

DATED

[CUSTOMER]

-and-

HUMA THERAPEUTICS LIMITED

SERVICES AND LICENCE AGREEMENT

THIS SERVICES AND LICENCE AGREEMENT (the “**Agreement**”) is entered into and made effective as of the date of the last signature of this Agreement by a party (the “**Effective Date**”).

PARTIES

(1) **Huma Therapeutics Limited** [TBC] (“**Huma**”); and

(2) [Insert full details of relevant Trust] (the “**Trust**”).

BACKGROUND

- A.** Huma is the owner and developer of GDM-Health Solution (comprising the GDM-Health App and GDM Service).
- B.** The Trust wishes to be provided with, and Huma is willing to provide, the GDM-Health Solution and other Services.
- C.** The Trust will direct the use of the GDM App with patients being mainly treated for gestational diabetes but also, other forms of diabetes in pregnancy and the use of the GDM Solution with Trust Personnel (as defined below) engaged in the provision of care for such patients.
- D.** The parties have agreed the terms as set out in this Agreement in respect of such activities.

AGREED TERMS

1. INTERPRETATION

1.1 In this Agreement:

“ADR Notice” has the meaning given to that term in clause 21.1(b).
“Affiliate” means, with respect to a party, a legal person under the control of, controlling or under common control with such party, “control” meaning (directly or indirectly) holding or having 50% or more of the voting rights or shares or stock, the right to appoint or remove a majority of its board of directors or otherwise the power to direct or cause the direction of the management and policies of such legal person.
“Anonymised Data” means Data that has been anonymised as part of the Data Management Service, as referenced in the Product Specification.
“Authorised User” means any Trust Personnel authorised by the Trust to use the GDM-Health Solution and the Documentation in accordance with this Agreement.
“Background Intellectual Property” means any Intellectual Property that is owned or controlled by a party prior to the Effective Date or that is generated, developed by or on behalf of a party, or acquired by a party, other than in the course of this Agreement. Without limiting the foregoing, the Background Intellectual Property of Huma includes all Intellectual Property in and to the GDM-Health Solution and the Documentation.
“Business Day” means a day that is not a Saturday, Sunday or day on which commercial banks are closed for business.

“Confidential Information” means any and all information (however recorded or preserved) disclosed or made available by a party or its employees, agents or contractors to the other party and that party’s employees, agents or contractors after the date of this Agreement in connection with this Agreement, including: trade secrets; know-how; the terms of this Agreement; pricing for a product or service; and commercial, financial, business, customer, supplier, marketing, technical or other information (including inventions, ideas, designs, formulae and strategies); the Huma Technology (which shall be the Confidential Information of Huma) and the Data (which shall be the Confidential Information of the Trust).
“Data” has the meaning given to it in the Data Processing Agreement.
“Data Management Service” means the data hosting and processing service in respect of Data, including anonymisation of such Data, described in the Product Specification.
“Data Processing Agreement” means the data processing agreement between the parties entered into on or around the Effective Date.
“Data Processor” has the meaning given to it in the Data Processing Agreement.
“Developed IP” has the meaning given to that term in clause 8.3.
“Developments” means any products, materials, know-how, technology, inventions, discoveries, software, data (including Anonymised Data), algorithms and anything else that is generated or developed in the course of the provision of the Services or other activities under this Agreement, including any insights and other information derived or learned from the Data or Anonymised Data.
“Dispute” has the meaning given to that term in clause 21.1.
“Dispute Notice” has the meaning given to that term in clause 21.1(a).
“Documentation” means any and all user manuals, technical specifications and other documentation as may be provided or made available to the Trust by Huma in relation to the Services.
“Huma Technology” means (a) the GDM-Health Solution and the Documentation; and (b) Developments.
“Effective Date” has the meaning given to that term on the front page of this Agreement.
“Fees” means £X per year or as otherwise agreed by the parties in writing from time to time.

