

OXFORD NANOPORE TECHNOLOGIES PRODUCT SUPPLEMENTAL TERMS

1. Defined Terms. Capitalized terms used in this Agreement shall have the meanings set forth on Exhibit A.
2. Provision of Goods
  - 2.1. Devices. All Devices are made available with an initial year SL&DW. Additional one-year SL&DW periods may be purchased as provided on the VWR Website.
  - 2.2. Returning Hardware. Customer shall keep the Hardware in Customer's possession at the Delivery Location until Customer returns the Hardware to Oxford or destroys the Hardware in accordance with Oxford's instructions. Customer shall not sell, 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. Customer takes no title in the Hardware, except to the extent set forth in a CapEx Order (and order involving a sale rather than lease of MinIONs). Customer takes no title or proprietary rights in the Software or the Flow Cells
  - 2.3. Restrictions on Use
    - 2.3.1. Specific Use Only. The Goods and Software may be used only for purpose stated on the order. The Goods and Software may not be used in any event for i) processing samples received from clients of Customer and returning reports based on Biological Data or Instrument Data, or ii) offering goods or commercial services based on or the use of Biological Data or Instrument Data. The Goods and Software are not intended for use for health assessment or to diagnose, treat, mitigate, cure or prevent any disease or condition or for any military use.. Installation or use of third-party software or goods not Approved by Oxford or use of the Goods or the Software other than as Approved by Oxford is prohibited and may interfere with successful sequencing. The Goods and the Software shall not be used (A) by any Person that is, or is affiliated with, a current or potential Competitor; (B) on behalf of or for the benefit of a Competitor; (C) for the development of any other product or service that competes or could compete with the products or services of the Oxford Group (except to the extent applicable laws specifically prohibit such restriction) or (D) for monitoring, benchmarking (including but not limited to actively designing or redesigning products intended for commercial use to better compete with the Goods or the Software) or other competitive purposes. Customer represents and warrants that Customer will not use the Goods or Software in contravention of this provision. Use of the Goods requires internet connectivity solely to enable (i) client-initiated, outbound, encrypted in transit (HTTPS) transmission of structured run performance telemetry data and (ii) client-initiated, outbound, encrypted in transit (HTTPS) access to Oxford Group's single sign on system for Hardware and/or run authorization
    - 2.3.2. Useful Life. Flow Cells are Approved for multiple uses, but shall not be reused longer than their respective useful life, which useful life is stated on the Oxford Website ("Useful Life"). Consumables are Approved for single use only in accordance with Documentation. Customer shall use Consumables within the Useful Life following delivery for the particular type and mix of Consumables ordered and shall not use Consumables after such time.
    - 2.3.3. Nanopore Chemistries and Nanopore Extensions. The Flow Cells will be delivered with pre-loaded nanopores, membranes (that hold the nanopores) and electrochemistry on top of a modified chip surface. None of these components either individually or collectively are allowed to be modified, derivatised, replaced or removed. The Sequencing Kits will include other components: enzymes and adaptors that enable sample preparation methods, molecular 'tethers' that enable improved analyte to nanopore binding through interactions with the membranes, enzymes that allow for controlled transport of analytes through nanopores, buffered solutions for improved ionic conductance, solutions for washing the Flow Cells between samples and other components as provided by Oxford from time to time. Customer may not analyse, modify or reverse engineer these components, but may develop and use alternative versions ("Nanopore Chemistries"). In addition, Customer is encouraged to develop and use: (i) new application protocols, (ii) sample preparation methods, (iii) data analysis tools, such as, software written to APIs (application programming interfaces) published by Oxford (but not the Software itself) and/or (iv) new uses of the Goods or Software ("Nanopore Extensions"). Customer's right to create and use Nanopore Extensions and Nanopore Chemistries is conditioned on Customer's compliance with the Nanopore Extension Requirements. Notwithstanding anything herein to the contrary, the Goods or Software may not be used for the development of any other product or service that competes or could compete with the products or services of Oxford.
  - 2.4. Inspection. Customer shall make prompt inspection of the Goods to confirm that they have arrived without damage, defect or shortage. Customer may return the Goods or a portion thereof if damaged or defective on delivery and may seek correction of any shortage or mistake in composition of the Goods, by contacting VWR's Customer Solutions group using contact details on VWR's website within two (2) business days after the day on which the Goods were delivered to the Delivery Location. If Customer does not contact Oxford within this two (2) business day period, Oxford will deem the Goods accepted by Customer, subject to Section 2.5.
  - 2.5. Quality Control. In addition, Customer shall, immediately prior to using any Flow Cell and in any event within the Useful Life of the Flow Cell, run a quality control check on the Flow Cell in accordance with the Specifications. Customer may make a claim under the limited warranty available for Oxford Nanopore Goods, including, for any for any Flow Cell that does not pass such quality control provided that (i) the applicable Device is connected to the internet at the time the quality control is performed, such that instrument and run report data

