

NNi HARDWARE DEVICE TERMS AND CONDITIONS OF SALE

Please read these NNi Hardware Device Terms and Conditions of Sale (“**Sale Terms**”) before using any Northern Nanopore Instruments Inc. (“**NNi**”) hardware Device and related licensed software. By submitting an order, You, the purchaser of the Device, and, if applicable, any end user (“**End User**”) on whose behalf You are making a purchase (You and the End User are hereinafter collectively referred to as “**Customer**”; and Customer and NNi are hereafter together referred to individually as a “**Party**” and collectively as the “**Parties**”) agree to be bound by and accept the terms and conditions of these Sale Terms. If You and/or the End User, as the case may be, disagree with these Sale Terms, do not submit an order. You represent and warrant that You have the necessary authority to bind all of Your End Users to these Sale Terms.

1. **Definitions.** The following terms shall have the following meanings:

“**Application Data**” means any data in respect of a specific use of a Device or NNi Software for the purpose of producing a particular output by Customer.

“**Commercial use**” means any use: (i) that directly or indirectly involves an exchange of money or other consideration or is otherwise intended to generate revenue, income or profit (ii) that promotes a business (e.g., sole proprietorship, corporation, or partnership), product, or service, or (iii) where financial gain or other consideration is either sought or a result, directly or indirectly, of use of a Device or NNi Software; or (iv) a Device or Software is used to produce any other product, material or device to which the foregoing would apply.

“**Consumable**” means any single use or re-usable consumable for use with a Device;

“**Device**” means any NNi-branded hardware Device provided by NNi pursuant to an Order;

“**Device Data**” means any data relating to any Device, including without limitation any calibration, performance, or other such data.

“**EULA**” means the End User License Agreement in respect of use of the Software set out at [URL].

“**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.

“**NNi Confidential Information**” shall mean any information disclosed by NNi that is disclosed in a manner such that Customer should reasonably understand such information to be confidential provided, however, NNi 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 NNi, or which subsequently becomes known in the public domain other than due to a breach of the terms of these Sales Terms; (b) information already known to Customer at the time of disclosure (other than as a result of a violation of any duty of confidentiality); or (c) 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).

“**NNi Proprietary Information**” shall mean all information relating to (a) the Hardware, Software; and (b) all other materials owned or licensed by NNi, including the design and processes used to manufacture the Devices or the Software and any Intellectual Property Rights therein or appurtenant thereto.

“NNi Software” means the NNi software applications or software code developed and supplied by NNi, including without limitation software that may be used in connection with certain NNi Devices;

“Order” means an order for Devices and/or Consumables submitted by Customer and accepted by NNi in accordance with Section 2 and Section 3 of these Sale Terms

2. Permitted Usage – Non-Commercial Use. DEVICES ARE LICENSED FOR NON-COMMERCIAL USE ONLY UNDER THIS AGREEMENT. Any Commercial use of a Device or NNi Software is expressly prohibited unless agreed in writing by NNi.

3. Ordering and Quotes. Specific quantities of Device(s) may be ordered by Customer by submitting orders to NNi in such form as may be specified by NNi from time to time (including by means of acceptance of a quotation provided by NNi) and which orders shall be subject to these Sale Terms. Each order shall include: (i) unit quantity; (ii) shipping destination; (iii) estimated delivery date, and (iv) any other instructions or requirements pertinent to the order. Quotations may be provided by NNi on request from Customer.

4. Acceptance of Orders. An order shall be deemed to have been placed by Customer as of the date of receipt of such order by NNi. If Customer submits an order, such order shall not be binding on NNi and no obligation to supply Device(s) shall be imposed on NNi until it is accepted by NNi in writing (including without limitation by email), at which point it shall become binding. NNi will use commercially reasonable efforts to respond by email to each order submitted by Customer within five (5) business days following receipt thereof; if NNi does not respond in writing within such time, then such order shall be deemed to have been rejected in writing by NNi. NNi shall not be obliged to fulfill accepted purchase orders for Device(s) if Customer is in default of any of Customer’s obligations under these Sale Terms and NNi shall have the right, without limitation, to withhold shipment or to stop shipments of Device(s). Customer may not cancel an order once it has been accepted by NNi. Any terms proposed in Customer’s acceptance of a quotation or an order for the purchase or lease of the Devices which add to, vary from, or conflict with the terms herein or in the quotation are hereby rejected. Any such proposed terms shall be void and the terms herein and in the email confirming acceptance of the Order shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties with respect to the applicable Order.

