

IDEA PHARMA END USER LICENCE AGREEMENT

Last updated: February 2022

IDEAPharma Ltd is a company registered in England and Wales with company number 04121191 and registered office at 55 - 56 Russell Square, Holborn, London, England, WC1B 4HP ("**IDEA Pharma**").

This end user licence agreement ("**EULA**") relates to the use of IDEA Pharma's web application that helps IDEA Pharma's clients to discover a wide range of path-to-market opportunities for their asset or portfolios (the "**Web Application**"), and any other services or functionalities which relate to the Web Application (together the "**Services**").

This EULA applies to and governs all use of the Services by IDEA Pharma's clients, who have entered into an agreement (including the applicable terms and conditions and related statement(s) of work) for the provision of consultancy services by IDEA Pharma ("**IDEA Pharma Agreement**"), and the client's employees, contractors and other personnel ("**you**" or "**your**").

Please read the following carefully before using the Services. By doing any of the foregoing, you are agreeing to be bound by, and become a party to, this EULA, which can be found on the Web Application. If you do not agree with the terms of this EULA, you may not use the Services.

IDEA Pharma may update the terms of this EULA from time to time for any reason by posting the updated version to the Web Application, but changes to the EULA take effect only where they are permitted by law and made available to you for your agreement. Every time you use the Services, you are deemed to have accepted the latest version of this EULA in place at that time. Please check the Web Application for any updates to the EULA each time you use the Services. If you have any queries concerning this EULA, you may contact IDEA Pharma at info@ideapharma.com.

1. LIMITED USE LICENCE

- 1.1. IDEA Pharma hereby grants a limited, non-exclusive right and licence to you for you to use the Services, subject to the terms of this EULA, and any use, reproduction or redistribution of the Services not in accordance with the terms of this EULA is expressly prohibited.
- 1.2. This EULA and your use of the Services do not give you any rights of title or ownership in any property, whether tangible or intangible. The Services are licensed, not sold.
- 1.3. The Services comprise of copyright works of IDEA Pharma and/or its licensors.

2. REGISTRATION AND USER ACCOUNT MANAGEMENT

- 2.1. In order to register your account (the "**User Account**"), IDEA Pharma will send you a link by email. Once you have clicked on this link, you will be directed to the Web Application, where you will be invited to input certain details about yourself (including your name and a profile picture).
- 2.2. By registering your User Account, you agree:
 - 2.2.1. to provide accurate, current and complete information about you when prompted by IDEA Pharma, and keep this information (and any other information provided to IDEA Pharma) updated;
 - 2.2.2. to maintain the security of any information or details, sent by IDEA Pharma, which is used to access the Web Application (including the link sent by IDEA Pharma to generate a User Account);
 - 2.2.3. that you are solely responsible for all obligations and assuming compliance with this EULA, and entitled to all benefits accruing thereto;

- 2.2.4. that you may not allow any other person to access your User Account or the Services (including your colleagues);
- 2.2.5. that your User Account is not transferable to any other person; and
- 2.2.6. that you are responsible for all use of your User Account, for any actions that take place using your User Account and all activities undertaken using your User Account will be deemed to have been undertaken by you.

3. END USER OBLIGATIONS

- 3.1. You must not do any of the following with the Services (except to the extent expressly permitted by this EULA or the IDEA Pharma Agreement):
 - 3.1.1. use the Services if you are not fully able and legally competent to agree to this EULA;
 - 3.1.2. use the Services unless in compliance with applicable laws and this EULA;
 - 3.1.3. hack (or attempt to hack), modify, translate, adapt, disassemble, decompile, reverse engineer, or create any derivative works based on the Web Application (or any portion thereof), including any files, documentation, data or tables, or determine or attempt to determine any source code, methods, techniques or algorithms embodied in the Web Application or any derivative works thereof;
 - 3.1.4. modify, adapt, import, copy, make derivative works of, distribute, transmit, publicly display, sublicense, sell, assign, lease, lend, rent, offer for sale or otherwise commercially exploit the Web Application;
 - 3.1.5. remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Web Application;
 - 3.1.6. infringe IDEA Pharma's intellectual property rights or those of any third party in relation to your use of the Services or create software which mimics any data or functionality in the Web Application;
 - 3.1.7. make the Web Application or any part of it available to any third party (aside from fairly and honestly providing links to the Web Application, showing it to other people or where specifically permitted under the IDEA Pharma Agreement) or otherwise display, publish, copy, print, post or otherwise use the Web Application and the information contained therein for the benefit of any third party or website;
 - 3.1.8. in any way conduct yourself in a manner which is unlawful, gives rise to civil or criminal liability or might call IDEA Pharma or the Web Application into disrepute, or otherwise use the Web Application or any part of it unfairly or for any illegal or immoral purpose;
 - 3.1.9. market, lease or rent the Web Application (or any part thereof) for a fee or charge, or use the Web Application to advertise or perform any commercial solicitation;
 - 3.1.10. interfere with or attempt to interfere with the proper functioning of the Web Application (or any part thereof), disrupt any networks connected to the Web Application (or any part thereof), or bypass any measures IDEA Pharma uses or may use to prevent or restrict access to the Web Application (or any part thereof);
 - 3.1.11. use automated scripts to collect information from or interact with the Web Application (or any part thereof) in any way;
 - 3.1.12. impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from IDEA Pharma or the Web Application;
 - 3.1.13. use the Web Application (or any part thereof) and the Services in a manner that may create a conflict of interest or undermine the purposes of the Web Application and the Services;

