

These Nanopore product terms and conditions (the “Agreement”) are a contract between you (“Customer”) and Oxford. Please read this Agreement carefully.

1. Defined Terms. Capitalized terms used herein shall have the meanings set forth on Exhibit A.
2. Goods

Devices. Unless otherwise agreed, Devices (but not the Software) made available under an Order are sold. The Software is licensed under and for the term set forth in Section 2. Devices are made available with an initial one-year Support Plan, additional one-year Support Plans may be purchased on the Oxford Website.
- 2.1. Flow Cells. Flow Cells are loaned or leased to Customer for use in conjunction with Oxford Devices and must be returned after use, using the prepaid packaging provided by Oxford, the Flow Cells as soon as reasonably possible and not longer than sixty (60) days) after use, expiration of the Useful Life of the Flow Cells, or termination of this Agreement (whichever is sooner) in good condition (ordinary wear and tear excepted), except that Customer shall not return Contaminated Flow Cells to Oxford, and instead shall provide Oxford proof of legal and appropriate destruction of Contaminated Flow Cells. Oxford reserves the right to recover from Customer the then current price of an individual Flow Cell, or individual pack of Flow Cells if a single Flow Cell is not offered by Oxford, for any Flow Cell not returned (excepting any Contaminated Flow Cells for which proof of legal and appropriate destruction has been provided to Oxford). Customer shall keep the Flow Cell in Customer’s possession at the Delivery Location until Customer returns the Flow Cell to Oxford or destroys the Flow Cell in accordance with Oxford’s instructions. Customer shall not sell, distribute, or transfer the Flow Cell to any third party.
- 2.2. Useful Life. Flow Cells are Approved for multiple experiments (following directions provided in the Documentation) during their respective useful life as stated on the Oxford Website or as otherwise stated on the Order (“Useful Life”). Consumables are Approved for the number of experiments provided in the Documentation during their respective Useful Life. Customer agrees that the Goods will not be handled other than by qualified and trained Persons.
- 2.3. Safeguarding Goods. Customer shall: (a) maintain the Goods in good condition and in a safe location, under environmental conditions as specified in the Documentation and (b) give Oxford such information about the Goods or Software, including information regarding location, condition and maintenance of the Goods and Customer’s compliance with this Agreement, as Oxford may request from time to time.
- 2.4. Development of Components and Applications by Customer. The Flow Cells will be delivered with pre-loaded nanopores, membranes (that hold the nanopores) and electrochemistry on top of a modified chip surface. None of these components either individually or collectively are allowed to be modified, derivatised, replaced or removed. The Sequencing Kits will include other components: 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, solutions for washing the Flow Cells between samples and other components as provided by Oxford from time to time. Devices require use of Software that enables control of the Device and/or data. Customer may not analyse, modify, or reverse engineer these components, but may develop and use alternative versions (“Nanopore Chemistries”). In addition, Customer is encouraged to develop and use: (a) new application protocols, (b) sample preparation methods, (c) data analysis tools, such as, software written to APIs (application programming interfaces) published by Oxford (but not the Software itself) and/or (d) new uses of the Goods or Software (“Nanopore Extensions”). Customer’s right to create, distribute and use Nanopore Extensions and Nanopore Chemistries is conditioned on Customer’s compliance with the Nanopore Extension Requirements.
3. Orders; Delivery; & Inspection

Delivery. Oxford will aim to deliver the Goods to the carrier by the delivery date(s) specified in the Order; provided, however, that Oxford reserves the right to, in its sole discretion, revise delivery date(s). The carrier will deliver the Goods to the location set out in the Order (the “Delivery Location”). The Goods are deemed delivered in accordance with the Delivered at Place (DAP) Incoterms 2020. From the time of such delivery, Customer is responsible for the risk of loss of or damage to the Goods. For Devices orders and for Consumables purchases, title to Goods, pass to Customer when such Goods are deemed delivered in accordance with DAP Incoterms 2020.

Inspection. Customer shall make prompt inspection of the Goods to confirm that they have arrived without damage, defect, or shortage. Customer may return the Goods or a portion thereof if damaged or defective on delivery and may seek correction of any shortage or mistake in composition of the Goods, by contacting Oxford’s Customer Solutions group using contact details as stated on the Order within two (2) business days after the day on which the Goods were delivered to the Delivery Location (“Review Period”). If Customer does not contact Oxford within the Review Period, Oxford will deem the Goods accepted by Customer, subject to Section 3.1 (“Quality Control”).
- 3.1. Quality Control. In addition to Section 0, Customer shall, immediately prior to using any Flow Cell and in any event within the Warranty Period for the Flow Cell, run a quality control check on the Flow Cell in accordance with the Specifications. Customer may make a claim under the Warranty provided in Sections 7.1 and 7.2 for any Flow Cell that does not pass such quality control check provided that (i) the applicable Device is connected to the internet at the time the quality control is performed such that instrument and run report data is available to Oxford; and (ii) Customer informs Oxford’s Customer Solutions group of such failure within two (2) business days of the date of completion of such quality control check. If Customer does not contact Oxford within two (2) business day period, Oxford will deem the Goods accepted by Customer.
- 3.2. Pre-printed Terms. Any terms proposed in Customer’s acceptance of a quotation or an Order that add to, vary from, or conflict with the terms herein or in the quotation are hereby rejected. Any such proposed terms shall be void and the terms herein and in the email confirming acceptance of the Order shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties with respect to the applicable Order. If any terms of this Agreement conflict with the Order, the terms of the Order shall control solely with respect to such purchase.
- 3.3. Fees; Shipping Costs; Taxes

