

MINKNOW / METRICHOR AGENT END USER LICENSE AGREEMENT

PLEASE READ THIS CONTRACT (THIS “AGREEMENT”) CAREFULLY. BY CLICKING THE ACCEPT BUTTON, YOU (THE “CUSTOMER”) AGREE THAT (A) THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY CUSTOMER AND (B) CUSTOMER IS AUTHORIZED TO REPRESENT AND BIND ANY PERSON FOR WHOM CUSTOMER WORKS. IF CUSTOMER DOES NOT AGREE, DO NOT CLICK ON THE BUTTON THAT INDICATES THAT CUSTOMER ACCEPTS THE TERMS OF THIS CONTRACT AND DO NOT ACCESS OR USE THE SOFTWARE.

If Customer is residing in a jurisdiction that restricts the ability to enter into agreements such as this Agreement according to age and Customer is under such a jurisdiction and under such age limit, Customer may not enter into this Agreement or use the Software. Customer may not click on the “I ACCEPT” button if Customer is not at least 18 years of age.

Customer 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 Customer 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. “**APIs**” shall mean the application programming interfaces which control or extract data from the MinKNOW Software and the Metrichor Agent Software, and from any other software that the Oxford Group provides.

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

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

1.5. “**Biological Data**” shall mean any data that provides a characterization of the biological, genetic, biochemical and/or physiological properties, compositions, or activities of the sample materials. Biological Data shall include processed nucleotide sequence data but shall exclude Instrument Data.

1.6. “**Commercial**” shall mean primarily intended for or directed towards commercial advantages or monetary compensation.

1.7. “**Consumables**” shall mean a Wash Kit, Sequencing 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, which type and mix is requested 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.

1.8. "**Device**" shall mean the MinION, the PromethION or both, to the extent provided to Customer by Oxford pursuant to an Order.

1.9. "**Effective Date**" shall mean the earlier of the date on which the Customer clicks the "Accept" button or the date the Customer accesses the Software.

1.10. "**Feedback**" shall have the meaning given in Section 6.5 of this Agreement.

1.11. "**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.

1.12. "**Force Majeure**" shall mean an event beyond a Party's reasonable control, and which could not have been foreseen or which if it could have been foreseen was unavoidable, such as without limitation industrial disputes, strikes, failure of energy sources or transport networks, acts of God, war, terrorism, riot, civil commotion, failure of technical facilities, collapse of building structure, malicious damage, breakdown of machinery or default of suppliers or subcontractors.

1.13. "**Goods**" shall mean, together, the Hardware and Consumables.

1.14. "**Hardware**" shall mean Devices and Flow Cells.

1.15. "**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.

1.16. "**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.

1.17. "**License**" shall have the meaning given in Section 2.1 of this Agreement.

1.18. "**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 any law, order or regulation of another sovereign with jurisdiction over Customer or Oxford.

1.19. “**Metrichor Agent Software**” shall mean Oxford’s Metrichor Agent Software that Customer must download from a website designated by Oxford to manage the transfer of data files from Customer’s workstation to and from the Metrichor Interface for processing and reporting, including, without limitation: (a) the object code version of the software; (b) all functional specifications associated with the Metrichor Agent software made available to Oxford customers on Oxford’s website, as amended from time to time (the “Metrichor Agent Documentation”) and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the Metrichor Agent Software.

1.20. “**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.

1.21. “**Metrichor Interface Documentation**” shall mean all functional specifications associated with the Metrichor Interface made available to Customers on the Oxford website or Metrichor Interface, as amended from time to time.

1.22. “**Metrichor Ltd.**” shall mean Metrichor Limited, a subsidiary of Oxford Nanopore Technologies Ltd., registered in England under company number 08534345 and having its registered office at Edmund Cartwright House 4 Robert Robinson Avenue, Oxford Science Park, Oxford OX4 4GA.

1.23. “**MinION**” shall mean the outer casing into which one Flow Cell fits, and associated electronic components.

1.24. “**MinKNOW Software**” shall mean Oxford’s MinKNOW Software that Customer must download from a website designated by Oxford to manage MinION operations including, without limitation: (a) the object code version of the software; (b) all functional specifications associated with the MinKNOW software made available to Oxford customers on Oxford’s website, as amended from time to time (the “MinKNOW Documentation”) and (c) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items associated with the MinKNOW Software.

