

## METRICHOR TERMS OF USE

PLEASE READ THIS CONTRACT (THIS “AGREEMENT”) CAREFULLY. BY CLICKING THE ACCEPT BUTTON, YOU (THE “CUSTOMER”) AGREE THAT (A) CUSTOMER HAS READ ALL THE TERMS CONTAINED HEREIN, (B) THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY CUSTOMER AND (B) CUSTOMER IS AUTHORIZED TO REPRESENT AND BIND ANY PERSON FOR WHOM CUSTOMER WORKS. IF CUSTOMER DOES NOT AGREE, DO NOT CLICK ON THE BUTTON THAT INDICATES THAT CUSTOMER ACCEPTS THE TERMS OF THIS CONTRACT AND DO NOT ACCESS OR USE THE WEBSITE.

If Customer is residing in a jurisdiction that restricts the ability to enter into agreements such as this Agreement according to age and Customer is under such a jurisdiction and under such age limit, Customer may not enter into this Agreement or use the Website. Customer may not click on the “I ACCEPT” button if Customer is not at least 18 years of age.

Metricor Ltd. provides Customer access to the Website in order that Customer may access, use and, as applicable, download resources, programs and functionalities, including without limitation, the Base Caller Software and Data Processing Software, enabling Customer to transmit, store, use, modify and process data collected using Customer’s Device. Customer will not use the Website for personal, family, domestic, household or other similar use that would trigger applicability of the consumer protection laws of the jurisdiction in which Customer is located.

1. Agreement. This Agreement is entered into between Customer and Metricor Ltd. This Agreement exclusively governs Customer’s use of and access to the Website. By accessing or using the Website, Customer agrees to the terms of this Agreement and any policies, guidelines or amendments thereto that may be presented to Customer from time to time. If Customer is accepting on behalf of another Person, then Customer represents and warrants that Customer has the authority to bind that Person, has read and understood this Agreement and agrees on behalf of that Person to this Agreement.

### 2. Definitions

2.1. “**Account**” shall have the meaning given in Section 7.1 of this Agreement.

2.2. “**Affiliate**” shall, with respect to any Person, mean a Person controlled by, under common control with, or controlling such Person.

2.3. “**Application Specific IP**” shall mean Oxford Proprietary Information that pertains to or covers aspects, features or applications of the Goods and use thereof only with respect to specific features, fields or applications, which may include, for example, regulated or targeted uses.

2.4. “**Approved**” shall mean, with respect to any Goods or Software, the use, protocol, process, documentation, specifications or third party component identified in the Product Information, Workflow, 3rd Party Materials or Protocols tab associated with such Good on

<https://store.nanoporetech.com/> or as described in its associated specification or documentation at the time of the applicable Order or in the applicable Order.

2.5. “**ASIC**” shall mean an application specific integrated circuit used in the Goods.

2.6. “**Australian Non-Excludable Provision**” shall have the meaning given in Section 16.3 of this Agreement.

2.7. “**Base Caller Software**” shall mean Oxford’s proprietary software, including all functional specifications associated therewith made available to the Oxford Group’s customers on the Oxford Group’s websites, as amended from time to time (the “Base Caller Documentation”), designed to convert certain Instrument Data to Biological Data, as may be made available to Customers by Oxford, whether free of charge or for a fee.

2.8. “**Biological Data**” shall mean any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analyzed using the Goods. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

2.9. “**Certified Service Provider**” shall mean a Customer that (a) has paid Oxford the applicable fee specified in Customer’s Order to become a Certified Service Provider; and (b) has completed Oxford’s service provider certification process as more fully described on the Oxford website at <http://www.nanoporetech.com> or as otherwise stated on the Order.

2.10. “**Chinese Non-Excludable Provision**” shall have the meaning given in Section 16.5 of this Agreement.

2.11. “**Commercial**” shall mean primarily intended for or directed towards commercial advantages or monetary compensation.

2.12. “**Consumables**” shall mean a Wash Kit, Sequencing Kit and other chemicals and materials available from Oxford and used to run samples in the quantity appropriate for Customer’s use, which standard quantity is stated on Oxford’s website, and of a type and mix suited to Customer’s use, which type and mix is requested in Customer’s 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.

2.13. “**Content**” shall mean all information, data, text, sound, photographs, graphics, video, messages or other materials.

2.14. “**Data Processing Software**” shall mean the Base Caller Software and applications in the data processing pipeline that Metrichor Ltd. or Oxford may, in its sole discretion, make available, which may include, Metrichor Ltd.’s “what’s in my pot” tool, barcoding caller(s), variant caller(s), assembly tool(s), alignment tool(s), and/or data visualization tool(s).

2.15. “**Data Storage**” shall have the meaning given in Section 5.1 of this Agreement.

2.16. “**Device**” shall mean the MinION, the GridION, the PromethION, VolTRAX, Flongle, MinIT, or any combination thereof, to the extent leased by, or purchased by Customer from Oxford pursuant to an Order.

2.17. “**Epi2me Agent Software**” shall mean Metrichor Ltd.’s Epi2me Agent Software either pre-loaded on to the Device or provided by electronic download from Oxford’s website to manage the transfer of data files from the Customer’s Device to and from the Website for processing and reporting, including, without limitation: (a) the object code version of the software; (b) all functional specifications associated with the Epi2me Agent software made available to Oxford’s customers on the Oxford Group’s websites, as amended from time to time (the “Epi2me Agent Documentation”) and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the Epi2me Agent Software.

2.18. “**Epi2me Software**” shall mean Metrichor Ltd.’s Epi2me Software either pre-loaded onto the Device or provided by electronic download from Oxford’s website to process and analyse data files from Customer’s Device, including, without limitation: (a) the object code version of the Epi2me Software; (b) all functional specifications associated with the Epi2me Software made available to Oxford’s customers on Oxford’s website, as amended from time to time (the “**Epi2me Documentation**”) and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the Epi2me Software.

2.19. “**Fee**” shall have the meaning given in Section 8.1 of this Agreement.

2.20. “**Flongle**” shall mean an adaptor for the MinION and/or GridION that enables use with Flongle-specific Flow Cells.

2.21. “**Flow Cell**” shall mean the flow cell with pre-loaded nanopores, membranes that hold the nanopores and electrochemistry on a chip surface, designed for the applicable Device.

2.22. “**Force Majeure**” shall mean 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.

2.23. “**Goods**” shall mean, together, the Hardware and Consumables.