“Force Majeure” has the meaning given to that term in clause 20.4.
“GDm App” means the mobile health application developed by Huma to assist patients, and with the monitoring of patients, with gestational diabetes and patients with pre-existing diabetes during pregnancy. “GDm-Health Solution” means the GDm App and GDm Service.
“GDm Service” means the web-based service developed by Huma to assist with the monitoring of patients with gestational diabetes and patients with pre-existing diabetes during pregnancy, described in the Product Specification. The GDm Service includes the Data Management Service.
“Initial Term” has the meaning given to that term in clause 2.1.
“Intellectual Property” means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.
“Notified Body” means an entity licensed, authorised or approved by the applicable government agency, department or other authority to assess and certify the conformity of a medical device.
“Product Specification” means the description of the GDm-Health Solution as made available by Huma and as updated by Huma from time to time.
“Regulatory Approval” means, with respect to a product or service, and with respect to a country or other jurisdiction, any and all approvals or premarket notifications, licences, registrations, certificates, or authorisations of any Regulatory Authority necessary to commercially distribute, sell, or market such product or service in such country or other jurisdiction, including, where applicable, pre- and post-approval marketing authorisations, and reimbursement and pricing approvals. A Regulatory Approval includes a device approval application such as, with respect to the European Union, a submission to a Notified Body for the performance of a conformity assessment.
“Regulatory Authority” means any national, regional or international regulatory agency, department, bureau or other statutory or other body having jurisdiction over the activities of the parties under this Agreement, including a Notified Body.
“Renewal Term” has the meaning given to that term in clause 2.1.

“Services” means the GDm-Service and the Support Services and “Service” means any of the Services or any part of the Services.
“Service Level Agreement” means the GDm Service Level Specification & Support Process document as made available by Huma and as updated by Huma from time to time.
“Support Services” means the services described in the Service Level Agreement.
“Term” means the Initial Term and any Renewal Term as set out in clause 2.1.
“Trust Personnel” means a health care professional or other employee, consultant, contractor or agent of the Trust (including any clinic, hospital or other medical facility or practice managed and/or operated by or on behalf of the Trust).
“User” means either (a) a user of the GDm App who is receiving diabetes in pregnancy healthcare from any Trust Personnel; or (b) any Trust Personnel who has an account to use the GDm Service to deliver care.
“User Subscription” means a user subscription purchased by the Trust under this Agreement which entitles an Authorised User to access and use the GDm Service in accordance with this Agreement.

1.2 Headings are provided for convenience only and shall not affect the interpretation of this Agreement.

1.3 In this Agreement, a reference to: a person includes a reference to a natural or legal person and that person’s successors and permitted assigns; the singular includes the plural, the masculine includes the feminine and vice versa; “including” means “including without limitation”; and “writing” means any legible, visible and permanent form including hand-written and printed documents, facsimile and electronic mail communications.

1.4 In the event of a conflict between a provision of the body of this Agreement and the contents of any document incorporated by reference, the provision of the body of this Agreement shall prevail to the extent of the conflict.

2. COMMENCEMENT AND TERM

2.1 This Agreement will commence on the Effective Date and continue unless validly terminated earlier for a period of thirty-six (36) months (the “**Initial Term**”), after which it shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”), unless either party gives the other party written notice of its intention not to renew not less than (60) days prior to the end of the Initial Term or Renewal Term (as the case may be).

3. SERVICES

3.1 The Trust appoints Huma to, and Huma agrees to provide, the Services, including the Support Services, to the Trust in accordance with the terms of this Agreement.

- 3.2 Huma shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise).