is available to Oxford, and (ii) Customer informs Oxford's Customer Solutions group of such failure within ten (10) business days of such quality control check being run. If Customer does not contact Oxford within this ten (10) business day period, Oxford will deem the Goods accepted by Customer.

### 3. License Grant and Obligations

- 3.1.1. Grant of License to Instrument 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 to access, use, process Instrument or Biological Data using the Software and any services provided by Metrichor via the Cloud-based Environment solely in connection with use of associated Goods. Instrument Data is owned by Oxford and Customer agrees not to challenge Oxford's ownership of Instrument Data. Customer shall not, and shall not permit any third party or any third party commercial software 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, Metrichor or Metrichor Interface. Customer 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 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 or Instrument Data is first written to a disk at Customer's direction. Customer's access to, download of and/or use of the Goods, Software, Metrichor or Metrichor Interface may require that Instrument Data and Biological Data be transmitted, processed or stored offline, outside of the Software, Metrichor or Metrichor Interface or outside of Customer's state or country solely as required to provide to Customer or improve the Goods, the Software or services or manage Oxford's business.
- 3.1.2. Pseudonymized Health Data. Customer shall not upload, transmit, store or modify data that contains the information of any Person, including without limitation, data consisting of human genomic information, whether or not Instrument Data, unless Customer has Pseudonymized such data and obtained informed prior written consent of the subject and does not make available to Oxford information that permits such Pseudonymized Data to be re-identified and, except with respect to contact information of Customer and its relevant personnel, does not make available personal data, protected health information or personal information as defined by applicable law. 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.
- 3.2. 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 Feedback in any manner and for any purpose. Any member of the Oxford Group may, in its sole discretion, and without compensation to or attribution of Customer or any third party, use Feedback in any way, including in future modifications of the Goods, Software, Metrichor 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. Customer is encouraged to disclose to Oxford any and all inventions, discoveries, Intellectual Property Rights related to or inherent in any modifications, enhancements, derivative works, or improvements Customer makes with respect to Oxford Proprietary Information, including, without limitation the Goods and the Software. Customer is not required to disclose to Oxford any inventions with respect to Biological Data.
- 3.3. Acknowledgement. Customer acknowledges and agrees that (a) the Goods and Software have not been approved, cleared or licensed by the United States Food and Drug Administration or other regulatory entity, whether foreign or domestic, for any specific intended use; (b) the Goods and Software are not for use in diagnostic, therapeutic or clinical procedures where validation or registration of the device with regulatory authorities is required; (c) the Goods and Software should be used in strict accordance with applicable instructions and Documentation and (d) Customer must ensure it has any regulatory approvals necessary for Customer's intended use of the Goods and Software. Customer further agrees to comply with all applicable Laws when using, maintaining and disposing of the Goods and Software. Without limitation to the other restrictions set out in this Agreement, Customer will in no event use or allow use of the Goods and the Software 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.
- 3.4. Grant of Rights to Software. Contingent upon Customer's acceptance of this Agreement, and subject to its terms, Oxford hereby grants, under Oxford's copyrights, other than Application Specific IP, to Customer a non-exclusive, non-transferable, limited, personal, revocable license, without the right to sublicense, for so long as Customer has purchased and remains covered by a Software Licence and Device Warranty (the "SL&DW") to use in object code form (i) the Software configured to operate with the Customer's ASIC ID(s) and/or Customer's Devices, (ii) the Epi2me Agent Software, which when initially registered shall be linked to one validated Customer email address (from which multiple agents and/or laptops may access the Metrichor Interface and Metrichor), and (iii) the Epi2Me Lab Software is available only through download on Metrichor, which requires registration agreement to additional terms and conditions (together, the "Software License"). The Software is licensed to the Customer, not sold, and shall be used only in conjunction with Devices covered by an active SL&DW between Oxford and Customer. Customer may not install more than one instance of the Software per laptop, personal computer, workstation or other suitable computing system owned by Customer. The Software and the Devices may only be used in accordance with the Oxford Group's usage instructions as stated on the Oxford Website. Without limiting the foregoing, Customer acknowledges that installation of third party software not Approved on Devices or use of Devices other than as Approved is prohibited and

