

## MASTER USER LICENSE AGREEMENT

This Master User License Agreement (the “MULA”) is entered into between:

**Mapi Research Trust**, a not-for-profit organization subject to the terms of the French law of 1<sup>st</sup> July 1901, registered in Lyon under number 453 979 346, whose business address is 27 rue de la Villette, 69003 Lyon, France (hereafter referred to as “MRT”),

and

**Palacky University in Olomouc**, whose address is Křižkovského 511/8, 771 47 Olomoc, Czech Republic (hereinafter referred to as the “User”),

Each referred to singularly as a “Party” and/or collectively as the “Parties”.

**WHEREAS** MRT facilitates access to information on Clinical Outcome Assessment (COAs) and epidemiology and encourages exchanges between various users around the world by providing, in particular, the availability, translation(s) (where appropriate) and distribution of COAs.

**WHEREAS** the User wishes to be able to have access to one or several COAs and to use each such COA in accordance with the terms and conditions set forth in the MULA.

Now, therefore, MRT and the User agree to enter into this MULA subject to the following terms and conditions.

### Article 1. Definitions

For the purposes of this MULA, the Parties agree to the following definitions to the terms listed below, when capitalized:

Affiliate	Means, with respect to either Party, any company, corporation, firm, partnership, or other entity that controls, is controlled by, or is under common control with such Party, where control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity, whether by contract, through the by-laws of the aforementioned entities or otherwise.
Author	Means the person(s) or legal entity that developed the COA and the Documentation that may accompany it.
Beneficiaries	Means third-party individuals or legal entities, clinical research site/staff and vendors engaged by the User in connection with the conduct of the Stated Purpose who may administer the COA and use the Data as part of their activity.
COA	Means the licensed Clinical Outcome Assessment as identified in the relevant WO which is licensed by MRT for the countries and Licensed Languages listed in the relevant WO.
Collaboration Agreement	Refers to the separate agreement between the Author or the Copyright Holder and MRT by which the Author or the Copyright Holder grants the right to MRT to sublicense and reproduce the COA.
Confidential Information	Means all information disclosed to a Party (or its Affiliates) by the other Party or its Affiliates, agents or employees in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media) and all copies thereof, whether created by such Party, for the purpose of the MULA or any WO.

Copyright Holder	Means the person or legal entity who owns the copyright on the COA and/or on any Documentation.
Data	Means any data, result or report obtained or prepared from a lawful use and administration of the COA.
Distribution Fees	Means MRT's distribution fees to be paid by the User, if applicable and as specified in each WO.
Documentation	Means all documentation provided by MRT to the User, including, if available, scoring instructions or administration guidelines, manuals, translation certificates, or any other documents accompanying the COA or related to or referencing the COA.
Effective Date	Means the last date of signature of this MULA by the Parties.
e-Version of the COA or eCOA	Means the electronic version of the COA including – but not limited to – electronic versions for hand held devices, tablets, web-based and Interactive Voice Response (IVR) versions.
ICON LS	Refers to ICON Language Services, the linguistic validation business unit of ICON plc.
IT Company	Means the company that performs the electronic migration of the COA and delivers e-Version(s) of the COA to the Users.
License	Means the license granted by MRT to the User as defined in this MULA and in the relevant WO, as further described in Section 3.01.
Licensed Languages	Means the language versions of the COA licensed to the User in the relevant WO.
Licensing Fee	Means the fees paid by the User for the use of the COA and can include the Distribution Fees and Royalty Fees. The Licensing Fee is specified in each WO.
Mode	Means the format of the COA as approved by MRT and as described in the relevant WO. Modes include, but are not limited to, paper format and electronic format.
MULA	Means this Master User License Agreement, its Appendixes and Work Orders which binds the User to MRT.
Royalty Fees	Means the fees paid by the User, if applicable, to the Copyright Holder through MRT and as specified in the relevant WO.
Screenshot	Means the screen captures of the e-Version of the COA as implemented in the electronic mode by the IT Company.
Sponsor	Means the legal entity which engages the User to conduct the Stated Purpose.
Stated Purpose	Means the context of use of the COA by the User, as detailed in the relevant WO. It refers to all types of studies, clinical trials, research projects or any other project, as defined by the Parties within the WO, for which MRT grants the User the right to use the COA.
User	Means the user of the COA as defined herein.
Work Order or WO	Means each individual written agreement between MRT and the User, a sample of which is attached hereto as Appendix A, related to a specific licensed COA. Each Work Order will incorporate all of the terms and

conditions of this MULA, in addition to the specific details of the Stated Purpose and the conditions specific to the COA set forth in the WO.

