

NANOPORE PRODUCT LICENCE TERMS (“Licence Agreement”)

1. Defined Terms Capitalized terms used herein shall have the meaning set forth in Exhibit A.

2. Goods

2.1. Devices Purchased as CapEx Devices. Devices (but not the embedded software) made available under an Order, whether from Oxford Group or a channel partner, for a CapEx sale are sold. The embedded software and or software otherwise made available for use with any Device is licensed under and for the term of the License Agreement. Continuation of this License Agreement is necessary for continued use of all Devices and compliance with this License Agreement by Customer is a condition of the same.

2.2. Development of Components and Applications by Customer. Any Flow Cells delivered to Customer, whether from Oxford Group or a channel partner, will include 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. Any Sequencing Kits delivered to Customer, whether from Oxford Group or a channel partner, 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 Group from time to time. Devices require use of Software that enables control of the Device and/or data and is licensed to Customer under this License Agreement. Customer agrees not to analyse, modify, or reverse engineer these components, but may develop and use alternative versions (“Nanopore Chemistries”) under this Licence Agreement. In addition, Customer is encouraged to develop and use: (a) new application protocols, (b) sample preparation methods, (c) data analysis tools, such as, software written to APIs (application programming interfaces) published by Oxford Group (but not the Software itself) and/or (d) new uses of the Goods or Software (“Nanopore Extensions”). Customer’s right to create, distribute and use Nanopore Extensions and Nanopore Chemistries under this Licence Agreement is conditioned on Customer’s compliance with the Nanopore Extension Requirements.

3. License Grant and Obligations

3.1. Grant of License to Data. Oxford Group hereby grants, under Oxford Group’s Intellectual Property Rights, to Customer, a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access, use, process Instrument Data to analyse biological samples to generate Biological Data using the Software and any services provided via the Oxford Group’s Cloud-based Environment in connection with the use of Goods and Software solely for the Specific Use (the “Data Licence”). Customer shall not and shall not permit any third-party commercial entity or any third-party commercial software to, disclose, transmit, use or process Instrument Data, or attempt to do any of the foregoing. Customer shall grant and hereby grants, the Oxford Group a worldwide, irrevocable, non-exclusive and fully paid-up license to all Rights to any Feedback. Customer agrees not to make available to any third-party Biological Data or Instrument Data or use any third-party commercial software (unless Approved) to process Biological Data 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 other than in connection with the use of Oxford Group’s services, Cloud-based Environment or Interface. Customer’s access to, download of, and/or use of the Goods, Software, Oxford Group’s Cloud-based Environment or Interface may require that Instrument Data and Biological Data be transmitted, processed, or stored offline, outside of the Software, Oxford Group’s Cloud-based Environment or 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.

3.2. Pseudonymized Health Data. Customer shall not upload, transmit, store or modify data to any Oxford Group network 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 Group information that permits such Pseudonymized Data to be re-identified. Except with respect to contact information of Customer and its relevant

personnel, Customer shall not make available to Oxford Group personal data, protected health information or personal information as defined by applicable law.

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

3.4. Grant of Rights to Software. Oxford Group hereby grants, under the Oxford Group's patents and copyrights, other than Application Specific IP, to Customer a non-exclusive, non-transferable, limited, personal, revocable license to use Software, without the right to sublicense, solely for the Specific Use for the License Term ("License Agreement, including the right to use in object code form (a) the Software configured to operate with the Customer's Flow Cells and/or Customer's Devices, and (b) the Oxford Group's Epi2me Labs Software, which when initially registered shall be linked to one validated Customer email address (from which multiple agents and/or laptops may access the Oxford Group's Interface and Oxford Group's Cloud-based Environment) (the "Software License"). Customer may use Software only in conjunction with Devices covered by an active License Agreement. , 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 may only be used in accordance with the Oxford Group's usage instructions as stated in the Documentation, Specifications or in the Order. Use of the Devices may involve use of certain third-party software which is subject to the terms of the applicable license(s). Information and third-party license terms with respect to specific Devices and Software are available on the Oxford Website or available in the software splash page. Any license granted hereunder is conditioned on Customer's compliance with the terms herein.

4. Ownership: Confidential Information

4.1. Ownership of Intellectual Property. The Oxford Group or its licensors, as applicable, are the sole and exclusive owners of (or have licenses to) the Intellectual Property Rights in the Oxford Proprietary Information and in all media, printouts, papers, support materials, or hard copies containing or bearing such Intellectual Property Rights and reserves all rights not expressly granted herein. Except where prohibited under applicable law, Customer agrees not to contest the Oxford Group's ownership or rights in any copyright or other applicable Intellectual Property Right in the Goods or Software. Customer will retain and acquire rights in (without any assignment from Oxford Group) the Biological Data resulting from Customer's use of the Goods and Software. The 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 Group pursuant to this Agreement is developed exclusively at private expense and are trade secrets, confidential and privileged, or are commercial or financial data and are confidential or privileged. 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 Group, 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 Group reserves all rights and licenses not expressly granted under this Agreement, including, without limitation, all rights in trademarks and associated goodwill.

