

**Non-Commercial Simcyp Software Licence Agreement**

No. 2024-P-00185

Thank you for your interest in, and for choosing, to licence Simcyp Software. The terms and conditions are set out in the following pages. This document constitutes your **Non-Commercial Simcyp Software Licence Agreement**.

So that you and your colleagues can take full advantage of Simcyp Software throughout your licence period, our science and technical teams are available to help with any issues or queries that may arise. Please contact our Non-Commercial Licence Co-ordinators (the "**Simcyp Support Team**") if you have any questions regarding the Software or its use.

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**This document has been locked apart from the necessary areas you need to complete.**

Notes to help you complete this Non-Commercial Simcyp Software Licence Agreement (the "**Agreement**"):

- Complete the User Registration Form with brief details of the research projects to be carried out and the requested information relating to those who will be accessing the Simcyp Software licence(s), making note of the conditions of clause 9.1.
- When ready for signature we will send the Agreement to you via DocuSign. Once the Agreement has been executed, we will send a PDF copy to you and advise you on how to download your licence(s).

**Data Protection Notice**

All personally identifiable data sent to Certara UK Limited are treated in line with our privacy statement. For information on how this data is used, please see our privacy statement, available on the Simcyp members' area: <https://members.certara.co.uk/Privacy>

Please let us know if you have any queries when completing this Agreement.

**The Simcyp Support Team**

[simcyp.support@certara.com](mailto:simcyp.support@certara.com)

Certara UK Limited

**CERTARA<sup>®</sup>**

Certara UK Limited, Simcyp Division, Level 3, Access 1, Capenhurst Way, Sheffield, S1 2P1, UK

## Non-Commercial Simcyp Software Licence Agreement

THE TERMS OF THIS LICENCE AGREEMENT (THE "**AGREEMENT**") ONLY PERMIT THE USE OF SIMCYP SOFTWARE (THE "**SOFTWARE**") FOR A PERIOD AS SPECIFIED IN CLAUSE 2. CERTARA UK LIMITED ("**CERTARA UK**"), A WHOLLY OWNED SUBSIDIARY OF CERTARA USA, INC., OWNS THE COPYRIGHT, TRADEMARK, TRADE NAMES, DATABASE, PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN OR USED IN CONNECTION WITH THE SOFTWARE INCLUDING ALL DOCUMENTATION AND MANUALS AND ALL OTHER COPIES WHICH YOU ARE AUTHORISED TO MAKE BY THIS AGREEMENT. IT IS UNLAWFUL TO LOAD SIMCYP SOFTWARE ONTO A COMPUTER WITHOUT OUR LICENCE. CERTARA UK IS WILLING TO LICENCE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS LICENCE AGREEMENT. PLEASE READ THIS LICENCE AGREEMENT CAREFULLY.

This Licence Agreement is made by and between [Lithuanian University of Health Sciences] ("**Institution**") with an address of [9 A. Mickevičiaus street, LT 44307 Kaunas] and Certara UK, [Address] ("**Certara UK**"). [Address] and Certara UK are hereinafter referred to individually as a "**Party**" and, collectively, as the "**Parties**".

