

HUMA STANDARD TERMS AND CONDITIONS

Last updated: [October 2020 v1.1 (no S1)]

1. Definitions

1.1 In these Standard Terms, unless the context otherwise requires:

"Adverse Event" means any unfavourable and unintended medical occurrence experienced by a Patient administered a pharmaceutical product by the Client or any End User.

"Agreement" means any agreement signed between the Parties and incorporating these Standard Terms.

"Aggregated Data" means Patient Data with personal identifiers removed, and if applicable, combined with other Patient Data with personal identifiers removed.

"Business Day" means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom.

"Client" means the Party specified in the Agreement.

"Confidential Information" means any confidential information which is disclosed, or made available, by one part to the other whether before, on or after the Effective Date, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a Party's business including its business methods, corporate plans or intentions, management systems, finances, new business opportunities, operations, processes, trade secrets, know how, personnel, suppliers and customers, and potential suppliers and customers and any information in respect of which Huma owes an obligation of confidentiality to any third party and including information that the Client creates, develops, receives or obtains in connection with the Agreement, and all information derived from any of the above together with the existence or provisions of the Agreement and any negotiations relating to it.

"Data Protection Laws" means any applicable Laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any Laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR")); (iii) any Laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

"Designated Equipment" means the equipment owned or operated by or on behalf of the Client as specified in the Agreement.

"Developed Work" means any work, document, information, material of whatsoever nature which is produced for, on behalf of, or at the request of the Client pursuant to the Agreement, including any configuration or customisation of the Software Solution.

"Digital Biomarkers" means a measure clinically validated to be able to make a prediction or assessment of health and/or disease-related outcomes and/or states and derived through software.

"Digital Therapeutics" means a functionality of using software to affect a behavioural change in an individual, clinically validated to be correlated to a change in one or more Digital Biomarkers.

"Disease Area" has the meaning given to it in the Agreement.

"Documentation" means a description of the Software Solution and operating manuals, user instructions, technical literature and all other related materials in eye readable form provided as standard by Huma for the Client to make full and effective use of the Software Solution.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

"Effective Date" has the meaning given to it in the Agreement.

"End User" means, in respect of the Project, those clinicians and other employees, agents or contractors of the Client specified in the Agreement and/or notified to Huma in accordance with clause 4.2, who the Client advises Huma are authorised to use the Software Solution.

"Enhanced Services" means the Project Support Services and the Software Development Services.

"EULA" means the Huma May 2020 end licence user terms available from [https://huma.com/files/Huma_\(Medopad\)_EULA_May_2020.pdf](https://huma.com/files/Huma_(Medopad)_EULA_May_2020.pdf) governing (a) the use by a Patient of the Patient App; and (b) the use by an End User of the Portal.

"Fees" means:

- (a) the Launch Preparations Fee;
- (b) the Licence Fee;
- (c) the Project Support Services Fee; and
- (d) the Software Development Services Fee.

"Force Majeure" means any event outside the reasonable control of either Party affecting its ability to perform any of its obligations under the Agreement, including act of God, act of government, war, revolution, act of terrorism, riot or civil commotion, but for the avoidance of doubt, shall exclude COVID-19.

"Good Industry Practice" means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a competent operator engaged in the same type of undertaking as Huma.

"Huma" means the Party set out in the Agreement.

"Huma Group" means Huma and each of (i) its subsidiaries, (ii) its holding companies and (iii) every subsidiary of each such holding company, in each case from time to time.

"Insolvency Event" means, in respect of a Party:

- (a) if that Party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);
- (b) an order is made or a resolution passed for its liquidation, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction);
- (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over that Party or all or any substantial part of its assets;
- (d) any other steps are taken or negotiations commenced by that Party or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving that Party and any of its creditors; or
- (e) anything analogous to the foregoing shall occur in any applicable jurisdiction.

"Intellectual Property Rights" means rights in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, copyright, moral

rights, database rights, trademarks, service marks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality and other proprietary rights including rights to Know How and other technical information, applications to register any of the foregoing, rights to take action for past infringements in respect of any of the foregoing, and all rights in the nature of any of the foregoing anywhere in the world.

"Know How" means information (including industrial and technical information), ideas, concepts, methodologies and techniques in any form (regardless of medium and form of storage), including:

- (a) systems, process maps and descriptions, drawings, reports, spreadsheets, instruction and training manuals, tables of operating conditions, specifications, procedures, prototypes, models, discoveries, improvements, data, formulae, component lists, brochures, and catalogues;
- (b) information relating to the manufacture, procurement, marketing or sale of products and services (including customer lists, sales targets, market share statistics, prices, market research reports, advertising, and other promotional materials); and
- (c) information about future projects, business development, commercial relationships or negotiations.

