

OXFORD INNOVATION SERVICES LTD PURCHASE ORDER TERMS AND
CONDITIONS

TERMS AND CONDITIONS

Unless this Purchase is issued pursuant to an executed purchasing agreement between Oxford Innovation Services Ltd or authorised entity issuing the Purchase Order ("Oxford Innovation Services Ltd") and the person or entity identified as The Supplier ("The Supplier"), this Purchase Order and any attachments are the sole agreement between Oxford Innovation Services Ltd and The Supplier with respect to the goods ("Goods") and/or services ("Services") specified herein. No other documents, including The Supplier proposals, invoices, quotations or acknowledgements become part of this Purchase Order unless specified and approved in writing by Oxford Innovation Services Ltd. No waiver of a term or condition or modification of this Purchase Order shall be binding on either party unless in writing and signed by an authorised representative of each party.

In addition, a Purchase Order may state "Blanket Purchase Order," in the description. A "Blanket Purchase Order," states the maximum expected cost for a quantity of low value Goods and/or Services over a period of time. In the case of the "Blanket Purchase Order," Oxford Innovation Services Ltd do not promise to spend the full cost stated on "Blanket Purchase Order" the value is a guide used for The Supplier invoice and Oxford Innovation budgeting purposes.

1 Costs, taxes, payment terms and acceptance

1.1 Cost

The cost shown on this Purchase Order is exclusive of applicable value added tax and other similar taxes (collectively "VAT"), freight charges and duties. The cost will be agreed at the quote stage of the purchase.

1.2 Taxes

Oxford Innovation Services Ltd shall pay or reimburse The Supplier for Value Added Tax and any other taxes imposed under the purchase of Goods and/or Services under this Purchase Order provided the taxes are statutorily imposed either jointly or severally on Oxford Innovation Services Ltd. Oxford Innovation Services Ltd, however shall not pay or reimburse The Supplier for any taxes which are statutorily imposed on The Supplier, including but not limited to The Supplier's net or gross income, capital, net worth, property, or any employment related taxes on The Supplier or The Supplier's Personnel.

Where Goods and/or Services are sold, performed, commissioned, purchased or leased by The Supplier, The Supplier is bound by the terms of this Agreement and the Purchase Order. If Oxford Innovation Services Ltd, or an Affiliate of Oxford Innovation Services Ltd, is required by law to make any deduction or to withhold from any sum payable hereunder, then the sum payable by Oxford Innovation Services Ltd or such Affiliate of Oxford Innovation Services Ltd upon which the deduction is based shall be paid to The Supplier net of such legally required deduction or withholding.

1.3 Payment Terms

Oxford Innovation Services Ltd shall pay all valid invoices via bank transfer (bacs) as per the agreed payment terms. Please refer to note below for what constitutes a valid invoice.

Valid Invoice

A valid invoice clearly states Invoice Number, Purchase Order Number, date and all details pertaining to the Purchase Order. Where the Purchase Order relates to a service, the corresponding service sheet/docket number must be stated on the invoice. An invoice is a legal document and the details of which must be created on headed paper and the VAT registration number must be shown. Oxford Innovation Services Ltd will accept receipt of either posted, (hardcopy) or emailed (softcopy) invoices, provided all criteria of the valid invoice is met.

No invoice may be dated or submitted earlier than the Delivery Date. Any additional cost for the Goods and/or Services will be attributed to a new quotation and relevant Purchase Order.

Payment for all The Supplier invoices shall be paid in great British Pounds. Payment will not constitute acceptance of Goods and/or Services or impair Oxford Innovation Services Ltd right to inspect. Acceptance shall be when Oxford Innovation Services Ltd deems the Goods and/or Services to meet Oxford Innovation Services Ltd criteria ("Acceptance"). Oxford Innovation Services Ltd, at its option, and without prior notice to The Supplier, shall have the right deduct from any The Supplier invoice, any credits, refunds or claims of any kind due to The Supplier.