### 1. Definitions

- 1.1 "**Academic Server**" means the licence server hosted by Certara UK which distributes licences to activate the Software on Licensee's device(s).
- 1.2 "**Annual Report**" means an outline of the use of the Software by the Licensee detailing the Results created and whether research using the Software has been published and whether the name of the Software has been cited or mentioned in published research. The "**Annual Report**" shall be received a minimum of one month before the expiry date.
- 1.3 "**Commercial Purposes**" means the use of the Software directly or indirectly for commercial activities and/or for commercial gain, such as the creation of Results for payment or for the purposes of creating competitor Software (whether or not for commercial gain).
- 1.4 "**Confidential Information**" means any and all proprietary information disclosed or made available by a Party hereto to the other Party in the course of performing hereunder, whether in written, oral, magnetic, photographic, optical or other form and whether now existing or hereafter created, including, without limitation, all trade secrets, know-how, information systems, technology, data, computer programs, processes, methods, operational procedures, plans, strategies or results, and other information of a similar nature that is not generally disclosed by such Party to the public. Confidential Information disclosed in tangible form shall be marked "**Confidential**", "**Proprietary**" or in some other manner to indicate its confidential nature. If disclosed orally, Confidential Information shall be designated as confidential at the time of disclosure.
- 1.5 "**Effective Date**" means the later of the dates accompanying the two (2) signatures within this Agreement.
- 1.6 "**Licence**" means a non-exclusive, non-transferable, royalty-free licence to use the Software in teaching only, research only or teaching and research at the Institution on the number of PCs and by designated users as specified in the User Registration Form in Schedule 2 for Non-Commercial Purposes only.
- 1.7 "**Licensee**", "**you**", "**your**" means the institution signing this Agreement.
- 1.8 "**Non-Commercial Purposes**" means any purpose other than Commercial Purposes and where the Results are not subject to any third party rights or encumbrances.
- 1.9 "**Results**" means all information, know-how, results, designs, inventions, and other matter capable of being the subject of intellectual property rights which is conceived, first reduced to practice or writing or developed in whole or in substantial part by you resulting from your use of the Software.
- 1.10 "**Service Pack**" means additions and/or corrections to the Software which may be issued by Certara UK from time to time.
- 1.11 "**Software**" means the current version of Simcyp Software which for the avoidance of doubt includes one or all of the following: the Simcyp Simulator, the Simcyp Paediatric Simulator (if provided) and any add-ons (if provided).
- 1.12 "**Workshop**" means a course run by Certara UK which covers the science behind and the utilisation of one or more specific elements of the Software.

### 2. Duration

- 2.1 This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, subject to prior termination as set out below and any continuing obligations following expiry or termination. Schedule 3 details the academic licence renewal guidelines. Any renewal of the Licence will be subject to a new Simcyp Software Licence Agreement.

### 3. Grant of Licence

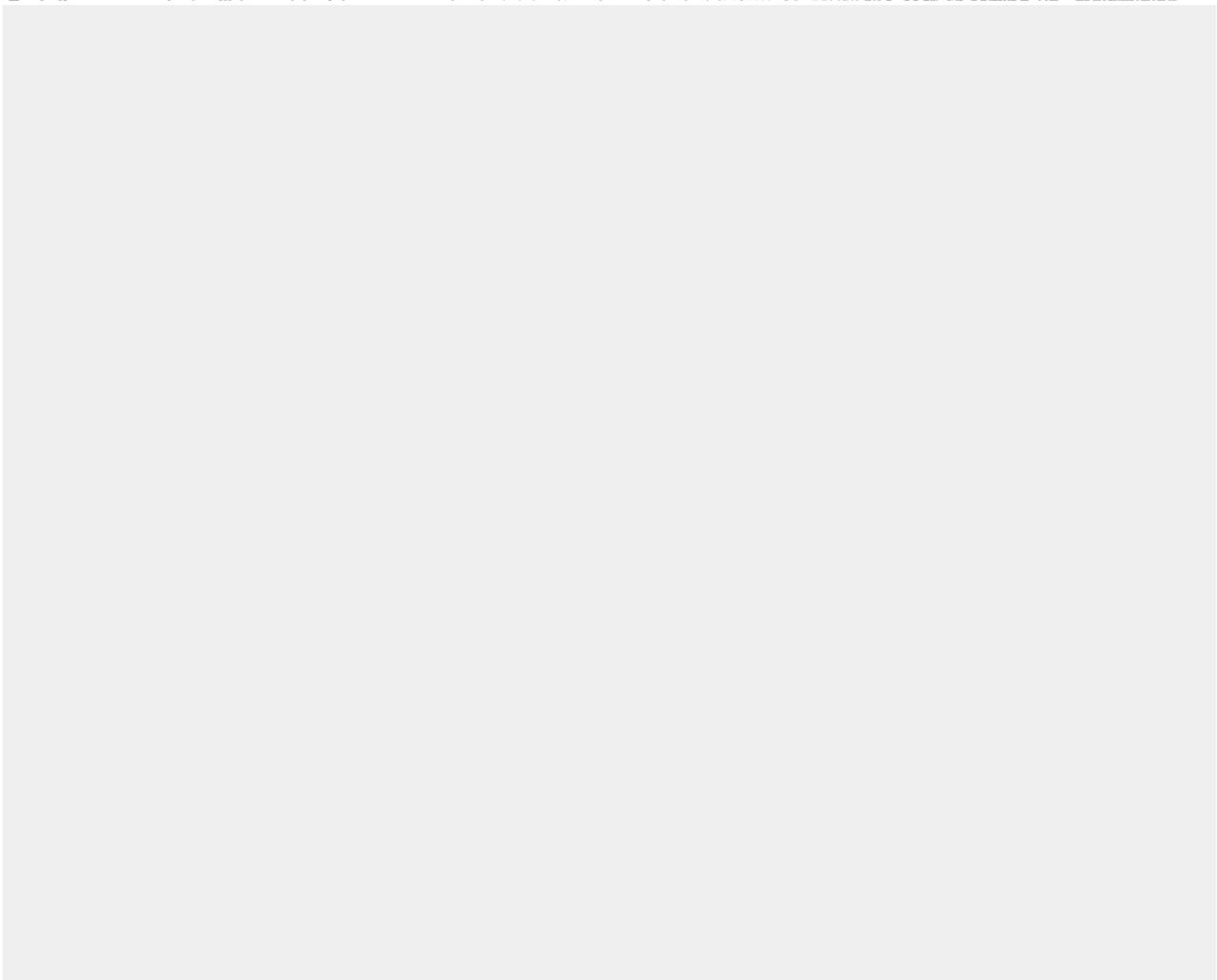
- 3.1 Certara UK hereby grants the Licensee a Licence to use the Software for Non-Commercial Purposes only. The Licensee will keep a full account of which PCs use the Software. The Licence allows the Licensee to install the Software on PCs. The Licensee will not provide any other third party access to the Software or use the Software for the creation of Results for payment or for any other commercial purposes. The Licensee shall at all times ensure the security of the Software, and Licensee shall provide Certara UK with full details of the key users as per the registration form in Schedule 2. If the identity of key users change, Licensee must update the registration form in Schedule 2 and promptly update Certara UK of same.

