



X-Lab General Terms and Conditions (UK)

The following general terms and conditions apply to any supply of products or services by us.

1. General

- 1.1. The Contract constitutes the whole agreement between you and us and supersedes all previous agreements or understandings between us.
- 1.2. These General Terms and Conditions apply to any supply of products or services by us, including those under a Contract, to the exclusion of any other terms that you seek to incorporate or which are implied by law, custom, practice or course of dealing.
- 1.3. We each agree that in entering into the Contract, neither of us rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
- 1.4. The Contract shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 1.5. A reference to law or a legal provision is a reference to it as it is in force as at the date of the Contract and shall include all subordinate legislation in force at that date.
- 1.6. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7. A reference to writing or written includes email sent to or from the authorised email addresses stated in the Contract.

2. Basis of our Contract

- 2.1. The Contract will become legally binding upon the earlier of the date upon which (a) our Services, Software or Documentation are made available to you, or (b) a SoW is signed on your behalf, which incorporates these General Terms and Conditions, the Data Processing Terms and the relevant Service Terms, (the “**Effective Date**”).
- 2.2. The Subscription Term shall commence on the Commencement Date.
- 2.3. Any quotation or proposal given by us shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.4. The parties may agree to facilitate any additional services from time to time by signing a further SoW for additional services. Such services shall create a new contract between the parties and shall be subject to the terms of the SoW and the documents listed in clause 2.1, provided that such SoW is signed by an authorised representative of each party.
- 2.5. If there is an inconsistency between any of the provisions in the General Terms and Conditions, the Data Processing Terms, the relevant Service Terms or the SoW, the provisions of such shall



prevail in the following order: 1) General Terms and Conditions; 2) Data Processing Terms; 3) Service Terms; 4) the SoW.

3. Licence for the Services, Software and Documentation

- 3.1. Subject to your compliance with the terms of the Contract, we grant you a personal, non-exclusive, non-transferable, revocable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the Services, Software and the Documentation during the Subscription Term solely for your internal business operations under the applicable Customer Licences set out in the SoW.
- 3.2. You remain responsible for all use of the Services, Software and Documentation by the Authorised Users. In relation to the Authorised Users, you undertake that:
 - a) you will only authorise Authorised Users to access and use the Services and Documentation at the locations of, and pursuant to, the Customer Licences set out in the SoW and (where relevant) at the number as set out in the SoW or as agreed between the parties from time to time;
 - b) each Authorised User keeps a secure password for the use of the Services and Documentation, which is kept confidential and is personal to that Authorised User;
 - c) you shall maintain a written, up to date list of current Authorised Users which shall be provided to us within 5 Business Days of a written request at any time; and
 - d) you will comply with any additional conditions or restrictions relating to Authorised Users as set out in a SoW or the Service Terms, or as requested by us in writing from time to time; and
 - e) you permit us or our designated auditor to audit the Services to ensure your compliance with the Contract, provided that such audits shall be carried out at our expense, with reasonable prior notice and in such manner to minimise as much disruption to your business as is reasonably possible. If an audit reveals any material non-compliance with the terms of the Contract, we may take remedial action, including invoicing for Fees for usage exceeding any Customer Licence and/or disabling access to our Software or Documentation.
- 3.3. You shall not, and shall ensure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of their use of the Services that:
 - a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b) facilitates illegal activity;
 - c) depicts sexually explicit, inappropriate or seditious images;
 - d) promotes unlawful violence;



- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or any other protected characteristic; or
- f) is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability, to disable your access, the access of any Authorised User or of any organisation, to the Services and Documentation including access to any material in the Software, that breaches the provisions of this clause.

3.4. You shall not, and shall ensure that the Authorised Users shall not:

- a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services, Software and/or Documentation (as applicable) in any form or media or by any means; or
 - ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
- b) access all or any part of the Services and Documentation to build a product or service which competes with the Services and/or the Documentation;
- c) use the Services and/or Documentation to provide services to third parties (except as permitted in the SoW);
- d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;
- e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Contract;
- f) breach any laws or regulations that apply to the Customer Personal Data, including laws, regulations and industry standards concerning privacy and data protection in connection with access to or use of the Service; or
- g) permit, encourage or take any action to facilitate any person to do any of the foregoing.

3.5. You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify us and cooperate with us in removing any unauthorised access.

3.6. The licence rights provided under this Contract are granted to you only and shall not be considered granted to any of your subsidiaries, holding companies or other corporate group members.



4. Use of the Services

- 4.1. We shall, during the Subscription Term, provide the Services and make available the Documentation subject to the terms of the Contract.
- 4.2. The Services shall be performed substantially in accordance with the Documentation and with reasonable care and skill.
- 4.3. We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for the maintenance periods and other conditions as set out in our Service Terms and/or Portal.
- 4.4. We shall provide the additional support services as set out in the Service Terms as part of the Services. These are provided to you on the assumption of fair and reasonable use by you, and are subject to our reasonable discretion.
- 4.5. You shall:
 - a) provide us with all necessary co-operation in relation to the Contract, including access to information as may be reasonably required to provide the Onboarding and Services (including Customer Data, security access information and configuration services);
 - b) co-operate with our Onboarding Specialists to ensure that all Onboarding is completed within the Onboarding Period, which unless otherwise stated in the SoW shall be no later than 12 weeks from the start of the Onboarding Period. Failure to comply with this clause and/or to complete Onboarding within the Onboarding Period may result in additional onboarding charges and shall not delay, otherwise impact or prevent the commencement date of the Initial Subscription Term;
 - c) comply with all applicable laws and regulations regarding the Contract;
 - d) carry out all responsibilities under the Contract in a timely and efficient manner. We may adjust any agreed timetable or delivery schedule as reasonably necessary due to any delay caused by you or your third parties and reserve the right to charge for any additional onboarding or other support required;
 - e) ensure that Authorised Users use the Services and Documentation in accordance with the Contract. You shall be responsible for any Authorised User's breach of the Contract;
 - f) obtain and shall maintain all necessary licences, consents, and permissions necessary for us and our authorised third parties to perform our obligations under this Contract;
 - g) ensure that your network and systems comply with the relevant specifications provided by us from time to time;
 - h) inform us of any change to the Customer Service Lead; and
 - i) be solely responsible for procuring and maintaining any network connections and telecommunications links from your systems to our data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.



5. Your Data

- 5.1. This clause sets out how we use the Customer Personal Data (which includes the Administrative Personal Data and the Service Personal Data).
- 5.2. In relation to the Administrative Personal Data, the parties agree that each party will be an independent Data Controller of that Personal Data and free to make decisions independently on how that Personal Data is used (in accordance with Data Protection Law).
- 5.3. Where Administrative Personal Data is shared by you with us, you will ensure that you have in place all necessary consents and notices to share the Administrative Personal Data with us.
- 5.4. You, or the relevant organisation or Data Subject, shall own all right, title and interest in and to all of the Service Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Service Personal Data.
- 5.5. In the event of any loss or damage to Service Personal Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged Service Personal Data from the latest back-up of such Service Personal Data. We shall not be responsible for any loss, destruction, alteration, or disclosure of Service Personal Data caused by any third party (except those third parties sub-contracted by us to perform services related to Service Personal Data maintenance and back-up).
- 5.6. Each party agrees that where we Process any Personal Data on your behalf when performing our obligations under the Contract (for example, where we Process the Service Personal Data), you shall be the Data Controller and we shall be a Data Processor and in any such case:
 - a) We shall Process this Personal Data only in accordance with the terms of this Contract and any lawful instructions reasonably given by you to us; and
 - b) each party shall ensure it has in place appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data or its accidental loss, destruction, or damage. This includes you taking frequent, regular, and complete back-ups of any Service Personal Data within your own systems during the Term; and
 - c) each party shall comply with the terms set out in the Data Processing Terms.
- 5.7. Subject to the terms of clause 10 of these General Terms and Conditions, we will indemnify and hold you harmless from and against any and all direct losses, damages, claims, costs and expenses (including reasonable legal expenses) suffered or incurred by or awarded against you as a result of or in connection with any penalties or fines levied by a regulator, the costs of any investigative, corrective or compensatory action required by a regulator or of defending any investigation, allegation or claim made by a regulator, (in each case) where those fines, costs or claims have arisen as a result of a breach of this Contract by us or where our acts or omissions have directly caused you to be in breach of Data Protection Law (and such breach was not as a result of us acting on an instruction from you).

6. Fees and Payment

- 6.1 You shall pay the Fees due under the Contract.
- 6.2 Before the commencement of the Subscription Term, you shall provide us with an approved purchase order and any other relevant valid, up-to-date and complete contact and billing details.



- 6.3 We shall invoice you pursuant to the relevant Service Terms and you shall pay each invoice within thirty (30) days after the date of such invoice. You are responsible for paying for all Services or additional services that are provided to you either as set out in the relevant Service Terms or SoW, or at our then prevailing standard fee rates, in accordance with these General Terms and Conditions.
- 6.4 If we have not received payment within thirty (30) days after the due date, without prejudice to any other rights and remedies we may have:
- a) we may, without liability to you, disable any Service, or any part of any Service. We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current Bank of England Base Rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgement.
- 6.5 All amounts and fees stated or referred to in this Contract:
- a) shall be payable in pounds sterling or as defined in the SoW;
 - b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law);
 - c) are non-cancellable and non-refundable; and
 - d) are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.
- 6.6 All Fees are subject to a minimum annual increase equal to any RPI Increase. The RPI Increase shall be applied to the Fees at each anniversary of the Commencement Date.
- 6.7 For any Fee increases over the RPI Increase, we shall provide you with 90 days' notice of any change prior to the commencement of the Renewal Period. You shall have 30 days to dispute any change exceeding the RPI Increase, following which we shall each negotiate any change to the Fees in good faith or (notwithstanding clause 11.3) you may terminate the Contract at the end of the current Renewal Period. Where you terminate the Contract, the Fees up to the date of termination shall only be increased up to the RPI Increase. Where you do not dispute the Fees or opt to terminate the Contract, the Fees shall be increased in line with the proposed increase as notified by us.
- 6.8 For the avoidance of doubt, the Fees exclude:
- a) any bespoke software development (in relation to the Software or otherwise) requested by you for the purpose of integration with any other systems and/or new functionality;
 - b) any other services or activities not expressly set out in this Contract; or
 - c) any additional services requested from you from time to time and not set out in the SoW. Such services shall be provided subject to our prior written approval only and based on our rate card, which can be provided to you upon request.



- 6.9 Where we provide services to you outside of or in addition to those set out in a SoW, those additional services will be chargeable to you in addition at our then standard fee rates and on our standard payment and invoicing terms as set out in these General Terms and Conditions (unless otherwise agreed in advance and set out in a new SoW). Our current daily fee rates are available on request and are calculated based on an 8 hour day, worked during Normal Business Hours.

7. Intellectual Property

- 7.1. You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Services, Software and the Documentation. Except as expressly stated in the Contract, this Contract does not grant you or any of the Authorised Users any rights to, or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software or the Documentation.
- 7.2. We confirm that we have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Contract.

8. Confidentiality

- 8.1. Each party shall maintain the confidentiality of the other's confidential information and, unless required by law, not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than in accordance with this Contract and to exercise its rights and perform its obligations under or in connection with this Contract. Confidential information excludes information which is already in, or comes into, the public domain otherwise than through either party's unauthorised disclosure.
- 8.2. Each party shall take all reasonable steps to ensure that the other's confidential information is not disclosed by its employees or agents in breach of this Contract.
- 8.3. Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any independent third party (excluding any Authorised User).
- 8.4. You acknowledge that details of the Services, the results of any performance tests of the Services, the Documentation, our intellectual property rights, and any information relating to any of our proprietary systems or products constitute our confidential information.
- 8.5. We acknowledge that all Customer Data (excluding the Administrative Personal Data) is your confidential information.
- 8.6. No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 8.7. The above provisions of this clause shall survive termination of the Contract, however arising.

9. Indemnity



- 9.1. You shall defend, indemnify and hold harmless us, our officers, directors, employees, agents and contractors against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with (i) any breach of this Contract by you or any Authorised User, (ii) any negligent act or omission of you or any Authorised User, (iii) any unauthorised use of the Services and/or Documentation by you, any Authorised User or any third party, or (iv) any breach of a legal or regulatory obligation or duty by you or any Authorised User, provided that:
- a) you are given prompt notice of any such claim;
 - b) we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - c) you are given sole authority to defend or settle the claim.
- 9.2. We shall defend you, your officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgement or settlement of such claims, provided that:
- a) we are given prompt notice of any such claim;
 - b) you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - c) we are given sole authority to defend or settle the claim.
- 9.3. In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Contract on immediate written notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.
- 9.4. In no event shall we, our officers, employees, agents or contractors be liable to you to the extent that the alleged infringement is based on:
- a) a modification of the Services or Documentation by anyone other than us or where such modification has been requested by you; or
 - b) your use of the Services or Documentation in a manner contrary to the instructions given to you by us; or
 - c) your use of the Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority; or
 - d) your breach of this agreement.
- 9.5. Our indemnity under this clause is your sole and exclusive right and remedy, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

10. Liability



- 10.1 This clause sets out the entire financial liability of each party to the other (including any liability for anything that an officer, employee, agent, sub-contractor or Authorised User of a party does or does not do) which:
- a) arises under or in connection with this Contract;
 - b) is in respect of any use of the Services or Documentation (or any part of them) by you or an Authorised User; and
 - c) is in respect of any other kind of liability arising out of or in connection with the Contract including tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Except as expressly and specifically provided in this Contract:
- a) you assume sole responsibility for your use of and the results obtained from the use of the Services and the Documentation by you or your Authorised Users, and for conclusions drawn from such use by either you, the Authorised Users, or the recipient of the results. We shall have no liability for any damage caused by errors or omissions in any input, information, instructions or scripts provided to us by you in connection with the Services, or any actions taken by us at your direction;
 - b) we shall have no liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. You acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
 - c) we do not warrant that your use of the Services will be uninterrupted, error free or that the Services, Documentation or the information obtained through the Services will meet your requirements;
 - d) the Services and Documentation are provided to you on an “as is” basis;
 - e) we do not warrant that the Software or the Services will be free from Vulnerabilities or Viruses;
 - f) our obligation at clause 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any other party other than us or our authorised third party contractors or agents. If the Services do not conform with the terms at clause 4.2 then, we will at our own expense use reasonable commercial endeavours to correct any such non-conformance promptly, and such correction will constitute your sole and exclusive remedy for any breach of the undertaking at clause 4.2; and
 - g) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.
- 10.3 Nothing in this Contract excludes or limits the liability of either party for anything that it is not permitted to exclude or limit by law.
- 10.4 Nothing in this Contract excludes or limits the liability of you:



- a) to pay any Fees due or payable under this Contract;
- b) for any liability you (including on behalf of your Authorised Users) may have for any breach, infringement or misappropriation of our intellectual property rights; or
- c) pursuant to the indemnity set out in clause 9 of this Contract.

10.5 Subject to clauses 10.1, 10.2, 10.3 & 10.4:

- a) neither party shall be liable for (whether direct or indirect):
 - (i) loss of profits,
 - (ii) loss of business or opportunities,
 - (iii) wasted expenditure,
 - (iv) loss of anticipated expenditure,
 - (v) depletion of goodwill or reputation,
 - (vi) loss or corruption of data or information,
 - (vii) pure economic loss,
 - (viii) any similar losses to those stated in this clause and/or
 - (ix) any special, indirect or consequential loss, costs, damages, charges or expenses; and
- b) each party's total aggregate liability arising out of or in connection with the Contract shall be limited to the total Fees paid by you during the twelve (12) months immediately preceding the date on which the claim arose.

11 Term and Termination

- 11.1 This Contract shall, unless otherwise terminated as provided under this Contract, commence on the Effective Date and shall continue for the Term.
- 11.2 The Initial Subscription Term shall begin on the Commencement Date and continue for the period set out in the SoW, following which the Initial Subscription Term shall be automatically renewed for the period set out in the SoW or, where not stated in the SoW, for successive periods of 12 months (each a **Renewal Period**). The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.
- 11.3 Subject to clause 6.7, either party may terminate this Contract for convenience following the Initial Subscription Term or at the end of each Renewal Period on not less than one hundred and eighty (180) days prior written notice to the other party.
- 11.4 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:



- a) the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;
- b) the other party commits a material breach of any other term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- c) the other party: (i) becomes bankrupt or insolvent, (ii) becomes subject to the appointment of an administrative receiver, insolvency practitioner or liquidator, (iii) is subject to any event similar in nature to those stated in this clause sub-section; or
- d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.5 On termination of this Contract for any reason:

- a) all licences granted under this Contract shall terminate immediately and you will immediately cease all use of the Services and/or Documentation;
- b) you shall immediately pay any sums due under this Contract;
- c) each party shall return and make no further use of any equipment, property, Documentation or other items (including copies) belonging to the other party;
- d) on written notice and instruction from you, we shall return any Customer Data (excluding the Administrative Personal Data) to you, or otherwise will destroy or dispose of any of the Customer Data (excluding the Administrative Personal Data) in our possession in accordance with the Data Processing Terms and our standard data retention policies, as made available via the Portal; and
- e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

11.6 The terms of the Contract, including these General Terms and Conditions, shall remain in force until the expiry or termination of the Contract and the use of the Services under the Contract ceases.

12 Miscellaneous

12.1 **Force Majeure:** We shall not be in breach of the Contract or otherwise liable to you under this Contract or otherwise for any failure or delay in the performance of our obligations if such delay or failure results from events, acts, circumstances or causes that are beyond our reasonable control. The time for performance of such obligations shall be extended accordingly.

12.2 **Variation:** No variation of a SoW shall be effective unless in writing and signed by an authorised representative of each party. We reserve the right to make reasonable changes to our General Terms and Conditions, Data Processing Terms and Service Terms as applicable to all customers of our Services, Software or Documentation to comply with law and/or to reflect general changes to our Services. Such amended versions shall apply to any SoW entered into between us. Our most up to date terms are available here: <https://trust.x-labsystems.com/>.



- 12.3 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.4 **Rights and Remedies:** Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.5 **Severance:**
- a) If any provision (or part of a provision) of this Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
 - b) If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 12.6 **Assignment:** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Contract. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract.
- 12.7 **No partnership:** Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.8 **Third party rights:** This Contract does not confer any rights on any person or party (other than the parties to this Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.9 **Notices:**
- a) Any notice required to be given under this Contract shall be in writing and shall be delivered by email to the other party's email address as set out in the SoW or to such other email address as may have been notified by that party for such purpose in writing.
 - b) A notice delivered by email shall be deemed to have been received upon receipt of an acknowledgement by the other party (which may include a read receipt or a response by either party's authorised representative provided that such representative is named in the SoW). Where no acknowledgement is received, a party may re-submit a copy of the notice by pre-paid first class post or recorded delivery to the address set out in the SoW which shall be deemed to have been received when delivered (or if delivery is not within Normal Business Hours, at 9.00am the following Business Day after sending).
 - c) Notwithstanding sub-clause b) above, any termination notice sent by us via email shall be deemed to have been received by you at 9.00am the following Business Day after sending, regardless of whether or not an acknowledgement has been received.



- 12.10 **Counterparts:** This Contract may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the avoidance of doubt the execution and exchange of electronically signed counterparty (including via the exchange of signed .pdf copies) shall be deemed good and proper execution.
- 12.11 **Governing Law:** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 12.12 **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Definitions:

The following definitions apply to these general terms and conditions:

Term	Description
Administrative Personal Data	Personal Data relating to the Customer which is required for our administrative or internal purposes, including without limitation staff names, email addresses, job titles, and organisation details.
Authorised Users	Those employees, agents, independent contractors and any other parties expressly stated in the SoW who are authorised by you to use the Services and the Documentation pursuant to each Customer Licence.
Business Day	A day other than a Saturday, Sunday or public holiday in England when banks in London are normally open for business.
Commencement Date	The earlier of the date that (a) our Services, Software or Documentation are accessed by you, or (b) is stated in the SoW as the commencement of the Initial Subscription Term after any Onboarding Period;
Contract	The contract for Services between you and us, comprising of and governed by these General Terms and Conditions, the Data Processing Terms, the relevant Service Terms and the SoW.
Customer Data	The data inputted by you, a laboratory or other organisation with whom you are exchanging data, any Authorised Users, or us on your behalf for the purpose of you using the Services or facilitating your use of the Services.
Customer Licences	The licences under which the Services will be provided, as detailed in the SoW.
Customer Personal Data	Any Personal Data of you, your group, customers or personnel, or of any Authorised User which is Processed by us, or on our behalf, pursuant to this Contract (noting that Customer Personal Data shall be your confidential information or the confidential information of your Authorised Users).
Customer Service Lead	The person detailed in the SoW, who is the key contact nominated by you to manage and work with us in relation to the Services on your behalf.
Data Controller, Data Processor, Data Subject, Personal Data, Personal	Have the meanings set out in the Data Protection Law.

Data Breach and Processing	
Data Processing Terms	The terms agreed between us and you relating to the processing and protection of personal data, as available at https://trust.x-labsystems.com/ .
Data Protection Law	(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data including without limitation the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 (as may be amended from time to time); Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time in the UK which applies to a party relating to the use of Personal data. (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which a party is subject, which relates to the protection of personal data including without limitation Regulation (EU) 2016/679 (as may be amended from time to time) and all other legislation and regulatory requirements in force from time to time in the EU which applies to a party relating to the use of Personal Data.
Documentation	The documents made available to you by us in physical format or online via our Portal which sets out a description of the Services and the user instructions for the Services.
Effective Date	Has the meaning set out in clause 2.1.
Fees	The fees payable by you for the relevant Services as detailed in the relevant SoW.
General Terms and Conditions	These general terms and conditions, as available at https://trust.x-labsystems.com/
Initial Subscription Term	The initial term for the provision and use of the relevant Services as detailed in the relevant SoW.
LIMS	The Laboratory Information Management System.
Normal Business Hours	9:00 to 17:30 Monday to Friday, excluding public and bank holidays in England.
Onboarding	The phases you are required to progress through to implement the Services, as described in the relevant Service Terms and SoW.
Onboarding Period	The period as stated in the SoW or as otherwise agreed between the parties in writing for the completion of the Onboarding, subject to clause 4.5(b).
Personnel	Our employees, agents, contractors and third parties as may be involved in the provision of our Services, Software and Documentation.
Portal	Means our Trust Centre portal made accessible to you as part of our Services and available at https://trust.x-labsystems.com/ .
Renewal Period	The period described in the SoW or as set out in clause 11.2.
RPI Increase	An increase to the Fees that is equal to any percentage increase averaged over the previous 12 months of the Retail Prices Index (or equivalent index) published by the UK Government.
Security Breach	A confirmed event that affects the confidentiality, integrity, availability and/or resilience of the Customer Personal Data in our systems, Software or



	Services (including the systems on which it is Processed and/or the services through which it is accessed), including a Personal Data Breach.
Security Measures	As defined in the Data Processing Terms.
Services	The subscription services provided by us to you under the Contract, as more particularly detailed in the SoW and includes access and use of the Software.
Service Personal Data	Personal Data inputted, or sent by you through the Services, including without limitation patients' names and dates of birth, excluding all Customer user credentials.
Service Terms	The terms of each relevant Service, including the Labgnostic Service Terms and the Labreach Service Terms, as available at https://trust.x-labsystems.com/ .
Software	The software applications provided by us as part of the Services in accordance with the Service Terms.
SoW or Statement of Work	Means our standard form confirmation document detailing the Services (including Software and Documentation) to be provided by us to you in accordance with the Contract.
Sub-Processor	The sub-Processors used by us, as updated from time to time and available on the Portal.
Subscription Term	Has the meaning in the SoW for the applicable Services detailed in the SoW and includes the Initial Subscription Term and any Renewal Period, excluding any Onboarding Period.
Term	The term of the Contract from the Effective Date, including any Onboarding Period, the Subscription Term as specified in the SoW and including any Renewal Period, in each case in relation to any or all of the Services.
Virus	Anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
Vulnerability	A weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.
X-Lab Account Manager	The person detailed in the SoW, who is the key contact nominated by us to work with you in relation to your account with us (including in relation to preparation of contract documentation, contract renewals and service reviews).
X-Lab Onboarding Specialist	The key contact nominated to work with you in relation to the Onboarding services.