5. Delivery; Title; License; Risk of Loss. NNi shall use reasonable commercial endeavours to deliver Devices on the date specified in the applicable Order or within 6 weeks of the date of the applicable Order, whichever is later, unless otherwise expressly agreed. Title to all Device(s) and related Software remains with NNi. NNi hereby grants Customer a perpetual, non-exclusive, worldwide, non-sublicensable, non-transferable license to use the Devices for the purposes specified in the applicable Order or, if not so specified, for its own internal Non-Commercial purposes. Licenses are granted for Non-Commercial uses only, and no Device or Software may be used for Commercial purposes. Customer bears all responsibility for loss of or damage to Device(s) after such Device(s) are received by Customer, unless Customer selects its own mode of shipping in which case risk passes after such Devices are collected by the shipping provider. For Device(s) being returned for repair, risk of loss is borne by Customer for return shipment of the Device to NNi and by NNi following repair and upon shipment to Customer.

6. Payment; Purchase Price and Associated Charges. Payment in full must be made at the time Customer submits Customer’s order unless otherwise agreed by NNi in writing. NNi is under no obligation to extend credit arrangements to Customer. Customer will pay the total purchase price for each order plus shipping and handling, if any, as specified in the emailed invoice. Customer is also responsible for all taxes related to any purchase and for any duties or other fees for the import of the Device(s), if applicable, including but not limited to all sales taxes, value-added taxes, import taxes/customs/duties, and any other similar taxes or fees imposed by any governmental entity. For Canadian sales, NNi will invoice Customer for the applicable sales-related taxes and subject to Customer’s payment of such taxes will submit such

amounts to the applicable Canadian taxation authority. For non-Canadian sales, Customer shall be responsible for paying and submitting all sales taxes, value-added taxes, import taxes/customs/duties, and any other similar taxes or fees imposed by any applicable taxation authority. If NNI has extended credit to Customer and if any payment, or any other sum due to NNI under these Sale Terms becomes past due for more than thirty (30) days, NNI may charge Customer a late payment charge of two percent (2%) per month (26.8% annually) or the maximum rate legally permitted, whichever is less, commencing from the date the payment first became overdue.

7. **Price Changes.** NNI may change, in its sole discretion, any pricing set forth in its price lists at any time. If NNI increases the price of a Device, all orders for such Device accepted prior to the effective date of the price increase shall be invoiced at the previous price. NNI may discontinue offering any Device at any time.

8. **Consumables.** Customer expressly agrees and acknowledges that certain Consumables (whether provided by NNI or not) may be manufactured by third parties and may not be provided by NNI. NNI may make certain recommendations from time to time in respect of which Consumables to use with the Devices, and the manner in which such Consumables may be used in connection with such Devices ("**Recommended Consumables**"). NNI recommends the use of Recommended Consumables for the purposes of obtaining better results when used in connection with Devices on the basis of its own experimentation with the use of such Recommended Consumables. However, notwithstanding the foregoing, NNI makes absolutely no representation or warranty regarding any Consumables (including without limitation any Recommended Consumables), makes no representation or warranty regarding the fitness for purpose, suitability or otherwise, and expressly disclaims all other representations, warranties and conditions, express or implied, including any implied warranties and/or conditions of merchantability, merchantable quality, non-infringement, fitness for a particular purpose, or against hidden or latent defects in respect of such Consumables (including without limitation any Recommended Consumables).