## **Article 2. Author's and Copyright Holder's rights**

**2.1** Each COA is proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright. The User shall not use the COA except for the Stated Purpose as permitted pursuant to this MULA and the relevant WO.

**2.2** The Author and/or the Copyright Holder owns all of the economic rights in the COA and any derivative work from the COA including but not limited to existing and future translations, and in particular the rights to reproduce, perform, amend, adapt and translate the COA.

**2.3** The Author also owns all of the moral rights on the COA, and therefore has, in particular, the right to authorship of the COA, the right to preserve the integrity of the COA, to perform or prevent it from alteration, distortion or destruction and the right of withdrawal.

**2.4** Through the Collaboration Agreement, the Author and/or the Copyright Holder have granted MRT the right to sublicense, and have authorized MRT to grant, on a non-exclusive basis, a portion of these rights to the Users interested for specific purposes, and in particular to the User for the Stated Purpose.

## **Article 3. Grant of license**

**3.1** Subject to the terms and conditions of this MULA and payment of the Licensing Fee detailed in the relevant WO, MRT hereby grants to the User and the User accepts, the following non-exclusive, non-transferable, non-assignable, non-sublicensable worldwide license, during the WO term:

- (i) To use the COA for the Stated Purpose in the authorized Modes and Licensed Languages, including the right to communicate it to the Beneficiaries and/or the Sponsor only; and
- (ii) To reproduce the COA for the Stated Purpose in the Authorized Modes and Licensed Languages, including the right to physically establish the COA or to have it physically established, on any paper, electronic, analog or digital medium, and in particular documents, articles, studies, observations, publications, websites whether or not protected by restricted access, CD, DVD, CD-ROM, hard disk, USB flash drive, for the Beneficiaries and/or the Sponsor only; and
- (iii) To translate the COA or have it translated when the COA has not been translated into the Licensed Language(s),

hereafter, the "License".

## Article 4. Work Orders

**4.1** The Parties shall execute a separate WO in respect of each COA to be licensed pursuant to this MULA. A User Affiliate may execute a WO in its own name with MRT provided such Affiliate acknowledges and agrees to be bound by the terms of this MULA. In such event, for the purpose of the WO between the User's Affiliate and MRT, the term "User" as used in this MULA shall refer to the Affiliate identified in the applicable WO.

**4.2** Upon full execution of the relevant WO, and payment of the Licensing Fee if applicable, MRT will provide the COA and related Documentation as set forth in the relevant WO. Each WO will incorporate all of the terms and conditions of this MULA, in addition to the specific conditions of the COA set forth in the relevant WO. To the extent any terms and conditions of this MULA conflict with the terms and conditions of any WO, the terms and conditions of this MULA will control unless the WO expressly and specifically states an intent to supersede the MULA on a specific matter (but then only with respect to such particular WO and with respect only to such matter).

## Article 5. Obligations of the User

### 5.1 General obligations

For each COA licensed pursuant to this MULA, and unless otherwise stated in the relevant WO, the User shall:

- Insert the Copyright Holder's copyright notice on the COA (paper or e-Version);
- Not amend, modify, condense, adapt, reorganize the COA in any Mode whatsoever, even minor, without MRT's specific written consent;
- Refrain from using or reproducing the COA in any way and on any format whatsoever, with the exception of doing so for the purpose of fulfilling a requirement for the Stated Purpose;
- If the COA is to be used in a publication, website or context other than research or clinical study:
  - Cite the reference publications of the COA
  - Indicate the details of MRT for any information on the COA, as follows: "[NAME OF COA] contact information and permission to use: Mapi Research Trust, Lyon, France, <https://eprovide.mapi-trust.org>"
  - Not include any full copy of the COA, but a sample protected version with the indication "sample copy, do not use without permission"
  - Provide MRT, as soon as possible, with a copy of any publication regarding the COA, for information purposes.

### 5.2 Translation of the COA

The User undertakes not to translate the COA nor have it translated by any means whatsoever other than those means stipulated in the MULA or the relevant WO.

(a) For academic or non-commercial Stated Purposes

The WO shall describe the requirements for translation of the COA, unless otherwise stated.