1.25. “**Oxford**” shall mean with respect to any Order, the member of the Oxford Group that is a counterparty to such Order.

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

1.27. “**Oxford Confidential Information**” shall mean any information disclosed by Oxford 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, the Software, Instrument Data, Oxford research, development, trade secrets, software design, data collection, inventions, source code, APIs,

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).

1.28. “**Oxford Proprietary Information**” shall mean and include (a) the Hardware, Software and Instrument Data; and (b) all other materials owned or licensed by Oxford, including any Intellectual Property Rights therein or appurtenant thereto.

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

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

1.31. “**PromethION**” shall mean the outer casing into which forty-eight Flow Cells fit, and associated electronic components.

1.32. “**Research Use**” shall have the meaning given in Section 2.2 of this Agreement.

1.33. “**Software**” shall mean the MinKNOW Software, the Metrichor Agent Software, the Base Caller Software, and other Oxford Group Device software, as applicable, whether embedded in the Hardware or provided separately, and related documentation.

1.34. “**Customer**” shall mean the customer that places an order and/or a Customer that registers a Device and/or a Person who contracts with Oxford for a license.

2. Oxford’s Grant of License; Restrictions.

2.1. Contingent upon Customer’s acceptance of this Agreement, and subject to its terms, Oxford hereby grants, under Oxford’s Intellectual Property Rights, other than Application Specific IP, to Customer a non-exclusive, non-transferable, limited, personal, revocable license, without the right to sublicense, for the duration of the term, as defined in Section 6.1 of the Agreement, to use (a) in object code form (i) the Software configured to operate with the Customer’s ASIC ID(s) and/or Customer’s Devices, (ii) the Metrichor 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) (together, the “License”), and (b) such Instrument Data as Oxford may make available solely for Customer’s access to and use of tools available through the Metrichor Agent Software. The Software is licensed to the Customer, not sold, and shall be used only in conjunction with Devices assigned to such Customer. Except as otherwise specified in an order, Customer may not install more than one instance of the Software per laptop, personal computer, workstation or other suitable computing system owned by Customer, except as otherwise be specified in an Order. Customer may not run

more than one MinION on any laptop, personal computer or workstation, except as otherwise be specified in an Order.

2.2. Customer's License shall be granted solely for Customer's Research Use. "Research Use" means use for internal research using a Device (which includes research services provided to third parties, provided such services are not Commercial) and **specifically excludes** (a) use of the Software other than in accordance with this Agreement, relevant specifications, Oxford's instructions, Metrichor Interface Documentation, MinKNOW Documentation or other relevant documentation; (b) use of the Software for a clinical, diagnostic or other non-research purpose; (c) modification or creation of any derivative works of the Software (except to the extent applicable laws specifically prohibit such restriction); (d) copying the Software except as approved in writing by Oxford (except to the extent applicable laws specifically prohibit such restriction); (e) separating Software, which is licensed as a single product, into its component parts; (f) sublicensing or permitting simultaneous use of Software by more than one Customer; (g) reverse engineering, decompiling, disassembling or otherwise attempting to derive the source code for Software (except to the extent applicable laws specifically prohibit such restriction); (h) extracting or isolating components of the Software or subjecting them to non-authorized analysis; (i) gaining access to or determining the methods of operation of the Software; (j) redistributing, encumbering, selling, renting, leasing, sublicensing, using Software in a timesharing or service bureau arrangement (including provision of services to third parties using the Software) or otherwise transferring rights to Software; (k) accessing, reading or copying any Instrument Data; or (l) removing or altering any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or a component thereof. Customer further agrees not to make available to any third party Biological Data generated through use of a Device, MinKNOW or Software, whether or not for processing on Customer's behalf, within the first forty-eight hours after such Biological Data is first written to a computer storage disk at Customer's direction. Customer shall take no action that, in any way, would infringe upon the copyrighted programs, Software, Metrichor Interface or data of Oxford, or that would infringe upon Oxford Proprietary Information. Customer shall not remove any proprietary, copyright, confidential or trade secret legend from any portion of the Software or any data or support materials provided to Customer by Oxford.

