

NANOPORE PRODUCT TERMS AND CONDITIONS

PLEASE READ THIS CONTRACT (THIS “AGREEMENT”) CAREFULLY. BY CLICKING “ACCEPT” YOU (THE “CUSTOMER”) AFFIRM THAT (A) YOU HAVE READ ALL THE TERMS CONTAINED HEREIN, (B) THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU AND (C) YOU ARE AUTHORIZED TO REPRESENT AND BIND ANY PERSON FOR WHOM YOU WORK. IF YOU DO NOT AGREE, DO NOT CLICK “ACCEPT” OR COMPLETE THE ORDER.

Purpose and Scope. These are the contractual terms and conditions under which Oxford makes available its Hardware and Consumables to Customer. Some of Oxford’s products and services are subject to software and other license agreements and other written contract terms that are not provided herein. This Agreement, together with Customer’s Order, create a contract between Oxford and Customer for the purchase and sale of the Goods. If any terms of this Agreement conflict with Customer’s Order, the terms of this Agreement control.

Customer’s Intended Use. Customer does not purchase the Goods 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. Definitions

- 1.1. “**Affiliate**” shall, with respect to any Person, mean a Person controlled by, under common control with or controlling such Person.
- 1.2. “**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.
- 1.3. “**Biological Data**” shall mean any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the sample materials. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.
- 1.4. “**Commercial**” shall mean primarily intended for or directed towards commercial advantages or monetary compensation.
- 1.5. “**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.

- 1.6. “**Consumables License**” shall have the meaning given in Section 2.1.2 of this Agreement.
- 1.7. “**Contaminated Flow Cells**” shall mean Flow Cells that have been used with or otherwise in contact with materials of Biohazard Level 3 or higher.
- 1.8. “**Delivery Location**” shall have the meaning given in Section 3.1 of this Agreement.
- 1.9. “**Device**” shall mean the MinION, the GridION, the PromethION or any combination thereof, to the extent purchased by Customer from Oxford pursuant to an Order.
- 1.10. “**Documentation**” shall mean Oxford’s user manuals, package inserts and similar documentation for the Goods in effect on the day the Goods ship, which may contain additional terms and conditions, whether provided with the Goods at the time of shipment or electronically on Oxford’s website.
- 1.11. “**Excluded Claims**” shall have the meaning given in Section 9.1 of this Agreement.
- 1.12. “**Feedback**” shall have the meaning given in Section 4.2 of this Agreement.
- 1.13. “**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.
- 1.14. “**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.
- 1.15. “**Goods**” shall mean, together, the Hardware and Consumables.
- 1.16. “**Goods Licenses**” shall have the meaning given in Section 2.1.2 of this Agreement.
- 1.17. “**GridION**” shall mean the outer casing into which five Flow Cells fit, and associated electronic components.
- 1.18. “**Hardware**” shall mean Devices and Flow Cells.

- 1.19. “**Hardware License**” shall have the meaning given in Section 2.1.1 of this Agreement.
- 1.20. “**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.
- 1.21. “**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.
- 1.22. “**Invoice**” shall have the meaning given in Section 3.5.1 of this Agreement.
- 1.23. “**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 any law, order or regulation of another sovereign with jurisdiction over Customer or the Goods.
- 1.24. “**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.
- 1.25. “**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.
- 1.26. “**MinION**” shall mean the outer casing into which one Flow Cell fits, and associated electronic components.
- 1.27. “**Non-Commercial**” shall mean not intended for or directed towards commercial advantages or monetary compensation.
- 1.28. “**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.
- 1.29. “**Oxford**” shall mean with respect to any Order, the member of the Oxford Group that is a counterparty to such Order.

- 1.30. “**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 shall not be limited to, the Consumables, Hardware pricing, Consumables pricing, Order interface specifications, equipment, Software, Instrument Data, Oxford Group research, development, trade secrets, software design, data collection, inventions, source code, APIs, 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).
- 1.31. “**Oxford Group**” shall mean Oxford Nanopore Technologies, Ltd., and any of its Affiliates.
- 1.32. “**Oxford Proprietary Information**” shall mean (a) the Hardware, Software, the Metrichor Interface and Instrument Data; and (b) all other materials owned or licensed by any member of the Oxford Group, including, the design and processes used to manufacture the Goods and any Intellectual Property Rights therein or appurtenant thereto.
- 1.33. “**Party**” or “**Parties**” in singular or plural usage, shall mean Customer or Oxford as required by the context.
- 1.34. “**Person**” shall mean any individual, firm, partnership, company, corporation, association, organization, government, government agency or other legal entity.
- 1.35. “**PromethION**” shall mean the outer casing into which forty-eight Flow Cells fit, and associated electronic components.
- 1.36. “**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.
- 1.37. “**Research Use**” shall have the meaning given in Section 2.2.2 of this Agreement.
- 1.38. “**Service Provider**” shall mean a Customer that has paid Oxford the applicable fee specified in Customer’s Order to become a 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>, as may be amended from time to time at Oxford’s sole discretion, or as otherwise stated on the Order,