**Non-Commercial Simcyp Software Licence Agreement**

- 3.2 The Software may be used on the number of desktop and laptop computers as per the PC-based licences specified in clause 5, provided always that such use is continually monitored by the Licensee. The Software may not be at any time installed or run on a Virtual Machine without prior written consent of Certara UK. The Software must not at any time be used as an unauthorised networked application or copied onto further desktop and laptop computers, servers, memory sticks or other portable electronic devices. When installed on a PC, the Software must not at any time be run remotely from any other PC unless such a PC has access via a server and is duly authorised under this Agreement. Where Certara UK becomes aware of any such unauthorised copies or unauthorised remote access, Certara UK will provide to Licensee written notice of same and if such issue remains uncured for fourteen (14) days following notice thereabout then Certara UK may, at its sole discretion, either (i) ; or (ii) terminate this Agreement.
- 3.3 You may not allow any third party access to the Software. Where Certara UK becomes aware of unauthorised use, Certara UK shall give notice to Licensee to terminate the Licence within 14 days, unless terms for the third party's paid use can be agreed upon by the Parties hereto.
- 3.4 Licensee will keep accurate records of all activities utilising the Software and shall notify Certara UK with details of any Results generated as part of the Annual Report required under Clause 1 above.

**4. Administration Fees**

4.1



4.2

4.3

4.4

4.5

4.6

4.7

**5. Number of Licences**

5.1



## Non-Commercial Simcyp Software Licence Agreement

### 6. Continuous Education

- 6.1 Certara UK shall provide the Licensee with education at a relevant Workshop.
- 6.2 For information on Workshop attendance and the resulting eligibility for teaching and research licences, please see Schedule 3.
- 6.3 Registration for all attendees is charged at the advertised member's rate for the event of choice as advertised on the Certara website ([www.certara.com](http://www.certara.com)). The Licensee is responsible for paying for any associated travel, hotel, and subsistence.