2 Delivery and Import

2.1 Late Delivery

The Supplier shall give Oxford Innovation Services Ltd prompt notice of any prospective failure to ship Goods and/or Services on the delivery date specified by Oxford Innovation Services Ltd (the "Delivery Date").

2.2 Availability of Goods/Services Available

If there is an availability issue with some of the Goods and/or Services, The Supplier shall promptly notify Oxford Innovation Services Ltd. The Supplier shall be responsible for any cost increase in the shipment of Goods due to its failure to meet the Delivery Date and/or if such method does not comply with delivery instructions of Oxford Innovation Services Ltd.

2.3 Non-Compliant Delivery and Service

Overshipments and/or early deliveries may be returned at The Supplier's sole expense, or Oxford Innovation Services Ltd may delay processing the early delivery invoice until the agreed Delivery Date.

Incomplete Service will not constitute acceptance of Service and the payment to be made under the agreed Oxford Innovation Services Ltd payment terms. In addition, if failure to complete the Service is due to The Supplier, then Oxford Innovation Services Ltd will not be held responsible for this failure of Service and in turn are not liable for any additional costs, which will all be borne by The Supplier.

2.4 Packaging, Delivery, Shipment and Import/Export Compliance

The Supplier shall comply with Oxford Innovation Services Ltd's, packaging and delivery shipment requirements as specified at time of order.

2.5 Trade Control

Where applicable, The Supplier will comply with all applicable export, import and trade-related laws and regulations of the United Kingdom.

3 Changes

3.1 Change or Cancellation

Oxford Innovation Services Ltd may, without charge, change or cancel any part of this Purchase Order including, without limitation, quantity required, Oxford Innovation Services Ltd designs or specifications prior to Goods and /or Service provided Oxford Innovation Services Ltd gives The Supplier notice. If Oxford Innovation Services Ltd changes or cancels any portion of this Purchase Order as provided above, The Supplier shall provide Oxford Innovation Services Ltd with a written claim for adjustment prior to shipment which contemplates The Supplier's actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of Goods or provision of Services to other parties within a reasonable time or (ii) the exercise by The Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, Oxford Innovation Services Ltd may, without any liability to The Supplier terminate this Purchase Order as to all Goods and/or Services affected.

3.2 No Process or Design Changes

The Supplier shall not make any process or design changes affecting Goods or Services without Oxford Innovation Services Ltd's prior written consent.

3.3 Discontinue of Goods and/or Services

Unless otherwise specified, The Supplier shall provide at least ninety (90) days written notice to Oxford Innovation Services Ltd prior to The Supplier wishing to discontinue the Service.

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3.4 Quality

The Supplier shall maintain a quality system of working, where applicable The Supplier may be requested to demonstrate compliance to the ISO quality accreditation or similar according to the demands of the applicable industry and relevant legislation.

The Supplier will be expected to maintain all registrations and accreditations. In the event that these expire and are not renewed, The Supplier is responsible for updating Oxford Innovation Services Ltd with this update.

Where applicable The Supplier will be requested to show evidence of the updated systems.

4 Warranty

4.1 Warranty

The Supplier warrants that all Goods and Services will (i) be manufactured, processed, and assembled by The Supplier or its authorized subcontractors; (ii) be free from defects in design, material and workmanship; (iii) conform to specifications, including Oxford Innovation Services Ltd 's General Specification for the Environment and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) be new and contain first-quality components and parts; (v) be free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party, and all of the Services will (i) all Services will be performed in a timely professional manner using recognised commercial practices and standards; and (ii) if specific deliverables are defined in respect of the Services, The Supplier warrants that those deliverables will conform materially to their written specifications for 90 days following delivery.

4.2 Oxford Innovation Services Ltd's Right to Inspect

Oxford Innovation Services Ltd may, at any time, inspect the Goods and associated manufacturing processes, at The Supplier's plant or subcontractor's plant. The Supplier will inform its supply chain Oxford Innovation Services Ltd's right to inspect and shall secure that right for Oxford Innovation Services Ltd.