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

5. No Warranties.

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

5.2. Limitations. Except for any warranty, condition or guarantee that cannot be excluded by law, all warranties implied or otherwise not stated in this Section 5 are excluded. To the maximum extent permitted by applicable law, the Oxford Group does not make, and hereby disclaims, any representation or warranty, express or implied, regarding the performance, accuracy, adequacy, timeliness, completeness, merchantability, fitness for a particular purpose or non-infringement of any kind with respect to the Goods or the Software (except with respect to the Software's compliance with the respective documentation), including but not limited to, warranties of fitness for any particular purpose (except with respect to the software's compliance with the respective documentation) (including any purpose relating to a customer's legal or regulatory compliance obligations). Customer assumes responsibility for the results obtained from Customer's use of the Goods and the Software. Customer acknowledges that Customer has not relied on any statement, promise, representation, assurance, or warranty made or given by any member of the Oxford Group or its agents which is not set out in this License Agreement.

5.3. Export Controls and Sanctions. Customer represents and warrants that it will not use the Goods or Software for, and will not allow the Goods or Software to be used for, WMD End-Use or Military End-Use. The Goods or Software may only be used in the jurisdiction to which they are delivered and may not be redistributed.

Exhibit A - Definitions

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

"Application Specific IP" means Oxford Proprietary Information that pertains to or covers aspects, features or applications of the Goods or Software (and use thereof), only with respect to specific features, fields, or applications.

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

"Biological Data" means any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the materials to be analysed based on Customer's use of the Goods and the Software. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

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

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

"Competitor" means 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" means a Wash Kit, Sequencing Kit and other chemicals and materials available from Oxford Group or a channel partner 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 the

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.

"Customer" means a party that has purchased Goods from an Oxford Group channel partner; provided that, such party is not a Competitor.

"Device" means the MinION, the GridION, the PromethION, the Flongle, the MinION Mk 1B, MinION Mk1C, or any combination thereof, or new device available from Oxford Group or a channel partner, to the extent purchased or leased from Oxford Group or a channel partner pursuant to an Order. Each Device is defined on the Oxford Website and such Device's Documentation.

"Documentation" means Oxford Group'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 the Oxford Website.

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

"Feedback" means all suggestions, comments, feedback regarding, modifications or improvements to, enhancements or derivative works of any Oxford Proprietary Information, including any content Customer may add to Oxford Group's Resources and Support website at <https://nanoporetech.com/community>.

"Flow Cell" means the flow cell with pre-loaded nanopores, membranes that hold the nanopores and electrochemistry on a chip surface, designed for the applicable Device.

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

"Hardware" means, collectively, Devices and Flow Cells.

"Instrument Data" means any data generated by or through use of a Device, including, without limitation, instrument run reports, run parameters, run operating conditions, and any data generated by or available through use of Software that is not Biological Data.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"License Term" means one year following Customer's most recent purchase of a Flow Cell from Oxford Group or a channel partners.

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

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

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

consideration) for use of same; (d) the Nanopore Extension or Nanopore Chemistry may not be disclosed to or used by any Competitors and Customer may not 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 subject to the Nanopore Extension Requirements; and (f) use of any Nanopore Extension or Nanopore Chemistry is limited to the Specific Use and only in conjunction with Goods and Software.

“**Order**” means the order for the purchase or loaning of Goods from an Oxford Group channel partner.

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

“**Oxford Group**” means Oxford Nanopore Technologies plc., and any of its Affiliates.

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

“**Oxford Website**” means <http://www.nanoporetech.com>.

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

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

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

“**Rights**” means all rights possibly granted under intellectual property rights.

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

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

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

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

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

“Specifications” means Oxford Group’s written specifications for the specific version of the Goods or the Software in effect on the date the Goods ship from Oxford Group or a channel partner.

“Third-Party Services” shall mean processing samples received from third parties and subsequently (i) returning Biological Data resulting from such processing, or reports based on such Instrument Data or Biological Data (together, “Data”), to the third party, or (ii) providing the third-party certain goods or services, where the Data is an essential part of said goods or services. Sequencing services provided by an Academic Collaborator are not Third-Party Services.

“Wash Kit” means the wash or flushing solution.

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