

Service Provider Terms

Capitalized terms used but not defined in these Service Provider Terms (“**Terms**”) shall have the meanings set forth in the Nanopore Product Terms and Conditions (the “**Agreement**”).

“**Academic Collaborator**” means a researcher working at a non-commercial research entity working together with other non-commercial research entities under a single grant that sequences on behalf of the other grant recipients for purposes of the same project for which such grant was awarded.

1. **General.** Customer may use GridION’s and/or PromethIONs in its custody or control to provide Third-Party Services so long as and on the condition that (i) such Third Party Services are for the purposes of the applicable third parties’ Specific Use; (ii) such Third-Party Services are not provided to any Competitors; (iii) Customer complies with the Agreement and these Terms; (iv) Customer provides Third-Party Services only after entering into an agreement with each such third party, such as Attachment 1, including (A) limitations and restrictions on the use of Goods, Software and Biological and/or Instrument Data obtained thereby which are substantially identical to those contained in the Agreement, (B) confidentiality obligations no less favourable to Oxford than those contained in the Agreement, (C) to the extent permitted by applicable law, a covenant making Oxford an express third party beneficiary of such agreement; (D) a covenant requiring such third party to register with Oxford at <https://nanoporetech.com/community>, or following instructions provided in the Order; (E) provision by Customer to such third parties, of documents and/or information, as provided by Oxford, explaining that (x) Customer provides the Third-Party Services using the Goods and Software and (y) additional applications and analyses of the Biological Data collected using the Goods and Software are available on the Metrichor interface and/or the Metrichor’s cloud-based environment, or as otherwise specified by Oxford; and (F) confirmation by such third party that they have agreed in writing to Oxford’s End Customer Terms and Conditions, attached hereto as Attachment 1, where (B), (C) and (F) of this subsection (iv) are not required in the event that the Customer supplies the third party solely with Biological Data. In the event the Customer opts to complete the certification process offered by Oxford to those Customers wishing to provide certified services to third parties (“Certified Service Providers”) and pays the associated Fees (as further defined below), Certified Service Providers may make available to the third party either (i) Biological Data within the first forty-eight (48) hours after such Biological Data is first written to disk, provided that the Certified Service Provider does not use any third party commercial software that is not Approved and does not use any third party commercial services that are not Approved to process the Instrument Data from which the Biological Data is derived; or (ii) Data at any time, provided the Certified Service Provider uses Oxford Group’s Software, or Metrichor’s services, Metrichor’s cloud-based environment and/or the Metrichor interface. No commercial use of Customer’s Nanopore Chemistries or Nanopore Extensions shall be permitted unless specifically agreed to in writing by Oxford.

Fees. Certified Service Provider shall pay Oxford the Fee prior to commencement of the certification process and shall pay to Oxford an annual renewal fee.

2. **Representations and Warranties to Third Parties.** Oxford makes no representations or warranties to any third party with respect to the Goods or Software. Customer shall not make any representations or warranties to third parties to whom it provides Third-Party Services with respect to the Goods or Software beyond those made by Oxford to the Customer under the Agreement.
3. **Indemnification of Third Parties.** Third parties obtain no rights to indemnification by Oxford. Customer is solely responsible to indemnify third parties to whom it provides Third-Party Services in connection with or arising out of Customer’s use of the Goods and Software or the Third-Party Services provided by Customer using the Goods and Software. Customer shall defend, indemnify and hold harmless Oxford, its Affiliates and their officers and employees from and against damages, liabilities, costs and attorneys’ fees incurred by Oxford in connection with or as a result of Customer’s

use of the Goods and Software and/or provisions of Third-Party Services to third parties using Goods and Software, including, without limitation, any claim by a hospital, a patient of a hospital or a regulator related to Customer's use of the Goods or Software.

4. **Compliance.** Customer represents and warrants that Customer will at any and all times ensure that the way in which and the purposes for which it uses the Goods or Software and markets its Third-Party Services comply with all applicable laws, regulations and government policies and all use restrictions and obligations set forth in the Agreement. Customer is responsible for obtaining any necessary approvals, licenses and permissions that may be required for such use, operation, and marketing.

