



Research Licence

1. The Parties

- 1.1. A reference to "Izon" means Izon Science Limited.
- 1.2. A reference to "Licensee" means the party identified in clause 17.2 or in the Project Agreement to which this Licence is attached.

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 utilising the Technology. The "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. "Licence" means this Research Licence between Izon and Licensee.
- 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 therefrom 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. "Project" means the specific research project approved by Izon in respect to which Licensee requires this Licence. The Project is described in clause 16 or in the Project Agreement.
- 2.9. "Project Agreement" means any agreement relating to the Project and in which Izon is a contracting party.
- 2.10. "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. The Software includes all updates, upgrades and new versions thereof. Software also includes the Documentation.
- 2.11. "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.
- 2.12. "Term" means the term of this Licence, as set out in clause 12.1.

3. Technology Licence

- 3.1. Izon grants Licensee during the Term a non-exclusive, non-transferable, royalty free, licence to use the Technology on the

Equipment in connection with the Project. The foregoing grant does not include any right or licence to use the Technology to manufacture Consumables. Furthermore, the foregoing grant does not include any right or licence 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 for research purposes as required by the Project.
- 3.3. Licensee shall share its research results with Izon. Except as otherwise provided in any Project Agreement, Licensee and Izon shall be deemed joint owners of the research results, including any intellectual property embodied in such research results.
- 3.4. Licensee shall not use the Technology or the Equipment for commercial gain. At such time as Licensee may wish to use the Technology or the Equipment for commercial gain, Licensee shall enter into an Equipment Licence or a Commercial Licence, as the case may be, with Izon for that purpose.
- 3.5. Licensee shall only use the Technology on the Equipment supplied by Izon.
- 3.6. 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.
- 3.7. Licensee shall have the right to publish its research results provided such publication will not breach any confidentiality obligations owing from Licensee to Izon. Licensee shall send Izon a copy of any work that Licensee wishes to publish.

4. Software Licence

- 4.1. Izon grants Licensee during the Term a non-exclusive, non-transferable, royalty free, licence to use the Software.
- 4.2. Licensee shall use the Software only with the Equipment supplied by Izon.
- 4.3. Licensee acknowledges that the Software is the property of Izon. Izon transfers no title to, or ownership of, any Software to Licensee or to any third party.
- 4.4. Licensee shall not use the Software in any manner that would derogate from Izon's Intellectual Property in the Software.
- 4.5. Except as expressly set forth in this Licence, Licensee shall not load, execute, modify, copy, reverse engineer, decompile, disclose, transfer or otherwise use the Software or take any action inconsistent with Izon's Intellectual Property in the Software.
- 4.6. Licensee shall maintain safe custody of the Software.
- 4.7. If the Software includes any third party software, Licensee accepts the third party software subject to the terms and conditions of the applicable third party licence agreement.
- 4.8. Izon has used all reasonable efforts to develop the Software so that it is stable and reliable. Because there is such a diverse range of computer systems, network infrastructures and operating environments, Izon cannot warrant that the Software will be compatible with every computer system, network infrastructure and operating environment. It is Licensee's responsibility to ascertain whether the Software is compatible with its computer system, network infrastructure and operating environment.
- 4.9. Izon does not warrant that the Software will satisfy Licensee's requirements. It is Licensee's responsibility to determine whether the Software will satisfy its requirements. Izon gives no performance warranties.
- 4.10. Izon does not warrant the uninterrupted use of the Software.