### 7. Delivery

- 7.1 Certara UK shall make the Software available to Licensee to download from the Simcyp Members' Area at <https://members.simcyp.com>.
- 7.2 Licences will be provided via a connection to Certara UK's Academic Server. You will be required to enter an agreement identifier to activate the Software which is available by contacting [simcyp.support@certara.com](mailto:simcyp.support@certara.com), to verify your identification.
- 7.3 In order to gain access to the Academic Server, the Licensee will provide the following information: institution's IP addresses for the devices with Software installed. Both external (public) and internal (private) IP addresses are required. IP addresses can either be static addresses or IP address ranges. If Licensee accesses the institution's network via Virtual Private Network ("VPN"), IP addresses will be supplied for the VPN connection.
- 7.4 System requirements may vary. Please contact [simcyp.support@certara.com](mailto:simcyp.support@certara.com) for more information on the exact requirements needed.
- 7.5 Certara UK will provide reasonable IT support to ensure you can download, install, and configure the Software – including where your computer is subject to corporate network controls. It may be necessary for the Licensee to configure their firewall(s) to allow communication through to Certara UK's Academic Server.
- 7.6 Should you find that the Software does not run correctly, you must notify Certara UK as soon as is practicable and inform Certara UK of the problem. Certara UK will use its reasonable best efforts to investigate the problem and, at its discretion, may issue a Service Pack. However, Certara UK shall not be responsible for correcting problems that are due to modification of, or addition to the Software not performed by Certara UK or caused by incorrect use, abuse, or corruption of the Software.

### 8. Management Tool

- 8.1 Licensee acknowledges that the Software is a management tool to predict and simulate drug development scenarios. It does not give definite answers but reflects current accepted and applicable scientific "best practice". As such, the Software is open for debate and discussion and the accuracy of the Software is not guaranteed.

### 9. Conditions of issue

- 9.1 [REDACTED]
- 9.2 Should you wish to attend a Workshop, please contact [simcyp.events@certara.com](mailto:simcyp.events@certara.com).

### 10. Support Services

- 10.1 Certara UK shall provide support services for the duration of the Licence.
- 10.2 Support services will consist of an e-mail helpline ([simcyp.support@certara.com](mailto:simcyp.support@certara.com)) to answer reasonable queries relating to the Software during normal working hours in the UK.
- 10.3 Certara UK shall not be responsible for answering queries relating to failures in hardware, operating platform or other network associated problems.

### 11. Copyright and Intellectual Property

- 11.1 [REDACTED]
- 11.2 [REDACTED]
- 11.3 [REDACTED]
- 11.4 [REDACTED]
- 11.5 [REDACTED]

## Non-Commercial Simcyp Software Licence Agreement

### 12. Protection of Simcyp Software

- 12.1 You are prohibited from reverse engineering, decompiling or disassembling the Software or from creating competitor Software in the same or in another programming language.
- 12.2 Licensee may not make any copies of the Software for any reason.
- 12.3 [REDACTED]

### 13. Confidential Information

- 13.1 For the duration of this Agreement and for a period of seven (7) years thereafter or longer if required by applicable law, each Party will maintain all Confidential Information of the other Party as confidential and will not disclose any Confidential Information to any third party or use any Confidential Information for any purpose except (a) as expressly authorised by this Agreement; or (b) to its employees, agents, consultants and other representatives, who have a need to know such Confidential Information and who are bound by obligations of confidentiality at least as restrictive as set forth herein, in a manner consistent with treatment of the Party's own similar confidential information, but in no event with less than reasonable care and diligence and not to disclose to any third party. Each Party may use such Confidential Information only to the extent required to accomplish the purposes of this Agreement. Each Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own to ensure that its employees, agents, consultants, and other representatives do not disclose or make any unauthorised use of the Confidential Information.
- 13.2 Confidential Information shall not include any information that the non-owning Party can prove by competent evidence is:
- 13.2.1 now, or hereafter becomes, through no act or failure to act on the part of the non-owning Party, generally known or available;
- 13.2.2 known by the non-owning Party at the time of receiving such information, as evidenced by its records;
- 13.2.3 hereafter furnished to the non-owning Party by a third Party, as a matter of right and without restriction on disclosure;
- 13.2.4 independently developed by the non-owning Party without the aid, application or use of Confidential Information; or
- 13.2.5 the subject of a written permission to disclose provided by the owning Party.
- 13.3 You shall not yourself or through any subsidiary, agent or third party modify, vary, enhance, copy, sell, lease, licence, sublicense or otherwise deal with the Software or any part or parts of the Software, Service Packs, variations, modifications, copies, releases, versions or enhancements thereof, or have any Software or other program written or developed for yourself based on any Confidential Information supplied to you by Certara UK.

### 14. Warranties

- 14.1 Certara UK warrants that it is the owner of the Software and has the right to enter into this Agreement. To the best of its knowledge the Software does not infringe any third parties' intellectual property rights.
- 14.2 Except as provided in this Agreement Certara UK does not provide any further warranties express or implied and does not warrant merchantability or fitness for purpose or non-infringement of third party intellectual property rights.