- 3.1.14. collect or harvest any information or data from the Web Application or IDEA Pharma's systems or attempt to decipher any transmissions to or from the servers; or
- 3.1.15. use the Web Application (or any part thereof) to upload, transmit, distribute, store or otherwise make available in any way:
 - (a) files that contain viruses or other material that is malicious or harmful;
 - (b) defamatory, obscene, offensive, hateful or inflammatory material;
 - (c) any content that would constitute or encourage a criminal offence; or
 - (d) content that, in the sole judgment of IDEA Pharma, is objectionable or which restricts or inhibits any other person from using the Web Application, or which may expose IDEA Pharma or other users of the Web Application to any harm or liability of any type.
- 3.2. You will cooperate fully with IDEA Pharma to investigate any suspected illegal, fraudulent or improper activity, or any breach of this EULA.
- 3.3. You are responsible for ensuring that you have an internet connection, and that the device and equipment that you use have sufficient system capabilities and memory in order to use the Services. IDEA Pharma is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections, disconnections or any incorrect or inaccurate results.

4. OWNERSHIP

- 4.1. Subject to Clause 4.2, all right, title, interest and ownership rights and any and all copyrights, design rights, database rights, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications or extensions therefor and all other intellectual property rights of any similar or equivalent type in any territory of the world ("**Intellectual Property Rights**"), in or connected with the Services and each part thereof (including by way of example only any data, tables, graphics, videos, images, code, themes, objects, concepts, artworks, animations, audio-visual effects and methods of operation) and any copies, translations, modifications, adaptations and any other derivative based on the Services are owned by, belong to and vest in IDEA Pharma and its licensors.
- 4.2. All Intellectual Property Rights in or connected with any data, content, entries and outputs which you owned prior to your use of the Web Application, or which are derived from any such any data, content, entries and outputs, and which are uploaded to or otherwise used in relation to the Web Application, shall belong to and vest in you.
- 4.3. The Services may contain certain licensed materials licensed by third parties to IDEA Pharma. All trade marks and other rights are the property of their respective owners.

5. LIABILITY

- 5.1. IDEA Pharma warrants that it has used and will use reasonable efforts to ensure that:
 - 5.1.1. it is entitled to grant the rights and licences granted hereunder; and
 - 5.1.2. the Services will be of satisfactory quality.
- 5.2. Except as specifically provided in this EULA and to the maximum extent permitted by law:
 - 5.2.1. the Services are provided on an "as is" and "as available" basis without warranty or guarantee of any kind (express or implied) other than those set out in this EULA;
 - 5.2.2. IDEA Pharma only accepts liability for direct loss as a result of its breach of its warranties in Clause 5.1 unless otherwise set out in this EULA;
 - 5.2.3. subject to Clause 5.3, IDEA Pharma and its licensors' maximum liability will be limited in accordance with the IDEA Pharma Agreement and, in

the absence of any limitation of IDEA Pharma's liability under the IDEA Pharma Agreement, IDEA Pharma's liability shall be limited to £20.