Attachment 1

End Customer Terms and Conditions

These End Customer Terms and Conditions (“**End Customer Terms**”) govern use of the Oxford Goods and services made available to you (“**End Customer**”) by Customer. Capitalized terms used but not defined in this Exhibit shall be as described on the Oxford Website, if applicable, or have the meanings set forth in Section 6.

1. **Ownership of Intellectual Property by Oxford.** The Oxford Group or its licensors, as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Oxford Proprietary Information and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights. Except where prohibited under applicable law, End Customer agrees not to contest Oxford’s ownership or rights in any copyright or other applicable Intellectual Property Right in the Goods or Software.
2. **Grant of License to Data.** End Customer shall not make available to any third party Biological Data or Instrument Data, or use any third party commercial software (unless Approved by Oxford) to process Biological Data or Instrument Data within the first forty eight (48) hours after receipt of such Biological or Instrument Data from the Customer, unless End Customer uses Oxford Group’s Software, or Metrichor’s services, Metrichor’s cloud-based environment and/or Metrichor interface. End Customer’s access to, download of and/or use of the Software, Metrichor Cloud-based Environment or Metrichor interface may require that Instrument Data and Biological Data be transmitted, processed, or stored offline, outside of the Software, Metrichor’s cloud-based environment or Metrichor interface or outside of End Customer’s state or country solely as required to provide to End Customer or improve the Goods, the Software or services or manage Oxford’s business. Subject to the terms and conditions herein, End Customer will retain and acquire rights in (without any assignment from Oxford) the Biological Data resulting from End Customer’s use of the Software or Metrichor’s services. If End Customer receives any Oxford Proprietary Information, then End Customer shall grant and hereby grants the Oxford Group a worldwide, irrevocable, non-exclusive and fully paid-up license to all Rights to any Feedback.
3. **Limitations.** EXCEPT FOR ANY WARRANTY, CONDITION OR GUARANTEE THAT CANNOT BE EXCLUDED BY LAW, ALL WARRANTIES IMPLIED OR OTHERWISE NOT STATED HEREIN ARE EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OXFORD GROUP DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY KIND WITH RESPECT TO THE GOODS OR THE SOFTWARE (EXCEPT WITH RESPECT TO THE SOFTWARE’S COMPLIANCE WITH THE RESPECTIVE DOCUMENTATION), INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE (EXCEPT WITH RESPECT TO THE SOFTWARE’S COMPLIANCE WITH THE RESPECTIVE DOCUMENTATION) (INCLUDING ANY PURPOSE RELATING TO AN END CUSTOMER’S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS). WITHOUT LIMITATION OF THE FOREGOING, OXFORD EXPRESSLY DOES NOT WARRANT THAT THE GOODS OR THE SOFTWARE WILL MEET END CUSTOMER’S REQUIREMENTS OR THAT OPERATION OF THE GOODS OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. END CUSTOMER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM END CUSTOMER’S USE OF THE GOODS AND THE SOFTWARE. End Customer acknowledges that End Customer has not relied on any statement, promise, representation, assurance, or warranty made or given by any member of the Oxford Group or its agents which is not set out in these End Customer Terms.

4. **Limited Liability.** End Customer has no rights to indemnification by Oxford under these End Customer Terms or End Customer's relationship with Customer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OXFORD GROUP WILL NOT BE LIABLE TO END CUSTOMER, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, FOR ANY LOSS OF PROFIT OR SAVINGS OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND HOWSOEVER ARISING (WHETHER IN TORT (INCLUDING FROM OXFORD'S NEGLIGENCE), IN CONTRACT, UNDER STATUTE OR OTHERWISE).

5. **Third-party Beneficiary; Amendment.** End Customer agrees that Oxford is an express third-party beneficiary to these End Customer Terms and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. These End Customer Terms may not be amended, modified, or waived without Oxford's prior written consent.

