

Lantum Secondary Care: In-Genius™

Terms and Conditions

Lantum Ltd, of 1 Mark Square, London EC2A 4EG with registered company number 07529895, is the owner and operator of certain products and services. By registering to use such products and services, via the signing of an Order Form or otherwise, You (the Customer) agree to be bound by these Terms and Conditions as amended by Lantum Ltd from time to time.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following defined terms shall have the following meanings:

Defined Term	Meaning
Lantum	means Lantum Ltd of 1 Mark Square, 4th Floor, London EC2A 4EG with registered company number 07529895
Lantum IP	means: (i) Lantum's Brand Assets; (ii) the Products and associated materials and documentation; (iii) all pre-existing Intellectual Property Rights of Lantum relating to the Products or any other part of its business (iii) any modifications, improvements and enhancements of any of the foregoing (regardless of who they are created by and when they come into existence)
Approved Users	the Customer's individual employees, individual contractors and agents who are directly authorised by the Customer to use the Products
Business Day	any day other than a Saturday, a Sunday or a day which is a public holiday in England and Wales
Business Hours	The hours of 9.30am - 5pm (UK) on a Business Day
Brand Assets	logos, trade marks, images, designs and content

Customer	Means "You", the user of Lantum's products and services
Change of Control	a change in the ownership of the legal power to direct, or cause the direction of, the general management and policies of the Customer
Confidential Information	(i) in respect of a party, any and all information (whether in oral, written or electronic form) that is marked or otherwise identified as confidential at the time of disclosure or that a reasonable person would deem confidential in nature, that is disclosed by that party to the other party, including any information relating to disclosing party's business, finance, technology, know-how, Intellectual Property Rights, assets, strategy, products or customers; and (ii) in respect of both parties, the subject matter of, existence of and all terms of this Agreement
Commencement Date	The earlier of: i) date the Order Form is signed by both Parties OR ii) the date the Customer first accesses the Products;
Customer Brand Assets	the Customer's logos, trade marks, images, designs
Go-Live Date	Means the date specified in the Order Form by which the customer will have fully integrated with and/or be utilising the Products;
IP Claim	has the meaning given to it in clause 6.3
Initial Term	has the meaning given to it in the Order Form

Insolvency Event	occurs if the relevant party: (i) is deemed or declared to be unable to pay its debts under applicable law, (ii) enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction); (iii) makes an arrangement with its creditors; (iv) has a receiver, administrator or administrative receiver appointed over all or any of its assets; (v) ceases or threatens to cease trading or is dissolved; or (vi) is subject to any procedure equivalent to any of the preceding matters in any other jurisdiction
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Licence Fee	the licence fees payable by the Customer to Lantum as set out in the Order Form
Products	the products (provided by Lantum) that are specified in the Order Form and any applicable associated electronic documentation and material
Term	has the meaning given to it in clause 2.1

- 1.2 Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
- 1.3 References to a “person” include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).

2. GRANT OF LICENCE AND TERM

- 2.1 This Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with clause 8, shall continue for the period set out in the Order Form (the "**Term**").
- 2.2 This Agreement is entered into in consideration of payment of the Licence Fee by the Customer to Lantum.
- 2.3 Subject to the Customer's continued compliance with this Agreement, Lantum grants the Customer a non-exclusive, non-transferable and non-sublicensable licence to access and use the Products, subject to any limits set out in the Order Form, during the Term. Any use of the Products beyond the scope of this clause 2.3 shall be deemed a material breach of this Agreement.
- 2.4 The Customer shall only be permitted to provide access to the Products by Approved Users to the extent those Approved Users are subject to confidentiality obligations which are no less onerous than those contained under clause 9.
- 2.5 The Customer hereby grants to Lantum a non-exclusive, non-transferable and non-sublicensable, royalty-free licence to use the Customer Brand Assets during the Term for the sole purposes of any required product customisation and also for the purpose of promotion, marketing and advertising of Lantum's products in accordance with any brand guidelines sent by the Customer to Lantum from time to time.

3. LICENCE CONDITIONS

- 3.1 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Products that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) is discriminatory based on race, gender, religious belief, sexual orientation, disability; or
 - (d) is otherwise illegal or causes damage or injury to any person or property;

And Lantum reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause and/or to determine such actions are serious enough to constitute a material breach of this Agreement.