3.3.1. Fees. The price of the Goods and/or Software and/or services (the “Fee”) is as shown in the Order.

3.3.2. Shipping Costs; Taxes; Insurance. Customer will be responsible for any taxes (including value added tax), duties, levies, or other government fees; standard packaging, delivery and handling charges or shipping insurance charges unless agreed to elsewhere in these terms or if stated in the Order. If any such charges apply, Oxford will add them to Customer’s Invoice. If Customer is a tax-exempt Person, Customer shall provide to Oxford proof of such status when setting up their account with Oxford and in any event, no later than upon placement of an Order, failing which, Oxford shall be entitled to invoice Customer for the relevant taxes.
- 3.4. Payment Terms. Customer agrees to pay to Oxford the Fee, any applicable bank fees associated with funds transmittal and other charges under the Order in full according to the payment terms set forth in the Order, or, if payment terms are not specified therein, within thirty (30) days of receipt of the Invoice. Except as otherwise provided in an Order, all fees regardless of multipart deliveries must be paid within nine (9) months

of the Order date and any Goods ordered but not requested to be delivered within nine (9) months of the Order date are forfeited, unless Oxford caused the delay.

- 3.5. Insolvency. To the extent permissible under applicable law, if Customer becomes insolvent or Oxford reasonably believes that Customer is about to become insolvent and Oxford notifies Customer accordingly, then, without limiting any other right or remedy available to Oxford, Oxford may cancel or suspend any deliveries under the Agreement without incurring any liability, and any outstanding amounts in respect of the Goods delivered to Customer will become immediately due.

- 3.6. Right to Use Contact Information. Customer grants Oxford Group the right to retain and use any and all personal information included in the Order(s) for purposes of providing Customer notice regarding an Order, shipping and logistics relating to the Order, providing support, facilitating completion of additional orders, and making Customer aware of new products and services available from Oxford Group. Customer information will not be passed to third party companies for the purpose of marketing third party products or services without Customer's prior consent.

4. License Grant and Obligations

4.1. Instrument Data.

- 4.1.1. Grant of License to Data. Oxford hereby grants, under Oxford Group's Intellectual Property Rights, to Customer, a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access, use, process Instrument Data to analyse biological samples to generate Biological Data using the Software and any services provided via the EPI2ME cloud-based environment in connection with the use of Goods and Software solely for the Specific Use (the "Data Licence"). Customer agrees to only use EPI2ME or any third-party software approved by Oxford to make available any Biological Data to its clients whilst the Device is analysing such clients' sample(s). Customer shall not and shall not permit any third-party commercial entity or any third party commercial software to, disclose or transmit Instrument Data, or attempt to do any of the foregoing. 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. Customer's access to, download of, and/or use of the Goods, Software, EPI2ME's cloud-based environment or EPI2ME's interface may require that Instrument Data and Biological Data be transmitted, processed, or stored offline, outside of the Software, EPI2ME's cloud-based environment or EPI2ME's interface or outside of Customer's state or country solely as required to provide to Customer or improve the Goods, the Software or services or manage Oxford's business.

- 4.1.2. Pseudonymized Health Data. Notwithstanding Section 3.6, Customer shall not upload, transmit, store or modify data that contains the information of any Person, including without limitation, data consisting of human genomic information, whether or not Instrument Data, unless Customer has pseudonymized such data and obtained informed prior written consent of the subject and does not make available to Oxford information that permits such Pseudonymized Data to be re-identified. Except with respect to contact information of Customer and its relevant personnel, Customer shall not make available to Oxford personal data, protected health information or personal information as defined by applicable law.