"Launch Preparations" has the meaning given to it in the Agreement.

"Launch Preparations Fee" means the fee, calculated in accordance with the Agreement, payable by Client for the Launch Preparations in accordance with clause 10 and the Agreement.

"Law" means any legislation which has received the requisite constitutional approval, or common law, which are in each enforceable in England and Wales or any other principles of law or equity established and enforceable by the courts of England and Wales, which shall include all guidance rules and other regulatory requirements of the Medical and Healthcare Products Regulatory Agency.

"Licence Fee" means the fee, calculated in accordance with the Agreement, payable by Client for the Software Services and the Support Services in accordance with clause 10 and the Agreement.

"Party" or **"Parties"** has the meaning given to it in the Agreement.

"Patient" means any patient of the Client with whom the Software Solution will be used in one or more Project(s).

"Patient App" means the Huma mobile application, configured to capture Patient Data, including health data, relevant for the Disease Area.

"Patient Data" means data uploaded by a Patient to the Platform using the App, either directly or via a wearable or other connected device, which may be viewed by End Users in the provision of care to that Patient.

"Platform" means the cloud-based Huma platform to which Patient Data may be uploaded and accessed (via the Patient App), and through which such Patient Data may be accessed and viewed by End Users (via the Portal).

"Portal" means the web-based Huma portal through which Patient Data may be accessed

"Project" means each medical condition use-case or specific combination of medical condition use-cases, involving the Disease Area and End Users, the applicable Services and the Project Details for which shall be agreed in the Agreement.

"Project Details" means the details of the Project as agreed in the relevant section of the Agreement.

“Project Support Services” has the meaning given to it in the Agreement.

“Project Support Services Fee” means the fee, calculated in accordance with the Agreement, payable by Client for the Project Support Services in accordance with clause 10 and the Agreement.

“Services” means (as applicable) the Standard Services and any Enhanced Services.

“Software Development Services” has the meaning given to it in the Agreement.

“Software Development Services Fee” means the fee, calculated in accordance with the Agreement, payable by Client for the Software Development Services in accordance with clause 10 and the Agreement.

“Software Services” has the meaning given to it in the Agreement.

“Software Solution” means the software solution (including all systems, algorithms, applications program, machine learning models, Artificial Intelligence approaches and implementations, operating system software, database, digital storage, firmware, computer software language, utilities, and other computer programs in machine-executable object code, in whatever media or form of storage, including the tangible media upon which they are recorded or printed), Digital Biomarkers, Digital Therapeutics, and any other technological or computer based solution and/or service developed by or on behalf of Huma which facilitates and/or delivers any and all aspects of Huma’s business, operations and activities, including:

- (a) the Platform;
- (b) the Patient App; and
- (c) the Portal.

“Specification” means, in relation to the Patient App, the specification configured or customised for the Project in accordance with the Agreement.

“Standard Services” means the Launch Preparations, the Software Services, and the Support Services.

“Subscription Term” means the term specified in the Agreement.

“Support Services” has the meaning given to it in the Agreement.

“Third Party Interfaces” has the meaning given to it in clause 8.1.

“VAT” means value added tax charged in accordance with the Value Added Tax Act 1994 together with any related interest penalties, fines and charges.

“Virus” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

“Year” means a period of twelve (12) consecutive calendar months beginning on the Effective Date.

- 1.2 The headings in these Standard Terms are inserted for convenience only and shall not affect the interpretation or construction of the Agreement.
- 1.3 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other

legal entity.

1.4 The words “other”, “include”, “includes”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

1.5 References to any statute or statutory provision shall include: (i) any subordinate legislation made under it; (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

1.6 All references in the Agreement or these Standard Terms to “clauses” are to the clauses in these Standard Terms, unless otherwise stated.

2. Term

2.1 The Agreement shall come into force on the Effective Date and (subject to the provisions in the Agreement for earlier termination) shall continue in force until the expiry of the Subscription Term.

2.2 Upon the expiry of the Subscription Term, the Parties may agree in writing to renew the Subscription Term for further successive periods of the length of the initial Subscription Term.

3. Services

3.1 Huma shall, in respect of the Project for which an Agreement is executed, provide:

(a) the Launch Preparations as consideration for the Launch Preparations Fee;

(b) the Software Services and the Support Services as consideration for the Licence Fee; (c) if agreed in the Agreement, the Project Support Services as consideration for the Project Support Services Fee; and

(d) if agreed in the Agreement, the Software Development Services as consideration for the Software Development Services Fee.

