

TERTIARY ANALYSIS SERVICES SUPPLEMENTAL TERMS

These Tertiary Analysis Services Supplemental Terms (“TA Terms”) amend the Nanopore Product Terms and Conditions (“Nanopore Product Terms”) between Customer and Oxford solely with regard to tertiary analysis services (“TA Services”), which are offered through the Oxford Website, for the analysis, interpretation and reporting of sequencing data generated through the use of an Oxford Device. These TA Terms, together with the Nanopore Product Terms, form the agreement between the parties (“Agreement”).

Any capitalized term not specifically defined in these TA Terms shall have the same meaning as that term has in the Nanopore Product Terms.

From time to time, Oxford may offer the Customer, through the Oxford Website, the opportunity to purchase Credits (as defined below) from Oxford. Such Credits may be used by Customer to access TA Services with the selected provider of TA Services (“TA Service Provider”). Each TA Service Provider has a specific use listed on their webpage on the Oxford Website (“Provider Page”) and are compatible with the specific Devices also listed on the relevant Provider Page.

Customer acknowledges and accepts that:

1. it is the Customer’s responsibility to ensure that the TA Services being purchased through the Provider Page meet their requirements and that they have the correct Device for the selected TA Services.
2. it may be required to accept the terms and conditions of the relevant TA Service Provider prior to using the TA Services. Such terms shall be available on the relevant Provider Page.
3. Oxford reserves the right to add or remove TA Service Providers from the Oxford Website from time to time in its sole discretion.

Customer warrants that it is carrying on a trade, profession or vocation as an economic activity either on a for profit or not-for-profit basis.

Credits:

Customer may purchase credits from Oxford which are redeemable for access to the services of the particular TA Service Provider selected by the Customer (“Credits”).

Credits purchased by the Customer shall expire one year from the date of activation by the Customer, such activation shall occur on the later of: (i) the date when the Customer spends the first Credit purchased from Oxford; or (ii) six months from date of purchase of such Credits.

All Credits have no cash value, shall be non-refundable, non-transferable and non-cancellable. For the avoidance of doubt, Credits purchased for use with one TA Service Provider may not be transferred to be used with a different TA Service Provider.

Customer represents and warrants that: (i) any Credits purchased through the Oxford Website will be for Customer’s use only and Customer may not transfer, resell or make available Credits to any third party. Failure to comply with this obligation shall render the Credits void.

In relation to TA Services ordered by Customer through the Oxford Website, Oxford waives the restrictions in the Nanopore Product Terms regarding delayed access to Biological Data and use of Instrument Data.

The Customer's purchase of Credits shall only provide the Customer with online access to the relevant TA Services on a software-as-a-service basis only. No rights in or to the intellectual property of the TA Service Provider shall be conveyed to the Customer as a result of the Agreement.

These TA Terms may be updated from time to time to accurately reflect any changes to the TA Services and/or to comply with applicable law. By continuing to use the TA Services after the effective date of any updates to the TA Terms, the Customer understands and agrees that such continued use constitutes acceptance of the updated TA Terms.