4. GDM-HEALTH SOLUTION

- 4.1 Subject to the Trust's payment of the Fees and compliance with the terms of this Agreement, Huma grants to the Trust, a non-exclusive, non-transferable and non-sub-licensable right during the Term to permit the Trust and the Authorised Users to use the GDM-Health Solution and Documentation, within the Trust's premises, in the ordinary course of its authorised functions as set out in this Agreement and the Product Specification in particular or as otherwise agreed in writing by the parties.
- 4.2 The Trust acknowledges that if the level of usage by Trust Personnel of the GDM-Health Solution increases during the Term, requiring material additional expenditure or other resource commitment from Huma, Huma may impose fair usage restrictions on the use of the GDM-Health Solution, and the Trust shall (and shall procure that the Trust Personnel shall) comply with such restrictions. Huma shall provide the Trust with no less than thirty (30) days' prior notice of any such restriction coming into effect.
- 4.3 Huma may deploy to the Trust from time to time, and free of charge, releases of the GDM-Health Solution that correct faults, adds functionality or otherwise amends or upgrades the GDM-Health Solution ("**Free Releases**") and the Trust hereby consents to the deployment of Free Releases. Huma may also deploy to the Trust from time to time upgrades or versions of the GDM-Health Solution with additional functionality for which it wishes to charge the Trust, subject to the parties agreeing in writing any additional Fees and other terms in respect of the same ("**Charged Releases**"). For clarity, where Huma provides such Free Releases or Charged Releases, such Free Releases or Charged Releases will be deemed part of the GDM-Health Solution and subject to the terms of this Agreement.
- 4.4 Huma shall provide training to the Trust in relation to the use and operation of the GDM-Health Solution as it may determine from time to time. Huma may provide such training in any format and location as it determines, including via Internet-based delivery.
- 4.5 As part of the provision of the GDM Service, Huma shall, acting as a Data Processor for the Trust, provide the Data Management Service. Each party shall comply with its respective obligations under the Data Processing Agreement in relation to the processing of the Data.

5. RESPONSIBILITIES OF THE TRUST

- 5.1 The Trust shall:
- (a) ensure that the GDM-Health Solution is only made available to Authorised Users who have been appropriately trained in the use of the GDM-Health Solution;
 - (b) ensure that each Authorised User shall keep a secure password for his/her use of the GDM Service and Documentation and that each Authorised User shall keep his/her password confidential;

- (c) ensure that the Authorised Users use the GDm-Health Solution and Documentation in accordance with the terms of this Agreement;
- (d) be responsible for any acts or omissions of an Authorised User;
- (e) ensure that its networks and systems comply with any relevant specifications provided by Huma from time to time;
- (f) perform its obligations as set out the Service Level Agreement;
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Huma's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Trust's network connections or telecommunications links; and
- (h) not permit access to the GDm-Health Solution and/or the Documentation to any person other than an Authorised User and otherwise prevent any unauthorised access to, or use of, the GDm-Health Solution and/or Documentation and, as soon as reasonably practicable after becoming aware of any such unauthorised access or use, shall inform Huma in writing.

5.2 The Trust shall not use, and shall ensure that no Authorised User uses, the GDm-Health Solution to access, store, distribute or transmit any virus or other malware, or any material that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - (f) causes damage or injury to any person or property,
- and Huma reserves the right to suspend or terminate the access of any Authorised User in violation of the foregoing.

5.3 The Trust shall:

- (a) provide Huma with all necessary co-operation in relation to this Agreement;
- (b) provide all necessary access to such information as may be required by Huma in order to provide the Services;

5.4 Huma shall not (a) be in breach of this Agreement or the Data Processing Agreement as a result of any failure to perform its obligations under this Agreement or the Data Processing Agreement; or (b) be liable under or in connection with this Agreement or the Data Processing Agreement, if such breach or liability occurs as a result of the Trust's failure or delay in its obligations under this Agreement or the Data Processing Agreement.

6. RESTRICTIONS WITH RESPECT TO THE GDM-HEALTH SOLUTION AND DOCUMENTATION

6.1 The Trust shall not, and shall ensure that Trust Personnel do not, except to the extent expressly permitted under this Agreement and except as may be allowed by any applicable law which cannot be excluded by agreement between the parties:

- (a) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the GDM-Health Solution and/or Documentation in any form or media or by any means, or attempt to do the same; or
- (b) reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the GDM-Health Solution, or attempt to do the same; or
- (c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the GDM-Health Solution available to any person except Users.