### 15. Liability

- 15.1 IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OPPORTUNITIES INCURRED BY THE OTHER PARTY.
- 15.2 LICENSEE AGREES THAT, CERTARA UK'S TOTAL AGGREGATE MONETARY LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID UNDER THE SOFTWARE LICENCE AT ISSUE IN THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM WHICH SHALL NOT EXCEED [REDACTED]
- 15.3 NEITHER PARTY EXCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY WHERE THE SAME ARISES AS A RESULT OF THE GROSS NEGLIGENCE OF THAT PARTY, ITS EMPLOYEES, AGENTS, OR AUTHORISED REPRESENTATIVES. "**GROSS NEGLIGENCE**" REQUIRES AN INTENTIONAL ACT THAT RESULTS IN AN EXTREME DEPARTURE FROM THE ORDINARY STANDARD OF CONDUCT.

### 16. Termination

- 16.1 Certara UK is entitled to terminate the Agreement and the Licence granted to use the Software if Licensee:
- 16.1.1 fails to comply with any provisions of this Agreement; or
- 16.1.2 destroys the copies of the Software in your possession; or
- 16.1.3 uses the Software for Commercial Purposes.

## Non-Commercial Simcyp Software Licence Agreement

- 16.2 Certara UK shall have the right to terminate this Agreement for any reason, with or without cause, by providing Licensee with thirty (30) days' written notice.
- 16.3 In the event of termination in accordance with this clause and expiry of the Licence you must delete all copies of the Software from all storage media in your control.
- 17. Law**
- 17.1 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.
- 18. Entire Agreement**
- 18.1 This Agreement shall constitute the entire agreement between you and Certara UK and supersedes all prior agreements, representations, proposals, discussions, communications and terms and conditions between the Parties, whether oral or in writing, including but not limited to any and all terms contained within confidentiality and nondisclosure agreements, purchase orders, and other contracts including, but not limited to, any separate confidentiality, security or privacy requirements agreed to by the Parties unless explicitly referenced and agreed to by the Parties hereto. These terms shall operate to the exclusion of any other terms and conditions that purport to be incorporated into any agreement between the Parties.
- 18.2 No variation to these terms shall be valid unless agreed in writing by Certara UK and you.
- 19. Communications**
- 19.1 All communications to Certara UK shall be addressed to Certara UK Limited, or [simcyp.support@certara.com](mailto:simcyp.support@certara.com).
- 20. User Registration Form**
- 20.1 You agree that you have read and fully understood this Agreement and agree to be bound by and comply with the Agreement and have completed a copy of the User Registration Form in Schedule 2.
- 21. Association with Certara UK**
- 21.1 Certara UK may publicly include the name of Licensee's Institution alongside Certara UK's pharmaceutical clients and other associated regulatory authorities.

*[Signature page follows]*

## Non-Commercial Simcyp Software Licence Agreement

**AGREED** by the Parties through their authorised signatories that the terms and conditions of this Software Licence are effective as of the last date of signature below.

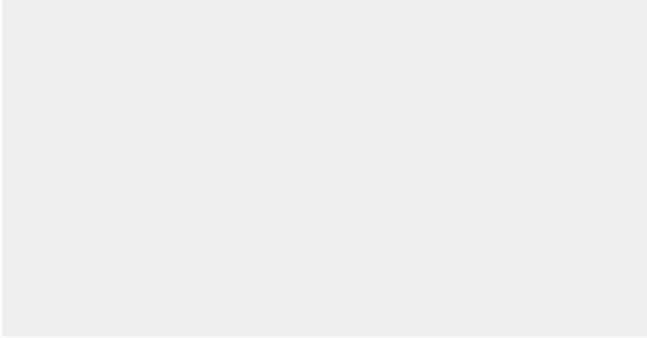
SIGNATURE

NAME

POSITION

COMPANY

DATE



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Prof. Rimantas Benetis

Rector

Lithuanian University of Health Sciences

A. Mickevičiaus g. 9, LT 44307 Kaunas



2024 -07- 30

DATE



**Non-Commercial Simcyp Software Licence Agreement**

**SCHEDULE 1 – DETAILS FOR INVOICING**

As stated in Clause 4, payment terms are forty five (45) days of receipt of invoice. If a P.O. is required, it is the responsibility of the Licensee to ensure that the P.O. is issued to Certara UK within ten (10) business days of Effective Date.