2.24. “**GridION**” shall mean the outer casing into which five Flow Cells fit, and associated electronic components.

2.25. “**Hardware**” shall mean Devices and Flow Cells.

2.26. “**Instrument Data**” shall mean 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.

2.27. “**Intellectual Property Rights**” shall mean 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.

2.28. “**Law**” shall mean any local, state or federal law, order or regulation of the United States of America (the “U.S.”) or the United Kingdom (the “U.K.”), or the People’s Republic of China (the “P.R.C.”), or any law, order or regulation of another sovereign with jurisdiction over Customer or Website.

2.29. “**License**” shall have the meaning given in Section 3.1 of this Agreement as limited by other provisions herein.

2.30. “**Metrichor Interface**” shall mean a website provided by Metrichor Ltd. from which applications in the data processing pipeline may be accessed for purposes of processing Instrument Data and/or Biological Data.

2.31. “**Metrichor Ltd.**” shall mean Metrichor Limited, a subsidiary of Oxford Nanopore Technologies Ltd., registered in England under company number 08534345 and having its registered office at Edmund Cartwright House 4 Robert Robinson Avenue, Oxford Science Park, Oxford OX4 4GA.

2.32. “**MinION**” shall mean the outer casing into which one Flow Cell fits, and associated electronic components.

2.33. “**MinIT**” shall mean a computer companion to be used with the MinION and Flongle for the purpose of data acquisition and base calling.

2.34. “**MinKNOW Software**” shall mean Oxford’s MinKNOW Software that either is provided pre-installed in the Device or that Customer must download from a website designated by Oxford to manage Device operations, including, without limitation: (a) the object code version of the software; (b) all functional specifications associated with the MinKNOW software made available to Oxford customers on the Oxford Group’s websites, as amended from time to time (the “MinKNOW Documentation”) and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the MinKNOW Software.

2.35. “**Non-Commercial**” shall mean not intended for or directed towards commercial advantages or monetary compensation.

2.36. “**Non-Excludable Provision**” shall have the meaning given in Section 16.4 of this Agreement.

2.37. “**Order**” shall mean Customer’s order for the Goods, as set out in an electronic order placed via the Oxford website, <http://www.nanoporetech.com>, or other web address specified in the order.

2.38. “**Oxford**” shall mean, with respect to any Order, the member of the Oxford Group that is a counterparty to such Order.

2.39. “**Oxford Confidential Information**” shall mean 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 is not limited to, Oxford Proprietary Information, MinKNOW Documentation, Base Caller Documentation, Epi2me Agent Documentation, the Consumables, Instrument Data, and research, development, trade secrets, software design, data collection, inventions, source code, API application programming interfaces), software specifications, software routines, screen displays, data entry formats, data base structures, data base formats, flow charts, print outs and prompting sequences embodied in any software of the Oxford Group; 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 the applicable member of the Oxford Group; (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).

2.40. “**Oxford Group**” shall mean Oxford Nanopore Technologies, Ltd., Metricor Ltd., and any of their Affiliates.

2.41. “**Oxford Proprietary Information**” shall mean (a) the Hardware, Software, the Website 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 and any Intellectual Property Rights therein or appurtenant thereto.

2.42. “**Party**” or “**Parties**” in singular or plural usage, shall mean Customer or Metrichor Ltd. as required by the context.

2.43. “**Person**” shall mean any individual, firm, partnership, company, corporation, association, organization, government, government agency or other legal entity.

2.44. “**Pseudomized Data**” shall mean 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.

2.45. “**PromethION**” shall mean the outer casing into which forty-eight Flow Cells fit, and associated electronic components.

2.46. “**Redeemable Tokens**” shall have the meaning given in Section 3.6 of this Agreement.

2.47. “**Software**” shall mean the MinKNOW Software, the Epi2me Agent Software, the Base Caller Software, the VolTRAX GUI, and other Device software, as applicable, whether pre-loaded and/or embedded in the Hardware or provided separately, and related documentation.

2.48. “**Taxes**” shall mean any duties, customs fees or taxes (other than Metrichor Ltd.’s income tax) associated with any purchase through the Website.

2.49. “**Third-Party Agreements**” shall have the meaning given in Section 6.2 of this Agreement.

2.50. “**Third-Party Providers**” shall mean Persons who own rights to Data Processing Software made available to Customer through the Metrichor Interface.

2.51. “**Token**” shall mean an identifying key that is uniquely associated with Customer.

2.52. “**VolTRAX**” means an automated, programmable USB device designed to prepare samples rapidly and simply, from a variety of sources using both basic and advanced molecular biology methods with minimal user interaction.

2.53. “**Website**” shall mean the functionalities provided through the Metrichor Interface, including (a) the Metrichor website, reports and documentation provided via login; (b) the Metrichor Agent Software; (c) the Metrichor Interface cloud-based infrastructure with computing, data processing and storage, and reporting capability (the “Metrichor Cloud”); and (d) the applications and interfaces provided by Metrichor Ltd., other members of the Oxford Group or Third-Party Providers and made available on the Metrichor Interface.

### 3. Provision of Website



3.1. Grant of Right. Contingent upon Customer's acceptance of this Agreement, and subject to its terms, Metrichor Ltd. hereby grants, under the Oxford Group's Intellectual Property Rights other than Application Specific IP, to Customer a non-exclusive, non-transferable, limited, personal, revocable right to use the Website in conjunction with Devices for solely internal, Non-Commercial research purposes (the "License"). Customer acquires no proprietary rights in the Website. This License does not give Customer the right to use the Website to provide services of any kind to any third party. Customer acknowledges that the Website and the Devices may only be used in accordance with the Oxford Group's usage instructions as stated on the Oxford website at <http://www.nanoporetech.com> or in the Order. Without limiting the foregoing, Customer acknowledges that installation of third party software on Devices or use of Devices to access the Internet other than as expressly provided in the Oxford Group's usage instructions as stated on the Oxford website at <http://www.nanoporetech.com> or in the Order is prohibited and may interfere with successful sequencing.

3.2. Use Restrictions. The Website may not be accessed or used (A) by any Person that is, or is affiliated with, a current or potential competitor of the Oxford Group; (B) on behalf of or for the benefit of any such 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 monitoring, benchmarking (including but not limited to actively designing or redesigning products intended for Commercial use to better compete with the Website) or other competitive purposes. Customer represents and warrants that Customer will not use the Website in contravention of this provision. Without limiting the generality of the foregoing, competitor shall (AA) be deemed to include an 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, (BB) not be deemed to include customers of competitors solely because they are customers of competitors or government agencies by virtue of their funding of research by competitors of any member of the Oxford Group and (CC) not be deemed to include Customers that receive funding for research activities from competitors as long as such Customers do not, and are not obligated, to share any information regarding their use of Goods or Software, including Oxford Confidential Information with competitors.

