the patient and are compatible with a high level of protection of health and safety, taking into account the generally acknowledged state of the art. To demonstrate compliance with the general safety and performance requirements, we must undergo a conformity assessment procedure, which varies according to the type of medical device and its (risk) classification. A conformity assessment procedure generally requires the intervention of a notified body. The notified body would typically audit and examine the technical file and the quality system for the manufacture, design and final inspection of our devices. If satisfied that the relevant product conforms to the relevant general safety and performance requirements, the notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity. The manufacturer may then apply the CE mark to the device, which allows the device to be placed on the market throughout the EU. The aforementioned EU rules are generally applicable in the EEA which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland. If we fail to comply with applicable laws and regulations, we would be unable to affix the CE mark to our products, which would prevent us from selling them within the EU and these three countries.

In the EU, the EU Medical Devices Regulation became effective on May 26, 2021. In accordance with its recently extended transitional provisions, both (i) devices lawfully placed on the market pursuant to the EU Medical Devices Directive prior to May 26, 2021 and (ii) legacy devices lawfully placed on the market after May 26, 2021 in accordance with the transitional provisions of the EU Medical Devices Regulation may generally continue to be made available on the market or put into service, provided that the requirements of the transitional provisions are fulfilled. In particular, no substantial change must be made to the device as such a modification would trigger the obligation to obtain a new certification under the EU Medical Devices Regulation and therefore to have a notified body conducting a new conformity assessment of the devices. Once our devices are certified under the EU Medical Devices Regulation, we must inform the notified body that carried out the conformity assessment of the medical devices that we market or sell in the EU and the EEA of any planned substantial changes to our quality system or substantial changes to our medical devices that could affect compliance with the general safety and performance requirements laid down in Annex I to the EU Medical Devices Regulation or cause a substantial change to the intended use for which the device has been CE marked. The notified body will then assess the planned changes and verify whether they affect the products' ongoing conformity with the EU Medical Devices Regulation. If the assessment is favorable, the notified body will issue a new certificate of conformity or an addendum to the existing certificate attesting compliance with the general safety and performance requirements and quality system requirements laid down in the Annexes to the EU Medical Devices Regulation. The notified body may disagree with our proposed changes and product introductions or modifications could be delayed or canceled, which could adversely affect our ability to grow our business.

On June 16, 2025, the UK adopted an amendment to the Medical Devices Regulations 2002 ("UK Medical Devices Regulations") intended to clarify and strengthen the post-market surveillance requirements for medical devices in Great Britain. It also intends to bring the UK regulatory framework for medical devices, which is based on the EU Medical Devices Directive, into closer alignment with the EU Medical Devices Regulation. In addition, the MHRA launched a consultation from November 14, 2024 to January 5, 2025 on proposals to update the pre-market requirements for medical devices in Great Britain. On July 22, 2025, the MHRA published a response to the consultation confirming that it will incorporate the results of this consultation into new UK legislation on pre-market requirements for medical devices in Great Britain. The MHRA has confirmed that it intends to publish a draft of the new legislation later this year. Under the current UK Medical Devices Regulations, in order to be lawfully placed on the Great Britain market, class I (non-sterile, non-measuring or non-re-useable) medical devices need to be "UKCA" self-certified, and other medical devices need to be "UKCA" certified by a UK approved body. However, certain medical devices in compliance with: (1) the EU Medical Devices Directive can continue to be placed on the Great Britain market until the sooner of certificate expiration or June 30, 2028; or (2) the EU Medical Devices Regulation can continue to be placed on the Great Britain market until the sooner of certificate expiration or June 30, 2030. The MHRA has confirmed that it intends to launch a consultation regarding the indefinite recognition of such medical devices in Great Britain later this year. Medical devices also need to bear a physical UKCA mark in order to be lawfully placed on the Great Britain market. However, the MHRA has confirmed in its recent response to the consultation on pre-market requirements for medical devices in Great Britain that it intends to remove the requirement for a medical device and its labeling (for example packaging and instructions for use) in Great Britain to bear a physical UKCA mark. Instead of requiring a medical device and its labeling to bear a UKCA mark, manufacturers would be required to assign a unique design identification, ("UDI"), to a medical device and register the UDI in a publicly accessible database before the medical device is placed on the Great Britain market. If this change is implemented, we may no longer be required to affix the physical UKCA mark to our medical devices, but we may need to assign and affix a UDI, and register the UDI in a publicly accessible database.

Failure to comply with post-marketing regulatory requirements could subject us to enforcement actions, including substantial penalties, and might require us to recall or withdraw a product from the market.

We are subject to ongoing and pervasive regulatory requirements governing, among other things, the manufacture, marketing, advertising, medical device reporting, sale, promotion, import, export, registration, and listing of devices. The regulations to which we are subject are complex and have become more stringent over time. Regulatory changes could result in restrictions on our ability to continue or expand our operations, higher than anticipated costs, or lower than anticipated sales. Even after we have obtained the proper regulatory approval, certification or clearance to market a device, we have ongoing responsibilities under FDA regulations and applicable foreign laws and regulations. The FDA, state and foreign regulatory authorities have broad enforcement powers. Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA, state or foreign regulatory authorities or notified bodies, which may include any of the following sanctions:

- untitled letters or warning letters;
- fines, injunctions, consent decrees and civil penalties;
- recalls, termination of distribution, administrative detention, or seizure of our products;
- customer notifications or repair, replacement or refunds;
- operating restrictions or partial suspension or total shutdown of production;
- delays in or refusal to grant our requests for future clearances, certifications or approvals (including foreign regulatory approvals) of new products, new intended uses, or modifications to existing products;
- withdrawals or suspensions of our current 510(k) clearances or certifications, resulting in prohibitions on sales of our products;
- FDA refusal to issue certificates to foreign governments needed to export products for sale in other countries; and
- criminal prosecution.

Any of these sanctions could result in higher than anticipated costs or lower than anticipated sales and have a material adverse effect on our reputation, business, financial condition and results of operations.

In addition, the FDA and foreign regulatory authorities may change their clearance or certification policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay clearance, certification or approval of our future products under development or impact our ability to modify our currently cleared or certified products on a timely basis. Such policy or regulatory changes could impose additional requirements upon us that could delay our ability to obtain new clearances, certifications or approvals, increase the costs of compliance or restrict our ability to maintain our clearances of our current products. For more information, see "—Legislative or regulatory reforms in the United States or the EU may make it more difficult and costly for us to obtain regulatory clearances, certifications or approvals for our products or to manufacture, market or distribute our products after clearance, certification or approval is obtained."

Our products must be manufactured in accordance with federal, state and foreign regulations, and we or any of our suppliers could be forced to recall products or terminate production if we fail to comply with these regulations.

The methods used in, and the facilities used for, the manufacture of our products must comply with the FDA's QSR, which is a complex regulatory scheme that covers the procedures and documentation of the design, testing, production, process controls, quality assurance, labeling, packaging, handling, storage, distribution, installation, servicing and shipping of medical devices. Furthermore, we are required to verify that our suppliers maintain facilities, procedures and operations that comply with our quality standards and applicable regulatory requirements. The FDA enforces the QSR through periodic announced or unannounced inspections of medical device manufacturing facilities, which may include the facilities of subcontractors. Our products are also subject to similar state regulations and various laws and regulations of foreign countries governing manufacturing.

Our third-party manufacturers may not take the necessary steps to comply with applicable regulations, which could cause delays in the delivery of our products. In addition, failure to comply with applicable FDA (or other regulatory authorities) requirements or later discovery of previously unknown problems with our products or manufacturing processes could result in, among other things: warning letters or untitled letters; fines, injunctions or civil penalties; suspension or withdrawal of approvals or certifications; seizures or recalls

of our products; total or partial suspension of production or distribution; administrative or judicially imposed sanctions; the FDA's (or foreign regulatory authorities' or notified bodies') refusal to grant pending or future clearances, certifications or approvals for our products; clinical holds; refusal to permit the import or export of our products; and criminal prosecution of us or our employees.

Any of these actions could significantly and negatively affect supply of our products. If any of these events occurs, our reputation could be harmed, we could be exposed to product liability claims and we could lose customers and experience reduced sales and increased costs.

The misuse or off-label use of our LLS or ALLY System may harm our reputation in the marketplace, result in injuries that lead to product liability suits or result in costly investigations, fines or sanctions by regulatory bodies if we are deemed to have engaged in the promotion of these uses, any of which could be costly to our business.

Our Systems are ophthalmic surgical lasers indicated for the creation of anterior capsulotomies, use in patients undergoing surgery requiring laser-assisted fragmentation of the cataractous lens, and for creating cuts/incisions in the cornea. We train our marketing personnel and direct sales force to not promote our devices for uses outside of the FDA-approved indications for use, known as "off-label uses." We cannot, however, prevent a physician from using our devices off-label, when in the physician's independent professional medical judgment he or she deems it appropriate. There may be increased risk of injury to patients if physicians attempt to use our devices off-label. Furthermore, the use of our devices for indications other than those approved by the FDA or a foreign regulatory authority or certified by a notified body may not effectively treat such conditions, which could harm our reputation in the marketplace among physicians and patients.

If the FDA or any foreign regulatory authority determines that our promotional materials or training constitute promotion of an off-label use, it could request that we modify our training or promotional materials or subject us to regulatory or enforcement actions, including the issuance or imposition of an untitled letter, which is used for violators that do not necessitate a warning letter, injunction, seizure, civil fine or criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action under other regulatory authority, such as false claims laws, if they consider our business activities to constitute promotion of an off-label use, which could result in significant penalties, including, but not limited to, criminal, civil and administrative penalties, damages, fines, disgorgement, exclusion from participation in government healthcare programs and the curtailment of our operations.

In addition, physicians may misuse our products or use improper techniques if they are not adequately trained, potentially leading to injury and an increased risk of product liability. If our devices are misused or used with improper technique, we may become subject to costly litigation by our customers or their patients. Product liability claims could divert management's attention from our core business, be expensive to defend and result in sizeable damage awards against us that may not be covered by insurance.

Our products may cause or contribute to adverse medical events or be subject to failures or malfunctions that we are required to report to the FDA (or similar foreign authorities), and if we fail to do so, we would be subject to sanctions that could harm our reputation, business, financial condition and results of operations. The discovery of serious safety issues with our products, or a recall of our products either voluntarily or at the direction of the FDA or another governmental authority, could have a negative impact on us.

We are subject to the FDA's medical device reporting regulations and similar foreign regulations, which require us to report to the FDA (or similar foreign authorities) when we receive or become aware of information that reasonably suggests that one or more of our products may have caused or contributed to a death or serious injury or malfunctioned in a way that, if the malfunction were to recur, it could cause or contribute to a death or serious injury. The timing of our obligation to report is triggered by the date we become aware of the adverse event as well as the nature of the event. We may fail to report adverse events of which we become aware within the prescribed timeframe. We may also fail to recognize that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of the product. If we fail to comply with our reporting obligations, the FDA (or similar foreign authorities) could take action, including warning letters, untitled letters, administrative actions, criminal prosecution, imposition of civil monetary penalties, revocation of our device clearance, certification or approval, seizure of our products or delay in clearance, certification or approval of future products.

The FDA and foreign regulatory 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. The FDA's authority to require a recall must be based on a finding that there is reasonable probability that the device could cause serious injury or death. We may also choose to voluntarily recall a product if any material deficiency is found. A government-mandated or voluntary recall by us could occur as a result of an unacceptable risk to health, component failures, malfunctions, manufacturing defects, labeling or design deficiencies, packaging defects or other deficiencies or failures to comply with applicable regulations. Product defects or other errors may occur in the future.

Depending on the corrective action we take to redress a product's deficiencies or defects, the FDA (or foreign regulatory authorities) may require, or we may decide, that we will need to obtain new clearances, certifications or approvals for the device before we may market or distribute the corrected device. Seeking such clearances, certifications or approvals 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 warning letters from the FDA (or foreign regulatory authorities), product seizure, injunctions, administrative penalties or civil or criminal fines.

Companies are required to maintain certain records of recalls and corrections, even if they are not reportable to the FDA (or similar foreign authorities). We may initiate voluntary withdrawals or corrections for our products in the future that we determine do not require notification of the FDA (or similar foreign authorities). If the FDA (or similar foreign authorities) disagrees with our determinations, it could require us to report those actions as recalls and we may be subject to enforcement action. A future recall announcement could harm our reputation with customers, potentially lead to product liability claims against us and negatively affect our sales. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, will require the dedication of our time and capital, distract management from operating our business and may harm our reputation and financial results.

If we do not obtain and maintain international regulatory registrations, clearances, certifications or approvals for our products, we will be unable to market and sell our products outside of the United States.

Sales of our products outside of the United States are subject to foreign regulatory requirements that vary widely from country to country. In addition, the FDA regulates exports of medical devices from the United States. While the regulations of some countries may not impose barriers to marketing and selling our products or only require notification, others require that we obtain the clearance, certification or approval of a specified regulatory body. Complying with foreign regulatory requirements, including obtaining registrations, clearances, certifications or approvals, can be expensive and time-consuming, and we may not receive regulatory clearances, certifications or approvals in each country in which we plan to market our products or we may be unable to do so on a timely basis. The time required to obtain registrations, clearances, certifications or approvals, if required by other countries, may be longer than that required for FDA clearance or approval, and requirements for such registrations, clearances, certifications or approvals may significantly differ from FDA requirements. If we modify our products, we may need to apply for additional regulatory clearances, certifications or approvals before we are permitted to sell the modified product. In addition, we may not continue to meet the quality and safety standards required to maintain the authorizations (approvals or certifications) that we have received. If we are unable to maintain our authorizations or certifications in a particular country, we will no longer be able to sell the applicable product in that country.

Regulatory clearance or approval by the FDA does not ensure registration, clearance, certification or approval by regulatory authorities or notified bodies in other countries, and registration, clearance, certification or approval by one or more foreign regulatory authorities or notified bodies does not ensure registration, clearance, certification or approval by regulatory authorities or notified bodies in other foreign countries or by the FDA. However, a failure or delay in obtaining registration or regulatory clearance, certification or approval in one country may have a negative effect on the regulatory process in others.

The clinical trial process is lengthy and expensive with uncertain outcomes. Results of earlier studies may not be predictive of future clinical trial results, or the safety or efficacy profile for such products.

Clinical testing is difficult to design and implement, can take many years, can be expensive and carries uncertain outcomes. We intend to conduct additional clinical trials and to generate clinical data that will help us demonstrate the benefits of our system compared to manual cataract surgery conducted without a laser system, or with competing laser systems.

The results of preclinical studies and clinical trials of our products conducted to date and ongoing or future studies and trials of our current, planned or future products may not be predictive of the results of later clinical trials, and interim results of a clinical trial do not necessarily predict final results. Our interpretation of data and results from our clinical trials do not ensure that we will achieve similar results in future clinical trials. In addition, preclinical and clinical data are often susceptible to various interpretations and analyses, and many companies that have believed their products performed satisfactorily in preclinical studies and earlier clinical trials have nonetheless failed to replicate results in later clinical trials. Products in later stages of clinical trials may fail to show the desired safety and efficacy despite having progressed through nonclinical studies and earlier clinical trials. Failure can occur at any stage of clinical testing. Our clinical studies may produce negative or inconclusive results, and we may decide, or regulators or notified bodies may require us, to conduct additional clinical and non-clinical testing in addition to those we have planned.

The initiation and completion of any of clinical studies may be prevented, delayed, or halted for numerous reasons. We may experience delays in our ongoing clinical trials for a number of reasons, which could adversely affect the costs, timing or successful completion of our clinical trials, including related to the following:

- we may be required to submit an Investigational Device Exemption, or IDE, application to FDA, which must become effective prior to commencing certain human clinical trials of medical devices, and FDA may reject our IDE application and notify us that we may not begin clinical trials, and similar risks may apply in foreign jurisdictions;
- regulators and other comparable foreign regulatory authorities may disagree as to the design or implementation of our clinical trials;
- regulators, Institutional Review Boards, or IRBs, or other reviewing bodies may not authorize us or our investigators to commence a clinical trial, or to conduct or continue a clinical trial at a prospective or specific trial site;
- we may not reach agreement on acceptable terms with prospective contract research organizations, or CROs, and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- clinical trials may produce negative or inconclusive results, and we may decide, or regulators or notified bodies may require us, to conduct additional clinical trials or abandon product development programs;
- the number of subjects or patients required for clinical trials may be larger than we anticipate, enrollment in these clinical trials may be insufficient or slower than we anticipate, and the number of clinical trials being conducted at any given time may be high and result in fewer available patients for any given clinical trial, or patients may drop out of these clinical trials at a higher rate than we anticipate;
- our third-party contractors, including those manufacturing products or conducting clinical trials on our behalf, may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all;
- we might have to suspend or terminate clinical trials for various reasons, including a finding that the subjects are being exposed to unacceptable health risks;
- we may have to amend clinical trial protocols or conduct additional studies to reflect changes in regulatory requirements or guidance, which we may be required to submit to an IRB (or other reviewing bodies), regulatory authorities, or both, for re-examination;
- regulators, IRBs, other reviewing bodies, or other parties may require or recommend that we or our investigators suspend or terminate clinical research for various reasons, including safety signals or noncompliance with regulatory requirements;
- the cost of clinical trials may be greater than we anticipate;
- clinical sites may not adhere to the clinical protocol or may drop out of a clinical trial;
- we may be unable to recruit a sufficient number of clinical trial sites;
- regulators, IRBs, or other reviewing bodies may fail to approve or subsequently find fault with our manufacturing processes or facilities of third-party manufacturers with which we enter into agreement for clinical and commercial supplies, the supply of devices or other materials necessary to conduct clinical trials may be insufficient, inadequate or not available at an acceptable cost, or we may experience interruptions in supply;
- approval or certification policies or regulations of FDA or applicable foreign regulatory agencies may change in a manner rendering our clinical data insufficient for certification or approval; and
- our current or future products may have undesirable side effects or other unexpected characteristics.

Any of these occurrences may significantly harm our business, financial condition and prospects. In addition, disruptions related to public health crises may increase the likelihood that we encounter such difficulties or delays in initiating, enrolling, conducting or completing our planned and ongoing clinical trials. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval or certification of our product candidates.

Patient enrollment in clinical trials and completion of patient follow-up depend on many factors, including the size of the patient population, the nature of the trial protocol, the proximity of patients to clinical sites, the eligibility criteria for the clinical trial, patient compliance, competing clinical trials and clinicians' and patients' perceptions as to the potential advantages of the product being studied in relation to other available therapies, including any new treatments that may be approved for the indications we are investigating. For example, patients may be discouraged from enrolling in our clinical trials if the trial protocol requires them to undergo extensive post-treatment procedures or follow-up to assess the safety and efficacy of a product candidate, or they may be persuaded to participate in contemporaneous clinical trials of a competitor's product candidate. In addition, patients participating in our clinical trials may drop out before completion of the trial or experience adverse medical events unrelated to our products. Delays in patient enrollment or failure of patients to continue to participate in a clinical trial may delay commencement or completion of the clinical trial, cause an increase in the costs of the clinical trial and delays, or result in the failure of the clinical trial.

Clinical trials must be conducted in accordance with the laws and regulations of the FDA and other applicable regulatory authorities' legal requirements, regulations or guidelines, and are subject to oversight by these governmental agencies and IRBs, or other reviewing bodies, at the medical institutions where the clinical trials are conducted. In addition, clinical trials must be conducted with supplies of our devices produced under cGMP, requirements and other regulations. Furthermore, we rely on CROs, and clinical trial sites to ensure the proper and timely conduct of our clinical trials and while we have agreements governing their committed activities, we have limited influence over their actual performance. We depend on our collaborators and on medical institutions and CROs to conduct our clinical trials in compliance with good clinical practice, or GCP, requirements. To the extent our collaborators or the CROs fail to enroll participants for our clinical trials, fail to conduct the study to GCP standards or are delayed for a significant time in the execution of trials, including achieving full enrollment, we may be affected by increased costs, program delays or both. In addition, clinical trials that are conducted in countries outside the United States may subject us to further delays and expenses as a result of increased shipment costs, additional regulatory requirements and the engagement of non-U.S. CROs, as well as expose us to risks associated with clinical investigators who are unknown to the FDA, and different standards of diagnosis, screening and medical care.

Even if our future products are cleared or approved in the United States, commercialization of our products in foreign countries would require clearance, certification or approval by regulatory authorities or notified bodies in those countries. Clearance, certification or approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the United States, including additional preclinical studies or clinical trials. Any of these occurrences could have an adverse effect on our business, financial condition and results of operations.

Legislative or regulatory reforms in the United States or the EU may make it more difficult and costly for us to obtain regulatory clearances, certifications or approvals for our products or to manufacture, market or distribute our products after clearance, certification or approval is obtained.

From time to time, legislation is drafted and introduced in Congress that could significantly change the statutory provisions governing the regulation of medical devices. 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 future products under development or impact our ability to modify our currently cleared products on a timely basis.

In addition, FDA regulations and guidance are often revised or reinterpreted by the FDA in ways that may significantly affect our business and our products. For example, on February 23, 2024, the FDA issued a final rule to amend the QSR, the FDA's regulation governing current good manufacturing practices for medical devices, to align more closely with the International Organization for Standardization ("ISO") standards. Specifically, this final rule, which the FDA expects to go into effect on February 2, 2026, replaces the QSR with the Quality Management System Regulation, and among other things, incorporates by reference the quality management system requirements of ISO 13485:2016. Although the FDA has stated that the standards contained in ISO 13485:2016 are substantially similar to those set forth in the QSR, it is unclear the extent to which this final rule, once effective, could impose additional or different regulatory requirements that could increase the costs of compliance or otherwise create market pressure that may negatively affect our business. Any new statutes, regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of any future products or make it more difficult to obtain approval for, manufacture, market or distribute our products. We cannot determine what effect changes in regulations, statutes, legal interpretation or policies, when and if promulgated, enacted or adopted may have on our business in the future. Such changes could, among other things, require additional testing prior to obtaining clearance or approval; changes to manufacturing methods; recall, replacement or discontinuance of our products; or additional record keeping. The FDA's and other regulatory authorities' policies may change and additional government regulations may be enacted that could prevent, limit or delay regulatory clearance or approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may be subject to enforcement action and we may not achieve or sustain profitability.

In addition, the regulatory landscape related to medical devices in the EU recently evolved, and continues to undergo legislative changes. On May 26, 2021, the EU Medical Devices Regulation became applicable, and repealed and replaced the EU Medical Devices Directive and the Active Implantable Medical Devices Directive. Unlike directives, which must be implemented into the national laws of the EU member states, regulations are directly applicable (i.e., without the need for adoption of EU member state laws implementing them) in all EU member states and are intended to eliminate current differences in the regulation of medical devices among EU member states. The EU Medical Devices Regulation, among other things, is intended to establish a uniform, transparent, predictable and sustainable regulatory framework across the EU for medical devices and ensure a high level of safety and health while supporting innovation.

The modifications brought by this new Regulation may have an effect on the way we intend to develop our business in the EU and EEA. For example, as a result of the transition towards the new regime, notified body review times have lengthened, and product introductions or modifications could be delayed, which could adversely affect our ability to grow our business in a timely manner.

Disruptions at the FDA and other government agencies and notified bodies caused by funding shortages, staffing limitations, or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, cleared or approved or commercialized in a timely manner or at all, which could negatively impact our business.

