ANNEX A: OXEHEALTH LTD t/a LIO TERMS OF SERVICE

(the **"Service Terms")**

These Service Terms form part of the Agreement between Oxehealth Limited t/a LIO ("LIO") and the Partner named in the Order Form and govern the Partner's use of the LIO Platform and related services provided by LIO. The "**Agreement**" comprises the signed Order and its annexes, including Annex A: these Service Terms, Annex B: Data Processing Addendum, and Annex C: the Service Level Agreement. These Service Terms apply to each Order in which they are incorporated and remain in effect for the duration of the Agreement, unless otherwise amended or replaced in accordance with these Service Terms. In the event of any conflict between the terms of the Order From and these annexes, the Order shall prevail.

Capitalised terms used in these Service Terms shall have the meanings given to them: (i) within these Service Terms; or (ii) in the relevant Order(s) to which these Service Terms are annexed. In the Agreement: (i) any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms; (ii) the headings are for convenience only and shall not affect the interpretation of the Agreement; and (iii) the meaning given to defined terms in the Agreement shall also apply to their grammatical variants provided that the initial letter is capitalised.

1. Service

1.1 **Scope of Service.** The **"LIO Service"** comprises the LIO Platform and the Service Elements described in Schedule 1 of these Service Terms and includes the service levels set out in Appendix C to the Order (the **"SLA"**).
The **"LIO Platform"** means the combination of the LIO Software, Hardware, and other systems provided or managed by LIO to deliver the LIO Service. The **"LIO Software includes"**: (i) the software modules listed on the relevant Order Form; and (ii) the LIO dashboard and graphical user interface available for use by the Partner.

1.2 **Provision of Service under Orders.** LIO shall provide the LIO Service**,** to the Partner at the Location(s) and for the Term specified in each Order Form (each an **"Order"**). Each Order, when signed, forms part of the Agreement and incorporates these Service Terms by reference. Unless expressly stated otherwise in an Order, multiple Orders may be entered into under the Agreement, each governed by these Service Terms.

1.3 **Expansion of Service Scope.** If, at any time, the Partner wishes to extend the LIO Service: (i) to be used in additional wards or locations; or (ii) to include additional modules of software offered by LIO from time to time, it may submit a new Order to LIO. The additional wards or locations in which the LIO Service will be deployed, any additional software modules and any additional Fees due for such deployment shall be as set out in the Order. For the avoidance of doubt, LIO reserves the right to reject an Order in the event it cannot deliver the LIO Service to the requested additional locations for any reason.

1.4 **Upgrades to LIO Software.** As part of the LIO Service, LIO shall be utilising the LIO Software as it exists at the Commencement Date. LIO is continually in the process of developing minor enhancements, patches, bug-fixes, and improvements to the LIO Software (**"Upgrades"**) and may incorporate and utilise such Upgrades as part of the LIO Service from time to time. Where Upgrades are utilised there will be no additional Fees. For the avoidance of doubt, Upgrades shall always be subject to section 10.

1.5 **Additional Functionality.** LIO may, at its sole discretion, include as part of the LIO Service any new proprietary products or software modules developed by LIO from time to time to supplement and build on the existing LIO Software (**"Additional Functionality"**). For the avoidance of doubt such Additional Functionality does not include Upgrades, and shall always be subject to section 10.4. Its inclusion within the LIO Service shall be subject to LIO completing all necessary filings, notifications, and registrations, and obtaining all mandatory approvals, authorisations, and certifications in accordance with applicable EU and UK law. If the Partner wishes to receive such Additional Functionality, the additional service fees payable (if any) shall be as set by LIO at the time.

2. Fees and Payment

2.1 **Fees**. In consideration for receiving the LIO Service, the Partner shall pay the fees set out in each Order Form (the **"Fees"**) in accordance with that Order and these Service Terms. Unless otherwise specified, Fees will be invoiced in advance. Fees are payable in pounds sterling and exclusive of VAT and other applicable taxes, which shall be added to the invoice at their prevailing rate.

2.2 **Payment Terms.** LIO shall be entitled to invoice for the Fees upon the occurrence of the relevant invoicing trigger specified in each Order. All invoices shall be paid by the Partner in full, without set-off, within thirty (30) days of receipt, to the bank account details notified by LIO.

2.3 **Late Payment.** Without prejudice to any other right or remedy LIO may have, if the Partner fails to pay any undisputed Fees when due, LIO may issue a notice of non-payment. Following such notice, LIO may: (i) charge a late payment fee of up to £100 (**"Late Payment Fee"**), (ii) charge daily interest on the overdue amount at a rate of 8% above the Bank of England (BOE) base rate (**"Late Payment Interest") i**n accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and (iii) suspend the LIO Service until all overdue payments have been received if payment remains outstanding more than fourteen (14) days of the date of receipt of such notice. LIO also reserves the right to recover its reasonable costs of collecting overdue payments.