3.3. Restrictions on Right; Prohibited Use and Activity. Customer shall not, and shall not permit a third party to use the Website other than in accordance with the Oxford Group's instructions and the terms of this Agreement. Customer shall use its best efforts to prevent unauthorized access to, or use of, the Website. In general, this Agreement prohibits uses and activities involving the Website that are illegal, infringe on the rights of others, or interfere with or diminish the use and enjoyment of the Website by other Customers. For example, without limiting the foregoing, Customer shall not, and shall not permit any third party to, use the Website to: (a) undertake or accomplish any unlawful purpose, including, without limitation, posting, storing, transmitting or disseminating Instrument Data or Biological Data or other information which is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the Intellectual Property Rights or other proprietary rights of any Person, or which in any way constitutes or encourages conduct that would constitute a criminal offense or would otherwise violate any Law; (b) post, store, send, transmit or disseminate Instrument Data or Biological Data or other information which a reasonable person could deem to be unlawful; (c) upload, post, publish, transmit, reproduce, create derivative works of or distribute in any way Instrument

Data or Biological Data or other information, software or material obtained through the Website that is protected by copyright or other proprietary right without first obtaining any required permission of the rightful owner; (d) impersonate any Person, forge any other Person's digital or manual signature or perform any other similar fraudulent activity; (e) access any other Person's computer, computer system, network, software or Instrument Data or Biological Data without its knowledge and consent; (f) breach the security of another Customer or the Website; (g) attempt to circumvent the Customer authentication system or security of the Website, including, without limitation, attempting to access Instrument Data or Biological Data to which Customer has no legal rights or logging into or making use of an Account Customer is not expressly authorized to access; (h) use or distribute tools or devices designed or used for compromising security; (i) copy, distribute or sublicense any proprietary software provided in connection with the Website by any member of the Oxford Group or any Third-Party Providers (except to the extent applicable laws specifically prohibit such restriction); (j) distribute programs that make unauthorized changes to the Website, Data Processing Software, Software or Devices; (k) use or run programs from the Website that provide Instrument Data or Biological Data or other Website services to any third party; (l) restrict, inhibit or otherwise interfere, regardless of intent, purpose or knowledge with the ability of any other person to use or enjoy the Website; (m) impede other customers' ability to post, transmit, store or retrieve Instrument Data or Biological Data; (n) restrict, inhibit, interfere with or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Website; or (o) resell or otherwise make available the Website directly or indirectly, in whole or in part, to any third party.

3.4. Usage and Consumption. Customer represents and warrants that Customer's use of the Website will not adversely impact the speed, security or integrity of the Website or circumvent or render ineffective Metrivor Ltd.'s technological and other measures to protect and control the Website and data. Customer acknowledges and agrees that Metrivor Ltd. may, in its sole discretion, apply a monthly data transmittal, processing, re-processing and/or consumption threshold or other restrictive measure to Customer's Account to preserve and protect the speed, security and integrity of the Website for all Customers. Notice of such monthly data consumption threshold or other restrictive measure will be specified in the Order or posted to the Website and will become effective immediately upon posting.

3.5. Updates. Customer hereby acknowledges that Metrivor Ltd. may disable or upgrade all or part of the Website at any time without notice to Customer and without any form of compensation or consideration to Customer. Customer hereby acknowledges that Metrivor Ltd. may (a) make new applications, tools, features or functionalities available from time to time through the Website; (b) upgrade the Website to update, enhance and further develop its functionalities, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions and (c) add new services to the "Website" definition from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

3.6. Redeemable Tokens. In the event that Customer purchases certain Goods from Oxford, as described in Customer's Order, Oxford will provide Customer with tokens that may be redeemed by Customer to make purchases on the Website ("Redeemable Tokens"). Redeemable Tokens do not represent cash value or the right to redeem such Redeemable Tokens for cash. If Customer does not use the Redeemable Tokens within six (6) months of their



issuance, or as described in Customer's Order, then such Redeemable Tokens will be void and may no longer be used for purchases on the Website by Customer.

3.7. Commercial Use of Website. Contingent upon: (a) Customer's payment to Oxford of the applicable fee specified in Customer's Order; and (b) Customer's completion of Oxford's service provider certification process as more fully described on the Oxford website at <https://nanoporetech.com/community>, as may be amended from time to time at Oxford's sole discretion, or as otherwise stated on the Order, Oxford and Customer agree that:

3.7.1. Certified Service Providers. Notwithstanding the provisions of Section 3, any Certified Service Provider may use the Website for Commercial use so long as and on the condition that (a) such use is limited to Commercial use solely to the extent necessary to facilitate provision of services to third parties for the purposes of such third parties' Research Use (as defined without reference to this sentence of Section 3.7.1) by a Customer that is a Certified Service Provider; (b) such services are not provided to any third party who would fall within the categories set forth in clauses (a) through (d) of Section 3.2 above; (c) Certified Service Provider otherwise remains bound by the limitations and restrictions on its right to use the Website contained in this Agreement; (d) Certified Service Provider provides such services to third parties only after entering into an agreement with each such third party including (i) limitations and restrictions on the use of the Website obtained thereby which are substantially identical to those contained in this Agreement, (ii) confidentiality obligations no less favorable to Oxford than those contained in this Agreement, (iii) to the extent the Law so permits, a covenant making Oxford an express third party beneficiary of such agreement, and (iv) a covenant requiring each such third party to register with Oxford following instructions provided in the Order; and (e) Customer provides to such third parties documents and/or information, as provided by Oxford, explaining that (i) Customer provides services using the Website and (ii) additional applications and analyses of the Biological and/or Instrument Data collected using the Device or Software are available on the Metrichor Interface, or as otherwise specified by Oxford. Notwithstanding the provisions of Section 4.1 but subject to Certified Service Provider's compliance with this Agreement, Certified Service Providers may make available to their end customer Biological Data within the first forty-eight (48) hours after such Biological Data is first written to a disk; provided that, Certified Service Provider does not use any third party Commercial software that is not Approved and does not use any third party Commercial services to process the Instrument Data from which the Biological Data is derived.