- 1.39. “**Sequencing Kit**” shall mean kits for preparation of Customer’s samples.
- 1.40. “**Single Pores**” shall mean the channels or nanopores on a Flow Cell through which molecules are sensed which are measurable individually.
- 1.41. “**Software**” shall mean Oxford’s MinKNOW software, Metrichor Agent software, Base Caller software, and other Device software, as applicable, whether embedded in the Hardware or provided separately, and related documentation.
- 1.42. “**Specifications**” shall mean Oxford’s written specifications for the specific version of the Goods in effect on the date the Goods ship from Oxford.
- 1.43. “**Wash Kit**” shall mean the wash or flushing solution.

2. Provision of Goods

2.1. Grants of Rights to Goods

- 2.1.1. Grant of Rights to Hardware. Contingent upon Customer’s acceptance of this Agreement, and subject to its terms, Oxford hereby grants, under Oxford Group’s Intellectual Property Rights other than Application Specific IP, to Customer a non-exclusive, non-transferable, limited, personal, revocable right to use any Devices and Flow Cells made available by Oxford to Customer solely together (and not in combination with third party products), as specified in an Order referencing this Agreement and solely for Non-Commercial Research Use in accordance with this Agreement and the Documentation, as may be amended from time to time (the “Hardware License”). Since there is a useful life for the Flow Cells, the license extends solely for the period of time specified in the Order. Customer acquires no title or proprietary rights in the Hardware. This Hardware License does not give Customer the right to use the Hardware to provide non-research services to any third party. The Hardware may be used solely with the Consumables. Customer acknowledges that the Devices, including, without limitation, the GridION 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.
- 2.1.2. Grant of Rights to Consumables. Contingent upon Customer’s acceptance of this Agreement, and subject to its terms, Oxford hereby grants, under 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 Consumables purchased by Customer

from Oxford with the Hardware, as set forth in an Order referencing this Agreement, solely for Non-Commercial Research Use in accordance with this Agreement and the Documentation, as may be amended from time to time (the “Consumables License,” and, together with the Hardware License, the “Goods Licenses”). Since there is a useful life for the Consumables, the license extends solely for the period of time specified in the Order. This Consumables License does not give Customer the right to use the Consumables to provide non-research services for any third party.

- 2.1.3. Software, Data and Metrichor. Customer’s rights under this Section 2.1 are contingent upon Customer’s acceptance of the MinKNOW / Metrichor Agent End User License Agreement, if applicable, and the Metrichor Terms of Use. Customer acknowledges and agrees that acceptance of this Agreement operates as acceptance of the MinKNOW / Metrichor Agent End User License Agreement, if applicable, and the Metrichor Terms of Use, the terms of which are incorporated by reference herein. Further, use of the Goods requires internet connectivity between Customer and Oxford or its affiliate and appropriate configuration of firewalls to facilitate transfer of data between Customer and Oxford. The GridION uses Linux operating system, which comes preinstalled. Linux is licensed separately pursuant to the GNU General Public License (GNU GPL or GPL).

2.2. Restrictions on Rights

- 2.2.1. Use Restrictions. The Goods shall not be used (i) by any Person that is, or is affiliated with, a current or potential competitor of the Oxford Group; (ii) on behalf of or for the benefit of any such competitor; (iii) 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 (iv) for monitoring, benchmarking or other competitive purposes. Customer represents and warrants that Customer will not use the Goods in contravention of this provision. Without limiting the generality of the foregoing, competitor shall (A) 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 and (B) 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.
- 2.2.2. Research Use Only. Customer’s Goods Licenses shall be granted solely for Customer’s Research Use. “Research Use” means use for internal research (which includes research services provided to third parties (“Third Party Research Services”), provided such services are not Commercial) and **specifically excludes** any act by Customer, or if permitted by Customer and the terms of this Agreement, a third party to:

