

**MASTER CLINICAL TRIAL AGREEMENT AMENDMENT 2  
FOR RENEWAL**

This Master Clinical Trial Agreement Amendment No. 2 (hereinafter the "**AMENDMENT No. 2**") effective as of 13 August 2020, hereinafter the "**Amendment Effective Date**", and is by and between **UCB BIOSCIENCES, INC.** with an address at 8010 Arco Corporate Drive, Raleigh, NC 27617 ("**SPONSOR**") and the following member institutions of **The University of Texas System**, ("**SYSTEM**"), having a place of business at 210 West 7th Street, Austin, TX 78701, as governed by its Board of Regents ("**Board**"): **THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON, THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON, THE UNIVERSITY OF TEXAS AT AUSTIN, THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, and THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY** (hereinafter collectively or individually referred to as "**INSTITUTION**"), hereinafter individually referred to as a "**PARTY**" and together the "**PARTIES**".

**WHEREAS**, the **PARTIES** have entered into a Master Clinical Trial Agreement, effective 13<sup>th</sup> day of August 2013, and its Amendment No. 1 dated 14 April 2017 (hereinafter the "**AGREEMENT**");

**WHEREAS**, the **PARTIES** desire to extend the term of the Agreement for another seven (7) years beginning with the Amendment Effective Date and wish to amend certain terms of the Agreement and make therefore this Amendment No. 2.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants herein, the **PARTIES** agree that:

1. In modification of the Term and Termination Article in the Agreement, the **PARTIES** mutually agree to extend the term of the Agreement for another seven (7) years beginning with the Amendment Effective Date and this Agreement shall continue for such seven (7) year term, unless earlier terminated in accordance with this Agreement.
2. The definition of **ENROLLED SUBJECT** shall be deleted in its entirety and replaced with the following: "**STUDY PARTICIPANT** shall mean an individual who: (i) meets the criteria for participation and continuing participation in the **STUDY**, as defined in the **PROTOCOL**, (ii) excludes a screen failure, and (iii) signs an informed consent form ("**ICF**") approved by **SPONSOR** in accordance with this **AGREEMENT** after being duly informed of the nature, significance, implications, and risks of the **STUDY PRODUCT** and the nature of the **STUDY**." In this regard, any references to "**ENROLLED SUBJECT**" in the **AGREEMENT** or any **WORK ORDER** shall be read as references to the "**STUDY PARTICIPANT**".

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3. Subsection 2.3 (f) of the AGREEMENT shall be deleted in its entirety.
4. New Section 9.5 is added and states:  
  
Notwithstanding the foregoing, INSTITUTION's compliance with Article 9 shall not impede or delay INSTITUTION's compliance with any REGULATORY AUTHORITY inquiry.
5. The last sentence of Section 11.2 is amended as follows:  
  
INSTITUTION agrees that it will not use any contractors or subcontractors in the conduct of any STUDY hereunder unless it obtains UCB's prior written consent.
6. The last sentence of Section 11.4 is amended as follows:  
  
INSTITUTION agrees that it will not use any contractors or subcontractors in the conduct of any STUDY hereunder unless it obtains UCB's prior written consent.
7. Section 11.5 has been deleted in its entirety and replacement with the following:  
  
"For the avoidance of doubt, the PATIENT MEDICAL RECORDS shall remain the property of the INSTITUTION. Other than a grant of a limited license to the INSTITUTION and INVESTIGATOR solely to permit them to carry out the STUDY hereunder, and a non-exclusive right to the INSTITUTION to use the STUDY RESULTS and STUDY IP generated by INSTITUTION for its own internal non-commercial educational and research purposes, and to treat patients consistent with applicable standards of medical care, subject to the obligation of Article 7 (Confidentiality and Non-Disclosure), this AGREEMENT does not constitute any grant, option or license under any INTELLECTUAL PROPERTY rights of the SPONSOR.
8. Section 13.2 (a) shall be deleted in its entirety and replaced with the following:  
  
"The terms of the Protocol or any written instruction relative to the administration of the STUDY PRODUCT or DEVICE are not strictly adhered to; notwithstanding the foregoing, deviations from the terms of the Protocol that may arise out of medical necessity to an STUDY PARTICIPANT shall not be deemed to be failure to adhere to the terms of the Protocol, do not constitute negligence, willful misconduct, or grounds for termination of this AGREEMENT or the applicable WORK ORDER, and do not limit or negate the SPONSOR's obligations to indemnify INSTITUTION pursuant to Article 13.1 of this AGREEMENT, provided that (i) the need for such deviation was not caused by INSTITUTION'S and/or INVESTIGATOR'S failure to comply with the Protocol, (ii) such deviation is consistent with prevailing standards of medical care; and (iii) INSTITUTION and/or INVESTIGATOR provided prompt written notice to SPONSOR detailing the deviation."
9. Attachment 1 has been deleted in its entirety and replaced with the attachment hereto.
10. All other terms of the Agreement remain in full force and effect.
11. This AMENDMENT No. 2 shall not be considered accepted, approved, or otherwise effective until UCB MCTA Amendment 2 Renewal The University of Texas System

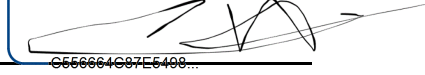
signed below by the appropriate PARTIES. Each of the PARTIES hereto represents and warrants that the person signing below on such PARTY'S behalf has the authority to enter into this AMENDMENT No. 2, and that this AMENDMENT No. 2 does not conflict with any existing agreement or obligation of such PARTY.