Software license. Unless otherwise specified at the time the Software is made available, Oxford hereby grants, to Customer a license under Oxford Group's patents and copyrights (other than Application Specific IP) to use the Software solely for the Specific Use for so long as Customer complies with the terms and conditions set forth in this Agreement (the "License"). The License shall be a non-exclusive, non-transferable, limited, personal, revocable license, without the right to sublicense, it includes the right to use, in object code form (a) the Software configured to operate with the Customer's Flow Cells and/or Customer's Devices, and (b) the Oxford Group's Epi2me Labs Software. The Epi2me Labs Software, when initially registered, shall be linked to one validated Customer email address (from which multiple agents and/or laptops may access the EPI2ME interface and EPI2ME's cloud-based environment). Oxford may terminate the License in the following circumstances: (i) Customer breaches the Agreement, (ii) Customer is no longer permitted to be an end user pursuant to applicable laws, or (iii) Oxford sunsets the Software and/or offers and upgrade. Except as otherwise specified in an Order, Customer may not install more than one instance of the Software per laptop, personal computer, workstation, or other suitable computing system owned by Customer. The Software and the Devices may only be used in accordance with the Oxford Group's usage instructions as stated in the Documentation or in the Order. Use of the Devices may involve use of certain third-party software which is subject to the terms of the applicable license(s). Information and third-party license terms with respect to specific Devices and Software are available on the Oxford Website or available in the software splash page. The Oxford Group retains the right to license any new releases or new software for a fee or other consideration.

- 4.2. Acknowledgement. The Goods and Software are intended for the Specific Use only. Customer acknowledges and agrees that (a) the Goods and Software have not been approved, cleared or licensed by the United States Food and Drug Administration or other regulatory entity, whether foreign or domestic, for any specific intended use; (b) the Goods and Software are not for use in diagnostic, therapeutic or clinical procedures where validation or registration of the Goods and Software with regulatory authorities is required; (c) the Goods and Software should be used in strict accordance with applicable instructions and Documentation and (d) Customer must ensure it has any regulatory approvals necessary for Customer's intended use of the Goods and Software. Customer further agrees to comply with all applicable Laws when using, maintaining, and disposing of the Goods and Software.

5. Ownership; Confidential Information

- 5.1. 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 and reserves all rights not expressly granted herein. Except where prohibited under applicable law, Customer agrees not to contest the Oxford Group's ownership or rights in any copyright or other applicable Intellectual Property Right in the Goods or Software.

- 5.2. Ownership of Intellectual Property by Customer. Customer will retain and acquire rights in (without any assignment from Oxford) the Biological Data resulting from Customer's use of the Goods and Software.

5.3. Confidential and Proprietary Information.

- 5.3.1. Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential Oxford Confidential Information Customer receives from any member of the Oxford Group. Customer agrees not to use Oxford Confidential Information other than for the purposes contemplated by this Agreement. Customer shall permit only authorized users who possess rightfully obtained License(s) and/or access keys to use the Software.

- 5.3.2. Customer will use its best efforts to cooperate with and assist Oxford in identifying and preventing any unauthorized use, copying, or disclosure of the Goods or Software. Customer shall secure and protect all printed materials, manuals, software programs, disks, copies, and other media,

if any, that embody, contain, or describe any Oxford Confidential Information in a manner consistent with the protection of Oxford's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. Customer further agrees that it shall be strictly liable for all damages to the Oxford Group that result from any disclosure of any Oxford Confidential Information to any third party. If Customer is a government entity subject to legal requirements regarding public disclosure, Customer will not be in breach of this Agreement as a result of its compliance with such laws; provided, to the extent permitted by applicable law, that: (a) Customer promptly informs Oxford of a request to disclose any Oxford Confidential Information or making a determination that disclosure of any of the same is required under applicable law; and (b) Customer identifies, and discloses to Oxford, the requesting party, the information to be disclosed and the specific binding legal authority requiring such disclosure with sufficient time for Oxford to interpose an objection to such disclosure or take such other action as Oxford deems necessary to protect the Oxford Confidential Information. The Software, components of the Flow Cells, Specifications, Documentation and Instrument Data are treated by Oxford as trade secrets.

- 5.4. Restricted Rights Notice. The Goods and Software made available under this Agreement incorporate commercial computer software programs developed exclusively at private expense. Use, duplication, and disclosure by any government shall be in accordance with, and subject to these terms and conditions that are customarily provided to the public. If Customer is a government entity and/or Customer's use is funded by the government, Customer is hereby on notice that any data provided by Oxford pursuant to this Agreement is developed exclusively at private expense and are trade secrets, confidential and privileged, or are commercial or financial data and are confidential or privileged. To the extent required under applicable law, this data may be reproduced and used by the government with the express limitation that it will not, without written permission of Oxford, be used for purposes of manufacture nor disclosed outside the government and that the applicable rights legends shall be marked on any reproduction of any technical data, whether reproduction is in whole or in part. Oxford reserves all rights and licenses not expressly granted under this Agreement, including, without limitation, all rights in trademarks and associated goodwill.

6. Term; Termination

- 6.1. Term. This Agreement shall continue in effect until terminated as provided herein. Unless otherwise expressly agreed, this Agreement shall govern purchase and sale or lease of Goods, Services and licenses to Software.