2.4 **Purchase Orders.** If the Partner requires a purchase order to process payment, it shall provide a valid purchase order number within (30) days of the execution of the relevant Order. Failure to do so shall not relieve the Partner of its obligation to pay the Fees by the due date. If the Partner fails to issue a purchase order within this timeframe, LIO may proceed with invoicing based on the Fees set out in the Order, as if a purchase order had been issued.

3. Intellectual Property Rights

3.1 **Ownership and Intellectual Property.** All **"Intellectual Property Rights,"** meaning patents, registered designs, trademarks, copyright, trade secrets, rights in confidential information and all other equivalent or similar rights existing anywhere in the world, (be they in the LIO Software itself or the solution design or otherwise pertaining to the LIO Service in any way) developed during the term of the Agreement, and any pre-existing Intellectual Property Rights pertaining to the LIO Service in any way arising or as developed prior to the Commencement Date, will be and remain as between the parties the sole property of LIO, subject to section 3.2.

3.2 **Generated Data and Data Ownership.** In the course of delivering the LIO Service, the LIO Software may generate various data sets, including video data, vital signs, activity insights, and system event logs, as further described in the LIO Generated Data Guide (Schedule 2). These include both personal and non-personal data types. As between the Parties: (a) the ownership of such data is allocated as set out in Schedule 2; (b) LIO shall retain ownership of certain non-personal data types generated by the LIO Software, including but not limited to Empty Room Video Data (ERVD), Algorithm Processed Data (APD), and System Performance Data (SPD), which constitute "LIO Generated Data" for the purposes of the Agreement; and (c) to the extent any such data is or becomes personal data and is processed by LIO on behalf of the Partner, the terms of the Data Processing Addendum (Annex B) shall apply. Nothing in the Agreement shall restrict LIO's right to use LIO Generated Data for analytics, service monitoring or product improvement, provided such use does not breach applicable Data Protection Legislation or confidentiality obligations in the Agreement.

3.3 **Use Restrictions on Software and Services.** The LIO Service is provided through a hosted service model, and the Partner does not require access to the underlying source code of the LIO Software. Save to the extent that such restrictions cannot be excluded by law, the Partner shall not: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the LIO Software in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the LIO Software; (iii) access or use all or any part of the LIO Service in order to build a product or service which competes with the LIO Service; (iv) sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the LIO Platform available to any third party; or (v) attempt to obtain, or assist third parties in obtaining, access to the LIO Platform. For the avoidance of doubt, nothing in this clause shall restrict the Partner's ability to print, download, or utilise for its own internal purpose any non-confidential information, reports or materials provided to it by LIO in the provision of the LIO Service.

3.4 **Third Party Infringement Claims.** LIO shall reimburse the Partner for any costs or damages finally awarded by a court of competent jurisdiction in connection with a third-party claim that the Partner's authorised use of the LIO Platform (excluding Hardware) infringes third-party copyright or registered trademarks (a **"Claim"),** provided that: (i) the Partner notifies LIO in writing of the Claim (together with the details of the Claim) as soon as reasonably possible; (ii) the Partner takes all steps necessary to provide LIO with sole control of the Claim; (iii) the Partner makes no admission of liability or does any act or omission which may otherwise prejudice or undermine LIO's defence of the Claim; and (iv) the Partner provides all assistance necessary to LIO in its defence or settlement of the Claim. This section shall not apply in the event the Claim arises from or as a result of the LIO Software being used in combination with materials or software not approved by LIO. The indemnity provided in this section shall be the Partner's sole and exclusive remedy with respect to a Claim and shall be LIO's entire and sole liability in respect of the same.

4. Confidential Material

4.1 **Definition of Confidential Material.** For the purposes of the Agreement, **"Confidential Material"** means: (a) any and all data, results, know-how (including any and all data, techniques, processes, systems, formulations, designs, developments and commercial information relating to design, development, manufacture, assembly, and use), show-how, software, algorithms, trade secrets, plans, forecasts, analysis, evaluations, research, technical information, methods, processes, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information, whether oral, in writing, in electronic form or in any other form; and/or (b) any physical items, components or other materials, disclosed before, on or after the date of the Agreement by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**). Confidential Material does not include information that: (i) is or becomes public knowledge

through no fault of the Receiving Party; (ii) is rightfully given to the Receiving Party by a third party without confidentiality obligations; or (iii) is already lawfully possessed by the Receiving Party prior to receiving it from the Disclosing Party.

4.2 **Obligation to Protect Confidential Material.** The Receiving Party shall keep the Disclosing Party's Confidential Material secure and confidential and shall apply a level of confidentiality and security no less stringent than it applies to its own Confidential Material (and in any event no less than a reasonable standard in accordance with good industry practice). The Receiving Party shall not use the Disclosing Party's Confidential Material other than for the purpose of the Agreement. The Receiving Party shall take reasonable steps to do anything reasonably required by the Disclosing Party to prevent or restrain a breach or suspected breach of the Agreement by any person of the Disclosing Party's rights under the Agreement.