6. **Definitions:**

"Biological Data" means any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analysed using the Goods and the Software. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

"Consumables" means a Wash Kit, Sequencing Kit and other chemicals and materials available from Oxford and used to run samples in the quantity appropriate for End Customer's use, which standard quantity is stated on Oxford's website, and of a type and mix suited to End Customer's use, which type, and mix is requested in the Order. Consumables include, without limitation, enzymes and adaptors that enable sample preparation methods, molecular tethers that enable improved analyte to nanopore binding through interactions with the membranes, enzymes that allow for controlled transport of analytes through nanopores, buffered solutions for improved ionic conductance and solutions for washing the Flow Cells between samples.

"Device" means the MinION, the GridION, the PromethION, the Flongle, the VolTRAX, the MinION Mk1B, MinION Mk1C, or any combination thereof, or new device available from Oxford, to the extent purchased or leased from Oxford pursuant to an Order. Each Device is defined on the Oxford Website and such Device's Documentation.

"Documentation" means Oxford's user manuals, package inserts and similar documentation for the Goods and the Software in effect on the day the Goods ship, which may contain additional terms and conditions, whether provided with the Goods and Software at the time of shipment or electronically on Oxford's website.

"Feedback" means all suggestions, comments, feedback regarding, modifications or improvements to, enhancements or derivative works of any Oxford Proprietary Information, including any content End Customer may add to Oxford's Resources and Support website at <https://nanoporetech.com/community>.

"Flow Cell" means the flow cell with pre-loaded nanopores, membranes that hold the nanopores and electrochemistry on a chip surface, designed for the applicable Device.

"Force Majeure" means an event beyond a Party's reasonable control, and which could not have been foreseen or which if it could have been foreseen was unavoidable, such as, without limitation, industrial disputes, strikes, failure of energy sources or transport networks, acts of God, war, terrorism, riot, civil commotion, failure of technical facilities, collapse of building structure, malicious damage, breakdown of machinery or default of suppliers or subcontractors.

"Goods" means, together, the Hardware and Consumables.

"Hardware" means Devices and Flow Cells.

“Instrument Data” means any data generated by or through use of a Device, including, without limitation, instrument run reports, run parameters, run operating conditions, and any data generated by or available through use of Software that is not Biological Data.

“Intellectual Property Rights” means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Oxford” means with respect to any Order, the member of the Oxford Group that is a counterparty to such Order.

“Oxford Confidential Information” means any information disclosed by any member of the Oxford Group that is disclosed in a manner such that End Customer should reasonably understand such information to be confidential. Oxford Confidential Information shall, regardless of marking, include but shall not be limited to, Oxford Proprietary Information, the Consumables, pricing unavailable on Oxford Website, user interface specifications, equipment, Software, Instrument Data, Oxford Group research, development, trade secrets, software design, data collection, inventions, source code, APIs (application programming interfaces), software specifications, software routines, screen displays, data entry formats, data base structures, data base formats, flow charts, printouts and prompting sequences embodied in any software; provided, however, Oxford Confidential Information shall not include (a) any information already in the public domain (other than as a result of a violation of any duty of confidentiality) at the time of disclosure by Oxford; (b) Biological Data; (c) information already known to End Customer at the time of disclosure (other than as a result of a violation of any duty of confidentiality); or (e) information disclosed to End Customer in good faith by a third party who has an independent right to such information (other than as a result of a violation of any duty of confidentiality).

“Oxford Group” means Oxford Nanopore Technologies plc, and any of its affiliates.

“Oxford Proprietary Information” shall mean (a) the Hardware, Software, the Metrichor interface and Instrument Data; and (b) all other materials owned or licensed by any member of the Oxford Group, including, the design and processes used to manufacture the Goods or the Software and any Intellectual Property Rights therein or appurtenant thereto as well as any improvement, modification or enhancement thereto made by or on behalf of the Oxford Group.

“Oxford Website” means <http://www.nanoporetech.com>.

“Sequencing Kit” means kits for preparation of End Customer’s samples.

“Software” means Oxford’s MinKNOW Software, Epi2me Agent Software, Epi2me Software, Base Caller Software, and other Device software, as applicable and as defined its Documentation, whether pre-loaded on and/or embedded in the Hardware or provided separately, including related Documentation.

“Wash Kit” means the wash or flushing solution.