The ability of the FDA, foreign regulatory agencies and notified bodies to review and clear, certify or approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's, foreign regulatory agencies' and notified bodies' ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's, foreign regulatory agencies' and notified bodies' ability to perform routine functions. Average review times at the FDA, foreign regulatory agencies and notified bodies have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA, foreign regulatory agencies and notified bodies may also slow the time necessary for new medical devices or modifications to cleared, certified or approved medical devices to be reviewed and cleared, certified or approved by necessary government agencies (or other notified bodies), which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities. In addition, the current U.S. Presidential administration has issued certain policies and Executive Orders directed towards reducing the employee headcount and costs associated with U.S. administrative agencies, including the FDA, and it remains unclear the degree to which these efforts may limit or otherwise adversely affect the FDA's ability to conduct their activities.

If there were a prolonged government shutdown in response to a health pandemic or otherwise, or if global health concerns, funding shortages or staffing limitations prevent the FDA or other regulatory authorities or notified bodies from conducting their regular inspections, audits, reviews, or other regulatory activities, it could significantly impact the ability of the FDA, or other regulatory authorities or notified bodies, to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

In the EU, notified bodies must be officially designated to certify products and services in accordance with the EU Medical Devices Regulation. Their designation process, which is significantly stricter under the new Regulation, has experienced considerable delays following the COVID-19 pandemic. Despite a recent increase in designations, the current number of notified bodies designated under the new Regulation remains significantly lower than the number of notified bodies designated under the previous regime. The current designated notified bodies, are therefore, facing a backlog of requests as a consequence of which review times have lengthened. This situation may impact the way we are conducting our business in the EU and the EEA and the ability of our notified body to timely review and process our regulatory submissions and perform its audits.

Enacted and future healthcare legislation may increase the difficulty and cost for us to commercialize our ALLY System or other products we may develop in the future and may affect the prices we may set.

In the United States, the EU and other jurisdictions, there have been and continue to be a number of legislative initiatives and judicial challenges to contain healthcare costs. For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively the ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the United States medical device industry.

Since its enactment, there have been judicial, executive and Congressional challenges to certain aspects of the ACA, as well as other efforts to challenge, repeal or replace the ACA that may impact our business or financial condition. On June 17, 2021, the U.S. Supreme Court dismissed the most recent judicial challenge to the ACA without specifically ruling on the constitutionality of the ACA.

Moreover, other legislative changes have been proposed and adopted since the ACA was enacted. For example, the Budget Control Act of 2011, among other things, included reductions to Medicare payments to providers. Additionally, the American Taxpayer Relief Act of 2012, among other things, reduced Medicare payments to several providers, including hospitals, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. We expect that additional U.S. federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that the U.S. federal government will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressures and could seriously harm our business.

For EU member states, in December 2021, the EU Regulation No 2021/2282 on Health Technology Assessment, or HTA, amending Directive 2011/24/EU, was adopted. The Regulation entered into force in January 2022 and has been applicable since January 2025, with phased implementation based on the type of product, for example, certain high-risk medical devices as of 2026. The Regulation intends to boost cooperation among EU member states in assessing health technologies, including certain high-risk medical devices, and provide the basis for cooperation at the EU level for joint clinical assessments in these areas. It will permit EU member states to use common HTA tools, methodologies, and procedures across the EU, working together in four main areas, including joint clinical assessment of the innovative health technologies with the highest potential impact for patients, joint scientific consultations whereby developers can seek advice from HTA authorities, identification of emerging health technologies to identify promising technologies early, and continuing voluntary cooperation in other areas. Individual EU member states will continue to be responsible for assessing non-clinical (e.g., economic, social, ethical) aspects of health technology, and making decisions on pricing and reimbursement.

We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action in the United States, the EU or any other jurisdiction. If we or any third parties we may engage are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we or such third parties are not able to maintain regulatory compliance, we may not be able to achieve or sustain profitability or successfully market our ALLY System or any other products we may develop and obtain clearance for in the future.

We may be subject to certain federal, state and foreign laws pertaining to healthcare fraud and abuse, including anti-kickback, self-referral, false claims and fraud laws, and any violations by us of such laws could result in fines or other penalties.

Although none of the procedures using our products are currently covered by any state, federal or foreign government healthcare programs or other third-party payors, applicable agencies and regulators may interpret that our commercial, research and other financial relationships with healthcare providers, institutions and GPOs are nonetheless subject to various federal, state and foreign laws intended to prevent healthcare fraud and abuse, including the following:

- the federal Anti-Kickback Statute, which prohibits, among other things, any person from knowingly and willfully offering, soliciting, receiving or providing remuneration, directly or indirectly, to induce either the referral of an individual for an item or service or the purchasing or ordering of a good or service, for which payment may be made under federal healthcare programs such as the Medicare and Medicaid programs. Remuneration has been broadly defined to include anything of value, including cash, improper discounts and free or reduced price items and services. In addition, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- the federal False Claims Act, which prohibits, among other things, individuals or entities from knowingly presenting, or causing to be presented, false claims, or knowingly using false statements, to obtain payment from the federal government, and which may apply to entities that provide coding and billing advice to customers. The federal False Claims Act has been used to prosecute persons submitting claims for payment that are inaccurate or fraudulent, that are for services not provided as claimed or for services that are not medically necessary. In addition, the government may assert that a claim including items and services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act. The federal False Claims Act also includes a whistleblower provision that allows individuals to bring actions on behalf of the federal government and share a portion of the recovery of successful claims;

- the federal Civil Monetary Penalties law, which prohibits, among other things, offering or transferring remuneration to a federal healthcare beneficiary that a person knows or should know is likely to influence the beneficiary's decision to order or receive items or services reimbursable by the government from a particular provider or supplier;

- the federal Health Insurance Portability and Accountability Act of 1996, as amended, also created federal criminal laws that prohibit executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation;

- the Physician Payments Sunshine Act and its implementing regulations, which require certain manufacturers of drugs, devices, biologics and medical supplies that are reimbursable under Medicare, Medicaid, or the Children's Health Insurance Program to report annually to the government information related to certain payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain non-physician providers such as physician assistants and nurse practitioners, and teaching hospitals, as well as ownership and investment interests held by the physicians described above and their immediate family members;

- analogous state and foreign laws and regulations, including state anti-kickback and false claims laws, which apply to items and services reimbursed by any third-party payor, including private insurers and self-pay patients; state laws that require device manufacturers to comply with the industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the U.S. federal government, or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; and state laws and regulations that require manufacturers to track gifts and other remuneration and items of value provided to healthcare professionals and entities; and

- EU and other foreign law equivalents of each of the laws, including reporting requirements detailing interactions with and payments to healthcare providers.

If our operations are found to be in violation of any of the laws described above or any other governmental laws and regulations that may apply to us, we may be subject to significant penalties, including civil, criminal and administrative penalties, damages, fines, exclusion from government-funded healthcare programs, such as Medicare and Medicaid or similar programs in other countries or jurisdictions, disgorgement, individual imprisonment, contractual damages, reputational harm, diminished profits and the curtailment or restructuring of our operations. Further, defending against any such actions can be costly, time-consuming and may require significant personnel resources. Therefore, even if we are successful in defending against any such actions that may be brought against us, our business may be impaired.

We are subject to anti-corruption, anti-bribery and similar laws and any violations by us of such laws could result in fines or other penalties.

A majority of our revenue is derived from operations outside of the United States and is subject to requirements under the U.S. Treasury Department's Office of Foreign Assets Control, anti-corruption, anti-bribery and similar laws, such as the Foreign Corrupt Practices Act, or FCPA, the U.K. Bribery Act 2010, and other anti-corruption, anti-bribery and anti-money laundering laws in countries in which we conduct activities. The FCPA prohibits, among other things, improper payments or offers of payments to foreign governments and their officials for the purpose of obtaining or retaining business. Recently, the U.S. Department of Justice has increased its enforcement activities with respect to the FCPA.

Our safeguards to discourage improper payments or offers of payments by our employees, consultants, sales agents or distributors may be ineffective. Any violations of the FCPA and similar laws may result in severe criminal or civil sanctions, or other liabilities or proceedings against us, and would likely harm our reputation, business, financial condition and result of operations.

Our employees, independent contractors, principal investigators, consultants, vendors, distributors and contract research organizations may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk that our employees, independent contractors, principal investigators, consultants, vendors, distributors and contractor research organizations, or CROs, may engage in fraudulent or other illegal activity. While we have policies and procedures in place prohibiting such activity, misconduct by these parties could include among other infractions or violations intentional, reckless or negligent conduct or unauthorized activity that violates: (i) FDA (and foreign regulatory authorities') regulations, including those laws that require the reporting of true, complete and accurate information to the FDA (or foreign regulatory authorities); (ii) manufacturing standards; (iii) federal, state and foreign healthcare fraud and abuse laws and regulations; (iv) laws that require the true, complete and accurate reporting of financial information or data; or (v) other commercial or regulatory laws or requirements. Specifically, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Activities subject to these laws also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. It is not always possible to identify and deter misconduct by our employees and other third parties, and the 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 be in compliance with such 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, 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.

Risks Related to Intellectual Property Matters

Our success will depend on our ability to obtain, maintain, and protect our intellectual property rights.

Our commercial success will depend in part on our success in obtaining and maintaining issued patents, trademarks and other intellectual property rights in the United States and elsewhere and protecting our proprietary technology. If we do not adequately protect our intellectual property and proprietary technology, competitors may be able to use our technologies we have acquired in the marketplace and erode or negate any competitive advantage we may have, which could harm our business and ability to achieve profitability.

We rely on a combination of contractual provisions, confidentiality procedures and patent, copyright, trademark, trade secret and other intellectual property laws to protect the proprietary aspects of our products, brands, technologies and data. These legal measures afford only limited protection, and competitors or others may gain access to or use our intellectual property and proprietary information. Our success will depend, in part, on preserving our trade secrets, maintaining the security of our data and know-how and obtaining and maintaining other intellectual property rights. We may not be able to obtain or maintain intellectual property or other proprietary rights necessary to our business or in a form that provides us with a competitive advantage.

In addition, our efforts to enter into confidentiality agreements with our employees, consultants, clients and other vendors who have access to our confidential information, trade secrets, data and know-how may not prevent unauthorized use, misappropriation, or disclosure to unauthorized parties, and such information could otherwise become known or be independently discovered by third parties. Our intellectual property, including trademarks, could be challenged, invalidated, infringed, or circumvented by third parties, and our trademarks could also be diluted, declared generic or found to be infringing on other marks. If any of the foregoing occurs, we could be forced to re-brand our products, resulting in loss of brand recognition and requiring us to devote resources to advertising and marketing new brands, and suffer other competitive harm. Third parties may also adopt trademarks similar to ours, which could harm our brand identity and lead to market confusion.

Failure to obtain and maintain intellectual property rights necessary to our business and failure to protect, monitor, and control the use of our intellectual property rights could negatively impact our ability to compete and cause us to incur significant expenses. The intellectual property laws and other statutory and contractual arrangements in the United States and other jurisdictions may not provide sufficient protection in the future to prevent the infringement, use, violation, or misappropriation of our trademarks, data, technology, and other intellectual property and services, and may not provide an adequate remedy if our intellectual property rights are infringed, misappropriated, or otherwise violated.

We rely, in part, on our ability to obtain, maintain, expand, enforce, and defend the scope of our intellectual property portfolio or other proprietary rights, including the amount and timing of any payments we may be required to make in connection with the filing, licensing, defending, and enforcement of any patents or other intellectual property rights. The process of applying for and obtaining a patent is expensive, time-consuming and complex, and we may not be able to file, prosecute, maintain, enforce, or license all necessary or desirable patent applications at a reasonable cost, in a timely manner, or in all jurisdictions where protection may be commercially advantageous, or we may not be able to protect our proprietary rights at all in such jurisdictions. We may not be successful in protecting our proprietary rights, and unauthorized parties may be able to obtain and use information that we regard as proprietary.

We own numerous issued patents and pending patent applications. As of September 30, 2025, we owned approximately 72 U.S. patents, 27 pending U.S. patent applications, 203 issued foreign patents, and 86 pending foreign and Patent Cooperation Treaty applications. The patent positions of medical device companies, including our patent position, may involve complex legal and factual questions, and therefore, the scope, validity, and enforceability of any patent claims that we may obtain cannot be predicted with certainty.

Though an issued patent is presumed valid and enforceable, its issuance is not conclusive as to its validity or its enforceability and it may not provide us with adequate proprietary protection or competitive advantages against competitors with similar products. Patents (or some of the claims therein), if issued, may be challenged, deemed unenforceable, invalidated, or circumvented. Proceedings challenging our patents could result in either loss of the patent, or denial of the patent application or loss or reduction in the scope of one or more of the claims of the patent or patent application. In addition, such proceedings may be costly. Thus, any patents that we may own may not provide any protection against competitors. Furthermore, an adverse decision may result in a third party receiving a patent right sought by us, which in turn could affect our ability to commercialize our products.

Competitors could purchase our products and attempt to replicate or reverse engineer some or all of the competitive advantages we derive from our development efforts, willfully infringe our intellectual property rights, design around our patents, or develop and obtain patent protection for more effective technologies, designs, or methods. We may be unable to prevent the unauthorized disclosure or use

of our technical knowledge or trade secrets by consultants, suppliers, vendors, former employees, and current employees. Further, the laws of some foreign countries do not protect our proprietary rights to the same extent as the laws of the United States, including the protection of surgical and medical methods, and we may encounter significant problems in protecting our proprietary rights in these countries.

In addition, proceedings to enforce or defend our patents could put our patents (or some of the claims therein) at risk of being invalidated, held unenforceable, or interpreted narrowly. Such proceedings could also provoke third parties to assert claims against us, including that some or all of the claims in one or more of our patents are invalid or otherwise unenforceable. If any of our patents covering our products are invalidated or found unenforceable, or if a court found that valid, enforceable patents held by third parties covered one or more of our products, our competitive position could be harmed or we could be required to incur significant expenses to enforce or defend our rights.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- any of our patents, or any of our pending patent applications, if issued, will include claims having a scope sufficient to protect our products;
- any of our pending patent applications will issue as patents;
- we will be able to successfully commercialize our products on a substantial scale, if approved, before our relevant patents expire;
- we were the first to make the inventions covered by each of our patents and pending patent applications;
- we were the first to file patent applications for these inventions;
- others will not develop similar or alternative technologies that do not infringe our patents;
- any of our patents will ultimately be found to be valid and enforceable;
- any patents issued to us will provide a basis for an exclusive market for our commercially viable products, will provide us with any competitive advantages, or will not be challenged by third parties;
- we will develop additional proprietary technologies or products that are separately patentable; or
- our commercial activities or products will not infringe upon the patents of others.

Even if we are able to obtain patent protection, such patent protection may be of insufficient scope to achieve our business objectives. Issued patents may be challenged, narrowed, invalidated, or circumvented. Decisions by courts and governmental patent agencies may introduce uncertainty in the enforceability or scope of patents owned by or licensed to us. Furthermore, the issuance of a patent does not give us the right to practice the patented invention. Third parties may have blocking patents that could prevent us from marketing our own products and practicing our own technology. Alternatively, third parties may seek approval or certification to market their own products similar to or otherwise competitive with our products. In these circumstances, we may need to defend or assert our patents, including by filing lawsuits alleging patent infringement. In any of these types of proceedings, a court or agency with jurisdiction may find our patents invalid, unenforceable, or not infringed; competitors may then be able to market products and use manufacturing and analytical processes that are substantially similar to ours. Even if we have valid and enforceable patents, these patents still may not provide protection against competing products or processes sufficient to achieve our business objectives.

Obtaining and maintaining 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.

The U.S. Patent and Trademark Office, or USPTO, and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee-payment, and other similar provisions during the patent application process. In addition, periodic maintenance fees on issued patents often must be paid to the USPTO and foreign patent agencies over the lifetime of the patent. While an unintentional lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Even if a lapse is cured, thus reviving the patent or application, there is a

risk that the revival can be challenged by third parties in administrative proceedings and litigation, and that the revival can be overruled. Non-compliance events that could result in abandonment or lapse of a patent or patent application include failure to respond to official actions within prescribed time limits, non-payment of fees, and failure to properly legalize and submit formal documents. If we fail to maintain the patents and patent applications covering our products, we may not be able to stop a competitor from marketing products that are the same as or similar to our products, which would have a material adverse effect on our business.

Changes in patent law could diminish the value of patents in general, thereby impairing our ability to protect our existing and future products.

Future changes to existing patent law could lead to uncertainties and increased costs surrounding the prosecution, enforcement, and defense of our patents and applications. Furthermore, U.S. and foreign courts have made, and will likely continue to make, changes in how the patent laws in their respective jurisdictions are interpreted. In several recent patent cases, the U.S. Supreme Court has narrowed the scope of patent protection available or weakened the rights of patent owners in certain situations. We cannot predict future changes in the interpretation of patent laws and regulations or changes to patent laws and regulations that might be enacted into law by U.S. and foreign legislative bodies and patent offices. Those changes may materially affect our ability to obtain additional patent protection in the future, the value of our patents, and our ability to enforce our patents.

If we cannot license and maintain rights to use third-party technology on reasonable terms, we may not be able to successfully commercialize our products. Our licensed or acquired technology may lose value or utility over time.

In the past, we have licensed the right to use technology from third parties and may choose or need to do so in the future, including to develop or commercialize new products or services. We may also need to negotiate licenses to practice certain intellectual property rights such as patents or patent applications before or after introducing a commercial product, and we may not be able to obtain necessary licenses to such intellectual property rights. If we are unable to enter into the necessary licenses on acceptable terms or at all, if any necessary licenses are subsequently terminated, if the licensors fail to abide by the terms of the licenses or fail to prevent infringement by third parties, or if the licensed patents or other rights are found to be invalid or unenforceable, our business may suffer. In addition, any technology licensed or acquired by us may lose value or utility, including as a result of a change in the industry, in our business objectives, others' technology, a dispute with the licensor, or circumstances outside our control. In return for the use of a third party's technology or intellectual property rights, we may agree to pay the licensor royalties based on sales of our products or services. If we are unable to negotiate reasonable royalties or if we have to pay royalties on technology that becomes less useful for us or ceases to provide value to us, our profit margin will be reduced and we may suffer losses.

We may become a party to intellectual property litigation or administrative proceedings that could be costly and could interfere with our ability to sell and market our products.

The medical device industry has been characterized by extensive litigation regarding patents, trademarks, trade secrets, and other intellectual property rights, and companies in the industry have used intellectual property litigation to gain a competitive advantage. It is possible that U.S. and foreign patents and pending patent applications or trademarks controlled by third parties may be alleged to cover our products, or that we may be accused of misappropriating third parties' trade secrets. Additionally, our products include components that we purchase from vendors, and may include design components that are outside of our direct control. Our competitors, many of which have substantially greater resources and have made substantial investments in patent portfolios, trade secrets, trademarks, and competing technologies, may have applied for or obtained, or may in the future apply for or obtain, patents or trademarks that will prevent, limit, or otherwise interfere with our ability to make, use, sell, or export our products or to use our technologies or product names. Moreover, in recent years, individuals and groups that are non-practicing entities, commonly referred to as "patent trolls," have purchased patents and other intellectual property assets for the purpose of making claims of infringement in order to extract settlements. From time to time, we may receive threatening letters, notices, or "invitations to license," or may be the subject of claims that our products and business operations infringe or violate the intellectual property rights of others. These matters can be time consuming and costly to defend in litigation, divert management's attention and resources, damage our reputation and brand and cause us to incur significant expenses or make substantial payments. Vendors from whom we purchase hardware or software may not indemnify us in the event that such hardware or software is accused of infringing a third party's patent or trademark or of misappropriating a third party's trade secret.

Since patent applications are confidential for a period of time after filing, we cannot be certain that we were the first to file any patent application related to our products. Because of the confidential nature of patent applications, we do not know at any given time what patent applications are pending that may later issue as a patent and be asserted by a third party against us. Competitors may also contest our patents, if issued, by showing the patent examiner that the invention was not original, was not novel, or was invalid or unenforceable for other reasons. In litigation or administrative proceedings, a competitor could claim that our patents, if issued, are not valid for a number of reasons. If such competitor prevails, we could lose our rights to those challenged patents or have the scope of those rights narrowed.

In addition, we may in the future be subject to claims by our former employees or consultants asserting an ownership right in our patents, patent applications or other intellectual property, as a result of the work they performed on our behalf. Although we have a general requirement that our employees, consultants, and any other partners or collaborators who have access to our proprietary know-how, information or technology assign to us, or grant us similar rights to, their inventions, this may not fully protect us from intellectual property claims. Additionally, we cannot be certain that we have executed such agreements with all parties who may have contributed to our intellectual property, that our agreements with such parties will be upheld in the face of a potential challenge, that such agreements will adequately protect us, or that such agreements will not be breached, nor can we be certain that we will have an adequate remedy for any of the foregoing.

Any lawsuits relating to intellectual property rights could subject us to significant liability for damages and invalidate our proprietary rights. Any potential intellectual property litigation also could force us to do one or more of the following:

- stop making, selling, or using products or technologies that allegedly infringe the asserted intellectual property;
- lose the opportunity to license our intellectual property to others or to collect royalty payments based upon successful protection and assertion of our intellectual property rights against others;
- incur significant legal expenses;
- pay substantial damages or royalties to the party whose intellectual property rights we may be found to be infringing;
- pay the attorney's fees and costs of litigation to the party whose intellectual property rights we may be found to be infringing;
- redesign those products or technologies that contain the allegedly infringing intellectual property, which could be costly and disruptive, and may be infeasible; and
- attempt to obtain a license to the relevant intellectual property from third parties, which may not be available on reasonable terms or at all, or from third parties who may attempt to license rights that they do not have.

Any litigation or claim against us, even those without merit or those where we prevail, may cause us to incur substantial costs, and could place a significant strain on our financial resources, divert the attention of management from our core business, and harm our reputation. If we are found to have infringed the intellectual property rights of third parties, we could be required to pay substantial damages, including third-party lost profits, the disgorgement of our profits, or substantial royalties (all of which may be increased, including three times the awarded damages, if we are found to have willfully infringed third-party patents or trademarks or to have misappropriated trade secrets) and could be prevented from selling our products unless we obtain a license or are able to redesign our products to avoid infringement. Any such license may not be available on reasonable terms, if at all, and there can be no assurance that we would be able to redesign our products in a way that would not infringe the intellectual property rights of others. Although patent, trademark, trade secret, and other intellectual property disputes in the medical device area are often settled through licensing or similar arrangements, costs associated with such arrangements may be substantial and could include ongoing royalties. If we do not obtain necessary licenses, we may not be able to redesign our products to avoid infringement. We could encounter delays in product introductions while we attempt to develop alternative methods or products, and these alternative methods or products may be less competitive, which could adversely affect our competitive business position. If we fail to obtain any required licenses or fail to make any necessary changes to our products or technologies, we may have to withdraw existing products from the market or may be unable to commercialize one or more of our products.

In addition, we generally indemnify our customers with respect to our products' infringement of the proprietary rights of third parties. If third parties assert infringement claims against our customers, these claims may require us to initiate or defend protracted and costly litigation on behalf of our customers, regardless of the merits of these claims. If any of these claims succeed or settle, we may be forced to pay damages or settlement payments on behalf of our customers or may be required to obtain licenses for the products they use. If we cannot obtain all necessary licenses on commercially reasonable terms, our customers may be forced to stop using our products.