(b) For commercial Stated Purposes

The translation shall be performed by a company specialized in translation/linguistic validation of COAs. There are two cases:

- (i) When the Copyright Holder has granted ICON LS exclusive rights to translate the COA, the User shall sign a linguistic validation agreement with ICON LS
- (ii) When the User is free to work with the translation company of its choice, the conditions of translation will be specified in the WO.

In addition, specific terms and conditions that apply to the translation of the COA are stipulated in the relevant WO.

### **5.3** Obligations for the use of an e-Version of the COA

#### (a) For academic or non-commercial Stated Purposes

In the case of use of an eCOA for academic or non-commercial Stated Purposes, the User undertakes to submit the Screenshots of all the electronic pages where the e-Version of the COA appears to MRT to ensure compliance with section 5.1. Electronic migration guidelines will be provided to the User and/or the IT Company.

When the migration of the COA in e-Version is performed by an IT Company, the User shall ensure that the IT Company has signed the necessary license agreement with MRT before developing the e-Version of the COA.

#### (b) For commercial Stated Purposes

For the use of an e-Version of the COA for commercial Stated Purposes, the User may:

- Develop its own e-Version without the involvement of a Third-Party, or
- Contract with an IT Company to develop such e-Version. In such case, the IT Company shall sign a specific license agreement ("License Agreement with IT Company") or a Master IT Company License Agreement ("MITLA") with MRT.

In each case, the User shall ensure that the User and/or IT Company complies with any electronic migration guidelines and specifications provided by MRT to the User and/or the IT Company.

## **Article 6. Ownership of Data**

**6.1** Except as otherwise specified in the WO, the Parties hereby agree that the Data will be the sole property of the User.

## **Article 7. Beneficiaries and Sponsor**

**7.1** The User shall authorize, under its sole responsibility, the Beneficiaries and/or the Sponsor to use the COA and the Data as necessary in strict adherence to their function in the context of performing the Stated Purpose. Such use gives no rights to the Beneficiaries to use the COA beyond the use contemplated by this MULA and the relevant WO(s).

**7.2** The User guarantees that the Beneficiaries and/or the Sponsor will comply with the terms and conditions of this MULA and in particular the undertakings regarding confidentiality, and accepts liability for any breach of this MULA by the Beneficiaries and/or the Sponsor.

## **Article 8. Price and Payment Terms**

### **8.1** Price

In consideration for the License granted under the relevant WO, the User agrees to pay the Licensing Fee, if applicable, specified in the relevant WO. The amount of the Licensing Fee will be determined based on the information given by the User in the relevant WO. In case of modifications of this information (i.e. additional administrations, additional Licensed Languages), the User shall inform MRT and a Change Order shall be executed.

### **8.2** Payment Terms

The User may pay the Licensing Fee by bank transfer, cheque or bank card. The User shall be responsible for all taxes applicable to the User and the User's place of residence relating to the Licensing Fee collected under the relevant WO. Licensing Fees listed in each WO are exclusive of any sales taxes; value added taxes, duties or other withholding.

The User undertakes to pay the amounts due within a period of thirty (30) days from the date indicated on the invoice. Upon delivery of the COA to the User, the Licensing Fee is non-refundable.

### **8.3** Delivery

The User understands and agrees that the COA and related Documentation will be delivered by MRT upon full payment of the Licensing Fee.

## **Article 9. Term and termination**

### **9.1** Term

This MULA shall be effective as of the Effective Date and shall continue for a period of ten (10) years (the "Initial Term") unless terminated earlier by the Parties as permitted in this Article 9.

At the end of the Initial Term, this MULA shall automatically renew for additional one (1) year periods (each, a "Renewal Period") unless written notice of non-renewal is provided to MRT by the User at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Period.

The User may submit WOs only during the Term. If the WO term extends beyond the termination or expiration date of this MULA, the applicable terms and conditions of this MULA will extend automatically to such WO until such WO's termination or expiration date. Each WO term shall be as set forth in the relevant WO after which such WO and the license granted thereunder in respect of such WO shall terminate.

The confidentiality and non-disclosure obligations stipulated in Article 11 of this MULA shall survive expiration or termination of this MULA.

### **9.2** Termination

#### **(a) Termination due to financial disruption of the Parties**

If for any reason whatsoever, one or both Parties ceases to conduct all business activities, the MULA shall terminate immediately and without either penalty or any compensation being owed by either of the two Parties to the other.

#### **(b) Termination for breach**

In the case of breach by a Party of one or more of its obligations pursuant to this MULA, the other Party may terminate this MULA with immediate effect if the breaching Party has not rectified the breach detailed in a registered letter with confirmation of receipt within a period of thirty (30) days from the date indicated on the registered letter.

