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**DEFINITIONS**

"Ag Field" means use to improve efficiency of sensing a target-nucleic acid by a nanopore as part of sample preparation for nanopore-based sensing, including nucleic acid analysis, for research purposes of agricultural products and processes; *provided, however*, that notwithstanding the foregoing, the Ag Field shall expressly exclude:

1. any human or clinical use, including, without limitation, any administration into humans or any diagnostic or prognostic use;
2. any human germline modification, including modifying the DNA of human embryos or human reproductive cells;
3. any in vivo veterinary or livestock use;
4. the development, manufacture, distribution, importation, exportation, transportation, sale, offer for sale, marketing, promotion or other exploitation or use of the Patent Rights or a Product for or as a therapeutic or diagnostic for humans or animals; products that provide nutritional benefits and are regulated by a regulatory authority as a drug or biologic pursuant to Section 505 of the Federal Food, Drug, and Cosmetic Act of 1938, as amended, Section 351 of the Public Health Service Act of 1944, as amended, or any successor laws, or equivalent laws or regulations in jurisdictions outside the United States;
5. any modification of the tobacco plant (including any plant part, plant cell, plant tissue or plant seed), except for modifications that (I) are related to the use of the tobacco plant as a manufacturing system or as a model system for research purposes but (II) are not related to any use or application in the cultivation, growth, manufacture, exportation or production of any tobacco product;
6. any use or application relating to gene drive; and
7. any use or application based on or using the collateral activity of CRISPR (e.g., the promiscuous activity of an activated CRISPR).

"Commercial Purposes" means (a) the practice, performance or provision of any method, process or service; or (b) the manufacture, production, sale, use, distribution, disposition or importing of any product, in each case (a) or (b) for consideration of any kind, for the purpose of sale or commercial exploitation, or on any other commercial basis; unless as expressly permitted herein.

"Field" means use to improve efficiency of sensing a target-nucleic acid by a nanopore as part of sample preparation for nanopore-based sensing, including nucleic acid analysis (including that from human samples collected by or for clinical laboratories permitted to use a "RESEARCH USE ONLY" Product), for research purposes; *provided, however*, that notwithstanding the foregoing, the Field shall expressly exclude:

1. any human or clinical use, including, without limitation, any administration into humans or any diagnostic or prognostic use;
2. any human germline modification, including modifying the DNA of human embryos or human reproductive cells;
3. any *in vivo* veterinary or livestock use;
4. the development, manufacture, distribution, importation, exportation, transportation, sale, offer for sale, marketing, promotion or other exploitation or use of the Patent Rights or a Product for or as a therapeutic or diagnostic for humans or animals;
5. products that provide nutritional benefits and are regulated by a regulatory authority as a drug or biologic pursuant to Section 505 of the Federal Food, Drug, and Cosmetic Act of 1938, as amended, Section 351 of the Public Health Service Act of 1944, as amended, or any successor laws, or equivalent laws or regulations in jurisdictions outside the United States; any agricultural use, including but not limited to the use or application in the cultivation, growth, manufacture, exportation, or production of any tobacco product;
6. any use or application relating to gene drive; and
7. any use or application based on or using the collateral activity of CRISPR (e.g., the promiscuous activity of an activated CRISPR).

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