4.3 **Permitted Disclosures.** The Receiving Party shall only be permitted to disclose the Disclosing Party's Confidential Material: (a) to its **"Personnel",** meaning employees, consultants, contractors and agents) on a need to know basis and subject always to confidentiality obligations no less stringent than those in the Agreement; or (b) when legally compelled by a competent court or other government authority. To the extent permitted by law, the Receiving Party will promptly provide the Disclosing Party with sufficient notice of all available details of the legal requirement and reasonably co-operate with the Disclosing Party's efforts to challenge the disclosure, seek an appropriate protective order or pursue such other legal action, as the Disclosing Party may deem appropriate. Nothing in this section 4 shall prevent the Receiving Party from disclosing Confidential Material where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**"), or the Environmental Information Regulations 2004 ("**Environmental Regulations**"), save that, the Receiving Party shall not disclose any of the Disclosing Party's Confidential Material where compelled under the FOIA (if applicable) without first consulting the Disclosing Party, provided such consultation is lawfully permitted and reasonably practicable in the circumstances.

4.4 **Equitable Remedies.** The parties to the Agreement acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of the Agreement. Accordingly, without prejudice to any other rights or remedies that any party to the Agreement may have, the parties agree that they shall be entitled to equitable relief, including injunctions and orders for specific performance, in the event of any breach of the provisions of the Agreement, in addition to all other remedies available at law or in equity.

4.5 **Survival.** The provisions of this section 4 shall continue for so long as either party has knowledge or possession of any Confidential Material owned by the other party and shall, for the avoidance of doubt, survive termination or expiry of the Agreement.

5. **Publicity**

5.1 **Media Announcements and Consultation.** The Partner and LIO shall notify and consult one another before making any formal press or social media statements or responding to media enquiries in relation to the Partner's use of the LIO Platform.

5.2 **Use of Name, Logo, and Joint Promotion.** The Partner grants LIO a revocable, non-exclusive, royalty-free, licence to use the Partner's name and logos on LIO's own website and other online or offline promotional materials for the purpose of promoting the parties' relationship and highlighting the Partner as one of LIO's innovative partners at the Partner's consent. LIO and the Partner, at their discretion shall work together in preparing and delivering presentations promoting the parties' relationship and the LIO Service at relevant conferences, to other Customers/Partners and externally in the form of co-authored reports published online on LIO's and the Partner's website.

6. **Warranties**

6.1 **Mutual Warranties.** Each party warrants to the other party that: (i) it has the necessary power and authority to enter into the Agreement; and (ii) it has not entered into any agreement, understanding, or arrangement that conflicts with the terms of the Agreement.

6.2 **LIO Warranties.** LIO warrants to the Partner that: (i) it shall deliver the LIO Service with a reasonable degree of care, skill and professionalism and with a suitable and sufficient number of competent Personnel; (ii) it shall, in providing the LIO Service, co-operate in good faith with the Partner's reasonable instructions, policies and health and safety rules and regulations, in each case as notified to it in writing; (iii) at the Partner's request, it shall co-operate with third party suppliers where reasonably necessary in relation to the LIO Service; (iv) it shall use reasonable endeavours to implement measures to prevent the introduction of viruses, Trojan horses, worms or other malicious code into the Partner's systems via the LIO Software; (v) there are no pending or current legal actions or proceedings before any court which would materially adversely affect the ability of LIO to provide the LIO Service; (vi) so far as it is aware, the LIO Software does not infringe any third party copyright or trademarks when used in accordance with the Agreement; and (vii) so far as it is aware, the Hardware is fit for the purpose of providing the LIO Services in accordance with the Agreement.

6.3 **Exclusion of Implied Terms.** All statements and representations (other than fraudulent misrepresentations), warranties, terms, and conditions (except for those set out in the Agreement) including any implied by statute, common law or otherwise are hereby excluded to the maximum extent permissible by law.

7. **Hardware**

7.1 **Definition of Hardware.** Definition of Hardware. "Hardware" means the physical equipment provided by or on behalf of LIO to the Partner during the Term to enable the provision of the LIO Service. A non-exhaustive list of Hardware components is set out in Schedule 1 and may be updated by LIO from time to time.

7.2 **Provision of Hardware.** The Partner acknowledges that the Hardware will be required in order for the LIO Service to be provided. LIO shall procure the Hardware and shall make the Hardware available to the Partner for the duration of the Term such that (subject to the remainder of this section 7) it will enable the provision and receipt of the LIO Service. LIO shall do so within the cost of the Fees (i.e. at no additional charge). All right, title and interest in the Hardware shall remain with LIO at all times.

7.3 **Maintenance and Repairs.** Save for damage to the Hardware as covered by section 7.4, all maintenance, repair and replacement of defective Hardware shall be at LIO's cost and shall be carried out in accordance with the SLA.

