
OUTCOMES BASED HEALTHCARE®

G-Cloud 15 Terms & Conditions"

Date: January 27, 2026"

TERMS & CONDITIONS – G-CLOUD 15

This Agreement (the "**Agreement**") is between **Outcomes Based Healthcare Ltd.®** ("**OBH®**"), a company, with offices located at 11-13 Cavendish Square, London, England W1G 0AN and (the "**Buyer**"). Each a "party" or "Party" and together the "parties" or "Parties".

1. DEFINITIONS

1.1 Authorised Users

"Authorised Users" means the named employees or contractors of the Buyer or a Buyer Affiliate authorised to use the Services pursuant to a Call-Off Contract and whose identity has been reported in writing to OBH (and in the case of contractors, are not competitors of OBH).

1.2 Buyer Affiliate

"Buyer Affiliate" means any legal entity that the Buyer controls through the Buyer's beneficial ownership of more than 50% of the voting interests in that entity.

1.3 Buyer Data

"Buyer Data" means any data or information entered by the Buyer and/or Authorised Users into the OBH Solution(s) or provided to OBH by the Buyer or Authorised Users for use with the Services excluding Derived Data.

1.4 Call-Off Contract

"Call-Off Contract" means each ordering document setting out the specific Services agreed in writing executed by authorised representatives of both the Buyer and OBH and entered into in connection with this Agreement.

1.5 Derived Data

Derived Data" means machine-readable data sets, data tables, analytical models, statistical outputs, metadata, indices, intermediate processing files, or other structured or semi-structured data created or generated by OBH from or based upon Buyer Data which are capable of being queried, reprocessed, recombined, or used as an input into further analysis or services. For the avoidance of doubt, any structured, machine-readable or queryable data created or extracted from Buyer Data and/or Deliverables (including by

transcription, parsing, chunking, embedding, optical character recognition, artificial intelligence or other document-processing or analytical workflows) shall be treated as Derived Data for the purposes of this Agreement.

1.6 Deliverables

"Deliverables" means all outputs, reports, analyses, recommendations, and any materials created by OBH or generated through use of the OBH Solution(s) in performing the Services, including but not limited to:

- (a) All Derived Data as defined in this Agreement;
- (b) All reports, dashboards, exports, and outputs generated from or based upon Buyer Data;
- (c) All recommendations, analyses, insights, and conclusions prepared by OBH;
- (d) All documentation and supporting materials;
- (e) All copies, versions, drafts, and iterations of any of the foregoing;
- (f) All backup copies, archive copies, cached copies, and shadow copies;
- (g) All metadata, indices, pointers, and intermediate processing files;
- (h) All temporary files and work product;
- (i) Any material in any format or media (electronic, magnetic, optical, or physical) containing any of the foregoing, including any copies or reproductions of such material that have been extracted, parsed, transcribed, digitised, chunked, embedded, or otherwise transformed for use in other tools, systems, models, or services.

Deliverables exclude only: (i) OBH Confidential Information and OBH Materials owned by OBH prior to commencement of the Services, and (ii) any generic tools, methodologies, or know-how of OBH applicable generally to other clients.

1.7 Intellectual Property Rights

"Intellectual Property Rights" means any intellectual property or proprietary rights, including without limitation copyright rights, moral rights, trademarks (including logos, slogans, trade names and service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, or any similar right recognized in any country or jurisdiction in the world. In each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them, and where applicable any goodwill therein.

1.8 OBH Solution(s)

"OBH Solution(s)" means the OBH software application Solution(s) in object code format and related user documentation subscribed for by the Buyer on a Call-Off Contract,

together with any documentation, tools, utilities, methodologies, specifications, techniques or other materials, know-how related thereto.

1.9 Order Form

"Order Form" means the order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

1.10 Services

"Services" means the services ordered by the Buyer as set out in the Order Form of each Call-off Contract.

1.11 Static Reports

"Static Reports" means fixed, human-readable outputs (including PDFs, slide decks, written reports, screenshots, or non-editable exports) generated from the Services which are not capable of being queried, recombined, reprocessed, or used as an input into further analysis, and which are not converted into or used to generate any structured, machine-readable or queryable data sets, models, or services. For the avoidance of doubt, where any data, metrics or values contained in a Static Report are extracted, transcribed, parsed, digitised, embedded, or otherwise transformed into a structured, machine-readable or queryable form, any resulting data shall constitute Derived Data and shall be treated in accordance with this Agreement.

1.12 System

"System" means the OBH Solution(s) in combination with all hardware, software, communications systems, network and other infrastructure used by OBH to host and operate the OBH Solution(s) and provide the Services.

1.13 Support Services

"Support Services" means advisory services to help prepare the Buyer for commissioning and/or successful utilisation of the OBH Solution(s), as set out in the relevant Call-Off Contract.

1.14 Term

"Term" means the period indicated as the term of the Call-Off Contract executed by OBH and the Buyer.

2. SERVICES

2.1 Engagement and Call-Off Contracts

The provision of Services by OBH® shall be documented and effected by the preparation and agreement of a new Call-Off Contract. Such Call-Off Contract shall take effect upon the date it is executed, or such other date as specified in the Call-Off Contract ("Call-Off Contract Start Date"). The terms of this Agreement will be incorporated by reference in each Call-Off Contract. When fully executed by OBH and the Buyer, each Call-Off

Contract will form a separate agreement between OBH and the Buyer for the provision of the applicable Services.

2.2 Service Offerings

The Buyer subscribes to the OBH Services selected on each Call-Off Contract on the terms set forth herein. The Services may include the following:

2.2.1 Access to OBH Solution(s)

Buyer access via the Internet or via Buyer infrastructure to the OBH Solution(s), for which the Buyer subscribes and as set out in the relevant Call-Off Contract during the Term, solely for the purposes explicitly defined in the Call-Off Contract and solely for use by the Authorised Users. OBH shall provide to the Buyer during the Term operation and maintenance of the System used to provide access to the OBH Solution(s) for which Buyer subscribes on each Call-Off Contract. The Buyer shall, at its own expense, acquire, install, configure and maintain all hardware, software and other equipment as may be required for Authorised Users to connect to and access the System via the Internet, and where access via Buyer infrastructure is required to access the OBH Solutions, the Buyer will be solely responsible and liable for provision and maintenance thereof.