3.7.1.1. Representations and Warranties to Third Parties. Oxford makes no representations or warranties hereby to any third party with respect to the Website. Certified Service Provider shall not make any representations or warranties to third parties to whom it provides services with respect to the Website beyond those made by Oxford to the Certified Service Provider under this Agreement.

3.7.1.2. Indemnification of Third Parties. Third parties obtain no rights to indemnification by Oxford hereby. Certified Service Provider is solely responsible to indemnify third parties to whom it provides services in connection with or arising out of Certified Service Provider's use of the Website or the services provided by Certified Service Provider using the Website. Certified Service Provider 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 Certified Service Provider's use of the Website and/or provisions of services to third parties using Website, including, without limitation, any claim by a hospital, a patient of a hospital or a regular related to Certified Service Provider's use of the Goods.

3.7.1.3. Compliance. Certified Service Provider represents and warrants that Certified Service Provider will at any and all times ensure that the way in which and the purposes for which it uses the Website and markets its services comply with all applicable Laws, regulations and government policies and all use restrictions and obligations set forth in this Agreement. Certified Service Provider is responsible for obtaining any necessary approvals, licenses and permissions that may be required for such use, operation and marketing.

#### 4. Data Terms of Use

4.1. Data Restrictions. Except in accordance with the terms of an Order, Customer shall not, and shall not permit any third party to, (a) disclose, transmit, use or process Instrument Data or Biological Data other than to Third Party Providers, or (b) attempt to do any of the foregoing, except in accordance with the terms of this Agreement and whilst using the Website and/or any Software or functionalities made available therein or through the Metrichor Interface, in each case, except as expressly permitted by the Oxford Group in writing. Customer further agrees not to make available to any third party Biological Data or Instrument Data or use any third party Commercial software (unless Approved) to process Biological Data or Instrument Data generated through use of a Device or Software, whether or not for processing on Customer's behalf, within the first forty-eight (48) hours after such Biological Data or Instrument Data is first written to a disk at Customer's direction.

4.2. Data Location. Customer acknowledges and agrees that Customer's access to, download of and/or use of the Website may require that data be transmitted, processed or stored offline, outside of the Website or outside of Customer's state or country.

4.3. Third-Party Provider Access. Customer acknowledges and agrees that Metrichor Ltd. may allow Third-Party Providers access to data as required for the operation of Third-Party Provider Data Processing Software available through the Metrichor Interface. Metrichor Ltd. shall not be responsible for any disclosure, modification or deletion of data resulting from any use of such Third-Party Provider Data Processing Software or access to data by Third-Party Providers.

4.4. Data Removal or Deletion. Metrichor Ltd. is not obligated to ensure that data removed or deleted from the Website by Customer is recoverable. In the event Customer attempts to remove or delete data transmitted to the Website or stored in the Metrichor Cloud, Metrichor Ltd. is under no obligation to provide recovery services with respect to such data. Customer acknowledges and agrees that, even if removed or deleted by Customer, data may be retained by Data Processing Software to which Customer made such data available. Any such data will be used solely to provide to Customer products or services, improve products or services or manage Metrichor Ltd.'s business.

4.5. Data Re-Processing. Customer shall be entitled to have Instrument Data processed one (1) time using, in Oxford's sole discretion, either the Base Caller Software through the Metrichor Interface or a local version of the Base Caller Software, in each case in the format or version made available by Oxford to Customer in Oxford's sole discretion, or through the Software provided, solely at Oxford's discretion. Customer may, in its sole discretion, request additional Instrument Data processing and analysis using Data Processing Software available through the Website and Metrichor Interface. Customer acknowledges and agrees that such additional processing may be contingent upon Customer's payment of fees, separate from and in addition to the fee charged for use of Oxford's Devices and Software as set forth in Customer's Order(s), as imposed by Metrichor Ltd. in its sole discretion, notice of which fees shall be made available via the Website prior to or contemporaneous with Customer's attempted additional processing.

4.6. Pseudomized Health Data. Customer shall not upload, transmit, store or modify data containing the information of any Person, including, without limitation, data consisting of genomic information, unless Customer has obtained (a) a written and signed authorization and consent to Customer's transmission, storage and use of such information, (b) an advance written disclosure of sharing of personal data or personal information (as defined under applicable law) and (c) a written and signed authorization and opt-in to the collection by the Hardware, MinKNOW Software and/or Website of details regarding the location at which such information was acquired, the IP address from which Metrichor Interface is accessed, the ASIC ID and/or the Device ID. Customer shall not upload, transmit, store or modify data that contains the information of any Person, including without limitation, data consisting of genomic information, whether or not Instrument Data, unless Customer has pseudomized such data and does not make available to the Oxford Group information that permits such Pseudomized Data to be re-identified and, except with respect to contact information of Customer and its relevant personnel, does not make available personal data or personal information as defined by applicable law (e.g., HIPAA, the General Data Protection Regulation (EU) 2016/679, Personal Data Protection Act 2012 (No. 26 of 2012), Privacy Act 1988 (Cth), Privacy and Data Protection Act 2014 (Vic, Aus.) and the Health Records Act 2001 (Vic, Aus.), and the PRC Cyber Security Law and other PRC regulations concerning personal data or information protection). For example, Customer shall not provide the name, date of birth, address, social security number, government-issued identification number or any other information that could directly or indirectly identify the Person from whom any genomic or other information was derived.

## 5. Metrichor Cloud Terms of Use

5.1. Availability of Storage. Customer may purchase allocations of web-based storage capacity ("Data Storage") in the Metrichor cloud through the Website. Customer may purchase an initial allotment of Data Storage as stated in the order and, thereafter, additional allotments of Data Storage, as described on the Website, on a subscription basis. Customer acknowledges and agrees that Customer's access to and use of the Metrichor cloud and right to Data Storage (a) may be contingent upon Customer's agreement to license agreements, terms of use and privacy policies separate from and in addition to this Agreement and (b) is contingent upon Customer's payment of fees separate from and in addition to the fee charged for use of Oxford's MinION and Software, as imposed by Metrichor Ltd. in its sole discretion, notice of which fees shall be made available via the Website prior to or contemporaneous with Customer's attempted access

to the Metrichor cloud and use of Data Storage. Customer shall not attempt to store data in the Metrichor cloud without a Data Storage subscription. Customer may change Customer's Data Storage subscription at any time by upgrading or downgrading through the Website. Customer acknowledges and agrees that in the event Customer purchases a Data Storage subscription and, thereafter, this Agreement is terminated by either Party for any reason, Customer's stored data will be deleted ten (10) days after the date on which this Agreement is terminated. Customer's use of Data Storage is governed by the terms of this Agreement as may be amended from time to time.