may interfere with successful performance of the Device. Use of the Devices may involve use of certain third-party software which is subject to the terms of the applicable license(s). Information and license terms with respect to specific Devices and software are available on the Oxford Website.

4. Ownership; Confidential Information

4.1. Ownership of Intellectual Property by Oxford. The Oxford Group or its licensors, as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Oxford Proprietary Information and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights. Except where prohibited under applicable law, Customer agrees not to contest Oxford's ownership or rights in any copyright or other applicable Intellectual Property Right in the Goods or Software.

4.2. 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 and Software.

4.3. Reservation of Rights. Each party reserves all of its rights, including all rights to any Application Specific IP. Except for any express license herein, no license is granted.

4.4. Confidential and Proprietary Information.

4.4.1. Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential Oxford Confidential Information Customer receives from any member of the Oxford Group. Customer agrees not to use Oxford Confidential Information other than for the purposes contemplated by this Agreement. Unless otherwise specifically provided herein or agreed by Oxford in writing, the Goods and the Software, including the specific design and structure of individual components or programmes, provided to Customer by any member of the Oxford Group constitute confidential proprietary information and trade secrets of Oxford. Customer shall permit only authorized users who possess rightfully obtained license(s) and/or access keys to use the Software.

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

4.4.3. 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 applicable 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 or Software may be dependent on rights to use software separately licensed on a non-transferable basis.

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

5. Term; Termination

- 5.1. Term. The term of this Agreement shall govern Customer's use of the Goods and Software unless and until all such Goods and Software are returned to Oxford, unless earlier terminated as provided herein.
- 5.2. Termination. Except for any provisions that survive, as applicable, 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 the Specific Use clause of this Agreement, or (b) Customer's infringement or filing of an action or commencing a proceeding contesting Oxford Group's ownership of or the validity or novelty of any Oxford Group patent. Any breach by Customer of any agreement between Oxford and Customer may, at Oxford's discretion, be deemed a breach of this Agreement and/or any of the Agreements between the parties.
- 5.3. Effect of Termination. Upon termination of this Agreement, the rights and licenses granted to Customer under this Agreement shall immediately terminate. If requested by Oxford upon the end of the Useful Life of any Goods or termination of this Agreement, Customer shall immediately cease using and return the Goods (other than Goods purchased as Capex items wherein title is transferred to Customer), uninstall, if applicable, the Software, and return, or, at Oxford's request, destroy, all tangible embodiments of the Goods or Software and any other Oxford Confidential Information in Customer's possession or control, together with all related materials, copies or derivative versions thereof in any form. The expiration or termination of this Agreement shall have no impact on Oxford's rights with respect to Instrument Data.
6. Customer Responsibility. Customer agrees to assume full responsibility for compliance with this Agreement and all liabilities, costs, expenses, damages and actual losses suffered or incurred by Customer, its affiliates, and their employees, officers and directors ("Customer Group") in connection with: (a) any breach by the Customer Group of this Agreement; (b) any failure by the Customer Group to use any materials or services made available hereunder in accordance with Oxford's written instructions; (c) Customer Group's use of any materials made available hereunder except to the extent a loss arises for Oxford's breach of this Agreement; or (d) any introduction by the Customer Group of hazardous substances into or onto any materials made available hereunder.
7. 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, the Crimea region of Ukraine, 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, Foreign Sanctions Evaders List, Nonproliferation List, the AECA Debarred List and Specially Designated Narcotic Traffickers, nor is Customer listed on the United States Department of Commerce Table of Denial Orders, Entity List or Unverified List. The Goods, the Software 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 Software or associated information or technology to any destination or person prohibited under U.S., EU, UK or other local laws or regulations and the Customer will not use the Goods or Software for, and will not allow the Goods or Software 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 or Software may only be used in the jurisdiction to which they are delivered and may not be redistributed.
8. General Provisions. OXFORD NANOPORE TECHNOLOGY AND ITS AFFILIATES' LIABILITY WITH RESPECT TO PRODUCTS MADE AVAILABLE HEREUNDER SHALL BE LIMITED TO THE FEES PAID FOR SUCH PRODUCTS IN THE PRIOR 12 MONTHS. 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. 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. 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. A person who is not a party to this Agreement shall have no right to enforce its terms, except for each member of the Oxford Group and VWR, who are express third-party beneficiaries of this Agreement. This Agreement is binding upon each Party's respective successors and assigns and the Oxford Group is an express third-party beneficiary of the purchase and sale or lease agreement entered into by and between VWR and Customer. Oxford shall be entitled to seek specific performance, injunctive relief and other equitable relief, including seizure of any Goods in Customer's possession or the compelled assistance of Customer in recovering improperly transferred Goods or Software, to prevent any actual or threatened misuse of the Goods or Software. Customer also acknowledges that this provision applies regardless of whether such use in a manner inconsistent with this Agreement is deemed to be a material breach and 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. The provisions of Sections, 2.2, **Erreur ! Source du renvoi introuvable.** 3, 3.1, 3.2, 3.3, 4, 5.3, 7 and 8 shall survive any expiration or termination of this Agreement for any reason.