7.4 **Partner Responsibility for Damage.** The Partner hereby indemnifies LIO against any and all costs, charges, losses or expenses suffered or incurred by or on behalf of LIO in respect of any and all damage to the Hardware (excluding fair wear and tear and any damage caused by LIO Personnel, and subject to clause 7.3) whether during or after the Term while at the Location, including for the avoidance of doubt any costs incurred in repairing such damage or procuring replacement Hardware.

7.5 **Device Specific Provision and Costs.** Specifically in relation to the provision of monitors, tablets, and other handheld devices (as defined in Schedule 1), LIO shall provide one monitor and up to three portable devices per ward. More than three may be provided depending on which software modules are provided to the Partner. In the event of:

(i) Hardware failure of any device, LIO shall provide a replacement device at no cost to the Partner.
(ii) Damage to monitors caused by wear and tear, LIO shall provide the first replacement monitor per ward per year at no cost to the Partner; any subsequent replacements in the same year shall be at the Partner's expense (£500 per device plus VAT)
(iii) Damage to tablets or other handheld devices caused by wear and tear, LIO shall provide the first replacement device per ward per year at no cost to the Partner, and any subsequent replacements in the same year shall be at the Partner's expense (£500 per device plus VAT)
(iv) Loss of any device, LIO shall provide a replacement device at the Partner's expense (monitor £500 plus VAT, tablet, or other handheld device £500, plus VAT).

LIO reserves the right to apply increases to the above hardware replacement fees in line with inflation, as measured by the Consumer Price Index (CPI) published by the UK National Office for Statistics, based on CPI as at December 2022.

7.6 **Recovery of Hardware on Termination.** Upon expiry or termination of the Agreement (or the relevant Order, as applicable) for any reason, LIO (or its designees) shall have the right (but not the obligation) to recover the Hardware from the Location. If LIO wishes to exercise its rights pursuant to this section 7.4 to recover the Hardware, it shall provide the Partner with reasonable notice of the date and time on which it (or its designees) will require access to the Location (or other Partner premises) to recover the Hardware. As between the parties, the Partner shall remain fully responsible for making good the Location (and returning it to a safe and functioning state) following expiry or termination of the Agreement (or relevant Order, as applicable) for any reason.

7.7 **Approved Use of Hardware.** The Partner warrants and undertakes that the LIO Software will be used and installed solely on the Hardware and not on or in conjunction with any other hardware unless approved by LIO in writing.

7.8 **Disclaimer of Hardware Warranty.** Except as expressly set out in the Agreement, The Partner understands that the Hardware will be provided as-is and without warranty from LIO. Any terms in relation to the Hardware, whether implied by statute, common law or otherwise are hereby excluded to the maximum extent permissible by law. LIO will provide such Hardware to the Partner on a pass-through basis and will, where reasonably practicable, provide the Partner with the benefit of any standard warranty offered to LIO by the relevant manufacturer of the Hardware.

8. **Governance**

8.1 **Establishment of Partnership Board.** As soon as reasonably practicable following the Commencement Date, the parties shall establish a joint partnership board comprised of at least one executive sponsor from each party (the "**Partnership Board**").The parties shall ensure that the Partnership Board meets at least quarterly during the Term or at such other frequency as may be agreed (each a "**Partnership Board Meeting**").

8.2 **Responsibilities of the Partnership Board.** The parties agree that the Partnership Board shall be responsible for: (i) oversight of the effectiveness of the partnership and maintaining collaborative working relations between the parties; (ii) identifying ways to harness the LIO Service further to help the Partner improve patient care and staff experience; (iii) ensuring that LIO maintains a current knowledge of the Partner's objectives and purposes in connection with the Agreement, so that the parties align with that direction and strategy; (iv) ensuring each party performs its obligations under the Agreement in a timely and professional manner; (v) reviewing LIO's performance of the LIO Service, including its SLA commitments; (vi) discussing any problems or issues relating to a party's performance and ensuring these are pro-actively managed and promptly resolved in a co-operative manner; and (vii) ensuring the parties identify and manage any risks and issues arising in connection with the Agreement.

8.3 **Escalation and Remediation Process.** If, following any Partnership Board Meeting, the Partner is dissatisfied with the LIO Service and can provide to LIO adequate and demonstrable evidence of material breaches of the Agreement by LIO in the period since the previous Partnership Board Meeting, the Partner shall notify LIO accordingly (providing such evidence) and LIO shall, as soon as reasonably practicable, prepare and submit to the Partner a remediation plan to set out the steps by which it shall address and remedy the causation of such material breach. If LIO fails to comply with the remediation plan, the Partner shall have the right, if it so chooses, to terminate the Order to which the material breach relates on providing LIO with thirty (30) days' written notice.

9. Partner Dependencies

9.1 **Compliance with Legal and Regulatory Requirements.** The Partner shall ensure it complies with all laws, regulations, safety standards and guidance applicable to it and the Partner warrants to LIO that all necessary regulatory consents, ethics applications, approvals and permissions have been obtained (or will be obtained prior to the commencement of the LIO Service) to allow LIO to lawfully and safely provide the LIO Service. Without prejudice to the foregoing, LIO shall use reasonable endeavours to assist the Partner in identifying any such necessary regulatory consents, ethics applications, approvals, and permissions.