Similarly, interference or derivation proceedings provoked by third parties or brought by the USPTO may be necessary to determine priority with respect to our patents, patent applications, trademarks or trademark applications. We may also become involved in other proceedings, such as reexamination, inter partes review, post-grant review, derivation proceedings, or opposition proceedings before the USPTO or other jurisdictional body relating to our intellectual property rights or the intellectual property rights of others. Adverse determinations in a judicial or administrative proceeding or failure to obtain necessary licenses could prevent us from manufacturing our products or using product names, which would have a significant adverse impact on our business, financial condition, and results of operations.

Additionally, competitors may infringe our issued patents or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims or initiate other proceedings to protect or enforce our patents or other intellectual property rights, which could be expensive, time-consuming, and unsuccessful. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringed their intellectual property. In addition, in a patent or other intellectual property infringement proceeding, a court may decide that a patent or other intellectual property of ours is invalid or unenforceable, in whole or in part, construe the patent's claims or other intellectual property narrowly, or refuse to stop the other party from using the technology at issue on the grounds that our patents or other intellectual property do not cover the technology in question. Furthermore, even if our patents or other intellectual property are found to be valid and infringed, a court may refuse to grant injunctive relief against the infringer and instead grant us monetary damages or ongoing royalties. Such monetary compensation may be insufficient to adequately offset the damage to our business caused by the infringer's competition in the market. An adverse result in any litigation proceeding could put one or more of our patents or other intellectual property at risk of being invalidated or interpreted narrowly, which could adversely affect our competitive business position, financial condition, and results of operations.

If we are unable to protect the confidentiality of our other proprietary information, our business and competitive position may be harmed.

In addition to patent protection, we also rely on protection of trade secrets, know-how, and other proprietary information that is not patentable or that we elect not to patent. However, trade secrets can be difficult to protect and some courts are less willing to protect trade secrets to the extent we deem necessary to adequately enforce our rights. To maintain the confidentiality of our trade secrets and proprietary information, we rely heavily on confidentiality provisions contained in the contracts executed by our employees, consultants, collaborators, and others upon the commencement of their relationship with us. We cannot guarantee that we have entered into such agreements with each party that may have or have had access to our trade secrets or proprietary technology and processes. Also, despite the existence of these confidentiality restrictions or our efforts to monitor how our trade secrets are used or disclosed, we may not be able to prevent the unauthorized disclosure or use of our technical knowledge or other trade secrets by such third parties. These contracts may not provide meaningful protection for our trade secrets, know-how, or other proprietary information in the event the unauthorized use, misappropriation, or disclosure of such trade secrets, know-how, or other proprietary information is outside the scope of the provisions of the contracts. There can be no assurance that such third parties will not breach their agreements with us, that we will become aware of such breaches, that we will have adequate remedies for any breach, or that our trade secrets will not otherwise become known or independently developed by competitors.

Monitoring unauthorized use and disclosure of our intellectual property is difficult, and we do not know whether the steps we have taken to protect our intellectual property or other proprietary rights will be adequate. In addition, the laws of many foreign countries will not protect our intellectual property or other proprietary rights to the same extent as the laws of the United States. Consequently, we may be unable to prevent our proprietary technology from being exploited abroad, which could affect our ability to expand to international markets or require costly efforts to protect our technology. To the extent our intellectual property or other proprietary information protection is insufficient, we would be exposed to a greater risk of direct competition. A third party could, without authorization, copy or otherwise obtain and use our products or technology, or develop similar technology. Our competitors could purchase our products and attempt to replicate some or all of the competitive advantages we derive from our development efforts or design around our protected technology. Our failure to secure, protect and enforce our intellectual property rights could substantially harm the value of our products, brand, and business. The theft or unauthorized use or publication of our trade secrets and other confidential business information could reduce the differentiation of our products and harm our business, the value of our investment in development or business acquisitions could be reduced, and third parties might make claims against us related to losses of their confidential or proprietary information. Any of the foregoing could materially and adversely affect our business, financial condition, and results of operations.

Further, it is possible that others will independently develop the same or similar technology or products or otherwise work around our patented technology, and in such cases, we could not assert any trade secret rights against such parties. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our trade secret rights and related confidentiality and nondisclosure provisions. If we fail to obtain or maintain trade secret protection, or if our competitors obtain our trade secrets or independently develop technology or products similar to ours or competing technologies or products, our competitive market position could be materially and adversely affected.

We also seek to preserve the integrity and confidentiality of our data and other confidential information by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in the individuals, organizations and systems which comprise our security measures, agreements and security protections may be breached and detecting the disclosure or misappropriation of confidential information and enforcing a claim that a party illegally disclosed or misappropriated confidential information is difficult, expensive and time-consuming, and the outcome is unpredictable. Further, we may not be able to obtain adequate remedies for any breach.

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

A company may attempt to commercialize competing products utilizing our proprietary design, trademarks or trade names in foreign countries where we do not have any patents or patent applications and where legal recourse may be limited. This may have a significant commercial impact on our foreign business operations.

Filing, prosecuting, and defending patents or trademarks on our current and future products in all countries throughout the world would be prohibitively expensive. The requirements for patentability and trademark protection may differ in certain countries, particularly in developing countries. The laws of some foreign countries do not protect intellectual property rights including the protection of surgical and medical methods, to the same extent as laws in the United States. Consequently, we may not be able to prevent third parties from utilizing our inventions and trademarks in all countries outside the United States. Competitors may use our technologies or trademarks in jurisdictions where we have not obtained patent or trademark protection to develop or market their own products and further, may export otherwise infringing products to territories where we do have patent and trademark protection, but enforcement on infringing activities is inadequate. These products or trademarks may compete with our products or trademarks, and our patents, trademarks or other intellectual property rights may not be effective or sufficient to prevent them from competing. Proceedings to enforce our patent and trademarks rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents, patent applications, trademarks, and trademark applications in those jurisdictions, as well as elsewhere, at risk of being invalidated or interpreted narrowly and our patent or trademark applications at risk, and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Certain countries in Europe and certain developing countries, including India and China, have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In those countries, we may have limited remedies if our patents are infringed or if we are compelled to grant a license to our patents to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we own or license. Finally, our ability to protect and enforce our intellectual property rights may be adversely affected by unforeseen changes in foreign intellectual property laws.

We may be subject to claims that we or our employees have misappropriated the intellectual property of a third party, including trade secrets or know-how, or are in breach of non-competition or non-solicitation agreements with our competitors.

Many of our employees and consultants were previously employed at or engaged by other medical device or other biotechnology companies, including our competitors or potential competitors. Some of these employees, consultants, and contractors may have executed proprietary rights, non-disclosure, and non-competition agreements in connection with such previous employment. Our efforts to ensure that our employees and consultants do not use the intellectual property, proprietary information, know-how, or trade secrets of others in their work for us may not be successful, and we may be subject to claims that we or these individuals have, inadvertently or otherwise, misappropriated the intellectual property or disclosed the alleged trade secrets or other proprietary information of these former employers or competitors.

Additionally, we may be subject to claims from third parties challenging our ownership interest in intellectual property we regard as our own, based on claims that our employees or consultants have breached an obligation to assign inventions to another employer, to a former employer, or to another person or entity. Litigation may be necessary to defend against any other claims, and it may be necessary or we may desire to enter into a license to settle any such claim; however, there can be no assurance that we would be able to obtain a license on commercially reasonable terms, if at all. If our defense to those claims fails, in addition to paying monetary damages, a court could prohibit us from using technologies or features that are essential to our products, if such technologies or features are found to incorporate or be derived from the trade secrets or other proprietary information of the former employers. An inability to incorporate technologies or features that are important or essential to our products could have a material adverse effect on our business, financial condition, and results of operations, and may prevent us from selling our products. In addition, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against these claims, litigation could result in substantial costs and could be a distraction to management. Any litigation or the threat thereof may adversely affect our ability to hire employees or contract with independent sales representatives. A loss of key personnel or their work product could hamper or prevent our ability to commercialize our products, which could have an adverse effect on our business, financial condition, and results of operations.

The failure of third parties to meet their contractual, regulatory, and other obligations could adversely affect our business.

We rely on suppliers, vendors, outsourcing partners, consultants, alliance partners and other third parties to research, develop, manufacture and commercialize our products and manage certain parts of our business. Using these third parties poses a number of risks, such as:

- they may not perform to our standards or legal requirements;

- they may not produce reliable results or products;
- they may not perform in a timely manner;
- they may not maintain the confidentiality of our proprietary information;
- disputes may arise with respect to ownership of rights to technology developed with our partners, and those disputes may be resolved against us; and
- disagreements could cause delays in, or termination of, the research, development or commercialization of our products or result in litigation or arbitration.

Moreover, some third parties are located in markets subject to political and social risk, corruption, infrastructure problems and natural disasters, in addition to country-specific privacy and data security risk given current legal and regulatory environments. Failure of third parties to meet their contractual, regulatory, and other obligations may materially affect our business.

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

We rely on trademarks, service marks, trade names and brand names to distinguish our products from the products of our competitors, and have registered or applied to register many of these trademarks. It is possible that some of our trademark applications may be rejected. Although we are given an opportunity to respond, we may be unable to overcome such rejections. In addition, in proceedings before the USPTO and comparable agencies in many foreign jurisdictions, third parties are given an opportunity to oppose pending trademark applications and to seek to cancel registered trademarks. Opposition or cancellation proceedings may be filed against our trademarks, and our trademarks may not survive such proceedings. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition and could require us to devote resources towards advertising and marketing new brands. At times, competitors may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. Additionally, certain of our current or future trademarks may become so well known by the public that their use becomes generic and they lose trademark protection. 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, financial condition, and results of operations may be adversely affected.

Risks Related to Artificial Intelligence Technologies

We use artificial intelligence technologies in our business, and the deployment, use, and maintenance of these technologies involve significant technological and legal risks.

We develop and use artificial intelligence, or AI, machine learning, and automated decision-making technologies, including proprietary AI and machine learning algorithms and models, (collectively "AI Technologies"), throughout our business, and are making significant investments in this area.

For example, we use AI Technologies in our ALLY System to register and analyze patients' eyes and determine eye surface and cataract density, which helps optimize laser patterns and energy settings in cataract procedures, with the goal of minimizing the overall energy delivered in the eye for quicker visual recovery and better patient outcomes.

We expect that increased investment will be required in the future to continuously improve our use of AI Technologies. As with many technological innovations, there are significant risks involved in developing, maintaining, and deploying these technologies, including that AI-generated content, analyses, or recommendations we utilize could be deficient, that our competitors may more quickly or effectively adopt AI capabilities, or that our use of AI or other emerging technologies increases regulatory, cybersecurity and other significant risks. There can be no assurance that the usage of or our investments in such technologies will always enhance our products or services or be beneficial to our business, including our efficiency or profitability.

In particular, if the models underlying our AI Technologies are, for example: incorrectly designed or implemented; trained or reliant on incomplete, inadequate, inaccurate, biased, or otherwise poor quality data, or on data to which we do not have sufficient rights or in relation to which we and/or providers of such data have not implemented sufficient legal compliance measures; used without sufficient oversight and governance to ensure their responsible use; and/or adversely impacted by unforeseen defects, technical challenges, cybersecurity threats, or material performance issues, the performance of our products, services, and business, as well as our reputation

and the reputations of our customers, could suffer, or we could incur liability resulting from the violation of laws or contracts to which we are a party or civil claims.

We are in varying stages of development in relation to our products and internal business processes involving AI Technologies. The continuous development, maintenance and operation of our AI Technologies is expensive and complex and may involve unforeseen difficulties including, without limitation, material performance problems, undetected defects, or errors. We may be unsuccessful in our ongoing development and maintenance of these technologies in the face of novel and evolving technical, reputational and market factors. Further, our ability to continue to develop or use such technologies may be dependent on access to specific third-party software, services, and infrastructure, such as processing hardware, and we cannot control the availability or pricing of such third-party software and infrastructure, especially in a highly competitive environment.

We may not be able to obtain sufficient intellectual property protection for our AI Technologies to prevent competitors from implementing the same or similar technology in their businesses, and other individuals may apply for or obtain intellectual property protection which could limit our ability to use technology that we are currently developing.

A number of aspects of intellectual property protection in the field of AI and machine learning are currently under development, and there is uncertainty and ongoing litigation in different jurisdictions as to the degree and extent of protection warranted for AI and machine learning systems. If we fail to obtain protection for the intellectual property rights concerning our AI Technologies or products that incorporate AI Technologies, or later have our intellectual property rights invalidated or otherwise diminished, our competitors may be able to take advantage of our research and development efforts to develop competing products which could adversely affect our business, reputation, and financial condition.

Given the long history of development of AI Technologies, other parties may have (or in the future may obtain) patents or other proprietary rights that would prevent, limit, or interfere with our ability to make or use our proprietary AI Technologies.

The regulatory framework governing the use of AI Technologies is rapidly evolving, and we cannot predict how future legislation and regulation will impact our ability to offer products or services that we develop which leverage AI Technologies.

The regulatory framework for AI Technologies is rapidly evolving as many federal, state, and foreign government bodies and agencies have introduced or are currently considering additional laws and regulations. Additionally, existing laws and regulations may be interpreted in ways that would affect the operation of our AI Technologies, or could be rescinded or amended as new administrations take differing approaches to evolving AI Technologies. As a result, implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet completely determine the impact future laws, regulations, standards, or market perception of their requirements may have on our business and may not always be able to anticipate how to respond to these laws or regulations. Failure to appropriately respond to this evolving landscape may result in reputational, competitive and business harm as well as litigation and regulatory action and fines, penalties and expenses related thereto.

Already, certain existing legal regimes (e.g., relating to data privacy) regulate certain aspects of AI Technologies, and new laws regulating AI Technologies have either entered into force in the United States and the EU in 2024 or are expected to enter into force in 2025. In the United States, the Trump administration has rescinded an executive order relating to AI Technologies that was previously implemented by the Biden administration. The Trump administration may continue to rescind other existing federal orders and/or administrative policies relating to AI Technologies, or may implement new executive orders and/or other rule making relating to AI Technologies in the future. Any such changes at the federal level could require us to expend significant resources to modify our products, services, or operations to ensure compliance or remain competitive. U.S. legislation related to AI Technologies has also been introduced at the federal level and is advancing at the state level. For example, California enacted seventeen new laws in 2024 that regulate the use of AI Technologies and provide consumers with additional protections around companies' use of AI Technologies, such as requiring companies to disclose certain uses of generative AI. Other states have also passed AI-focused legislation, such as Colorado's Artificial Intelligence Act, which will require developers and deployers of "high-risk" AI systems to implement certain safeguards against algorithmic discrimination, and Utah's Artificial intelligence Policy Act, which establishes disclosure requirements and accountability measures for the use of generative AI in certain consumer interactions. Such additional regulations may impact our ability to develop, use, procure and commercialize AI Technologies in the future.

In Europe, on August 1, 2024, the EU Artificial Intelligence Act, or the EU AI Act, entered into force, and establishes a comprehensive, risk-based governance framework for AI in the EU market. The majority of the substantive requirements will apply from August 2, 2026. The EU AI Act applies to companies that develop, use and/or provide AI in the EU and depending on the AI use case includes requirements around transparency, conformity assessments and monitoring, risk assessments, human oversight, security, accuracy, general purpose AI and foundation models, and fines for breach of up to 7% of worldwide annual turnover. In addition, the revised EU Product Liability Directive came into force in December 2024, to be implemented into EU member state national law by December 2026. This Directive extends the EU's existing strict product liability regime to AI Technologies and AI-enabled products, and facilitates

civil claims in respect of harm caused by AI. Once fully applicable, the EU AI Act and the EU Product Liability Directive will have a material impact on the way AI is regulated in the EU. Further, in Europe we are subject to the GDPR, which regulates our use of personal data for automated decision making that results in a legal or similarly significant effect on an individual, and provides rights to individuals in respect of that automated decision making. Recent case law from the Court of Justice of the European Union, or the CJEU, has taken an expansive view of the scope of the GDPR's requirements around automated decision making and introduced uncertainty in the interpretation of these rules. Specifically, the CJEU has expanded the scope for automated decision making under the GDPR by finding that automated decision-making activities can fall within the GDPR's restrictions on those activities even if the required legal or similarly significant effect for the individual is carried out by a third party. The EU AI Act, and developing interpretation and application of the GDPR in respect of automated decision making, together with developing guidance and/or decisions in this area, may affect our use of AI Technologies and our ability to provide, improve or commercialize our services, require additional compliance measures and changes to our operations and processes, and result in increased compliance costs and potential increases in civil claims against us, and could adversely affect our business, operations and financial condition.

It is possible that further new laws and regulations will be adopted in the United States and in other non-U.S. jurisdictions, or that existing laws and regulations, including competition and antitrust laws, may be interpreted in ways that would limit our ability to use AI Technologies for our business, or require us to change the way we use AI Technologies in a manner that negatively affects the performance of our products, services, and business and the way in which we use AI Technologies. We may need to expend resources to adjust our products or services in certain jurisdictions if the laws, regulations, or decisions are not consistent across jurisdictions. Further, the cost to comply with such laws, regulations, or decisions and/or guidance interpreting existing laws could be significant and would increase our operating expenses (such as by imposing additional reporting obligations regarding our use of AI Technologies). Such an increase in operating expenses, as well as any actual or perceived failure to comply with such laws and regulations, could adversely affect our business, financial condition, and results of operations.

Risks Related to Owning Our Common Stock

The large number of shares eligible for public sale could depress the market price of our common stock.

Members of our management and our board of directors hold or beneficially own a significant portion of our common stock and may sell their shares of our common stock to the extent not restricted by contract or under securities laws. We have filed registration statements registering shares that we may issue under our equity compensation plan and employee stock purchase plan. In addition, we have filed a resale registration statement registering shares of our common stock issuable upon conversion of our Series A Redeemable Convertible Preferred Stock and exercise of outstanding Warrants. The total number of shares of common stock offered under the resale registration statement represented approximately 50.8% of our total outstanding shares of common stock based on our shares outstanding as of September 30, 2025, assuming full conversion of the Series A Redeemable Convertible Preferred Stock and full exercise of the Warrants for cash. We may file additional registration statements relating to shares or awards held by our management and board of directors in the future. The market price of our common stock could decline as a result of sales of a large number of shares of our common stock in the market, and such declines may be significant. The perception that these sales could occur may also depress the market price of our common stock. A decline in the price of shares of our common stock might impede our ability to raise capital through the issuance of additional shares of our common stock or other equity securities.

We also may issue our shares of common stock from time to time as consideration for future acquisitions and investments. If any such acquisition or investment is significant, the number of shares that we may issue may in turn be significant. In addition, we may also grant registration rights covering those shares in connection with any such acquisitions and investments**.**

We are an "emerging growth company" and a "smaller reporting company" and we cannot be certain if the reduced disclosure requirements applicable to us will make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we may take advantage of certain exemptions and relief from various reporting requirements that are applicable to other public companies that are not "emerging growth companies." In particular, while we are an "emerging growth company" (1) we will not be required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, (2) we will be exempt from any rules that may be adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotations or a supplement to the auditor's report on financial statements, (3) we will be subject to reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and (4) we will not be required to hold non-binding advisory votes on executive compensation or stockholder approval of any golden parachute payments not previously approved.

In addition, we are eligible to delay the adoption of new or revised accounting standards applicable to public companies until those standards apply to private companies, and as a result, we may not comply with new or revised accounting standards on the relevant dates

on which adoption of such standards is required for non-emerging growth companies. As a result of this election, our financial statements may not be comparable to the financial statements of other public companies.

We also currently take advantage of the reduced disclosure requirements regarding executive compensation. We are also entitled to take advantage of other exemptions, including the exemptions from the advisory vote requirements and executive compensation disclosures under the Dodd-Frank Wall Street Reform and Customer Protection Act, and the exemption from the provisions of Section 404(b) of the Sarbanes-Oxley Act. We will remain an "emerging growth company" until December 31, 2025 (the fiscal year-end following the fifth anniversary of the completion of the spin-off).

We are also a "smaller reporting company" as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies and will be able to take advantage of these scaled disclosures for so long as our voting and non-voting common stock held by non-affiliates is less than $250.0 million measured on the last business day of our second fiscal quarter, or our annual revenue is less than $100.0 million during the most recently completed fiscal year and our voting and non-voting common stock held by non-affiliates is less than $700.0 million measured on the last business day of our second fiscal quarter.

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 decline or become more volatile.

We have issued shares of redeemable convertible preferred stock, and may in the future issue additional shares of preferred stock, with terms that could dilute the voting power or reduce the value of our common stock.

Our amended and restated certificate of incorporation authorizes us to issue, without the approval of our stockholders, one or more series of preferred stock having such designation, powers, privileges, preferences, including preferences over our common stock respecting dividends and distributions, terms of redemption and relative participation, optional, or other rights, if any, of the shares of each such series of preferred stock and any qualifications, limitations or restrictions thereof, as our board of directors may determine. The terms of one or more series of preferred stock could dilute the voting power or reduce the value of our common stock. For example, the repurchase or redemption rights or liquidation preferences we could assign to holders of preferred stock could affect the residual value of the common stock.

Pursuant to the SPA, we issued an aggregate of 20,000 shares of a newly established series of preferred stock designated as "Series A Convertible Preferred Stock, par value $0.01 per share," which have a stated value of $1,000 per share and are convertible into shares of common stock. Holders of shares of Series A Redeemable Convertible Preferred Stock are entitled to vote on an as-converted basis with holders of shares of common stock. In addition, so long as NR-GRI and its affiliates collectively beneficially own at least twenty percent of the securities issued pursuant to the SPA, including the Series A Redeemable Convertible Preferred Stock, we may not, without the consent of NR-GRI, liquidate, dissolve, or wind up our affairs or effect a merger or sale of the Company or other Fundamental Transaction (as defined in Note 11, *Redeemable Convertible Preferred Stock*, included elsewhere in this Quarterly Report); create, authorize, or issue shares of capital stock that are senior or pari passu to the Series A Redeemable Convertible Preferred Stock; complete an acquisition with consideration above $1.0 million; incur debt in excess of $1.0 million; change our line of business; or enter into certain related-party transactions.

The Series A Redeemable Convertible Preferred Stock ranks senior to the common stock as to distributions and payments upon the liquidation, dissolution and winding up of the Company, and holders of Series A Redeemable Convertible Preferred Stock will participate with the holders of the common stock on an as-converted basis to the extent any dividends are declared on common stock. Holders of Series A Redeemable Convertible preferred stock are also entitled to redemption rights under certain circumstances. The redemption rights and liquidation preferences assigned to holders of the Series A Redeemable Convertible Preferred Stock, and any other repurchase or redemption rights or liquidation preferences we may assign to holders of preferred stock in the future, could affect the residual value of the common stock.

North Run and its affiliates' ownership may limit or preclude other stockholders' ability to influence corporate matters.