3. Device Enabling.

3.1. Oxford may access instrument run reports produced by Customer using the Software and the Software will automatically post instrument run reports to Oxford. Customer agrees to enable this access, including across Customer's firewalls, and the License is conditioned upon such access.

3.2. Compliance. Customer represents and warrants that Customer is authorized to enter into this Agreement and comply with its terms. Furthermore, Customer represents and warrants that Customer will at any and all times meet Customer's obligations hereunder and will ensure that the way in which and the purposes for which it uses the Goods and the Software complies with all laws, regulations and government policies that may apply. Customer is responsible for obtaining any necessary approvals, licenses and permissions that may be required for such use and operation. Without limitation to the other restrictions set out in this Agreement, Customer warrants that it will in no event use or allow use of the Goods and the Software or any

parts of them 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.

4. Software Support.

4.1. Support Access. Customer may access the password-protected portion of Oxford's website containing frequently-asked questions, support forums, Metrichor Agent Documentation and MinKNOW Documentation.

4.2. Customer System Requirements. Customer shall use Software only on devices with systems meeting Oxford's configuration requirements, which requirements are listed in the Software Documentation or Oxford's website.

4.3. Oxford's Support Obligations. Oxford shall use commercially reasonable efforts to fix errors in the functioning of the Software that cause it to function other than in accordance with its applicable functional specification included in the Software Documentation upon notice by the Customer. Oxford reserves the right, but is not obligated, to provide additional support at no additional cost, or for a fee to be agreed mutually by the Parties.

4.4. Updates. Customer shall install patches or new releases released by Oxford within one (1) month after release, if not otherwise installed or updated automatically. Customer shall not interfere or otherwise prevent automatic updates of patches or new releases of the Software and shall cooperate in installing patches on new releases of Software.

5. Ownership; Confidentiality.

5.1. Ownership of Intellectual Property. Oxford, its affiliates and its licensors, as applicable, are the sole and exclusive owners of the Intellectual Property Rights, including, but not limited to, copyrights, patents, trademarks, and trade secrets, and any other applicable intangible property rights, in the Software, 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 of any copyright or any other applicable Intellectual Property Right in the Software. Customer shall have a license to use the Software, and the Intellectual Property Rights therein, only to the extent specifically provided in this Agreement and to the extent such is reasonably necessary for Customer's performance under the Agreement.

5.2. Reservation of Rights. Each party reserves all of its rights. Except for any express license herein, no license is granted.

5.3. Confidential and Proprietary Information.

5.3.1. Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential at all times all Oxford Confidential Information Customer receives from Oxford. Customer agrees not to use Oxford Confidential Information other than for the purposes contemplated by this Agreement. Customer acknowledges and agrees that, unless otherwise specifically provided herein or agreed by Oxford in writing, the Software, including

the specific design and structure of individual programs, provided to Customer by Oxford constitute confidential proprietary information and trade secrets of Oxford. Customer shall permit only authorized Customers, who possess rightfully obtained license keys, to use the Software. Customer agrees not to transfer, copy, disclose, provide or otherwise make available Oxford Confidential Information, including, without limitation, the Software in any form to any third party, except as provision of research services to third parties, provided such services are not Commercial, using the Software without the prior written consent of Oxford.

5.3.2. Customer agrees to use best efforts to maintain the security of the Software and any other Oxford Confidential Information provided to Customer by Oxford. Customer will use its best efforts to cooperate with and assist Oxford in identifying and preventing any unauthorized use, copying, or disclosure of the 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 Oxford that result from any disclosure of any Oxford Confidential Information or any portion of the Software that result from any disclosure of the same 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 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, relevant specifications and Instrument Data are treated by Oxford as trade secrets.

5.3.3. Certain Device-Sharing Restrictions. Customer acknowledges that the means used by the Oxford Group 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 Customer's Order and/or that particular laptops, computers or 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), the Oxford Group cannot ensure the security of information or other materials made available hereunder in the Oxford Group's custody or control. Customer further acknowledges that use of Goods may be dependent on rights to use software separately licensed on a non-transferable basis.