(a) use the Goods or Software other than in accordance with this Agreement, the Goods' Specifications, Oxford's instructions or the Documentation; (b) use the Goods or Software in a manner that requires grants of rights or a license to Application Specific IP; (c) use Consumables, where such use is a re-use of a previously used Consumable; (d) use the Goods or Software for a clinical, diagnostic, Commercial or other non-research purpose; (e) use the Hardware in conjunction with reagents or consumables not sold by or authorized for use with the Hardware by Oxford; (f) use the Consumables in conjunction with non-Oxford hardware, flow cells or devices; (g) modify or create any derivative works of the Goods (except to the extent applicable laws specifically prohibit such restriction); (h) copy the Goods or Software except as approved in writing by Oxford (except to the extent applicable laws specifically prohibit such restriction); (i) separate the Goods into their component parts; (j) 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); (k) extract or isolate components of the Goods or subject them to non-authorized analysis; (l) gain access to or determine the methods of operation of the Goods or Software; (m) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to Goods or Software; or (n) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Goods, Software or components thereof.

2.2.3. Useful Life. Customer acknowledges and agrees that Hardware is authorized for multiple uses, but shall not be reused longer than its useful life, which useful life is stated on the Oxford website at <http://www.nanoporetech.com> or as otherwise stated on the Order. Customer acknowledges and agrees that Consumables are authorized for single use only in accordance with Documentation. Customer shall not use Consumables with products other than the Hardware. Customer shall use Consumables within the number of weeks following delivery that is posted by Oxford on its website for the particular type and mix of Consumables ordered and shall not use Consumables after such time. Customer acknowledges and 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 as Oxford may request from time to time.

2.4. Returning Hardware. Customer shall keep the Hardware in Customer's possession at the Delivery Location until Customer returns them to Oxford or destroys them in accordance with Oxford's instructions. Customer shall not resell, distribute or transfer the Hardware to any third party. Customer shall return to Oxford, using

the prepaid packaging provided by Oxford, the Flow Cells as soon as reasonably possible, 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. Additionally, Customer shall, upon termination of this Agreement, return to Oxford, using the prepaid packaging provided by Oxford, all Hardware to which Customer has rights and which remain in Customer's possession or the possession of third party at the time of such termination (except Contaminated Flow Cells). Oxford reserves the right to recover from Customer monetary compensation for any Hardware not returned or for which proof of legal and appropriate destruction of Contaminated Flow Cells has not been provided to Oxford.

2.5. Commercial Use of GridION or PromethION. 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 <http://www.nanoporetech.com>, 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:

2.5.1. Waiver. Notwithstanding the provisions of Section 2, as to any Service Provider, "Research Use" may include Commercial use of the GridION or PromethION so long as and on the condition that (1) 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 2.5.1) by a Customer that is a Service Provider; (2) such services are not provided to any third party who would fall within the categories set forth in clauses (i) through (iv) of Section 2.2.1 above; (3) Customer otherwise remains bound by the limitations and restrictions on its right to use the Goods contained in this Agreement; (4) Customer provides such services to third parties only after entering into an agreement with each such third party including (A) limitations and restrictions on the use of Goods and Data obtained thereby which are substantially identical to those contained in this Agreement, (B) confidentiality obligations no less favorable to Oxford than those contained in this Agreement, (C) a covenant making Oxford an express third party beneficiary of such agreement, and (D) a covenant requiring each such third party to register with Oxford following instructions provided in the Order; and (5) Customer provides to such third parties documents and/or information, as provided by Oxford, explaining that (A) Customer provides services using the Goods and (B) additional applications and analyses of the Biological and/or Instrument Data collected using the Goods are available on the Metrichor Interface, or as otherwise specified by Oxford. Notwithstanding the provisions of Section 4.1.1 but subject to Service Provider's compliance with this Agreement, Service Providers may make available to their end customer Biological Data within the first forty-eight (48) hours after such Data is first written to a disk so long as they do not use any third party

Commercial software (unless authorised by Oxford via notice on its website), or any third party Commercial services to process the Instrument Data from which the Biological Data is derived.

2.5.1.1. Terms with Third Parties. Customer may provide such services to third parties only if Customer's agreements with such third parties at all times include limitations and restrictions on use of the Goods and Data obtained thereby substantially identical to those contained in this Agreement.