4. Grant of licence

4.1 For the Project implemented under the Agreement, in consideration of the payment by the Client of the Fees, Huma shall hereby:

(a) grant to the Client, and, subject to that End User entering into a EULA, grant to each End User a non-exclusive, non-sublicensable and non-transferable right to operate and use the Software Solution for collecting, storing, accessing and viewing Patient Data in connection with the Project for the Subscription Term; and

(b) subject to that Patient entering into a EULA, grant to each Patient identified by Client or any End User a non-exclusive, non-transferable licence (without the right to grant sub licences) to access and use the relevant parts of the Software Solution in connection with the Project.

4.2 End Users known at the Effective Date may be included in the Agreement. Subject to clause 4.7, the Client shall notify Huma in writing of new End Users or changes to the existing End Users for any Project, and the Agreement shall be deemed to have been amended accordingly.

4.3 Client shall, and shall procure that End Users shall:

(a) ensure that the Platform is installed on the Designated Equipment only;

(b) keep a complete and accurate record of the Client's copying and disclosure of the Software Solution and its End Users, and produce such record to Huma on request from time to time;

(c) notify Huma as soon as it becomes aware of any unauthorised use of the Software

Solution by any person; and

- (d) upon reasonable notice permit Huma to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software Solution is being kept or used, and have access to any records kept in connection with the Agreement, for the purposes of ensuring that the Client is complying with the terms of the Agreement.

4.4 The Client shall not, and shall procure that End Users shall not:

- (a) sell, transfer, rent, lease, sub-licence or loan the Software Solution to any third party or transfer or sub-licence its rights under the Agreement to any third party;
- (b) copy, modify, adapt, merge, translate the Software Solution or any part of it or create derivative works based on the whole or any part of the Software Solution; and
- (c) reverse engineer, decompile or disassemble the Software Solution, other than to the extent permitted by Law.

4.5 The Client warrants to Huma on an ongoing basis that, unless specified in writing by the Client and brought to Huma's attention prior to the execution of the Agreement, all End Users shall have the required authorisations to view and/or process Patient Data at all times during any Project and shall indemnify Huma against any loss or expense incurred in connection with a breach of this clause 4.5.

4.6 Huma may suspend the Client's (or any End Users' or Patients') access to the Software Solution, or any part of the Software Solution, in the event that the Client's, or any End Users' or Patients' use of the Software Solution is not in accordance with the Agreement or in the event of any unauthorised use of the Software Solution or, in the case of an End User, has not accessed the Software Solution for an extended period of time.

4.7 The licence granted pursuant to clause 4.1 will be limited to the number of Patients requiring a login to the Software Solution specified in the Agreement, and the Fees shall be based on the number of Patients requiring a login to the Software Solution specified in the Agreement. If additional Patients, on top of the number specified in the Agreement, require a login to the Software Solution, additional Fees will apply in accordance with the Agreement and shall become payable by the Client at the next invoicing date.

5. Huma obligations

5.1 Huma shall provide the Software Solution and Documentation, and the Services to the Client in accordance with:

- (a) all applicable Laws;
- (b) Good Industry Practice; and
- (c) the terms of the Agreement.

5.2 The Client shall, to the extent required to provide the Services, the Software Solution and any Designated Equipment, permit Huma to access its systems and premises.

5.3 If the Client wishes Huma to provide any services other than the Services, the Parties shall agree separate terms which shall govern the provision of those services.

5.4 Prior to using the Software Solution, the Client shall procure that each End User and Patient enters into a EULA.

5.5 Save as set out in the Agreement, Huma makes no other representations or warranties in respect of the Software Solution or the Services and excludes the same whether express or implied (whether implied by statute, common law or otherwise) to the fullest extent permitted by Law.

5.6 Huma warrants that it has all necessary consents, licences, permissions or otherwise owns all Intellectual Property Rights necessary in order to provide the Software Solution and that, to the best of Huma's knowledge, the Client's and End Users' use of the Software Solution will not

infringe the Intellectual Property Rights of any third party.

- 5.7 The Client acknowledges, and agrees to inform the relevant End Users and shall procure that End Users inform Patients, that the Software Solution is intended as an *aid* to clinical decision-making and collaboration, not a replacement of clinical analysis and judgement and that Huma is not involved in any medical decision making, the drawing of any conclusions from Patient Data or the provision of any form of medical treatment.
- 5.8 Huma does not warrant that the Client's use of the Services will be uninterrupted or error-free, and that there will not be any periods of scheduled down-time for maintenance of any element of the Software Solution.
- 5.9 The Agreement shall not prevent Huma from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 5.10 Huma may update the Software Solution from time to time during the Subscription Term and may make those updates available to the Client. Where the Client is informed by Huma that any new version, update or other release is mandatory, the Client shall install such update or release. Huma shall only be required to support the current and previous versions of the Software Solution.
- 5.11 The Parties acknowledge that the accuracy and quality of any Patient Data uploaded to, stored on or accessed using the Software Solution is dependent on the Patient. Huma accordingly offers no warranties of any type in respect of such Patient Data, including whether it is sufficient for the Client's, End Users' or Patient's purposes. The Client shall indemnify Huma against any losses or expenses incurred by Huma as a result of any third party claim relating to the Client's or any End User's use of such Patient Data.
- 5.12 Huma will actively monitor the Patient App usage and will provide, on a monthly basis, the Client with updates on Patient App registrations and Patient App module usage.