#### **(c) Termination of the Collaboration Agreement**

In addition, in the event of termination of the Collaboration Agreement between the Copyright Holder of a COA and MRT, any WO related to such COA may consequently also be terminated immediately.

#### **(d) Consequences of the termination**

In the event of termination of the MULA for whatever grounds, the User shall remove, return or destroy, as instructed by MRT, all copies of the COA and Documentation and other materials, documents, data and information in its possession, whether held electronically or by other means, in relation to the MULA, within a period of thirty (30) days after such termination. However, the User may keep a single copy of such materials for the purposes of archiving information necessary for legal, tax or regulatory inspection and may use the Data as it deems fit, in accordance with the MULA and the relevant WO.

## **Article 10. Personal data**

The Parties shall comply with all relevant data protection obligations.

## **Article 11. Confidentiality**

### **11.1 Disclosure of Confidential Information**

In relation to this MULA or any WO, a Party or its Affiliates may disclose Confidential Information (as defined in the definition section) ("Discloser") to the other Party, its agents, officers and/or Affiliates ("Recipient"). All such Confidential Information shall remain the property of the Discloser disclosing it and nothing in this MULA shall be construed as granting to the Recipient any license and/or other rights with respect to the Confidential Information of the Discloser or any part thereof, except as provided for in this MULA. The Recipient agrees that any such Confidential Information disclosed to it will only be used in connection with the legitimate purposes of this MULA and/or WO. The Recipient shall be entitled to disclose Confidential Information only to those agents, officers, Affiliates, contractors and third parties (excluding any competitors of the Discloser) who have a need to know it and are obligated to keep same in confidence, and safeguard it with all reasonable care.

### **11.2 Non-Disclosure-Period**

In respect of Confidential Information disclosed in relation to this MULA or any WO, the obligations and rights of confidentiality as set out herein apply during the period of the applicable WO and for a period of five (5) years thereafter, in respect of Confidential Information otherwise disclosed under this MULA the obligations and rights of confidentiality as set out herein apply during the period of the MULA and for a period of five (5) years thereafter.

### **11.3 Binding Other Parties**

The Recipient is responsible for ensuring its servants or agents, or any other persons or parties who receive Confidential Information through it, are bound to terms substantially similar to those set out in this MULA.

### **11.4 Exclusions**

The confidentiality obligations of the Recipient in Sections 11.01 to 11.03 do not extend to Confidential Information or any other information which:

- is or becomes generally available to the public otherwise than by reason of a breach by the Recipient of Sections 11.1 to 11.3 above; or
- is known to the Recipient and is at its free disposal prior to its receipt from the Discloser as established by written evidence; or
- is subsequently disclosed to the Recipient by a third party who the Recipient had no reason to believe was under a duty of confidence to the Discloser.

### **11.5 Disclosure by Law**

Confidential Information may also be disclosed by the Recipient to the extent required by law (including statutory, regulatory, or similar legislative requirements), court orders and similar, provided that the Recipient making the disclosure of the Discloser's Confidential Information gives the maximum practical advance notice of same to the Discloser.

**11.6** The User understands that MRT is entitled to give a copy of the MULA and the WOs to the Author and/or to the Copyright Holder and/or to give access to the Author and/or the Copyright Holder to information related to User's requests, and may do so without infringing this confidentiality obligation.

## **Article 12. Intellectual property**

**12.1** The User shall not do or authorize any third party to do any act which would invalidate or be inconsistent with any intellectual property rights regarding the COA(s).

**12.2** The User shall promptly give notice in writing to MRT in the event that it becomes aware of any claim brought by a third party that the COA infringes the intellectual property rights of such third party.

**12.3** MRT acknowledges that, to the best of its knowledge, neither the COA nor the Documentation infringe any third party rights and that it has the rights required to enter into this MULA and any relevant WO.

**12.4** Except as to willful misconduct, negligence or breach of this MULA by the User, MRT undertakes in particular to indemnify the User, its officers, directors, employees and agents from any loss, damage, cost or expense, settlement, fines, disbursements (including reasonable legal fees) ("Loss") arising from any third party claim against the User for any damage caused by a breach or misappropriation by MRT of the copyright existing in the COA.