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A handwritten signature in black ink, appearing to be the initials "SKW", is located in the bottom right corner of the page.

**IN WITNESS WHEREOF, this Amendment No. 2 has been executed by the PARTIES hereto through their duly authorized officers on the date(s) set forth below. Each PARTY will have received its copy.**

**UCB BIOSCIENCES, INC.** DocuSigned by:

By:   
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Name: Constance Hopkins  
Title: Head of Site Contract Management  
Date: 25-Aug-2020

**The University of Texas Rio Grande Valley:** DocuSigned by:

By:   
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Name: Dr. Karen Martirosyan  
Title: AVP Research Enhancement  
Date: 26-Aug-2020

**The University of Texas Health Science Center at Houston:** DocuSigned by:

By:   
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Name: Kristin Parks  
Title: Director, Clinical Research Financial  
Date: 10-Sep-2020

**The University of Texas Southwestern Medical Center:** DocuSigned by:

By:   
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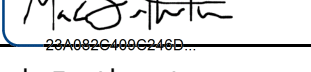
Name: Megan G. Marks  
Title: AVP, Sponsored Programs Admin  
Date: 27-Aug-2020

**The University of Texas Health Science Center at San Antonio:** DocuSigned by:

By:   
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Name: Chris G. Green, CPA  
Title: Sr. Director, Sponsored Programs  
Date: 27-Aug-2020

**The University of Texas At Austin:** DocuSigned by:

By:   
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Name: Mark Featherston  
Title: Assistant Director, OSP  
Date: 14-Sep-2020

**The University of Texas Medical Branch at Galveston:** DocuSigned by:

By:   
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Name: Lori Simon  
Title: Director, Office of Clinical Research  
Date: 27-Aug-2020

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**ATTACHMENT 1**  
**ADMINISTRATIVE CONTACT PERSON AND ADDRESS FOR EACH INSTITUTION**

<p><b>The University of Texas at Austin</b></p> <p>Mark Featherston  Assistant Director  Office of Sponsored Projects  3925 W. Braker Lane  WPRC, Suite 3.340  Austin, Texas 78759  Phone: 512-471-6424  Fax: 512-471-6564  Tax ID: 74-600023  Email: <a href="mailto:mark.featherston@austin.utexas.edu">mark.featherston@austin.utexas.edu</a></p>	<p><b>The University of Texas Southwestern Medical Center</b></p> <p>Julia Spesivtseva  Director, Clinical Research Services  Sponsored Programs Administration  5323 Harry Hines Blvd.  Dallas, TX 75390-9020  Phone: 214-648-9877  Fax: 214-648-4671  Email: <a href="mailto:Julia.spesivtseva@utsouthwestern.edu">Julia.spesivtseva@utsouthwestern.edu</a>  Tax ID: 75-6002868</p>
<p><b>The University of Texas Health Science Center at San Antonio</b></p> <p>Chris G. Green  Director, Office of Sponsored Programs  7703 Floyd Curl Dr, Mail Code 7828  San Antonio, TX 78229-3900  Phone: 210-567-2340  Fax: 210-567-8107  Email: <a href="mailto:contracts@uthscsa.edu">contracts@uthscsa.edu</a></p>	<p><b>The University of Texas Health Science Center at Houston</b></p> <p>Kristin L. Parks  Director, Clinical Research Finance and Administration  Office of Sponsored Projects Administration  Fannin Street, UCT1002  Houston, TX 77030  Phone: 713-500-3063  Fax: 713-383-3746  Email: <a href="mailto:Kristin.Parks@uth.tmc.edu">Kristin.Parks@uth.tmc.edu</a>  Tax ID: 74-1761309</p> <p><b>Overnight address is:</b>  7000 Fannin Street, Suite UCT 1007-2  Houston, TX 77030</p>
<p><b>The University of Texas Rio Grande Valley</b></p> <p>Glorimar Colón  Executive Director for Research Compliance and Export Controls  1201 West University Drive  Edinburg, TX 78539  Phone: 956-665-3008  Fax: 956-665-2940  Email: <a href="mailto:glorimar.colon@utrgv.edu">glorimar.colon@utrgv.edu</a>  Dept: sponpro@utrgv.edu</p>	<p><b>The University of Texas Medical Branch at Galveston</b></p> <p>Lori Simon  Director, Office of Clinical Research  301 University Boulevard  Research Bldg. #6, 6.170  Galveston, TX 77555-0342  Phone: 409-772-1978  Fax: 409-772-1968  Email: <a href="mailto:lasimon@utmb.edu">lasimon@utmb.edu</a>  Email: <a href="mailto:clinical.research@utmb.edu">clinical.research@utmb.edu</a></p>

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