5.2. Data Storage Restrictions. In addition to Customer's other obligations under this Agreement, Customer shall not, and shall not permit a third party to: (a) use Data Storage other than in accordance with the Oxford Group's instructions and the terms of this Agreement; (b) exceed applicable and reasonable limitations on bandwidth or Data Storage capacity imposed by Metrichor Ltd. under this Agreement or other Oxford Group instructions or (c) use the Metrichor cloud or Data Storage in a manner that intentionally or unintentionally threatens Metrichor Ltd.'s ability to provide the Metrichor cloud or Data Storage to other Customers. Metrichor Ltd. may take all reasonable steps to protect the Metrichor cloud, the Website and the Oxford Group's systems, including without limitation, suspending or terminating Customer's use of and access to the Metrichor cloud and right to Data Storage and deleting Customer's stored data.

## 6. Terms of Use of Tools

6.1. Access to Tools. Customer may access software tools developed by the Oxford Group or Third-Party Providers through the Metrichor Interface. Customer acknowledges and agrees that Customer's access to, download of and/or use of Data Processing Software may be contingent upon Customer's (a) agreement to license agreements, terms of use and privacy policies separate from and in addition to this Agreement and (b) payment of fees, separate from and in addition to the fee charged for use of Oxford's Devices and Software, as imposed by Metrichor Ltd. in its sole discretion, notice of which fees shall be made available via the Metrichor Interface prior to or contemporaneous with Customer's attempted access, download and/or use.

6.2. Third-Party Providers. Customer acknowledges and agrees that Customer's use of Data Processing Software developed by Third-Party Providers may require disclosure of Customer's data to such Third-Party Providers, and that the Oxford Group may, pursuant to Section 4.3 of this Agreement, disclose and transmit such data to such Third-Party Providers. Customer acknowledges and agrees that Customer's access to, download of and/or use of Third-Party Provider Data Processing Software operates as a transaction between Customer and Third-Party Provider in which the Oxford Group acts solely as agent, and that Third-Party Provider alone is responsible under any agreements presented or agreed to in connection with Customer's access to, download of and/or use of Third-Party Provider Data Processing Software ("Third-Party Agreements"). Further, Customer acknowledges and agrees that each member of the Oxford Group is a third-party beneficiary of any Third-Party Agreements and, upon Customer's acceptance of the terms of any Third-Party Agreements, and each member of the Oxford Group will have a right to enforce such Third-Party Agreements against Customer. The Oxford Group makes no representation, warranty or promise regarding Third-Party Providers or their Data Processing Software.

## 7. Security.

7.1. Login. Upon Customer's first registration or login attempt, the Oxford Group will register Customer by collecting Customer's details and assigning Customer an identifying Token and password (together, the "Account"). Customer shall provide accurate and complete information during registration, and shall update Customer's registration information as necessary to keep it accurate, current and complete. Failure to provide accurate, current and complete registration information may result in suspension and/or termination of Customer's Account. Customer shall use Customer's Token and password to log into the services and websites provided by the Oxford Group. Metrichor Ltd. reserves the right to deny Customer access to Customer's Account and the Website if Metrichor Ltd has a reasonable suspicion of fraudulent activity, use in violation of any applicable agreement between the parties or to protect the Oxford Group. Customer is solely responsible for maintaining the confidentiality and security of its Token and password and for all activities that occur through Customer's Account. Customer shall not permit any other Person to use Customer's Token or password to access or use any or all of the Website. Customer shall contact Metrichor Ltd. immediately if Customer suspects or becomes aware of any unauthorized use of its Account or that the security of part or all of its Account is compromised. The Oxford Group shall not be responsible for any losses arising out of the unauthorized use of Customer's Account. Metrichor Ltd. may disable Customer's Token or password at any time if, in Metrichor Ltd.'s sole reasonable discretion, Customer has failed to comply with the terms of this Agreement.

7.2. Security Systems. Metrichor Ltd. has implemented reasonable security systems and procedures designed to maintain the security and confidentiality of the Website and data, protect against anticipated threats or hazards to the security or integrity of the Website and data and protect against unauthorized access to or use of the Website or Data. Notwithstanding the foregoing, Metrichor Ltd. cannot perfectly guard against the risk of intentional or inadvertent disclosure of data or Customer's confidential information. When using the Website, information will be transmitted across a medium that is beyond Metrichor Ltd.'s control. Customer expressly assumes the sole risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, loss, misuse, interruption or corruption of data or other information in connection with Customer's use of the Website.

7.3. Certain Device-Sharing Restrictions. Customer acknowledges that the means used by Metrichor Ltd. 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 Customer's Order and/or that particular workstations match a unique Oxford-issued keys. Customer acknowledges this may limit Customer's ability to share Devices and that, notwithstanding these measures (and other reasonable administrative, physical and technical safeguards), the Oxford Group cannot ensure the security of information or other materials made available hereunder in the Oxford Group's custody or control. Customer further acknowledges that use of Goods may be dependent on rights to use software separately licensed on a non-transferable basis.

## 8. Customer Obligations



8.1. Payment. All fees Customer is required to pay, if any, under the terms of this Agreement and as represented on the Website in order to access, download and/or use the Website and its functionalities and processes, Data Processing Software and/or Data Storage, which are separate from and in addition to the fee charged on Customer's Order(s) (the "Fees"), must be paid by Customer to Oxford in accordance with this Section 8.1 and any other payment terms to which the Parties may agree from time to time. All Fees must be paid in United States Dollars, unless otherwise stated on the Website or Order. One-time Fees charged for re-processing under Section 4.5 or purchase of Data Processing Software under Section 8.1 are due in advance of such re-processing or download or use of such Data Processing Software. Periodic Fees charged for Data Storage under Section 5.1 will be invoiced in accordance with the Order and Customer shall pay within the period specified in the Order, or if no period is specified, within 30 days after receipt of the invoice. Fees not paid when and as due will accrue interest from the date due until actually paid at a rate of 4% above the base rate of the UK base rate of Barclays Bank per month or the highest rate allowed by law, whichever is less. Customer shall pay all Taxes related to the Fees. If Customer is required by applicable Law to withhold any Taxes from its payment to Metrichor Ltd., Customer shall provide Metrichor Ltd. with an official tax receipt or other appropriate documentation to support such withholding. Metrichor Ltd. reserves the right to change the Fees in its sole discretion at any time, which change shall not affect Fees already incurred for re-processing, Data Processing Software or Data Storage; provided, however, that a change in Data Storage Fees will affect Fees due under a Data Storage subscription plan beginning with the invoice period following the period during which applicable Fees were changed. Metrichor Ltd. reserves the right to suspend or terminate Customer's account for failure to pay Fees more than 10 days past due.