|                              |   |
|------------------------------|---|
| Invoice Address              | 9 A. Mickevičiaus street, LT 44307 Kaunas |
| Name of invoice contact      | Rosita Šarapova                           |
| Email address of contact     | rosita.sarapova@ismu.lt                   |
| Method of invoice submission | rosita.sarapova@ismu.lt                   |
| Purchase Order Required?     | No  |
| Total Fee Payable            | \$525                                     |

## Non-Commercial Simcyp Software Licence Agreement

### SCHEDULE 2 – USER REGISTRATION FORM

|  |  |                 |
|--|--|-----------------|
| Full Name of institution                   | Lithuanian University of Health Sciences |                 |
| External (public) IP addresses/<br>ranges  | 82.135.137.92                            | 82.135.137.92   |
|  | 193.219.163.0                            | 193.219.163.255 |
| Internal (private) IP addresses/<br>ranges | 192.168.8.0                              | 192.168.11.255  |
|  | 192.168.88.0                             | 192.168.91.255  |
|  | 192.168.92.0                             | 192.168.95.255  |
|  | 10.99.96.0                               | 10.99.111.255   |
|  | 192.168.1.0                              | 192.168.1.255   |
|  | 10.13.12.0                               | 10.13.12.255    |
|  | 10.13.15.0                               | 10.13.15.255    |

**Research** - Please double-click on the table below and confirm the total number of research licences you will require for the Simcyp Simulator and how many licences you require for add-ons.

|                                    |   |                    |
|------------------------------------|---|--------------------|
|                                    |   | Administration Fee |
| Simcyp Simulator Research Licences | 1 | \$525.00           |
| Add-ons                            |   |                    |

#### RESEARCH use of the Software

|   |   |
|---|---|
| <p>Research Project(s) and intended use of the Software</p> | <p>Project: Physiological based pharmacokinetic modeling and simulation of immunosuppressive drugs in renal recipients.<br/>Intended use. The aim of this study will be by using the Simcyp digital simulator to create the physiology based pharmacokinetic model of immunosuppressive drugs in a virtual population and apply it to a real population, kidney recipients. The goal of developing this model is more accurate drug dosing for kidney transplant patients, fewer drug-induced adverse effects, and low graft rejection risk.</p> <p>Project: Pharmacokinetic modeling of mitochondria-targeted drugs.<br/>Intended use. To analyse the compounds with mitochondrial restoring properties availability for human use and define their toxicity. We hypothesize that PKPB modelling enables to transfer and analyse in vitro research data to possible clinical data.</p> |
|---|---|



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|                |                |                            |  |                    |
|----------------|----------------|----------------------------|--|--------------------|
| For Teacher(s) | For Student(s) | Number of Teaching Periods | If Only 1 Teaching Period will this be for 4 or more Consecutive Months? | Administration Fee |
|----------------|----------------|----------------------------|--|--------------------|

### TEACHING use of the Software

|                    |  |
|--------------------|--|
| Title of course(s) |  |
|--------------------|--|

| Names of Tutors | Job title | Department | Postal address, Email address + Telephone Number | Attended a Simcyp Workshop? (List location, date and indicate if it was a Full week workshop or a Focused workshop. If a focused workshop, please list the name) |
|-----------------|-----------|------------|--|--|
|                 |           |            |  |  |
|                 |           |            |  |  |
|                 |           |            |  |  |
|                 |           |            |  |  |

### SCHEDULE 3 – SIMCYP ACADEMIC LICENCE RENEWALS GUIDELINES

**Non-Commercial Simcyp Software Licence Agreement**

[Redacted content]

**Acknowledgement**

[Redacted content]

**Teaching Licences**

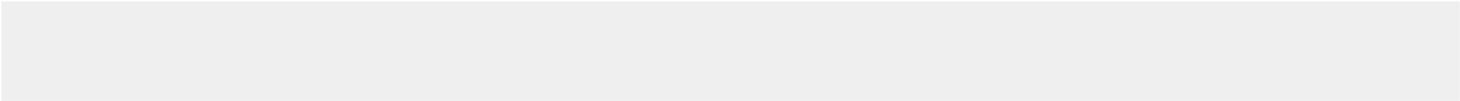
[Redacted content]

**Workshop Attendance Requirements**

**Research Licences**

[Redacted content]

**Non-Commercial Simcyp Software Licence Agreement**



**Teaching Licences**