North Run Capital, LP, or North Run, and its affiliates held 45.6% of the voting power of our capital stock based on shares outstanding as of September 30, 2025, in addition North Run may acquire additional shares of common stock and voting power upon exercise of the Warrants. For as long as North Run and its affiliates hold a significant amount of our Series A Redeemable Convertible Preferred Stock and common stock, they will be able to exert significant control over us. This concentrated control may limit or preclude other stockholders' ability to influence corporate matters for the foreseeable future, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. In addition, this may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that stockholders may believe are in their best interest. North Run and its affiliates may also determine to sell substantial amounts

of our securities in one or more transactions, including to one or several private parties in negotiated transactions. In that case, those buyers may subsequently be able to exert significant control over us.

We do not anticipate paying cash dividends, and accordingly, stockholders must rely on stock appreciation for any return on their investment.

We do not anticipate paying cash dividends in the foreseeable future. As a result, only appreciation of the price of our common stock, which may never occur, will provide a return to stockholders. Investors seeking cash dividends should not invest in our common stock.

Certain provisions in our charter documents and Delaware law could discourage takeover attempts and lead to management entrenchment and, therefore, may depress the trading price of our common stock.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could have the effect of delaying or preventing changes in control or changes in our management without the consent of our board of directors, including, among other things:

- 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 ability of our board of directors to determine to issue shares of preferred stock and to determine the price and other 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 exclusive right of our board of directors to elect a director to fill a vacancy created by the expansion of our board of directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on our board of directors;
- limitations on the 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 chairperson of our board of directors, the chief executive officer, the president (in absence of a chief executive officer) or our 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;
- the approval of the holders of at least two-thirds of the shares entitled to vote at an election of directors is required to adopt, amend or repeal our bylaws or repeal the provisions of our amended and restated certificate of incorporation regarding the election and removal of directors;
- the ability of our board of directors, by majority vote, to amend the amended and restated bylaws, which may allow our board of directors to take additional actions to prevent a hostile acquisition and inhibit the ability of an acquirer from amending the amended and restated bylaws to facilitate a hostile acquisition; 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.

These provisions may not be successful in protecting our stockholders from coercive or harmful takeover tactics by requiring potential acquirers to negotiate with our board of directors and by providing our board of directors with adequate time to assess any acquisition proposal. These provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage, delay or prevent a transaction involving a change in control that is in the best interest of our stockholders. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our common stock if they are viewed as discouraging future takeover attempts.

We are also subject to certain anti-takeover provisions under the Delaware General Corporation Law, or DGCL. Under the DGCL, a corporation may not, in general, engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other things, our board of directors has approved the transaction.

Our amended and restated certificate of incorporation designates certain courts as the sole and exclusive forums for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers or other employees or our stockholders; (iii) any action asserting a claim arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or amended and restated bylaws; or (iv) any action asserting a claim governed by the internal affairs doctrine. Additionally, our amended and restated certificate of incorporation provides that the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause of action against us or any of our directors, officers, employees or agents and arising under the Securities Act. Our amended and restated certificate of incorporation further provides that any person or entity purchasing or acquiring any interest in shares of our capital stock shall be deemed to have notice of and to have consented to the provisions described above. This forum selection provision in our amended and restated certificate of incorporation may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us. This exclusive forum provision will not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction.

An active, liquid and orderly market for our common stock may not be sustained, and the trading price of our common stock is likely to be volatile.

An active trading market for our common stock may not develop or be sustained, which could depress the market price of our common stock and could affect your ability to sell your shares. The trading price of our common stock is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. In addition to the factors discussed in this "Risk Factors" section of this Quarterly Report, these factors include:

- a shift in our investor base;
- actual or anticipated fluctuations in our quarterly financial condition and operating performance;
- the operating and stock price performance of similar companies;
- introduction of new products by us or our competitors;
- success or failure of our business strategy;
- our ability to obtain financing as needed;
- changes in accounting standards, policies, guidance, interpretations or principles;
- the overall performance of the equity markets;
- the number of shares of our common stock publicly owned and available for trading;
- threatened or actual litigation or governmental investigations;
- changes in laws or regulations affecting our business, including tax legislation;
- announcements by us or our competitors of significant acquisitions or dispositions;
- any major change in our board of directors or management;
- changes in earnings estimates by securities analysts or our ability to meet earnings guidance;

- publication of research reports about us or our industry or changes in recommendations or withdrawal of research coverage by securities analysts;
- large volumes of sales of our shares of common stock by existing stockholders;
- short sales of our common stock;
- investor perception of us and our industry; and
- changes in financial markets or general economic conditions, including the effects of recession or slow economic growth in the U.S. and abroad, interest rates, tariff and other trade barriers, fuel prices, international currency fluctuations, corruption, political instability, acts of war, including the ongoing war between Russia and Ukraine and the conflicts in the Middle East, acts of terrorism, natural disasters and public health crises or pandemics.

In addition, the stock market in general, and the market for medical device companies in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. This could limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities and suits have been initiated against us to date. This type of litigation could result in very substantial costs, divert our management's attention and resources, and could have a material adverse effect on our business, financial condition and results of operations.

General Risk Factors

We are obligated to develop and maintain proper and effective internal control over financial reporting and will be subject to other requirements that will be burdensome and costly.

As a public company, we are required to file with the SEC annual, quarterly and current reports that are specified in Section 13 of the Exchange Act. We are required to prepare financial statements that are fully compliant with all SEC reporting requirements on a timely basis. In addition, we are subject to other reporting and corporate governance requirements, including the requirements of the Nasdaq Stock Market, or Nasdaq, and certain provisions of the Sarbanes-Oxley Act and the regulations promulgated thereunder, which impose significant compliance obligations upon us.

We expect to continue to devote significant resources and time to comply with the internal control over financial reporting requirements of the Sarbanes-Oxley Act, including costs associated with auditing and legal fees and accounting and administrative staff. In addition, Section 404(a) under the Sarbanes-Oxley Act requires that we assess the effectiveness of our controls over financial reporting. Our future compliance with the annual internal control report requirement will depend on the effectiveness of our financial reporting and data systems and controls across our operating subsidiaries. We cannot be certain that these measures will ensure that we design, implement and maintain adequate controls over our financial processes and reporting in the future. Any failure to implement required new or improved controls, or difficulties encountered in their implementation or operation, could harm our operating results, cause us to fail to meet our financial reporting obligations, or cause us to suffer adverse regulatory consequences or violate applicable stock exchange listing rules. Inadequate internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock and our access to capital.

For as long as we are an "emerging growth company" under the JOBS Act or remain a non-accelerated filer, we will not be required to comply with Section 404(b) of the Sarbanes-Oxley Act, which would require our independent auditors to issue an opinion on their audit of our internal control over financial reporting, until the later of the year following our first annual report required to be filed with the SEC and the date we are no longer an "emerging growth company" and cease to be a non-accelerated filer. If, once we are required to comply with Section 404(b) under the Sarbanes-Oxley Act, our independent registered public accounting firm cannot provide an unqualified attestation report on the effectiveness of our internal control over financial reporting, investor confidence and, in turn, the market price of our common stock, could decline.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

We are subject to the periodic reporting requirements of the Exchange Act. The design of our disclosure controls and procedures can only provide reasonable assurance that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC.

These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

If securities or industry analysts do not continue to publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us were to downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts were to cease coverage of us or fail to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline and may also impair our ability to expand our business with existing customers and attract new customers.

Increasing scrutiny and stakeholder expectations regarding environmental, social, and governance matters may cause us to incur expenses and liabilities or otherwise adversely impact our business, financial condition, or operations.

Companies across industries may face scrutiny from a variety of stakeholders related to their environmental, social, and governance, or ESG, practices. Expectations regarding voluntary ESG initiatives and disclosures may result in increased costs (including but not limited to increased costs related to compliance, stakeholder engagement, contracting and insurance), changes in demand for certain offerings, enhanced compliance or disclosure obligations, or other adverse impacts to our business, financial condition, or results of operations.

While we may at times engage in voluntary initiatives (such as voluntary disclosures, certifications, or goals, among others) or commitments to improve the ESG profile of our Company and/or offerings, such initiatives or achievements of such commitments may be costly and may not have the desired effect. For example, certain statements in our voluntary disclosures may be based on assumptions, estimates, hypothetical expectations, or third-party information. Additionally, expectations around the Company's management of ESG matters continues to evolve, in many instances due to factors that are out of our control. In addition, we may commit to certain initiatives or goals and we may not ultimately be able to achieve such commitments or goals due to factors that are within or outside of our control. Moreover, actions or statements that we may take based on based on expectations, assumptions, or third-party information that we currently believe to be reasonable may subsequently be determined to be erroneous or be subject to misinterpretation. Even if this is not the case, our current actions may subsequently be determined to be insufficient by various stakeholders, and we may be subject to investor or regulator engagement on our ESG initiatives and disclosures, even if such initiatives are currently voluntary.

In addition, new ESG rules and regulations have been adopted and may continue to be introduced in various states and other jurisdictions. Our failure to comply with any applicable rules or regulations could lead to penalties and adversely impact our reputation, customer attraction and retention, access to capital and employee retention.

Our ability to use our net operating loss carryforwards to offset future taxable income may be subject to certain limitations.

As of December 31, 2024, we had net operating loss, or NOL, carryforwards of $37.6 million for U.S. federal income tax purposes and $26.0 million for state income tax purposes, which may be available to offset our future taxable income, if any. Our U.S. federal NOL carryforwards are not subject to expiration, but may generally only be used to offset 80% of future taxable income in a given year. Our state NOL carryforwards begin to expire in 2028. Our state NOL carryforwards could expire unused, to the extent subject to expiration, and be unavailable to offset future taxable income.

Under Sections 382 and 383 of the Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to use its pre-change NOL and tax credit carryforwards to offset future taxable income and income taxes, respectively. For these purposes, an ownership change generally occurs where the aggregate change in stock ownership of one or more stockholders or groups of stockholders owning at least 5% of a corporation's stock exceeds 50 percentage points (by value) over a rolling three-year period. Similar rules may apply under state tax laws. We completed an ownership change analysis pursuant to Section 382 of the Code through our taxable year ended December 31, 2023, and determined we experienced an ownership change on May 18, 2023 in connection with the Private Placement of Series A Redeemable Convertible Preferred Stock. Our ability to utilize our NOL carryforwards and other tax attributes to offset future taxable income or income taxes is limited as a result of such ownership change. We have not completed an analysis to determine whether any subsequent ownership changes have occurred and thus whether additional limitations have been triggered under Sections 382 and 383 of the Code since December 31, 2023. Furthermore, we may experience ownership changes in the future as a result of future transactions in our stock, some of which may be outside our control. If we undergo ownership changes in the future, our ability to use our NOL carryforwards and other tax attributes could be further limited.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(a) None.

(b) None.

(c) During the three months ended September 30, 2025, no directors or "officers" (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified or terminated a "Rule 10b5-1 trading arrangement" and/or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits

Exhibit Number	Description	Form	File No.	Exhibit	Filing Date	Filed/ Furnished Herewith
2.1+	Separation and Distribution Agreement between PDL BioPharma, Inc. and LENSAR, Inc.	Form 8-K	001-39473	2.1	10/2/2020	
2.2+	Agreement and Plan of Merger, dated as of March 23, 2025, by and among LENSAR, Inc., Alcon Research, LLC, and VMI Option Merger Sub, Inc.	Form 8-K	001-39473	2.1	3/24/2025	
3.1	Amended and Restated Certificate of Incorporation of LENSAR, Inc.	Form 8-K	001-39473	3.1	10/2/2020	
3.2	Amended and Restated Bylaws of LENSAR, Inc.	Form 10-Q	001-39473	3.2	11/07/2024	
3.3	Certificate of Designations, Preferences and Rights of Series A Convertible Preferred Stock filed May 18, 2023	Form 8-K	001-39473	3.1	5/18/2023	
4.1	Form of Certificate of Common Stock	Form 10/A	001-39473	4.1	9/14/2020	
4.2	Registration Rights Agreement, dated May 12, 2023, between LENSAR, Inc. and NR-GRI Partners, LP	Form 8-K	001-39473	10.2	5/15/2023	
4.3	Class A Common Stock Purchase Warrant, dated May 18, 2023	Form 8-K	001-39473	4.1	5/18/2023	
4.4	Class B Common Stock Purchase Warrant, dated May 18, 2023	Form 8-K	001-39473	4.2	5/18/2023	
10.1+	Industrial Real Estate Lease, dated as of July 30, 2010, by and between LENSAR, inc. and Challenger-Discovery, LLC, as amended as of March 15, 2016, December 16, 2016, August 20, 2020, September 9, 2020, December 17, 2027, and September 29, 2025					*
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended					*
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended					*
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document					*
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents					*
104	Cover Page Interactive Data File (as formatted as Inline XBRL and contained in Exhibit 101)					*

+ Certain schedules and attachments to certain of these exhibits have been omitted pursuant to Regulation S-K, Item 601(a)(5). The Company hereby undertakes to furnish supplemental copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any exhibits or schedules so furnished.

* Filed herewith.

** Furnished herewith.

SIGNATURES

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

LENSAR, Inc.

Date: November 6, 2025

By: /s/ Nicholas T. Curtis
Nicholas T. Curtis
Chief Executive Officer
(Principal Executive Officer)

Date: November 6, 2025

/s/ Thomas R. Staab, II
Thomas R. Staab, II
Chief Financial Officer
(Principal Financial Officer)

Date: November 6, 2025

/s/ Kendra W. Wong
Kendra W. Wong
Principal Accounting Officer
(Principal Accounting Officer)

Exhibit 10.1

INDUSTRIAL REAL ESTATE LEASE

DISCOVERY TECH CENTER
ORLANDO, FLORIDA

by and between

CHALLENGER-DISCOVERY, LLC, Landlord

and

LENSAR, INC., Tenant

July 30, 2010

TABLE OF CONTENTS

ARTICLE 1

BASIC TERMS

The following terms used in this Lease shall have the meanings set forth below.

1.01 **Date of Lease**: July 30, 2010

1.02 **Landlord (legal entity)**: Challenger-Discovery, LLC, a Delaware limited liability company

1.03 Tenant (legal entity): LensAR, Inc., a Delaware corporation

1.04 Tenant's Guarantor: None

1.05 Address of Property: 2800 Discovery Drive, Orlando, Florida 32826

1.06 Property Rentable Area: 44,765 (subject to Section 2.02 below)

1.07 Premises Rentable Area: 34,758 (subject to Section 2.02 below)

1.08 Tenant's Initial Pro Rata Share: 77.65% (subject to adjustment based on Section 2.02 below)

1.09 Lease Term: Sixty-six (66) months, commencing on the Lease Commencement Date.

1.10 Lease Commencement Date: The date Landlord delivers possession of the Premises with Landlord's Work (as defined in Paragraph 1 of the Work Letter) substantially complete (as defined in Paragraph 7 of the Work Letter) and with a Certificate of Occupancy (subject to a Delay as defined in Paragraph 8 of the Work Letter).

1.11 **Target Lease Commencement Date**: September 1, 2010

1.12 Permitted Uses: General office use and research and development in optics and visual science and marketing of ophthalmic therapeutic medical devices including the assembly of finished products from components.

1.13 Broker: Lincoln Property Company of Florida, Inc. and Dunhill Properties, Inc.

1.14 Security Deposit Requirement: $112,963.50

1.15 Parking Spaces Allocated to Tenant: 145

1.16 Base Rent (subject to adjustment based on Section 2.02 below):

Months	Rate Per Sq. Ft.	Annual Base Rent (or a portion thereof)	Monthly Installment
1	$0.00	$0.00	$0.00
2-11	$6.50	$188,272.50	$18,827.25
12	$13.00	$37,654.50	$37,654.50
13-24	$13.39	$465,409.62	$38,784.14
25-36	$13.79	$479,312.82	$39,942.74
37-48	$14.20	$493,563.60	$41,130.30
49-60	$14.63	$508,509.54	$42,375.80
61-66	$15.07	$261,901.56	$43,650.26

Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default hereunder, Tenant's obligation to pay the Base Rent otherwise due for the first (1st) calendar month of the Lease Term (the "**Base Rent Abatement Period**") shall be abated; provided, however, that if the Lease Commencement Date occurs on a date other than the first day of a calendar month, then the Base Rent Abatement Period shall consist of the first thirty (30) consecutive days of the Lease Term. Subject to the provisions of this paragraph, the total amount of Base Rent abated during the Base Rent Abatement Period shall equal $37,654.50 (the "**Abated Base Rent**"). If Landlord elects to terminate this Lease or Tenant's right to possession of the Premises due to a default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default (with the Abated Base Rent being deemed to have been amortized in equal monthly installments together with interest thereon at the rate of five percent (5%) per annum over the Lease Term) shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of the Abated Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to this Lease or at law or in equity.

Tenant shall also pay all applicable Florida State Sales Taxes.

1.17 **Other Charges Payable by Tenant**:

(a) Real Property Taxes (Article Five);

(b) Utilities (Article Six);

(c) Insurance Premiums (Article Seven);

(d) CAM Expenses (Article Eight);

1.18 **Address of Landlord for Notices**:

c/o Marcent Development Company. Inc.
5401 South Kirkman Road, Suite 650
Orlando, Florida 32819

1.19 **Address of Tenant for Notices**:

LensAR, Inc.
Attn: Corporate Secretary
2800 Discovery Drive, Suite 100
Orlando, FL 32826

(prior to Lease Commencement Date, as defined herein:)
250 S. Park Avenue, Suite 310
Winter Park, FL 32789

1.20 **Landlord's Management Agent and Address**:

Elite Management of Orlando, Inc.
5401 South Kirkman Road
Suite 650
Orlando, Florida 32819

or such other Management Agent as Landlord may designate from time to time.

1.21 **Fiscal Year**: Calendar year ending April 30th

1.22 **Exhibits**:

Exhibit A – The Land
Exhibit B – The Premises
Exhibit C – Rules and Regulations
Exhibit D – Work Letter
Exhibit E – Commencement Letter and Acceptance of the Premises
Exhibit F – Hazardous Materials Disclosure Certificate
Exhibit G – Initial Disclosure Certificate

ARTICLE 2

PREMISES

2.01 **Premises**. The Premises are depicted on **Exhibit B** and are situated on the land which is legally described in **Exhibit A** (the "**Land**"). The Property includes the Land, the building constructed on the Land (the "**Building**"), and all other improvements located on the Land including the common areas described in Article Eight.

2.02 **BOMA Standards Calculation**. The Property Rentable Area and Premises Rentable Area shall mean the rentable area of the Property and the Premises, respectively, measured and calculated in accordance with BOMA standards (BOMA 265.1-1996). Accordingly, the Property Rentable Area, Premises Rentable Area, Tenant's Initial Pro Rata Share and Base Rent are subject to adjustment before the Lease Commencement Date by mutual written agreement of the parties.

2.03 **Quiet Enjoyment**. Provided Tenant has performed all of the terms, covenants and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof, without hindrance from anyone, subject to the terms and conditions of this Lease.

ARTICLE 3

LEASE TERM

3.01 **Lease of Premises for Lease Term**. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord for the Lease Term. Landlord shall complete the leasehold improvements described in **Exhibit D** attached hereto and incorporated herein by this reference. The Lease Term shall begin on the Lease Commencement Date.

3.02 **Delay in Commencement**. Landlord shall not be liable to Tenant if Landlord shall not deliver possession of the Premises to Tenant on the Target Lease Commencement Date. Landlord's non-delivery of the Premises to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease.

3.03 **Early Access**. Tenant shall be permitted access to the Premises no less than two (2) weeks prior to the Lease Commencement Date in order to install Tenant's furniture, fixtures, data/phone and cabling systems. Tenant's early access of the Premises shall be subject to all of the provisions of this Lease. Early access of the Premises for such space preparation purposes shall not advance the Lease Commencement Date or expiration date of this Lease. In addition to the foregoing, Landlord shall instruct its contractor undertaking the Landlord's Work to contact Tenant when the walls and/or ceilings have been opened up so as to be most conducive to installation of cabling, networks and security systems and allow Tenant's vendors to install the foregoing; provided that Landlord's Work shall in no way be delayed or impeded.

3.04 **Holding Over**. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for, and indemnify Landlord against, all damages, costs, liabilities and expenses, including attorneys' fees, which Landlord shall incur on account of Tenant's delay in so vacating the Premises. If Tenant shall not vacate the Premises upon the expiration or earlier termination of this Lease, the Base Rent shall be increased to 150% times the Base Rent then in effect and Tenant's obligation to pay Additional Rent shall continue, but nothing herein shall limit any of Landlord's rights or Tenant's obligations arising from Tenant's failure to vacate the Premises, including, without limitation. Landlord's right to repossess the Premises and remove Tenant therefrom at any time after the expiration or earlier termination of this Lease and Tenant's obligation to reimburse and indemnify Landlord as provided in the preceding sentence.

ARTICLE 4

RENT

4.01 **Base Rent**. On the first day of each month during the Lease Term, Tenant shall pay to Landlord the Base Rent in lawful money of the United States, in advance and without offset, deduction, or prior demand. The Base Rent shall be payable at Landlord's address or at such other place or to such other person as Landlord may designate in writing from time to time. However, the Landlord may not unreasonably withhold a request by the Tenant to arrange for ACH transfer of the Rent and/or other payments that may become due and payable hereunder in this Lease to effect timely delivery of such payment that is not to a physical address. Notwithstanding the foregoing, Tenant shall pay $37,654.50 upon full execution of this Lease which represents the Base Rent payment for the twelfth (12^{th}) month of the Lease Term.

4.02 **Additional Rent**. All sums payable by Tenant under this Lease other than Base Rent shall be deemed "**Additional Rent**;" the term "**Rent**" shall mean Base Rent and Additional Rent. Landlord shall estimate in advance and charge to Tenant the following costs, to be paid with the Base Rent on a monthly basis throughout the Lease Term, but commencing with the first day of the first month of the Lease Term: (i) all Real Property Taxes for which Tenant is liable under Sections 5.01 and 5.02 of this Lease, (ii) all utility costs (if utilities are not separately metered) for which Tenant is liable under Section 6.01 of this Lease, (iii) all insurance premiums for which Tenant is liable under Sections 7.01 and 7.06 of this Lease and (iv) all CAM Expenses for which Tenant is liable under Section 8.04 of this Lease. Collectively, the aforementioned Real Property Taxes, insurance, utility, and CAM Expenses shall be referred to as the "**Total Operating Costs**". For reference purposes only and not as any representation by Landlord as to such information, the 2010 budget for the Total Operating Costs is attached hereto as **Exhibit H** and incorporated herein by this reference. Landlord may adjust its estimates of Total Operating Costs at any time based upon Landlord's experience and reasonable anticipation of costs. Such adjustments shall be effective as of the next Rent payment date after notice to Tenant. Within one hundred twenty (120) days after the end of each Fiscal Year during the Lease Term, Landlord shall deliver to Tenant a statement prepared in accordance with generally accepted accounting principles setting forth, in reasonable detail, the Total Operating Costs paid or incurred by Landlord during the preceding Fiscal Year and Tenant's Pro Rata Share of such expenses. Within thirty (30) days after Tenant's receipt of such statement, there shall be an adjustment between Landlord and Tenant, with payment to or credit given by Landlord (as the case may be) in order that Landlord shall receive the entire amount of Tenant's Pro Rata of such costs and expenses for such period. In addition to its obligation to pay Base Rent and its Pro Rata Share of Total Operating Costs, Tenant is required hereunder to pay directly to its suppliers, vendors, carriers and contractors, certain insurance premiums, utility costs, personal property taxes, maintenance and repair costs and other expenses, collectively "**Additional Expenses**." If Landlord pays for any Additional Expenses in accordance with the terms of this Lease, Tenant's obligation to reimburse such costs shall be an Additional Rent obligation payable in full with the next monthly Rent payment.