9. **Disclaimer of Warranties.** Customer expressly acknowledges that the Devices are a novel technology that are still in development. While NNI uses reasonable commercial endeavours to ensure that all Devices perform in accordance with such specifications as NNI may publish for such Devices at the time of purchase, all Devices are provided on an "AS-IS" basis without any warranty of any kind unless otherwise expressly agreed by NNI in writing (in which event such warranty shall solely be in respect of the Devices referred to, and not any Consumables). Without limiting the foregoing, NNI does not warrant that the operation of the Device(s) will be uninterrupted or error-free or will perform in accordance with any specifications. NNI disclaims all other representations, warranties and conditions, express or implied, including any implied warranties and/or conditions of merchantability, merchantable quality, non-infringement, fitness for a particular purpose, or against hidden or latent defects.

10. **Technical Support.** NNI will provide technical support to Customer in accordance with NNI's then-current support policy set forth in the applicable Order (if any), subject to full payment for the applicable Device(s) having been received. Subject to the terms of such support policy, NNI may respond to Customer support problems by phone or by email. If a support problem cannot be rectified via phone or email, Customer may be provided with return instructions for the affected Device, where NNI will provide such support as may be set out in such support policy.

11. **Confidential and Proprietary Information.** Customer agrees not to disclose to third parties and to use Customer's best efforts to keep confidential at all times all NNI Confidential Information Customer receives from NNI. Customer agrees not to use NNI Confidential Information other than for the purposes contemplated by this Agreement. Customer acknowledges and agrees that, unless otherwise specifically provided herein or agreed by NNI in writing and without limiting any other provision of this agreement, the specific design and structure of individual components or programmes of the Devices and the Software, provided to Customer by NNI constitute confidential proprietary information and trade secrets of NNI. Customer shall permit only authorized users who possess rightfully obtained license(s) to use the Software. Customer agrees not to transfer, copy, disclose, provide or otherwise make available NNI Confidential Information to any third party without the prior written consent of NNI.

Customer agrees to use best efforts to maintain the security of the NNI Confidential Information provided to Customer by NNI. Customer will use its best efforts to cooperate with and assist NNI in identifying and preventing any unauthorized use, copying, or disclosure of the Devices or 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 NNI Confidential Information in a manner consistent with the protection of NNI'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 NNI that result from any disclosure of any NNI Confidential Information 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 NNI of a request to disclose any NNI Confidential Information or making a determination that disclosure of any of the same is required under applicable law; and (b) Customer identifies, and discloses to NNI, the requesting party, the information to be disclosed and the specific binding legal authority requiring such disclosure with sufficient time for NNI to interpose an objection to such disclosure or take such other action as NNI deems necessary to protect the NNI Confidential Information. The Software, Specifications, and Instrument Data are treated by NNI as trade secrets.

12. **Restrictions on Rights.** Unless otherwise agreed in writing by NNI, the Devices and the Software shall not be used (A) by any person or entity that is, or is affiliated with, a current or potential competitor of NNI; (B) on behalf of or for the benefit of any such competitor; (C) for the development of any other product or service that competes or could compete with the products or services of NNI (except to the extent applicable laws specifically prohibit such restriction) or (D) for monitoring, benchmarking (including but not limited to actively designing or redesigning products intended to better compete with the Devices or the Software) or other competitive purposes. Customer represents and warrants that Customer will not use the Devices or Software in contravention of this provision. Further, Customer shall not (a) modify or create any derivative works of the Devices or NNI Software (except to the extent applicable laws specifically prohibit such restriction); (b) copy the Devices or NNI Software except as approved in writing by NNI (except to the extent applicable laws specifically prohibit such restriction); (c) separate the Devices or NNI Software into their component parts; (d) reverse engineer, disassemble or otherwise attempt to derive the composition or internal functioning of the Devices or NNI Software (except to the extent applicable laws specifically prohibit such restriction); (e) extract or isolate components of the Devices or NNI Software, or subject them to non-authorized analysis; (f) gain access to or determine the methods of operation of the Devices or NNI Software; or (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Devices or components thereof.

13. **Suggestions.** If Customer provides NNI with any suggestions, comments or other feedback relating to any aspect of the Devices, the NNI Software or any other NNI products or services ("**Feedback**"), Customer hereby grants NNI a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to fully exploit such Feedback, including, within the Devices, the NNI Software or any other NNI products or services. Customer retains all right to Application Data but may provide or enable the collection of Device Data to or by NNI from time to time. Except for Application Data submitted by Customer, NNI shall own all right, title and interest (including all intellectual property rights) in and to such Device Data. If any rights in any Device Data initially vest in Customer, Customer hereby grants to NNI all of Customer's right, title and interest (including all intellectual property rights) in and to such Device Data. NNI will be entitled to make Device Data available to third parties in NNI's discretion if such Device Data does not identify Customer and cannot be traced back to Customer.