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

2.5.1.3. Indemnification of Third Parties. Third parties obtain no rights to indemnification by Oxford hereby. Customer is solely responsible to indemnify third parties to whom it provides services in connection with or arising out of Customer's use of the Goods or the services provided by Customer using the Goods. Customer shall defend, indemnify and hold harmless Oxford, its affiliates and their officers and employees from and against damages, liabilities, costs and attorneys' fees incurred by Oxford in connection with or as a result of Customer's use of the Goods and/or provisions of services to third parties using Goods.

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

2.5.1.5. Oxford Language. Customer shall provide to third parties to whom it provides services using GridION or PromethION such documents and/or information, as provided by Oxford, explaining that (a) Customer provides services using the GridION or PromethION, (b) additional applications of the Data collected using the Goods are available on the Metrichor Interface and (c) such third parties must register an account with Metrichor by following the instructions set forth in such documents or contained in such information in order to receive the services provided by Customer. Customer shall include confidentiality obligations and use restrictions no less favorable to Oxford than those in this Agreement and a covenant making Oxford an express third party beneficiary of provisions in its agreements with its customers to whom it provides services using the GridION or PromethION.

3. Orders; Delivery; & Payment

- 3.1. Orders. Customer may request orders for Goods to be delivered over a period of up to twelve (12) months; provided that, at least the minimum number of any Goods ordered as stated on the Order must be scheduled for delivery at the time of the Order. All requests for orders are subject to acceptance by Oxford. Unless otherwise specified in an Order, there is up to a one (1) month lead time from acceptance by Oxford of an Order (or a request for delivery of Goods previously ordered) and delivery of the Goods to the carrier.
- 3.2. Delivery. Oxford will aim to deliver the Goods to the carrier by the delivery date(s) specified in Customer's Order for purchase of Goods; provided, however, 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 Customer's Order (the "Delivery Location"). The Goods are deemed delivered upon loading onto the commercial carrier at Oxford's facility. From the time of such delivery, Customer is responsible for the risk of loss of or damage to the Goods; provided, that, if specified in the Order, Oxford will procure insurance on Customer's behalf to cover risk of loss during shipment. If the Goods are lost or damaged while being transported, Oxford will help Customer in communicating with the carrier with respect to such lost and/or damaged Goods. Title to Consumables passes upon delivery of the Consumables to the commercial carrier; Customer takes no title in the Hardware.
- 3.3. Inspection. Customer shall make prompt inspection of the Goods to confirm that they have arrived without damage, defect or shortage and run a quality control check on the Flow Cells in accordance with the Specifications. 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 ten (10) business days after the day on which the Goods were delivered to the Delivery Location. Oxford's Customer Solutions group will provide Customer with instructions on returning the Goods and on procuring replacements for the Goods. If Customer does not contact Oxford within this ten-day period, Oxford will deem the Goods accepted by Customer.
- 3.4. Pre-printed Terms. Each Order once accepted by Oxford, as confirmed by an email from Oxford, shall become binding upon Customer and Oxford and shall be governed by the terms set out in this Agreement. Any terms proposed in Customer's acceptance of a quotation or a purchase order which 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.
- 3.5. Fees; Shipping Costs; Taxes.