6.1.2 The Trust acknowledges that third party components of the GDM-Health Solution may be subject to additional licence terms as required by Huma's licensors from time to time. The Trust shall, and shall ensure that Trust Personnel shall, comply with any such additional licence terms, and Huma shall provide reasonable prior notice to the Trust of the same.

7. REGULATORY MATTERS

7.1 The Trust shall ensure that it has obtained, and shall maintain, any and all authorisations and approvals that are necessary for its use of the GDM-Health Solution and/or any other Service.

7.2 The Trust shall provide to Huma details of any complaints or problems with any aspect of the GDM-Health Solution, any other Service and/or the Documentation promptly on becoming aware of the same and shall use reasonable endeavours to mitigate the effects of any complaints or problems. To the extent permitted by law, the Trust shall consult with Huma in responding to such complaints and problems and not make any statement or communication to a third party which is prejudicial to Huma without Huma's prior written consent. For the purposes of the foregoing the Trust shall communicate such complaints or problems to the following email addresses:

Nature of communication	Huma contact details
Complaints	feedback@Humahealth.com
Support	gdm-support@Humahealth.com
Data protection	dpo@Humahealth.com

7.3 The Trust shall, on request from Huma and at the cost of Huma as to reasonable out-of-pocket expenses, provide (and shall procure that Trust Personnel provide) reasonable assistance in relation to applying for, obtaining and maintaining any and all Regulatory Approvals in respect of any aspect of the GDM-Health and/or any other Service, including support with

respect to submissions to, and correspondence and meetings with Regulatory Authorities or as contemplated by clause 15.3(b).

- 7.4 The Trust acknowledges and agrees, and shall procure that all Trust Personnel acknowledge and agree, that the GDM-Health Solution, or any other Service, and the Documentation and/or any outputs of, or information derived from use of, the Services shall not constitute, or be regarded as, medical advice, diagnosis, treatment, medical or healthcare opinion, health care services or any other healthcare-related activity, and shall not otherwise be a substitute for any health care provided or offered by a healthcare professional or any other Trust Personnel.

8. INTELLECTUAL PROPERTY AND DATA

- 8.1 All Background Intellectual Property is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived). This Agreement does not affect the ownership of any Background Intellectual Property. No rights are granted in respect of any Background Intellectual Property except as expressly set out in this Agreement.
- 8.2 The Trust grants to Huma, a non-exclusive, transferable, sub-licenseable, worldwide, irrevocable, perpetual licence to use its Background Intellectual Property (a) to provide the Services and perform any other activities contemplated by this Agreement and/or the Data Processing Agreement; and (b) to the extent necessary to use or otherwise exploit the Developments and Developed IP.
- 8.3 Huma shall own any and all Intellectual Property in and to the Developments (“**Developed IP**”). To the extent that, notwithstanding the foregoing, any Developed IP vests in the Trust, the Trust hereby irrevocably and unconditionally assigns to Huma absolutely with full title guarantee (where appropriate by way of present assignment of future copyright), all right, title and interest in and to any such Developed IP. To the extent that any moral rights in or to such Developed IP vest in any Trust Personnel and to the extent permitted by law, the Trust shall obtain from such Trust Personnel a full and complete waiver of such moral rights. On request from Huma, and at the cost of Huma as to reasonable out-of-pocket expenses, the Trust shall, and shall use commercially reasonable endeavours to procure that any necessary Trust Personnel shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the foregoing.
- 8.4 Save as expressly set out in this Agreement: no right or title to the Intellectual Property of either party is granted to the other party; and neither party shall use any of the other party’s Intellectual Property in its business, corporate, legal, trade or domain name or trade dress. All goodwill related to or generated by the use of a party’s trade marks or other Intellectual Property by the other party shall inure for the benefit of the first party. The Trust shall not remove, obscure or alter any proprietary or Intellectual Property notices or legends displayed in or on any Huma Technology. For clarity, the Trust shall require Huma’s prior written consent to use any Huma logo or trade mark.
- 8.5 The Trust acknowledges and agrees that Huma shall have the exclusive right (subject to the licence granted to the Trust under clause 4.1) to develop, manufacture, market and otherwise exploit the Anonymised Data, and other Developments and Developed IP, for any purpose in connection with improving healthcare and to benefit patients (including for the purposes of research in relation to new medicinal products, medical devices and other clinical discoveries,