Termination. Either Party may terminate this Agreement upon prior written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving notice of such breach; provided, however, that Oxford shall have the right to terminate this Agreement immediately and without notice upon (a) Customer's breach of the provisions of Section 2 of this Agreement, or (b) Customer's infringement or filing of an action or commencing a proceeding contesting Oxford Group's ownership of or the validity or novelty of any Oxford Group patent. Any breach by Customer of any agreement between Oxford and Customer may, at Oxford's discretion, be deemed a breach of this Agreement and/or any of the Agreements between the parties.

- 6.2. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.2 the rights and licenses granted to Customer under this Agreement, including any right to use Devices, shall immediately terminate and all fees payable under any previously agreed Order shall immediately become due and payable. If requested by Oxford upon the expiration or termination of the Licence, or this Agreement pursuant to Section 0, Customer shall immediately cease using and return the Goods, uninstall, if applicable, the Software, and return, or, at Oxford's request, destroy, all tangible embodiments of the Goods or Software and any other Oxford Confidential Information in Customer's possession or control, together with all related materials, copies or derivative versions thereof in any form. The expiration or termination of this Agreement shall have no impact on Oxford's rights under Section 4 of this Agreement and shall not limit Customer's obligation to pay for any Goods or services ordered in an Order prior to termination. Orders are not cancellable.

7. Limited Warranties. All warranties are personal to Customer and may not be transferred or assigned to a third party, including an Affiliate of Customer, and do not cover any third party to which Customer provides services using the Goods and Software in accordance with this Agreement. All warranties are specific to the Delivery Location and do not transfer if the Goods are moved from the Delivery Location.

- 7.1. Warranty. Oxford warrants to Customer, during the applicable Warranty Period: Devices and Flow Cells will perform according to Specifications in all material respects. The foregoing warranty does not apply to the extent non-conformance is due to (a) abuse, misuse, neglect, negligence, accident, improper storage or use contrary to the Documentation, Specifications (including the IT requirements as provided on <https://store.nanoporetech.com>) or this Agreement, including, without limitation, provisions regarding Useful Life; (b) improper handling, installation, maintenance or repair (unless performed by Oxford's personnel); (c) unauthorized alterations; (d) Force Majeure events or (e) use with a third party's good not provided by Oxford. Device and Flow Cell warranties are conditioned on Oxford's access to real-time telemetry data or in the case of Devices, provision of telemetry data to Oxford per Oxford instructions in the event real-time telemetry is not provided by Customer.

- 7.2. Remedy and Procedure for Warranty Coverage. Oxford will, at its sole option, repair a non-conforming Device covered by the warranty in Section 7.1 or replace it with functionally equivalent, reconditioned, or new Device. Oxford will, subject to Customer's compliance with Section 3.1, replace a non-conforming Flow Cell covered by the warranty in Section 7.1. To be eligible for repair or replacement under the warranty, in addition to compliance with Section 3.1, Customer must (a) promptly contact Oxford's Customer Solutions group to report the non-conformance, (b) cooperate with Oxford in confirming or diagnosing the non-conformance, (c) return the non-conforming piece of Hardware to Oxford following Oxford's instructions and at Oxford's expense or, if agreed by Oxford and Customer, grant Oxford's authorized Customer Solution personnel access to the non-conforming Hardware in order to confirm the non-conformance and make repairs and/or arrange replacements. To the maximum extent permitted by applicable law, these are Customer's sole remedies and Oxford's sole warranty obligations.

- 7.3. Consumables. During the term of this Agreement, Oxford will replace any Consumables that do not perform in accordance with Oxford's then-current Specifications for the same; provided that, any nonconformance is not attributable to (a) abuse, misuse, neglect, negligence, accident, improper storage or use contrary to the Documentation, Specifications or this Agreement, including, without limitation, provisions regarding Useful Life; (b) improper handling including use beyond the Useful Life; (c) Force Majeure events or (d) use with a third party's good not provided by Oxford.

- 7.4. Third Party Goods/Software and Warranty. Oxford makes no warranty or representation and gives no indemnity in respect of any third party's products or software, whether or not obtained from the Oxford group. Oxford's supply of any such third party-produced products may be subject to separate terms and conditions of the manufacturer or licensor, which will be specified at the time such product is provided to the Customer pursuant to the applicable Order.

- 7.5. LIMITATIONS. EXCEPT FOR ANY WARRANTY, CONDITION OR GUARANTEE THAT CANNOT BE EXCLUDED BY LAW, ALL WARRANTIES IMPLIED OR OTHERWISE NOT STATED IN THIS SECTION 7 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 A CUSTOMER'S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS). CUSTOMER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM CUSTOMER'S USE OF THE GOODS AND THE SOFTWARE. Customer acknowledges that 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 this Agreement.