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- 4.13. Izon shall not be responsible for any failure, delay or interruption in Licensee's use of the Software, including without limitation, system crashes, computer malfunctions, hardware or software faults, system errors, security breaches, theft, incompatibility issues, telecommunications problems, fire, flood, civil disturbance or any other event commonly referred to as an "Act of God".
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- 4.18. Izon retains exclusive ownership of all copyright and other intellectual property rights in the Software and Documentation, whether in electronic or paper form. Licensee shall not, during or at any time after the expiry or termination of this Licence, commit, allow, suffer or permit any act that infringes Izon's copyright and intellectual property rights in the Software and Documentation.
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- 4.20. Izon shall notify Licensee whenever Izon issues an update, upgrade or new version of the Software. Licensee shall always install the latest update, upgrade and new version of the Software following receipt of such notice.
- 4.21. Licensee's obligations in this clause 4 shall survive the termination of this Licence.

5. Intellectual Property

- 5.1. Licensee expressly acknowledges Izon's ownership of the

Intellectual Property. Licensee disclaims any right, title or interest in the Intellectual Property. Licensee shall take no action to contest the validity of the Intellectual Property. Licensee shall take no action that infringes the Intellectual Property.

- 5.2. Without limiting the generality of the foregoing, Licensee acknowledges that the Equipment and the Consumables incorporate the Intellectual Property. Licensee shall not copy, reverse engineer or manufacture the Equipment and the Consumables nor shall Licensee aid, abet or assist a third party to do so. Licensee shall not disclose the Intellectual Property to Izon's competitors (whether actual or potential), customers or former customers.
- 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 agreed by Izon, Izon is under no obligation to provide installation or 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. No Warranty

- 8.1. Since Izon is providing the Equipment to Licensee at no cost, Izon disclaims any and all warranties with respect to the Equipment and the related Documentation, whether express or implied, including specifically the implied warranties of merchantability and fitness for a particular purpose. The Equipment and the related Documentation is provided "as is", and Licensee understands that it assumes all risks in relation to its use, quality, and performance.

9. Liability

- 9.1. Licensee shall have no claim against Izon, and Izon shall have no liability, for costs, damages or losses arising from Licensee's use of the Equipment and the Technology including, without limitation, claims for direct, indirect, special, incidental or consequential damages. The foregoing disclaimer of liability extends to all types of costs, damages and losses incurred by Licensee including without limitation, personal injury, loss or damage to property, loss of operations, loss of productivity and down-time.

10. Information

- 10.1. 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 endeavoured 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 suit-

ability for its own use of the Equipment described in any information furnished. Licensee must make its independent judgement 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 Licence.

- 10.2. 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.

11. Retention of Title

- 11.1. Izon hereby retains title to all Equipment that Izon may provide to Licensee, free of charge, for the purpose of the Project. At the end of the Term, Licensee shall return such Equipment to Izon in good condition, excepting fair wear and tear.

12. Term

- 12.1. The Term shall commence upon the signature of this Licence or the Project Agreement to which it is attached. Subject to clause 12.2, the Term shall expire (a) when the Project is completed; (b) when the Project Agreement is terminated; (c) two years from the date of signature of this Licence; or (d) two years from the date of signature of the Project Agreement, whichever of the foregoing events should first occur. However, the parties may extend the Term by mutual written agreement.
- 12.2. Izon may terminate this Licence 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.
- 12.3. At the expiration of the Term, Licensee shall cease using the Equipment, the Software, the Technology and the Intellectual Property for any purpose whatsoever. Licensee shall destroy all copies of the Software in its possession and certify that it has done so to Izon.

13. No Waiver

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

14. Entire Agreement

- 14.1. This Licence 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. However, this Licence shall not supersede or replace the Project Agreement.
- 14.2. In the event of a conflict between the Project Agreement and this Licence, the Project Agreement shall govern.
- 14.3. Licensee agrees that Izon's standard Equipment and Software Licence shall not apply.

15. Governing Law

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

16. Project Description

It is not necessary to enter the information below if this Licence is attached to a Project Agreement. If this Licence is not attached to a Project Agreement, describe the Project below or attach a Project description as an exhibit to this Licence.

17. Signatures

- 17.1. Izon Science Limited

Authorised Signature

- 17.2. Licensee

Print Name of Licensee

Authorised Signature

Date: _____