4.03 **Late Charge**. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount

of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any loan secured by the Building. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord within five (5) days following the due date, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount; provided, however, Tenant shall not be obligated to pay such late charge for the first (1st) late payment m any twelve (12) month period in the Lease Term. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

4.04 **Interest**. Any Rent or other amount due to Landlord, if not received by Landlord within five (5) days from when due, shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum or, if a higher rate is legally permissible, at the highest rate legally permitted, provided that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant to the extent such interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default hereunder by Tenant.

4.05 **Tenant's Pro Rata Share**. Tenant's Pro Rata Share shall be calculated by dividing the Premises Rentable Area by the Property Rentable Area, which is leased or held for lease by tenants, as of the date on which the computation shall be made. Tenant's Initial Pro Rata Share is set forth in Section 1.08 and is subject to adjustment based on the aforementioned formula.

ARTICLE 5

PROPERTY TAXES

5.01 **Real Property Taxes**. Tenant shall pay Tenant's Pro Rata Share of Real Property Taxes on the Property payable during the Lease Term. Tenant shall make such payments in accordance with Section 4.02. If Landlord shall receive a refund of any Real Property Taxes with respect to which Tenant shall have paid Tenant's Pro Rata Share, Landlord shall refund to Tenant Tenant's Pro Rata Share of such refund after deducting therefrom the costs and expenses incurred in connection therewith.

5.02 **Definition of** "**Real Property Tax**". "**Real Property Tax**" shall mean taxes, assessments (special, betterment, or otherwise), levies, fees, rent taxes, excises, impositions, charges, water and sewer rents and charges, and all other government levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed or levied upon or assessed against the Property or any Rent or other sums payable by any tenants or occupants thereof. Real Property Tax shall include Landlord's costs and expenses of contesting any Real Property Tax. Real Property Tax shall not include any permit fees, impact fees or connection fees related to preparation and use of Additional Space on the Property unless such preparation and use is related to an exercise of the Right of First Refusal pursuant to Article 19 herein. If at any time during the Lease Term the present system of ad valorem taxation of real property shall be changed so that in lieu of the whole or any part of the ad valorem tax on real property, or in lieu of increases therein, there shall be assessed on Landlord a capital levy or other tax on the gross rents received with respect to the Property or a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy, or charge (distinct from any now in effect) measured by or based, in whole or in part, upon gross rents, then all of such taxes, assessments, levies, or charges, to the extent so measured or based, shall be deemed to be a Real Property Tax.

5.03 **Personal Property Taxes**. Tenant shall pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory, or any other personal property belonging to Tenant. Tenant shall use its best efforts to have personal property taxed separately from the Property. If any of Tenant's personal property shall

be taxed with the Property, Tenant shall pay Landlord the taxes for such personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

5.04 **Real Estate Appraisal Appeal**. In the event the Real Property Tax assessment in any tax year in the Lease Term exceeds the previous year's Real Property Tax assessment by more than 5%, and Landlord fails to appeal such tax assesment within a reasonable period of time after receipt of such assessment. Tenant shall be entitled to appeal the valuation of the Property for Real Property Tax purposes. Landlord shall reasonably cooperate by furnishing Tenant such reasonable information as necessary or helpful to do so, as well as execute all appeal forms; provided, however, Landlord shall incur no out of pocket expense for the foregoing appeal.

ARTICLE 6

UTILITIES

6.01 **Utilities**. Tenant shall promptly pay, directly to the appropriate supplier, the cost of all natural gas, heat, cooling, energy, light, power, sewer service, telephone, water, refuse disposal and other utilities and services supplied to the Premises, allocable to the period from the time Tenant shall first enter the Premises, throughout the Lease Term and thereafter as long as Tenant shall remain in the Premises (collectively, "**the Occupancy Period**"), together with any related installation or connection charges or deposits (collectively "**Utility Costs**"). If any services or utilities are jointly metered with other premises, Landlord shall make a reasonable determination of Tenant's proportionate share of such Utility Costs and Tenant shall pay such share to Landlord in accordance with Section 4.02. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement, arising out of any curtailment or interruption whatsoever in utility services unless the Premises is not separately metered and the curtailment or interruption is related to the misconduct or gross negligence of Landlord (and Tenant has paid its Pro Rata Share). Utilities serving the Common Areas (as defined in Article Eight) exclusively shall be accounted for as described in Article Eight.

ARTICLE 7

INSURANCE

7.01 **Liability Insurance**. During the Occupancy Period, Tenant shall maintain in effect commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including contractual liability. Such insurance shall name Landlord, its property manager, and any mortgagee, as additional insureds. The initial amount of such insurance shall be Three Million Dollars ($3,000,000) per occurrence and shall be subject to periodic increases specified by Landlord based upon inflation, recommendation of Landlord's professional insurance advisers, and insurance coverage trends for comparable Orlando area commercial "flex" space buildings. The liability insurance obtained by Tenant under this Section 7.01 shall (i) be primary and (ii) insure Tenant's obligations to Landlord under Section 7.09. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain commercial general liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability with respect to the Premises and the Property. The policy obtained by Landlord shall not provide primary insurance, shall not be contributory and shall be excess over any insurance maintained by Tenant.

7.02 **Worker's Compensation Insurance**. During the Occupancy Period. Tenant shall maintain in effect Worker's Compensation Insurance (including Employers' Liability Insurance) in the statutory amount covering all employees of Tenant employed or performing services at the Premises, in order to provide the statutory benefits required by the laws of the state in which the Premises are located.

7.03 **Automobile Liability Insurance**. During the Occupancy Period, Tenant shall maintain in effect Automobile Liability Insurance, including but not limited to, passenger liability, on all Tenant owned, leased, and

hired vehicles used in connection with the Premises, with a combined single limit per occurrence of not less than One Million Dollars ($1,000,000) for injuries or death of one or more persons or loss or damage to property.

7.04 **Personal Property Insurance**. During the Occupancy Period, Tenant shall maintain in effect Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on or at the Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "**All Risk Coverage**," as well as against sprinkler damage, vandalism and malicious mischief. Any proceeds from the Personal Property Insurance shall be used for the repair or replacement of the property damaged or destroyed unless this Lease is terminated under an applicable provision herein. If the Premises are not repaired or restored following damage or destruction in accordance with other provisions herein. Landlord shall receive any proceeds from the Personal Property Insurance allocable to Tenant's leasehold improvements.

7.05 **Intentionally Omitted**.

7.06 **Landlord's Property and Rental Income Insurance**. During the Lease Term, Landlord shall maintain in effect all risk insurance covering loss of or damage to the Property in the amount of its replacement value with such endorsements and deductibles as Landlord shall determine from time to time. Landlord shall have the right to obtain flood, earthquake, and such other insurance as Landlord shall determine from time to time or shall be required by any lender holding a security interest in the Property. Landlord shall not obtain insurance for Tenant's fixtures or equipment or building improvements installed by Tenant. During the Lease Term, Landlord shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one (1) year's Base Rent, plus estimated Real Property Taxes, CAM Expenses, Utility Costs and insurance premiums for one (1) year. Tenant shall be liable for the payment of any deductible amount under Landlord's insurance maintained pursuant to this Article 7, in an amount not to exceed Twenty Five Thousand Dollars ($25,000.00) in the aggregate. Tenant shall not do or permit anything to be done which shall invalidate any such insurance. Any increase in the cost of Landlord's insurance due to Tenant's use or activities at the Premises shall be paid by Tenant to Landlord as Additional Rent hereunder.

7.07 **Payment of Insurance Premiums**. Landlord shall pay the premiums of the insurance policies maintained by Landlord under Section 7.06 and Section 7.01 (if applicable), and Tenant shall reimburse Landlord for Tenant's Pro Rata Share of such premiums in accordance with Section 4.02. Tenant shall pay directly the premiums of the insurance policies maintained by Tenant under Sections 7.01, 7.02, 7.03, 7.04 and 7.05.

7.08 **General Insurance Provisions**.

(a) Any insurance which Tenant shall be required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(b) Prior to the earlier of Tenant's entry into the Premises or the Lease Commencement Date, Tenant shall deliver to Landlord an insurance company certificate that Tenant maintains the insurance required by Sections 7.01, 7.02, 7.03, 7.04 and 7.05 and not less than thirty (30) days prior to the expiration or termination of any such insurance, Tenant shall deliver to Landlord renewal certificates therefor. Tenant shall provide Landlord with copies of the policies promptly upon request from time to time. If Tenant shall fail to deliver any certificate or renewal certificate to Landlord required under this Lease within the prescribed time period or if any such policy shall be canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord, as Additional Rent, for 105% the cost of such insurance within ten (10) days after receipt of a statement of the cost of such insurance.

(c) Tenant shall maintain all insurance required under this Lease with companies having a "General Policy Rating" of A -; X or better, as set forth in the most current issue of the Best Key Rating Guide.

(d) Landlord and Tenant, on behalf of themselves and their insurers, each hereby waive any and all rights of recovery against the other, the officers, members, partners, employees, agents, or representatives of the other and the officers, members, partners, employees, agents or representatives of each of the foregoing, for loss of or damage to its property or the property of others under its control, if such loss or damage shall be covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Article Seven. All property insurance carried by either party shall contain a waiver of subrogation against the other party to the extent such right shall have been waived by the insured party prior to the occurrence of loss or injury.

7.09 **Indemnity**.

(a) To the fullest extent permitted by law. Tenant hereby waives all claims against Landlord, its agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders (each a "**Landlord Party**") and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each Landlord Party (collectively, the "**Indemnitees**") for damage to any property or injury to or death of any person in, upon or about the Premises or the Property arising at any time and from any cause, and Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising in or from (i) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the sole negligence or willful misconduct of Landlord, its agents, employees or contractors, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees in, upon or about the Property, or (iii) arising out of any breach or default by Tenant under this Lease. 1 he foregoing shall include investigation costs and expenses incurred by Landlord in connection with any claim or demand made under this Section. The provisions of this Section 7.09(a) shall survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such time.

(b) To the fullest extent permitted by law, Landlord hereby waives all claims against Tenant, its agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders (each a "**Tenant Party**") and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each Tenant Party (collectively, the "**Tenant Indemnitees**") for damage to any property or injury to or death of any person in, upon or about the Premises or the Property arising at any time and from any cause, and Landlord shall hold Tenant Indemnitees harmless from and defend Tenant Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising in or from (i) arising from the negligence or willful misconduct of Landlord, its employees, agents, contractors, or invitees in, upon or about the Property, or (ii) arising out of any breach or default by Landlord under this Lease. The foregoing shall include investigation costs and expenses incurred by Tenant in connection with any claim or demand made under this Section. The provisions of this Section 7.09(b) shall survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such time.

ARTICLE 8

COMMON AREAS

8.01 **Common Areas**. As used in this Lease, "**Common Areas**" shall mean all areas within the Property which are available for the common use of tenants of the Property and which are not leased or held for the exclusive use of Tenant or other tenants, including, but not limited to, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Common Areas, convert Common Areas into leasable areas, construct additional parking facilities (including parking structures) in the Common Areas, and increase or decrease Common Area land or facilities. Tenant acknowledges that such activities may result in inconvenience to Tenant and Landlord warrants that any such activities shall be undertaken so as to reasonably minimize any such inconvenience. Such activities and changes are permitted if they do not materially affect Tenant's use of the Premises. The bathrooms located adjacent to the Premises and the corridor leading to them shall be a Shared Area (defined herein), but shall only be available for use by Tenant and any tenant of the other leased space located adjacent to those bathrooms. For purposes of this Section 8.01, the term "**Shared Area**" shall mean the space to be used only by Tenant and the tenant to be located adjacent to the Premises. The costs related to the Shared Area are shared equally by Tenant and such other tenant.

8.02 **Use of Common Areas**. Tenant shall have the non-exclusive right (in common with other tenants and all others to whom Landlord has granted or may grant such rights) to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations (the "**Rules and Regulations**") as Landlord may establish or modify from time to time and as initially set forth in **Exhibit C**. Landlord shall uniformly enforce all Rules and Regulations for all tenants in the building. Tenant shall abide by all such Rules and Regulations and shall use its best efforts to cause others who use the Common Areas with Tenant's express or implied permission to abide by Landlord's Rules and Regulations. At any time, Landlord may close any Common Areas to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to maintain or improve the Property. Tenant shall not interfere with the rights of Landlord, other tenants, or any other person entitled to use the Common Areas.

8.03 **Vehicle Parking**. Tenant shall be entitled to use the Parking Spaces Allocated to Tenant without paying any additional Rent. Of the Parking Spaces Allocated to Tenant, Tenant shall be entitled to reserve ten (10) spaces (the "**Reserved Spaces**") and shall be entitled to mark such space with signage stating "**LensAR Reserved**". All such signage shall be subject to the approval of all applicable municipalities and Landlord. Other than the Reserved Spaces, Tenant's parking shall not be reserved and shall be limited to vehicles no larger than standard size automobiles or pickup utility vehicles. Tenant shall not cause large trucks or other large vehicles to be parked within the Property or on the adjacent public streets except in accordance with the Rules and Regulations. Vehicles shall be parked only in striped parking spaces and not in driveways or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. Tenant shall not park at any time more vehicles in the parking area than the number of Parking Spaces Allocated to Tenant. Tenant's use of the Property for parking purposes shall at all times comply with all applicable laws, codes and ordinances.

8.04 **Common Area Maintenance**. Subject to Articles Eleven and Twelve, Landlord shall maintain the Common Areas in good order, condition, and repair. Common Area Maintenance expenses ("**CAM Expenses**") are all costs and expenses associated with the operation and maintenance of the Common Areas and the repair and maintenance of the heating, ventilation, air conditioning, plumbing, electrical, utility and safety systems (to the extent not performed by Tenant), including, but not limited to, the following: gardening and landscaping; snow removal; utility, water, sewage and property drainage services for the Common Area; maintenance of signs (other than tenants' signs); worker's compensation insurance; personal property taxes; rentals or lease payments paid by Landlord for rented or leased personal property used in the operation or

maintenance of the Common Areas; fees for required licenses and permits routine maintenance and repair of roof membrane, flashings, gutters, downspouts, roof drains, skylights and waterproofing; maintenance of paving, (including sweeping, striping, repairing, resurfacing and repaving); general maintenance; painting; lighting; cleaning; refuse removal; security and similar items; reserves for roof replacement, exterior painting and other appropriate reserves; and a property management fee not to exceed five percent (5%) of building revenues. Landlord may cause any or all of such services to be provided by third parties and the cost of such services shall be included in CAM Expenses. With respect to any CAM Expenses which are included for the benefit of the Property and other property. Landlord shall make a reasonable allocation of such cost between the Property and such other property. CAM Expenses shall not include the cost of capital repairs and replacements; provided, however, that (a) the annual depreciation (based on the useful life of the item under generally accepted accounting principles) of any such capital repair or replacement to the Common Areas or the heating, ventilating, air-conditioning, plumbing, electrical, utility and safety systems serving the Property, shall be included in the CAM Expenses each year during the Lease Term; and (b) the cost of capital improvements undertaken to reduce CAM Expenses or made in order to comply with legal requirements shall be included in CAM Expenses each year during the term of this Lease.

8.05 **Tenant's Payment of CAM Expenses**. Tenant shall pay Tenant's Pro Rata Share of all CAM Expenses in accordance with Section 4.02.

ARTICLE 9

USE OF PREMISES

9.01 **Permitted Uses**. Tenant may use the Premises only for the Permitted Uses.

9.02 **Manner of Use**. Tenant shall not cause or permit the Premises (including all parking, dock and trailer areas used in connection therewith) to be used in any way which shall constitute a violation of any law, ordinance, restrictive covenants, governmental regulation or order, which shall annoy or interfere with the rights of tenants of the Property, or which shall constitute a nuisance or waste. As part of the Construction Allowance, Landlord shall obtain and pay for all permits, including a certificate of occupancy. As of the Lease Commencement Date, Landlord warrants that Landlord's Work will be designed and installed in a manner to assure initial compliance with the Occupational Safety and Health Act ("**OSHA**") and the Americans With Disabilities Act ("**ADA**") requirements for the Premises. Following the Commencement Date and throughout the Lease Term, including any Option Period(s), Tenant shall promptly take all actions necessary to comply with all applicable statutes, ordinances, codes, regulations, orders, covenants and requirements regulating the use by Tenant of the Premises, including OSHA and the ADA.

9.03 **Hazardous Materials**. Prior to executing this Lease, Tenant has completed, executed and delivered to Landlord a Hazardous Materials Disclosure Certificate ("**Initial Disclosure Certificate**"), a fully completed copy of which is attached hereto as **Exhibit G** and incorporated herein by this reference. Tenant covenants, represents and warrants to Landlord that the information on the Initial Disclosure Certificate is true and correct and accurately describes all Hazardous Materials (as defined below) which will be manufactured, treated, used or stored on or about the Premises by Tenant or Tenant's Agents. Tenant shall on each anniversary of the Commencement Date and at such other times as Tenant desires to manufacture, treat, use or store on or about the Premises new or additional Hazardous Materials which were not listed on the Initial Disclosure Certificate, complete, execute and deliver to Landlord an updated Disclosure Certificate (each, an "**Updated Disclosure Certificate**") describing Tenant's then current and proposed future uses of Hazardous Materials on or about the Premises, which Updated Disclosure Certificate shall be in the same format as that which is set forth in **Exhibit F** or in such updated format as Landlord may require from time to time. Tenant shall deliver an Updated Disclosure Certificate to Landlord not less than thirty days prior to the date Tenant intends to commence the manufacture, treatment, use or storage of new or additional Hazardous Materials on or about the Premises, and

Landlord shall have the right to approve or disapprove such new or additional Hazardous Materials in its sole and absolute discretion. Tenant shall make no use of Hazardous Materials on or about the Premises except as described in the Initial Disclosure Certificate or as otherwise approved by Landlord in writing, in accordance with this Section 9.03.

As used in this Lease, the term "**Hazardous Material**" shall mean any flammable items, explosives, radioactive materials, oil, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon. used, stored, treated or disposed of in or about the Property by Tenant. its agents, employees, contractors, sublessees or invitees without (a) the prior written consent of Landlord, and (b) complying with all applicable Federal, State and Local laws or ordinances pertaining to the transportation, storage, use or disposal of such Hazardous Materials, including but not limited to obtaining proper permits. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the Property.

If Tenant's transportation, storage, use or disposal of Hazardous Materials on the Premises results in the contamination of the soil or surface or ground water or loss or damage to person(s) or property, then Tenant agrees to: (a) notify Landlord immediately of any contamination, claim of contamination, loss or damage, (b) after consultation with the Landlord, clean up the contamination in full compliance with all applicable statutes, regulations and standards and (c) indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorney's fees and costs, arising from or connected with any such contamination, claim of contamination, loss or damage. Tenant agrees to fully cooperate with Landlord and provide such documents, affidavits and information as may be requested by Landlord (i) to comply with any environmental law, (ii) to comply with the request of any lender, purchaser or tenant, and/or (iii) for any other reason deemed necessary by Landlord in its sole, but reasonable, discretion. Tenant shall notify Landlord promptly in the event of any spill or other release of any Hazardous Material at, in, on, under or about the Premises which is required to be reported to a governmental authority under any environmental law, will promptly forward to Landlord copies of any notices received by Tenant relating to alleged violations of any environmental law and will promptly pay when due any fine or assessment against Landlord (if related to a breach of this Section 9.03 by Tenant), Tenant or the Premises relating to any violation of an environmental law during the term of this Lease. If a lien is filed against the Premises by any governmental authority resulting from the need to expend or the actual expending of monies arising from an act or omission, whether intentional or unintentional, of Tenant, its agents, employees or invitees, or for which Tenant is responsible, resulting in the releasing, spilling, leaking, leaching, pumping, emitting, pouring, emptying or dumping of any Hazardous Material into the waters or onto land located within or without the State where the Premises is located, then Tenant shall, within thirty (30) days from the date that Tenant is first given notice that such lien has been placed against the Premises (or within such shorter period of time as may be specified by Landlord if such governmental authority has commenced steps to cause the Premises to be sold pursuant to such lien) either (i) pay the claim and remove the lien, or (ii) furnish a cash deposit, bond, or such other security with respect thereto as is satisfactory in all respects to Landlord and is sufficient to effect a complete discharge of such lien on the Premises. Landlord shall have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Materials or contamination by Hazardous Materials present on, in, at, under or emanating from the Premises or the Property in violation of Tenant's obligations under this Lease or under any

laws regulating Hazardous Materials. Notwithstanding any other provision of this Lease. Landlord shall have the right, at its election, in its own name or as Tenant's agent, to negotiate, defend, approve and appeal, at Tenant's expense, any action taken or order issued by any governmental agency or authority with any governmental agency or authority against Tenant, Landlord or the Premises or Property relating to any Hazardous Materials or under any related law or the occurrence of any event or existence of any condition that would cause a breach of any of the covenants Set forth in this Section 9.03. Prior to or promptly after the expiration or termination of this Lease, Landlord may require an environmental audit of the Premises by a qualified environmental consultant. Tenant shall pay the costs of such an environmental audit and shall, at it sole cost and expense, take all actions recommended in such audit to remediate any environmental conditions. The provisions of this Section 9.03 shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything to the contrary contained in this Section 9.03, Landlord shall indemnify and hold Tenant harmless from and against claims, causes of action, costs and fees (including attorney's fees and costs) arising out of the presence of Hazardous Materials on, in, at or under the Property and existing prior to the Lease Commencement Date.

9.04 **Signs and Auctions**. Tenant shall not place any signs on the Property without Landlord's prior written consent. Tenant shall not conduct or permit any auctions or sheriffs sales at the Property.

9.05 **Landlord's Access**. Subject to reasonable notice under the circumstances (other than in the case of an emergency), with Tenant always having the complete ability to keep its business activities and materials confidential, Landlord or its agents may enter the Premises at all reasonable times to show the Premises to potential buyers, investors or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice (which may be oral) of such entry, except in the case of an emergency, in which event Landlord shall make reasonable efforts to notify Tenant. Landlord may place customary "For Sale" or "For Lease" signs on the Premises.

ARTICLE 10

CONDITION AND MAINTENANCE OF PREMISES

10.01 **Existing Conditions**. Subject in all events to Landlord's successful completion of Landlord's Work as set forth in the Work Letter attached hereto as **Exhibit D**, Tenant shall accept the Property and the Premises in the condition described in the Work Letter and the plans generated in accordance therewith, as of the Lease Commencement Date, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto. Tenant agrees to execute promptly a Commencement Letter and Acceptance of the Premises in the form set forth in **Exhibit E** to this Lease.