9.2 **Operational Responsibilities and Obligations.** The Partner shall comply with the following the Partner dependencies (each of (i) to (ix) being a "**Partner Dependency**"):

(i) promptly provide LIO with all such necessary direction, data, information, co-operation, access, or other facilities, assistance and resources (including but not limited to sufficient broadband or network connectivity which shall meet or exceed the MBS - a minimum broadband speed of (i) 0.16 Mbps per room upload; and (ii) 10 Mbps downlink (total), functioning cabling and power), as LIO may reasonably require to successfully provide the LIO Service;

(ii) ensure that the Key Contact (as identified in the Order Form) is made available at all reasonable times to act as LIO's primary point of contact for the Partner for the duration of the Term;

(iii) assign a suitably qualified project manager to guide the implementation of the LIO Service through to go-live;

(iv) allow appropriate Partner Personnel time to be trained by LIO Personnel on the use of the LIO Software and to take part in feedback workshops to discuss the LIO Software;

(v) comply with all LIO instructions in relation to the treatment and use of the Hardware to ensure it is kept in a condition to enable LIO to be able to provide the LIO Service; and take all steps necessary to ensure the Hardware is kept: (a) secure and safe and without risk to health, and (b) in good working and saleable order (fair wear and tear accepted);

(vi) permit the LIO Platform to send data to LIO's secure servers as necessary for the purposes of the Agreement;

(vii) ensure that the Partner safety standards are met and warrant that the System is safe for use at the Location, including in patient areas;

(viii) provide escorts and other appropriate safety measures for LIO Personnel when working at the Location in patient accessible areas in order to ensure the safety of such LIO Personnel at all times; and

(ix) obtain approval from the Partner's Data Protection Officer for this engagement and the delivery of the LIO Service to the Partner in such form as may be required by the Partner's internal approval procedures.

9.3 **Consequence of Non-Compliance.** If and to the extent LIO is unable to perform any of its obligations under the Agreement due to the Partner's failure to perform or comply with any Partner Dependency, LIO shall be deemed not to be in default of any such obligations and will be relieved from all liability in connection with the same.

9.4 **Cancellation of Implementation Visits.** If during implementation of the LIO Platform, the Partner cancels a planned visit by LIO or one of its sub-contractors within 24 hours of the agreed visit, LIO reserves the right to charge a cancellation fee of £1,000 per cancelled visit.

10. Usage

10.1 **Use Within a Professional Care Framework.** The Partner acknowledges that: (i) at all times it will use the LIO Platform (and any Upgrades and Additional Functionality) in a care environment where a framework exists which mandates periodic

checks of patients by a trained professional to ensure patient safety; and (ii) it has reviewed (and it has ensured all relevant Partner Personnel have reviewed) the instructions for use for the LIO Software as produced by LIO, and as may be updated from time to time, provided LIO notifies the Partner of any such updates (the **"Instructions for Use"**). The Partner undertakes that (iii) it will use the LIO Platform (and any Upgrades or Additional Functionality) solely for the purpose expressly stated in the Instructions for Use; and (iv) it will operate its patient monitoring processes in accordance with the Instructions for Use.

10.2 **No Clinical Substitution.** The Partner: (i) acknowledges and understands that the LIO Platform (and any Upgrades or Additional Functionality) is designed to provide an additional risk monitoring system between authoritative human checks of patients; (ii) undertakes that it shall not use the LIO Platform (and any Upgrades or Additional Functionality) to substitute for any medical or clinical judgment or decisions; and (iii) acknowledges and understands that, save for the Medical Device Software (as defined at section 10.3 below), the LIO Platform is intended for activity monitoring and is not a medical device, is not comprised of medical devices and does not have a medical purpose.

10.3 **Use of Medical Device Software.** The Partner understands that any module of LIO Software expressly specified to be a medical device in LIO Software section of the relevant Order Form), or any module deemed to be classified as a medical device as notified by LIO in writing to the Partner (the "**Medical Device Software**") is classified as a medical device as it holds a medical purpose. The parties acknowledge that: (a) the Partner shall rely on the LIO Platform and the LIO Services as one of a number of tools to make clinical judgments and decisions at the Location; and (b) the Medical Device Software must not be used as the sole basis for making any decisions or recommendations relating to clinical diagnosis, subject care or treatment and decisions or recommendations must be made by a clinician based on broader evidence than the Medical Device Software alone provides.