2.2.2 Support Services

Advisory services to help prepare the Buyer for commissioning and/or successful utilisation of the OBH Solution(s), as set out in the relevant Call-Off Contract. OBH will agree the scope of Support Services in advance with the Buyer. Unless otherwise expressly agreed in the relevant Call-off Contract, Support Services shall be performed on a time and materials basis, as agreed in writing between both parties in advance.

3. RESTRICTIONS ON USE

3.1 Prohibited Uses – General

The Buyer may not:

- (a) sell, resell, assign, share, lease or in any other way make the OBH Solution(s), or any portion thereof, available to any third party without OBH's explicit written consent.
- (b) modify or make derivative works of the OBH Solution(s) or any portion thereof, without explicit written consent from OBH.
- (c) create internet "links" to the System or "frame" or "mirror" any portions of the OBH Solution(s) on any other server or wireless or internet-based device.
- (d) reverse engineer, disassemble, decompile, or otherwise attempt to derive, reconstruct, or analyse the functionality, interfaces, algorithms, or architectural structure of any component of any OBH Solution(s) or the System, including by benchmarking, load testing,

or any other method designed to understand, replicate, or develop competing functionality.

(e) use the Services, the System or any OBH Solution(s) in order to build a competitive product or services.

(f) otherwise use the Services, the System or any OBH Solution(s) in any manner that exceeds the scope of use permitted under a Call-Off Contract or this Agreement, or any applicable laws and regulations.

3.2 Prohibited Uses – Illegal Activities

In addition, the Buyer may not use the System to undertake any illegal, unauthorised or unlawful activity as set out in the Call-Off contract, including but not limited to the following:

(a) send or store infringing, obscene, threatening, libellous or otherwise unlawful or tortious material.

(b) send or store computer viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

(c) interfere with or disrupt the integrity or performance of the OBH Solutions(s), the System, or in each case the data contained therein.

(d) attempt to gain unauthorised access to the OBH Solution(s) or the System.

(e) perform or facilitate any other action which infringes any law or regulation in force at the time.

3.3 Compliance with Law

The Buyer shall, at all times, comply with all applicable laws in using the Services, the System, the OBH Solution(s) and in each case the data generated by the same.

3.4 Intellectual Property Notices

The Buyer shall not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Services, OBH Solution(s) or System.

3.5 Professional Use and Attribution

The Buyer shall:

(a) use all Deliverables, Derived Data, Static Reports, and any other outputs produced or licensed by OBH in a professional, responsible, and ethical manner. The Buyer shall not use such outputs in any way that could reasonably be expected to cause reputational

harm to OBH, including but not limited to misrepresentation, misuse, or public dissemination of OBH outputs in a misleading context.

(b) ensure that, wherever OBH outputs (including Deliverables, Derived Data, Static Reports, reports, dashboards, analytics, or other materials) are used, published, referenced, or shared externally (including in presentations, publications, communications, or reports), OBH is appropriately and clearly attributed as the source and creator of such outputs, unless otherwise agreed in writing. Attribution shall include, at a minimum, the name "Outcomes Based Healthcare Ltd." and, where practical, a reference to the relevant OBH Solution or Service.

(c) shall not remove, obscure, or alter any OBH branding, copyright notices, trademarks, or proprietary notices included on or embedded in OBH outputs. Any omission or alteration of attribution must be expressly authorised in writing by OBH.

Breach of this clause shall be deemed a material breach of the Agreement.

4. USERS

4.1 Authorised Users Only

Only Authorised Users may use and access the OBH Solution(s).

4.2 User Identification and Security

Where applicable, each Authorised User will be assigned a unique user identification name and password for access to and use of the OBH Solution(s) (a "User ID"). The Buyer may only have as many User IDs activated at one time for the OBH Solution in question as the number of Authorised Users specified for that OBH Solution in the relevant Call-Off Contract. No User ID may be shared by more than one Authorised User. The Buyer shall be solely responsible for ensuring the security and confidentiality of all User IDs provided to Buyer and related passwords; provided that OBH shall also not disclose User IDs or passwords to any other party or entity.

4.3 User Accountability

The Buyer acknowledges that it will be fully responsible for all liabilities incurred through use of any such User ID and that any transactions under a User ID will be deemed to have been performed by the Buyer.

4.4 User ID Maintenance

The Buyer agrees to maintain a current list of User IDs authorised to access and use the OBH Solution(s) on behalf of the Buyer and to promptly notify OBH in writing of any changes to such list.

4.5 Access to User Information

Wherever User IDs are supplied and managed by OBH, the Buyer may request that OBH provides them with details of active User IDs. Such right may be exercised with reasonable prior notice and insofar as it doesn't interfere with OBH's normal conduct of business.

5. FEES AND PAYMENTS

5.1 Payment Terms

In consideration of the Services provided by OBH, the Buyer shall pay the fees set forth in the relevant Call-Off Contract (the "Fees"). OBH shall invoice Buyer according to the terms of the Call-Off Contract(s). All valid invoices are due and payable in full no later than thirty (30) days after the date of invoice, unless otherwise specified in the relevant Call-off Contract. Payment shall be made to arrive on or before the due date at OBH's bank account. Late invoices are subject to interest of 1.5% per month, or the maximum permitted by law, whichever is less, plus all expenses of collection. OBH reserves the right to suspend and/or terminate access to the Services if any Fees payable hereunder are past due and the Buyer fails to cure such non-payment within ten (10) days of receipt of written notice from OBH. Such a suspension of Services shall not relieve the Buyer from its obligation to pay all amounts due under the relevant Call-Off Contract.