8. LIMITED 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). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OXFORD GROUP TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO OXFORD UNDER THE APPLICABLE ORDER OVER THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. HOWEVER, THESE PROVISIONS DO NOT LIMIT OXFORD'S LIABILITY FOR OBLIGATIONS UNDER SECTION 9.1 (SUBJECT TO AN ANNUAL LIMIT OF NOT MORE THAN ONE MILLION U.S. DOLLARS (\$1,000,000.00)). Any action for breach of this Agreement or claim for indemnification must be commenced within one year of delivery of the Goods or Software to the carrier, following which Customer covenants not to bring or permit the making of any claim, action or proceeding in connection with this Agreement or its subject matter.
9. Indemnification
- 9.1. Indemnification by Oxford. Oxford shall defend, indemnify and hold harmless Customer against damages finally awarded in any legal action brought by a third party against the Customer alleging that the Goods or the Software, when used for the Specific Use, in accordance with this Agreement, the Documentation and the Specifications, infringe the Intellectual Property Rights of a third party which are valid and enforceable under the laws of the U.S., U.K. or any Member State of the European Union. Oxford has no obligation to defend, indemnify or hold harmless Customer for any such infringement claim to the extent such infringement arises from: (a) the use of the Goods or the Software in breach of this Agreement, including other than the Specific Use, Specifications or Documentation (b) the use of the Goods or the Software in combination with any products, primers, materials, work flows, reagents, consumables, software, or services not provided by Oxford, (c) Customer's modification of the Goods or the Software or (d) Customer's failure to use of a non-infringing work around made available by Oxford for no additional cost. As a condition to this indemnity, Customer must (i) notify Oxford in writing as soon as Customer becomes aware of any claim, (ii) not admit any liability or take any other action in connection with the claim that could affect a defence, (iii) allow Oxford, at its sole option, to solely control the defence or settlement of the claim and (iv) give Oxford reasonable information, cooperation, and assistance. THIS INDEMNITY IS THE OXFORD GROUP'S ONLY LIABILITY TO CUSTOMER, AND CUSTOMER'S ONLY REMEDY, FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY OR IN CONNECTION WITH ANY OF THE GOODS OR SOFTWARE.
- 9.2. Avoidance of Infringement. If Oxford believes that the Goods, Software or any part thereof have become or may become the subject of an infringement claim, Oxford shall have the right, in its sole discretion, to (a) procure for Customer the right to continue using the Goods or the Software, (b) modify or replace the Goods or the Software with a substantially equivalent non-infringing substitute or (c) require the return of the Goods and terminate the rights, license and any other permissions provided to Customer with respect to the Goods or the Software and refund Customer the depreciated value of the returned Goods or the Software at the time of such return; provided, however, that no refund will be given for used-up or expired Consumables.
- 9.3. Customer Responsibility. Customer agrees to assume full responsibility for compliance with this Agreement and all liabilities, costs, expenses, damages and actual losses suffered or incurred by Customer, its Affiliates, and their employees, officers and directors ("Customer Group") in connection with: (a) any breach by the Customer Group of this Agreement; (b) any failure by the Customer Group to use any materials or services made available hereunder in accordance with Oxford's written instructions; (c) Customer Group's use of any materials made available hereunder except to the extent a loss arises from Oxford's breach of this Agreement; or (d) any introduction by the Customer Group of hazardous substances into or onto any materials made available hereunder.
10. General Provisions
- 10.1. Operations. Use of the Goods requires internet connectivity solely to enable (i) client-initiated, outbound, encrypted in transit (HTTPS) transmission of structured run performance telemetry data and (ii) client-initiated, outbound, encrypted in transit (HTTPS) access to Oxford Group's single sign on system for Hardware and/or run authorization. Customer is solely responsible for obtaining all internet connectivity necessary to use the Goods. Installation of third-party software not Approved, or use of the Goods or the Software other than as Approved, is prohibited, and may interfere with successful sequencing. The Goods and the Software shall not be used (a) by any Person that is, or is affiliated with, a current or potential Competitor; (b) on behalf of or for the benefit of a Competitor; (c) for the development of any other product or service that competes or could compete with the products or services of the Oxford Group (except to the extent applicable laws specifically prohibit such restriction); or (d) for designing or redesigning products intended for commercial use to better compete with the Goods or the Software, or other competitive purposes. Customer acknowledges that the means used by the Oxford Group that are designed to secure software, data and systems related to this Agreement may require that a Device or set of Devices and/or a Flow Cell or set of Flow Cells match a user ID assigned to Customer and/or that such Devices and Flow Cells are matched according to the Order and/or that particular workstations match unique Oxford-issued keys. Customer acknowledges this may limit Customer's ability to share Hardware and that, notwithstanding these measures (and other reasonable administrative, physical, and technical safeguards), Oxford cannot ensure the security of information or other materials made available hereunder in Oxford's custody or control. Customer further acknowledges that use of Goods or Software may be dependent on rights to use software separately licensed on a non-transferable basis. Customer acknowledges and agrees that the Goods and Software shall not be available under this Agreement for any health assessment or to diagnose, treat, mitigate, cure or prevent any disease or condition where required validation or registration of the Goods and/or Software with regulatory authorities has not been obtained.
- 10.2. Export Controls and Sanctions.
- 10.2.1. Customer represents and warrants that Customer is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Belarus, Iran, Sudan, Libya, North Korea, Syria, the Crimea and disputed regions of Ukraine, nor any country to which export or re-export of

Goods or Software is prohibited under Export Controls or Sanctions, and that Customer and relevant Customer personnel are not Sanctions Restricted Persons.