## **Exhibit A - Definitions**

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

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

“**Approved**” shall mean, with respect to any Goods or Software, the use, protocol, process, documentation, specifications or third-party component, including without limitation kits or software identified in the Information, Workflow, Safety and Legal, Multiplexing or Compatibility tab associated with such Good or Software on <https://store.nanoporetech.com/> or as described in its associated Specification or Documentation available when the associated order was placed.

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

“**Assurance**” shall mean the confirmation of installation of the Device as recorded in Oxford’s records.

“**Base Caller Software**” shall mean the release or version as specified in the Order of the Base Caller Software described on the Oxford Website.

“**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 and the Software. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

“**Competitor**” shall mean a competitor of any member of the Oxford Group, including any entity or person that develops, sells or distributes any third party tool, software process or system for genomic sequencing, analysis of nucleic acids or molecule sensing.

“Competitor” shall not be deemed to include (i) 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 or (ii) 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.

“**Consumables**” shall mean a Wash Kit, Sequencing Kit, Barcoding 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, as specified 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.

“**Contaminated Flow Cells**” shall mean Flow Cells that have been used with or otherwise in contact with materials of Biohazard Level 3 or higher.

“**Device**” shall mean the MinION purchased from VWR.

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

“**Epi2me Agent Software**” shall mean the release or version as specified in Customer’s order of the Epi2me Agent Software described on the Oxford Website.

“**Epi2me Software**” shall mean the release or version of Epi2me and/or Epi2me Lab as specified in Customer’s order of the Epi2me Software described on the Oxford Website and made available with the MinION or available for download on Metrichor, or available via the Metrichor Interface.

“**Feedback**” shall mean all suggestions, comments, feedback regarding, modifications or improvements to, enhancements or derivative works of any Oxford Proprietary Information, including any content Customer may add to Oxford’s Resources and Support website at <https://nanoporetech.com/community>.

“**Flow Cell**” 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.

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

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

“**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.

“**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.

“**Law**” shall mean any local, state or federal law, order or regulation of the United Kingdom (the “U.K.”), or any law, order or regulation of another sovereign with jurisdiction over Customer, the Software or the Goods.

“**License Period**” shall mean the one-year period beginning on the earlier of (i) the date of completion of Assurance and (ii) three months after the date of the applicable Customer order, and such additional one-year periods during which Customer is covered by an active SL&DW purchased as provided on the Oxford Website, unless either party gives notice of cancellation at least 30 days before the end of the License Period then in effect.