5.4. Restricted Rights Notice. 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 the these terms of use 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 the 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. This data may be reproduced and used by the government with the express limitation that it will not, without written permission of the 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, in whole or in part. The Oxford Group reserves all rights and licenses not expressly granted under this Agreement, including, without limitation, all rights in trademarks and associated goodwill.

5.5. Feedback License. Customer hereby grants the Oxford Group 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 Oxford Proprietary Information and any content Customer may add to the Oxford Group's Resources and Support website (collectively, "Feedback") in any manner and for any purpose. The Oxford Group may, in its sole discretion, and without compensation to or attribution of Customer or any third party, use Feedback Customer provides in any way. Customer warrants that Customer's Feedback is not subject to any license terms that would purport to require 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.

6. Term and Termination.

6.1. Term. This Agreement shall be effective as of the Effective Date and will remain in effect for the duration of that certain commercial sales agreement between Oxford and Customer pursuant to which Oxford makes available a Device.

6.2. Termination. Except as otherwise provided in Section 9.2, Oxford may terminate this Agreement with Customer upon prior written notice if Customer 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 Sections 2 or 5 of this Agreement or (b) Customer filing an action or commencing a proceeding contesting the Oxford Group's ownership of or the validity or novelty of any Oxford Group patent, by deactivating the license associated with Customer's License. In any case, either Party may terminate this Agreement for any reason by providing the other Party 30 days written notice thereof.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the rights and licenses granted to Customer under this Agreement shall immediately terminate and (b) Customer shall immediately cease using and uninstall, if applicable, all instances of the Software, and return, or, at Oxford's request, destroy, all tangible embodiments of the 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 the continuing rights of Oxford Group under Sections 3 and 5.5 of this Agreement.

7. Disclaimer, Limited Warranties.

7.1. 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, THE OXFORD GROUP 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 CUSTOMER’S LEGAL OR REGULATORY COMPLIANCE OBLIGATIONS). WITHOUT LIMITATION OF THE FOREGOING, THE OXFORD GROUP EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER’S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR THE RESULTS OBTAINED FROM CUSTOMER’S USE OF THE SOFTWARE. CUSTOMER SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE. The Oxford Group makes no warranty or representation and gives no indemnity in respect of any third party's products, whether or not obtained from the Oxford Group. The Oxford Group’s supply of any such third party-produced products will be subject to separate terms and conditions of the manufacturer or licensor, which will be specified at the time of purchase in relation to such product. Any samples, training materials, descriptive material or advertising related to the Software, whether or not produced by the Oxford Group and any descriptions contained in or on the Oxford Group’s websites or in the Oxford Group’s marketing materials or product literature are produced for the purpose of general information only and shall not form part of this Agreement or have any contractual force. Customer acknowledges that Customer has not relied on any statement, promise, representation, assurance or warranty made or given by the Oxford Group or its agents which is not set out in the Agreement.

7.2. CONNECTIVITY. CUSTOMER ACKNOWLEDGES THAT, IN CONNECTION WITH THE SOFTWARE, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED, AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND CONTROL AND JURISDICTION OF OXFORD. ACCORDINGLY, OXFORD ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE SOFTWARE. OXFORD MAKES NO WARRANTIES AS TO THE SECURITY OF CUSTOMER

COMMUNICATIONS. THE OXFORD GROUP MAKES NO WARRANTIES AS TO THE SECURITY OF DATA, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMERS' COMPUTER(S) OR ONLINE COMMUNICATIONS. CUSTOMER AGREES THAT NO MEMBER OF THE OXFORD GROUP WILL BE LIABLE FOR ANY SUCH ACCESS.

8. LIMITATION OF LIABILITY. EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW, NO MEMBER OF THE OXFORD GROUP WILL BE LIABLE TO CUSTOMER, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, FOR ANY 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). SUBJECT TO SECTION 9.3, IN ALL EVENTS THE MAXIMUM DAMAGES OF ANY TYPE FOR WHICH ANY MEMBER OF THE OXFORD GROUP SHALL BE LIABLE UNDER OR RELATED TO THIS AGREEMENT IS 100 U.S.D.. Any action for breach of Agreement or claim for indemnification must be commenced within one year of the accrual of the cause of action.