- 3.5.1. Fees. The price of the Goods (the “Fee”) is as shown in Customer’s Order. Oxford will provide Customer with an invoice setting forth the Fee and other charges, if any, set out in Section 3.5.2. of this Agreement or in the Order, payable by Customer under Customer’s Order (the “Invoice”) upon notice of each delivery under Customer’s Order.
- 3.5.2. Shipping Costs; Taxes; Insurance. Oxford will not 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. If any such charges apply, Oxford will add them to Customer’s Invoice and Customer is responsible to pay such charges in accordance with the payment terms applicable to the payment of Fees, as set forth in Section 3.6. If Customer is a tax exempt Person, Oxford may require proof of such status.
- 3.6. Payment Terms. Customer agrees to pay to Oxford the Fee and other charges under Customer’s Order in full according to the payment terms set forth in Customer’s 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 must be paid within twelve (12) months of the Order date and any Goods ordered but not scheduled for delivery within twelve (12) months of the Order date are forfeited, unless the delay is caused by Oxford. All payment must be in the manner and currency specified in the Order. Time of payment is of the essence. Customer shall not attempt to set off payments from one Invoice or Order against another Invoice or Order. However, Oxford may set off any amount owed to Customer against any amount Customer owes to Oxford under this Agreement or any separate agreement. If Customer is late in making payment on any Order, without affecting Oxford’s other rights, Oxford may (i) suspend delivery under the Order or cancel the Order, (ii) reject future Orders from Customer and/or (iii) charge Customer a late-payment charge from the date payment is due until the past-due Invoice(s) is paid at the rate of 4% above the base rate of Barclays Bank per month or the highest rate allowed by law, whichever is less. If Oxford appoints a collection agency or an attorney to recover any unpaid amounts, Oxford may charge Customer and Customer agrees to pay all reasonable costs of collection, including all reasonable attorneys’ fees. Fees paid are not refundable.
- 3.7. Insolvency. To the extent permissible under applicable law, if Customer becomes subject to any of the events listed below or Oxford reasonably believes that Customer is about to become subject to any of them 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 for so doing, and any outstanding amounts in respect of the Goods delivered to Customer will become immediately due. For the purposes of this Section 3.7, the relevant events are: Customer insolvency; Customer proposal of an individual, company or partnership voluntary arrangement; having a receiver, administrator or manager appointed over the

whole or any part of Customer's business or assets; a petition presented, order made or resolution passed for Customer's winding up, bankruptcy or dissolution; if Customer should otherwise propose or enter into any composition or arrangement with Customer's creditors or any class of them; if Customer ceases or threatens to cease to carry on business or if Customer claims the benefit of a statutory moratorium; or Customer suffers any event which is analogous to any of these events in any part of the world.

4. License Grant and Obligations

4.1. Instrument Data.

4.1.1. Grant of License to Data. Contingent upon Customer's acceptance of this Agreement, and subject to its terms, Oxford hereby grants, under Oxford Group's Intellectual Property Rights other than Application Specific IP, to Customer a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to use Instrument Data solely in connection with use of associated Goods during the term, as defined in Section 6.1 of this Agreement. Customer shall not, and shall not permit any third party to, disclose, transmit, use or process Instrument Data, or attempt to do any of the foregoing, except in accordance with the terms of this Agreement and any other agreements to which Customer is or, from time to time, becomes bound with respect to Customer's use of the Goods, Software or Metrichor Interface. Customer further agrees not to make available to any third party Biological Data or Instrument Data or use any third party Commercial software (unless authorised by Oxford via notice on its website) to process 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 Data is first written to a disk at Customer's direction. Customer acknowledges and agrees that Customer's or Service Provider's access to, download of and/or use of the Goods, Software or Metrichor Interface may require that Instrument Data and Biological Data be transmitted, processed or stored offline, outside of the Software or Metrichor Interface or outside of Customer's state or country solely as required to provide to Customer or improve the Goods or services or manage Oxford's business.

4.1.2. Pseudomized Health Data. 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 Oxford 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, EU Data Protection Directive (Directive 96/46/EC on the Protection of Individuals With Regard to the Processing of Personal Data and on the

Free Movement of Such Data), Personal Data Protection Act 2012 (No. 26 of 2012), Privacy Act 1988 (Cth)). 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.

- 4.2. Grant of License in Feedback. Customer hereby grants Oxford a worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up right and license to use, copy, modify, sell, publish, distribute, sub-license and create derivative works using suggestions, comments and feedback regarding the Oxford Proprietary Information and any content Customer may add to Oxford's Resources and Support website (collectively, "Feedback") in any manner and for any purpose. Any of the members of the Oxford Group may, in its sole discretion, and without compensation to or attribution of Customer or any third party, use Feedback Customer provides in any way, including in future modifications of the Goods, Software and/or Metrichor Interface. Customer represents that Customer's Feedback is not subject to any license terms that would purport to require any of the members of the Oxford Group to comply with any additional obligations with respect to any products that incorporate any Feedback. With respect to any Customer that is a U.S. government entity, the foregoing right and license shall be construed as a non-exclusive permission and shall apply only to the extent permitted under applicable U.S. federal law.
- 4.3. No Infringement. Customer shall take no action that, in any way, would infringe Intellectual Property Rights in the copyrighted programs, Goods, Software, Metrichor Interface or data of the Oxford Group, or that would infringe Intellectual Property Rights in Oxford Proprietary Information. Customer shall not remove any proprietary, copyright, confidential or trade secret legend from any portion of the Goods or any data or support materials provided to Customer by Oxford.
- 4.4. 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 Goods 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 will in no event use or allow use of the Goods 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.
- 4.5. Regulatory Acknowledgement. The Goods are labeled for Research Use only. Customer acknowledges and agrees that (a) the Goods 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 are not for use in diagnostic, therapeutic or clinical procedures; (c) the Goods 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. Customer further acknowledges and agrees to comply with all applicable Laws when using, maintaining and disposing of the Goods.