5 Non- Compliance Good and/or Services

5.1 Non-Compliance

Any Goods or Services that are not in conformity with the requirements of Purchase Order ("Non-Complying Goods" and "Non-Complying Services", respectively), may be returned at Oxford Innovation Services Ltd 's option at the Supplier 's risk and expense. Oxford Innovation Services Ltd may purchase similar Goods or Services in substitution for the Non-Complying Goods and/or Services, and the Supplier shall refund the cost of the Non-Complying Goods and Service and reimburse Oxford Innovation Services Ltd upon demand for all additional costs incurred by Oxford Innovation Ltd.

5.2 The Supplier shall promptly reimburse Oxford Innovation Services Ltd for all costs, charges, costs and fees paid in purchasing the substitute goods.

6 Default

If the Supplier fails to perform or breaches any provision of this Purchase Order, or any other Purchase Order or agreement with Oxford Innovation Services Ltd, Oxford Innovation Services Ltd may terminate the whole or any part of this Purchase Order, unless the Supplier cures the breach within ten (10) business days after receipt of notice of breach. The term "breach" shall include, without limitation, any: (i) proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against The Supplier; (ii) appointment, with or without The Supplier's consent, of a receiver or an assignee for the benefit of creditors; (iii) failure to provide Oxford Innovation Services Ltd with reasonable assurances of performance on Oxford Innovation Services Ltd's request; or (iv) other failure to comply with this Purchase Order. In the event that Oxford Innovation Services Ltd terminates this Purchase Order in whole or in part as provided in Section 7.1, Oxford Innovation Services Ltd may purchase Goods and/or Services similar to the Goods or Services as to which this Purchase Order is terminated. The Supplier shall reimburse Oxford Innovation Services Ltd upon demand for all additional costs incurred.

7 Licence

If Goods include software, firmware or documentation, the Supplier grants to Oxford Innovation Services Ltd a non-exclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into Oxford Innovation Services Ltd products, and to sublicense such rights to third parties. The Supplier shall identify all licenses and deliver to Oxford Innovation Services Ltd all materials required to meet the requirements of any licenses for third party software that is included in the Goods. The Supplier shall deliver to Oxford Innovation Services Ltd the source code for any software licensed under a license that has a source availability requirement. If the source code is not included with the material that The Supplier has previously delivered, the Supplier shall deliver within seven (7) days after Oxford Innovation Services Ltd's request the source code for any software licensed under an open source license that has a source availability requirement. The Supplier grants Oxford Innovation Services Ltd the right to duplicate and distribute the materials as necessary.

8.0 Indemnification, Insurance and Confidential Information

General Indemnification

The Supplier agrees to protect, defend, indemnify and hold Oxford Innovation Services Ltd harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of the Supplier hereunder.

8.1 Intellectual Property Indemnification

The Supplier agrees to defend, indemnify, and hold harmless Oxford Innovation Services Ltd and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that the Supplier 's Goods or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, the Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by Oxford Innovation Services Ltd and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.

8.2 Infringing Goods or Services

If the use of any Goods and/or Services is enjoined (collectively, "Infringing Goods"), the Supplier shall at its expense purchase the right for Oxford Innovation Services Ltd to continue using or receiving the Infringing Goods. If the Supplier is unable to do so, the Supplier shall at its expense (and at Indemnitees' option): (i) replace the Infringing Goods with non-infringing Goods or Services of equivalent form, function and performance; or (ii) modify the Infringing Goods to be non-infringing without detracting from form, function or performance; or (iii) if unable to replace or modify the Infringing Goods, refund in full all monies paid by Oxford Innovation Services Ltd for the Infringing Goods and pay all reasonable costs incurred by Oxford Innovation Services Ltd in replacing the Infringing Goods.