- 10.2.2. Customer further represents and warrants that Customer is not headquartered in and its ultimate parent company is not headquartered in Macau, Afghanistan, Belarus, Burma, Cambodia, Central African Republic, China, Democratic Republic of Congo, Cuba, Cyprus, Eritrea, Haiti, Iran, Iraq, North Korea, Lebanon, Libya, Russia, Somalia, Republic of South Sudan, Sudan, Syria, Venezuela, or Zimbabwe.
- 10.2.3. The Goods, the Software or part thereof may be subject to Export Control or Sanctions and Customer must not, directly or indirectly, sell, export, re-export, transfer, divert or otherwise make available the Goods or Software or associated information or technology to any destination or person or otherwise take any action or omit to take any action, which could expose Oxford to the risk of violating, or negative consequences under, Export Controls or Sanctions.
- 10.2.4. Customer represents and warrants that it will not use the Goods or Software for, and will not allow the Goods or Software to be used for WMD End-Use or Military End-Use.
- 10.2.5. The Goods or Software may only be used in the jurisdiction to which they are delivered and may not be redistributed.
- 10.2.6. Oxford may terminate this Agreement with immediate effect upon written if Oxford considers in its sole discretion that it would be impossible, impracticable or unlawful to perform any obligations or exercise any rights under this Agreement due to Sanctions or Export Controls risks.
- 10.3. Audit. To audit compliance with this Agreement, Customer agrees that upon five (5) days' notice, Oxford shall have the right to inspect and audit Customer's records related to this Agreement. Any such inspection or audit shall be conducted during regular business hours. If such inspections or audits disclose Customer had breached the provisions of this Agreement, then Oxford may terminate this Agreement immediately. Nothing in this clause shall be deemed to limit any legal or equitable remedies available to either party and Oxford is entitled to pursue equitable remedies to the fullest extent permitted under applicable law.
- 10.4. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of the Agreement. All restrictions specified in this Agreement shall apply to the maximum extent permissible under applicable law. If Customer believes it has additional rights or the right to act contrary to the express restrictions specified in the Agreement under mandatory laws (including, without limitation, national laws implementing Directive 2009/24/EC and similar laws), Customer agrees to provide Oxford with at least thirty (30) days prior written notice and any reasonably requested information before exercising such rights, to allow Oxford to offer alternatives at Oxford's sole discretion.
- 10.5. Non-Waiver. A waiver by Oxford of any right or remedy arising under this Agreement or by law is only effective if given in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay to exercise any right or remedy provided under the Agreement or by law will constitute a waiver by that Party of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 10.6. Notice. Any notice under this Agreement must be given in writing, which may include email. Notice by post should be sent to Customer or Oxford's address as specified on the Order, or to the relevant Party's registered office if no such address has been given, or as Customer or Oxford may otherwise direct in writing from time to time. Notice will be deemed received: (i) if delivered personally, on the date of delivery; (ii) if sent by prepaid first-class post or other next working day delivery service, on the second business day after posting; (iii) if delivered by commercial courier, on the date the courier's delivery receipt is signed; or (iv) if sent by fax or email, one business day after transmission.
- 10.7. Governing Law. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with the laws of the State of New York, except for any conflict of laws rules that would give rise to application of the substantive law of another state and except to the extent the Customer is an instrumentality of the U.S. federal government, in which case, this Agreement shall be governed by U.S. federal law to the extent required and applicable, and otherwise by the laws of the State of New York. Customer hereby consents to the exclusive jurisdiction of the state and federal courts located in the State of New York. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply.
- 10.8. Successors and No Third-Party Beneficiaries. A person who is not a party to this Agreement shall have no right to enforce its terms, except for each member of the Oxford Group, who are express third-party beneficiaries of this Agreement. This Agreement is binding upon each Party's respective successors and assigns.
- 10.9. Entire Agreement and Acknowledgement. This Agreement, together with the incorporated terms and conditions, constitutes the complete and exclusive agreement between Customer and Oxford with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein with respect to the subject matter hereof. To the extent permitted under applicable law, the terms of this Agreement apply to the exclusion of any other terms that Customer may seek to impose or incorporate, including any terms specified on the Order, Customer purchase order, or implied by statute, trade, custom, practice, or course of dealing. This Agreement may not be amended except in a writing duly signed by Customer and an authorized representative of Oxford.
- 10.10. Equitable Remedies. Customer acknowledges and agrees that the Goods and Software are of a special, unique, unusual, extraordinary, and intellectual character such that any use of the Goods or Software in a manner inconsistent with this Agreement would irreparably injure Oxford in a manner for which money damages would not be sufficient to compensate Oxford. Accordingly, Customer agrees that, in addition to any other remedies available to Oxford at law, in equity or under this Agreement, Oxford shall be entitled to seek specific performance, injunctive relief and other equitable relief, including seizure of any Goods in Customer's possession or the compelled assistance of Customer in recovering improperly transferred Goods or Software, to prevent any actual or threatened misuse of the Goods or Software. Customer also acknowledges that this provision applies regardless of whether such use in a manner inconsistent with this Agreement is deemed to be a material breach and even in the absence of the exercise by Oxford of any rights to termination under Section 0.
- 10.11. Assignment. Oxford may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other way with any or all of Oxford's rights and obligations under this Agreement in connection with a merger, change of control or sale of assets or assign any of its rights and obligations under this Agreement to a member of the Oxford Group. Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other way with any or all of Customer's rights and obligations under this Agreement without Oxford's prior written consent.
- 10.12. Survival. The provisions of Sections 1, 2.2, 3.2, 3.3, 3.4, 3.5, 0, 5, 6.2 and Sections 7 through 10, as well as any obligation to pay Fees for materials ordered or services provided prior to termination, shall survive any expiration or termination of this Agreement for any reason.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE PRECEDING TERMS AND CONDITIONS AND MANIFEST MY ASSENT TO, AND MY AGREEMENT TO COMPLY WITH, THOSE TERMS AND CONDITIONS BY CLICKING ON THE BOX LABELED "I ACCEPT." I UNDERSTAND THIS IS A BINDING LEGAL AGREEMENT. SHOULD I DISAGREE WITH ANY OF THE TERMS OR HAVE ANY QUESTIONS REGARDING THE SAME I SHALL NOT CONTINUE TO THE NEXT PAGE AND SHALL CONTACT OXFORD AT support@nanoporetech.com.