6. Agreement

- 6.1 Each Agreement shall set out:
- (a) the Project Details in the form required by the Agreement;
 - (b) the required Services;
 - (c) the number of Patients required;
 - (d) the applicable Fees; and
 - (e) any other relevant terms.
- 6.2 Once accepted by Huma, Huma shall provide the Huma license under clause 4.1 in accordance with the requirements set out in the Agreement.
- 6.3 The Parties agree that:
- (a) the Targeted Timelines (specified in the Agreement) are indicative only. Huma shall use reasonable endeavours to achieve any Targeted Timelines. Huma shall not be in breach of its obligations under the Agreement if those Targeted Timelines are not achieved, and
 - (b) Huma achieving any Targeted Timelines (specified in the Agreement) is subject to Huma receiving timely and correct information/content from the Client. The Client shall be liable to pay Huma for all additional costs and expenses incurred by Huma as a result of the Client not providing timely and/or the correct information/content to Huma.

7. Client obligations

- 7.1 The Client shall:
- (a) appoint a clinician in respect of the Services to be performed under the Agreement. The clinician initially appointed to this role shall be named in the Agreement. The clinician so appointed shall act as a point of contact for the purpose of the day-to-day performance of the

Services;

- (b) ensure that the necessary resources are made available to participate in the Launch Preparations, planning meetings, and training to meet the Targeted Timelines set out in the Project Details;
- (c) provide any written content and creative assets required by Huma to configure modules in accordance with the Client's specifications, such as logos and Patient educational materials; (d) ensure that all eligible Patients are informed about the Software Solution at any and all reasonable times including pre-consultation, during consultation, post-consultation, and via letter, call, e-mail, leaflet or similar, and the Client and End Users shall encourage Patients to download, register and start engaging with the Patient App; and
- (e) be responsible for reviewing the Patient Data via the Portal at the Portal review frequency set out in the Project Details and for tracking actions taken for Patients.

7.2 The Client shall, and shall procure that the End Users shall:

- (a) use the Software Solution in accordance with the terms and conditions of the Agreement and shall be responsible for any use by any End User and/or Patient which breaches the Agreement;
- (b) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Client its contractors and agents to perform their obligations under the Agreement, including in respect of any third party content requested by the Client to be embedded in, or referred to in, the Software Solution;
- (c) be solely responsible for the reporting of any Adverse Event to the relevant third party;
- (d) ensure that its network and systems, including the Designated Equipment, comply with the relevant specifications provided by Huma from time to time;
- (e) be, to the extent permitted by Law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Platform, the Portal and the Patient App, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- (f) not, nor permit any third party to, access all or any part of the Software Solution in order to build a product or service which competes (directly or indirectly) with the Software Solution or which allows the Client or any third party to construct a dataset which is either comparable to that comprising the data generated or stored in respect of the Project, including the Patient Data and any Aggregated Data generated from that Patient Data);
- (g) comply fully with restrictions on use of the Software Solution including, if applicable and in accordance with any specified purposes stated in the Agreement, to establish and maintain adequate supervisory and security procedures to prevent unauthorised access to and use of the Software Solution or any Patient Data;
- (h) refrain, from any act or omission which damages or impairs or may damage or impair any part of the Software Solution;
- (i) not use or permit the use of the Software Solution for any improper, unauthorised or illegal purpose (including, without limitation, any prohibited transactions, trading practices, improper trading or market manipulation) or do anything that would or may bring Huma into disrepute with any third party;
- (j) not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software Solution that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;

- (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal or causes damage or injury to any person or property;
- (k) not permit third parties to have access to any part of the Software Solution save in order to ensure compliance with its obligations hereunder;
 - (l) notify Huma as soon as practicable of any defect or malfunction in, or any problem in accessing or using, the Software Solution;
 - (m) comply with all applicable Law, which shall include primary responsibility for compliance with all anti-money laundering regulations in respect of any funds used in connection with the Agreement;
 - (n) be fully responsible for all acts and omissions of its officers, employees, agents and other representatives to the same extent as it is for the acts and omissions of itself or of persons directly employed by it; and
 - (o) to the extent it would not be known by Huma in complying with Good Industry Practice in the ordinary course of business, notify Huma of any regulatory requirement or applicable Law which Huma needs to comply with in order to provide the Software Solution to the Client, End Users or Patients.