8.3 Removal of Oxford Innovation Services Ltd 's Trademarks

The Supplier shall remove from all Goods rejected, returned or not purchased by Oxford Innovation Services Ltd , Oxford Innovation Services Ltd 's name and any of Oxford Innovation Services Ltd 's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Goods by the Supplier .

8.4 Insurance

During the performance of this Purchase Order, The Supplier will maintain in full force and effect, at the Supplier's expense, Employer's liability insurance in accordance with all applicable laws for an amount of not less than £10,000,000 (ten million pounds) per occurrence or series of occurrences arising from the one event. Such insurance shall cover all employees and sub-contractors of the Supplier engaged in the performance of The Supplier's obligations

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under this Purchase Order. Where permitted by law, such policies will contain a waiver of the insurer's subrogation rights against Oxford Innovation Ltd. In addition, the Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations, contractual liability, and property damage that may arise out of use of the Goods and /or Services or acts of omission of The Supplier under this Purchase Order and containing such other provisions as may be required by Oxford Innovation Ltd. Such policy or policies shall provide a coverage minimum of £1,000,000 per occurrence. Upon demand by Oxford Innovation Services Ltd. The Supplier shall promptly supply Oxford Innovation Services Ltd with certificates of insurance of such policies. In no event will the coverage or limits of any insurance maintained by the Supplier under this Purchase Order, or the lack or unavailability of any other insurance, limit or diminish in any way the Supplier's obligations or liability to Oxford Innovation Services Ltd hereunder.

8.5 Confidential Information and Publicity

"Confidential Information" includes all information designated by Oxford Innovation Services Ltd as confidential or which by its nature should reasonably be treated as confidential, the existence and the terms and conditions of this Purchase Order, and shall include without limitation, all information or data concerning the Goods and/or Services, general business plans, customers, costs, forecasts, and profits. Except as required for The Supplier's performance of this Purchase Order, the Supplier shall not use or disclose any Confidential Information obtained from Oxford Innovation Services Ltd or otherwise prepared or discovered by either the Supplier or Oxford Innovation Services Ltd and shall protect the confidentiality of Confidential Information with the same degree of care as the Supplier uses for its own similar information, but no less than reasonable care.

8.6 Publicity

The Supplier shall not make or authorise any news release, advertisement, or other disclosure to any third party which shall deny or confirm the existence of this Purchase Order or reveal the terms of this Purchase Order without prior written consent of Oxford Innovation Services Ltd.

8.7 Access to Information Systems

Access, if any, to Oxford Innovation Services Ltd's Information Systems is granted solely to perform the Services under this Purchase Order and is limited to those specific Oxford Innovation Services Ltd Information Systems, time periods and personnel as are separately agreed to by Oxford Innovation Services Ltd and the Supplier from time to time. Oxford Innovation may require the Supplier's employees, subcontractors or agents to sign individual agreements prior to access to Oxford Innovation Services Ltd's Information Systems. Use of Oxford Innovation Services Ltd Information Systems during other time periods or by individuals not authorized by Oxford Innovation Services Ltd is expressly prohibited. Access is subject to Oxford Innovation Services Ltd business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other Oxford Innovation Services Ltd Information Systems is expressly prohibited. This prohibition applies even when an Oxford Innovation Services Ltd Information System that the Supplier is authorised to access, serves as a gateway to other Information Systems outside of The Suppliers' scope of authorisation. The Supplier agrees to access Information Systems only from specific locations approved for access by Oxford Innovation Ltd. For access outside of Oxford Innovation Services Ltd premises, Oxford Innovation Services Ltd will designate the specific network connections to be used to access Information Systems.