Exhibit A - Definitions

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlled by, under common control with, or controlling, such Person.

"Application Specific IP" means Oxford Proprietary Information that pertains to or covers aspects, features or applications of the Goods or Software (and use thereof), only with respect to specific features, fields, or applications. This may include software, methods, and/or workflows for biopharma QC, clinical or other commercial end uses, but does not include non-commercial or academic research end use.

"Approved or Approval" means, with respect to any Goods or Software, the use, protocol, process, documentation, specifications, or third-party component (i) identified in the Information, Workflow, Safety and Legal, Multiplexing or Compatibility tab associated with such Goods or Software on <https://store.nanoporetech.com/> or (ii) as described in its associated Specification or Documentation at the time of the applicable Order or in the applicable Order.

"Assurance" means the confirmation of installation of the Device as recorded in Oxford Nanopore's records.

"Biological Data" means processed nucleotide sequence data and tertiary analysis data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials analysed using the Goods and the Software.

"CapEx Order" means an Order for purchase of a Device or Devices under these terms and conditions, including transfer of title to the Device(s) as more fully described in the Order.

"Competent Authority" means any of: 1) the United Kingdom; 2) the European Union or any of its Member States; 3) the United States of America; 4) any country in which obligations under this Agreement are to be performed or in which the Parties are incorporated or operate; and 5) the respective governmental institutions and agencies of any of the foregoing in items 1)-4).

"Competitor" means any entity or person that develops, sells, or distributes any third party tool, software process or system for genomic sequencing, analysis of nucleic acids or molecule sensing that competes with any member of the Oxford Group.

"Consumables" means a kit containing wash or flushing solution ("Wash Kit"); a kit for preparation of Customer's samples ("Sequencing Kit") and other chemicals and materials available from Oxford and used to run samples.

"Contaminated Flow Cells" means Flow Cells that have been used with or otherwise in contact with materials of Biohazard Level 3 or higher.

"Device" means each nanopore sequencing device identified and 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.

"Export Controls" means any laws that control, restrict, or impose licensing requirements on export, re-export, or transfer of goods, software, technology, or services, issued or adopted by a Competent Authority.

"Feedback" means all suggestions, comments, feedback regarding, modifications or improvements to, enhancements or derivative works of any Oxford Proprietary Information, including any content 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 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. Notwithstanding anything else to the contrary, Oxford may suspend or terminate use of or substitute any Goods or Software to the extent needed to protect against the risk of injury, comply with law or avoid infringement.

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

"Hardware" means, collectively, 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.

"Military End-Use" means: (i) incorporation into items included on the list of military goods, software and technology to which Export Controls apply, or use of production, test or analytical equipment and components for the development, production or maintenance of such listed military items; or (ii) use by a Military End-User.