3.2 The Customer 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 Products and/or documentation (as applicable) in any form or media or by any means; or

(ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products; or

(b) access all or any part of the Products and documentation in Order Form to build a product or service which competes with the Products;

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Products, or otherwise make the Products available to any third party except the Authorised Users, or

(f) introduce or facilitate the introduction of any virus or vulnerability into the Products or Lantum's network and information systems.

3.3 The Customer commits to working with Lantum to meet any specified Go-Live date specified in the Order Form and to provide all reasonable assistance, or information or materials, reasonably requested by Lantum to fulfil any special terms specified in the Order Form.

3.4 Lantum undertakes to provide reasonable assistance to the Customer during Business Hours for product bugs or errors not caused by the Customer. For urgent and critical matters relating to product bugs or errors, in Lantum's sole discretion, support is also available outside of Business Hours.

4. LICENCE FEE

- 4.1 Lantum will invoice the Customer before the Go-Live date or Renewal date and payment will be made to Lantum via a payment process mutually agreed between the Customer and Lantum.
- 4.2 The Customer shall pay the Licence Fee within fourteen (14) days of each invoice submitted by Lantum. Late payments may lead to discontinuation of Service.
- 4.3 The Licence Fee is exclusive of value added tax (if any) or any other locally applicable equivalent sales tax, which is payable by the Customer at the rate and in the manner from time to time prescribed by applicable law. If the Customer is required by applicable law to make any deduction or withholding, it shall pay to Lantum such additional amount as is necessary to ensure that the net full amount received by Lantum after the required deduction or withholding is equal to the amount that it would have received had no such deduction or withholding been made.
- 4.4 Each party must pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind.
- 4.5 If the Customer fails to make payment in accordance with this Agreement Lantum shall be entitled to charge interest on that unpaid amount in accordance with the Bank of England's Base Rate from time to time.

5. LIABILITY AND INDEMNITY

- 5.1 The Products are provided "as is" without any warranty of any kind either express or implied including implied warranties of satisfactory quality, fitness for a particular purpose, accuracy, reliability, title, interference with quiet enjoyment and non-infringement. Lantum does not warrant that the Products will be error-free or that such errors will be corrected. The Customer is solely responsible for all costs and expenses associated with rectification, repair or damage caused by such errors.
- 5.2 The Customer is responsible for the data that is loaded onto the Products and any interpretation of reports produced. Lantum cannot be held responsible if any aspect of the data is incorrect, missing, corrupt, incorrectly formatted or in any other way unusable and nor can Lantum be held responsible for any interpretation of or any eventual use of the reports produced.
- 5.3 The Customer acknowledges that the Products may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites or integrations (such as payment processors) and that it does so solely at its own risk. Lantum makes no representation, warranty or commitment and shall have no liability or

obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, product or service, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website or product is between the Customer and the relevant third party, and not Lantum.

- 5.4 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury arising from that party's negligence, or for fraud, or for any other losses which cannot be limited or excluded by applicable law.
- 5.5 Subject to clause 5.4, Lantum shall not be liable to the Customer or to any Approved User for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Products, their use or otherwise.
- 5.6 Subject to clause 5.4, notwithstanding the generality of clause 5.5, Lantum shall not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise arising out of or in connection with this Agreement for:
- (a) any loss of revenues, profits, contracts, business or anticipated savings;
 - (b) any loss of goodwill or reputation; or
 - (c) any special, indirect or consequential losses,

in any case, whether or not such losses were within the Customer's contemplation at the date of this Agreement, suffered or incurred by the Customer arising out of or in connection with this Agreement.

- 5.7 Subject to clauses 5.4, 5.5 and 5.6, Lantum's maximum aggregate liability in respect of any claim (or series of claims attributable to the same cause) arising out of or in connection with this Agreement shall be limited to the total Licence Fees paid or payable in the twelve (12) month period immediately preceding the event giving rise to the claim (or the first claim where there is a series of claims attributable to the same cause).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any and all Intellectual Property Rights in the Lantum IP (whether created or developed before or after the Commencement Date) are, and shall at all times remain, the sole and exclusive property of Lantum.
- 6.2 The Customer acknowledges that no title to any Lantum IP is transferred to the Customer pursuant to or as a result of this Agreement. All rights not expressly granted in this Agreement are reserved by Lantum.