“**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.

“**Metrichor**” shall mean Metrichor Ltd.’s, an Oxford Nanopore subsidiary, cloud-based infrastructure for computing, data processing, reporting and data storage, accessed via the Metrichor Interface.

“**MinION**” shall mean the release or version as specified in the applicable Customer order of the MinION Device described on the Oxford Website.

“**MinKNOW Software**” shall mean the release or version as specified in the applicable Customer order of the MinKNOW Software described on the Oxford Website.

“**Nanopore Chemistries**” shall have the meaning given in Section 2.3.3 of this Agreement.

“**Nanopore Extension Requirements**” means: (A) all titles and trademarks, copyright, patent marking and restricted rights notices are reproduced on any materials embodying Nanopore Extensions or Nanopore Chemistries; (B) any materials embodying Nanopore Extensions or Nanopore Chemistries must carry prominent notices stating that Customer modified it, and giving a relevant date and that the Nanopore Extension or Nanopore Chemistry must be used only with a Flow Cell; (C) use of the Nanopore Extension and/or Nanopore Chemistry may not be conditioned on payment of a license fee (or consideration) for use of same; (D) the Nanopore Extension or Nanopore Chemistry may not be disclosed to or used by any Competitors and Customer may not authorize any Competitors to use the Nanopore Extension or Nanopore Chemistry; (E) any Nanopore Extension or Nanopore Chemistry is made available under terms and conditions that provide that the Nanopore Extension and/or Nanopore Chemistry is provided “AS IS” and (F) with respect to any Nanopore Extension or Nanopore Chemistry created pursuant to Section 2.3.3, use is limited to non-commercial use.

“**Oxford**” shall mean Oxford Nanopore Technologies Limited except with respect to any Customer in North America, in which case it shall mean Oxford Nanopore Technologies, Inc.

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

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

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

“**Oxford Website**” shall mean <http://www.nanoporetech.com> or the ONT Product Page on <http://www.VWR.com>.

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

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

“**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.

“**Sequencing Kit**” shall mean kits for preparation of Customer’s samples.

“**Single Pores**” shall mean the channels or nanopores on a Flow Cell through which molecules are sensed which are measurable individually.

“**SL&DW**” shall have the meaning given in Section 3.4 of this Agreement.

“**Software**” shall mean Oxford’s MinKNOW Software, Epi2me Agent Software, Epi2me Software, Base Caller Software, and other Device software, as applicable, to the extent pre-loaded on and/or embedded in the Hardware or provided separately, and related Documentation.

“**Software License**” shall have the meaning given in Section 3.4 of this Agreement.

“**Specific Use**” shall mean any purpose for which the Goods or Software, as applicable, were designed (see product specifications on the Oxford Website); *provided* that “Specific Use” specifically excludes any act by Customer to: (a) use the Goods or Software other than in accordance with this Agreement, the Specifications, Oxford’s instructions or the Documentation; (b) use 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 health assessment or to diagnose, treat, mitigate, cure or prevent any disease or condition where required validation or registration of the Goods and/or Software with regulatory authorities has not been obtained; (e) use the Hardware in conjunction with reagents or consumables not sold by Oxford or not Approved; (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; (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; or (o) process samples received from third parties and subsequently return to the third party data resulting from such processing or reports based on such data, or offer the third party goods or services based on such data.

“**Specifications**” shall mean Oxford’s written specifications for the specific version of the Goods or the Software in effect on the date the Goods ship from Oxford.

“**Useful Life**” shall have the meaning given in Section 2.3.2 of this Agreement.

“**Warranty Period**” shall mean (i) with respect to the Devices, one year from the date of delivery, or for the duration of the License Period if longer, and (ii) with respect to Flow Cells, three months from the date of delivery.

“**Wash Kit**” shall mean the wash or flushing solution.

Date:.....


Customer complete address:.....

.....

.....

Customer internal reference & date:.....

Name:.....

Signature:  .....

End-user email address:.....

NB! **End-user email address** is MANDATORY due to software license and software updates. Without end-user email address, the order will be blocked.