

HUMA THERAPEUTICS LIMITED END USER LICENCE AGREEMENT – U.S.

BY DOWNLOADING THE APP IN LINE WITH THE TERMS SET BY THE APP STORE, OR USING THE SERVICES (DEFINED BELOW), TICKING A BOX, CLICKING ON THE “ACCEPT” BUTTON, OR OTHERWISE INDICATING YOUR AGREEMENT, YOU AS A USER OF THE SERVICES AGREE TO BE BOUND BY THE TERMS OF THIS HUMA END USER LICENCE AGREEMENT – U.S. (“**EULA**”). IN THE EVENT OF ANY CONFLICT BETWEEN THIS EULA AND THE APP STORE TERMS, THE APP STORE TERMS WILL APPLY.

BY ENTERING INTO THIS EULA, YOU CONFIRM THAT YOU ARE 18 YEARS OLD OR OVER.

BY ENTERING INTO THIS EULA, YOU AGREE THAT YOU ARE EITHER:

- (1) A PRIVATE INDIVIDUAL ACTING FOR YOURSELF, OR
- (2) ACTING AS A HELPER ON BEHALF OF ANOTHER PRIVATE INDIVIDUAL, OR
- (3) A HEALTHCARE PROFESSIONAL OR OTHER PROFESSIONAL ACTING ON BEHALF OF THE ORGANISATION FOR WHICH YOU WORK

IN EACH CASE (1-3) DEFINED AS “**YOU**”;

FURTHER, YOU AGREE THAT YOU ARE USING THE SERVICES, IN EACH CASE (1) – (3) LOCATED IN OR ACCESSING OR USING THE SERVICES FROM THE UNITED STATES. IF YOU ARE ACTING ON BEHALF OF ANOTHER PRIVATE INDIVIDUAL OR AN ORGANISATION, YOU REPRESENT THAT, BY ENTERING INTO THIS EULA, YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH PRIVATE INDIVIDUAL OR ORGANISATION. THE APP MAY NOT BE SUITABLE FOR USE OUTSIDE THE UNITED STATES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT DOWNLOAD OR USE THE SERVICES.

WE DO NOT PROMISE ANY PARTICULAR RESULT(S) WITH REGARDS TO YOUR HEALTH IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT FEEL WELL AND/OR THINK YOU HAVE A MEDICAL EMERGENCY, PLEASE CALL YOUR DOCTOR AND/OR YOUR LOCAL EMERGENCY PHONE NUMBER IMMEDIATELY. YOU MUST ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS REGARDING YOUR HEALTH. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE AND/OR DELAY IN SEEKING IT BECAUSE OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. THE SERVICES ARE NOT A SUBSTITUTE FOR, AND DO NOT CONSTITUTE, PROFESSIONAL MEDICAL ADVICE, CARE, SUPPORT, DIAGNOSIS AND/OR TREATMENT.

This EULA is a legal agreement between You and Medopad Inc whose registered office is at The Genome Centre, 101 6th Avenue, New York NY 10013, The United States (“**us**” or “**we**”). This EULA covers Your access to, and use of, the mobile application software that links to this EULA (such software and content owned by or licensed to us, within such software together with any successor applications to it, the “**App**”) and our websites (including web applications), portals, or systems (including content within those websites, portals or systems owned by or licensed to us) that link to this EULA (all together with any successor applications, the “**Site**”). The App and the Site are collectively called the “**Services**” in this EULA.

(A) GENERAL

1. We reserve the right to make changes to our Services, policies and this EULA at any time. You will be subject to our policies and this EULA in force at the time that you download our App or commence your use of our Services, unless any change to this EULA or policies is required to be made by law or government authority (in which case it may apply to orders previously placed by you). We may update this EULA by notifying You of such updates by any reasonable means in our view. Your downloading or use of the Services following notice of any such updates will constitute Your acceptance of them. If you are unable to agree or do not agree to all of the EULA, please stop using the App. However, any such updates will not apply to any dispute between us and You where that dispute arises prior to the effective date for such updates. The “*Last Updated*” headnote above indicates the date when updates to this EULA were last posted.
2. Updates to the Services may be issued through us or the app store provider or operator from whose site You downloaded the App. Your ability to use the latest version of the Services depends on You downloading the update, and where applicable, Your acceptance of any new terms.
3. You are assumed to be the owner of any device used, or assumed to have obtained permission from the owners of any devices that are controlled, but not owned, by You to use the Services.