- 6.3 The Customer shall promptly notify Lantum in writing on becoming aware of:
- (a) any challenge to the validity of or any suspected, potential or actual unauthorised use or infringement of, or relevant passing off or unfair competition of, any of Intellectual Property rights in the Products; or
 - (b) any claim that the Products infringe a third party's Intellectual Property Rights;
- (each an "**IP Claim**").
- 6.4 Lantum shall have the exclusive right, but not the obligation, to make, commence, defence or settle any claims, actions or proceedings in connection with any IP Claim, and shall be entitled exclusively to any and all damages or sums paid or awarded as a result of such action. The Customer shall not make any admissions or enter into any compromise or settlement in respect of any IP Claim without the prior written consent of Lantum (which Lantum may withhold in its absolute discretion).
- 6.5 Lantum agrees to indemnify the Customer for all losses, liabilities, damages, costs (including reasonable legal fees) and expenses suffered or incurred by the Customer in connection with a claim brought or threatened in writing by a third party against the Customer on the grounds that the receipt or use of the Products by the Customer infringes a third party's Intellectual Property Rights, except to the extent that this alleged infringement is caused, or contributed to, by the factors in clause 6.7 or 6.8.
- 6.6 In the event of any IP Claim, Lantum may in its sole discretion and at its expense:
- (a) procure for the Customer and any Approved Users the right to continue to use the Products in accordance with the terms of any licence granted under this Agreement;
 - (b) modify the Products so that it becomes non-infringing;
 - (c) replace the Products with non-infringing software; or
 - (d) terminate this Agreement immediately by written notice.
- 6.7 In respect of any IP Claim that arises directly or indirectly from any modification or integration of the Products by or on behalf of the Customer or by the Customer's actions:
- (a) Lantum and the Customer shall consult in good faith to agree what steps shall be taken in respect of the IP Claim and to prevent or avoid the infringement;
 - (b) if the parties are unable to agree what steps shall be taken in respect of the IP Claim within 10 Business Days of notice of the IP Claim, either party may take such action as it deems necessary or

appropriate in respect of the IP Claim provided that the Customer shall consider any representations by Lantum in respect of the conduct of such IP Claim in good faith; and

- (c) the Customer shall be responsible for all costs (including Lantum's costs, on a full indemnity basis) incurred in defending such IP Claim and for paying all damages or other sums payable as a result of such claim, and Lantum shall have no liability in respect of the same; and
- (d) each party shall, at the request and expense of the other, provide all reasonable assistance to the other (including the use of its name in, or being joined as a party to, proceedings) in connection with any action to be taken by the other party in respect of an IP Claim, provided that that party is given such indemnity as it may reasonably require against any damage to its name.

These clauses 6.7 and 6.8 set out the Customer's sole and exclusive remedy for IP Claims.

6.8 The Customer agrees to indemnify Lantum for all losses, liabilities, damages, costs (including reasonable legal fees) and expenses suffered or incurred by Lantum in connection with any claim by a third party that the use by the Customer or any Approved User of the Products infringes its rights that arises directly or indirectly out of any of the following:

- (a) the Customer's or any Approved User's use of the Products or any Lantum IP other than in accordance with this Agreement;
- (b) the integration of the Products by the Customer; or
- (c) The Customer's use of the Products contrary to any instructions given to the Customer by Lantum from time to time;
- (d) any modification to the Products that is carried out by or on behalf of the Customer.

7. **DATA PRIVACY**

7.1 The parties agree to the Data Processing Agreement set out in Schedule 1 below in relation to Lantum's processing of personal data on the Customer's behalf.

8. **TERMINATION**

8.1 Either party may terminate this Agreement by giving written notice to the other party if:

- (a) the other party is subject to an Insolvency Event; or

- (b) the other party has committed a material breach of any of its obligations under this Agreement and such breach is not capable of remedy or, if capable of remedy, has not been remedied within thirty (30) days of written notice requiring it to do so.

8.2 Lantum may terminate this Agreement upon written notice for convenience. This contract will auto-renew for 12 months unless terminated by either party upon 90 days prior written notice (such notice not to take effect until the end of the Initial Term or the end of any subsequent Renewal Term).

8.3 Upon termination or expiry of this Agreement for any reason, the Customer's rights under this Agreement shall cease and the Customer shall immediately, and shall procure that each Approved User shall cease all use of the Products in any manner and immediately remove and permanently delete any of Lantum's Intellectual Property Rights which remain on its IT infrastructure systems.

8.4 The provisions of clauses 1 (*Definitions and Interpretation*), 3 (*Licence Conditions*), 4 (*Licence Fee*), 5 (*Liability and Indemnity*), 6 (*Intellectual Property Rights*), 7 (*Data Privacy*), 8 (*Termination*), 9 (*Confidentiality*), and 10 (*General*), together with those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall survive termination.

9. **CONFIDENTIALITY**

9.1 For the purposes of this clause 9, "**receiving party**" means the party that receives Confidential Information of the other party and "**disclosing party**" means the party by, or on behalf of which, Confidential Information is disclosed.

9.2 During the Term and for a period of three (3) years after termination or expiration of this Agreement each party undertakes that it shall:

- (a) treat all Confidential Information of the other party as confidential;
- (b) not disclose any such Confidential Information to any person except to its employees, officers, representatives, advisers, contractors, consultants or Approved Users (its "**Representatives**") who strictly need to know this Confidential Information in Order Form to exercise the rights granted under this Agreement or to fulfill obligations under this Agreement, provided that the receiving party shall:
 - (i) inform its Representatives of the confidential nature of the Confidential Information; and
 - (ii) procure that its Recipients adhere to the requirements of this clause 9; and
- (c) not use the Confidential Information of the other party for any purposes other than the exercise of its rights or the performance of its obligations under this Agreement, or in accordance with a valid licence or other right granted to it under this Agreement.

9.3 The obligations in clause 9.2 shall not apply to information if and to the extent that:

- (a) at the time of disclosure, it is available in the public domain (other than as a result of a breach by the receiving party or its Representatives of this clause 9 or any other agreement between the Parties);
- (b) it is already in the lawful possession of the receiving party on a non-confidential basis (as evidenced by written records) at the date of the disclosure;
- (c) it is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information (as evidenced by written records); or
- (d) it becomes available to the receiving party on a non-confidential basis from a third party who, to the receiving party's knowledge, is not in breach of any obligation of confidentiality or prohibition on disclosure in disclosing such information to the receiving party.

9.4 A party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it is disclosed with the prior written consent of the other party or is disclosed to the extent required by any applicable law, court order, stock exchange, securities exchange, governmental or regulatory authority or tax authority.

10. **GENERAL**

10.1 Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to rely upon or enforce any term of this Agreement. Nothing in this Agreement shall affect any right or remedy of a third party which exists or is available apart from that Act.

10.2 This Agreement and any documents referred to in it are the entire agreement between the parties and supersede any prior agreement or understanding whether written or oral relating to the subject matter of this Agreement. In the event of a conflict between these terms and any other agreement or understanding between the parties - this Agreement shall take precedence.

10.3 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation.

10.4 Lantum may update this Agreement at any time by posting a new version to our website. Your continued use of the Products indicates your acceptance of the latest published Agreement.

- 10.5 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 10.6 The Customer may not, without the prior written consent of Lantum, assign at law or in equity (including by way of charge or declaration of trust), or deal in any other manner with this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, or purport to do the same. Any purported assignment in breach of this section shall confer no rights on the purported assignee.
- 10.7 Any communication in any form to be given or made by a party in connection with this Agreement must be in writing and delivered via email to the Contact Details set out in the Order Form. Any such notice shall take effect at the time of transmission.
- 10.8 Without prejudice to any other rights or remedies that a party may have, the parties acknowledge and agree that damages may not be an adequate remedy for any breach of this Agreement and that the remedies of injunction, specific performance and other equitable remedies will be available where appropriate.
- 10.9 Nothing in this Agreement is intended to, or shall be construed so as to, establish or imply any partnership or joint venture or a relationship of principal and agent between the parties, or constitute any party as the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party.
- 10.10 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall be deemed to be severed from this Agreement and the parties shall replace such provision with one having an effect as close as possible to the deficient provision. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.
- 10.11 This Agreement, and any disputes arising from or relating to the interpretation thereof (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.