10.02 **Exemption of Landlord from Liability**. Tenant shall insure its personal property under an all risk full replacement cost property insurance policy as provided in Section 7.04. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant. Tenant's employees, invitees, customers or any other person or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about Property, or from other sources or places; or (d) any act or omission of any other tenant of the Property. Tenant shall give Landlord prompt notice upon the

occurrence of any accident or casualty at the Premises. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 10.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

10.03 **Landlord's Obligations**. Subject to the provisions of Article Eleven (Damage or Destruction) and Article Twelve (Condemnation), and except for damage caused by any act or omission of Tenant, or Tenant's employees, agents, contractors or invitees. Landlord shall keep the foundation, roof, building systems (other than the heating, ventilating and air conditioning system serving only the Premises), structural supports and exterior walls of the improvements on the Property in good order, condition and repair. However, Landlord shall not be obligated to maintain or repair windows, doors, plate glass (whether interior or exterior) or the interior surfaces of walls of the Premises. Tenant shall promptly (but in no event not less than five (5) days, except in the event of an emergency, when notice shall be given immediately) report in writing to Landlord any defective condition known to it which Landlord is required to repair. If further damage is caused as a result of Tenant's failure to notify Landlord as set forth herein of any defective condition, then Tenant shall be responsible for the cost of the repair of such further damage. Tenant hereby waives the benefit of any present or future law which provides Tenant the right to repair the Premises or Property at Landlord's expense or to terminate this Lease because of the condition of the Property or Premises.

10.04 **Tenant's Obligations**.

(a) **Repair and Maintenance**. Tenant shall keep all portions of the Premises (including systems and equipment) and the heating, ventilating and air conditioning system in good order, condition and repair (including repainting and refinishing, as needed). If any portion of the Premises or any system or equipment in the Premises which Tenant shall be obligated to repair cannot be fully repaired or restored, Tenant shall, in Tenant's and its service providers' discretion, promptly replace or repair, as the case may be, such portion of the Premises or system or equipment. If applicable. Tenant shall maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a heating and air conditioning contractor, such contract and such contractor to be approved by Landlord. Landlord shall have the right, upon written notice to Tenant, to undertake the responsibility for maintenance of the heating and air conditioning system at Tenant's expense. Landlord shall, at Tenant's expense, repair any damage to the portions of the Property Landlord shall be required to maintain caused by Tenant's acts or omissions. In the event Tenant makes repairs or replacements to systems within the Premises, Tenant shall deliver written evidence, including detail of the work completed, of such repair or replacement to Landlord.

(b) **Tenant's Expense**. Tenant shall fulfill all of Tenant's obligations under this Section 10.04 at Tenant's sole expense. If Tenant shall fail to maintain, repair or replace the Premises as required by this Section 10.04, Landlord may, upon ten (10) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs reasonably incurred in performing such maintenance, repair or replacement immediately upon demand.

10.05 **Alterations, Additions, and Improvements**.

(a) **Tenant's Work**. Tenant shall not make any installations, alterations, additions, or improvements in or to the Premises, except for non-structural interior alterations, additions or improvements which cost less than $25,000.00, without obtaining Landlord's prior written consent, which will not be unreasonably withheld. Any such work so approved by Landlord shall be performed only in accordance with plans and specifications therefor approved by Landlord. Tenant shall procure at Tenant's sole expense all necessary permits and licenses before undertaking any work on the Premises and shall

perform all such work in a good and workmanlike manner employing materials of good quality and so as to conform with all applicable zoning, building, fire, health and other codes, regulations, ordinances and laws and with all applicable insurance requirements. If requested by Landlord, Tenant shall furnish to Landlord prior to commencement of any such work a bond or other security acceptable to Landlord assuring that any work by Tenant will be completed in accordance with the approved plans and specifications and that all subcontractors will be paid. Tenant shall employ for such work only contractors approved by Landlord (such approval not to be unreasonably withheld) and shall require all contractors employed by Tenant to carry worker's compensation insurance in accordance with statutory requirements and commercial general liability insurance covering such contractors on or about the Premises with a combined single limit not less than $2,000,000 and shall submit certificates evidencing such coverage to Landlord prior to the commencement of such work. Tenant shall indemnify and hold harmless Landlord from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. Landlord may inspect the work of Tenant at reasonable times and given notice of observed defects. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

(b) **No Liens**. Tenant shall pay when due all claims for labor and material furnished to the Premises and shall at all times keep the Property free from liens for labor and materials. Tenant shall give Landlord at least twenty (20) days' prior written notice of the commencement of any work on the Premises, regardless of whether Landlord's consent to such work is required. Landlord may record and post notices of non-responsibility on the Premises.

10.06 **Condition Upon Termination**. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the condition which Tenant shall have been required to maintain the Premises under this Lease. Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Eleven (Damage or Destruction). Except for improvements made prior to the Commencement Date, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of this Lease and to restore the Premises to their prior condition, all at Tenant's expense. With respect to any alterations, additions or improvements which require Landlord's approval, at the time of such approval, Landlord shall specify if Tenant shall not be required to remove the same, and such items shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property), without Landlord's prior written consent; unless the same shall have been installed by Tenant at its expense: any power wiring or wiring panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment.

ARTICLE 11

DAMAGE OR DESTRUCTION

11.01 **Damage to Premises**.

(a) If the Premises shall be destroyed or rendered untenantable, either wholly or in part, by fire or other casualty ("**Casualty**"), Tenant shall immediately notify Landlord in writing upon the occurrence of such Casualty. In the event of any Casualty, Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the casualty occurred. Landlord shall notify Tenant within

thirty (30) days after receipt of notice of the occurrence of the casualty whether Landlord elects to repair the damage or terminate this Lease. If Landlord shall elect to repair the damage, Tenant shall pay Landlord the portion of the "deductible amount" (if any) under Landlord's insurance allocable to the damage to the Premises and, if the damage shall have been due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord.

(b) If the casualty to the Premises shall occur during the last six (6) months of the Lease Term and the damage shall be estimated by Landlord to require more than thirty (30) days to repair, either Landlord or Tenant may elect to terminate this Lease as of the date the casualty shall have occurred, regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within ten (10) days after Tenant's notice to Landlord of the occurrence of the casualty.

11.02 **Temporary Reduction of Rent**. If the Property shall be destroyed or damaged by casualty and Landlord shall determine to repair or restore the Property pursuant to the provisions of this Article Eleven, any Rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Premises shall be impaired. Except for such possible reduction in Base Rent, insurance premiums and Real Property Taxes, Tenant shall not be entitled to any compensation, reduction or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of the Property.

11.03 **Waiver**. Tenant waives the protection of any statute, code or judicial decision which shall grant a tenant the right to terminate a lease in the event of the damage or destruction of the leased property and the provisions of this Article Eleven shall govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Property.

ARTICLE 12

CONDEMNATION

12.01 **Condemnation**. If more than twenty percent (20%) of the floor area of the Premises or more than twenty-five percent (25%) of the parking on the Property shall be taken by eminent domain, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall take title or possession). If neither Landlord nor Tenant shall terminate this Lease, this Lease shall remain in effect as to the portion of the Premises not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area of the Premises. If this Lease shall be terminated, any condemnation award or payment shall be distributed to the Landlord. Tenant shall have no claim against Landlord for the value of the unexpired lease term or otherwise. So long as it does not interfere with any claim made by Landlord against the condemning authority. Tenant shall be expressly permitted by the Landlord to make a claim to the condemning authority for moving expenses and the value of any leasehold fixtures or improvements paid for directly by Tenant.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

13.01 **Landlord's Consent Required**. No portion of the Premises or of Tenant's interest in this Lease shall be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, which consent shall be provided to Landlord at least thirty (30) days in advance. Landlord shall have the right to grant or withhold its consent as

provided in Section 13.04 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease.

13.02 **No Release of Tenant**. No assignment or transfer, including any transfer under Section 13.05 hereof, shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person shall not be a waiver of any provision of this Article Thirteen. Consent to one transfer shall not be deemed a consent to any subsequent transfer or a waiver of the obligation to obtain consent on subsequent occasions. If Tenant's assignee or transferee shall default under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee or transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee without notifying Tenant or obtaining its consent, and such action shall not release Tenant from any of its obligations or liabilities under this Lease as so assigned or modified.

13.03 **Offer to Terminate**. Except as provided in Section 13.05 below, Tenant shall desire to assign this Lease or sublease all or any part of the Premises, Tenant shall offer to Landlord in writing, the right to terminate this Lease as of the date specified in the offer. If Landlord shall elect in writing to accept the offer to terminate within twenty (20) days after receipt of notice of the offer, this Lease shall terminate as of the date specified in such offer and all the terms and provisions of this Lease governing termination shall apply. If Landlord shall not so elect, Tenant shall then comply with the provisions of this Article Thirteen applicable to such assignment of sublease.

13.04 **Landlord's Consent**. Tenant's request for consent under Section 13.01 shall set forth the details of the proposed sublease, assignment or transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right to withhold consent, reasonably exercised, or to grant consent, based on the following factors: (i) the business of the proposed assignee or subtenant and the proposed use of the Premises; (ii) the net worth and financial condition of the proposed assignee or subtenant; (iii) Tenant's compliance with all of its obligations under this Lease; and (iv) such other factors as Landlord may reasonably deem relevant. So long as Section 13.05 does not apply, if Tenant shall assign or sublease, the following shall apply: Tenant shall pay to Landlord as Additional Rent fifty percent (50%) of the Proceeds (defined below) on such transaction (such amount being Landlord's share) as and when received by Tenant, unless Landlord shall give notice to Tenant and the assignee or subtenant that Landlord's Share shall be paid by the assignee or subtenant to Landlord directly. Proceeds shall mean (a) all rent and all fees and other consideration paid for or in respect of the assignment or sublease, including reasonable fees under any collateral agreements less (b) the rent and other sums payable under this Lease (in the case of a sublease of less than all of the Premises, allocable to the subleased premises) and all costs and expenses directly incurred by Tenant in connection with the execution and performance of such assignment or sublease for reasonable real estate broker's commissions and reasonable costs of renovation or construction of tenant improvements required under such assignment or sublease. Tenant shall be entitled to recover such reasonable costs and expenses before Tenant shall be obligated to pay Landlord's Share to Landlord. Tenant shall provide Landlord a written statement certifying all amounts to be paid from any assignment or sublease of the Premises within thirty (30) days after the transaction shall be signed and from time to time thereafter on Landlord's request, and Landlord may inspect Tenant's books and records to verify the accuracy of such statement. On written request, Tenant shall promptly furnish to Landlord copies of all the transaction documentation, all of which shall be certified by Tenant to be complete, true and correct. Tenant shall promptly reimburse Landlord for all legal costs and expenses incurred by Landlord in connection with a request for a sublease or assignment of this Lease.

13.05 **Assignment/Sublease to Affiliates**. Notwithstanding anything in this Article 13 to the contrary, Tenant may assign this Lease or sublet all or any portion of the Premises without the prior written consent of Landlord to Tenant's Affiliate (as hereinafter defined) provided that: (a) Tenant is not at such time, and such

Affiliate on the effective date of such assignment or sublease will not be, in monetary or material non-monetary default hereunder; (b) such Affiliate shall execute an instrument in writing assuming by assignment the terms of this Lease or acknowledging that such sublease is subject and subordinate to all of the terms and conditions of this Lease; and (c) all documents and information required hereunder shall be delivered by Tenant to Landlord at least thirty (30) days prior to the effective date of such assignment or sublease, and (d) in the case of an assignment, such Affiliate has a Net Worth at least equal to or greater $10,000,000.00. For purposes of this Article 13, the term "**Affiliate**" shall mean (i) any corporation or other entity succeeding to Tenant's business or a substantial part thereof whether by merger, consolidation or acquisition of the stock or assets of Tenant or otherwise, or (ii) any entity which controls, is controlled by, or is under common control with, the original named Tenant under this Lease. For purposes of this Article 13, the term "**Net Worth**" with respect to any entity shall mean the value of its assets plus equity, less liabilities, with the book carrying value of any preferred stock included as part of equity.

ARTICLE 14

DEFAULTS AND REMEDIES

14.01 **Covenants and Conditions**. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.

14.02 **Defaults**. Each of the following shall be an "Event of Default" under this Lease:

(a) Tenant shall abandon the Premises: provided, however, cessation of business activities shall not constitute a default so long as Tenant abides by its other obligations herein;

(b) Tenant shall fail to pay Rent or any other sum payable under this Lease within five (5) days after it is due;

(c) Tenant shall fail to perform any of Tenant's other obligations under this Lease and such failure shall continue for a period of thirty (30) days after notice from Landlord; provided that if more than thirty (30) days shall be required to complete such performance, Tenant shall not be in default if Tenant shall commence such performance within the thirty (30) day period and shall thereafter diligently pursue its completion.

(d) (i) Tenant shall make a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement shall be filed by or against Tenant and shall not be dismissed within sixty (60) days; (iii) a trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease and possession shall be subjected to attachment, execution or other judicial seizure which shall not be discharged within sixty (60) days. If a court of competent jurisdiction shall determine that any of the acts described in this Subsection (d) is not a default under this Lease, and a trustee shall be appointed to take possession (or if Tenant shall remain a debtor in possession) and such trustee or Tenant shall assign, sublease, or transfer Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment, transfer or sublease over the rent payable by Tenant under this Lease.

14.03 **Remedies**. On the occurrence of an Event of Default by Tenant, Landlord may, at any time thereafter, with or without notice or demand (except as provided in Section 14.02) and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

Terminate this Lease by written notice to Tenant or by entry, at Landlord's option. Tenant shall then immediately quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. Following termination, without prejudice to other remedies Landlord may have by reason of Tenant's default or of such termination, Landlord may (i) peaceably reenter the Premises upon voluntary surrender by Tenant or remove Tenant therefrom and any other persons occupying the Premises, using such legal proceedings as may be available; (ii) repossess the Premises or relet the Premises or any part thereof for such term (which may be for a term extending beyond the Lease Term), at such rental and upon such other terms and conditions as Landlord in Landlord's sole discretion shall determine, with the right to make alterations and repairs to the Premises; and (iii) remove all personal property therefrom. Following termination, Landlord shall have all the rights and remedies of a landlord provided at law and in equity. The amount of damages Tenant shall pay to Landlord following termination shall include all Rent unpaid up to the termination of this Lease, costs and expenses incurred by Landlord due to such Event of Default and, in addition, Tenant shall pay to Landlord as damages, at the election of Landlord (if Landlord shall elect subsection (y) below, it may cease such election at any time), either (x) the discounted present value (at the then one year Treasury Bill rate) of the aggregate Rent and other charges due during the period commencing with such termination and ending on the expiration date of this Lease, or (y) amounts equal to the Rent and other charges payable by Tenant as they accrue on the due dates therefor specified herein following such termination and until the expiration date of this Lease, provided, however, that if Landlord shall re-let the Premises during such period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses incurred or paid by Landlord in terminating this Lease, and the expenses of re-letting, including, without limitation, altering and preparing the Premises for new tenants, brokers' commissions, legal fees and all other similar and dissimilar expenses properly chargeable against the Premises and the rental therefrom, it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Lease Term; and provided, further, that (i) in the no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder and (ii) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this subsection (y) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting. In calculating the Rent and other charges under subsection (x) above, there shall be included, in addition to the Rent other considerations agreed to be paid or performed by Tenant, on the assumption that all such considerations would have remained constant (except as herein otherwise provided) for the balance of the full Lease Term hereby granted. Landlord may, but need not, re-let the Premises or any part thereof for such rent and on such terms as it shall determine (including the right to re-let the Premises for a greater or lesser term than the Lease Term, the right to re-let the Premises as part of a larger area and the right to change the character or use made of the Premises). Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Lease Term would have expired if it had not been terminated hereunder. In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under the foregoing provisions of this Section 14.03(a), Landlord may, by notice to Tenant, at any time after this Lease shall be terminated under this Article Fourteen or shall be otherwise terminated for an Event of Default and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Base Rent and Additional Rent due for the twelve (12) months ended immediately prior to such termination plus the amount of Base Rent and Additional Rent of any kind accrued and unpaid at the time of termination.

(a) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce

all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due.

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

14.04 **Automatic Termination, Damages**. Notwithstanding any other term or provision hereof to the contrary, this Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate this Lease as provided in Section 14.03 hereof, including the filing of an unlawful detainer action against Tenant. On any termination. Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord shall incur in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to this Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Base Rent and other Rent payable hereunder) shall constitute pecuniary damages which shall be reimbursed to Landlord prior to assumption of this Lease by Tenant or any successor to Tenant in any bankruptcy or other proceedings.

14.05 **Cumulative Remedies**. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

ARTICLE 15

PROTECTION OF LENDERS

15.01 **Subordination**. At Landlord's election, this Lease shall be automatically subordinate to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which shall acquire a security interest in the Property or this Lease. Tenant shall execute such further documents and assurances as such lender may reasonably require, provided that Tenant's obligations under this Lease shall not be increased in any material way (the performance of ministerial acts shall not be deemed material), and Tenant shall not be deprived of its rights under this Lease. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

15.02 **Attornment**. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which shall give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

15.03 **Signing of Documents**. Within forty-five (45) days of the execution of this Lease, Landlord shall provide to Tenant a commercially reasonable form, acceptable to Landlord's lender, of subordination, non-disturbance and attornment agreement for Tenant's review and execution. Further, each party to this Lease shall sign and deliver any additional instrument or documents necessary or appropriate to evidence the foregoing.

15.04 **Estoppel Certificates**. Within ten (10) days after Landlord's request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this

Lease has not been canceled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or if Landlord is claimed to be in default, setting forth such default in reasonable detail); and (v) such other information with respect to Tenant or this Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may reasonably require. Landlord may deliver any such statement by Tenant to any prospective purchaser or encumbrancer of the Property, and such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Tenant shall not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following statements as facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord, (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of such statements.

15.05 **Tenant's Financial Condition**. Within ten (10) days after request from Landlord from time to time, Tenant shall deliver to Landlord Tenant's audited financial statements for the latest available two (2) fiscal years as may then be in Tenant's possession. Such financial statements may be delivered to Landlord's mortgagees and lenders and prospective mortgagees, lenders and purchasers. Tenant represents and warrants to Landlord that each such financial statement shall be materially true and accurate as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease.

ARTICLE 16

LEGAL COSTS

16.01 **Legal Proceedings**. In any enforcement proceeding brought by either party with respect to this Lease, the non-prevailing party will pay to the prevailing party in such proceeding all costs, including reasonable attorneys' fees and court costs incurred by such other party with respect to such proceeding and any appeals therefrom.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.01 **Signage**. Tenant shall be permitted to have (i) a sign panel on the pylon sign located in front of the Building, and (ii) standard signage identifying Tenant at the primary entry of the Premises and at the point designated for Tenant's shipping and receiving activities. All signage installed by Tenant shall be subject to the prior written approval of Landlord and any approvals required by Central Florida Research Park. Further, Tenant shall be responsible for all costs and expenses with respect to its signage, including, installation and maintenance costs.

17.02 **Non-Discrimination**. Tenant agrees that it will not permit any discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof. Landlord agrees that it will not permit any discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing and management of the Premises or any portion thereof.

17.03 **Landlord's Liability; Certain Duties**.

(a) **Bind and Inure; Limitation of Landlord's Liability**. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and

their respective successors and assigns. No owner of the Property shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Property. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Property but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, member, director, employee, advisors or beneficiary of Landlord or any partner, trustee, stockholder, officer, member, director, employee, advisor or beneficiary of any of the foregoing, shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Property in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord, its partners, trustees, stockholders, members, officers, employees, advisors or beneficiaries of Landlord, and the partners, trustees, stockholders, members, officers, employees, advisors or beneficiary of any of the foregoing, shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant.

(b) **Notice**. Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address shall have been furnished to Tenant. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) shall fail to cure such non-performanee within thirty (30) days after receipt of Tenant's notice. However, if such non-performance shall reasonably require more than thirty (30) days to cure, Landlord shall not be in default if such cure shall be commenced within such thirty (30) day period and thereafter diligently pursued to completion.

17.04 **Severability**. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect.

17.05 **Interpretation**. The captions of the Articles or Sections of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other, in any provision relating to the conduct, acts or omissions of Tenant, the term "**Tenant**" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. This Lease shall not, and nothing contained herein, shall create a partnership or other joint venture between Landlord and Tenant.

17.06 **Incorporation of Prior Agreements; Modifications**. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements shall be effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

17.07 **Notices**. All notices, requests and other communications required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid or by a national overnight delivery service which maintains delivery records. Notices to Tenant shall be delivered to Tenant's Address for Notices. Notices to Landlord shall be delivered to Landlord's Address for Notices. All notices shall be effective upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

17.08 **Waivers**. All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by or to the conditions of such statement.

17.09 **No Recordation**. Tenant shall not record this Lease. Either Landlord or Tenant may require that a notice, short form or memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

17.10 **Binding Effect; Choice of Law**. This Lease shall bind any party who shall legally acquire any rights or interest in this Lease from Landlord or Tenant, provided that Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

17.11 **Corporate Authority; Partnership Authority**. If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that (s)he has full authority to do so and that this Lease binds the corporation. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership or limited liability company, each person or entity signing this Lease for Tenant represents and warrants that he or it is a general partner of the partnership or a manager or managing member of the company, that (s)he or it has full authority to sign for the partnership and that this Lease binds the partnership or company and all general partners of the partnership or the company and its members. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership or certificate of formation or organization.

17.12 **Intentionally omitted**.

17.13 **Force Majeure**. Other than payment of Rent, if either Landlord or Tenant cannot perform any of its obligations due to events beyond their respective reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

17.14 **Execution of Lease**. This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Landlord's delivery of this Lease to Tenant shall not be deemed to be an offer to lease and shall not be binding upon either party until executed and delivered by both parties.

17.15 **Survival**. All representations and warranties of Landlord and Tenant, and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

17.16 **Examination of Lease**. Submission of this Lease to Tenant shall not constitute an option to lease, and this Lease shall not be effective until execution and delivery by both Landlord and Tenant.

17.17 **Security Deposit**. Upon execution of this Lease by Tenant, Tenant shall pay to Landlord a Security Deposit in the amount set forth in Section 1.13, hereinabove, to be held by Landlord for the faithful performance by Tenant of Tenant's covenants and obligations hereunder, it being expressly understood that the Security Deposit shall not be considered as an advance payment of Rent or as a measure of Landlord's damages in the event of a default by Tenant. If at any time during the Lease Term hereof, or the Lease Term as it may be extended, an Event of Default shall have occurred in connection with payment of Rent or any other sum due Landlord as Additional Rent, Landlord may, but shall not be obligated to, apply all or part of the Security Deposit for such payment. Landlord may also apply all or part of the Security Deposit to repair damages to the Premises during or upon the termination of the tenancy created by this Lease. In such event, Tenant shall, on demand, pay to Landlord a like sum to replenish the Security Deposit. If Tenant is not in default at the termination of this Lease, then Landlord shall promptly return the Security Deposit to Tenant. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit.

Landlord and Tenant agree that Landlord shall be entitled to immediately endorse and cash Tenant's Rent and Security Deposit check(s) accompanying this Lease. It is further agreed and understood that such action shall not guarantee acceptance of this Lease by Landlord, but in the event Landlord does not accept this Lease, Tenant's Rent and Security Deposit checks so delivered shall be refunded in full to Tenant. Notwithstanding the foregoing, the Security Deposit shall reduce as follows: (i) if Tenant has not been in default at any time under this Lease, on the thirty-sixth (36th) month of the Lease Term the Security Deposit shall reduce to two (2) month's Base Rent to be held for the remainder of the Lease Term; (ii) if Tenant shall receive a funding infusion equal to or greater than Thirty Million and 00/100 Dollars ($30,000,000.00) (subject to the review of documentation evidencing same by Landlord) ("**Tenant Funding**") and Tenant has not been in default at any time under this Lease, within forty-five (45) days following Landlord's approval of such documentation the Security Deposit shall reduce to two (2) month's Base Rent to be held for the remainder of the Lease Term; or (iii) in the event Tenant has received the Tenant Funding, Landlord has approved same and Tenant has not been in default at any time under this Lease, on the thirty-sixth (36th) month of the Lease Term the Security Deposit shall reduce to one (1) month's Base Rent to be held for the remainder of the Lease Term.