10.4 **Use of Additional Functionality.** If Additional Functionality is made available to the Partner, then the Partner further acknowledges that: (a) the use of such Additional Functionality may be a pilot scheme; (b) such Additional Functionality will, unless otherwise expressly agreed by LIO in writing, be made available as-is and without any warranties; and (c) the delivery of the LIO Service using such Additional Functionality, including their continual development, is not intended to amount to a clinical investigation of an investigational medical device. The Partner represents and warrants that all Additional Functionality shall be used: (i) in all cases, in accordance with sections 10.1 and 10.2; (ii) where it is Medical Device Software, also in accordance with section 10.3; and (iii) where Instructions for Use exist in respect of that item of Additional Functionality, in accordance with the entirety of section 10.1 and 10.2.

10.5 **Incident and Defect Reporting.** The Partner will promptly notify LIO of any: (i) defect in the LIO Software; or (ii) any incident relating to the LIO Software that causes (or might have caused) harm to any patient (or other person) using or being monitored by the LIO Software.

10.6 **Requests for Clear Video Data.** The Partner acknowledges that requests for LIO to provide Clear Video Data should only be made to support an investigation into a serious incident involving actual or suspected harm to a patient or member of staff. LIO reserves the right to charge an administration fee of £1000 + VAT per request for excessive use of this service (which it may waive at its discretion). Excessive use is deemed to be (i) more than one CVD request for any given ward per calendar month, if (ii) the total number of CVD requests across all the Partner wards exceeds 0.5 per ward per calendar month for the same period.

10.7 **Performance Review Requests.** In respect of Partner requests to investigate the performance of the LIO Software, LIO reserves the right to charge a fair usage fee of £1000 per request for all requests in excess of three per ward per month. Such a fee shall not be applied when the Partner request identifies a performance issue with the LIO Software.

11. Data Protection

11.1 **Processing of Personal Data on Behalf of Partner.** To the extent that LIO processes personal data on behalf of the Partner in connection with the delivery of the LIO Service, such processing shall be governed by the Data Processing Addendum (Annex B to the Order Form), which is incorporated into the Agreement by reference.

11.2 **Processing of Partner Personnel Data as Independent Controller.** LIO may also collect and process personal data relating to Partner Personnel and system users (such as support logs, usage data, and training records) as an independent controller for the purposes of delivering support, account management, and improving the LIO Service. Such processing will be carried out in accordance with LIO's Privacy Notice, available at https://www.liohealth.com/privacy-notice.

11.3 **Anonymised Data.** Where LIO generates or receives data that is anonymised and does not relate to an identified or identifiable individual, such data shall not be considered personal data and may be used by LIO for lawful business purposes, including analytics and service improvements.

12. **Limitation of Liability**

12.1 **Exclusion of Certain Categories of Loss.** Subject to section 12.4 below, to the maximum extent permissible at law, neither Party nor its Personnel shall have liability to the other under or in connection with the Agreement (including all Orders) whatsoever and however arising whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise for: (i) any loss of profits, income, grants or funding; (ii) loss of revenue; (iii) depletion of goodwill, reputation and/or similar losses; (iv) loss or corruption of data or information; (v) pure economic loss; or (vi) any special, indirect or consequential loss, costs, damages, charges or expenses.

12.2 **Exclusion Specific to System Usage and Hardware.** Subject to section 12.4, to the maximum extent permissible at law, LIO and its Personnel shall have no liability under the Agreement whatsoever and however arising whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising out of or in connection with the Agreement (including all Orders) for any claims (including third party claims), damages, costs, expenses and liabilities or any other losses arising from or related to: (i) The Partner's reliance on the LIO Service not strictly in accordance with section 10; (ii) the Hardware or (iii) any cabling issues that do not arise from cabling that LIO has expressly agreed to manage for the Partner in writing.

12.3 **Overall Financial Cap on Liability.** Subject to section 12.4, to the maximum extent permissible at law, in each calendar year of the Agreement, each Party's total aggregate liability whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising out of or in connection with the Agreement (including all Orders) shall in no circumstances exceed the total Fees paid by the Partner to LIO in that calendar year.

12.4 **Non-Excludable Liabilities.** Nothing in the Agreement excludes or limits either Party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any fees due and payable by the Partner to LIO in accordance with the Agreement.

13. **Term and Termination**

13.1 **Agreement Duration.** The Agreement shall commence on the Order Form Start Date of the first Order entered into between the Parties (**"Commencement Date"**) and shall continue in full force and effect unless and until all Orders have expired or been terminated in accordance with their terms, or unless terminated earlier in accordance with this section.

13.2 **Termination by LIO.** LIO may terminate: (i) any individual Order, in accordance with section 2.3; (ii) the Agreement in its entirety, immediately where the Partner commits a material breach which is not capable of remedy; (iii) the Agreement in its entirety where the Partner commits a material breach which is capable of remedy and, having been notified of such breach, fails to take steps to remedy it within thirty (30) days of notification; (iv) any individual Order, on thirty (30) days' notice should the Partner not provide satisfactory collaboration and support as required for service delivery, or fails to meet a Partner Dependency; (v) the Agreement or any individual Order where LIO withdraws all or a substantial part of the LIO Software from its service; or (vi) the Agreement or any individual Order, immediately upon a regulatory or governmental decision which LIO reasonably believes necessitates termination.