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4. Your submission of personal data through the Services is governed by our Privacy Policy, made available on the App or Site (the "**Privacy Policy**"). You warrant that any personal data that You provide is accurate and complete and if necessary, you undertake to rectify or complete them according to the procedure defined in the Privacy Policy.
5. Your use of, and reliance on, the Services is at Your own risk, and You must comply with all applicable laws and regulations (including export controls) in doing so. We may limit the Services' availability at any time.
6. All of the material provided to You through the Services, such as text, graphics, and photographs, are for information purposes only.
7. We do not:
 - (i) recommend or endorse any specific tests, physicians, products, procedures, opinions, and/or other information that may be mentioned to You through the Services, and
 - (ii) take any responsibility in relation to the quality of the medical advice or the manner in which it is provided by doctors and/or medical organisations to You.
8. For the avoidance of doubt, the Services provided by us for the benefit of healthcare professionals include a Clinician Portal that is supported on Microsoft Edge, Chrome and Firefox on all platforms, the most recent version plus one previous version; and Safari on Mac OS and iOS, the most recent version plus one previous version. For patients/consumers, we provide a Patient App that is supported on iOS, minimum version 13 and Android, minimum version 8. Further, on a case by case basis (not in all apps that we provide to consumers/patients), we may also provide a WebApp for Your benefit that is supported on Microsoft Edge, Chrome and Firefox on all platforms, the most recent version plus one previous version).

(B) GRANT AND SCOPE OF LICENCE

1. Subject to Your compliance with the terms of this EULA, and solely for so long as You are permitted by us to use the Services: (i) You may use the Services, and (ii) we permit You, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and/or use the App and/or the Site on a device that You own or control, in each case, solely for Your non-commercial use, or in connection with the provision of care to You or Your participation in a study or clinical trial or for You to access such data in respect of Your role as a healthcare professional providing healthcare or involved in the conduct of a research or clinical trial or study.
2. If You fail to comply with this EULA in any way, You must immediately cease using the Services and uninstall the App from Your device.
3. The Services are licensed by us to You, not sold to You. The Services are solely for Your use under the terms of this EULA. We:
 - (i) reserve all rights not expressly granted to You under this EULA; and
 - (ii) own, or our licensors own, any and all rights under patent law, copyright law, trade secret law, trademark law, and all other proprietary rights ("**Intellectual Property Rights**") in the Services. You agree not to contest and/or assist others in contesting the validity of any such Intellectual Property Rights.
4. You will not, and will not permit others to:
 - a. make available through or in connection with the Services any materials that are defamatory, offensive or otherwise objectionable;
 - b. post any virus that is potentially harmful or invasive or intended to damage the operation of, or to monitor the use of the Services;
 - c. use the Services for any commercial purpose except in connection with the provision of care or participation in a study or clinical trial;

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- d. scrape, gather Services content, or circumvent the navigational structure or presentation of the Services;
- e. exploit the Services without our prior written consent;
- f. make alterations to the Services, or permit the Services or any part of it to be combined with, or become incorporated in, any other programs;
- g. disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing;
- h. translate, adapt, transform, arrange or reproduce the whole or any part of the Services or attempt to do any such thing;
- i. provide or otherwise make available the Services (including object and sourcecode) to a third party, without our prior written consent;
- j. create Internet links to the Services or frame or mirror the Services, or host the Services on a server (including a website) or in any other manner;
- k. access or use the Services in order to build a competitive product or service;
- l. use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA;
- m. infringe our Intellectual Property Rights or those of any third party in relation to Your use of the Services (to the extent that such use is not licensed by this EULA); and
- n. use the Services in a way that could damage or compromise our systems or security or interfere with other users of the Services.