17.18 **Limitation of Warranties**. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease. Without limiting the generality of the foregoing, Tenant expressly acknowledges that Landlord has made no warranties or representations concerning any hazardous materials or other environmental matters affecting any part of the Property and Landlord hereby expressly disclaims and Tenant waives any express or implied warranties with respect to any such matters.

17.19 **No Other Brokers**. Tenant represents and warrants to Landlord that the Brokers are the only agents, brokers, finders or other parties with whom Tenant has dealt who may be entitled to any commission or fee with respect to this Lease or the Premises or the Property. Tenant agrees to indemnify and hold Landlord harmless from any claim, demand, cost or liability, including, without limitation, attorneys' fees and expenses, asserted by any party other than the Brokers based upon dealings of that party with Tenant. Landlord agrees to indemnify and hold Tenant harmless from any claim, demand, cost or liability, including, without limitation, attorneys' fees and expenses, asserted by any party other than the Brokers based upon dealings of that party with Landlord.

17.20 **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17.21 **Central Florida Research Park**. Tenant hereby acknowledges that (i) the Building is located in the Central Florida Research Park (the "**Research Park**") and (ii) this Lease is subject to the deed restrictions (the "**Deed Restrictions**") affecting the Research Park. Tenant hereby agrees to (a) obtain any necessary approvals required by the Research Park in connection with Tenant's business in the Premises, (b) complete, execute and deliver any applicable forms or documents requested or required by the Research Park to comply with the Deed Restrictions and (c) comply with any and all rules and regulations established or modified from time to time by the Research Park.

ARTICLE 18

RENEWAL OPTION

Landlord hereby grants to Tenant the option to extend the initial Lease Term on the same terms, conditions and provisions as contained in this Lease, except as otherwise provided herein, for one (1) period of five (5) years, the option (the "**Option Period**") commencing on the day following the expiration date of this Lease.

(a) Tenant's option to extend shall be exercisable by written notice from Tenant to Landlord given no earlier than twelve (12) months, and no later than nine (9) months, prior to the expiration of the initial Lease Term, time being of the essence.

(b) Base Rent per square foot of Rentable Area of the Premises payable during the Option Period shall be at the Fair Market Rental Rate (as hereinafter defined).

(c) Tenant may only exercise its option to extend, and an exercise thereof shall only be effective, if at the time of Tenant's exercise and on the Option Period commencement date, this Lease is in full force and effect and no uncured default has occurred under this Lease. In addition to the condition set forth in the first sentence of this subparagraph (c), if Tenant is in default under this Lease within thirty (30) days prior to the Option Period commencement date, and has not cured or is not in the process of diligently curing such default prior to said commencement date, then, at Landlord's option, Tenant's right to exercise its option may be terminated and rendered null and void by notice thereof from Landlord to Tenant. No sublessee or assignee (other than an Affiliate) shall be entitled to exercise such option.

(d) Upon the valid exercise by Tenant of its option to extend. Landlord and Tenant shall enter into a written amendment to this Lease confirming the terms, conditions and provisions applicable to the Option Period as determined in accordance with the provisions of this Section, with such revisions to the Base Rent provisions of this Lease as may be necessary to conform those provisions to the rental rate applicable to the Option Period. No new options to extend shall be deemed to be created by a valid exercise of the extension option and no other provisions inapplicable to the Option Period such as, but not limited to, an obligation to construct or pay for construction or improvements or to grant rent abatements, shall be construed to govern the Option Period.

(e) For purposes of this Article 18, the term "**Fair Market Rental Rate**" shall mean a rate comprised of (i) the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (as defined below), and taking into account tenant improvement allowances, other tenant inducements, operating cost stops and tax cost stops, and brokerage commissions, all as determined by Landlord in good faith, and (ii) any escalation of any such base rental rate (based upon a fixed step and/or index) prevailing in the Pertinent Market, as determined by Landlord in good faith, taking into account (A) comparable leases (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease), if any, recently executed for improved space in the Building, and (B) leases for comparable (on the basis of factors such as, but not limited to size and location of space and commencement date and term of lease) improved space in "flex" buildings in the Orlando, Florida, area which are comparable to the Building in reputation, quality, age, size, location and level and quality of services provided and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the "**Pertinent Market**").

(f) Landlord shall provide Tenant with its calculation of the Fair Market Rental Value no more than 60 days after Tenant delivers its notice of exercise to Landlord. Tenant shall have a period of 30 days to accept Landlord's calculation or deliver notice to Landlord rescinding the notice of exercise.

ARTICLE 19

RIGHT OF FIRST REFUSAL

During the Lease Term, Tenant shall have a right of first refusal (each a "**Right of First Refusal**") to lease rentable area located adjacent to the Premises as portions of it become available from time to time (each such portion being referred to herein as an "**Additional Space**"), on the same terms and conditions that Landlord is prepared to accept from any third party. When Landlord receives an offer to lease the Additional Space from a third party which Landlord desires to accept, Landlord shall present the same, in writing, to Tenant, and Tenant shall thereafter have ten (10) days in which to accept or reject that offer by notice to Landlord. The Right of First Refusal shall apply only with respect to the entire Additional Space subject of the third party offer, and may not be exercised with respect to only a portion thereof. If Tenant rejects that offer or fails to accept the same in writing within such time period, then Landlord shall be free to lease the Additional Space to the third party on substantially similar terms and conditions to those offered to Tenant in the foregoing manner.

Each Right of First Refusal shall, at Landlord's election, be null and void if Tenant is in default under the Lease at the date Landlord would otherwise notify Tenant of the offer concerning the Additional Space or at any time thereafter and before commencement of the Lease for the Additional Space. After Tenant validly exercises a Right of First Refusal provided in this Lease, the parties shall execute an amendment to the Lease adding the Additional Space, or a new lease for the Additional Space, or such other documentation as Landlord shall require, promptly after Landlord shall prepare the same, confirm the leasing of such Additional Space to Tenant, but an otherwise valid exercise of the Right of First Refusal contained in this Lease shall be fully effective, whether or not such confirmatory documentation is executed. If the term of an Additional Space lease extends (including by an option timely exercised) beyond the Lease Term, then, (i) the Lease Term shall be extended to coincide with the term of the Additional Space Lease and (ii) Base Rent for the Premises from and after expiration of the Lease Term shall be the higher of the Base Rent per square foot during the last calendar month of the Lease Term or the Base Rent per square foot of the Additional Space for the corresponding time period.

If Tenant shall exercise a Right of First Refusal granted in this Lease. Landlord does not guarantee that the Additional Space will be available on the commencement date for the Lease thereof if the then existing occupants of the Additional Space shall holdover, or for any other reason beyond Landlord's reasonable control. In that event, Tenant's sole recourse shall be that the Base Rent with respect to the Additional Space shall be abated until Landlord legally delivers the same to Tenant. Tenant's exercise of that Right of First Refusal shall not operate to cure any default by Tenant of any of the terms or provisions in this Lease, nor to extinguish or impair any rights or remedies of Landlord arising by virtue of such default. Each and all Rights of First Refusal are personal to Tenant and may not be exercised or enjoyed by any other person. If the Lease or Tenant's right to possession of the Premises shall terminate in any manner whatsoever before Tenant shall exercise a Right of First Refusal, or if Tenant shall have subleased or assigned its interest in Tenant or its right to possess all or any portion of the Premises, then immediately upon such termination, sublease or assignment, the Right of First Refusal shall simultaneously terminate and become null and void. Under no circumstances whatsoever shall a subtenant under a sublease of the Premises, or the assignee under a full or a partial assignment of the Lease, have any right to exercise a Right of First Refusal granted in this Lease.

ARTICLE 20

OPTION TO TERMINATE

Provided that Tenant is not then in default under this Lease, Tenant shall have an ongoing option to terminate this Lease (the "**Termination Option**"). The effective date of this termination shall be the date that is specified in the Termination Notice (defined below) (the "**Early Termination Date**"). Tenant shall exercise the Termination Option by (i) delivering to Landlord no less than ninety (90) days' prior written notice (the

"**Termination Notice**") of such election to terminate this Lease and (ii) paying to Landlord the Termination Payment (as hereinafter defined) concurrently with the Termination Notice. If Tenant properly delivers the Termination Notice and makes the Termination Payment in a timely manner, then this Lease shall be deemed to have expired by lapse of time on the Early Termination Date. Tenant shall return the Premises to Landlord on the Early Termination Date in accordance with the terms of this Lease. If Tenant fails to make the Termination Payment in a timely manner, then the Termination Option shall, at Landlord's option, be void. Unless Landlord otherwise agrees in writing, Tenant may not exercise the Termination Option, and no exercise thereof shall be effective, if a default shall exist under this Lease as of the date on which the Termination Notice is given or as of the Early Termination Date provided, however, notwithstanding anything in this Lease to the contrary. Landlord's acceptance of the Termination Payment shall constitute Landlord's approval of Tenant's exercise of the Termination Option for all purposes. Upon Tenant's delivering the Termination Notice, any and all rights of Tenant to extend the Term or to lease additional space in the Building, whether pursuant to a right of first offer, a right of first refusal, an expansion option, or otherwise, shall immediately be void and of no further force or effect. All obligations of either party to the other which accrue under this Lease on or before the Early Termination Date shall survive such termination. As used herein. "**Termination Payment**" shall mean an amount equal to the remaining Rent due under this Lease for the remainder of the Term as of the Early Termination Date discounted at a rate of five percent (5%). If Tenant leases additional space in the Building, then the Termination Payment shall be increased by the unamortized balance of the leasing costs described in any lease amendment executed by Tenant in connection therewith attributable to the leasing of such additional space (e.g., construction allowances, brokerage commissions, attorneys' fees and abated rent) as of the Early Termination Date. The amortization of the leasing costs for such additional space shall be from the commencement date of the term of the Lease with respect to such other space through the expiration date on a straight line basis.

LANDLORD: **WITNESS:**

CHALLENGER-DISCOVERY, LLC, a
Delaware limited liability company

By: /s/ Kathleen Keller
Name: Kathleen Keller
Title: Secretary/Treasurer

/s/ Ashley Dederino
/s/ Isabel Rachel Lantry

TENANT: **WITNESS:**

LENSAR, INC., a Delaware corporation

By: /s/ Monty K. Allen
Name: Monty K. Allen
Title: Secretary and Treasurer

/s/ Mary K. Zimmerman
/s/ Amy R. Brooks

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is entered into as of March 15, 2016 (the "**Effective Date**"), by and between **CHALLENGER-DISCOVERY, LLC**, a Delaware limited liability company ("**Landlord**"), and **LENSAR, LLC**, a Delaware limited liability company ("**Tenant**").

R E C I T A L S:

A. Landlord and Lensar, Inc., a Delaware corporation, entered into that certain Industrial Real Estate Lease dated July 30, 2010, as assigned to Tenant by that certain Assignment and Assumption of Lease dated December 15, 2015 (collectively, the "**Lease**"), pursuant to which Tenant leases from Landlord that certain premises known as Suite 100, consisting of approximately 34,758 square feet of rentable area (the "**Original Premises**") in the building located at 2800 Discovery Dive, Orlando, Florida (the "**Building**").

B. Landlord and Tenant have agreed that Tenant shall reduce the size of the Original Premises by approximately 812 square feet of rentable area by eliminating the common restrooms located on the north end of the Premises (the "**Terminated Space**") as more fully depicted on Exhibit B attached hereto. The Original Premises minus the Terminated Space shall total approximately 33,946 rentable square feet (subject to verification upon final measurement by Landlord) and shall be known, collectively, as the "**Premises**". The Premises is more fully depicted on Exhibit A attached hereto.

C. The current term of the Lease is scheduled to expire on April 30, 2016.

D. Subject to the terms hereof, Landlord and Tenant have agreed to extend the term of the Lease to July 31, 2021.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Extension of the Term of the Lease**. The term of the Lease is hereby extended for a period of sixty-three months (63) commencing on May 1, 2016 (the "**Commencement Date**") and expiring on July 31, 2021 (the "**Extension Term**"). All of the terms and provisions of the Lease shall continue to apply with respect to the Extension Term, except as specifically modified herein. Except as provided in Section 7 of this Amendment entitled "Renewal Option", Tenant acknowledges that Tenant has no further right or option to extend the term of the Lease.

2. **Terminated Space**. Effective on the Commencement Date, the Premises shall be reduced to approximately 33,946 rentable square feet of space in the Building as shown on Exhibit A. Upon the later to occur of the Commencement Date or the Restroom Completion Date (as defined below), Tenant shall vacate and deliver full possession of the Terminated Space in the condition required by the Lease, including, without limitation, performance of Tenant's restoration obligations. Tenant shall not have any rights, liabilities, or obligations under this Lease with respect to the Terminated Space for the period first accruing after the Commencement Date, except those that, by the provisions of the Lease, are intended to survive the expiration or termination of the Lease (specifically including, without limitation, the obligation to make a final reconciliation of Additional Rent owing for the Terminated Space, as required by the Lease).

3. **Base Rent**. From and after the Commencement Date, Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Article 4 of the Lease and in an amount hereinafter provided, without demand, deduction or setoff, except as expressly provided in the Lease. From and after the Commencement Date, Base Rent shall be as follows:

Period Installment	RSF	Annual Base Rent	Monthly
Commencement Date – October 31, 2016*	$7.375	$250,351.75	$20,862.65
November 1, 2016 – April 30, 2017	$14.75	$500,703.50	$41,725.29
May 1, 2017 – April 30, 2018	$15.19	$515,639.74	$42,969.98
May 1, 2018 – April 30, 2019	$15.65	$531,254.90	$44,271.24
May 1, 2019 – April 30, 2020	$16.12	$547,209.52	$45,600.79

May 1, 2020 – April 30, 2021	$16.60	$563,503.60	$46,958.63
May 1, 2021 – July 31, 2021	$17.10	$580,476.60	$48,373.05

*Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease, Tenant's obligation to pay fifty percent (50%) of the Base Rent otherwise due for the Premises for the Commencement Date – October 31, 2016 (the "**Abatement Period**") shall be abated. Accordingly, the total amount of Base Rent abated during the Abatement Period shall equal $125,175.87 (the "**Abated Base Rent**"). If Landlord elects to terminate the Lease or Tenant's right to possession of the Premises due to a default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default, shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to the Lease or at law or in equity.

4. **Additional Rent**. Tenant shall continue to pay, in accordance with the Lease, Tenant's proportionate share of Total Operating Costs for each year on a net basis, and without regard to any base year. As of the Commencement Date, Tenant's proportionate share of Total Operating Costs (or Pro Rata Share as defined in the Lease) shall be 75.83%. The Total Operating Costs for 2016 are *estimated* to be approximately $5.22 per square foot. For purposes of calculating Total Operating Costs, Controllable Operating Costs (as hereinafter defined) shall be deemed to have increased by the actual amount of such increase over the preceding year, but not to exceed six percent (6%) (on a cumulative basis) of such actual (i.e. following end of year reconciliation) costs in each year of this Amendment commencing on the Commencement Date. The term "**Controllable Operating Costs**" shall include all Total Operating Costs *with the exception of* Real Property Taxes, Building insurance costs, utilities, management fees not to exceed five percent (5%) and any research park fees.

5. **Florida State Sales Tax**. Tenant shall continue pay all applicable Florida State Sales Taxes concurrently with each installment of Base Rent for the Premises.

6. **Tenant Improvements**. All improvements described in this Amendment to be constructed in and upon the Premises are described in the Work Letter attached hereto as Exhibit D (the "**Work Letter**"). In addition to Landlord's Work, Landlord, at Landlord's sole cost and expense and not as part of Landlord's Work, will construct one single unisex stall restroom within the Premises (the "**New Restroom**") as more fully depicted on Exhibit C attached hereto. Landlord shall complete the construction of the New Restroom within ninety (90) days following the execution of this Amendment (the "**Restroom Completion Date**"). Tenant and its employees, agents and invitees shall not disturb Landlord and its contractors in the construction of the New Restroom and shall fully cooperate with Landlord's process to ensure expediency in the completion of the New Restroom. Other than with respect to Landlord's Work (as defined in the Work Letter), or as otherwise provided in the Lease, including construction of the New Restroom, Tenant accepts the Premises in its "as-is" condition and Landlord shall have no obligation to perform any work at the Premises. Landlord agrees to provide Tenant with full access to and use of the Terminated Space (i.e., the existing north restrooms) until the Restroom Completion Date.

7. **Renewal Option**. Landlord hereby grants to Tenant the option to extend the Extension Term on the same terms, conditions and provisions as contained in the Lease, as modified and except as otherwise provided herein, for one (1) period of five (5) years (the "**Option Period**") commencing on the day following the expiration of the Extension Term.

1. Tenant's option to extend shall be exercisable by written notice from Tenant to Landlord given no more than twelve (12) months and no less than nine (9) months prior to the expiration of the Extension Term, time being of the essence.

2. Base Rent per rentable square foot of the Premises payable during the Option Period shall be at one hundred percent (100%) of the Fair Market Rental Rate (as hereinafter defined).

3. Tenant may only exercise its option to extend, and an exercise thereof shall only be effective, if at the time of Tenant's exercise and on the Option Period commencement date, the Lease is in full force and effect and no event of default by Tenant has occurred under the Lease which remains uncured after the giving of any applicable notice and the expiration of any applicable cure period. In addition to the condition set forth in the first sentence of this subparagraph (c), if Tenant is in default under the Lease (after the giving of any applicable notice and the expiration of any applicable cure period) within thirty (30) days prior to the Option Period commencement date, then, at Landlord's option, Tenant's right to exercise its option may be terminated and rendered null and void by written notice thereof from Landlord to Tenant.

4. Upon the valid exercise by Tenant of its option to extend, Landlord and Tenant shall enter into a written amendment to the Lease confirming the terms, conditions and provisions applicable to the Option Period as determined in accordance with the provisions of this Section, with such revisions to the rent provisions of the Lease as may be necessary to conform those provisions to the rental rate applicable to the Option Period. No new options to extend shall be deemed to be created by a valid exercise of the extension option and no other provisions inapplicable to the Option Period such as, but not limited to, an obligation to construct or pay for construction or improvements or to grant rent abatements, shall be construed to govern the Option Period.

For purposes of this Section, the term "**Fair Market Rental Rate**" shall mean a rate comprised of (i) the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (as defined below), and taking into account tenant improvement allowances, other tenant inducements, operating cost stops and tax cost stops, and brokerage commissions, all as determined by an MAI appraiser mutually acceptable to Landlord and Tenant in their reasonable discretion, and (ii) any escalation of any such base rental rate (based upon a fixed step and/or index) prevailing in the Pertinent Market, as also determined by said appraiser, taking into account (A) comparable lease renewals (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease), if any, recently executed for improved space in the Building, and (B) lease renewals for comparable (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease) improved space in "flex" buildings in the Research Park which are comparable to the Building in reputation, quality, condition, age, size, location and level and quality of services provided and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the **"Pertinent Market"**). Tenant may, after the determinations of the appraiser set forth above, elect to withdraw its notice of renewal at no obligation or expense of Tenant and, in such event, the Term shall not be extended and Tenant shall lose its renewal option.

8. **Right of First Offer**. Landlord hereby grants to Tenant a one-time right (the "**Right of First Refusal**") to lease Suite 270 (consisting of approximately 10,819 square feet of rentable space) located contiguous to the Premises ("**Expansion Space**") on the same terms, conditions and provisions as contained in the Lease, as modified and except as otherwise provided herein.

5. In the event Landlord receives a letter of intent to lease the Expansion Space from a third party (an "**Offer**"), Landlord shall notify Tenant of such Offer. The Right of First Refusal shall be exercisable by Tenant only by written notice given by Tenant to Landlord not later than five (5) business days after Tenant receives the Offer from Landlord.

6. Tenant may only exercise its Right of First Refusal, and an exercise thereof shall only be effective, if at the time of Tenant's exercise, the Lease is in full force and effect and no event of default by Tenant has occurred under the Lease which remains uncured after the giving of any applicable notice

and the expiration of any applicable cure period. In addition to the condition set forth in the first sentence of this subparagraph (b), if Tenant is in default under the Lease (after the giving of any applicable notice and the expiration of any applicable cure period) within thirty (30) days prior to Tenant taking occupancy of the Expansion Space, then, at Landlord's option, Tenant's right to exercise its Right of First Refusal may be terminated and rendered null and void by written notice thereof from Landlord to Tenant

7. Upon the valid exercise by Tenant of its Right of First Refusal, Landlord and Tenant shall enter into a written amendment to the Lease confirming the terms, conditions and provisions applicable to the Expansion Space as determined in accordance with the provisions of this Section, with such revisions to the rent provisions of the Lease as may be necessary to conform those provisions to the rental rate applicable to the Expansion Space.

8. The Right of First Refusal is not transferable by any assignment or subletting and, in the event of an assignment or subletting, the Right of First Refusal shall be null and void.

9. **Brokers**. Landlord and Tenant each represent and warrant to the other that the only brokers they have dealt with in connection with this Amendment are Avison Young and Coughlin Commercial whose commissions and fees shall be paid by Landlord pursuant to separate written agreements. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

10. **Miscellaneous**. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

11. **Counterparts**. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Lease as of the day and year first above written.

WITNESS/ATTEST:

By: /s/ Simone DaSilva
Name: Simone DaSilva

By: /s/ Bret Anderson
Name: Bret Anderson

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a Delaware limited liability company

By: /s/ Kathleen Keller
Name: Kathleen Keller

Title: Secretary/Treasurer

WITNESS/ATTEST:

By: /s/ Alan Connaughton
Name: Alan Connaughton

By: /s/ Monty K. Allen
Name: Monty K. Allen

TENANT:

LENSAR, LLC, a Delaware limited liability company

By: /s/ Nick T. Curtis
Name: Nick T. Curtis
Title: CEO

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "**Amendment**") is entered into as of December 16, 2016 (the "**Effective Date**"), by and between **CHALLENGER-DISCOVERY, LLC**, a Delaware limited liability company ("**Landlord**"), and **LENSAR, INC.**, a Delaware corporation (f/k/a Lensar, LLC, a Delaware limited liability company) ("**Tenant**").

R E C I T A L S:

A. Landlord and Lensar, Inc., a Delaware corporation, entered into that certain Industrial Real Estate Lease dated July 30, 2010, as assigned to Tenant by that certain Assignment and Assumption of Lease dated December 15, 2015, and as amended by that certain First Amendment to Lease dated March 15, 2016 (collectively, the "**Lease**"), pursuant to which Tenant leases from Landlord that certain premises known as Suite 100, consisting of approximately 33,946 square feet of rentable area in the building located at 2800 Discovery Dive, Orlando, Florida.

B. Landlord and Tenant agree to modify the terms of the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

12. **Corporate Name**. Pursuant to a certain corporate reorganization of Tenant as evidenced in that certain Asset Purchase Agreement dated as of the Effective Date between Tenant and Alphaeon Corporation, Tenant changed its name back to Lensar, Inc., a Delaware corporation effective as of the Effective Date. Such entity shall be responsible as "Tenant" under all Lease provisions.

