

1. DEFINITIONS AND RELATED MATTERS

- 1.1 "Buyer" means the purchaser.
- 1.2 "PacBio" means Pacific Biosciences of California, Inc. or its subsidiary identified on the applicable Quotation(s).
- 1.3 "Product" means each item, including any PacBio Instrument, Licensed Software and/or PacBio Consumable, listed in the applicable written sales quotation issued by PacBio ("Quotation") or, in the event a Quotation is not issued, listed in PacBio's then-current price list applicable to Buyer's jurisdiction, and identified in Buyer's purchase order.
- 1.4 "PacBio Instrument" means a PacBio-branded instrument (including any PacBio® RS/RS II or Sequel™ sequencing instrument).
- 1.5 "PacBio Consumables" means PacBio SMRT® Cells and/or associated PacBio-branded reagent kits, and labware intended by PacBio for use with PacBio Instruments.
- 1.6 "Licensed Software" means the (i) PacBio Instrument operating system software and firmware, including PacBio Instrument control, data collection and the PacBio Instrument's touch screen user interface ("O/S Software"), (ii) PacBio primary analysis software, including signal processing, base calling and quality assessment functions ("Primary Analysis Software"), and (iii) the software included with the RS Insight or Sequel Insight (as applicable) service feature, in each case provided by PacBio to Buyer pre-installed on, and/or on DVD or other media delivered with, a PacBio Instrument, and/or made available by PacBio for download, in object code or executable form only.
- 1.7 "Documentation" means the user documentation accompanying, or provided by PacBio regarding or for use in connection with, a Product or related service.
- 1.8 "Quotation" means the applicable written sales quotation issued by PacBio.
- 1.9 "Terms" means the PacBio Terms and Conditions of Sale applicable to the sale by PacBio and purchase by Buyer of the Product(s) and/or related services. Please refer to the applicable Quotation(s) (if any) or to <http://www.pacb.com/legal-and-trademarks/terms-and-conditions-of-sale/>.
- 1.10 "Buyer's Terms" means any terms and conditions (other than the Terms) contained in, or incorporated by reference into, Buyer's order.

2. PRODUCT LICENSE AND USE RESTRICTIONS

- 2.1 Limited License. Subject to the Terms, and to all applicable limited licenses, end user license agreements, notices, terms, conditions and/or use restrictions listed (by full text, URL or hyperlink) (i) on any Product packaging, label or insert, (ii) in the Licensed Software or any Documentation, or (iii) on PacBio's website at <http://www.pacb.com/legal-and-trademarks/product-license-and-use-restrictions/>, PacBio grants to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the Product(s) sold and/or licensed to Buyer by PacBio or its authorized distributor only in accordance with the applicable, then-current Documentation and only to the extent that the PacBio Instrument(s), Licensed Software and PacBio Consumables (including PacBio-supplied template preparation kits, DNA polymerization binding kits and sequencing consumables, including sequencing kits and PacBio SMRT Cells) are all used together, except as otherwise specifically approved in writing by an authorized PacBio representative. Buyer is also authorized to use, in connection with the Product(s) sold and/or licensed to Buyer by PacBio or its authorized distributor, standard laboratory reagents, tools and equipment ancillary to the use of such Product(s), as provided in the applicable, then-current Documentation, and to conduct library preparation and sample labeling protocols utilized by Buyer, in connection with Buyer's use of such Product(s), provided that the foregoing shall not be construed as granting, by implication, estoppel, reliance or otherwise, any right, license or authorization to Buyer with regard to such reagents, tools, equipment or protocols per se. No other right, license or authorization is granted, by implication, estoppel, reliance or otherwise, or under any theory of exhaustion of intellectual property rights.
- 2.2 Certain Use Restrictions. Each Product is also subject to the following terms, conditions, and restrictions, to which Buyer hereby agrees: (a) except as otherwise provided in the applicable, then-current Documentation, each Product may be used only with other Products; and (b) PacBio Consumables are licensed for **SINGLE USE ONLY** and MAY NOT BE REUSED. Buyer is not licensed or authorized to, and agrees not to: (i) use any PacBio Consumable more than once, (ii) transfer (including but not limited to resell, donate, or loan) any PacBio Consumable to any third party; or (iii) adapt, modify or reverse engineer any Product. Documentation is proprietary to PacBio and may only be used in connection with the associated Product(s). For clarity, and subject to the Terms, Buyer shall not be deemed to have transferred any PacBio Consumable, or transferred or granted a sub-license under the license in Section 2.1 above, in violation of the Terms to the limited extent that Buyer permits access to and proper use of the Products (as otherwise permitted herein) at Buyer's premises by a visiting scientist pursuant to Buyer's bona fide research collaboration with such scientist's employer. All license restrictions specified in this Section 2 or in the Terms shall apply to the maximum extent permissible under applicable law. If Buyer believes that it has additional rights or the right to act contrary to the express license restrictions specified herein under mandatory laws (including, without limitation, national laws implementing Directive 91/250/EEC and similar laws), Buyer must provide PacBio with at least thirty (30) days prior written notice and any reasonably requested information before exercising such rights, to allow PacBio to offer alternatives at PacBio's sole discretion.