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 the Intellectual Property Rights in the Oxford Proprietary Information and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights. Except where prohibited under applicable law, Customer agrees not to contest Oxford's ownership of any copyright or any other applicable Intellectual Property Right in the Software. Customer shall have a license to use the Goods, and the Intellectual Property Rights therein, only to the extent specifically provided in this Agreement.
- 5.2. 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.
- 5.3. Reservation of Rights. Each party reserves all of its rights. Except for any express license herein, no license is granted.
- 5.4. Confidential and Proprietary Information.
 - 5.4.1. 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 Oxford in writing, the Goods, including the specific design and structure of individual components, provided to Customer by any member of the Oxford Group constitute confidential proprietary information and trade secrets of Oxford. Customer agrees not to transfer, copy, disclose, provide or otherwise make available Oxford Confidential Information to any third party, except in the provision of Third Party Research Services using the Goods in accordance with the terms of this Agreement or as permitted under Section 2.5 with respect to GridION or PromethION, without the prior written consent of Oxford.

- 5.4.2. Customer agrees to use best efforts to maintain the security of the 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 the Goods. 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, Specifications and Instrument Data are treated by Oxford as trade secrets.
- 5.4.3. 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 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), 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 may be dependent on rights to use software separately licensed on a non-transferable basis.
- 5.5. Restricted Rights Notice. The Goods 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 be effective as of the date on which Customer submits its Order and will remain in effect for one (1) year unless earlier terminated.

6.2. Termination. Except as otherwise provided in Section 10.2, 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 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 Sections 2 or 3 of this Agreement or (b) Customer filing an action or commencing a proceeding contesting Oxford's ownership of or the validity or novelty of any Oxford patent. Any breach by Customer of any agreement between Service Provider and Customer may, at Oxford's discretion, be deemed a breach of this Agreement and/or any of the Agreements between the parties. Termination of this Agreement shall automatically terminate the MinKNOW/Metrichor Agent End User License Agreement.

6.3. 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 return the Goods, and return, or, at Oxford's request, destroy, all tangible embodiments of the Goods 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 Oxford under Section 4 of this Agreement.

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. All warranties are specific to the Delivery Location and do not transfer if the Goods are moved from the Delivery Location.

7.1. Warranty for Hardware. Oxford warrants to Customer during the term of this Agreement that: (a) Devices will perform according to Specifications in all material respects and (b) the number of Single Pores per Flow Cell shall be

greater than or equal to the number of Single Pores specified in the applicable Order, solely as determined by reference to Instrument Data collected by Oxford's Software from completion of the quality control testing required under Section 3.3. 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 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.

- 7.2. Remedy and Procedure for Warranty Coverage. Oxford will, at its sole option, repair a non-conforming Device covered by this warranty with functionally equivalent, reconditioned or new Device. Oxford will, subject to Customer's compliance with Section 3.3, replace a non-conforming Flow Cell covered by this warranty. In order to be eligible for repair or replacement under this warranty, in addition to compliance with Section 3.3, 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, transportation charges prepaid, to Oxford following Oxford's instructions 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 obligations under this warranty.
- 7.3. Consumables. 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; (c) Force Majeure events or (d) use with a third party's good not provided by Oxford
- 7.4. Third Party Goods and Warranty. Oxford makes no warranty or representation and gives no indemnity in respect of any third party's products, whether or not obtained from Oxford. 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 of purchase in relation to such product.
- 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 AND SUBJECT TO ANY SUCH WARRANTIES, CONDITIONS OR GUARANTEES WHICH CANNOT LAWFULLY BE