13. **Brokers**. Landlord and Tenant each represent and warrant to the other that they have not dealt with any brokers in connection with this Amendment. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

14. **Miscellaneous**. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

15. **Counterparts**. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Lease as of the day and year first above written.

WITNESS/ATTEST:

By: /s/ Brett Anderson
Name: Brett Anderson

By: /s/ Steven C. Heetland
Name: Steven C. Heetland

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a Delaware limited liability company

By: /s/ Kathleen Keller
Name: Kathleen Keller
Title: Secretary/Treasurer

WITNESS/ATTEST:

By: /s/ Greg S. Lipsit
Name: Greg S. Lipsit

By: /s/ Adriana Bentz
Name: Adriana Bentz

TENANT:

LENSAR, INC., a Delaware corporation

By: /s/ Alan Connaughton
Name: Alan Connaughton
Title: COO

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "**Amendment**") is entered into as of August 20, 2020 (the "**Effective Date**"), by and between **CHALLENGER-DISCOVERY, LLC**, a Delaware limited liability company ("**Landlord**"), and **LENSAR, INC.**, a Delaware corporation ("**Tenant"**).

R E C I T A L S:

A. Landlord and Tenant entered into that certain Industrial Real Estate Lease dated July 30, 2010, as amended (the "**Lease**"), pursuant to which Tenant leases from Landlord that certain premises known as Suites 100 and 200, consisting of approximately 33,946 square feet of rentable area (the "**Premises**") in the building located at 2800 Discovery Dive, Orlando, Florida (the "**Building**").

B. Subject to the terms hereof, Landlord and Tenant have agreed to extend and amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Extension of the Term of the Lease**. The term of the Lease is hereby extended for a period of seven (7) years and three (3) months commencing on September 1, 2020 (the "**Commencement Date**") and expiring on November 30, 2027 (the "**Extension Term**"). All of the terms and provisions of the Lease shall continue to apply with respect to the Extension Term, except as specifically modified herein. Except as provided in Section 6 of this Amendment entitled "Renewal Option", Tenant acknowledges that Tenant has no further right or option to extend the term of the Lease.

2. **Base Rent**. From and after the Commencement Date, Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Article 4 of the Lease and in an amount hereinafter provided, without demand, deduction or setoff, except as expressly provided in the Lease. From and after the Commencement Date, Base Rent shall be as follows:

Period	RSF	Annual Base Rent	Monthly Installment
*9/1/2020 – 11/30/2020	$0.00	N/A	N/A
12/1/2020 - 8/31/2021	$15.25	$517,676.50	$43,139.71
9/1/2021 – 8/31/2022	$15.67	$531,933.82	$44,327.82
9/1/2022 – 8/31/2023	$16.10	$546,530.60	$45,544.22
9/1/2023 – 8/31/2024	$16.54	$561,466.84	$46,788.90
9/1/2024 – 8/31/2025	$16.99	$576,742.54	$48,061.88
9/1/2025 – 8/31/2026	$17.46	$592,697.16	$49,391.43
9/1/2027 – 11/30/2027	$17.94	$608,991.24	$50,749.27

*Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease, Tenant's obligation to pay the Base Rent otherwise due for the Premises for the first three (3) months (the "**Abatement Period**") shall be abated. Accordingly, the total amount of Base Rent abated during the Abatement Period shall equal $129,419.13 (the "**Abated Base Rent**"). If Landlord elects to terminate the

Lease or Tenant's right to possession of the Premises due to default by Tenant not cured during any applicable grace or curative period, then
(i) the portion of the Abated Base Rent unamortized as of the date of such default, shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to the Lease or at law or in equity.

3. **Additional Rent**. Tenant shall continue to pay, in accordance with the Lease, Tenant's proportionate share of Total Operating Costs for each year on a net basis, and without regard to any base year. As of the Commencement Date, Tenant's proportionate share of Total Operating Costs (or Pro Rata Share as defined in the Lease) shall be 75.83%. The Total Operating Costs for 2020 are estimated to be approximately $5.91 per square foot. For purposes of calculating Total Operating Costs, Controllable Operating Costs (as hereinafter defined) shall be deemed to have increased by the actual amount of such increase over the preceding year, but not to exceed five percent (5%) (on a cumulative basis) of such actual (i.e. following end of year reconciliation) costs in each year of this Amendment commencing on the Commencement Date. The term "**Controllable Operating Costs**" shall include all Total Operating Costs with the exception of Real Property Taxes, Building insurance costs, utilities, management fees not to exceed five percent (5%) and any research park fees.

4. **Florida State Sales Tax**. Tenant shall continue pay all applicable Florida State Sales Taxes concurrently with each installment of Base Rent for the Premises.

5. **Tenant Improvements**. All improvements described in this Amendment to be constructed in and upon the Premises are described in the Work Letter attached hereto as Exhibit A (the "**Work Letter**"). Other than with respect to Landlord's Work (as defined in the Work Letter), Tenant accepts the Premises in its "as-is" condition and Landlord shall have no obligation to perform any work at the Premises.

6. **Renewal Option**. Landlord hereby grants to Tenant the option to extend the Extension Term on the same terms, conditions and provisions as contained in the Lease, as modified and except as otherwise provided herein, for one (1) period of five (5) years (the "**Option Period**") commencing on the day following the expiration of the Extension Term.

(a) Tenant's option to extend shall be exercisable by written notice from Tenant to Landlord given no more than twelve (12) months and no less than nine (9) months prior to the expiration of the Extension Term, time being of the essence.

(b) Base Rent per rentable square foot of the Premises payable during the Option Period shall be at one hundred percent (100%) of the Fair Market Rental Rate (as hereinafter defined).

(c) Tenant may only exercise its option to extend, and an exercise thereof shall only be effective, if at the time of Tenant's exercise and on the Option Period commencement date, the Lease is in full force and effect and no event of default by Tenant has occurred under the Lease which remains uncured after the giving of any applicable notice and the expiration of any applicable cure period. In addition to the condition set forth in the first sentence of this subparagraph (c), if Tenant is in default under the Lease (after the giving of any applicable notice and the expiration of any applicable cure period) within thirty (30) days prior to the Option Period commencement date, then, at Landlord's option, Tenant's right to exercise its option may be terminated and rendered null and void by written notice thereof from Landlord to Tenant.

(d) Upon the valid exercise by Tenant of its option to extend, Landlord and Tenant shall enter into a written amendment to the Lease confirming the terms, conditions and provisions applicable to the Option Period as determined in accordance with the provisions of this Section, with such revisions to the rent provisions of the Lease as may be necessary to conform those provisions to the rental rate applicable to the Option Period. No new options to extend shall be deemed to be created by a valid exercise of the extension option and no other provisions inapplicable to the Option Period such as, but not limited to, an obligation to construct or pay for construction or improvements or to grant rent abatements, shall be construed to govern the Option Period.

For purposes of this Section, the term "**Fair Market Rental Rate**" shall mean a rate comprised of (i) the prevailing base rental rate per square foot of rentable area available in the Pertinent Market (as defined below), and taking into account tenant improvement allowances, other tenant inducements, operating cost stops and tax cost stops, and brokerage commissions, all as determined by an MAI appraiser mutually acceptable to Landlord and Tenant in their reasonable discretion, and (ii) any escalation of any such base rental rate (based upon a fixed step and/or index) prevailing in the Pertinent Market, as also determined by said appraiser, taking into account
(A) comparable lease renewals (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease), if any, recently executed for improved space in the Building, and (B) lease renewals for comparable (on the basis of factors such as, but not limited to, size and location of space and commencement date and term of lease) improved space in "flex" buildings in the Research Park which are comparable to the Building in reputation, quality, condition, age, size, location and level and quality of services provided and which have reached economic stabilization and are not, for any other reason, offering below market rents (the foregoing factors not being exclusive in identifying comparable buildings) (the Building, together with such comparable buildings, if applicable, being herein referred to as the "**Pertinent Market**"). Tenant may, after the determinations of the appraiser set forth

above, elect to withdraw its notice of renewal at no obligation or expense of Tenant and, in such event, the Term shall not be extended and Tenant shall lose its renewal option.

7. **Right of First Refusal**. Landlord hereby grants to Tenant an ongoing right (the "**Right of First Refusal**") to lease any premises located contiguous to the Premises ("**ROFR Space**") on the same terms, conditions and provisions as contained in the Lease, as modified and except as otherwise provided herein.

(a) In the event Landlord receives a letter of intent to lease any ROFR Space from a third party (the "**Offer**"), Landlord shall notify Tenant of such Offer. The Right of First Refusal shall be exercisable by Tenant only by written notice given by Tenant to Landlord not later than five (5) business days after Tenant receives the Offer from Landlord.

(b) Tenant may only exercise its Right of First Refusal, and an exercise thereof shall only be effective, if at the time of Tenant's exercise, the Lease is in full force and effect and no event of default by Tenant has occurred under the Lease which remains uncured after the giving of any applicable notice and the expiration of any applicable cure period. In addition to the condition set forth in the first sentence of this subparagraph (b), if Tenant is in default under the Lease (after the giving of any applicable notice and the expiration of any applicable cure period) within thirty (30) days prior to Tenant taking occupancy of the ROFR Space, then, at Landlord's option, Tenant's right to exercise its Right of First Refusal may be terminated and rendered null and void by written notice thereof from Landlord to Tenant

(c) Upon the valid exercise by Tenant of its Right of First Refusal, Landlord and Tenant shall enter into a written amendment to the Lease confirming the terms, conditions and provisions

applicable to the ROFR Space as determined in accordance with the provisions of this Section, with such revisions to the rent provisions of the Lease as may be necessary to conform those provisions to the rental rate applicable to the ROFR Space.

(d) The Right of First Refusal is not transferable by any assignment or subletting and, in the event of an assignment or subletting, the Right of First Refusal shall be null and void.

8. **Assignment**. Notwithstanding anything in Article 13 of the Lease to the contrary, Tenant may assign this Lease or sublet all or any portion of the Premises without prior written consent of Landlord to any entity or person succeeding to Tenant's business or a substantial part thereof whether by merger, consolidation or acquisition of the stock or assets of Tenant or otherwise.

9. **Brokers**. Landlord and Tenant each represent and warrant to the other that the only brokers they have dealt with in connection with this Amendment are Avison Young and Coughlin Commercial whose commissions and fees shall be paid by Landlord pursuant to separate written agreements. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

10. **Miscellaneous**. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

11. **Counterparts.** This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Lease as of the day and year first above written.

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a
Delaware limited liability company

By: /s/ Steven C. Hertland
Name:Steven C. Hertland
Title: Manager

TENANT:

LENSAR, INC. a Delaware corporation

By: /s/ Nicholas T. Curtis
Name:Nicholas T. Curtis
Title: CEO

ADDENDUM TO THIRD AMENDMENT TO LEASE

THIS ADDENDUM TO THIRD AMENDMENT TO LEASE is entered into as of September 9, 2020, by and between CHALLENGER-DISCOVERY, LLC, a Delaware limited liability company ("**Landlord**"), and LENSAR, INC., a Delaware corporation ("**Tenant**").

1. Landlord and Tenant are parties to that certain Third Amendment to Lease dated August 20, 2020 (the "**Third Amendment**").

2. Due to a scrivener's error in the Third Amendment, the parties agree that the following provision shall replace Section 2 of the Third Amendment in its entirety.

"**Base Rent.** From and after the Commencement Date, Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Article 4 of the Lease and in an amount hereinafter provided, without demand, deduction or setoff, except as expressly provided in the Lease. From and after the Commencement Date, Base Rent shall be as follows:

Period Installment	RSF	Annual Base Rent	Monthly
*9/1/2020 – 11/30/2020	$ 0.00	N/A	N/A
12/1/2020 – 8/31/2021	$ 15.25	$ 517,676.50	$ 43,139.71
9/112021 – 8/31/2022	$ 15.67	$ 531,933.82	$ 44,327.82
9/1/2022 – 8/31/2023	$ 16.10	$ 546,530.60	$ 45,544.22
9/1/2023 – 8/31/2024	$ 16.54	$ 561,466.84	$ 46,788.90
911/2024 – 8/31/2025	$ 16.99	$ 576,742.54	$ 48,061.88
9/1/2025 – 8/31/2026	$ 17.46	$ 592,697.16	$ 49,391.43
9/1/2026 – 8/31/2027	$ 17.94	$ 608,991.24	$ 50,749.27
9/1/2027 – 11/30/2027	$ 18.43	$ 625,624.78	$ 52,135.40

* Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease, Tenant's obligation to pay the Base Rent otherwise due for the Premises for the first three (3) months (the "**Abatement Period**") shall be abated. Accordingly, the total amount of Base Rent abated during the Abatement Period shall equal $129,419.13 (the "**Abated Base Rent**"). If Landlord elects to terminate the Lease or Tenant's right to possession of the Premises due to default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default, shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to the Lease or at law or in equity."

IN WITNESS WHEREOF, the undersigned have executed this Addendum to Third Amendment to Lease as of the day and year first above written.

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a
Delaware limited liability company

By: /s/ Steven C. Heetland
Name: Steven C. Heetland

Title: Manager

TENANT:

LENSAR, INC. a Delaware corp. oration

By: /s/ Alan Connaughton
Name: Alan Connaughton
Title: COO

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "**Amendment**") is entered into as of December _____, 2024 (the "**Effective Date**"), by and between **CHALLENGER-DISCOVERY, LLC**, a Delaware limited liability company ("**Landlord**"), and **LENSAR, INC.**, a Delaware corporation ("**Tenant"**).

R E C I T A L S:

A. Landlord and Tenant entered into that certain Industrial Real Estate Lease dated July 30, 2010, as amended (the "**Lease**"), pursuant to which Tenant leases from Landlord that certain premises known as Suites 100 and 200, consisting of approximately 33,946 square feet of rentable area (as expanded below) (the "**Premises**") in the building located at 2800 Discovery Dive, Orlando, Florida (the "**Building**").

B. Subject to the terms hereof, Landlord and Tenant have agreed to extend and amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

Expansion of Premises. As of the EPCD (i.e., Expansion Premises Commencement Date) (defined below), the Premises shall be expanded to include Suite 270 containing approximately 10,819 square feet. Following expansion, the Premises shall contain a total square footage of approximately 44,765 square feet.

Extension of the Term of the Lease. The term of the Lease is hereby reset for a period commencing on September 1, 2025 ("**EPCD**") and expiring on May 31, 2029 (the "**New Term**"). All of the terms and provisions of the Lease shall continue to apply with respect to the New Term, except as specifically modified herein. Tenant acknowledges that as of the EPCD, the New Term shall apply to the entire Premises. Except as provided in the Third Amendment to Lease dated August 20, 2020 (the "**Third Amendment**"), Tenant acknowledges that Tenant has no further right or option to extend the term of the Lease.

Base Rent. Until the EPCD, Tenant shall continue to pay Base Rent and Total Operating Costs in connection with the Third Amendment. From and after the EPCD, Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Article 4 of the Lease and in an amount hereinafter provided, without demand, deduction or setoff, except as expressly provided in the Lease. From and after the EPCD, Base Rent for the entire Premises (44,765 SF) shall be as follows:

Period	RSF	Annual Base Rent	Monthly Payment
*9/1/25 – 1/31/26	$17.46	$592,697.16 (33,946 SF)	$49,391.43 (33,946 SF)
2/1/26-8/31/26	$17.46	$781,596.90	$65,133.08
9/1/26-8/31/27	$17.94	$803,084.10	$66,923.68
9/1/27-8/31/28	$18.43	$825,018.95	$68,751.58
9/1/28-5/31/29	$18.94	$847,849.10	$70,654.09

*Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease, Tenant's obligation to pay the Base Rent otherwise due for the Expansion Premises (10,819 SF) for the first five (5) months (the "**Abatement Period**") shall be abated. Accordingly, the total amount of Base Rent

abated during the Abatement Period shall equal to $78,708.22 (the "**Abated Base Rent**"). If Landlord elects to terminate the Lease or Tenant's right to possession of the Premises due to a default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default, shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to the Lease or at law or in equity.

Additional Rent. Tenant shall continue to pay, in accordance with the Lease, Tenant's proportionate share of Total Operating Costs for each year on a net basis, and without regard to any base year. As of the EPCD, Tenant's proportionate share of Total Operating Costs (or Pro Rata Share as defined in the Lease) shall be 100% (i.e., the entire Building). The Total Operating Costs for 2024/2025 are *estimated* to be approximately $7.56 per square foot.

Florida State Sales Tax. Tenant shall continue pay all applicable Florida State Sales Taxes concurrently with each installment of Base Rent for the Premises.

Early Access. Tenant shall be permitted access to the Premises no less than fifteen (15) days prior to the EPCD in order to install Tenant's furniture, fixtures, data/phone and cabling systems. Tenant's early access to the Premises shall be subject to all of the provisions of the Lease (other than the obligation to pay Base Rent). Early access to the Premises shall not advance the expiration date of the Lease. Tenant shall not be required to pay Base Rent or any other charges specified in this Lease during the early access period.

Tenant Improvements. All improvements described in this Amendment to be constructed in and upon the Premises are described in the Work Letter attached hereto as Exhibit A (the "**Work Letter**"). Other than with respect to Landlord's Work (as defined in the Work Letter), Tenant accepts the Premises in its "as-is" condition and Landlord shall have no obligation to perform any work at the Premises.

Signage. Tenant shall have the right to utilize the remainder of the Building monument signage, subject to the provisions of the Lease related to signage.

Brokers. Landlord and Tenant each represent and warrant to the other that the only broker they have dealt with in connection with this Amendment is Avison Young whose commission and fee shall be paid by Landlord pursuant to separate written agreements. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

Miscellaneous. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

Counterparts. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Fourth Amendment to Lease as of the day and year first above written.

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a Delaware limited liability company

By: /s/ Steve C. Heetland
Steven C. Heetland, Manager

TENANT:

LENSAR, INC. a Delaware corporation

By: /s/ Thomas R. Staab, II
Name:Thomas R. Staab, II
Title:CFO

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (this "**Amendment**") is entered into as of September 29, 2025 (the "**Effective Date**"), by and between **CHALLENGER-DISCOVERY, LLC**, a Delaware limited liability company ("**Landlord**"), and **LENSAR, INC.**, a Delaware corporation ("**Tenant"**).

R E C I T A L S:

A. Landlord and Tenant entered into that certain Industrial Real Estate Lease dated July 30, 2010, as amended (the "**Lease**"), pursuant to which Tenant leases from Landlord that certain premises known as Suites 100, 200, and 270 consisting of approximately 44,765 square feet of rentable area (the "**Premises**") in the building located at 2800 Discovery Drive, Orlando, Florida (the "**Building**").

B. Subject to the terms hereof, Landlord and Tenant have agreed to extend and amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

1. **Extension of the Term of the Lease**. The term of the Lease is hereby reset for a period commencing on September 1, 2025 ("**EPCD**") and expiring on May 31, 2029 (the "**New Term**"). All of the terms and provisions of the Lease shall continue to apply with respect to the New Term, except as specifically modified herein. Tenant acknowledges that as of the EPCD, the New Term shall apply to the entire Premises.

2. **Base Rent**. Tenant shall pay to Landlord Base Rent in the manner and at the times set forth in Article 4 of the Lease and in an amount hereinafter provided, without demand, deduction or setoff, except as expressly provided in the Lease. Base Rent for the entire Premises (44,765 SF) shall be as follows:

Period	RSF	Annual Base Rent	Monthly Payment
*9/1/25-2/28/26	$17.46	$592,697.16 (33,946 SF)	$49,391.43 (33,946 SF)
3/1/26-8/31/26	$17.46	$781,596.90	$65,133.08
9/1/26-8/31/27	$17.94	$803,084.10	$66,923.68
9/1/27-8/31/28	$18.43	$825,018.95	$68,751.58
9/1/28-5/31/29	$18.94	$847,849.10	$70,654.09

*Notwithstanding anything to the contrary contained herein, so long as Tenant is not in default under the Lease, Tenant's obligation to pay the Base Rent otherwise due for the Expansion Premises (10,819 SF) for the first six (6) months (the "**Abatement Period**") shall be abated. Accordingly, the total amount of Base Rent abated during the Abatement Period shall equal to $94,449.87 (the "**Abated Base Rent**"). If Landlord elects to terminate the Lease or Tenant's right to possession of the Premises due to a default by Tenant not cured during any applicable grace or curative period, then (i) the portion of the Abated Base Rent unamortized as of the date of such default, shall immediately become due and payable; and (ii) Tenant shall not be entitled to any further abatement of Base Rent pursuant to this paragraph. The payment by Tenant of the Abated Base Rent in the event of a default shall not limit or affect any of Landlord's other rights or remedies, in the event of a default by Tenant, pursuant to the Lease or at law or in equity. The parties also acknowledge and agree that Tenant did not pay its Pro Rata Share of Total Operating Costs for Suite 270 for September 2025, and Tenant is responsible, pursuant to the terms of the Lease, to pay such expenses commencing October 2025 for the entire Premises.

3. **Brokers**. Landlord and Tenant each represent and warrant to the other that the only broker they

have dealt with in connection with this Amendment is Avison Young whose commission and fee shall be paid by Landlord pursuant to separate written agreements. Landlord and Tenant each agree to defend, indemnify and hold the other harmless from and against all claims by any other broker for fees, commissions or other compensation to the extent such broker alleges to have been retained by the indemnifying party in connection with the execution of this Amendment. The provisions of this paragraph shall survive the expiration or sooner termination of the Lease.

4. **Miscellaneous**. Except as modified herein, the Lease and all of the terms and provisions thereof shall remain unmodified and in full force and effect as originally written. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. All terms used herein but not defined herein which are defined in the Lease shall have the same meaning for purposes hereof as they do for purposes of the Lease. The Recitals set forth above in this Amendment are hereby incorporated by this reference. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective beneficiaries, successors and assigns.

5. **Counterparts.** This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, which counterparts taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment to Lease as of the day and year first above written.

LANDLORD:

CHALLENGER-DISCOVERY, LLC, a Delaware limited liability company

By: /s/ Steven C. Heetland
Steven C. Heetland, Manager

TENANT:

LENSAR, INC., a Delaware corporation

By: /s/ Thomas R. Staab, II
Name: Thomas R. Staab, II
Title: CFO

Exhibit 31.1

CERTIFICATION

I, Nicholas T. Curtis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of LENSAR, 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

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

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

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

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

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

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

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

Date: November 6, 2025

By: /s/ Nicholas T. Curtis

Nicholas T. Curtis
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Thomas R. Staab, II, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of LENSAR, 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(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

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

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

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

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

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

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

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

Date: November 6, 2025

By: /s/ Thomas R. Staab, II

Thomas R. Staab, II
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of LENSAR, Inc. (the "Company") for the quarterly period ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Date: November 6, 2025

By: /s/ Nicholas T. Curtis

Nicholas T. Curtis
Chief Executive Officer
(Principal Executive Officer)

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Exhibit 32.2

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

In connection with the Quarterly Report on Form 10-Q of LENSAR, Inc. (the "Company") for the quarterly period ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Date: November 6, 2025

By: /s/ Thomas R. Staab, II

Thomas R. Staab, II
Chief Financial Officer
(Principal Financial Officer)

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.