(C) ACCOUNTS AND SUBMISSIONS

1. We may reject, or require that You change, any account information that You provide to us in registering. Your user name and password are for Your personal use only and should be kept confidential. You are responsible for any use or misuse of Your account. You must promptly notify us of any confidentiality breach or unauthorized use of Your account.
2. The Services may include the option to connect Your account to that of one other user (e.g., a helper such as a caregiver, family member or other trusted individual) in such a way that the other user may access Your account's data and functionalities of the Services (or vice-versa, where you are a designated helper). At any time, You or Your connected user may remove this connection through the Services, or we may remove the connection, including if the account of the other user is terminated. You will be notified of the removal of Your connection through the Services.
3. Users may make available certain materials (each, a "**Submission**") through or in connection with the Services. We have no control over and are not responsible for any use or misuse by any third party of Submissions. For each Submission that You make, You hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, revocable, transferable and fully sublicensable licence to fully exploit such Submission, in any format or media. We may monitor or delete Submissions before or after they appear on the Services, or analyse Your access to or use of the Services. Please also refer to the Privacy Policy for further information on data protection including who we are, how we process Your personal data and for what purposes and your rights in relation to Your personal data and how to exercise them. The Privacy Policy forms an integral part of this EULA. By using our App and/or our Services, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all times. If You do not agree with either of these documents, please do not download the App or continue to use our Services.
4. If You provide to us any ideas, proposals, suggestions or other materials ("**Feedback**"), such Feedback will be deemed confidential. Your provision of such Feedback is free, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.
5. You warrant that You have all rights necessary to grant the licences granted in this section, and Your Submissions are complete and accurate, and are not fraudulent or otherwise in violation of any applicable law

or any right of any third party. You waive any moral rights or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that You may have under applicable law.

(D) THIRD PARTY MATERIALS

1. Parts of the Services may make available access to products, services and materials by third parties ("**Third Party Materials**"), or allow for the routing or transmission of such Third Party Materials, including via links. By using the Services, You agree that we can provide You with the applicable Third Party Materials.
2. We do not endorse, control or have any liability for any Third Party Materials, including the accuracy, legality or safety of any Third Party Materials. Nothing in these terms is a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials through the Services at any time. Your use of Third Party Materials is at Your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials.

(E) LIMITATION OF LIABILITY

1. THE SERVICES, INCLUDING WITHOUT LIMITATION THE TECHNOLOGY FORMING PART OF IT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ARE PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES AND THIRD PARTY MATERIALS, INCLUDING BUT NOT LIMITED TO WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, TITLE AND/OR AVAILABILITY. NO LIABILITY CAN BE ACCEPTED FOR ANY FAILURE OF THE SERVICES TO DETECT OR GIVE NOTIFICATION OF A SPECIFIC OCCURRENCE. YOU AGREE THAT NO MEDICAL ADVICE, CARE, SERVICE, INFORMATION AND/OR OTHER ENGAGEMENT IS PROVIDED THROUGH THE SERVICES AND/OR OTHERWISE BY US AND/OR BY ANYONE ON OUR BEHALF, SUCH MEDICAL ADVICE, CARE, SERVICE, INFORMATION AND/OR OTHER ENGAGEMENT IS PROVIDED BY A HEALTHCARE PROFESSIONAL TO YOU. YOU BEAR THE RISK OF USING THE SERVICES.
2. We do not guarantee that the Services are or will remain updated, uninterrupted, complete, correct and/or secure. Third parties may make unauthorized alterations to the Services. Due to the nature of the internet, this cannot be guaranteed. If You become aware of any such alteration, contact us at support.us@huma.com with a description of such alteration and its location on the Services. Also, your access to the Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.
3. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: WE (A) WILL NOT BE RESPONSIBLE FOR LOSSES THAT WERE NOT CAUSED BY ANY BREACH ON OUR PART, OR FOR ANY DELAY OR FAILURE TO COMPLY WITH OUR OBLIGATIONS UNDER THESE CONDITIONS IF THE DELAY OR FAILURE ARISES FROM ANY CAUSE WHICH IS BEYOND OUR REASONABLE CONTROL (B) WILL NOT BE RESPONSIBLE ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, NOR FOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE, CONTRACTS, ANTICIPATED SAVINGS, REGULATORY FINES, DATA, GOODWILL OR WASTED EXPENDITURE, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR ANY CONSEQUENTIAL LOSSES THAT ARE NOT FORESEEABLE; (C) WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. FURTHER, (AA) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR THIRD PARTY MATERIALS IS TO STOP USING THE SERVICES; AND (BB) OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE FIFTY UNITED STATES DOLLARS (US\$50).
4. ALL LIMITATIONS OF LIABILITY OF ANY KIND IN THIS EULA ARE MADE FOR THE BENEFIT OF US AND OUR AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, THE "**AFFILIATED ENTITIES**"), AND OUR AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT

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WOULD BE UNLAWFUL TO DO SO, BECAUSE OF THE APPLICABLE LAW OF YOUR STATE, PROVINCE OR COUNTRY.

5. To the fullest extent permitted under applicable law, You agree to defend, indemnify and hold harmless us, the Affiliated Entities and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) ("**Claims**") arising out of or relating to (a) Your use of, or activities in connection with, the Services (including all Submissions); and (b) any violation or alleged violation of this EULA by You.

