



Equipment and Software License

1. The Parties

- 1.1. A reference to "Izon" means Izon Science Limited.
- 1.2. A reference to "Licensee" means the purchaser of the Equipment and any person authorized by the Purchaser to use the Equipment or the Software.

2. Definitions

- 2.1. "Consumables" means any consumable product used with the Equipment, including assay kits, flexible nanopore membranes, buffer solutions, lubricants, seals and reagents.
- 2.2. "Documentation" means any user manuals, training materials, bulletins, information sheets, technical information or other documentation pertaining to the Software, in both digital and paper form.
- 2.3. "Equipment" means all instruments, equipment, apparatus and systems utilizing the Technology. "Equipment" includes the Software, although Izon retains title to the Software.
- 2.4. "Intellectual Property" means all of Izon's proprietary rights in the Technology, Software and Equipment, including, without limitation, the Patents, copyrights, design rights, Know-how, trade secrets, research and development, drawings and specifications, enhancements and improvements to the Technology, Software and Equipment.
- 2.5. "Know-how" means the technology, procedures, formulae, technical knowledge and information and trade secrets relating to the development, manufacture, use and operation of the Equipment and the Technology.
- 2.6. "License" means this Equipment and Software License between Izon and Licensee, as amended from time to time by Izon.
- 2.7. "Patents" means all patents and patent applications (including PCT applications and national phase applications pursuant thereto), all further patent applications that may be filed claiming priority there from and all continuation applications, cognate applications and divisional applications pursuant thereto, that Izon presently owns or may obtain, prosecute and maintain in the future, including, without limitation, UK Patent Application 1001311.8 ("Control of particle flow in an aperture"), UK Patent 2421303 ("Detecting, measuring and controlling particles and electromagnetic radiation"), UK Patent 2429524 ("Fabrication of an aperture in a deformable elastomeric material"), and all national phase applications deriving from PCT Applications PCT/EP2005/053366 and PCT/GB2007/050340.
- 2.8. "Software" means any software (including programmable logic devices) used to operate or control the Equipment or to interpret any data produced with the Equipment, whether residing within the Equipment as firmware or on an external computer. Software includes all updates, upgrades and new versions thereof. Software also includes the Documentation.
- 2.9. "Technology" means all of Izon's proprietary technology, including its technology for the detection, measurement, analysis and control of particles in particle sensitive or radiation sensitive devices incorporating deformable materials containing deformable apertures and includes the methods of fabrication of such deformable apertures.

3. Technology License

- 3.1. Subject to clause 10.1, Izon grants Licensee a perpetual, non-exclusive, non-transferable, royalty free, license to use the Technology on the Equipment. The foregoing grant does not include any right or license to use the Technology to manufacture Consumables. Furthermore, the foregoing grant does not include any right or license to use Izon's proprietary Variable Pressure Module (VPM) Technology unless Licensee has purchased a Variable Pressure Module package from Izon.
- 3.2. Licensee shall only use the Technology on the Equipment that Licensee purchased from Izon.
- 3.3. Licensee shall only purchase the Consumables from Izon or from such other suppliers as Izon shall designate. Under no circumstance shall Licensee use the Technology to manufacture Consumables

4. Software License

- 4.1. Subject to clause 10.1, Izon grants Licensee a perpetual, non-exclusive,

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- 5.3. Under no circumstance shall Licensee use the Intellectual Property in a manner that would be detrimental to Izon's business. In particular, Licensee shall not use the Intellectual Property to compete with Izon or to confer a competitive advantage upon a third party. In all other respects, Licensee shall not use the Intellectual Property to Izon's competitive disadvantage.

6. Compliance with Law and Regulations

- 6.1. Licensee shall comply with all applicable laws and regulations in the countries where Licensee intends to use the Equipment. Specifically, and without limiting the generality of the foregoing, Licensee shall comply with all health and safety requirements and registration and approval requirements. Licensee shall not use the Technology for any illegal or unethical purpose.

7. Installation, Training and Operation

- 7.1. Unless otherwise stated by Izon in its sales quotation or sales confirmation, the purchase price of the Equipment does not include installation and training. If Izon provides installation or training, it shall do so at its standard rates and charges for such services.
- 7.2. Licensee is fully responsible for the installation and the operation of the Equipment. Licensee shall meet all relevant occupational safety and health requirements. Licensee shall ensure a safe and secure operating environment in accordance with relevant laws and standards.
- 7.3. Installation and operation is entirely at Licensee's risk. The Equipment should be installed and operated by qualified technicians only. Izon accepts no liability for direct, indirect, incidental, special, or consequential damages resulting from Licensee's failure to follow Izon's warnings, instructions and procedures or such other procedures generally applicable

to equipment of the same type.

8. Information

- 8.1. As to any information that Izon may provide to Licensee, Izon believes such information to be accurate. However, Izon accepts no liability for any errors or omissions. Izon has endeavored to provide timely information but it cannot represent that the information is complete. The information shall not be deemed a warranty, representation or guarantee concerning the Equipment's suitability or fitness for Licensee's specific purpose. Izon does not warrant the information or any particular benefits that Licensee will derive. It is Licensee's responsibility to determine the suitability for its own use of the Equipment described in any information furnished. Licensee must make its independent judgment and assessment and should not rely upon any opinions, interpretations, statements, assurances or representations given. Any information that Izon supplies shall not be deemed to extend or expand Izon's obligations under this License.
- 8.2. Licensee accepts responsibility for ensuring that its employees, agents and customers are appropriately trained and experienced in the use of the Equipment and have read any relevant information provided by Izon. Licensee accepts responsibility for ensuring that end users know how to use the Equipment. Licensee shall discharge this responsibility through training sessions, hands-on demonstrations and technical support.

9. Sale or Transfer of Equipment

- 9.1. If Licensee sells or transfers the Equipment, Licensee shall remain liable under this License for any acts or omissions of its buyer or transferee to the extent such acts or omissions constitute a breach of this License.

10. Termination

- 10.1. Izon may terminate this License if Licensee neglects or fails to perform or observe any of its obligations to Izon and does not remedy such condition within ten (10) days after notice thereof.
- 10.2. Upon termination: (a) Licensee shall destroy all copies of the Software in its possession and certify that it has done so to Izon; (b) Licensee shall cease using the Equipment, the Software, the Technology and the Intellectual Property for any purpose whatsoever.

11. No Waiver

- 11.1. No failure by Izon to insist upon strict performance of this License, or any delay in exercising any of its rights or remedies, shall constitute a waiver or variation of this License or a waiver of any such right or remedy.

12. Entire Agreement

- 12.1. This License represents the entire agreement between the parties in respect to the subject matter hereof. As such, it supersedes and replaces any prior agreement between the parties, whether oral or written, pertaining to the same subject matter.
- 12.2. This License shall prevail over anything to the contrary in Licensee's purchase order for the Equipment, unless Izon expressly agrees otherwise, in writing.

13. Governing Law

- 13.1. New Zealand law shall govern this License. The parties submit to the jurisdiction of New Zealand courts.

14. Amendments

- 14.1. Izon reserves the right to amend this License from time to time. Licensee shall be bound by the latest version of this License.
- 14.2. Izon shall notify Licensee whenever Izon amends this License and shall either provide a copy of the amended License or instructions where to download a copy from the Izon website.

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