"Military End-User" means: (i) any military forces, para-military forces, police forces, security services or intelligence services of a country subject to a military embargo pursuant to Export Controls or Sanctions; or (ii) any persons involved in the procurement, research, development, production or use of dual-use goods, software or technology on behalf, or at the direction, of any of the entities mentioned in paragraph (i).

"Nanopore Extension Requirements" means: (a) all titles and trademarks, copyright, patent marking and restricted rights notices are reproduced on any materials embodying Nanopore Extensions or Nanopore Chemistries; (b) any materials embodying or describing Nanopore Extensions or Nanopore Chemistries must carry prominent notices stating that Customer created or modified it, and giving a relevant date of creation or modification; (c) use of the Nanopore Extension and/or Nanopore Chemistry by third parties or by Customer in the provision of third party services is limited to non-commercial gain and may not be conditioned on payment of a license fee (or other consideration) for use of same; (d) the Nanopore Extension or Nanopore Chemistry may not be disclosed to or used by any Competitors and Customer may not authorise any

Competitors to use the Nanopore Extension or Nanopore Chemistry; (e) any Nanopore Extension or Nanopore Chemistry is made available under terms and conditions that provide that the Nanopore Extension and/or Nanopore Chemistry is provided "AS IS" and subject to the Nanopore Extension Requirements; and (f) use of any Nanopore Extension or Nanopore Chemistry is limited to the Specific Use and only in conjunction with Goods and Software.

"Order" means the order for the purchase or loaning of Goods from Oxford, as set out in an electronic order placed via the Oxford Website or other web address specified in the order, or submitted by email to a representative at Oxford, which references and incorporates the applicable Oxford quote.

"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 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 Customer at the time of disclosure (other than as a result of a violation of any duty of confidentiality); or (e) information disclosed to 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 EPI2ME 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>.

"Party" or **"Parties"** in singular or plural usage, shall mean Customer or Oxford as required by the context.

"Person" means any individual, firm, partnership, company, corporation, association, organization, government, government agency or other legal entity.

"Pseudonymized Data" means data in which personal data is replaced with one or more artificial identifiers, or pseudonyms. For example, a name is replaced with a unique number and the unique number is not made available in connection with the other data.

"Rights" means all rights possibly granted under intellectual property rights.

"Sanctions" means as in force from time to time, any treaty, law regulation, decree, ordinance, order, decision, directive, policy, demand, request, rule or requirement imposed, administered or enforced from time to time by any Competent Authority: (a) relating to any economic, financial trade or other, sanction, restriction, embargo, import or export ban, prohibition on receipt or transfer of funds or assets or on performing services, or equivalent measure; or (b) directed at prohibiting or restricting dealings with Sanctions Restricted Persons.

"Sanctions Restricted Person" means any person or entity: (i) included on any sanctions list (or equivalent) maintained by a Competent Authority; (ii) owned for 50% or more or controlled by any person or entity appearing on a list referred to in item (i);

"Software" means Oxford's MinKNOW software, Oxford Group's Epi2me Labs software, Epi2me software, Base Caller software, and other Device software, as applicable and as defined in its Documentation, whether pre-loaded on the Hardware or provided separately, including related Documentation.

"Specific Use" means any purpose for which the Goods or Software, as applicable, were designed or as expressly specified in an Order or Documentation *provided* that "Specific Use" specifically excludes any act by Customer to: (a) use the Goods or Software other than in accordance with this Agreement, the Specifications, Oxford's instructions or the Documentation; (b) use Consumables, where such use is a re-use of a previously used Consumable; (c) use the Goods or Software for health assessment or to diagnose, treat, mitigate, cure or prevent any disease or condition where validation or registration of the Goods and/or Software with regulatory authorities has not been obtained but is required; (d) use the Hardware or Consumables in conjunction with third-party commercial products, primers, materials, reagents, consumables, software, or services that are designed or intended to work with Oxford's Goods, services or Software and that are not Approved or otherwise authorized by Oxford for use (e.g. Customer's and third-party's non-commercial reagents and open source software tools may be used without Oxford Approval or authorization); (e) copy, modify, create any derivative works of the Goods or Software except as approved in writing by Oxford (except to the extent applicable laws specifically prohibit such restriction); (f) separate the Goods into their component parts; (g) reverse engineer, decompile, disassemble or otherwise attempt to derive the composition of the Goods or Software (except to the extent applicable laws specifically prohibit such restriction); (h) extract or isolate components of the Goods or subject them to non-authorized analysis; (i) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to Goods or Software; or (j) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Goods, Software or components thereof

"Specifications" means Oxford's written specifications for the specific version of the Goods or the Software in effect on the date the Goods ship from Oxford.

"Support Plan" means the support plan agreement(s) available on Oxford Website

"Warranty Period" means (i) with respect to the Devices, one year from the date of delivery, or for the duration of the applicable Support Plan if longer, and (ii) with respect to Flow Cells and Consumables, three months from the date of delivery, or as expressly specified in an Order.

"WMD End-Use" means use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapon.