Healthcare Digital Twin Limited – Terms and Conditions

1) **Definitions and Interpretations**
   a) The definitions and interpretation in Schedule 1 (*Definitions and Interpretation*) shall apply.

2) **Structure of Agreement**
   a) This agreement comprises (i) these Terms and Conditions; and (ii) the SOWs (**Agreement**). This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter. No terms or conditions contained or referred to in the Client's confirmation of order, or specification, or other document supplied by the Client, or implied by law, trade custom, practice or course of dealing shall have any effect unless specifically set out in this Agreement.
   b) The parties may from time to time during the Term enter into Statements of Work (SOWs) pursuant to these Terms and Conditions in the form set out in the template SOW at Schedule 3. A SOW shall have effect when signed on behalf of both parties. Each SOW shall be deemed to have incorporated the terms and conditions of these Terms and Conditions.
   c) The Client may from time to time order Products or Services from the Vendor pursuant to these Terms and Conditions and a SOW by submitting a proposed Purchase Order. The Vendor may accept a Purchase Order by signing it or so notifying the Client in writing. No proposed Purchase Order is binding on the Vendor until and unless so accepted. A proposed Purchase Order from the Client constitutes an irrevocable offer from the Client to buy the Products and Services set out in the Purchase Order. Each Purchase Order shall be deemed to have incorporated the terms and conditions of these Terms and Conditions and the applicable SOW. Services or Products ordered under a Purchase Order shall be invoiced and charged for as provided in the SOW.
   d) Unless the parties expressly amend the terms of these Terms and Conditions in a SOW, to the extent of any conflict or inconsistency between the documents making up this Agreement, the terms of the SOW shall take precedence

3) **Term**
   a) This Agreement shall commence on the date of signature of the first SOW entered into by the parties under these Terms and Conditions and shall continue in force indefinitely unless and until terminated early in accordance with Clause 22 or otherwise by the terms of this Agreement (the **Term**).
   b) Each SOW shall commence on the applicable Commencement Date set out in the SOW and shall continue in force for the Initial SOW Period and then be extended automatically for additional Renewal SOW Periods unless and until terminated early in accordance with Clause 22 or otherwise in accordance with the terms of this Agreement.
   c) Each party may after the completion of all SOWs, terminate this Agreement for any reason by providing thirty (30) days' prior written notice to the other party.
   d) The termination of one or more SOWs shall not affect the validity of any other SOW under this Agreement, each of which shall remain in force. The termination of this Agreement in whole shall terminate all SOWs.

4) **Provision and use of the Supplies**
   a) The Vendor agrees to provide the Client with the Supplies described in the applicable Purchase Order or SOW as appropriate from the Operational Service Date or such other date specified in any SOW.
   b) The Client will comply with the Vendor's reasonable requests which are necessary for reasons of health, security, safety or the quality and/or the integrity of the System or the performance of any Supplies provided to the Client.
   c) The Client will provide the Vendor with such information, access to its staff, facilities and the Client Premises and/or make sure that third parties provide the same, as reasonably required by the Vendor to provide the Supplies or to audit their use and shall also perform such obligations as may be allocated to it under the applicable SOW.
   d) The Client will not exceed any user number, location or other restriction on access to the Supplies or software supplied under them as set out in the SOW.
   e) The Client shall not:
      i) store, distribute or transmit any virus, malware, or intentionally harmful code or any material or data through the Supplies that is unlawful, harmful, threatening, defamatory, obscene,

infringing, harassing, offensive, facilitates illegal activity, depicts sexually explicit images, or promotes unlawful violence, discrimination, or any other illegal activities;

ii) distribute any bulk unsolicited emails or otherwise cause an excessive or disproportionate load on the Supplies or the Vendor's infrastructure used to provide them.

f) The Client shall not use the service for any fraudulent or unlawful purposes, nor allow others to do so whether arising in connection with the Client's equipment or otherwise. The Client is solely responsible for any fraud that occurs and any charges arising as a result. The Vendor has no responsibility or liability over the configuration, use or operation of the Client's equipment unless the Vendor has expressly agreed otherwise in writing.

g) The Client shall defend, indemnify and hold harmless the Vendor and its Affiliates in full for any loss(es) or costs which the Vendor and its Affiliates may suffer or sustain due to the Client's failure to comply with the provisions of (i) Clause 4e) and (ii) Clause 4f).

h) The Client shall use the Supplies for its own business and not to provide equivalent services to third parties.

i) If Vendor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its contractors or suppliers, the Client shall pay the Vendor's reasonable costs and losses sustained or incurred by it caused by such act or omission, and the Vendor shall be entitled to a reasonable extension of time to perform the Supplies.

5) **Acceptance**

a) Where so agreed between the parties and only in such case, the Supplies shall be the subject of Acceptance Tests, under this Clause 5.

b) The Vendor shall give the Client at least five (5) Working Days' notice of when the applicable Supplies shall be ready for the Acceptance Tests. Within five (5) Working Days of the date when the Supplies are so ready, the Client shall conduct the Acceptance Tests. If the Supplies fail in any material respect to conform with the Specification, the Client shall, within a further five (5) Working Days, give the Vendor a detailed written description of any such non-conformance (**Error**) in writing.

c) The Vendor shall use reasonable endeavours to correct any Error within a reasonable time and, on completion of the correction, re-submit the Supplies to the Client. The provisions of Clause 2 and this Clause 5.3 shall then apply again, up to three (3) additional times. If the Vendor is unable to correct the Error after three (3) attempts, either party may terminate the applicable SOW without further liability to the other party.

d) If the Client does not provide the detailed Error description to the Vendor within the five (5) Working Day period described above, or if the Supplies are found to conform with the Specification, then the Supplies shall be deemed accepted as from the date of the notification (**Acceptance Date**).

e) If the Client uses Supplies other than for testing purposes, the Acceptance Tests will be deemed to have been passed and the Supplies accepted.

6) **Charges, Invoicing and Payment**

a) The Client will pay the Charges monthly in advance and without any set-off, counterclaim or deduction.

b) Unless provided otherwise in the applicable SOW the Client will pay the Charges in GB Pounds Sterling. Charges are exclusive of applicable value-added tax, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) (**Taxes**), relating to the sale, purchase, transfer of ownership, delivery, installation, license, use or processing of provided Supplies. The Client will pay all such Taxes including those paid or payable by the Vendor and any related interest and penalties, for goods or services supplied under this Agreement, except to the extent a valid exemption certificate is provided by the Client to the Vendor prior to the delivery of the Supplies.

c) In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to the Vendor under this Agreement such withholding tax amounts shall be borne and paid for by the Client in addition to the sums due to the Vendor. The Client will provide the Vendor free of charge, with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Client.

d) The Charges do not include the Vendor's expenses in performing the Services (such as travel, and subsistence), which are additional and which the Vendor may pass on to the Client at cost. Such expenses are, however, subject to the Client's approval, not to be unreasonably withheld or delayed.

e) The Vendor reserves the right to charge additional sums at any time where the Client has requested additional services to those set out in the SOW.

f) In addition to the Charges, the Vendor may also make additional charges at its standard rates from time to time in the following circumstances:

i) where incorrect information supplied by the Client means it is technically impractical to provide the Supplies;

ii) where the Vendor or its authorised agents are unable to gain access to the Client Premises to provide any Supplies, to the extent such access is required to provide such Supplies;

iii) where a fault relates to the Client Equipment not maintained by the Vendor as part of the Supplies; and

iv) where the Vendor is unable to replicate or find a defect in the Products or software as reported by the Client.

The Client will promptly, but in no event later than fourteen (14) days from the date of invoice, notify Vendor in writing of any disputed invoice, together with all the information relevant to the Dispute and an explanation of the amount disputed and the reasons. The Client must pay all undisputed amounts in accordance with Clause 6a) unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice shall be due and payable by the due date. Each party will use reasonable endeavours to resolve Disputes promptly and the resolved amount, if any, shall be payable within fourteen (14) Working Days after resolution. Interest will accrue, in accordance with Clause 6g), from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.

g) The Vendor may charge interest on overdue sums at the annual rate of 4% above the base lending rate of the Bank of England from time to time or such other central bank in the jurisdiction where Supplies are provided as it may specify at its discretion.

i) In addition to its other rights under this Agreement, if the Client fails to pay any sums due in accordance with the terms of this Agreement, Vendor may, at its option on fourteen (14) days' written notice to the Client:

ii) restrict, suspend or terminate provision of the Supplies or any of them and the Vendor shall be released from its obligations under this Agreement with respect to such Supplies until any balance due is paid or until such other material breach is remedied; and

iii) terminate this Agreement without liability to or right to compensation for the Client and without prejudice to Vendor's rights to be paid sums due.

h) Unless otherwise agreed in writing, lack of reference to the Client on the invoice shall not constitute a valid reason by the Client to withhold payment due under the invoice. The Client shall make payment in accordance with the details shown on the invoice and where the Client makes an aggregated payment in respect of more than one invoice, the Client shall submit a remittance slip to show amounts paid in relation to individual invoices.

i) By providing the Vendor with a payment method, the Client:

i) Represents that the Client is authorised to use the payment method the Client provided and that any payment information the Client provides is true and accurate.

ii) Authorises the Vendor to charge the Client for the Services or available content using the Client's payment method.

iii) Authorises the Vendor to charge the Client for any paid feature of the Services the Client choose to sign up for or use while these Terms are in force.

j) The Vendor may charge the Client up to the amount the Client has approved, and the Vendor will notify the Client in advance of any change in the amount to be charged for recurring subscription Services. The Vendor may bill the Client at the same time for more than one of the Client's prior billing periods for amounts that haven't previously been processed.

k) When the Client purchases the Services on a subscription basis (e.g., monthly, every 3 months, or annually), the Client agrees that they are authorising recurring payments, and payments will be made to the Vendor by the method and at the recurring intervals the Client has agreed to, until the subscription for that Service is terminated by the Client or by the Vendor. The Client must cancel Services before the next billing date to stop being charged to continue the Vendor Services. The Vendor will provide the Client with instructions on how the Client may cancel the Services. By authorising recurring payments, the Client is authorising the Vendor to store the Client payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from the Client's designated account (for Automated Clearing

House or similar payments), or as charges to Client's designated account (for credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, the Vendor or its service providers reserve the right to collect any applicable return item, rejection, or insufficient funds fee and process any such payment as an Electronic Payment.

l) In the event that the Vendor makes an error on a Client invoice, the Client must notify the Vendor within 90 days after the error first appears on an invoice. The Vendor will then promptly investigate the charge. If the Client does not inform the Vendor within that time, the Client releases the Vendor from all liability and claims of loss resulting from the error, and the Vendor will not be required to correct the error or provide a refund. If the Vendor has identified a billing error, the Vendor will correct that error within 90 days.

m) Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If the Client believes that the Vendor has charged the Client in error, the Client must contact the Vendor within 90 days of such charge. No refunds will be given for any charges more than 90 days old. The Vendor reserves the right to issue refunds or credits at the Vendor's sole discretion. If the Vendor issues a refund or credit, the Vendor is under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

n) If the Client is taking part in any trial-period offer, the Client may be required to cancel the trial Service(s) within the timeframe communicated to the Client when the Client accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.

o) From time to time, the Vendor may offer Services for a trial period during which the Vendor will not charge or charge the Client at a lower rate for the Services. The Vendor reserves the right to charge the Client for such Services (at the normal rate) if the Vendor determines (in its reasonable discretion) that the Client is breaching the terms and conditions of the offer.

p) The Vendor may change the price of the Services at any time, and if the Client has a recurring purchase, the Vendor will notify the Client by email, or other reasonable manner, at least 15 days before the price change. If the Client does not agree to the price change, the Client must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for the Client Service offer, that price will remain in force for the fixed term.

q) If the Vendor owes Client a payment, then the Client agrees to timely and accurately provide the Vendor with any information Vendor needs to provide that payment to the Client. The Client is responsible for any taxes and charges the Client may incur as a result of this payment to the Client. The Client must also comply with any other conditions the Vendor places on the Client right to any payment. If the Client receives a payment in error, the Vendor may reverse or require return of the payment. The Client agrees to cooperate with the Vendor in the Vendor efforts to complete this action. The Vendor may reduce the payment to the Client without notice to adjust for any previous overpayment.

7) **Cancellation**
   a) The Client may cancel a Service at any time following the expiry of an agreed contract period, with or without cause. The Client should refer to the offer describing the Services as:
      i) The Client may not receive a refund at the time of cancellation.
      ii) The Client may be obligated to pay cancellation charges.
      iii) The Client may be obligated to pay all charges made to their billing account for the Services before the date of cancellation; and
      iv) The Client may lose access to and use of their account when they cancel the Services.
      v) If the Client cancels, Client access to the Services ends at the end of the Client's current Service period or, if the Vendor charges the Client account on a periodic basis, at the end of the period in which the Client cancelled.
      vi) If the Client initiates a chargeback or reversal with the Client's bank for the Client's payment of Services, the Vendor will deem the Client to have cancelled as of the date that the original payment was made, and the Client authorises vendor to immediately cancel the Client service and/or revoke any content that was provided to the Client in exchange for such payment.

8) **Change Management**
   a) Vendor reserves the right to alter the design engineering configuration, material or specification of the Products, Services and systems by giving reasonable notice to the Client of such alteration or to upgrade or incorporate such alterations in the Supplies.

b) Save as provided in Clause 2, if either party wishes to amend the Supplies, then it shall make a written submission to the other party, no such amendments shall be effective unless and until it is agreed between the parties in advance in writing.

9) **Access to Client Premises**

a) The Client shall grant to the Vendor and its Staff access to the Client Premises and the Client Equipment as may reasonably be required for the provision of the Supplies.

b) Subject to Clause 3, at all times that Staff are present on the Client Premises the Client shall provide a standard of care to any Staff present on the Client Premises, a duty of care equivalent to that owed to its own staff.

c) The Vendor will ensure that while any Staff are on the Client Premises, such Staff will comply with the Client's procedures and policies including in relation to health, safety and security, to the extent available and reasonable.

d) Any changes to the location of any Client Premises or any reduction or increase in the number of the Client Premises shall be agreed between the parties in writing.

e) The Vendor shall keep the System at all times under its care and control and, where applicable, will only grant Access Codes to employees or sub-contractors of the Client who have been nominated in writing by the Client to the Vendor

f) The Vendor shall be entitled without payment to use the Client's internet connection for the provision of Supplies, for its own benefit or to third parties, provided that the provision of the Supplies to the Client is not thereby adversely affected and subject always to the confidentiality obligations set out in Clause 18.

10) **Service Levels**

a) The Client accepts the Services "as is" unless set out in the specific Service Schedule or agreed in an individual Statement of Work, and the Vendor (and its third-party suppliers and licensors) make no warranty as to its use, performance, or otherwise. To the maximum extent permitted by applicable law, the Vendor (and its third-party suppliers and licensors) disclaim all other representations, warranties and conditions, express, implied, statutory or otherwise, including, but not limited to implied warranties or conditions of fitness for a particular purpose, merchantability, satisfactory quality and non-infringement.

b) The Client acknowledges and agrees that the use of some Services are dependent on the Client's acceptance of and compliance with third party terms and provision of service and that: (a) the Vendor's ability to provide the Services is dependent on the Client accepting such third party terms; (ii) if the Client does not accept such third party terms, the Vendor will not be liable in respect of any such non-provision of the Services to the extent the Services are dependent on acceptance on such third party terms, and iii) the Vendor is unable to guarantee the performance or availability of systems, data or applications that are provided or managed by third-party suppliers.

c) The Vendor is not responsible for the Client's network performance or availability or any incidents that affect access to the Services.

d) The Vendor is unable to provide any guarantees or warranty for third-party applications or services that are used through or by the Services

e) All provision of Services are subject to minimum requirements and specifications are subject to change. Vendor shall not be held responsible for changes to the minimum requirements by third-party suppliers or partner organisations.

11) **Software**

a) In the event that Vendor provides the Client with any End User Software or other software proprietary to the Vendor in connection with the Supplies (**Software**), Vendor, where law or third party licence terms permit, will, unless ownership of any individual component is explicitly stated within any SOW, grant the Client a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorised Users to use the Software during the term of the applicable SOW for the sole purpose of enabling the Client to use the Supplies for internal business purposes. The Client shall comply with the terms of such licence.

b) In relation to the Authorised Users, the Client undertakes that:

i) the maximum number of Authorised Users that it authorises to access and use the Software shall not exceed the Authorised User Limit;

ii) each Authorised User shall keep a secure password for their use of the Software and shall use two factor authentication, such password shall be changed when there is a suspicion of a compromised login credentials and the Vendor advised of such suspicion and each Authorised User shall keep their password confidential;

iii) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Vendor within five (5) Working Days of the Vendor's written request at any time or times;

iv) it shall permit the Vendor or the Vendor's designated auditor to audit the Software in order to establish the name and password of each Authorised User and the Client's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Vendor's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business;

v) if any of the audits referred to in Clause 11 b) (iv) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Vendor's other rights, the Client shall promptly disable such passwords and the Vendor shall not issue any new passwords to any such individual; and

vi) if any of the audits referred to in Clause 11 b) (iv) reveal that the Client has underpaid the Vendor, then without prejudice to the Vendor's other rights, the Client shall pay to the Vendor an amount equal to such underpayment as calculated in accordance with the prices set out in the SOW within ten (10) Working Days of the date of the relevant audit.

c) The Client shall not (and shall ensure that the Authorised Users shall not), unless otherwise permitted in writing in advance,:

i) disclose or make available to third parties any portion of such End User Software or the Vendor's proprietary software without the Vendor's advance written permission;

ii) copy or duplicate such software;

iii) reverse engineer, decompile or disassemble such End User Software (except as permitted by law);

iv) modify or make derivative work of such software;

v) use such software after this Agreement or the relevant SOW or Supplies has or have ended without obtaining a valid licence;

vi) remove or alter any copyright or other proprietary or confidentiality notice, label or mark on any of the Products; or

vii) exceed any usage restrictions or limits specified in the SOW.

d) The Client will not, and shall ensure that the Authorised Users will not, upload any software (including application software or operating systems) into the Vendor Infrastructure unless the SOW so permits (or permission is otherwise agreed in advance in writing). As regards any software uploaded by the Client to the Vendor Infrastructure, then irrespective of whether its ownership is attributable to the Client or any third party, Clauses 5 to 11 m) will apply.

e) Software shall be subject to the Fair Use Agreement as detailed in the initial, and any subsequent SOWs.

f) Without prejudice to Clause 4, the Client shall be solely responsible for obtaining all requisite licences to upload, use and allow access to software, and represents, warrants and undertakes that it has obtained and will obtain the requisite licences in respect of such software, and is and will continue to be compliant with all applicable licence terms. The Client acknowledges that some licensors permit their software to be uploaded to the cloud or shared infrastructures only where the licensee has obtained a licence for that specific usage. Upon the Vendor's request from time to time, the Client will report to the Vendor what software, including applications or operating system software, the Client has uploaded to the Vendor Infrastructure, and shall provide the Vendor with reasonable details of the applicable licences.

g) The Client will upon the Vendor's reasonable request co-operate with the Vendor in dealing with any vendor or licensor of software the Client has installed into the Vendor Infrastructure.

h) The Vendor does not assume any liability for any issue arising out of any software the Client installs on the Vendor Infrastructure and neither is the Vendor obliged to provide any support, maintenance, upgrades, modifications, remediation services or new releases for the software under this Agreement.

i) The Vendor may inspect the instance of the Client's software installed in the Vendor Infrastructure, solely for the purpose of verifying the Client's compliance with the provisions of Clause 5.

j) If the Vendor has reasonable cause to believe that the Client may not be in compliance with the provisions of Clause 5, the Client shall provide to the Vendor, in a timely manner, such information, including proof of licence of software, as is reasonably required in order for the Vendor to verify the Client's compliance with the provisions of Clause 11 e).

k) If the Client fails to provide such information or if on receipt of the information the Vendor reasonably concludes that the Client has not adequately licensed the Software it uses in the Vendor Infrastructure, the Vendor may without incurring any liability suspend the Client's use of and access to the Vendor Infrastructure until the Client provides the Vendor with proof reasonably required by the Vendor that the Client has adequate licences or that the Client has deleted the relevant software from its part of the Vendor Infrastructure. Any such right to suspend is in addition to Vendor's right to be indemnified under Clauses 11 and 19 e) below.

l) The Client agrees to defend, indemnify and hold harmless Vendor and its Affiliates (the "**Indemnified Parties**") in full for any loss(es) or licensing costs which any of the Indemnified Parties may suffer or sustain due to:
   i) the Client's failure to comply with the provisions of Clause 5; and
   ii) any third party infringement claims from software vendors or other parties brought against any of the Indemnified Parties arising out of the Client's use of any software uploaded by the Client into the Vendor Infrastructure in breach of the software licence terms.
   iii) If the Vendor becomes aware of any infringement claim against any of the Indemnified Parties, or in the Vendor's reasonable opinion, such claim is likely to be made, the Vendor will inform the Client of the same and the Client shall provide the Vendor with any information or documentation Vendor may reasonably require to deal with such claim.

12) Non-Regulated Products

a) HDT manufactures regulated and non-regulated products. Unless labelled as a medical device, all products including bots, action plans, insights, reminders, and other features, are not medical devices and are intended for streamlining administrative processes under instruction from an authorised user. They are not substitutes for professional medical advice or for use in the diagnosis, cure, mitigation, prevention, or treatment of disease or other conditions. The Client assumes full responsibility for the use of non-regulated products. The Vendor is not responsible for any decisions made based on information received from products. The Client should always consult an authorised medical professional with any medical questions.

13) Use of Cloud Services

a) The Client service utilises services provided by third party cloud providers. The Client's use of the service is additionally governed by the terms and conditions of separate agreements, as detailed on such cloud providers website.

14) Representatives

a) The Vendor and the Client shall each nominate a Representative who will be responsible for:
   i) organising all meetings; and
   ii) providing and/or allowing access to (subject to the provisions in respect of confidentiality set out in Clause 18) all information and documentation to which the Vendor or the Client (as the case may be) and/or their agents sub-contractors or professional advisors are entitled to pursuant to this Agreement.

b) Each party shall inform the other of any change in the identity of its Representative during the course of this Agreement.

15) Warranties

a) The Vendor warrants to the Client that:
   i) the Vendor will provide the Supplies exercising reasonable care and skill and in accordance with the terms of this Agreement;
   ii) the Vendor has full right power and authority to provide the Supplies to the Client in accordance with the terms of this Agreement;
   iii) the Services will be performed by Staff of Vendor possessing suitable skills and experience;
   iv) so far as the Vendor is aware, it has the necessary rights and licence to permit the Client to use the Intellectual Property Rights, in accordance with this Agreement, in the Supplies provided under this Agreement;
   v) with effect from the Acceptance Date until the expiry of 60 days thereafter, the Supplies will conform substantially with their Specification; and
   vi) the Vendor will use reasonable endeavours to perform any implementation and professional services in accordance with any timetable specified in the applicable SOW.

b) Each party warrants to the other party that it has full right power and authority to enter into this Agreement.

c) The Client's sole remedy for breach of Clauses 2 a), 15 a) (iii), 15 a) (v) and 15.a) (vi) are for Vendor to re-perform the Services within a reasonable time, and/or for Vendor to provide maintenance and support services in accordance with the applicable SOW. The Client shall

comply with all applicable laws relevant to the delivery of the Supplies and/or Services (including the NIS Regulations, and those relating to anti-bribery and anti-corruption, including but not limited to the Anti-Corruption Laws). The Client shall also use its best endeavours to comply with the Vendor's anti-bribery and anti-corruption policies as supplied by the Vendor to the Client from time to time. A copy of those policies is available upon request by the Client.

d) The Client shall immediately notify the Vendor if, at any time, the Client becomes aware of any fact, matter of circumstances that might cause it to breach Clause 4, whereupon the Vendor shall be entitled to terminate this Agreement immediately by written notice to the Client.

e) The Vendor gives no warranties or conditions save those expressly set out in this Agreement, and all other terms, conditions and warranties, including as to satisfactory quality or fitness for purpose, whether implied by law, trade, custom, are expressly excluded.

16) Security

a) The Client shall ensure that appropriate safety and security systems and procedures are maintained and enforced at the Client Premises, and with regard to the Client Equipment and the Client's use of the Services, designed to prevent unauthorised access to any and all Services, the System and related networks or resources, in accordance with Good Industry Practice. The Client shall keep a list of authorised users which it shall provide to the Vendor on request.

b) If the Vendor discovers a Data Breach the Vendor shall inform the Client of such Data Breach and take steps to remedy the Data Breach in accordance with Paragraph 12 of Schedule 2 (*Data Protection*) to these Terms and Conditions.

c) The Client shall promptly inform the Vendor if it suspects or uncovers any breach of security relating to the Services, and if caused by a failure in the Client's systems, shall use reasonable endeavours to remedy such breach.

d) For a security breach however occurring, the Vendor may, in its sole discretion, suspend relevant Services while such security breach is investigated and resulting system or procedural changes made.

17) Data Protection

a) The parties shall comply with the data protection provisions set out in Schedule 2 (*Data Protection).*

18) Confidentiality

a) Neither party (the **Receiving Party**) shall use for any purpose other than for the proper fulfilment of this Agreement, nor disclose to third parties, any Confidential Information belonging to or received from the other party (the **Disclosing Party**) under or in connection with this Agreement without the prior written permission of the Disclosing Party, except:

   i) to the extent such Confidential Information is or becomes generally available to the public other than through a breach of this Agreement;

   ii) which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure and which had not previously been obtained from the Disclosing Party or another person known by the Receiving Party under an obligation of confidence to the Disclosing Party;

   iii) which was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations contained in this Agreement;

   iv) which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or

   v) which the Receiving Party can show by its written or other records was independently developed by employees of the Receiving Party having no access to the Confidential Information.

   vi) As detailed within the Vendor's Privacy Policy that can be found at www.healthcaredigitaltwin.co.uk (the "Privacy Statement") which describes the types of data collected from Client and its users ("Data"), how the Data is used, and the legal bases for processing Data. The Client consents to the collection, use, and disclosure of Data as described in the Privacy Statement.

b) Marketing

   i) Client agrees that the Vendor may use Client's name and logo as a customer reference on the Vendor's website and in sales and marketing materials to indicate the business relationship between the parties, unless otherwise explicitly requested by Client in writing.

    ii) The Vendor's use of Client's name and logo for promotional purposes is limited to showcasing Client as a customer and will not extend to any other purposes without Client's express written consent.

  c) Each party shall further be entitled to disclose Confidential Information, to the extent reasonably required, to:

    i) its financial advisers (including its bankers) or its legal and/or technical advisers (and then only on the basis that the terms of this Agreement have been brought to their attention and the Receiving Party has procured that such individuals are bound by the obligations of confidence contained in this Agreement before disclosure is made); or

    ii) comply with an order of a judicial body, a court of competent jurisdiction or the rules of the stock exchange on which shares of the relevant party are traded or other governmental or regulatory authority.

  d) Each party shall limit access to Confidential Information to those of its employees for whom such access is reasonably necessary for the proper performance of this Agreement and shall keep such Confidential Information confidential in a secure environment, using at least the same degree of care (but no less than a reasonable degree of care) as it applies with respect to the protection of its own Confidential Information.

  e) Each party (without limiting either party's rights under this Agreement or at law) will use reasonable efforts to notify the other party if it becomes aware of any unauthorized possession or use of the other party's Confidential Information by any third party.

  f) The parties' obligations under this Clause 18 shall continue in force for a period of five (5) years from the date of disclosure notwithstanding the termination of this Agreement.

19) Intellectual Property Rights

  a) All Intellectual Property Rights belonging to a party, subcontractor or third party prior to the Commencement Date, (**Pre-existing IPR**) will remain vested in that party, subcontractor or third party (as applicable) and shall not be assigned hereunder. All Intellectual Property Rights in any enhancements and modifications thereto created in the provision of the Services will vest in the owner of the relevant Pre-existing IPRs.

  b) Where expressly provided under a SOW, and with effect from payment in full of the Charges for the development of the same, the Vendor hereby assigns to the Client with full title guarantee, all Intellectual Property Rights of whatever nature as Vendor may have in any stand-alone computer program module created by Vendor specially and exclusively for the Client under that SOW. Such assignment does not include any Pre-existing IPR and shall not prevent or restrict the Vendor from using its general know-how.

  c) Subject to Clause 19b) or as may be expressly provided under a SOW the parties hereby agree that all Intellectual Property Rights arising during the term of this Agreement relating to the Services provided by the Vendor shall belong to the Vendor. In consideration of £1 (receipt of which the Client acknowledges), the Client hereby assigns to Vendor, by present assignment of future rights, all such Intellectual Property Rights as aforesaid as the Client may acquire, and the Client undertakes as necessary to assign or procure the assignment of all such Intellectual Property Rights without charge to Vendor where they are incapable of present assignment of future rights.

  d) Any data in aggregate form relating to (without limitation) usage, performance metrics and cyber threats shall belong to and be vested in the Vendor absolutely and the Vendor shall have the right to provide or distribute such aggregated data for commercial and non-commercial use.

  e) The Vendor shall indemnify and hold harmless the Client and its Affiliates (where Vendor has permitted such Affiliates to use such items) against all damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the use by the Client, as permitted by this Agreement, of any modifications, enhancements or alterations of the Client's equipment developed by Vendor, the Vendor Infrastructure, or any Vendor proprietary software licensed to the Client under this Agreement, infringes any copyrights or rights in confidential information of the said third party. The Vendor shall not be liable under this Clause 5 to the extent the claim arises from (i) any modification of the Client Equipment, the Vendor Infrastructure, not authorised by Vendor (ii) use of the Supplies in conjunction with other equipment, software or services not supplied by Vendor or (iii) infringements occasioned by work done by Vendor in accordance with directions or specifications given by the Client or designs made by, or on behalf of, the Client, including any part of the Services designed to the Client's specifications.

  f) The indemnity in Clause 19e) shall be subject to the Client:

    i)   notifying Vendor promptly in writing of any allegation of infringement;

    ii)   making no admission relating to the infringement without Vendor's prior written approval;

    iii) allowing Vendor (at Vendor's option) to conduct all negotiations and proceedings and giving Vendor all reasonable assistance in doing so (Vendor will pay the Client's reasonable expenses for such assistance); and

    iv) allowing Vendor to modify or replace the Supplies, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the performance of the Services.

g) If any of the Supplies becomes, or Vendor believes it is likely to become, the subject of an allegation or claim for infringement of any Intellectual Property Rights, Vendor at its option and expense, may secure for the Client a right of continued use or modify or replace the Services, so that it is no longer infringing. If neither of those remedies is available to Vendor on reasonable terms, Vendor may so notify the Client and terminate such infringing Supplies without penalty to either party.

h) The indemnity and remedies in this Clause 19 are the exclusive remedies for claims of Intellectual Property Rights infringement.

20) Suspension of Services

a) The Vendor may suspend or alter the Services for the following reasons:

    i)   the Vendor must do so to comply with an order, instruction or request of a court, government, agency, emergency organisation or other competent administrative or regulatory authority;

    ii)   the Client is using the Services for unlawful purposes. The Client will be solely responsible for any liabilities as a result of unlawful activity or misuse of any hosted services; or

    iii) where the Client has not paid fees due in respect of Services within the 30-day term payment is due and the Client has failed to remedy such issue within 14 days of being requested to do so in writing.

21) Limitation of Liability

a) Neither party excludes or limits liability to the other party for:

    i)   death or personal injury resulting from negligence;

    ii)   fraud; or;

    iii) any other liability which cannot be limited or excluded by law.

b) Subject to Clause 21a), the liability of Vendor under this Agreement, whether for breach of contract or tort (including negligence), under statute or otherwise, in respect of each SOW, shall not exceed the Charges paid by the Client for the relevant Supplies under that SOW in the twelve (12) months prior to the applicable breach.

c) Subject to Clause 21)a), Vendor shall not be liable to the Client in respect of any:

    i)   loss, whether direct, indirect or consequential:

        (1) of profits, business, goodwill, anticipated savings or corruption of data;

        (2) arising from the transmission or receipt of infringing information of whatever nature transmitted via the use of the Services;

        (3) arising from the loss, destruction or damage to data stored, transmitted, or used through the Services or on the network through which the Services are made available to the Client; or

    ii)   any indirect. special or consequential loss, even, in any such case, if such loss was reasonably foreseeable or Vendor had been advised of the possibility of the Client incurring the same.

d) Subject to clause 21a), Vendor shall have no liability:

    i)   for any technical inaccuracies or typographical errors, or for damages resulting from the use of information in any provided documentation and/or examples;

    ii)   if measures/configuration to user accounts, as advised by Vendor's anti-fraud/security policy have not been adhered to by End Users; or

    iii) for clinical safety testing or clinical safety incidents that may arise from using the Services.

e) The Client acknowledges and agrees that the Vendor is unable to exercise control over the information transmitted through the Services, the connection or the network and the Vendor excludes all liability for the transmission or reception of infringing information of whatever nature.

f) The total aggregate liability of Vendor arising out of or in connection with this Agreement in respect of any claim, loss, damage, costs or expenses arising out of the performance of its obligations under this Agreement (whether in contract, tort (including negligence or breach of

statutory duty) or otherwise) shall be limited to the total value of the recurring Charges paid or payable by the Client to Vendor pursuant to this Agreement in the twelve (12) month period immediately preceding the relevant claim or £500,000 whichever is the lower.

g) In the event of any loss of or damage to the Client Data, the Client's sole and exclusive remedy shall be for Vendor to use its reasonable endeavours to restore the lost or damaged Client Data from the latest available back-up of such Client Data. Vendor shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (including any third party remote hosting service provider).

h) The Vendor's liability to the Client in respect of any damage to the tangible property of the Client resulting from the negligence of Vendor or its employee's agents or sub-contractors shall be limited to £5,000,000 in aggregate.

22) Termination

a) Without prejudice to any other specific rights of termination contained in this Agreement, each SOW may be terminated:

   i) with effect upon the date of expiry of the applicable SOW, by either party giving the other party Notice;

   ii) by Vendor, immediately upon written notice, if the Client fails to pay any of the Charges within 30 days of the due date;

   iii) forthwith by either party, immediately upon written notice, if the other party commits a material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request by the other party to remedy the same.

23) Effect of Termination

a) Any termination of this Agreement or a SOW (as applicable) for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination including Clauses 1, 2, 4 f), 6, 11 b) to 11 e) (inclusive), 11 h), 11 k), 12, 14, 16, 17, 18, 19, 20, 21, 22 to 37 or the application of this Agreement to any SOW which has remained in force.

b) Without limitation to the foregoing and subject to Clause 3, at least three (3) months before the anticipated date of termination or expiry of this Agreement, the Client may request in writing that the Vendor submit a plan for the orderly hand-over of the Client's data processed using the Services and of any Services to be handed over as provided in the relevant SOW, and Vendor shall submit such plan including its proposed charges calculated according to the agreed rates to the Client in writing within a reasonable time. If the Client agrees to the proposed plan, the Vendor will assist the Client with such hand-over, which shall be conducted subject to Clause 23 c) (including as to charges), and such hand-over shall begin at least three (3) months before termination or expiry of the SOW and shall continue for no more than three (3) months after termination or expiry of the SOW. For the avoidance of doubt, the parties have joint responsibility for the successful execution of any hand-over of data or Services under the agreed plan and the Client will procure the full cooperation and assistance of the new service provider to enable the transfer to take place.

c) With effect from the date of termination of this Agreement or the SOW (as applicable) (the **Termination Date**) and until such time as the plan for the hand-over of the Services pursuant to Clause 23b) has been fully implemented in accordance with its terms, or (if earlier) three (3) months have expired following termination or expiry of the SOW, the Vendor agrees to continue the provision of the Services to the Client in accordance with the terms and conditions of this Agreement save that it shall be entitled to be paid for such Services and all actions necessary to consider and implement the hand-over plan under Clause 23 b) and this Clause 23 c) at its then prevailing time and materials charges. Such charges shall be payable by the Client within thirty (30) days of the Client receiving an invoice therefore containing a break-down of the staff, charging rates and the materials and their costs incurred in connection with this Clause. Notwithstanding the foregoing, if the SOW or Agreement is terminated by Vendor under Clause 22 a), Vendor shall not be obliged to provide any such services unless the Client pays in advance.

d) If either party fails to return any property of the other party under its care and control on or prior to the Termination Date the affected party shall be entitled and is hereby licensed to enter the other party's premises and seize the same.

e) Upon the termination or expiry of this Agreement or a SOW (as applicable) for whatever reasons all outstanding Charges under this Agreement or the SOW (as applicable) shall remain due and payable by the Client to Vendor in accordance with the terms of this Agreement or the SOW (as applicable).

24) **Dispute Resolution**

a) The parties will attempt in good faith to resolve any Dispute promptly.

b) Any Dispute between the parties arising out of or relating to this Agreement shall be in the first instance referred by either party to the Representatives.

c) If any Dispute cannot be resolved by the Representatives within a maximum of five (5) Working Days (or longer period agreed between them in writing) after it has been referred under Clause 5, that Dispute shall be referred to the CEO of Vendor and the Client Dispute Contact for resolution.

d) If the Dispute cannot be resolved by the individuals specified in Clause 14 within a maximum of five (5) Working Days (or longer period agreed in writing between them) after it has been referred under Clause 24 c), then either party may refer the Dispute to the English courts.

e) Save as expressly permitted herein, the parties shall fulfil their respective obligations under this Agreement insofar as is possible regardless of any outstanding dispute regarding the functionality or performance of the Supplies (without prejudice to the rights and obligations of either party).

25) **Force Majeure**

a) Neither party shall be liable for any delay or failing to perform its obligations hereunder (apart from the Client's obligation to pay) resulting from any Force Majeure Event.

b) Each of the parties shall provide notice to the other party as soon as reasonably practicable upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event and the estimated duration and impact.

c) If a delay or failure due to a Force Majeure Event shall continue for more than four (4) weeks then the unaffected party shall be entitled to terminate this Agreement immediately upon written notice to the other party. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of a Force Majeure Event pursuant to this Clause 25.

26) **Assignment**

a) Neither party shall be entitled to assign this Agreement nor all or any of their rights and obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld or delayed).

27) **Subcontracting**

a) Subject to the restrictions in Schedule 2 (*Data Protection*), the Vendor shall be entitled to sub-contract the whole or any part of its obligations hereunder without the prior written consent of the Client but without relieving Vendor from any of its obligations hereunder.

28) **Third Party Rights**

a) This Agreement does not by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, confers any rights or benefits on any person or class of person existing now or in the future, who is not a party to this Agreement.

29) **Export Control**

a) The parties acknowledge that products, software, and technical information (including, but not limited to, the Services, technical assistance and training) provided under this Agreement may be subject to export laws and regulations of the UK, USA and other countries, and any use or transfer of the Products, software, and technical information must be in compliance with all applicable regulations. The parties will not use, distribute, transfer, or transmit the Products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either party, the other party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

30) **Notice**

a) All formal notices and communications between the parties made in the course of this Agreement (save in respect of the service of any formal court proceedings, which must be made in writing and by first class post to the relevant party's principle place of business) are to be in writing and shall be deemed to have been received by the addressee at the times stated below, provided that the notice of communication is addressed to the recipient at the address specified below, is marked for the urgent notification of the specified point of contact as notified in writing to the other party from time to time in accordance with this Clause 30:

      i)   by first class guaranteed delivery or equivalent post (post must be properly franked or otherwise pre-paid), forty-eight (48) hours after dispatch;

      ii)   by hand delivery, immediately upon receipt by the recipient;

      iii)   On the next Working Day if sent by a reputable overnight express mail service with a reliable tracking system (post must be pre-paid); or

      iv)   by email, two (2) hours after transmission

  b)   The addressees of the parties for the purpose of this Clause and for the purpose of service of proceedings are the Vendor Notice Postal Address, Vendor Notice Email Address, Client Notice Postal Address and the Client Notice Email Address.

31) Variation

  a)   No variation of this Agreement shall be effective unless and until it is made in writing, signed by Vendor and the Client.

32) Invalidity and Severability

  a)   If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

33) Relationship

  a)   Nothing in this Agreement is intended to create a partnership or the relationship of principal and agent or employer and employee between the parties. Neither party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose.

34) Waiver

  a)   No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall be or shall be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. Any waiver by either party of any of its rights under this Agreement must be in writing and only applies to the transaction or series of transactions expressly referred to in such waiver.

35) Counterparts

  a)   This Agreement and the SOW may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document. Delivery of an executed counterpart of a signature page to this Agreement or a SOW by e-mail shall be as effective as delivery of a manually executed counterpart of this Agreement or SOW.

36) Representations

  a)   Each party acknowledges that in entering into this Agreement and any SOW it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

  b)   Nothing in this Clause 36 shall limit or exclude any liability for fraudulent misrepresentation.

37) Survival

  a)   Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

38) Non-Solicitation

  a)   Except in respect of any employees of either party which the parties have agreed in writing may be transferred between them, neither party shall directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision or receipt of the Supplies or (as applicable) at any time during the term of the applicable SOW or for a further period of twelve (12) months after its expiry or termination other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

39) Governing Law and Jurisdiction

  a)   This Agreement is governed by and construed in accordance with the laws of England and Wales.

  b)   The parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or it subject matter or formation.

Schedule 1

Definitions & Interpretation

1. **Definitions**

Unless the context requires otherwise, the following words and expressions shall have the following meanings:

Acceptance Date means the date so specified in Clause 5 d);

Acceptance Tests means the agreed tests or reviews to determine that the Supplies substantially conform to their Specification;

Access Code means any access number, password or code that may be allocated from time to time to the Client (including its authorise employees, agents and subcontractors) by Vendor in order to allow the Client and its authorised employees, agents and sub-contractors to have access to the System;

Affiliate means, in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company, where a "holding company" and "subsidiary" have the meanings defined in section 1159 of the Companies Act 2006;

Agreement means these Terms and Conditions (including the recitals and Schedules), any Statements of Work (including recitals, schedules and appendices to the Statements of Work) and all associated Purchase Orders;

Anti-Corruption Laws mean any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, including the Bribery Act 2010;

Applications Development Services means the services of development of computer programs and user manuals;

Authorised Users means those employees, agents and independent contractors of the Client who are authorised by the Client to use the Software as further detailed in Clause 11;

Authorised User Limit means the maximum number of Authorised Users that a Client may have in relation to the Software provided under a SOW, as set out in the applicable SOW;

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Charges mean those charges payable by Client to Vendor as set forth in each SOW or Purchase Order provided that Vendor is entitled to increase the Charges annually by written notice to the Client;

Client means the purchaser of the Supplies as defined in the SOW;

Client Data means all data and information supplied to the Vendor by the Client ;

Client Dispute Contact means the Client's contact person as defined in the SOW;

Client Equipment means the Client's IT infrastructure and equipment (including any embedded software), used by the Client in relation to the Supplies, including as specified in the applicable SOW;

Client Notice Email Address means the email address that any notice to the Client should be sent to as set out in the applicable SOW;

Client Notice Postal Address means the postal address that any notice to the Client should be sent to as set out in the applicable SOW;

Client Premises means the Client Premises as specified in the applicable SOW;

Cloud Services means the provision of a hosted platform including infrastructure (integrated servers, operating systems and applications), and network and managed services;

Commencement Date means the commencement date of the Supplies as specified in the relevant SOW;

Confidential Information means the terms of this Agreement, and all information of a secret or confidential nature, including commercial, financial, marketing, customer, employee, product or technical information, know-how, and other information relating to either party, in any form or medium, whether disclosed orally or in writing, before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part of this information whether or not marked as confidential;

Data Breach has the meaning given to it in Schedule 2 (*Data Protection*);

Data Centre Services means the provision of hosting of and/or access to and/or management of computers or infrastructure, a platform and/or resident computer programs;

Defect means any fault in the Product(s) provided as defined by the Equipment Manufacturer;

Dispute means any disagreement, conflict or claims arising out of or in connection with this Agreement or its validity;

End Users means the Client's end users;

End User Devices means devices supplied by the Vendor to the Client for use by the Client's end users;

End User Software means software supplied by the Vendor to the Client for use by the Client's end users;

Equipment Manufacturer means the original manufacturer of the Product**;**

Force Majeure Event means causes beyond a party's reasonable control including acts of God, fire, flood, storm, revolution, disease pandemics, acts of terrorism, riot or civil commotion, strikes or industrial disputes, failures of third party power, telecommunications, or other utilities supplies, government action, requirements or regulations of any civil or military authority and transportation delays;

Good Industry Practice means in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, care, prudence, judgment, integrity and diligence which

would reasonably be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances;

Initial SOW Period means the initial period of a SOW as there specified;

Intellectual Property Rights (IPRs)means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, whether now or in the future existing;

Lines and Minutes Services means the provision of telecommunications services to allow the Client to have inbound or outbound telephone calls terminated by Vendor at the agreed commercial terms using Vendor and any relevant third party's infrastructure with Vendor against which Vendor shall invoice the Client;

Managed Detection and Response (MDR) Services means the provision of cyber security detection, including the proactive monitoring and alerting of potentially malicious activity in the Clients' network and the potential containment of this activity;

Managed Services means the provision of support services provided by Vendor to the Client, which may include underpinning extended warranty and maintenance services from the Equipment Manufacturer and Vendor's internal troubleshooting and other support services;

Notice means the notice period that a party must give the other party if terminating a SOW without cause as set out in the applicable SOW or, in the absence of any such stipulation in the SOW, at least three (3) months' prior written notice.

Operational Service Date means the date on which any Supplies or part of them is first made available to the Client by the Vendor or the date when the Client first starts to use such Supplies (or part of them), whichever is the earlier;

Products means the products comprised in the Supplies, including but not limited to any End User Devices, End User Software, and other equipment (including any embedded or other software), provided to the Client under a SOW;

Purchase Order means an order issued by the Client and accepted by Vendor for the provision of certain Products or Services to the Client as defined in a SOW in accordance with these Terms and Conditions;

Renewal SOW Period means a period of twelve (12) months beginning on the date following the date of expiry of the Initial SOW Period or any anniversary of the date following the date of expiry of the Initial SOW Period;

Representative means a person nominated by a party in accordance with Clause 14;

Service Levels means the target levels for the provision of the Supplies as set out in the applicable SOW;

Services means the services comprised in the Supplies;

Software means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code and (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise;

Solutions means Products, Services and/or software implementation, maintenance and/or support and related professional (consultancy and development) services to provide an integrated solution;

Specification means a description of the Supplies or their functions, as provided by the applicable SOW;

Staff means the natural persons who perform the Services on behalf of the Vendor, who may be employees of, or under direct or indirect contract to, Vendor or its subcontractors;

Statement of Work (SOW) means a statement of work duly executed between Vendor and the Client for the provision of specific Services and Products pursuant to Clause 2 of this Agreement;

Supplies means Applications, Applications Development Services, Cloud Services, Data Centre Services, End User Software, Managed Services, Managed Detection and Response, Lines and Minutes, Software, Solutions and/or Products or any other services as set out in the applicable SOW or Purchase Order;

System means the hardware and software comprised in the Supplies to which Vendor provides access, and all components thereof, as may be modified, added to or replaced by Vendor;

Term has the meaning given to it in Clause 3.1;

Terms and Conditions means these terms and conditions including all recitals and Schedules but excluding any SOWs and Purchase Orders;

Third Party Software means any Software owned or otherwise controlled by any entity other than the Vendor or the Client.

Vendor Infrastructure means the platform, including hardware, software and infrastructure used by Vendor to provide Supplies;

Vendor Notice Email Address means the email address that any notice to the Vendor should be sent to as set out in the applicable SOW;

Vendor Notice Postal Address means the postal address that any notice to the Vendor should be sent to as set out in the applicable SOW;

Warranty Period means the period of warranty provided by the Equipment Manufacturer to Vendor;

Working Day means Monday to Friday excluding public holidays in England; and

Vendor means the provider of the Supplies as defined in the SOW.

2. **Interpretation**
   1. The headings of this Agreement shall not affect its interpretation.
   2. A reference in this Agreement to statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
   3. References in these Terms and Conditions to Clauses and Schedules are to the clauses and schedules of these Terms and Conditions. References in these Terms and Conditions to paragraphs are to paragraphs of the relevant Schedule. References in a SOW to Clauses, Schedules and Appendices are to the clauses, schedules and appendices of that SOW.

4. Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general word.

Schedule 2

Data Protection

1) **Definitions and Interpretation**

For the purpose of this Schedule 2:

a) "**Data Breach**" has the meaning given in the UK GDPR;
b) "**Data Protection Legislation**" means:
   i) the Data Protection Act 2018;
   ii) the UK GDPR and any equivalent or implementing legislation;
   iii) the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
   iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Electronic Communications Data Protection Directive 2002/58/EC (the ePrivacy Directive);
   v) the Digital Economy Act 2017; and
   vi) all other applicable laws (including judgments of any relevant court of law) and regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security,
   In each case as from time to time in force and as from time to time amended.
c) "**Data Subject Rights**" means the rights of any data subjects to exercise their data subject access rights and/or right to rectification, to be forgotten, to restrict processing, to data portability and to object to processing (including for direct marketing) or automated decision-making, as set out in the Data Protection Legislation;
d) "**DP Records**" has the meaning given in Paragraph 11 a) (i);
e) "**DP Sub-processor**" has the meaning given in Paragraph 13 a);
f) "**International Transfer**" has the meaning given in Paragraph 7;
g) "**Personal Data**" means any information relating to an identified or identifiable living individual that is processed by the Vendor on behalf of the Client as a result of, or in connection with, the provision of the Supplies;
h) "**Regulator**" the Information Commissioner (see Article 4(A3), UK GDPR and section 114, Data Protection Act 2018);
i) "**Supplies**" shall be a reference to the Supplies and the Services, within the meaning of Schedule 1 of the Agreement;
j) "**controller**", "**processor**", "**personal data breach**", "**data subject**", and "**processing**" have the meanings given to these terms in the Data Protection Legislation.
k) "**UK GDPR**" has the meaning given to it in section 3(1) (as supplemented by section 205(4)) of the Data Protection Act 2018

2) **Compliance**
   a) Each party will comply with its obligations under the Data Protection Legislation which arise in relation to this Agreement and the receipt of the Supplies, ensure the protection of the rights of data subjects, and will not do or omit to do anything which causes the other party to breach any of its obligations under the Data Protection Legislation.
   b) The Client warrants that it has all the necessary consents, licences and permissions in place in order to share the Personal Data with the Vendor.

3) **Roles**
   a) Each of the parties acknowledges and agrees that for the purposes of the Data Protection Legislation and this Agreement:
      i) to the extent that the Vendor controls the Client's Personal Data, the Vendor is the controller; and
      ii) to the extent that the Vendor processes the Client's Personal Data, the Vendor is the processor,
   b) This Schedule 2 applies in addition to and does not relieve, remove or replace either party's obligations under the Data Protection Legislation.

4) **Description of personal data, data subjects and processing etc**

a) The types of Personal Data, categories of data subject to whom it relates, and the subject matter, duration, nature and purposes of the processing to be carried out under this Agreement in the Vendor's role as processor shall be set out in Appendix 1 of each Statement of Work.

5) **Vendor's obligations in relation to processing Personal Data**

    a) The Vendor will:

        i) process (and will procure that its Staff will process) the Personal Data (including the transfer to an international organisation or a country (other than the United Kingdom) outside the European Union) only:

            (1) in accordance with the Client's written instructions from time to time; or

            (2) as otherwise required by law (subject to the Vendor first notifying the Client of the relevant legal requirement unless such notification is itself prohibited by law on important grounds of public interest),

            (3) and only to the extent and in such a manner as is necessary for the Vendor to provide the Supplies and to perform its other obligations under this Agreement in accordance with this Agreement and not for any other purpose; and

    b) immediately notify the Client in writing if the Vendor (or any of its sub-contractors) believes any of the Client's instructions relating to processing Personal Data breaches any Data Protection Legislation.

6) **Vendor's personnel**

    a) The Vendor will only disclose the Personal Data to, and ensure that access to the Personal Data is limited to, those of its personnel (including Staff):

    b) who are bound by contractual or statutory confidentiality obligations in relation to the Personal Data;

    c) who have had appropriate and recent training in data protection and security; and

    d) whose access to and/or processing of the Personal Data is (in the Vendor's reasonable opinion) required in order to provide the Supplies to the Client or perform the Vendor's other obligations under this Agreement in each case in accordance with this Agreement, and the Vendor will ensure that any such access is revoked when no longer required for such purposes.

7) **International transfer**

    a) The Vendor shall ensure that it does not make an International Transfer unless:

        i) it is transferring Personal Data to a country (or a territory or sector within a country) which at the time of transfer is formally recognised by the European Commission (and/or the UK Information Commissioner's Office if the United Kingdom is no longer a member of the European Union) as providing an adequate level of data protection; or

        ii) it has put in place appropriate safeguards to protect such Personal Data and ensure that the relevant data subjects have enforceable subject access rights and effective legal remedies as required by the Data Protection Legislation,

        iii) and at the Client's request the Vendor will provide the Client with copies of all relevant documents and other information reasonably required by the Client to evidence that the Vendor has put such safeguards in place.

8) **Security**

    a) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing, the Vendor will implement appropriate technical and organisational measures to ensure a level of security appropriate to the data security risks presented by processing the Personal Data, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

9) **Return or deletion of Personal Data**

    a) When the Vendor ceases to provide Supplies relating to processing pursuant to this Agreement delete all copies of the Personal Data except insofar as the Vendor is required by law to continue to store such copies.

10) **Information, co-operation and assistance**

    a) At the request of the Regulator, the Vendor shall (and shall procure that each of its DP Sub-processors shall) co-operate in the performance of its obligations under this Agreement.

    b) The Vendor will promptly and in any event within 10 Business Days of receipt notify the Client in writing of any complaint, request, notice or other communication the Vendor (or any of its sub-contractors) receives from any third party which relates directly or indirectly to the processing of any Personal Data pursuant to this Agreement.

c) The Vendor will comply with the Client's reasonable instructions and provide information and assistance as reasonably requested by the Client in relation to any requests, notices, complaints and other communications referred to in Paragraph 10 b and the Client will reimburse the Vendor of any reasonable costs it incurs in providing such assistance.

d) The Vendor will at the Client request assist (and procure that the Vendor's DP Sub-processors assist) the Client in complying with the Client's obligations pursuant to the Data Protection Legislation to the extent that the Client's request relates to the processing of Personal Data by the Vendor (or any DP Sub-processor or its sub-contractors) pursuant to this Agreement and the Client will reimburse the Vendor of any reasonable costs it incurs in providing such assistance.

11) Records, audit and inspection

a) The Vendor will:

i) during the term of this Agreement and for one (1) year following its termination or expiry for any reason, keep full and accurate written records relating to all processing of Personal Data on behalf (directly or indirectly) of the Client pursuant to this Agreement as required by the Data Protection Legislation ("**DP Records**");

ii) at the Client's request, make available to the Client all reasonable information (including all DP Records and records maintained by any sub-contractor) required to demonstrate:

(1) the Vendor's compliance with this Agreement;

(2) the compliance by each of its DP Sub-processors with the agreement between the Vendor and such DP Sub-processor referred to in Paragraph 3;

(3) the Client's compliance with its obligations under this Agreement and/or with the Data Protection Legislation; and

(4) on reasonable notice or upon demand by any Regulator, allow the Client, its statutory or regulatory auditors, any Regulator and any Regulator's auditors, and in each case their authorised agents, access to the Vendor's (and any sub-contractor's) premises and any other site at which Personal Data is stored, to the Vendor's (and any sub-contractor's) personnel involved in processing Personal Data, and the DP Records and the information referred to in Paragraph 4 (and, if necessary and subject to appropriate undertakings of confidentiality, permit such persons to copy the DP Records and the information referred to in Paragraph 11 a) (ii) as the Client or any Regulator may require in order to verify the Vendor's compliance with its obligations in relation to data processing under this Agreement and/or any DP Sub-processor's compliance with its obligations in relation to data processing under the contract referred to in Paragraph 13 a). This Paragraph 11 a) (ii) (4) shall apply for the duration of this Agreement and for one (1) year following the expiry or termination for any reason of this Agreement.

12) Data breach

a) If the Vendor becomes aware that it (or any sub-contractor processing Personal Data pursuant to this Agreement) has suffered a Data Breach the Vendor will notify the Client in writing without undue delay.

b) The Vendor will provide reasonable co-operate with and assistance to the Client in relation to the Data Breach.

c) The Vendor will not, except to the extent required to do so for legal or regulatory reasons, make any announcement or disclosure in relation to any Data Breach without the prior written approval of the Client.

13) Sub-processing

a) The Client acknowledges and agrees that the Vendor may use the third parties specified (if any) in Appendix 1 of a Statement of Work (each a "**DP Sub-processor**") to process personal data of the type specified for that DP Sub-processor in Appendix 1 on behalf of the Client pursuant in relation to that Statement of Work.

b) The Vendor will ensure that the DP Sub-processors provide sufficient guarantees to implement appropriate technical and organisation measures in such a way that its processing will comply with the Data Protection Legislation and ensure the protection of data subjects' rights.

If the Vendor sub-contracts the processing of any personal data to any third party on behalf (directly or indirectly) of the Client including the DP Sub-processors identified in Paragraph 1 and any replacement or additional sub-contractor (each also a "**DP Sub-processor**"), the Vendor will enter into a written agreement with such DP Sub-processor and include in that agreement at least

obligations on the DP Sub-processor which are no less onerous than the obligations on the Vendor in relation to Personal Data under this Agreement.