

GUPPY END USER LICENSE AGREEMENT

PLEASE READ THIS CONTRACT (THIS “AGREEMENT”) CAREFULLY. BY USING THE SOFTWARE, YOU (THE “USER”) AGREE THAT (A) THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY USER AND (B) USER IS AUTHORIZED TO REPRESENT AND BIND ANY PERSON FOR WHOM USER WORKS. IF USER DOES NOT AGREE, DO NOT ACCESS OR USE THE SOFTWARE.

If User is residing in a jurisdiction that restricts the ability to enter into agreements such as this Agreement according to age and User is under such a jurisdiction and under such age limit, User may not enter into this Agreement or use the Software. User may not access or use the software if User is not at least 18 years of age.

User will not use the Software for personal, family, domestic, household or other similar use that would trigger applicability of the consumer protection laws of the jurisdiction in which User is located.

1. **Definitions.** For the purposes of this Agreement, the following definitions apply:
 - 1.1. “**Affiliate**” shall, with respect to any Person, mean a Person controlled by, under common control with, or controlling such Person.
 - 1.2. “**Commercial**” shall mean primarily intended for or directed towards commercial advantages or monetary compensation.
 - 1.3. “**User**” means an individual or a legal entity exercising rights under this License. For legal entities, “User” includes any entity that controls, is controlled by, or is under common control with User. For purposes of this definition, “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of more than fifty percent (50%) of the outstanding shares or beneficial ownership of such entity.
 - 1.4. “**Device**” shall mean the MinION, the GridION, the PromethION or any combination thereof, to the extent purchased or leased by User from Oxford (as defined below) pursuant to an Order.
 - 1.5. “**Effective Date**” shall mean the earlier of the date on which the User clicks the “Accept” button or the date the User accesses the Software (as defined below).
 - 1.6. “**License**” shall have the meaning given in Section 2 of this Agreement.
 - 1.7. “**Law**” shall mean any local, state or federal law, order or regulation of the United States of America (the “U.S.”) or the United Kingdom (the “U.K.”), or the People’s Republic of China (the “P.R.C.”), or any law, order or regulation of another sovereign with jurisdiction over User or Oxford.

- 1.8. “**Oxford**” shall mean Oxford Nanopore Technologies plc, and any of its Affiliates.
 - 1.9. “**Party**” or “**Parties**” in singular or plural usage, shall mean User or Oxford as required by the context.
 - 1.10. “**Person**” shall mean any individual, firm, partnership, company, corporation, association, organization, government, government agency or other legal entity.
 - 1.11. “**Research Use**” shall have the meaning given in Section 2 of this Agreement.
 - 1.12. “**Software**” shall mean the executable form of the Guppy Base Caller Software that User must download from a website designated by Oxford.
2. Oxford’s Grant of License for Use. Contingent upon User’s acceptance of this Agreement, and subject to its terms, Oxford hereby grants User a world-wide, royalty-free non-exclusive, revocable, license to use the Software solely for Research Use.

The Software shall not be used (i) by any Person that is, or is affiliated with, a current or potential competitor of Oxford; (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 Oxford (except to the extent applicable laws specifically prohibit such restriction) or (iv) for monitoring, benchmarking or other competitive purposes. User represents and warrants that User will not use the Software 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 Users of competitors solely because they are Users of competitors or government agencies by virtue of their funding of research by competitors of any member of Oxford.

User’s License shall be granted solely for User’s personal (non-Commercial) use, Research Use and to analyze data produced by Devices. “Research Use” means use for internal research using a Device (which includes research services provided to third parties, provided such services are not Commercial). User’s license **specifically excludes** (a) use of the Software other than in accordance with this Agreement, (b) reverse engineering, decompiling, disassembling or otherwise attempting to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction); (c) extracting or isolating components of the Software or subjecting them to non-authorized analysis; and (d) gaining access to or determining the methods of operation of the Software.