and to develop and improve Huma's products and services), and that Huma may license, assign and otherwise transfer or deal in the same howsoever.

9. FEES

- 9.1 Huma shall invoice the Fees and The Trust shall pay Huma the Fees within thirty (30) days from the date of an invoice without any set off or withholding.
- 9.2 No Services other than the GDM Service, and/or the Support Services shall be provided other than under a written agreement signed by both parties including the scope, timeline, Fees and any additional term for such Services.
- 9.3 All Fees are stated exclusive of and subject to any applicable tax (including sales tax or value added tax), duty, regulatory fee or surcharge or government levy, which shall be invoiced and paid at the prevailing rate, provided that neither party is liable for any taxes related to the income of the other party.
- 9.4 If the Trust fails to make a payment due to Huma under this Agreement by the due date, then, without limiting any other remedy of the other party under this Agreement, the Trust shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.

10. CONFIDENTIALITY

- 10.1 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this Agreement.
- 10.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) make use of the Confidential Information other than for the purpose of exercising its rights or performing its obligations under or in connection with this Agreement (the "**Permitted Purpose**");
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 10.
- 10.3 Neither party shall disclose any of the other party's Confidential Information to any third party without the other party's prior written consent, except that the receiving party may disclose the Confidential Information to those of its employees, agents or contractors who need to have access to it for the Permitted Purpose, provided that the receiving party ensures that such person is bound by written obligations (in an employment contract or otherwise) to keep the Confidential Information confidential and to use it solely for the Permitted Purpose.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any Regulatory Authority or other governmental body (including any relevant securities exchanges) or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited

and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5 On termination or expiry of this Agreement, and subject to clause 10.6 and 19.4, each party shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable),

1. provided that the receiving party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a receiving party.

10.6 On termination or expiry of this Agreement, Huma shall retain a copy of the Data for a period of one hundred and fifty (150) days and during such period the Trust may request that Huma make a copy of the Data available to the Trust and in such event the parties shall agree the format and means by which such copy shall be made available. Promptly following the expiry of such one hundred and fifty (150) day period, Huma shall erase the Data in accordance with clause 10.5(b).

10.7 The provisions of this clause 10 shall survive for a period of five (5) years from termination of this Agreement.

11. PUBLICATION

11.1 Either party, as a "publishing party" for the purposes of this clause, may, from time to time, publish and present scientific publications or presentations with respect to Developments (each such publication or presentation, a "**Publication**") subject to this clause 11.

11.2 The publishing party shall submit to the other party a draft of the Publication no less than thirty (30) days prior to the proposed submission for publication or presentation. If the non-publishing party reasonably determines that the Publication contains Confidential Information then it shall notify the publishing party within twenty (20) days of receipt of the Publication and publishing party shall remove any Trust Confidential Information from the Publication. If the publishing party does not receive notification from the non-publishing party within such twenty (20) day period then the publishing party may proceed with the proposed Publication.

11.3 The publishing party will appropriately acknowledge the support of the non-publishing party in any Publication relating to the Services.

12. FREEDOM OF INFORMATION ACT

- 12.1 Huma acknowledges that the Trust is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. If the Trust receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall be entitled to disclose all information and documentation (in whatever form) as it reasonably considers necessary to respond to that request in accordance with such Act or Regulations (as applicable), provided that before making any such disclosure, the Trust:
- (a) promptly following receipt of such request, notifies Huma in writing of such request and what information it intends to disclose to satisfy such request; and
 - (b) affords Huma reasonable opportunity to make representations to the Trust as to the applicability of any exemptions Huma believes apply to such information under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (as applicable); and
 - (c) gives due consideration to those representations received and gives Huma reasonable advance notice of what (if any) information the Trust intends to disclose to satisfy the request having given such due consideration.

13. PUBLICITY AND ANNOUNCEMENTS

- 13.1 Subject to this clause 13, no party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 13.2 Where an announcement is required by law or any governmental or regulatory authority (including any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other parties. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.
- 13.3 The parties consent to the issue of a press release, which both parties have mutually approved before public issue. The parties shall, from time to time, explore further publicity and marketing activities to be agreed on a case by case basis (including the mutual written approval of any content to be used for such purpose).
- 13.4 Notwithstanding any other provision of this Agreement, Huma may refer to the Trust as a customer of Huma's, and use the Trust's name and, where applicable, logo(s) and trade mark(s), for the purpose of promoting the GDM-Health Solution and Huma's business generally.

14. ANTI-BRIBERY

Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

15. WARRANTIES AND DISCLAIMER

15.1 Each party warrants that:

- (a) it shall carry out its obligations under this Agreement with reasonable care and skill;
- (b) it has full capacity and authority to enter into, and perform its obligations under, this Agreement;
- (c) it shall comply with all applicable laws in its performance of this Agreement.

15.2 Neither party makes any representation or warranty other than as expressly set out in the Agreement. Each party, to the extent permitted by law, disclaims and excludes all conditions, warranties and other terms that may otherwise be implied by law into this Agreement including warranties as to merchantability, satisfactory quality and fitness for purpose. Without limiting the foregoing, Huma does not represent or warrant that any of the GDM-Health Solution or any other Services (or any information or other results derived from use of the Services) will meet the requirements of any person, and all Huma Technology is provided on an 'as is' basis and Huma does not warrant that the GDM-Health Solution shall be available at all times, or are free of errors.

15.3 The Trust acknowledges that:

- (a) the GDM-Health Solution in the form as at the Effective Date is CE marked; and
- (b) during the Term the GDM-Health Solution, or modified versions or components thereof, may be the subject of further conformity assessment or other regulatory review by, or the subject of a Regulatory Approval from, a Notified Body or other Regulatory Authority.

15.4 The Trust shall be solely responsible for its and the Trust Personnel's use (or use on its or their behalf) of the GDM-Health Solution and Documentation, for and otherwise in connection with the provision of medical advice, diagnosis, treatment, medical or healthcare opinion, health care services or any other healthcare-related activity provided by the Trust, and Huma shall not have any liability in respect thereof. Accordingly, the Trust hereby indemnifies and shall keep indemnified Huma, its Affiliates and its and their officers and employees in respect of any and all liabilities, fines, charges, costs (including costs of investigations), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by any of them arising out of or in connection with any third party claim brought against any of them relating to use of the GDM-Health Solution and/or Documentation by the Trust, the Trust Personnel or any other User for the provision of medical advice, diagnosis, treatment, medical or healthcare opinion, health care services or any other healthcare-related activity.