8.1. Customer Responsibility. Customer agrees to assume full responsibility for (a) compliance with this Agreement and (b) 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: (i) any breach by the Customer Group of this Agreement; (ii) any failure by the Customer Group to use any materials or services made available hereunder in accordance with the Oxford Group's written instructions; (iii) Customer Group's use of any materials made available hereunder; or (iv) any introduction by the Customer Group of hazardous substances into or onto any materials made available hereunder.

9. General Provisions.

9.1. 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, nor any country to which the United States 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, and Specially Designated Narcotic Traffickers, nor is Customer 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 Customer 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 Customer 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.

9.2. New Zealand Customers. If the Customer 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.

9.3. Australian Customers. This Section 9.3 applies if the Customer 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, the Oxford Groups’s entire liability for breach of a Non-Excludable Provision in relation to this Agreement or the Customer’s use of the Software is limited to (at the Oxford Group’s option): (i) supplying the relevant Software again or (ii) repairing the relevant Software in accordance with Section 4.3.

9.4. United Kingdom Customers. This Section 9.4 applies if the Customer 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, the Oxford Group’s entire liability for breach of a Non-Excludable Provision in relation to this Agreement or the Customer’s use of the Software is limited to (at the Oxford Group’s option): (i) supplying the relevant Software again or (ii) repairing the relevant Software in accordance with Section 4.3.

9.5. Audit. To audit compliance with this Agreement, 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.

9.6. 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. 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 us with at least thirty (30) days prior written notice and any reasonably requested information before exercising such rights, to allow us to offer alternatives at our sole discretion.

9.7. Non-Waiver. 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.

9.8. Notice. Any notice under this Agreement must be given in writing, which may include email. Notice by post should be sent to Customer or Oxford's address as specified on the Order, or to the relevant party's registered office if no such address has been given, or as Customer or the Oxford Group may otherwise direct in writing from time to time. Notice will be deemed received: (i) if delivered personally, on the date of delivery; (ii) if sent by prepaid first class post or other next working day delivery service, on the second business day after posting; (iii) if delivered by commercial courier, on the date the courier's delivery receipt is signed; or (iv) if sent by fax or email, one business day after transmission.

9.9. 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: (a) with respect to Goods used within North or South America, the laws of the State of New York, except for any conflict of laws rules that would give rise to application of the substantive law of another state and except to the extent the Customer is an instrumentality of the US federal government, in which case, this Agreement shall be governed by US federal law to the extent required and applicable, and otherwise by the laws of the State of New York, and (b) with respect to Goods used outside North or South America, the laws of England. Customer hereby consents to the exclusive jurisdiction of: (a) with respect to Goods used within North or South America, the state and federal courts located in the State of New York, and (b) with respect to Goods used outside North or South America, the courts located in England, for resolution of any dispute or claim arising in connection with this Agreement. Notwithstanding the foregoing, with respect to Goods used outside North or South America, Oxford may, at its sole option, enforce this Agreement in any jurisdiction in which Customer is subject to suit. Customer Customer Customer

9.10. 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 the Oxford Group 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.

9.11. 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.

9.12. Entire Agreement and Acknowledgement. This Agreement, together with the incorporated terms and conditions, constitutes the complete and exclusive agreement between Customer 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 Customer 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. This Agreement may not be amended except in a writing duly signed by Customer and an authorised representative of Oxford. Oxford may update these terms from time to time on notice to Customer; provided that, if Customer is adversely affected by such update, Customer has the option to terminate this Agreement by providing written notice to Oxford of its intent to terminate within five (5) days after such notice is published, and if Customer does not provide such notice of intent to terminate within such five-day period, the updated terms shall apply to Customer; and provided further that, such revised terms shall only apply to Orders accepted after such change was published by Oxford.

9.13. 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.

9.14. 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. 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.

9.15. Survival. The provisions of Sections 2.2, 3, 5, 6.3 and 7 through 9 shall survive any expiration or termination of this Agreement for any reason.

I, THE CUSTOMER 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 CLICKING ON THE BOX LABELED "I ACCEPT." 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 CONTINUE TO THE NEXT PAGE AND SHALL CONTACT OXFORD AT [_____].