8.8 Personal Data

The Supplier agrees to comply with all applicable export and personal data protection laws, regulations and rules when collecting, storing, transferring, sharing, and/or otherwise processing any Personal Data in connection with this Purchase Order. "Personal Data" shall mean any information related to any identified or identifiable natural, including but not limited to Oxford Innovation Services Ltd employees and customers, and any other additional data deemed as personal data under any applicable personal data protection laws. Unless expressly agreed otherwise, any Oxford Innovation Services Ltd employee or customer Personal Data Oxford Innovation Services Ltd discloses to The Supplier may only be used by The Supplier to perform its obligation under this Purchase Order and must not be sold, rented or leased to anyone.

9.0 Government Compliance

9.1 General

The Supplier will at all times comply with all local and foreign laws, rules and regulations applicable to its obligations under this Purchase Order. The Supplier shall furnish to Oxford Innovation Services Ltd all information required to enable Oxford Innovation Services Ltd to comply with such laws, rules and regulations in its use of the Goods and/or Services or reasonably requested by Oxford Innovation Services Ltd to confirm compliance with such laws, rules and regulations or with the provisions of this Purchase Order.

9.2 Security

Without limiting Section 11.1, The Supplier warrants that it will all business operations and shipments comply with all applicable laws and regulations regarding security.

9.3 Accessibility

The Supplier warrants that all Goods and/or Services will meet the requirements set forth in local and foreign laws, rules, and regulations applicable to accessibility of information technology for people with disabilities. The Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Purchase Order.

9.4 Social, Environmental and Labour Responsibility

The Supplier warrants that in all countries in which the Supplier and, to the Supplier's information and belief, the Supplier's authorized subcontractors do business, its and their operations comply with all applicable laws and regulations governing employment, employee health and safety, protection of the environment, and ethical practices.

9.5 Modern Slavery

Furthermore with regards to labour The Supplier will at all times comply with English Law and will adhere to the Modern Slavery Act 2015.

9.6 Compliance

All Goods and/or Services and any relevant packaging will comply with all applicable laws and regulations.

Chemical Substances

The Supplier warrants that: (i) each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by The Supplier for Goods shall be provided to Oxford Innovation Services Ltd prior to shipment of the Goods and/or Services and shall be complete and accurate.

10.0 Anti- Corruption Laws

The Supplier agrees that it is familiar with the provisions of English Law and the UK Bribery Act and other anti-corruption legislation in other jurisdictions in which the Supplier conducts business or which otherwise apply to the Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in connection with the transactions contemplated by this Agreement make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. The Supplier further agrees that it will not take any action which would cause Oxford Innovation Services Ltd to be in violation of any Anti- Corruption Laws. The Supplier will promptly notify Oxford Innovation Services Ltd if it becomes aware of any such violation and indemnify Oxford Innovation Services Ltd for any losses, damages, fines or penalties that Oxford Innovation Services Ltd may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, Oxford Innovation Services Ltd may suspend or terminate the Agreement at any time without notice, liability, or indemnity. The Supplier shall, upon Oxford Innovation Services Ltd's request, allow Oxford Innovation Services Ltd to conduct periodic audits of The Supplier's books and records to ascertain compliance with this clause. This

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provision will survive termination of the Agreement for any reason. Each of the Suppliers' employee, agent, representative, subcontractor, or other party who has been or will be engaged by the Supplier in connection with this Agreement will be made aware of the above obligation will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with the Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, the Supplier is and will be responsible for and will indemnify Oxford Innovation Services Ltd to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Agreement and their corresponding agreement with the Supplier.

11.0 No Assignment

The Supplier shall not delegate or assign its rights or obligations under this Purchase Order without prior written consent of Oxford Innovation. Any attempted delegation or assignment by the Supplier without such consent shall be void.

11.1 Law

This Purchase Order shall be interpreted and governed by English Law.

11.2 Limitation of Liability

To the extent permitted by applicable law, in no event will Oxford Innovation Ltd, including its subsidiaries, be liable for any lost revenues, lost profits, indirect, incidental, consequential, special or punitive damages.

11.3 Non-Restrictive Relationship

Oxford Innovation Services Ltd shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Goods or Services which may perform the same or similar functions as the Goods or Services provided under this Purchase Order.