16. LIMITATION OF LIABILITY

16.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

- (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) anything else in respect of which it cannot by law limit or exclude liability.
- 16.2 Subject to clause 16.1, in no event shall either party be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, under or arising out of this Agreement and/or the Data Processing Agreement, for any loss of profits (whether direct or indirect); loss of sales or business; loss of agreements or contracts; loss of anticipated savings; wasted expenditure; loss of or damage to goodwill; loss of use or corruption of software, data or information; or any indirect, special or consequential loss, even if previously advised of the possibility of such loss or damage.
- 16.3 Subject to clauses 16.1 and 16.2, each party's aggregate liability under or arising out of this Agreement and the Data Processing Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to 100% of the Fees. As a condition to either party's liability under this clause, the other party must give notice of any claim under this Agreement to that party within one (1) year of the claim arising.
- 16.4 Nothing in this Agreement limits the Trust's liability to pay the Fees for the services supplied by Huma under this Agreement.
- 16.5 The Trust acknowledges that the provisions of this clause 16 are reasonable and are reflected in the Fees which would be higher without those provisions, and the Trust will accept such risk and/or insure accordingly.
- 17. INSURANCE**
- 17.1 Subject to clauses 17.2 and 17.3 of this Agreement and unless otherwise confirmed in writing by the Trust, as a minimum level of protection, Huma shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity in accordance with good industry practice or any sum as required by law unless otherwise agreed with the Trust in writing.
- 18. CHANGES**
- 18.1 No changes or variation to this Agreement shall be valid unless set out in writing and signed by both parties.
- 19. TERMINATION**
- 19.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ninety (90) days after being notified in writing to do so;

- (b) Force Majeure has continued for a period of at least ninety (90) days; or
- (c) (i) the other party has a receiver or administrative receiver appointed over it or any part of its assets, business or undertaking or passes a resolution for winding up (other than for a bona fide scheme of reconstruction or solvent amalgamation) or, (ii) a court of competent jurisdiction makes an order to that effect or, (iii) if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or, (iv) ceases or threatens to cease carrying on its business, (v) has a liquidator appointed, enters into liquidation, or (vi) suffers or undergoes an analogous proceeding under any foreign law.

19.2 If a party becomes aware of a decision or other action by a Regulatory Authority in relation to this Agreement or the Data Processing Agreement (including any activities carried out in connection with either of them) that materially affects either party's ability to perform any of its material obligations under this Agreement and/or the Data Processing Agreement, such party shall immediately inform the other party in writing and the parties shall promptly co-operate in good faith with the objective of agreeing actions to be taken by each party and/or any necessary amendments to this Agreement in order to resolve such situation. If within ninety (90) Business Days of one party notifying the other party the parties have not reached agreement as to actions to be taken/amendments to this Agreement then either party may terminate this Agreement on no less than thirty (30) Business Days' written notice to the other party.

19.3 On termination or expiry of this Agreement:

- (a) all due but un-invoiced Fees up to the effective date of termination shall be invoiced and paid by the Trust as soon as it receives them (for clarity, if the Trust terminates this Agreement under clause 19.3 it shall pay all Fees due up to and including the (3) three month notice period);
- (b) the Trust shall immediately pay any outstanding unpaid invoices;
- (c) all licences granted by Huma to the Trust under this Agreement shall immediately terminate, provided that any such licence may continue if and to the extent that termination of such licence would compromise the care of any existing patient, for a period of no more than one hundred and fifty (150) days following the date of termination or expiry of this Agreement, and in such event the Trust shall use all reasonable endeavours to put in place reasonable alternative arrangements and shall continue to pay Fees to Huma in accordance with the terms of this Agreement; and
- (d) the Trust shall immediately cease all use of the GDm-Health Solution, Documentation and Services and shall immediately return or delete/destroy (at Huma's election) all Documentation and any and all copies in any medium provided that the Trust may continue to use the GDm-Health Solution, Documentation and Services if and to the extent that the Trust's cessation of use GDm-Health Solution, Documentation and Services would compromise the care any existing patient of for a period of no more than one hundred and fifty (150) following the date of termination or expiry of this Agreement, and in such event the Trust shall use all reasonable endeavours to put in place reasonable alternative arrangements and shall continue to pay Fees to Huma in accordance with the terms of this Agreement.

19.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

19.5 On termination or expiry of this Agreement, the following clauses shall continue in force: clauses 1 (to the extent necessary for the interpretation of surviving clauses), 8, 9, 10 (in accordance with its terms), 11, 15.2, 15.4, 16, 19.4, 19.5, 19.6, 20 and 21.