EXCLUDED, OXFORD 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, 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, OXFORD EXPRESSLY DOES NOT WARRANT THAT THE GOODS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE GOODS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM CUSTOMER'S USE OF THE GOODS. 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 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). SUBJECT TO SECTION 10.3, IN ALL EVENTS, THE MAXIMUM DAMAGES OF ANY TYPE FOR WHICH THE OXFORD GROUP SHALL BE LIABLE UNDER THIS AGREEMENT FOR CUSTOMER'S USE OF THE GOODS IS 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 DEATH OR PERSONAL INJURY CAUSED BY OXFORD'S GROSS NEGLIGENCE OR FRAUD, FRAUDULENT MISREPRESENTATION OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW. Any action for breach of Agreement or claim for indemnification must be commenced within one year of delivery of the Goods 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. Subject to these terms and conditions, including, without limitation, the exclusions listed below, Oxford shall defend, indemnify and hold harmless Customer against damages up to one million U.S. Dollars finally awarded in any legal action brought by a third party against the Customer alleging that the Goods, when used for Research Use, in accordance with this

Agreement, the Documentation and the Goods' Specifications, infringe the Intellectual Property Rights of a third party which are valid and enforceable under the laws of the U.S. 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 in any manner or for any purpose other than Research Use, (b) the use of the Goods in any manner not in accordance with the Specifications, the Documentation or this Agreement, (c) the use of the Goods in combination with any other products, materials or services not provided by Oxford, (d) the use of the Goods to perform any process not supplied by Oxford, (e) Customer's breach of any terms of this Agreement, (f) Customer's modification of the Goods or (g) Customer's failure to acquire additional Intellectual Property Rights necessary to use the Goods outside the scope of this Agreement (together, the "Excluded Claims"). 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 defense, (iii) allow Oxford, at its sole option, to solely control the defense or settlement of the claim and (iv) give Oxford reasonable information, cooperation and assistance. THIS INDEMNITY IS OXFORD'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.

9.2. Avoidance of Infringement. If Oxford believes that the Goods 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, (b) modify or replace the Goods 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 and refund Customer the depreciated value of the returned Goods 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; or (d) any introduction by the Customer Group of hazardous substances into or onto any materials made available hereunder.

10. General Provisions

10.1. 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 Goods 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 Goods or associated information or technology to any destination or person prohibited under U.S., EU or other local laws or regulations and the Customer will not use the Goods for, and will not allow the Goods 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 Goods may only be used in the jurisdiction to which they are delivered and may not be redistributed.

- 10.2. New Zealand Customers. This Section 10.2 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.
- 10.3. Australian Customers. This Section 10.3 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) (“Non-Excludable Provision”). To the maximum extent permitted by law, Oxford’s entire liability for breach of a Non-Excludable Provision in relation to this Agreement or the Customer’s use of the Goods is limited to (at Oxford’s option): (i) replacing the relevant Goods, (ii) supplying the relevant Goods again or (iii) repairing the relevant Goods, in any such case in accordance with Sections 3.3 and 7.2.
- 10.4. United Kingdom Customers. This Section 10.4 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 (i) is deemed not to be reasonable (as such term is defined in the UTCA) and is therefore not excludable or (ii) is otherwise deemed to be a Non-Excludable Provision,

Oxford's entire liability for breach of a Non-Excludable Provision in relation to this Agreement or the Customer's use of the Goods is limited to (at Oxford's option): (i) replacing the relevant Goods, (ii) supplying the relevant Goods again or (iii) repairing the relevant Goods, in any such case in accordance with Sections 3.3 and 7.2.

- 10.5. 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.
- 10.6. 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 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.
- 10.7. 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.
- 10.8. 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.

- 10.9. 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 Goods 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 US federal government, in which case, this Agreement shall be governed by US federal law to the extent required and applicable, and otherwise by the laws of the State of New York, and (b) with respect to Goods used outside North or South America, the laws of England. Customer hereby consents to the exclusive jurisdiction of: (a) with respect to Goods used within North or South America, the state and federal courts located in the State of New York, and (b) with respect to Goods 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, Oxford may, at its sole option, enforce this Agreement in any jurisdiction in which Customer is subject to suit.
- 10.10. 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 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.
- 10.11. 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.
- 10.12. 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 a purchase order, or which are 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. Oxford 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 Oxford of its intent to terminate within five (5) days after such notice is received, 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 Oxford.

- 10.13. 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.
- 10.14. 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.
- 10.15. 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. 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.
- 10.16. Survival. The provisions of Sections 2.2, 2.3, 2.4, 2.5.1.3, 2.5.1.4, 3.4, 3.5, 3.6, 5, 6.3 and Sections 7 through 10 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 OXFORD AT support@nanoporetech.com.