8. Third parties

- 8.1 The Client acknowledges that the Software Solution may (a) include, or refer to, third party content obtained by the Client, or by Huma at the Client's request; (b) enable or assist the Client, End Users or Patients to access, receive or purchase products and services from third parties; (c) facilitate the provision of data between the Client, End Users, Patients and third parties; and/or (d) enable the Client, End Users or Patients to enter into contracts with third parties; (together, the "**Third Party Interfaces**") and that in each case it does so solely at its own risk and in no circumstances on the recommendation or on behalf of Huma.
- 8.2 Huma makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to such Third Party Interfaces or any correspondence with or data provided by or to any third party. The Client shall indemnify and keep indemnified Huma against any losses, claims, demands or expenses arising in connection with any claim by a Patient or third party in respect of any of the Third Party Interfaces or any Adverse Event.
- 8.3 The Licence Fee does not include any costs related to any Third Party Interfaces, including any questionnaires, content and/or devices of third parties, that may be required by the Client.

9. Intellectual property rights

- 9.1 Huma shall retain all Intellectual Property Rights in the Software Solution and Documentation (including any Developed Work) and the Client shall have no rights in or to the Software Solution and Documentation or Developed Work other than the right to use it in accordance with the terms of the Agreement.
- 9.2 The Client agrees not to remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the Software Solution, Documentation or Developed Work.

10. Fees and payment

- 10.1 Huma shall issue invoices to the Client for the Fees as follows:

- (a) in respect of the Launch Preparations Fee, at the Effective Date;

- (b) in respect of the Licence Fee, quarterly in advance on the Effective Date and each period of three (3) months thereafter, based on the number of Projects and the pricing table set out in the Agreement;
 - (c) in respect of the Project Support Services Fee, quarterly in advance on the Effective Date and each period of three (3) months thereafter, based on the rate set out in the Agreement;
 - (d) in respect of the Software Development Services Fee, at the Effective Date, based on the rate set out in the Agreement.
- 10.2 A reasonable period before the end of each quarter, Huma shall assess whether the correct Licence Fee was paid for that quarter. Where in respect of any quarter Huma concludes (acting reasonably) that an underpayment or overpayment was made by the Client for the Licence Fee under clause 10.1:
- (a) in respect of an underpayment, a balancing payment shall be made by the Client within thirty (30) days following the commencement of the next quarter; or
 - (b) in respect of an overpayment, the Licence Fee for the next quarter shall be adjusted downwards to reflect such overpayment.
- 10.3 The Client shall pay all Fees within thirty (30) days of the date of the invoice.
- 10.4 Following the expiry of the Subscription Term, the Fees for each subsequent renewal term shall be increased in line with any percentage increase in the UK Consumer Prices Index (CPI) over the preceding 12 month period.
- 10.5 All sums payable under the Agreement are exclusive of VAT or any other applicable tax or duty, which must be paid in addition at the rate and in the manner prevailing at the relevant tax point.
- 10.6 All payments shall be in pounds sterling by electronic transfer to such bank account as Huma may from time to time notify the Client in writing of. Any applicable charges on such payments shall be at the Client's expense.
- 10.7 If any sum payable under the Agreement is not paid when due, the Client shall pay interest on the overdue amount from the due date until payment is made in full both before and after any judgment at four per cent (4%) per annum over the Barclays Bank plc base lending rate from time to time.

11. Data protection

- 11.1 In this clause 11, the terms Data Controller, Data Processor, Personal Data, Data Subjects and processing shall be as defined in the Data Protection Laws.
- 11.2 Huma and the Client shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with the Agreement.
- 11.3 Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 11.4 Huma shall:
- (a) collect from Data Subjects and process Personal Data in accordance with (i) the Agreement, (ii) Huma's Privacy Policy ([click on link](#)) as may be amended from time to time, and (iii) Data Protection Laws; and
 - (b) make available such Personal Data to the Client to the extent permitted by the Data Subject's instructions and the Agreement and otherwise in accordance with Data Protection Laws.

11.5 The Parties acknowledge that Client may provide Personal Data relating to End Users to Huma and the following provisions shall apply.