5.2 Calculation of Fees

The Buyer acknowledges that the Fees payable by the Buyer may be based in part on Service levels or options selected by the Buyer on a Call-Off Contract. OBH shall be entitled to adjust the subscription fee according to the Buyer's actual usage of the Services in the manner set forth in the Call-Off Contract. Where time and material rates are charged, a work day will consist of seven and a half (7.5) hours. Each hour over seven and a half (7.5) hours in a single day will be charged on a pro-rata basis (the daily rate divided by seven and a half (7.5) hours to determine the charge per hour).

5.3 Prepaid Services

All prepaid Services must be used within the Term. Any prepaid Services not utilised during the Term shall be forfeited and no refund shall be given, unless otherwise agreed between OBH and the Buyer.

5.4 Third Party Charges

OBH reserves the right to pass through to the Buyer the amount of any third-party data costs assessed by OBH's third party data providers attributable to the Services provided to the Buyer hereunder.

5.5 Taxes

Fees and all other amounts mentioned in this Agreement and any Call-Off Contract do not include any sales, property, use, value added, or ad valorem taxes based upon this Agreement, relevant Call-Off Contract or any Services (collectively "Taxes"), all of which shall be paid by the Buyer. If any Value Added Tax is applicable, such taxes will be charged at the appropriate rate. In the event that OBH is required by applicable law to pay or remit such Taxes, the Buyer shall reimburse OBH. The Buyer shall not pay for taxes on OBH's net income.

6. BUYER DATA

6.1 Ownership of Buyer Data

The Buyer retains ownership and control of all Buyer Data. The Buyer warrants that it has obtained all rights, consents and permissions necessary to use and input the Buyer Data into the OBH Solution(s) and Services, and to grant the rights to OBH set forth in clause 6.2 below and that the Buyer's performance of this Agreement and any and all Call-Off Contracts will not conflict with the Buyer's privacy policy or any term or obligation of any other agreement to which the Buyer is a party. The Buyer warrants that it has the legal right to enable OBH to use the Buyer Data as contemplated by this Agreement and relevant Call-Off Contract, including but not limited to the gaining of any required consents. The Buyer is solely responsible for the Buyer Data and will not provide, post or transmit any Buyer Data or any other information, data or material that:

- (a) infringes or violates any Intellectual Property Rights or, publicity/privacy rights, law or regulation;
- (b) contains any viruses or programming routines intended to damage, or surreptitiously intercept or expropriate any system, data or personal information; or
- (c) will give rise to any cause of action against OBH.

6.2 Access to Buyer Data

In order to enable OBH to provide Services to the Buyer as contemplated under this Agreement and relevant Call-Off Contract, it will be necessary for the Buyer to disclose to OBH and enable OBH to have access to Buyer Data. OBH will use the Buyer's Data only as required to provide the Services and in accordance with the provisions of this Agreement and relevant Call-Off Contract.

6.3 No Control over Buyer Data

The Buyer acknowledges that OBH exercises no control over or liability for Buyer Data. The Buyer shall ensure that the provision by or on behalf of the Buyer of the Buyer Data to OBH complies with all applicable laws and regulations. All Buyer Data submitted under a Buyer's User ID will be deemed to have been submitted by the Buyer. The Buyer warrants that any Buyer Data will be supplied in a timely manner and will be supplied to a level of quality and completeness that has been agreed with OBH. OBH shall not be liable for any delays or disruptions to the Service that are a consequence of the Buyer's failure to supply data of an appropriate quality in a timely manner.

6.4 Data Encryption and Transfer

When and if applicable, the Buyer will supply OBH with appropriate data file extracts in accordance with the required OBH file extract specification delivered by OBH, and will supply no more than the required information. The Buyer will ensure that all files delivered to OBH will conform to this specification or meet a mutually acceptable format. Buyer obligations around the accuracy, quality and completeness requirements of data file extracts will be as set out in the Call-Off Contract. The Buyer will be required to either make accessible or transmit all Buyer Data to OBH using an up-to-date encrypted transfer mechanism, or access mechanism if the Buyer Data is to be hosted entirely on Buyer infrastructure. OBH will be responsible for the security and protection of such Buyer Data only after OBH has received the Buyer Data and only insofar as this relates to Buyer Data which has been transmitted to OBH which is then hosted on OBH's own infrastructure. In all other cases, the Buyer shall be solely responsible for the security and protection of the Buyer Data.

6.5 Business Rules

OBH shall assist the Buyer to define and document the appropriate business rule requirements for the configuration of the OBH Solution(s) to be provided to the Buyer hereunder; provided, however, that the Buyer shall be solely responsible for:

- (a) the determination of the appropriate business rules required to satisfy the specific business requirements of the Buyer in its use of the OBH Solution(s) and
- (b) any decisions made by the Buyer based upon the reports and information generated by the OBH Solution(s) based upon such business rules.

6.6 System Testing and Analytics

Subject to all applicable laws and the confidentiality obligations in this Agreement, OBH may use data capture and analysis tools to analyse data and information in an aggregated form for the purpose of monitoring and improving system performance and generating statistics and system metrics.

6.7 Monitoring Rights

The Buyer acknowledges and agrees that OBH may monitor the Buyer's use of the OBH Solutions(s), including Buyer Data.

7. OWNERSHIP

7.1 OBH Ownership

OBH (and its licensors, where applicable) own and will retain all right, title and interest (including all Intellectual Property Rights) in:

- (a) the Services, the System, the OBH Solution(s).
- (b) any software or hardware provided by OBH to the Buyer to facilitate the Buyer's utilisation of the Services;
- (c) any domain names provided by OBH in connection with the provision of the Services.
- (d) all Derived Data.
- (e) all business rules, all report formats generated by the Services and all OBH Confidential Information (including any business rules incorporated into the OBH Solution or System).
- (f) any revisions, modifications, enhancements and derivative works of any items described in (a) to (e) (inclusive) above.

7.2 Buyer Data Ownership

The Buyer (and its licensors, where applicable) own and will retain all right, title and interest (including all Intellectual Property Rights) in the Buyer Data.

7.3 Use of Buyer Data – Derived Data License

7.3 Use of Buyer Data

The Buyer acknowledges and agrees that as part of the Services OBH shall aggregate, analyse, combine, and create derivative data from Buyer Data. The Buyer hereby grants to OBH a non-exclusive, irrevocable, sub-licensable, worldwide, royalty-free licence to use, store, transmit, display, copy, modify, adapt, enhance, amend or exploit any Buyer Data embedded within or forming part of the Derived Data for the purpose of its business use, provided that, when OBH does so outside of the context of the Services to the Buyer for which the Buyer provided the Buyer Data, OBH shall present the Aggregated Buyer Data in a form that does not identify the Buyer or permit the tracing of individual data elements to the Buyer or other persons.

OBH hereby grants to the Buyer a non-exclusive, non-transferable, non-sub-licensable, worldwide, royalty-free licence, for the duration of the Term and any data download period described in clause 9.4(a)(i) only, to use, store, transmit, display and copy any Derived Data provided to it by OBH as part of the Services solely for its internal business purposes and solely in connection with its receipt and use of the Services under this Agreement and the relevant Call-Off Contract, or as set out explicitly in the Call-Off Contract.

Upon expiry or termination of this Agreement and the relevant Call-Off Contract for any reason, the licence granted in this clause 7.3 shall automatically terminate, and the Buyer shall immediately cease all use of Derived Data and any Deliverables incorporating Derived Data, except to the extent expressly required by applicable law or regulation.

For the avoidance of doubt, OBH retains all right, title, and interest in any Derived Data that has been anonymised, aggregated, or otherwise de-identified such that it does not identify the Buyer or permit the tracing of data elements to the Buyer or individual persons. OBH may retain, use, and exploit such anonymised or aggregated Derived Data in perpetuity for any business purpose, including commercial purposes, without further obligation to the Buyer.

7.4 Retained Rights

OBH retains all rights not expressly granted herein to the Buyer.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information

The term "Confidential Information" shall mean any and all information which is disclosed by either party to the other orally, in writing or by any other means which is either identified as confidential or should be reasonably understood to be confidential or proprietary, including but not limited to:

(a) this Agreement and each Call-Off Contract and the terms, conditions and pricing contained therein.

(b) OBH Confidential Information including but not limited to, OBH's proprietary technology, trade secrets, computer programs, software, formulas, data, designs, know-how, inventions, techniques, marketing plans, documentation, strategies, and forecasts.

(c) Buyer Confidential Information including, but not limited to, Buyer Data, financial data, personnel records, patient records, medical records, health information, information regarding third party claims, marketing information and any other data or information in any form relating to the business affairs of the Buyer.

8.2 Exceptions to Confidential Information

Confidential Information does not include information of the other party that is:

- (a) publicly available.
- (b) already in such party's possession and not subject to a confidentiality obligation.
- (c) obtained by such party from third parties authorised to make such disclosure.
- (d) independently developed by such party without reference to or use of the other party's Confidential Information.

8.3 Use and Disclosure of Confidential Information

Each party agrees that it will not disclose the other party's Confidential Information to any third party, except as authorised by this Agreement and/or relevant Call-Off Contract, or otherwise unless authorised by the mutual written consent of the parties. Each party agrees that it will disclose Confidential Information of the other party only to those of its employees and contractors who need to know such information and who have previously agreed to be bound by the confidentiality terms and conditions of this Agreement and/or relevant Call-Off Contract. Each party agrees that it will treat all Confidential Information of the other party with the same degree of care as it accords its own Confidential Information; each party represents that it exercises reasonable care to protect its own Confidential Information.

8.4 Legal Compulsion to Disclose

No violation of this Section shall occur by reason of a disclosure of Confidential Information in response to a valid order by a court or other governmental body, provided that the party subject to such order provides the other party with commercially reasonable prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information, and provided that the party subject to such order has been advised by counsel that such disclosure is required by law.

9. TERM AND TERMINATION

9.1 Term

9.1.1 Agreement Commencement

The Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue for the Initial Term.

9.1.2 Call-Off Contract Commencement

Each Call-Off Contract shall commence on the Call-Off Contract Start Date and, unless terminated earlier in accordance with its terms, shall continue for the Term as specified in the Call-Off Contract or if no Term is specified, for the Initial Term.

9.1.3 Initial Term

The Initial Term means: Thirty-six months from contract signature. Upon completion of the Initial Term, this Agreement (and any relevant Call-Off Contracts) shall be terminated with immediate effect, unless otherwise agreed between the parties in writing.

9.2 Termination with Cause

9.2.1 Agreement Termination for Material Breach

Either party may terminate this Agreement upon written notice to the other party if the other party defaults in the performance of any of its material obligations under this Agreement (except for a default in payments by the Buyer which shall be subject to clause 9.3), which default has not been substantially cured within thirty (30) days after written notice has been given to the defaulting Party specifying the default.

9.2.2 Call-Off Contract Termination for Material Breach

Either party may terminate a Call-Off Contract upon written notice to the other party if the other party defaults in the performance of any of its material obligations under that Call-Off Contract (except for a default in payments by the Buyer which shall be subject to clause 9.3), which default has not been substantially cured within thirty (30) days after written notice has been given to the defaulting Party specifying the default.

9.2.3 Suspension for Breach of Use Restrictions

OBH may suspend access to the OBH Solution(s) in the event it reasonably believes the Buyer to be in violation of Section 3 of this Agreement.

9.3 Termination for Non-payment

If the Buyer defaults in the payment when due of any amount due to OBH and does not cure such default, within ten (10) days after written notice has been given to the Buyer, OBH may terminate the Agreement and/or the relevant Call-Off Contract.

9.4 DATA RETURN AND PERMANENT DESTRUCTION OF DELIVERABLES

9.4(a)(i): Data Return Period

Upon termination or expiration of this Agreement and/or any Call-Off Contract for any reason, OBH shall make available for download by the Buyer via secure FTP no later than **30 calendar days** after the date of such termination or expiration of the Agreement a copy of all Buyer Data contained in the OBH Solution(s). The Buyer shall be solely responsible for downloading and retaining such Buyer Data during this 30-day window.

9.4(a)(ii): Permanent Deletion and Secure Destruction of Buyer Data and Buyer-Identifiable Deliverables

Following the 30-day download period, OBH shall immediately commence and complete within a further 30 calendar days the permanent deletion and secure destruction of all Buyer Data and all Deliverables and Derived Data stored within OBH production and backup systems **to the extent they are reasonably capable of identifying the Buyer or any data subjects** in connection with this Agreement, including without limitation:

- All Buyer Data;
- All generated reports, outputs, analyses, recommendations, and materials created specifically for or on behalf of the Buyer;
- All Derived Data created from Buyer Data that identifies or is reasonably traceable to the Buyer;
- All backup copies, archive copies, caches, temporary files, and shadow copies of any of the foregoing;
- All metadata, indices, pointers, and intermediate processing files relating to the Buyer;
- All other materials, data, or information created, derived from, or generated through provision of the Services to the Buyer that are reasonably capable of identifying the Buyer or any individuals whose data was processed on behalf of the Buyer;

such deletion and destruction to be conducted using cryptographically-secure or industry-standard methods that render the Deliverables permanently inaccessible and irreversibly destroyed.

For the avoidance of doubt, nothing in this clause 9.4(a)(ii) shall prevent OBH from retaining and using Derived Data in accordance with clause 7.3 (Ownership – Use of Buyer Data), provided that such Derived Data is presented and used in a form which does not identify the Buyer or permit the tracing of individual data elements to the Buyer or other persons, and such use is consistent with the terms of clause 7.3 herein.

OBH covenants that it shall not use, retain for any purpose in connection with this Buyer, or make any further use of any Buyer-identifiable Deliverables after termination or expiry of this Agreement, except as expressly permitted under clause 9.4(a)(iii) below (legally required retention).

9.4(a)(iii): Exceptions – Legally Required Retention

Notwithstanding clause 9.4(a)(ii) above, **OBH may retain archived copies of Buyer-identifiable Deliverables in deep storage for a period not exceeding eight (8) calendar years after termination or expiry, solely and exclusively to the extent required by applicable law, regulation, court order, or regulatory authority directive**, provided that:

- (a) Such archived copies shall be physically and logically segregated from all active storage systems and shall be inaccessible to OBH personnel except as necessary for legal compliance;
- (b) OBH shall implement strict access controls limiting access to such copies only to personnel with a documented legitimate legal, regulatory, or compliance need;
- (c) All such archived copies shall be encrypted and stored in secure deep storage facilities maintained to the same standards as production systems;
- (d) Upon expiry of the eight-year retention period, **OBH shall securely and permanently destroy all such archived copies** using the methods specified in clause 9.4(a)(iv) below;
- (e) **OBH shall provide the Buyer with advance written notice (not less than 30 days) prior to final destruction of any legally-required archived copies**, permitting the Buyer to verify or object if required by applicable law.

9.4(a)(iv): Destruction Certification and Confirmation

Following completion of destruction of Buyer-identifiable Deliverables under clause 9.4(a)(ii), OBH shall provide the Buyer with a detailed written certification confirming:

- (a) The specific date or date range on which destruction was initiated and completed;
- (b) A categorized description of all categories and types of Buyer-identifiable Deliverables destroyed (e.g., "reports," "Buyer-specific Derived Data," "backup copies," "metadata");
- (c) The specific destruction method or methods employed (e.g., "cryptographic key destruction per NIST SP 800-88," "3-pass random data overwrite per DIN 66399," or equivalent approved standard);
- (d) Confirmation that all copies of the Buyer-identifiable Deliverables have been rendered permanently inaccessible and irreversibly destroyed;
- (e) Any exceptions relating to legally required retention under clause 9.4(a)(iii), including the legal basis for retention and anticipated final destruction date;

(f) The name and title of the OBH personnel responsible for certifying the destruction activity;

(g) A statement confirming that OBH retains anonymized or aggregated Derived Data in accordance with clause 7.3, which does not identify the Buyer or permit tracing of individual data elements to the Buyer.

9.4(a)(v): Buyer Written Confirmation

The Buyer shall, promptly upon request by OBH in writing and in any event within 10 (ten) working days of OBH's written request, confirm in writing to OBH that:

(a) It has downloaded all required and desired Buyer Data during the 30-calendar-day download period;

(b) It has retained secure copies of all Buyer Data necessary for its own business purposes and compliance obligations;

(c) It does not require any further access to, or use of, any Buyer-identifiable Deliverables; and

(d) It confirms that OBH may proceed with permanent destruction of all remaining Buyer-identifiable Deliverables as set out in clause 9.4(a)(ii).

OBH shall not delay commencement of destruction pending receipt of the Buyer's written confirmation; however, OBH shall complete destruction in accordance with the timelines stated herein and shall obtain the Buyer's confirmation (if requested) either prior to or concurrent with the destruction process.

9.4(a)(vi): Post-Termination Non-Use Covenant – Buyer-Identifiable Deliverables

The Buyer covenants and agrees that it shall not, and shall ensure that no third party shall:

(a) Use, access, or permit use of any Buyer-identifiable Deliverables after termination or expiry of this Agreement;

(b) Derive any benefit, profit, or commercial advantage from any Buyer-identifiable Deliverables;

(c) Retain copies of any Buyer-identifiable Deliverables beyond those downloaded during the 30-day download period, except where required by applicable law or regulation;

(d) Permit any affiliate, contractor, or third party to access, use, or benefit from any Buyer-identifiable Deliverables; or

(e) Reverse engineer, analyze, or attempt to reconstruct any Buyer-identifiable Deliverables.

For the avoidance of doubt, the Buyer shall not continue to use any Derived Data or Deliverables (including any reports, dashboards, models, or analytics incorporating such Derived Data) after expiry or termination of this Agreement and the relevant Call-Off Contract, save as strictly required by applicable law or regulation, and any such continued use shall constitute a material breach of this Agreement.

Without prejudice to the foregoing, following expiry or termination of this Agreement and the relevant Call-Off Contract, the Buyer shall not, and shall ensure that no third party shall, use any Deliverables, Derived Data or Static Reports to train, fine-tune, prompt, seed, or otherwise provide input data to any artificial intelligence system, large language model, machine learning model, or similar analytical, predictive or decision-support service, nor use any such systems or any other data processing, business intelligence, reporting or analytical tools to generate new analyses, models, dashboards, reports, recommendations or other outputs based on Deliverables, Derived Data or Static Reports, save to the extent strictly required by applicable law or regulation. This covenant shall survive termination or expiry of this Agreement indefinitely and shall not apply to OBH's use or retention of anonymised or aggregated Derived Data in accordance with clause 7.3.

9.4(b): BUYER RESPONSIBILITIES UPON TERMINATION OR EXPIRY

To facilitate the orderly exit from this Agreement and compliance with data protection and security obligations, the Buyer shall:

(i) **Timely Data Download:** Promptly download all Buyer Data from the OBH Solution(s) during the 30-calendar-day download period made available by OBH, and maintain secure copies of such Buyer Data in systems controlled solely by the Buyer;

(ii) **Verification of Data Integrity:** Verify and confirm that all Buyer Data has been downloaded in complete, uncorrupted form;

(iii) **Written Confirmation:** Provide written confirmation as requested under clause 9.4(a)(v) within the specified 10-working-day timeframe;

(iv) **Cessation of Access and Use:** Not require or permit any continued access to the OBH Solution(s), System, or any Buyer-identifiable Deliverables after the termination or expiry date;

(v) **Third-Party Notification:** Take all necessary steps to cease use of, and permanently delete or destroy, all Deliverables and Derived Data (including any reports, dashboards, visualisations, or analytics outputs generated using such Derived Data) in its possession or control, and ensure no third parties have access to, or continued use of, such Deliverables or Derived Data, except to the extent it is required by applicable law or regulation to retain specific copies;

(vi) **Deletion of Buyer-Retained Copies:** If OBH requests confirmation that the Buyer has deleted any copies of Deliverables or Derived Data in its possession, the Buyer shall,

within 10 (ten) working days, either delete such copies and confirm deletion in writing to OBH, or explain in writing any legal or regulatory reason for retention.

For the avoidance of doubt, Static Reports do not constitute Derived Data and are not subject to deletion under this clause, provided that such Static Reports: are fixed, human-readable outputs; are not capable of being queried, recombined, or reprocessed; and do not contain underlying machine-readable Buyer Data and/or Derived Data.

(vii) **Cooperation:** Cooperate with OBH in any audit or verification activities reasonably required to confirm compliance with the exit and data destruction obligations set out in this Section 9.4.

(viii) **Acknowledgment of OBH Retained Data:** Acknowledge and accept that OBH may retain anonymized, aggregated, or otherwise non-identifying Derived Data in accordance with clause 7.3, and that such data does not constitute a Buyer-identifiable Deliverable subject to destruction under this clause 9.4.

(ix) **No further processing or analysis:** Not use any Deliverables, Derived Data or Static Reports as input into any further processing, analysis, modelling, artificial intelligence, machine learning, or decision-support workflows after termination or expiry of this Agreement, save as strictly required by applicable law or regulation.

9.5 SURVIVAL

The following provisions shall survive the termination or expiration of this Agreement and relevant Call-Off Contract: Section 3 ("Restrictions on Use"), Section 4 ("Users"), Section 5 ("Fees and Payments"), Section 6 ("Buyer Data"), Section 7 ("Ownership"), Section 8 ("Confidentiality"), Section 9 ("Term and Termination"), Section 9.4(a)-(e) ("Effect of Termination – Data Return and Destruction; Buyer Responsibilities"), Section 9.4(a)(vi) ("Post-Termination Non-Use Covenant"), Section 10 ("Disclaimer of Warranty"), Section 11 ("Internet Disruption"), Section 12 ("Limitation of Liability"), Section 13 ("Indemnity"), Section 14 ("Data Protection"), Section 15 ("General Provisions") and Section 1 ("Definitions").

10. LIMITED WARRANTIES AND DISCLAIMER OF WARRANTIES

10.1 OBH Warranty

OBH warrants that the Services will conform in all material respects to the specifications contained in the Call-Off Contract and that any Services shall be provided in a workmanlike and professional manner by competent personnel.

10.2 Disclaimer of Implied Warranties

Except as expressly set forth in this section 10, neither OBH nor its suppliers make any representations or warranties or conditions, express or implied, including, without limitation, any implied warranties of title, non-infringement of third party rights, merchantability or fitness for a particular purpose or any implied warranties arising out of course of performance, course of dealing or usage of trade. Without limiting the generality of the foregoing, OBH does not warrant that:

(a) the OBH Solution(s) will operate in combination with other hardware, software, systems or data not provided by OBH, except as expressly specified by OBH in such Call-Off Contract,

(b) that the operation of the OBH Solution(s) will be uninterrupted or error free.

10.3 Exclusions from Warranty

OBH will have no obligation under Section 10.1 or 10.2 if any non-conformance or failure of, or error in, the Services or OBH Solution(s) is caused by:

(a) modification of the OBH Solution(s) by any person other than OBH or its agents,

(b) the use or attempted use of any software, hardware, attachment, feature or device other than that supplied by and/or specifically approved in writing by OBH,

(c) failure of the Buyer to provide any information, data, support or assistance required under this Agreement and/or relevant Call-Off Contract or otherwise necessary for OBH to perform its obligations hereunder or

(d) any use of the OBH Solution(s) that is not in accordance with this Agreement, the Call-Off Contract or related documentation provided by OBH.

11. INTERNET DISRUPTION

The Buyer's access to the Services may be subject to limitations, delays or other disruptions inherent to use of the internet. In no event shall OBH be liable for any damages for any limitations, delays or other disruptions (whether in contract or in tort) attributable to any internet infrastructure or to the Buyer's ability to connect to the internet.

12. LIMITATION OF LIABILITY

12.1 Non-Excludable Liability

Nothing in this Agreement or any Call-Off Contract shall exclude or limit either party's liability in respect of:

(a) death or personal injury caused by its negligence.

- (b) fraud or fraudulent misrepresentation.
- (c) as regards the Buyer, any claim by OBH for Fees.
- (d) any liability which may not otherwise be limited or excluded under applicable law.

12.2 Excluded Damages

Neither party shall be liable for:

- (a) special, incidental, indirect or consequential damages.
- (b) any loss of profit, loss of business, loss of revenue, loss of contracts, loss of goodwill, loss or, damage to or corruption of data, loss of anticipated savings whether such losses are of the type specified in 12.1(a) or otherwise; arising out of this Agreement or any Call-Off Contract (in respect of all claims, losses or damages, of whatever nature, whether arising from tort (including negligence), contract (or under indemnity), under statute, non-fraudulent misrepresentation, or otherwise), even if such party has been advised of the possibility of such damages.

12.3 Aggregate Liability Cap

Subject to Section 12.1 and 12.2, OBH's total cumulative liability in respect of all claims, losses or damages, of whatever nature, whether arising from tort (including negligence), contract (including indemnity), under statute, non-fraudulent misrepresentation, or otherwise shall not exceed:

- (a) in respect of each Call-Off Contract the total Fees actually paid to OBH by the Buyer under that Call-Off Contract in the twelve (12) month period immediately preceding the formal written notice of the first claim for liability (where a claim is made after the termination of the Call-Off Contract, this limitation shall be calculated as being an amount equivalent to the amount of total Fees paid in the final twelve (12) months of the Call-Off Contract).
- (b) in respect of all claims arising under or in connection with this Agreement and the Services (including all Call-Off Contracts) the total Fees actually paid to OBH by the Buyer in the twelve (12) month period immediately preceding the formal written notice of the first claim for liability hereunder (where a claim is made after the termination of this Agreement, this limitation shall be calculated as being an amount equivalent to the amount of total Fees paid in the final twelve (12) months of this Agreement or last Call-Off Contract (as applicable)).
- (c) all claims that the Buyer may have against OBH will be aggregated to satisfy this limit and multiple claims will not enlarge this limit.

13. INDEMNITY

13.1 OBH Indemnification

Subject to Section 13.3, OBH shall at its own expense defend, or at its option settle any third-party claim or action against the Buyer to the extent alleging that the Services, when used by the Buyer as provided in this Agreement, infringe a third party United Kingdom patent, copyright, trade secret or trademark, and OBH shall pay all costs (including reasonable attorney's fees) arising there from and damages finally awarded against the Buyer or paid in settlement thereof. OBH's indemnification obligations under this Section are conditioned upon the Buyer giving OBH:

- (a) prompt written notice of such claims.
- (b) reasonable assistance in defending the claim.
- (c) sole authority to control the defence of such claim.

13.2 OBH Remedies

OBH may, at its option and expense, and as the Buyer's exclusive remedy hereunder

- (a) replace the OBH Solution(s), without additional charge, with a functionally equivalent and non-infringing product.
- (b) modify the OBH Solution(s) to avoid the infringement.
- (c) obtain a licence for the Buyer to continue use of the Services at no additional charge to the Buyer; or
- (d) cease providing the infringing portion of the Services and refund to the Buyer a portion of the Fees paid for the infringing Services as follows: (i) if termination occurs during the Initial Term, OBH shall refund to the Buyer the unamortized portion of any Setup Fees (as set out in the relevant Call-Off Contract) paid for the Services (assuming straight-line monthly amortisation of the full amount of such Fees over the duration of the Initial Term); and (ii) if termination occurs at any time during the Term, OBH shall refund any prepaid Subscription Fees for the unexpired portion of the then current billing period.

13.3 Exclusions from Indemnity

OBH shall have no liability under Section 13.1 or otherwise for any third-party claims arising from or caused by

- (a) any use of the Services that is not in accordance with this Agreement and/or relevant Call-Off Contract,
- (b) compliance with the Buyer's designs, specifications or instructions or for any Buyer Data.

13.4 Exclusive Remedy

The indemnification rights of the Buyer pursuant to this Section shall be the exclusive remedy of the Buyer against OBH with respect to any infringement claims related to use of the Services or the OBH Solution(s).

14. DATA PROTECTION

When used in this clause, the terms "controller", "processor", "processing" "personal data" and "personal data breach" shall have the meanings given to them in the UK GDPR (Regulation (EU) 2016/679). "Buyer Personal Data" means any personal data or information entered by the Buyer and/or Authorised Users into the OBH Solution(s) or provided to OBH by the Buyer or Authorised Users for use with the Services excluding Derived Data.

The parties agree that, in respect of any Buyer Personal Data that is provided by the Buyer to OBH, for the purposes of the Data Protection Legislation, the Buyer is the controller, and OBH is the processor of such Buyer Personal Data.

14.1 Data Protection Compliance

The Buyer and OBH agree that they will comply with their obligations under Data Protection Laws Including the UK GDPR (Regulation (EU) 2016/679), the Data Protection Act 2018 and all other applicable laws, or regulations replacing, amending, extending, re-enacting or consolidating such legislation. Both parties agree to maintain appropriate registration with the Information Commissioner's Office (OBH Registration No: # ZA098768). Both parties agree to comply with the NHS Code of Practice on Confidentiality, November 2003, the UK Caldicott principles and any other relevant national NHS policies relating to the processing of patient information that are in force at the time of the processing.

14.2 DATA DESTRUCTION STANDARDS AND CERTIFICATION (G-CLOUD 15 ALIGNED)

14.2(a): Destruction Methods and Standards

Where destruction of Buyer Data, Buyer Personal Data, or Buyer-identifiable Deliverables is required under this Agreement, such destruction shall be conducted in compliance with the following standards and frameworks:

(i) **NIST SP 800-88** (Guidelines for Media Sanitization), as published by the U.S. National Institute of Standards and Technology;

(ii) **DIN 66399** (Requirements for data destruction and data carriers), as published by Deutsches Institut für Normung e.V., particularly Standards 3 through 5 for data carriers;

(iii) **UK Government Security Classifications Policy (GSCP)** and corresponding Minimum Security Standards (MSS) for data marked "OFFICIAL" or "OFFICIAL-SENSITIVE";

(iv) For encrypted or cryptographically-protected data: secure destruction or rendering inaccessible of all cryptographic keys, decryption mechanisms, and related key management materials such that data cannot be decrypted or accessed under any circumstances;

(v) For non-encrypted or non-cryptographically-protected data: minimum **3-pass random data overwrite** (or equivalent approved method such as degaussing or physical destruction) rendering data unrecoverable by standard forensic techniques;

(vi) Any additional destruction standards or methods required by applicable law, regulation, or the Buyer's stated requirements.

14.2(b): Destruction Records and Audit Trail

OBH shall maintain detailed records of all destruction activities for a period of **12 (twelve) calendar months** following completion of destruction, including:

(i) Date and time of destruction initiation and completion;

(ii) Description and categorization of data/Deliverables destroyed;

(iii) Storage location(s) from which data was destroyed;

(iv) Destruction method(s) employed;

(v) Name and role of personnel conducting or supervising destruction;

(vi) Evidence of destruction (e.g., disposal certificates, data wiping reports, physical destruction attestation);

(vii) Any anomalies, exceptions, or deviations from planned destruction activities.

14.2(c): Access to Destruction Records

The Buyer may request access to destruction records and evidence of compliance with this Section 14.2. **OBH shall provide reasonable access to such records within 10 (ten) working days of written request**, subject to redaction of any OBH Confidential Information or information relating to other clients.

15. GENERAL PROVISIONS

15.1 Assignment

The Buyer may not assign its rights or delegate its duties hereunder without OBH's prior written consent. This Agreement and each Call-Off Contract shall be binding on each party's successors and permitted assignees.

15.2 Subcontract of Services

The Buyer agrees that OBH may subcontract certain portions of the Services to be performed by affiliates or other third parties in connection with this Agreement and/or relevant Call-Off Contract, provided that no such arrangement shall relieve OBH of any of its obligations hereunder.

15.3 Change in Services

OBH has the right to change, modify, and otherwise convert the technology used to provide the Services and terms under which the Services are offered, provided that the basic functionality and quality of the Services will not be materially affected.

15.4 Force Majeure

Except as otherwise provided, if performance hereunder (other than payment) is interfered with by any condition beyond a party's reasonable control, including, but not limited to disruption of Internet access or services, the affected party, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such condition.

15.5 Governing Law; Venue

This Agreement and each Call-Off Contract is made and shall be governed by and construed in accordance with English law, including its choice of law principles. Exclusive jurisdiction and venue of any actions connected with this Agreement and each Call-Off Contract shall be in English courts. In any action or proceeding to enforce rights under this Agreement and each Call-Off Contract, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Independent Contractors

The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and/or relevant Call-Off Contract. Neither party shall make any warranties or representations on behalf of the other party.

15.7 Notice

All notices shall be in writing and sent by email, regular mail, certified mail, overnight courier, facsimile (if confirmed by mail), or delivered personally to the addresses indicated on the most recent Call-Off Contract executed by the parties, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to OBH shall be sent to the attention of OBH Chief Operating Officer. Notice will

be effective on the date shown on the delivery receipt or facsimile confirmation or, in the case of regular mail, actual receipt.

15.8 Non-Solicitation

The Buyer shall not during the Term and for a period of one year following its expiration or termination, directly or indirectly, solicit, recruit, employ, retain or hire, either as an employee, agent, subcontract or independent contractor, any employee of OBH without OBH prior written consent.

15.9 Severability

If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

15.10 No Third Party Beneficiaries

OBH and the Buyer agree that, except as otherwise expressly provided in this Agreement and/or relevant Call-Off Contract, there shall be no third-party beneficiaries to this Agreement or relevant Call-Off Contract.

15.11 Publicity

Neither party shall issue publicity or general marketing communications concerning the other party without such other party's prior written approval. Notwithstanding the foregoing, the Buyer agrees that it shall use commercially reasonable efforts to:

- (a) assist OBH in its preparation of a press release announcing the Buyer as a new OBH client within fifteen (15) days after the Effective Date;
- (b) provide OBH with a file containing the Buyer's logo(s) for use on OBH's Website and in its sales collateral;
- (c) assist OBH in the preparation of a case study during the Initial Term for external use that detail the Buyer's use of the Services, featuring specific results on return on investment associated with the Buyer's use of the Services; and
- (d) serve as a reference to media and/or industry analysts and to OBH potential Buyers.

15.12 TUPE

The Buyer shall indemnify OBH against all costs, claims, demands and expenses directly or indirectly incurred by the OBH in relation to any agent or employee of the Buyer or any third party whose contract of employment is deemed to have transferred to OBH pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as

amended or replaced) as a result of or in connection with the entry by OBH into this Agreement and relevant Call-off Contract.

15.13 Entire Agreement; Waiver

This Agreement and each Call-Off Contract (including any attachments) sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of this Agreement and each Call-Off Contract. Only a subsequent agreement signed by both parties may change this Agreement and/or any Call-Off Contract. The waiver of a breach of any provision of this Agreement and/or relevant Call-Off Contract will not operate or be interpreted as a waiver of any other or subsequent breach. In case of any conflict or inconsistency between these Terms and Conditions and any provision in an Order Form, the provision in the Order Form prevails.

SIGNATURE PAGE

AUTHORISED REPRESENTATIVES OF THE BUYER AND **OBH** HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL DOCUMENTS ATTACHED HERETO.

The parties have caused this Agreement to be effective as of
(the "**Effective Date**").

On Behalf of (The Buyer)	On Behalf of OBH
Authorised Signature	Authorised Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Business Address	Business Address
_____	_____
_____	_____