- 5.2.4. IDEA Pharma and its licensors will not in any event be liable in any way for any consequential or indirect loss or damage (save to the extent that damage to your device or other digital content which you own is caused by the Services as a result of IDEA Pharma's failure to use reasonable care and skill, in which case you may be entitled to compensation or IDEA Pharma may be obliged to repair your device); and
- 5.2.5. IDEA Pharma does not guarantee that the operation of the Services will be uninterrupted or error free or that errors can or will be corrected, or that the Services are free of viruses or other harmful components.
- 5.3. This EULA shall not limit any rights you might have that may not be excluded or limited under applicable law, nor shall it exclude or limit any liability for fraud, fraudulent misrepresentation, or death or personal injury caused by IDEA Pharma's negligence.
- 5.4. You hereby indemnify (agree to compensate), defend and hold harmless IDEA Pharma and IDEA Pharma's affiliates, officers, directors, owners, licensors, service providers, partners, contractors, employees, agents and licensees (collectively, the "**Indemnified Parties**") from and against any and all any liabilities, claims, costs and expenses (including without limitation legal expenses and lawyers' fees) incurred by the Indemnified Parties arising out of any of:
 - 5.4.1. any breach by you of this EULA, claims arising directly or indirectly from your use or misuse of the Services and any use of the Services otherwise than in accordance with this EULA;
 - 5.4.2. any negligent or improper use of information or details, sent by IDEA Pharma, which is used to access the Web Application (including the link sent by IDEA Pharma to generate a User Account); and
 - 5.4.3. third party claims of intellectual property rights or privacy rights infringement.
- 5.5. You shall fully cooperate with IDEA Pharma in the defence of any such claim made pursuant to Clause 5.4, and IDEA Pharma reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.
- 5.6. You further agree that the subject matter of this EULA is of a unique character with special value, and that IDEA Pharma would be irreparably damaged if the terms of this EULA were not specifically enforced, and therefore you agree that IDEA Pharma shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies (including injunctive relief) with respect to breaches of this EULA, in addition to such other remedies as IDEA Pharma may otherwise have available to it under applicable laws.
- 5.7. IDEA Pharma's licensors shall be third-party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

6. DATA PROTECTION

Please be aware that any personal data you supply to IDEA Pharma when using the Services will be used by IDEA Pharma in accordance with IDEA Pharma's Privacy Policy <https://www.iubenda.com/privacy-policy/65764861/legal>. Please read IDEA Pharma's Privacy Policy carefully.

7. TERMINATION

- 7.1. This EULA and the licences granted by it are effective until terminated.
- 7.2. IDEA Pharma may temporarily discontinue the Services at any time for the purposes of upgrades, maintenance or other service administration reasons. IDEA Pharma will use its reasonable endeavours to limit the length of time this occurs for.
- 7.3. If you do not comply with the terms of this EULA or IDEA Pharma reasonably suspects that you have failed to do so, IDEA Pharma may take any action IDEA

Pharma deems reasonable in its sole discretion against you, including immediately suspending and/or closing your User Account. IDEA Pharma reserves the right to determine what conduct it considers to be in violation of, or otherwise outside the intent or spirit of, this EULA and/or the Services. However, if what you have done can be put right, IDEA Pharma will give you a reasonable opportunity to do so.

- 7.4. You may terminate this EULA at any time and for any reason by closing your User Account. You can do this by contacting IDEA Pharma at info@ideapharma.com.
- 7.5. Following termination of this EULA, you must:
 - 7.5.1. cease using use the Services;
 - 7.5.2. destroy any documents, data, information or other materials which you have downloaded from the Web Application, or which relate to the Services, and confirm in writing that you have done so; and
 - 7.5.3. contact IDEA Pharma at info@ideapharma.com in order to remove you from the relevant project on the Web Application.

8. GENERAL

- 8.1. This EULA constitutes the entire agreement between IDEA Pharma and you in respect of its subject matter.
- 8.2. Even if IDEA Pharma delays in enforcing this EULA and/or its rights, IDEA Pharma can still enforce this EULA and/or IDEA Pharma's rights later. If IDEA Pharma does not insist immediately that you do anything you are required to do under this EULA, or if IDEA Pharma delays in taking steps against you in respect of your breaking of any term of this EULA, that will not mean that you do not have to do those things and it will not prevent IDEA Pharma from taking steps against you at a later date.
- 8.3. IDEA Pharma may transfer its rights and obligations under this EULA to another organisation (such as, without limitation, in the event of a business restructure or acquisition). IDEA Pharma will let you know if that happens and IDEA Pharma will ensure that your rights under this EULA are unaffected. IDEA Pharma may not transfer your rights or obligations under this EULA unless it expressly agrees to the transfer in writing.
- 8.4. Except where expressly stated to the contrary in this EULA, this EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 8.5. In the event that any provision of this EULA (including, without limitation, any restriction) shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be interpreted in such a way as to ensure it is enforced to the maximum extent permissible in a manner reflecting the parties' intentions and the remaining portions of this EULA shall, in any event, remain in full force and effect.
- 8.6. This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim. In addition you may have the legal right to bring proceedings in your local jurisdiction and, if this is the case, then you may bring proceedings there.