20. MISCELLANEOUS

20.1 This Agreement and the Data Processing Agreement constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

20.2 Huma may at any time assign or otherwise transfer any or all of its rights under this Agreement. Huma may subcontract or delegate its obligations under this Agreement to any third party or agent with the prior written consent of the Trust (not to be unreasonably withheld or delayed). The Trust shall not, without the prior written consent of Huma (not to be unreasonably withheld or delayed), assign or otherwise transfer any or all of its rights or obligations under this Agreement.

20.3 No person who is not a party to this Agreement shall have any rights under any law (including the Contracts (Rights of Third Parties) Act 1999) to enforce any term of this Agreement and no consent is required from any third party to change this Agreement.

20.4 Neither party shall be in breach of this Agreement or otherwise liable to the other party as a result of any delay or failure in the performance of its obligations under this Agreement to the extent that such delay or failure is caused by occurrences beyond the reasonable control of the affected party including, but not limited to, acts of God, strikes, war, sabotage, power failures, failure of third party communications networks and facilities (including the Internet), or cybercrime (“**Force Majeure**”) and the time for performance of the relevant obligation shall be extended accordingly. Any timeline referred to in this Agreement shall be extended to the extent of any delay caused by The Trust in the performance of its obligations under this Agreement. Nothing in this clause exempts The Trust from paying any invoiced Fees and interest shall continue to apply to unpaid amounts. The affected party shall promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and shall use its commercially reasonable endeavours to minimise any resulting delay in or interference with the performance of its obligations under this Agreement.

20.5 No failure or delay by either party to exercise or enforce any right or benefit under this Agreement shall be deemed a waiver of such right or benefit, nor operate to prevent or limit the future exercise or enforcement of that right or benefit.

- 20.6 If any term or condition of this Agreement is held invalid, void or otherwise unenforceable by any court, governmental agency or Trust of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.
- 20.7 The parties are independent contractors and nothing in this Agreement shall be deemed to create any joint venture or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party.
- 20.8 Any notice under this Agreement shall be in writing, signed by the relevant party, and shall be delivered personally, or sent by commercial courier, to the relevant address and for the attention of the relevant person specified below:

- (a) Huma: [TBC]
- (b) The Trust: [add address, for the attention of: *[position]*].

2. Any notice shall be deemed to have been duly received (a) if delivered personally, when left at the address and for the contact referred to in this clause, or (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed. A notice required to be given under this Agreement shall not be validly given if sent by e-mail. The provisions of this clause shall not apply to (1) the service of any proceedings or other documents in any legal action; or (2) day-to-day operational communications in the performance of this Agreement.

- 20.9 This Agreement may be executed in any number of counterparts, which shall together constitute one agreement. A copy of this Agreement that is executed by a party and transmitted by that party to the other party by email shall be binding upon the signatory to the same extent as a copy hereof containing the signatory's original signature.

21. DISPUTE RESOLUTION PROCEDURE

- 21.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**"), then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute; and
 - (b) if the parties are unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within forty-five (45) days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (an "**ADR Notice**") to the other party to the Dispute, referring the dispute to mediation. Unless otherwise agreed between the parties, the mediation will start not later than twenty (20) days after the date of the ADR Notice.

- 21.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 22.2, which clause shall apply at all times.
- 21.3 If the Dispute is not resolved within thirty (30) days after service of the ADR Notice, or either party fails to participate or ceases to participate in the mediation before the expiry of that thirty- (30-) day period, or the mediation terminates before the expiry of that thirty- (30-) day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 22.2.

22. GOVERNING LAW AND JURISDICTION

- 22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

[INSERT NAME OF THE TRUST]

By: _____

Print Name: _____

Title: _____

Huma Therapeutics Limited

By: _____

Print Name: _____

Title: _____