8.2. Appropriate Conduct. Customer acknowledges and agrees that Customer is responsible for its own conduct and any Content that Customer creates, transmits or displays while using the Website and for any consequences thereof. Customer agrees to use the Website only for purposes that are legal, proper and in accordance with this Agreement and any applicable Oxford Group policies or guidelines.

8.3. No Infringement. Customer shall take no action that, in any way, would infringe Intellectual Property Rights in Oxford Confidential Information. Customer shall not remove any proprietary, copyright, confidential or trade secret legend from any portion of the Website or any data or support materials provided to Customer by the Oxford Group

8.4. Compliance. Customer represents and warrants that Customer is authorized to enter into this Agreement and comply with its terms. Furthermore, Customer represents and warrants that Customer will at any and all times meet Customer's obligations hereunder and will ensure that the way in which and the purposes for which it uses the Website complies with all laws, regulations and government policies that may apply. Customer is responsible for obtaining any necessary approvals, licenses and permissions that may be required for such use and operation. Without limitation to the other restrictions set out in this Agreement, Customer warrants that it will in no event use or allow use of the Website or any parts of them in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical or biological weapons or other military end-use of any kind.



8.5. Regulatory Acknowledgement. Customer acknowledges and agrees that (a) the Website has 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 Website is not for use in diagnostic, therapeutic or clinical procedures where validation or registration with regulatory authorities is required; (c) the Website 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 Website. Customer further acknowledges and agrees to comply with all applicable Laws when using, maintaining and disposing of the Website.

## 9. Website Management

9.1. Violations of Terms of Use. Metrichor Ltd. reserves the right to refuse to transmit, post, upload, store or to block or remove any data or other information, in whole or in part, that, in Metrichor Ltd.'s sole discretion, seems to be in violation of the terms of this Agreement or otherwise harmful to the Website or other Customers. Metrichor Ltd. has no obligation to monitor data or other information transmitted, posted, stored or used through the Website. However, Metrichor Ltd. has the right to monitor such data or other information from time to time for violations of this Agreement and to disclose, block or remove them in accordance with this Agreement. Metrichor Ltd. reserves the right to immediately suspend or terminate Customer's Account and Customer's access to and use of the Website if Customer, or any third party with Customer's permission, violates the terms of this Agreement.

9.2. Copyright Compliance. Metrichor Ltd. is committed to complying with copyright Laws and requires all Customers to comply with such copyright Laws. Metrichor Ltd. reserves the right to investigate suspected violations of this Agreement or copyright Laws, including gathering information from the Customer or other Customers involved and the complaining party, if any, and examination of data on the Website. During an investigation, Metrichor Ltd. may suspend Customer's Account and delete data that potentially violates this Agreement or copyright Laws. Customer expressly authorizes and consents to the Oxford Group's cooperation with (a) law enforcement authorities in the investigation of suspected violations and (b) administrators of internet service providers or network or computing facilities in order to enforce this Agreement.

### 9.3. DMCA Compliance.

9.3.1. Policy. Owners of copyrighted works who believe that their rights under U.S. copyright laws or applicable laws of other jurisdictions of similar intent or effect have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") or applicable laws of other jurisdictions of similar intent or effect to report alleged infringements. It is Metrichor Ltd.'s policy in accordance with the DMCA and other applicable Laws to reserve the right to terminate, with or without notice to Customer, Customer's Account and Customer's access to and use of the Website if Customer is found to infringe third party copyright or other Intellectual Property Rights, or if, in Metrichor Ltd.'s sole discretion, Customer is infringing these rights.

9.3.2. Reporting. Copyright owners may report alleged infringements of their works that are transmitted, stored or used through the Website by sending Metrichor Ltd.'s designated agent a notification of the claimed infringement that satisfies the requirements of the DMCA or applicable laws of other jurisdictions of similar intent or effect. Upon Metrichor Ltd.'s receipt of a satisfactory notice of claimed infringement for these works, Metrichor Ltd. will respond expeditiously to either directly or indirectly (a) remove the alleged infringing data, if stored on the Website or (b) disable Customer's access to the data. Metrichor Ltd. will also notify Customer of the removal or disabling of access to the data. Copyright owners may send notifications to:

Metrichor Limited  
Gosling Building  
Oxford Science Park  
Edmund Halley Rd.  
Oxford, Oxford, OX4 4DQ  
Phone: +44 (0) 845 034 7900  
Email: reporting@nanoporetech.com

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act or applicable laws of other jurisdictions of similar intent or effect. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Metrichor Ltd., the alleged infringer and the affected copyright owner for any damages incurred in connection with the removal of, disabling of access to or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against Customer, and Customer believes in good faith that the allegedly infringing works have been removed or Customer's access has been disabled by mistake or misidentification, Customer can file a counter notification with Metrichor Ltd.'s designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act or applicable laws of other jurisdictions of similar intent or effect. Upon Metrichor Ltd.'s receipt of a counter notification that satisfies the requirements of the DMCA or applicable laws of other jurisdictions of similar intent or effect, Metrichor Ltd. will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures or procedures in applicable laws of other jurisdictions of similar intent or effect with respect to a received counter notification. In all events, Customer expressly acknowledges and agrees that Metrichor Ltd. will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

## 10. Ownership; Confidentiality

10.1. Ownership of Intellectual Property by the Oxford Group. Metrichor Ltd., other members of the Oxford Group and their respective licensors, as applicable are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Oxford Proprietary Information (including the Website), and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights. 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 Oxford Proprietary Information (including the Website). Customer shall have a license to use the Website, and the Intellectual Property Rights therein, only to the extent specifically provided in this Agreement and to the extent such is reasonably necessary for Customer's performance under the Agreement.

10.2. Ownership of Intellectual Property by Customer. Subject to the terms and conditions herein, Customer will retain and acquire rights in (without any assignment from Oxford) the Biological Data resulting from Customer's use of the Goods.