3. Oxford’s Grant of License for Distribution. Contingent upon User’s acceptance of this Agreement, and subject to its terms, Oxford hereby grants User a world-wide, royalty-free non-exclusive, revocable, license to distribute copies of the Software solely under the terms herein, including this clause 3 and clause 4-7, subject to the following conditions:
- 3.1. User must give any other recipients of the Software a copy of this License.
 - 3.2. User may not charge a fee to obtain the Software

- 3.3. No copyright notice or attribution of authorship included in the code may be modified, deleted or obscured.
4. Ownership; Confidentiality.
 - 4.1. Reservation of Rights. Each party reserves all of its rights. Except for any express license herein, no license is granted. This license does not grant any rights in the patents, trademarks, service marks, or logos of Oxford.
 - 4.2. Feedback License. User 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, feedback, modifications to or derivative works of Software and any content User may add to Oxford’s Resources and Support website (collectively, “Feedback”) in any manner and for any purpose. Oxford may, in its sole discretion, and without compensation to or attribution of User or any third party, use Feedback User provides in any way. User warrants that User’s Feedback is not subject to any license terms that would purport to require Oxford to comply with any additional obligations with respect to any products that incorporate any Feedback. With respect to any User 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. User agrees never to institute any action or suit at law or in equity against Oxford, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation alleging that Oxford infringes your intellectual property or the intellectual property of any third-party.
5. Termination.
 - 5.1. Termination. The rights granted under this License will terminate automatically if User fails to comply with any of its terms.
 - 5.2. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the rights and licenses granted to User under this Agreement shall immediately terminate and (b) User shall immediately cease using and uninstall, if applicable, all instances of the Software, and destroy all tangible embodiments of the Software. The expiration or termination of this agreement shall have no impact on the continuing rights of Oxford Group under Section 4.2 of this Agreement.
6. Disclaimer, Limited Warranties.
 - 6.1. LIMITED WARRANTY. THE SOFTWARE IS PROVIDED “AS IS” AND, EXCEPT FOR ANY WARRANTY, CONDITION OR GUARANTEE THAT CANNOT BE EXCLUDED BY LAW, ALL WARRANTIES IMPLIED OR OTHERWISE ARE EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY SUCH WARRANTIES, CONDITIONS OR GUARANTEES WHICH CANNOT BE LAWFULLY

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 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 USER'S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS). WITHOUT LIMITATION OF THE FOREGOING, OXFORD EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET USER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. USER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM USER'S USE OF THE SOFTWARE. USER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL OXFORD BE LIABLE TO USER, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, FOR ANY (A) 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) OR (B) ANY DIRECT DAMAGES IN EXCESS OF £100.

8. General Provisions.

- 8.1. Export Controls. User represents and warrants that User 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 United States or the EU has prohibited export and that User and relevant User 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 User listed on the United States Department of Commerce Table of Denial Orders. The Software or part of it may be subject to local export control laws and regulations and User must not, directly or indirectly, sell, export, re-export, transfer, divert or otherwise send the Software or associated information or technology to any destination or person prohibited under US, EU or other local laws or regulations and the User will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States or EU law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. The Software may only be used in the jurisdiction to which it is delivered and may not be redistributed outside such jurisdiction.

- 8.2. New Zealand Users. If the User 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.
- 8.3. Australian Users. This Section 8.3 applies if the User 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 User’s use of the Software is limited to Oxford supplying the relevant Software again.
- 8.4. United Kingdom Users. This Section 8.4 applies if the User 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 User’s use of the Software is limited to (at Oxford’s option): (i) supplying the relevant Software again or (ii) repairing the relevant Software.
- 8.5. PRC Users. This Section 8.5 applies only if the User is located in the People’s Republic of China. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term of condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Contract Law of the People’s Republic of China (the “PRC Contract Law”) and the Interpretations of the Supreme People’s Court of the People’s Republic of China on the PRC Contract Law (a “Non-Excludable Provision”).
- 8.6. 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.

- 8.7. 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 the laws of the state of New York.
- 8.8. 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 each member of Oxford and their respective affiliates, who are express third-party beneficiaries of this Agreement. This Agreement is binding upon each party's respective successors and assigns.
- 8.9. 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.
- 8.10. Entire Agreement and Acknowledgement. This Agreement, together with the incorporated terms and conditions, constitutes the complete and exclusive agreement between User 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 User 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. 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.
- 8.14. Survival. The provisions of Sections 4, 5.2 and 6 through 8 shall survive any expiration or termination of this Agreement for any reason.

I, THE USER 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 DOWNLOADING OR USING THE SOFTWARE. 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 USE THE SOFTWARE AND SHALL CONTACT OXFORD AT [\[SUPPORT@NANOPORETECH.COM.\]](mailto:SUPPORT@NANOPORETECH.COM)