13.3 **Termination by Partner.** The Partner may terminate: (i) an individual Order on providing not less than six (6) months' prior written notice to LIO, provided such notice may not expire prior to the Initial Term specified in that Order or any subsequent Renewal Term applicable to that Order; (ii) any individual Order in accordance with the process set out in section 8.3 where LIO has materially breached its obligations under that Order and failed to remedy such breach within thirty (30) days of notice; (iii) the Agreement in its entirety, immediately where LIO commits a material breach which is not capable of remedy or, having been notified of a remediable breach, fails to remedy it within thirty (30) days; (iv) the Agreement in its entirety, immediately upon LIO entering into liquidation, administration or a comparable insolvency proceeding.

13.4 **Effect of Terminating Individual Orders.** For clarity, termination of an individual Order shall not affect the validity of any other Order or the Agreement as a whole, unless expressly stated otherwise. The Agreement shall terminate automatically once all Orders have expired or been validly terminated in accordance with their terms.

14. **Consequences of Expiry and Termination.**

On termination or expiry of the Agreement for any reason: (i) unless otherwise agreed in writing by the parties, all active Orders shall automatically terminate with effect from the termination or expiry of the Agreement; (ii) neither party shall be relieved from any liability or right accrued prior to such termination or expiry; (iii) the Partner shall remain liable to pay any Fees accrued up to the effective date of termination or expiry; (iv) each party shall promptly return or securely delete all materials containing any Confidential Material of the other party that are in its possession or control; and (v) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or

expiry of the Agreement shall remain in full force and effect.

15. **Compliance & Insurance**

15.1 **Security Measures.** LIO shall implement and maintain appropriate technical and organisational measures to ensure the security of the LIO Service, as further detailed in Appendix 3 - Security Measures Appendix to the Annex B: Data Processing Addendum

15.2 **Medical Device Compliance.** LIO shall ensure that, for the duration of the Agreement, the LIO Software modules designated as medical devices continue to comply with applicable medical device laws and regulations in the relevant jurisdiction(s), including any applicable requirements under the UK Medical Devices Regulations 2002 or its successors.

15.3 **Legal and Ethical Compliance.** In performing the LIO Service, LIO shall comply with all applicable laws and regulations, including those relating to anti-slavery, anti-bribery and corruption, equality, and non-discrimination, and shall use reasonable endeavours to prevent fraud and conflicts of interest involving its Personnel. LIO shall notify the Partner promptly upon becoming aware of any material breach of this clause.

15.4 **Background Checks.** LIO shall ensure that its Personnel engaged in delivery of the LIO Service have undergone appropriate background checks, including criminal records checks where required by law or reasonably requested by the Partner.

15.5 **Insurance Requirements.** During the Term, LIO shall maintain appropriate insurance coverage with a reputable insurer in relation to its delivery of the LIO Service, including professional indemnity, cyber liability, and product liability insurance where relevant.

16. **Dispute Resolution**

16.1 **Initial Escalation Procedure.** In the event of a dispute arising under the Agreement, authorised representatives of the parties will discuss and meet as appropriate to try to resolve the dispute within seven (7) days of being requested in writing by any party to do so. If the dispute remains unresolved, it will then be referred to a senior manager from each of the Parties who will use all reasonable endeavours to resolve the dispute within a further fourteen (14) days.

16.2 **Mediation via CEDR.** In the event a dispute still cannot be resolved having taken the action described in section 16.1 above, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice of alternative dispute resolution in writing ("**ADR Notice**") to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.

16.3 **Preservation of Litigation Rights.** Nothing in this section shall limit the rights of the Parties to commence or continue court proceedings in accordance with section 17.12.

17. **Miscellaneous**

17.1 **Operational Notices.** Any operational notice from LIO relating to the LIO Service (including notification of changes to the Instructions for Use) may be sent by email to the Partner or otherwise may be delivered via notices and pop-ups on the LIO Platform.

17.2 **Legal Notices.** Any legal notice: (i) relating to extending or altering the terms of the Agreement, shall be in writing by email; or (ii) relating to the termination of the Agreement (or an Order, as applicable) or in relation to any dispute or actual or potential legal claims or actions relating to the Agreement, shall be in writing and shall be sent by pre-paid first class post or courier to the registered office of the recipient or to such other address subsequently notified by the parties to each other in writing (with a copy by email).

17.3 **Severability.** If any provision of the Agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction from whose decision no appeal is made within the applicable time limit, then the provision shall be omitted and the remaining provisions of the Agreement shall continue in full force and effect.

17.4 **No Waiver.** Failure or delay by either party to exercise any right or remedy under the Agreement shall not be deemed to be a waiver of that right or remedy or prevent the Party from exercising that or any other right or remedy on any occasion.

