

Oxford Nanopore Technologies Beta Test Agreement

This Beta Test Agreement (this “**Agreement**”), is a binding contract between you (“**Recipient**”, “**you**”, or “**your**”) and Oxford Nanopore Technologies plc (“**ONT**”). The Agreement between ONT and Recipient governs the terms and conditions under which ONT will Recipient access to the Material free of charge (the “**Material**”).

1. Material Transfer: The Material that is covered by this Agreement includes the Material described on the registration of interest page at nanopore.com in which Recipient elected to participate in the beta testing program above, together with any related goods, material and/or associated know-how and data which ONT or its affiliates (together, the “**ONT Group**”) makes available to Recipient from ONT or any of its affiliates, and any data that are replicated or derived therefrom by Recipient.

2. Use and Transfer Restrictions.

2.1. Use. Recipient agrees that the Material is made available for beta testing and for the Recipient’s non-commercial research and may not be used for diagnostic use (the “**Purpose**”). Recipient will use the Material only for the Purpose in accordance with this Agreement and the Documentation (as defined below). ONT Group grants to Recipient a non-exclusive, non-transferable right to use the Material solely for the Purpose. Recipient acknowledges the Purpose may require additional third party intellectual property rights. ONT will retain all right, title and interest in and to the Material. The license set forth in this Section 2.1 will terminate upon the end of the beta testing or upon written notice from ONT to Recipient (the “**Term**”). Recipient acknowledges that nothing in this Agreement grants any rights under any patents or other intellectual property rights of ONT.

2.2. “Documentation” shall mean ONT’s instructions for use, user manuals, package inserts and similar documentation for the Materials in effect on the day the Materials ship, which may contain additional terms and conditions, whether provided with Materials at the time of shipment or electronically on ONT Group’s website(s).

2.3. Transfer Restrictions. Recipient will not, without ONT Group’s prior written consent, (i) distribute or transfer the Material to any party other than its laboratory personnel who require access to the Material and are informed of the proprietary nature of the Material, (ii) perform compositional, structural, functional or other analysis of the Material, or undertake deconvolution or reverse engineering with respect to the Material, or (iii) export, re-export or transfer the Material outside the country in which Recipient accepts delivery of the Material from ONT Group. Further, Recipient will take reasonable precautions, at least as stringent as those observed by Recipient to protect its own proprietary material, to ensure that all confidentiality and non-use obligations of Recipient under this Agreement are observed.

2.4. Representation. Recipient confirms to the best of its belief that it possesses all necessary rights to conduct the activities described this Agreement. Recipient will comply with all laws and regulations applicable to the use, storage, handling, export, re-export, disposal and transfer of the Material and assumes sole responsibility for any violation of such laws or regulations except where such violation is due to ONT’s fault or negligence.

2.5. Return of Material. Upon the expiration or termination of the license to use the Material, Recipient will return the Material at ONT Group’s expense and/or destroy any contaminated Material, in each case if and as instructed by ONT Group. Recipient shall provide ONT proof of destruction (if applicable) within seven (7) days following such destruction. Notwithstanding the foregoing, ONT confirms that the Recipient is entitled to use any reagents leftover at the end of the beta testing for use in the Recipient’s non-commercial research.

3. Reporting. Within thirty (30) days after the completion of Recipient’s evaluation of the Material, Recipient will provide a written report of the data, including results and conclusions of Recipient’s activities conducted using the Material, to ONT (“**Report**”). The Report, including any data regarding the performance of the Materials and/or ONT’s sequencing platform, feedback for improvements thereto, and results and conclusions about the Material, will be deemed to be the Confidential Information of ONT Group, and can be used by Recipient for internal research purposes only. ONT will not publish or otherwise disclose any portion of the Report to the extent it includes any proprietary information of Recipient, such proprietary information of Recipient to include sequence data generated by Recipient using the Materials and human samples collected by or behalf of Recipient (“**Research Results**”), at any time without Recipient’s express prior written approval. Recipient can publish the Research Results provided it does not publish or otherwise disclose any Confidential Information of ONT Group, at any time without ONT’s express, prior written approval.

4. Intellectual Property.

4.1. Recipient acknowledges and agrees that the Material is ONT Group’s IPR (as defined below) and is proprietary to and owned by ONT Group, and may be covered by claims of U.S. and international patents or patent applications of ONT. Nothing in this Agreement shall require the Recipient to transfer or assign any existing IPR to ONT Group.