10.3. Reservation of Rights. Each party reserves all of its rights. Except for any express license herein, no license is granted.

10.4. Confidential and Proprietary Information.

10.4.1. Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential at all times all 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 acknowledges and agrees that, unless otherwise specifically provided herein or agreed by Metrichor Ltd. in writing, the Website, including the specific design and structure of individual programs, provided to Customer by Metrichor Ltd. constitutes confidential proprietary information of the Oxford Group. Customer shall permit only authorized Customers, who possess rightfully obtained Tokens and passwords, to use the Website. Customer agrees not to transfer, copy, disclose, provide or otherwise make available Oxford Confidential Information, including, without limitation, the Website or part thereof in any form to any third party without the prior written consent of Metrichor Ltd.

10.4.2. Customer agrees to use best efforts to maintain the security of the Website and any other Oxford Confidential Information provided to Customer by any member of the Oxford Group. Customer will use its best efforts to cooperate with and assist Oxford in identifying and preventing any unauthorized use, copying, or disclosure of Oxford Confidential Information. 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 the Oxford Group'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 any member of the Oxford Group that result from any disclosure of any Oxford Confidential Information or any portion of the Website 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 Metrichor Ltd. and 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 Oxford

Confidential Information. The Metrichor Interface and Instrument Data are treated by Oxford as trade secrets.

10.5. Restricted Rights Notice. The Website made available under this Agreement incorporates commercial computer software programs developed exclusively at private expense. Use, duplication and disclosure by any government shall be in accordance with, and subject to the 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 the Oxford Group 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. This data may be reproduced and used by the government with the express limitation that it will not, without written permission of Metrichor Ltd. and 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. The Oxford Group reserves all rights and licenses not expressly granted under this Agreement, including, without limitation, all rights in trademarks and associated goodwill.

11. Right to Amend Agreement. Metrichor Ltd. may update these terms from time to time on notice to Customer; provided that, if Customer is adversely affected by such update, Customer has the option to terminate this Agreement by providing written notice to Metrichor Ltd. of its intent to terminate within five (5) days after such notice is published, and if Customer does not provide such notice of intent to terminate within such five-day period, the updated terms shall apply to Customer; and provided further that, such revised terms shall only apply to Orders accepted after such change was published by Metrichor Ltd.

## 12. Term and Termination

12.1. Termination. Metrichor Ltd. shall have the right to terminate this Agreement immediately and without notice if, (a) in Metrichor Ltd.'s sole and reasonable judgment, Customer has breached the terms of this Agreement or otherwise engaged in activity that may cause liability to any member of the Oxford Group or (b) Customer files an action or commences a proceeding contesting the Oxford Group's ownership of or the validity or novelty of any patent of the Oxford Group. In such case, Metrichor Ltd. may immediately disable Customer's Account. In any case, Metrichor Ltd. may terminate this Agreement with Customer upon thirty (30) days' prior written notice for any reason. Customer may terminate this Agreement and the License granted hereunder at any time by ceasing access to and use of the Website and notifying Metrichor Ltd. in writing of its intent to terminate.

12.2. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the rights and licenses granted to Customer under this Agreement shall immediately terminate and (b) Customer shall immediately cease using and uninstall, if applicable, all instances of the Website, and return, or, at Metrichor Ltd.'s request, destroy, all tangible embodiments of the Website 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 the continuing rights of Metrichor Ltd. under Sections 4 and 9 of this Agreement.

### 13. DISCLAIMER, LIMITED WARRANTIES

13.1. LIMITED WARRANTY. THE WEBSITE IS PROVIDED “AS IS” AND, EXCEPT FOR ANY WARRANTY, CONDITION OR GUARANTEE THAT CANNOT BE EXCLUDED BY LAW, ALL WARRANTIES IMPLIED OR OTHERWISE ARE EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY SUCH WARRANTIES, CONDITIONS OR GUARANTEES WHICH CANNOT LAWFULLY BE EXCLUDED, 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 WEBSITE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE (INCLUDING ANY PURPOSE RELATING TO A CUSTOMER’S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS). WITHOUT LIMITATION OF THE FOREGOING, THE OXFORD GROUP EXPRESSLY DOES NOT WARRANT THAT THE WEBSITE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM CUSTOMER’S USE OF THE WEBSITE. CUSTOMER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE WEBSITE. The Oxford Group makes no warranty or representation and gives no indemnity in respect of any third party's products, whether or not obtained from the Oxford Group. The Oxford Group’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 of purchase in relation to such product. Any samples, training materials, descriptive material or advertising related to the Website, whether or not produced by the Oxford Group and any descriptions contained in or on the Oxford Group’s websites or in the Oxford Group’s marketing materials or product literature are produced for the purpose of general information only and shall not form part of this Agreement or have any contractual force. 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 the Agreement.

13.2. CONNECTIVITY. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE WEBSITE, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND CONTROL AND JURISDICTION OF OXFORD. ACCORDINGLY, THE OXFORD GROUP ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE WEBSITE. THE OXFORD GROUP MAKES NO WARRANTIES AS TO THE SECURITY OF CUSTOMER COMMUNICATIONS. THE OXFORD GROUP MAKES NO WARRANTIES AS TO THE SECURITY OF DATA , OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMERS’ COMPUTER(S) OR ONLINE



COMMUNICATIONS. CUSTOMER AGREES THAT NO MEMBER OF THE OXFORD GROUP WILL BE LIABLE FOR ANY SUCH ACCESS.

14. LIMITATION OF LIABILITY. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW, NO MEMBER OF THE OXFORD GROUP WILL 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 METRICHOR LTD.'S NEGLIGENCE), IN CONTRACT, UNDER STATUTE OR OTHERWISE). SUBJECT TO SECTION 16.4, IN ALL EVENTS THE MAXIMUM DAMAGES OF ANY TYPE FOR WHICH ANY MEMBER OF THE OXFORD GROUP SHALL BE LIABLE UNDER OR RELATED TO THIS AGREEMENT IS 100 U.S.D. (IF CUSTOMER IS LOCATED IN THE U.S.) OR 100 G.B.P. (IF CUSTOMER IS LOCATED IN THE U.K.). Any action for breach of Agreement must be commenced within one year of the accrual of the cause of action, 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.

15. 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 the Oxford Group's written instructions; (c) Customer Group's use of any materials made available hereunder; or (d) any introduction by the Customer Group of hazardous substances into or onto any materials made available hereunder.