11.6 The Parties agree that Huma is the Data Processor acting on behalf of the Client as the Data Controller.

11.7 The Data Controller shall:

- (a) ensure that any instructions it issues to the Data Processor shall comply with the Data Protection Laws; and
- (b) have sole responsibility for the accuracy, quality and legality of relevant Personal Data and the means by which the Data Controller acquired relevant Personal Data shall establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for the Data Processor to process the Personal Data as otherwise contemplated by the Agreement.

11.8 To the extent either Party receives from, or processes any Personal Data on behalf of the other Party, the Party shall:

- (a) process such Personal Data (i) only in accordance with the other Party's written instructions from time to time (including those set out in the Agreement) provided such instructions are lawful and, unless it is otherwise required by applicable Law (in which case, unless such law prohibits such notification on important grounds of public interest), the Party shall notify the other Party of the relevant legal requirement before processing the Personal Data, and (ii) as per the Agreement;
- (b) ensure its personnel who are authorised to have access to such Personal Data are committed to binding obligations of confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Data;
- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data appropriate to the risk, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- (d) unless the transfer is based on an "adequacy decision", is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, not transfer, access or process such Personal Data outside the EEA without the prior written consent of the other Party (not to be unreasonably withheld or delayed) (and, if the other Party so consents, take such steps as are required by the other Party to ensure that the relevant transfer, access or processing complies with the Data Protection Laws);
- (e) inform the other Party upon becoming aware of any such Personal Data is (while within the Party's or its subcontractors' or affiliates' possession or control) being subject to a personal data breach (as defined in Article 4 of GDPR);
- (f) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in the Agreement;
- (g) except for Personal Data of which the Data Processor is also a Data Controller and except as required by law or in order to defend any actual or possible legal claims, as the other Party so directs, take reasonable steps to return or irretrievably delete all Personal Data on termination or expiry of the Agreement, and not make any further use of such Personal Data;
- (h) provide to the other Party and any DP Regulator all information and assistance reasonably necessary or desirable to demonstrate or ensure compliance with the obligations in this clause 11.8 and/or the Data Protection Laws;

- (i) permit the other Party or its representatives to access any relevant premises, personnel or records of the Party on reasonable notice to audit and otherwise verify compliance with this clause 11.8, subject to the following requirements:
 - (i) the other Party may perform such audits no more than once per Year or more frequently if required by Data Protection Laws;
 - (ii) the other Party may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to the Party before the audit;
 - (iii) audits must be conducted during regular business hours, subject to the Party's policies, and may not unreasonably interfere with the Party's business activities;
 - (iv) the other Party must provide the Party with any audit reports generated in connection with any audit at no charge unless prohibited by applicable Law. The other Party may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this clause 11.8. The audit reports shall be confidential;
 - (v) to request an audit, the other Party must first submit a detailed audit plan to the Party at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. The Party will review the audit plan and inform the other Party of any concerns or questions (for example, any request for information that could compromise the Party's confidentiality obligations or its security, privacy, employment or other relevant policies). The Party will work cooperatively with the other Party to agree a final audit plan; and
 - (vi) all audits are at the other Party's sole cost and expense;
 - (j) take such steps as are reasonably required to assist the other Party in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
 - (k) notify the other Party as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
 - (l) provide the other Party with its reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data provided that the other Party shall be responsible for the Party's costs and expenses arising from such co-operation and assistance.
- 11.9 If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Party and it shall provide the other Party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 11.10 Either Party generally agrees that the other Party may engage third party providers including any advisers, contractors, or auditors to process Personal Data.
- 11.11 Any sub-contracting or transfer of Personal Data pursuant to this clause 11 shall not relieve either Party of any of its liabilities, responsibilities and obligations to the other Party under the Agreement and each Party shall remain liable for the acts and omissions of its sub-processor.
- 11.12 Where Personal Data is processed by either Party under or in connection with the Agreement on behalf of the other Party as the Data Controller, the other Party agrees that the Party may disclose the Personal Data to the Party's employees, sub-contractors (including third party providers), agents, affiliates and affiliate employees as the Party reasonably considers necessary for the performance of its obligations under the Agreement, for compliance with applicable Law and is required to defend any actual or possible legal claims. The Party shall take reasonable steps to ensure the reliability of any person who has access to the Personal

Data and ensure that such persons are aware of the Party's obligations under the Agreement.