4.2. “IPR” as used in this Agreement shall mean and include all patents, patent applications, copyrights, copyright applications, models, designs, know-how, trade secrets, trademarks, service marks, trade names, brand names, trade dress, and other proprietary rights or applications thereof which pertain to the Material, worldwide, whether registered or not.

4.3. No inventions are contemplated by either party under this Agreement. . This Agreement only permits the evaluation of ONT Group’s Material for the Purpose. Notwithstanding the foregoing, if there are any inventions and/or modifications, optimizations, improvements and/or alterations, as they relate to the Material, and any IPR that may arise therefrom (excluding any biological data generated from Recipient’s use of the Materials to sequence samples provided by Recipient, which such biological data shall be owned by Recipient), whether created by either or both ONT and Recipient pursuant to this Agreement, they shall be the sole property of ONT with all right, title and interest in and thereto belonging to ONT and with all rights to use without further accounting and Recipient hereby assigns any rights inconsistent with the foregoing. Recipient may not analyse, modify, or

reverse engineer these components, but may develop and use alternative versions.

5. Confidential Information.

5.1. As used herein, the term “Confidential Information” includes, without limitation, any Material, trade secrets, know-how, technical, scientific, business or other information that may be disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other form. With respect to ONT, Confidential Information includes information disclosed by or accessed from the ONT Group. Confidential Information will not be deemed to include information which the Receiving Party can demonstrate by competent written proof: (i) was in the public domain prior to the time of its disclosure under this Agreement; (ii) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (iii) is independently developed by the Receiving Party without use of the Confidential Information; or (iv) is disclosed to the Receiving Party without restriction on further disclosure by a third party having the right to make such disclosure.

5.2. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be prohibited to the extent required to comply with applicable laws or regulations, or with a valid court or administrative order, provided that the Receiving Party: (i) promptly notifies the Disclosing Party in writing of the existence, terms and circumstances of such required disclosure; (ii) consults with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such disclosure; and (iii) takes all reasonable and lawful actions to obtain confidential treatment for such disclosure.

5.3. The Receiving Party agrees that it will: (i) protect the Confidential Information with the same degree of care as it normally uses to preserve and safeguard its own proprietary information of like nature, but not less than a reasonable degree of care; (ii) use Confidential Information solely for the purposes of this Agreement and not for any other purpose without the express prior written permission of the Disclosing Party; and (iii) disclose Confidential Information only on a need-to-know basis to effect the purposes of this Agreement and only to its employees, advisors, agents and affiliates who have undertaken an obligation of confidentiality substantially similar to that contained herein. These obligations of confidentiality and non-use, including with respect to any Confidential Information which is as a trade secret, shall remain in place for so long as the applicable Confidential Information retains its status as a trade secret under applicable law.

5.4. Upon the expiration or termination of the license to use the Material and request by the Disclosing Party, the Receiving Party will, at its election, either return to the Disclosing Party or destroy (providing a signed certificate of complete destruction), all originals, copies, and summaries of documents, and other tangible manifestations, to the extent that they contain Confidential Information, in the possession or control of the Receiving Party; provided, however, that one

copy of the Confidential Information may be retained by the Receiving Party for the sole purpose of monitoring its ongoing obligations hereunder.

6. Warranties

6.1. **No Warranties.** THE MATERIAL IS UNDERSTOOD TO BE EXPERIMENTAL IN NATURE AND IS PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ONT MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY.

THE RECIPIENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE EVALUATION, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE REPORT AND ANY DATA INCLUDED THEREIN. RECIPIENT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY ONT GROUP OR ANY OTHER PERSON RESULTING FROM THE EVALUATION OR USE OF THE REPORT OR THE DATA CONTAINED THEREIN.

6.2. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF DATA, FOR ANY REASON WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR CLAIMS ARISING FROM A BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL A PARTY'S LIABILITY FOR DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT EXCEED US\$100.

7. Miscellaneous

This Agreement will not be assigned or otherwise transferred by either party without the prior written consent of the other party, except that ONT may assign this Agreement to an affiliate or to a successor in connection with the merger, consolidation or sale of all or substantially all of its assets or that portion of its business to which this Agreement relates. It is expressly agreed that ONT and Recipient will be independent contractors and that the relationship between the parties will not constitute a partnership, joint venture or agency. Any member of the ONT Group that is not a party