**12.5** The User shall indemnify MRT and its Affiliates and their officers, directors, employees and agents from any Loss arising from any third party claim relating to or which arises from: (i) the User's negligence or intentional misconduct; or (ii) the use / non-use or administration of the COA by or on behalf of the User, unless such Loss is caused by a breach or misappropriation by MRT of the copyright existing in the COA.

## **Article 13. Limitation of liability**

**13.1** The User understands and agrees that the COA is provided "as is" with, as the case may be, its instruction manual, and that MRT and the Author and/or Copyright Holder accept no responsibility for any expenses, losses or actions incurred or undertaken by the User as a result of its use of the COA for the Stated Purpose.

**13.2** MRT may not be held liable for the termination of a WO due to the termination of the Collaboration Agreement on the COA where MRT is not at fault for the termination of the Collaboration Agreement.

**13.3** Neither Party (including its affiliates) shall be liable to the other Party (including its Affiliates) for any indirect, consequential, special or incidental loss or damage or any loss of profits (whether direct or indirect), arising from or as a result of any claim or liability in contract, tort (including without limitation negligence and breach of statutory or other duty), for delay or failure to perform, or otherwise howsoever arising in relation or pursuant to this MULA or any WO. The foregoing limitation applies even if the loss, cost or damage was foreseeable or in the contemplation of either Party.



**13.4** Notwithstanding anything to the contrary suggested or contained in this MULA (but without prejudice to section 13.03) and to the fullest extent permissible under applicable law but in any case excluding personal injury claims; the maximum aggregate liability of MRT to the User (including its Affiliates) in contract, tort (including negligence, breach of statutory or other duty), misrepresentation, representation, restitution, delay, failure to perform, claims under the indemnification obligations in this MULA and/or the WO or otherwise howsoever arising in relation to this MULA and/or the WO shall not exceed the amount of the fees paid under the individual WO giving rise to any such liability.

#### **Article 14. Force Majeure event**

**14.1** If the performance of the MULA or any WO is stopped or delayed further to a force majeure event such as third party strikes, third party lockouts, third party labor troubles, restrictive regulatory authority actions, orders or decrees, riots, insurrection, war, acts of God, severe inclement weather or other similar reason or cause which is unforeseeable or beyond the reasonable control of such Party, the Party affected by the force majeure event must (i) inform the other Party of the same immediately and (ii) take all appropriate measures in order to reduce or remove the impact of the force majeure event, and endeavor to recover the performance of the obligations which have been deferred or prevented by such event.

**14.2** Neither Party will be held liable for the delays or hindrances in performing its obligations due to a force majeure event, when the delay or hindrance is the result of such force majeure event.

**14.3** If a force majeure event affects one of the Parties and continues for more than thirty (30) days, either Party may by notice in writing to the other Party terminate the MULA or the relevant WO.

#### **Article 15. Miscellaneous**

**15.1** If any provision of this MULA or any WO is held to be unenforceable and/or legally invalid, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby. The Parties shall replace such unenforceable and/or legally invalid provision by an enforceable and legally valid provision that comes closest to the original commercial intent of such unenforceable and/or legally invalid provision (or part thereof).

**15.2** No modification of this MULA shall be deemed effective unless in writing and signed by each of the Parties hereto and no waiver of any right or delay in enforcing such right set forth herein shall be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.

**15.3** The User may not transfer or assign the MULA, any WO and the resulting rights and obligations, outside of the context of the Stated Purpose without MRT's prior written consent.

**15.4** This MULA may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or by PDF will constitute an original signature for purposes of this MULA.

#### **Article 16. Jurisdiction and Applicable Law**

This MULA is subject to Swiss law. The Parties will endeavor to settle their differences on an out-of-court basis prior to referring their case to the courts. In the case of disputes regarding the validity, interpretation or performance of the MULA, exclusive jurisdiction is granted to the court with jurisdiction located in Basel, Switzerland, notwithstanding several defendants or the introduction of third parties, even for summary proceedings or proceedings on petition.

IN WITNESS WHEREOF, each of the parties has caused this MULA to be executed by its authorized representative in its name and on its behalf.

MAPI RESEARCH TRUST

[Redacted]  
[Redacted]  
18 Dec 2020 07:45:048+0000  
Title :  
REASON: I approve this document  
Date :  
[Redacted]

PALACKY UNIVERSITY IN OLOMOUC

Signature : [Redacted]  
Name : [Redacted]  
Title : Prof./MUDr. [Redacted] VECHAZKA, Ph.D.  
Date : - 3 2020  
[Redacted]