11.13 The Client shall grant to Huma and the Huma Group a worldwide, non-exclusive, non-transferable (except as permitted herein this Agreement) and royalty-free licence to access, download, copy, reproduce, modify (including to create derivative works) and use the Aggregated Data obtained pursuant to the provision of the Services (which shall not constitute Personal Data) for any purpose connected with Huma's business operations, which to the extent permitted by the Data Protection Legislation, shall include but shall not be limited to Huma having the right transfer the Aggregated Data outside the UK/EU, and/or to use the Aggregated Data, and/or to share the same with third parties for research and/or commercial purposes and the research results for its own purposes, including the development, distribution and/or commercialisation of Digital Biomarkers and/or Digital Therapeutics, without the consent of the Client and without a duty of accounting to the Client, provided that:

- a) such third parties will be: (i) contractually obliged not to attempt to re-identify the Patient; and (ii) bound to confidentiality and data protection obligations, and
- b) no member of Huma and/or the Huma Group shall sell, license or otherwise make such Aggregated Data available to any third party in return for monetary consideration.

For the avoidance of doubt, all Intellectual Property Rights in any matter(s) arising from the use of the Aggregated Data shall vest solely in Huma.

11.13 The above provisions of this clause 11 shall survive termination of the Agreement, however arising.

12. Cloud

12.1 The Client agrees that the Patient Data and any other data received by Huma in respect of any Project will be stored in a cloud storage facility. The cloud service used by Huma is at Huma's discretion and the services and data centres have multiple layers of operational and physical security to ensure the integrity and safety of Patient Data.

12.2 Patient Data is encrypted when in transit from the handset to the cloud. Audit logs keep track of who is accessing Patient Data at all times.

13. Force majeure

13.1 A Party will not be in breach of the Agreement nor liable for any failure or delay in performance of any obligations under the Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such Party complies with the obligations set out in this clause 13. Save as provided in clause 13.4 below, Force Majeure will not entitle either Party to terminate the Agreement.

13.2 The Party affected by Force Majeure shall:

- (a) immediately notify the other Party in writing of the matters constituting the Force Majeure; and
- (b) keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

13.3 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under the Agreement.

13.4 If Force Majeure continues for longer than ninety (90) days, either Party may, whilst the Force Majeure continues, immediately terminate the Agreement.

14. Limitation of liability

14.1 Except as expressly and specifically provided in the Agreement:

- (a) the Client assumes sole responsibility for results obtained from the use of the Software Solution and Developed Work and any Patient Data uploaded to, stored on, or accessed or

viewed via the Software Solution, and for conclusions drawn from such use. Huma shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Huma by the Client, any End User or any Patient in connection with the Software Solution, any Services or data, or any actions taken by Huma at the Client's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable Law, excluded from the Agreement; and

(c) the Software Solution is provided to the Client on an "as is" basis.

14.2 Nothing in the Agreement excludes the liability of either Party:

(a) for death or personal injury caused by that Party's negligence; or

(b) for fraud or fraudulent misrepresentation; or

(c) anything which cannot otherwise be excluded at Law.

14.3 Subject to clauses 14.1 and 14.2:

(a) neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and

(b) Huma's total aggregate liability for all claims arising under or in connection with the applicable Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, in any Year is limited in aggregate to 100% (one hundred per cent) of the Fees paid or payable under the applicable Agreement for the Services in the Year during which the acts or omissions giving rise to the liabilities occurred, excluding the Fees due and payable to Huma, which obligation shall be in addition to and outside of this liability cap.

15. Term and termination

15.1 Either Party may immediately terminate the Agreement by giving notice in writing to the other Party if:

(a) the other Party fails to pay any sum payable under the Agreement within thirty (30) days of its due date;

(b) the other Party commits a material breach of any of its obligations under the Agreement which is incapable of remedy;

(c) the other Party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Agreement (save as to payment) after having been required in writing to remedy or desist from such breach within a period of thirty (30) days; or

(d) the other Party is subject to an Insolvency Event.

15.2 Termination of the Agreement shall be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.

16. Consequences of termination

16.1 Upon termination of the Agreement for any reason whatsoever:

(a) any rights or licences granted under or pursuant to the Agreement shall cease to have effect save as (and to the extent) expressly provided for in this clause 16;

(b) any provision which expressly or by implication is intended to come into or remain in force on

- or after termination shall continue in full force and effect;
- (c) the Client, End Users and Patients shall stop using the Software Solution immediately and the Client shall ensure all End Users and Patients are immediately denied access;
- (d) the Client shall immediately return to Huma (or, if Huma so requests by notice in writing, destroy) all property of Huma in the Client's (or any End Users') possession at the date of termination, including all Confidential Information of Huma and shall certify that it has done so, and shall make no further use of such property;
- (e) upon Client's written request, Huma will provide the Patient Data to Client in a medium or format as determined by Huma; and
- (f) any licence granted under clause 11.13 shall continue in full force and effect after the termination of the Agreement.

