

This Support Plan ("Support Plan") is a contract between you ("Customer") and Oxford pursuant to which Oxford shall provide the Support Plan features applicable to the Support Plan tier purchased by Customer, as further detailed on Oxford Website. It shall be interpreted and read in conjunction with the nanopore product terms and conditions ("Nanopore Product Terms and Conditions"), and in case of any inconsistency, the terms of the Support Plan shall prevail. Unless defined herein, capitalized terms shall have the meanings set forth in the Nanopore Product Terms and Conditions. Please read this Support Plan carefully.

## **1. Commencement**

The original Support Plan starts 1 month after the Device is shipped. Customers are expected to purchase additional one-year Support Plans on the Oxford Website for any Device in its custody or control. Any such renewed Support Plan shall start the day after the expiry of the previous Support Plan.

## **2. Technical support**

### **2.1 Software support**

Oxford shall provide the following support for Software: (i) if errors arise which cause Software to malfunction, Oxford will undertake commercially reasonable efforts to fix the errors; (ii) Customer shall be given access to support information and reference materials in a password-protected section of Oxford's website so long as Customer has registered an account with Oxford and maintains and safeguards associated login details; (iii) Oxford will release patches or new releases of the Software to the Customer. The Customer will be required to install them as soon as reasonably possible and otherwise within ninety (90) days after release. Software releases may, in the future, be subject to access codes or other controls. Oxford may, at its discretion, also provide additional support for a mutually agreed fee.

### **2.2 Goods Support**

Oxford shall provide the following support for Goods as further described in the Documentation during the term of the Support Plan: (i) Access to technical support through various channels including, where applicable under the selected Support Plan, phone, email and LiveChat and Oxford will use commercially reasonable efforts to respond within the average response time identified in the selected Support Plan; (ii) Access to training including reasonable remote assistance with installation and configuration, to the extent applicable in the region; (iii) one preventative maintenance per year where applicable under the selected Support Plan; (iv) Subject to Section 3 below, and at its sole option, Oxford will repair or replace non-conforming Devices subject to any planned Device sunsetting for which Oxford has provided at least twelve (12) months' prior notice; (v) Subject to Section 3 below, Oxford will replace Consumables or Flow Cells that do not perform in accordance with the then-current Specifications; (vi) Access to frequently asked questions, support forums and Documentation in a password-protected section of Oxford's Website.

### **2.3 Loafer Device**

If offered under the selected Support Plan, Oxford may, in its sole discretion, choose to provide Customer with a loaner Device whilst service is being provided on the covered Device. Any costs associated with the shipment of such loaner Device will be covered by Oxford except for any taxes or duties which are the sole responsibility of Customer. Such loaner Device will at all times remain the property of Oxford and Customer shall return it within ten days of Oxford's request in good condition (ordinary wear and tear excepted). Oxford reserves the right to recover from Customer the then current purchase price for any Device not returned. Any loaner Device provided shall be subject to the Nanopore Product Terms and Conditions.

### **2.4 Replacement parts**

Where applicable under the selected Support Plan, Oxford may provide replacement parts on an exchange basis so that Oxford will immediately become the owner of the removed parts. Oxford warrants that any replacement part will conform to the Specifications for three months from the date of installation of such replacement part. Any and all replaced part will be subject to the terms of this Support Plan and Nanopore Product Terms and Conditions.

To the maximum extent permitted by law, these are the Customer's sole remedies and Oxford's sole warranty obligations.

## **3. Exclusion**

Oxford commitment under the Support Plan does not apply in the following particular circumstances: (a) abuse, misuse, neglect, negligence, accident, improper storage or use contrary to the Documentation, Specifications or the Nanopore Product Terms and Conditions; (b) improper handling, installation, maintenance or repair; (c) unauthorized alterations; (d) Force Majeure events; (e) use with third party goods not provided by Oxford; or (f) devices are run offline or when Oxford does not have access to necessary telemetry data.

**Oxford makes no warranty or representation and gives no indemnity in respect of products or software of any third party. Oxford makes no warranty or representation regarding accuracy, adequacy, timeliness, completeness, merchantability, fitness for a particular purpose or non-infringement (except with respect to the Software's compliance with the respective Documentation). Oxford makes no warranty regarding security of data or of the Customer's communications, and assumes no liability for delay, failure, interruption or corruption of data or information.**

## **4. Payment and Fees**

The fee for the initial one-year term of the Support Plan is included in the price of the Goods and/or Software and/or services shown in the Order or may be itemised separately.

For any renewal or subsequent term, payment is due within 30 days of invoice date.

## **5. Limitation of liability**

To the maximum extent permitted by applicable law, the Oxford Group will not be liable to 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). Oxford's liability under this Support Plan is limited to the fees paid for the applicable Support Plan.

## **6. Termination**

Either Party may terminate the initial one-year term of the Support Plan for the other party's uncured material breach, or any subsequent one-year term, upon thirty (30) days written notice to the other Party, provided, however, that such notice is provided prior to the end of the then-current Support Plan, but all fees are prepaid and non-refundable. Customer shall return or, at Oxford's request, destroy any Oxford Confidential Information in the Customer's possession or control, and all copies thereof.