(F) CONFIDENTIALITY

1. Each party undertakes that it shall not at any time disclose to any person any proprietary, secret or private information ("**Confidential Information**"), except as permitted in this Section.
2. Each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this EULA; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this EULA.

(G) TERMINATION

1. This EULA is effective until terminated.
2. You may terminate the EULA by sending a notice of termination to us via e-mail to support.us@huma.com.
3. We may terminate this EULA by written notice to You:
 - (i) on thirty (30) days' prior notice via e-mail to You for any reason; or
 - (ii) immediately by notice via e-mail to You if You commit a material or persistent breach of this EULA which You fail to remedy (if remediable) within fourteen (14) days after the service of notice via e-mail requiring You to do so.
4. Notwithstanding anything to the contrary in this EULA, no termination of this EULA will relieve You of any of Your obligations or liabilities accrued prior to such termination. Termination of this EULA by us will be without prejudice to any other right or remedy that we may have, now or in the future. Upon termination for any reason:
 - (i) all rights granted to You under this EULA shall cease;
 - (ii) we may, without liability to You or any third party, immediately deactivate or delete Your account, and all associated materials, without any obligation to provide any further access to such materials; and
 - (iii) You must immediately cease Your use of the Services and uninstall the App from Your device.
5. Sections (E), (F), (G), (H), (J) and (K) shall survive any expiration or termination of this EULA.

(H) COMMUNICATION

If You wish to contact us in writing with questions or concerns regarding the Services, or if the EULA requires You to give us notice in writing, You can send this to us by e-mail to support.us@huma.com. Please note e-mail communications may not be secure so You should not include sensitive information in Your e-mail correspondence with us. If we have to contact You or give You notice in writing, we will do so using the contact details You provide to us in Your request for the Services. Please note that e-mail communications will not necessarily be secure; accordingly You should not include sensitive or credit card information in Your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

(I) FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks ("**Event Outside Our Control**"). If an Event Outside Our Control takes

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place that affects the performance of our obligations under this EULA we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed.

(J) APP STORE TERMS

Depending on which device You use for the Services, app store terms, rules and policies (including but not limited to the Apple® App Store or Google® Play) will apply in addition to these terms. In the event of any difference between such app store terms and this EULA, the app store terms, rules and policies will apply instead of this EULA. Such Apple® App Store terms are incorporated into this EULA, at the date of this EULA there are not equivalent EULA terms for Google® Play but such terms will apply if published by Google® Play:

<https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>

(K) FURTHER TERMS

1. This EULA constitutes the entire agreement between You and us and governs Your use of the Services (excluding any other agreement which You have agreed to with us) and replaces any prior or contemporaneous agreements, understandings and arrangements between You and us in relation to the Services.
2. This EULA does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and us.
3. We may transfer our rights and obligations under this EULA to another organisation, but this will not affect Your rights or our obligations under this EULA. You may only transfer Your rights or obligations under this EULA to another person if we agree in writing.
4. If we fail to insist that You perform any of Your obligations under this EULA, or if we do not enforce or delay in enforcing our rights against You, that will not mean that unless the limitation period for taking legal action under the applicable law expires:
 - (i) we have waived our rights against You; or
 - (ii) You do not have to comply with those obligations; or
 - (iii) we will automatically waive any later breach by You.
5. Each of the provisions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
6. This EULA is governed by and shall be construed in accordance with the laws of New York, without regard to its principles of conflicts of law, and regardless of Your location. We shall endeavor, in the first instance, to resolve any dispute amicably. In the event of failure to resolve any dispute amicably we both agree to submit to the exclusive jurisdiction of the state and/or federal courts located in New York County, New York State, and waive any jurisdictional, venue or inconvenient forum objections to such courts. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
7. Nothing in this EULA limits the right of the either party to take legal action or to benefit from the consumer protection laws in force in their country of residence.
8. Any words following the terms: "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
9. The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If You believe in good faith that materials available on the Services infringe Your copyright, You (or Your agent) may send us a written notice by mail or e-mail, requesting that we remove such material or block access to it. If You believe in good faith that someone has wrongly filed a notice of copyright infringement against You, the DMCA permits You to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Huma, Inc as follows: By mail to Huma, Inc, The Genome Centre, 101 6th Avenue, New York NY 10013, The United States; or by e-mail to legal@huma.com. We suggest that You consult Your legal advisor before filing a DMCA notice or counter-notice.

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