17. Confidentiality

- 17.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under the Agreement and shall not use nor disclose the same except for the purposes of the proper performance of the Agreement or with the prior written consent of the other Party.
- 17.2 The Parties may disclose Confidential Information to an employee, consultant, subcontractor or agent to the extent necessary for the performance of the Agreement provided such disclosure is subject to obligations equivalent to those set out in the Agreement. Each Party shall use its best endeavours to procure that any such employee, consultant, subcontractor or agent complies with such obligations. Each Party will be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 17.3 The obligations of confidentiality in this clause 17 do not extend to any Confidential Information which the Party that wishes to disclose or use can show:
 - (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under the Agreement;
 - (b) was in its written records prior to the Effective Date and not subject to any confidentiality obligations;
 - (c) was or is disclosed to it by a third party entitled to do so;
 - (d) the Parties agree in writing is not Confidential Information or may be disclosed; or
 - (e) is required to be disclosed under any applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.
- 17.4 No Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by Law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. Notwithstanding the foregoing, the Parties agree that either Party may from time to time reference the other Party's name and logo in sales and marketing material. Upon reasonable notice from time to time either Party agrees to assist the other Party with any reasonable request to provide references to third parties. Either Party shall upon receiving written notice from the other Party, upon reasonable notice cease to reference the other Party's name and/or logo.
- 17.5 The above provisions of this clause 17 shall survive termination of the Agreement, however arising.

18. Assignment and Third Party Rights

18.1 The Agreement is personal to the Client. Unless expressly stated in the Agreement, the Client shall not assign, sub-licence, transfer, charge or otherwise dispose of all or any of its rights or responsibilities under the Agreement without obtaining the prior written consent of Huma.

18.2 A person who is not a party to the Agreement has no rights (whether under the Contracts (Rights of Third parties) Act 1999 or otherwise) to enforce any provision of the Agreement.

18.3 Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in the Agreement, and no action taken by the Parties pursuant to the Agreement creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

19. Anti bribery

19.1 Each Party undertakes to the other Party that it:

- (a) has not committed an offence under Sections 1, 2, 6 or 7 of the Bribery Act 2010 (a "Bribery Offence");
- (b) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010;
- (c) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

19.2 Each Party agrees that it:

- (a) has in place, and shall maintain until termination of the Agreement, adequate procedures designed to prevent persons associated with it (including an employee, sub-contractor or agent or other third party working on behalf of that Party or any group company) (an "**Associated Person**") from committing a Bribery Offence; and
- (b) shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- (c) shall not do or permit anything to be done which would cause the other Party or any of the other Party's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and
- (d) shall notify the other Party immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of its obligations under this clause 19. Such notice to set out full details of the circumstances concerning the breach or potential breach of its obligations.

20. General

20.1 Entire Agreement

- (a) The Agreement (including these Standard Terms) contains the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the Parties in relation to such subject matter.
- (b) The Parties acknowledge that the Agreement has not been entered into wholly or partly in reliance on, nor has either Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Agreement.
- (c) Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Agreement which it might otherwise

have had in relation to them.

(d) Nothing in this clause 20 will exclude any liability in respect of misrepresentations made fraudulently.

20.2 If there is an inconsistency between any of the provisions in these Standard Terms and the Agreement, the provisions in the Agreement shall prevail.

20.3 No alteration or variation of the Agreement shall be effective unless it is made in writing, refers specifically to the applicable document forming part of the Agreement and is signed by an authorised representative of each of the Parties.

20.4 If at any time any part of the Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable Law, the same shall be deemed omitted from the Agreement and the validity and/or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired as a result of that omission.

20.5 The rights and remedies of either Party in respect of the Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extensions of time granted by such Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies. Any waiver of any breach of the Agreement shall be in writing. The waiver by either Party of any breach of the Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

20.6 The Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of the relevant document, but all the counterparts together constitute the same document forming part of the Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

21. Notices

21.1 Any notices sent under the Agreement must be in writing (including by email provided those emails are copied to all individuals named in the Agreement).

21.2 Notices may be served in the ways set out below at the addresses set out in the Agreement or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Agreement and such notice shall be deemed delivered on signature of a delivery receipt or at 9.00am on the second Business Day after posting or, if sent by email, the next Business Day after transmission.

22. Dispute resolution procedure

22.1 If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it, then either Party may call a meeting of the Parties by giving not less than fifteen (15) Business Days' written notice to the other, and each Party shall procure that an authorised representative attends all such meetings. Those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute.

22.2 If the meeting fails to resolve the dispute within fifteen (15) Business Days of its being referred to it, either Party may refer the dispute to directors of the Parties by notice in writing, who shall cooperate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days of the dispute being referred to them.

23. Law and jurisdiction

23.1 The Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the Laws of England.

23.2 Subject to first complying with clause 22 (Dispute Resolution Procedure), all disputes or claims

arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.