14. **Repair.** If a Device is damaged or defective upon initial delivery to Customer (the date of delivery is hereinafter referred to as the "**Delivery Date**"), Customer must notify NNI technical support within thirty (30) days of the Delivery Date ("**Warranty Period**") to receive a replacement for such Device. Upon receipt of timely notification about any Device that was damaged or defective upon initial delivery to Customer, NNI will provide return instructions, if required. Device(s) that were damaged or defective upon initial delivery to Customer, must then be returned to NNI as soon as reasonably practicable for repair or replacement in NNI's discretion. NNI may arrange for the delivery of temporary or permanent replacement Device(s) for Device(s) that were damaged or defective upon initial delivery. If a Device is damaged or defective upon

initial delivery to Customer, NNI may in its discretion provide a refund for the affected Device(s) instead of repairing or replacing the affected Device.

Any NNI reseller or distributor involved in the purchase of a Device is not authorized to make any modification, extension, or addition to the return provisions provided by NNI pursuant to these Sale Terms, although any such reseller or distributor may provide its own warranty in addition to the Warranty provided by NNI.

15. Limitation of Liability. NEITHER NNI NOR ITS LICENSORS, RESELLERS, DEALERS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER SIMILAR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF NNI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. NNI IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. THE DEVICE(S) ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS DEVICES FOR USE IN HAZARDOUS OR MEDICAL ENVIRONMENTS. NNI's MAXIMUM AGGREGATE LIABILITY TO CUSTOMER, AND THAT OF NNI's LICENSORS, DEALERS, RESELLERS AND SUPPLIERS SHALL NOT EXCEED THE PRICE PAID FOR THE DEVICE(S) GIVING RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH.

16. Software Licenses. The Software and any other any software or firmware that is embodied in or provided with any Device(s) purchased by a Customer is licensed pursuant to the terms and conditions of the NNI EULA, and which EULA is hereby incorporated by reference into these Sale Terms. Customer shall not reproduce, modify, reverse engineer, decompile, disassemble, or create derivative works based upon any software and/or firmware furnished with any of the Device(s).

17. General. These Sale Terms (including the EULA as incorporated into these Sale Terms) are the entire agreement between Customer and NNI in respect to the purchase by Customer of any Device(s) from NNI. These Sales Terms may not be changed except by a written agreement with NNI. Customer may not assign Customer's rights and/or obligations under these Sale Terms without NNI's prior written consent. NNI may assign NNI's rights and/or obligations under these Sale Terms at any time without notice. If any provision of these Sale Terms is held to be unenforceable for any reason, the legality or enforceability of the remaining terms shall not be affected or impaired. The failure of NNI to act with respect to a breach of these Sale Terms by Customer does not constitute a waiver and shall not limit NNI's rights with respect to such breach or any subsequent breaches. The Device(s) and related information are subject to the export and import laws and regulations of Canada and the United States and Customer shall comply with all such laws and regulations as well as any other applicable export laws and regulations. NNI shall not be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control. These Sale Terms shall be governed by the laws of the Province of Ontario, Canada and the laws of Canada applicable therein, excluding any choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods, and any legislation implementing such Convention, shall not apply to these Sale Terms. Customer consents and attorns to the exclusive jurisdiction of the Ontario courts and waives trial by jury. If any provision of these Sale Terms is found to be illegal, invalid or unenforceable, such provision shall be deemed severed and the remainder of these Sale Terms shall continue in full force and effect. Customer shall comply with all applicable laws as they relate to these Sale Terms and Customer's use of the Device(s). The provisions of these Sale Terms which, by their terms, require performance after the termination of these Sale Terms (which shall include all licenses granted to NNI pursuant to these Sale Terms), or have application to events that may occur after the termination of these Sale Terms, shall survive the termination or expiration of these Sale Terms.

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