16. General Provisions

16.1. Export Controls. Customer represents and warrants that Customer is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the U.S. or the EU has prohibited export and that Customer and relevant Customer personnel are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is Customer listed on the United States Department of Commerce Table of Denial Orders. The Website or part thereof may be subject to local export control laws and regulations and Customer must not, directly or indirectly, sell, export, re-export, transfer, divert or otherwise send the Website or associated information or technology to any destination or person prohibited under US, EU or other local laws or regulations and the Customer will not use the Website for, and will not allow the Website to be used for, any purposes prohibited by Law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. The Website may only be used in the jurisdiction to which they are delivered and may not be redistributed.



16.2. New Zealand Customers. This Section 16.2 applies only if the Customer is located in New Zealand. To the extent permitted by applicable law, each party agrees (a) that it is “in trade” (as such term is generally understood under the laws of New Zealand) and (b)(i) to contract out of Sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 and (ii) that it is fair and reasonable that the parties be bound by this provision.

16.3. Australian Customers. This Section 16.3 applies only if the Customer is located in Australia. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term of condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the *Competition and Consumer 2010* (Cth) (“Australian Non-Excludable Provision”). To the maximum extent permitted by law, Metrichor Ltd.’s entire liability for breach of an Australian Non-Excludable Provision in relation to this Agreement or the Customer’s use of the Website is limited to repairing the Website.

16.4. United Kingdom Customers. This Section 16.4 applies only if the Customer is located in the United Kingdom. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term of condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Unfair Contract Terms Act 1977, as amended by the Consumer Rights Act 2015 (the “UTCA”) (a “Non-Excludable Provision”). To the maximum extent permitted by law, the Parties agree that any limitation of liability, remedy, warranty, guarantee or other term of condition set forth in this Agreement is reasonable (as such term is defined in the UTCA). To the maximum extent permitted by law, in the event any limitation of liability, remedy, warranty, guarantee or other term of condition set forth in this Agreement (a) is deemed not to be reasonable (as such term is defined in the UTCA) and is therefore not excludable or (b) is otherwise deemed to be a Non-Excludable Provision, Metrichor Ltd.’s entire liability for breach of a Non-Excludable Provision in relation to this Agreement or the Customer’s use of the Website is limited to repairing the Website.

16.5. PRC Customers. This Section 16.5 applies only if the Customer is located in the People’s Republic of China. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term of condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Contract Law of the People’s Republic of China (the “PRC Contract Law”) and the Interpretations of the Supreme People’s Court of the People’s Republic of China on the PRC Contract Law (a “Chinese Non-Excludable Provision”). To the maximum extent permitted by law, OXFORD’S ENTIRE LIABILITY FOR BREACH OF A CHINESE NON-EXCLUDABLE PROVISION IN RELATION TO THIS AGREEMENT OR THE CUSTOMER’S USE OF THE GOODS IS LIMITED TO (AT OXFORD’S OPTION): (A) REPLACING THE RELEVANT GOODS, (B) SUPPLYING THE RELEVANT GOODS AGAIN OR (C) REPAIRING THE RELEVANT GOODS, IN ANY SUCH CASES IN ACCORDANCE WITH THIS AGREEMENT.

16.6. Audit. To audit compliance with this Agreement, Customer agrees that upon five (5) days’ notice, Metrichor Ltd. 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 Metrichor Ltd. may terminate this Agreement immediately. Nothing in this

clause shall be deemed to limit any legal or equitable remedies available to either party and Metrichor Ltd. is entitled to pursue equitable remedies to the fullest extent permitted under applicable law.

16.7. 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 91/250/EEC and similar laws), Customer agrees to provide Metrichor Ltd. 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.

16.8. Non-Waiver. A waiver by any member of the Oxford Group 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.

16.9. 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: (a) if delivered personally, on the date of delivery; (b) if sent by prepaid first class post or other next working day delivery service, on the second business day after posting; (c) if delivered by commercial courier, on the date the courier's delivery receipt is signed; or (d) if sent by fax or email, one business day after transmission.

16.10. 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: (a) with respect to the Website used within North or South America, 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, and (b) with respect to the Website used outside North or South America, the laws of England. Customer hereby consents to the exclusive jurisdiction of: (a) with respect to the Website used within North or South America, the state and federal courts located in the State of New York, and (b) with respect to the Website used outside North or South America, the courts located in England, for resolution of any dispute or claim arising in connection with this Agreement. Notwithstanding the foregoing, with respect to Goods used outside North or South America, Metrichor Ltd. and any third party beneficiaries of this Agreement may, at its sole option, enforce this Agreement in any jurisdiction in which Customer is subject to suit. For the

avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply.

16.11. Successors and Third Party Beneficiaries. A person who is not a party to this Agreement shall have no right to enforce its terms, except for Metrichor Ltd. and 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.

16.12. Titles. The titles to the sections and paragraphs of this Agreement are solely for the convenience of the Parties and are not an aid in the interpretation of the Agreement.

16.13. Entire Agreement and Acknowledgement. This Agreement, together with the incorporated terms and conditions, constitutes the complete and exclusive agreement between Customer and Metrichor Ltd. 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 a purchase order, or which are implied by statute, trade, custom, practice or course of dealing.

16.14. Construction of Agreement. For the purposes of this Agreement, the use of the singular shall include the plural, and vice versa, and the use of the conjunctive shall include the disjunctive and vice versa.

16.15. Governing Language. For all purposes, this English language version of this Agreement shall be the original, governing instrument and understanding of the Parties. In the event of any conflict between the English language version of the agreement and any subsequent translation into any other language, this English language version shall govern and control.

16.16. Assignment. Metrichor Ltd. may at any time assign, transfer, mortgage, charge, subcontract or deal in any other way with any or all of Metrichor Ltd.'s rights and obligations under this Agreement in connection with a merger, change of control or sale of assets. 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 Metrichor Ltd.'s prior written consent.

16.17. Survival. The provisions of Section 3.2, 3.3, 4.1, 4.6, 5.2, 6.2, 8 through 10, 12.2 and 13 through 16 shall survive any expiration or termination of this Agreement for any reason.

I, THE CUSTOMER TO WHICH THE PRECEDING TERMS AND CONDITIONS REFER, ACKNOWLEDGE THAT I HAVE READ THE PRECEDING TERMS AND CONDITIONS OF THIS AGREEMENT, THAT I UNDERSTAND THEM AND THAT I HEREBY 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 METRICHOR LTD. AT support@nanoporetech.com.