17.5 **Entire Agreement.** The Agreement, including all Orders, Annex A (Service Terms), Annex B (Data Processing Addendum), and Annex C (Service Level Agreement) constitutes the entire agreement and understanding of the Parties with respect to

its subject matter and supersedes all prior agreements, negotiations, representations or understandings, whether written or oral, relating to the subject matter. Each Party acknowledges that In entering the Agreement, it does not rely on any statement, representation, or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement, provided that nothing in this clause shall exclude or limit liability for fraud or fraudulent misrepresentation.

17.6 **No Implied Rights in IP.** Except as expressly set forth in the Agreement, no Party grants to any other Party by implication, estoppel or otherwise, any right, title, licence, or interest in any Intellectual Property Right.

17.7 **Amendments.** No change shall be made to the Agreement except in writing signed by the duly authorised representatives of both parties.

17.8 **No Agency or Partnership.** Nothing in the Agreement shall create or imply an agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other Party nor shall either Party have or represent that it has any authority to make commitments on behalf of the other.

17.9 **Further Assurances.** Each Party shall, as and when requested by the other Party, do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of the Agreement.

17.10 **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under the Agreement (other than an obligation to pay any sums due) which is caused by a Force Majeure Event. A **"Force Majeure Event"** means circumstances beyond the reasonable control of a party, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots; war, threat of or preparation for war; armed conflict; imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; compliance with any law or governmental order, rule, regulation or direction; collapse of buildings, fire, explosion or accident; labour or trade disputes, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; or interruption or failure of utility services. If a Party is unable to perform any of its obligations for more than ninety (90) days due to a Force Majeure Event, the other Party may terminate the Agreement by giving fourteen (14) days' written notice.

17.11 **No Third-Party Rights.** The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to the Agreement and nothing in the Agreement shall confer on any third party the right to enforce any provision of the Agreement.

17.12 **Governing Law and Jurisdiction.** English law shall govern the Agreement, including without limitation, its formation, validity, construction, performance and any non-contractual causes of action arising out of or in connection with the Agreement and the parties submit irrevocably to the exclusive jurisdiction of the English Courts in relation to the same.

17.13 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all the counterparts shall together constitute the same agreement. If the Agreement is executed in counterparts it shall not be effective unless and until each Party has executed and delivered a counterpart to each of the other Parties.

SCHEDULE 1
Service Schedule

LIO Service Elements	**Installation:** Working in partnership to install the LIO Platform into the wards. Installation takes place in four phases: 1. Pre-installation: joint site survey to confirm equipment locations and agree connectivity arrangements, agree installation plan and safe working regime; LIO procures and prepares equipment. 2. Installation: Partner responsible for: cabling and fixing secure housings (including anti-pick mastic/pick-proof caulk) to the walls in each room, providing connectivity (i.e. broadband, Wi-Fi), all to an agreed schedule LIO responsible for: installing the camera and other equipment within the housing, installing the servers and monitors, all to an agreed schedule. 3. Launch Readiness: LIO configures and calibrates the LIO Platform. LIO monitors and assesses performance of the LIO Platform prior to formalising a Launch plan with the Partner. 4. Launch: LIO puts the LIO Platform into live operation on an agreed date (subject to education and training having been completed). **Implementation:** Working in partnership to embed the LIO Platform into the clinical & operational ways of working on the wards. Includes: - Defining the protocols/policies for use of the LIO Platform. - Designing the engagement and training plans and timescales, including staff and service user communications. - Running staff engagement, education, and training sessions (maximum 3 sessions per ward). - Implementing a train-the-trainer scheme through "LIO Champions." - Provide on-going customer service/support via multiple channels (24/7). LIO may provide elements of on-going customer service/support through third party sub-contractors. **Governance:** Working in partnership to govern the overall project, including acting as an issue and risk escalation forum to ensure the installation and implementation are delivered in a timely manner. **Benefits realisation:** If support is required, LIO can support the Partner to define the benefits realisation plan (including evaluation metrics, evaluation methodologies, data collection approaches), share resources of data collection templates, and support with data analysis and publication.
Additional Functionality	As well as Upgrades, LIO is constantly working to extend and improve the LIO Platform by developing Additional Functionality. LIO may offer any Additional Functionality to the Partner as and when it becomes commercially available, in accordance with the terms of the Agreement.
Hardware	Any hardware made available to the Partner by or on behalf of LIO during the Term to enable the provision of the LIO Service, including but not limited to: ● Ambient monitoring unit; ● Camera; ● Infra-red illuminators; ● Power supplies; ● Switches; ● UPS; ● Monitors (one per ward); ● Servers; and ● Tablets and other handheld devices (up to three per ward).
Platform Implementation	LIO works in partnership with the Partner to deliver the LIO Service. The LIO Service Elements run in parallel according to the following high-level implementation plan: ● **Pre Installation**: The Partner and LIO will work together to confirm the installation plan and timings. The Partner is responsible for ensuring that cabling, network connectivity, power, and all other prerequisites for delivery of the LIO Service are in place. ● **Installation:** Installation of all hardware components in the rooms, nurse station and server rooms will be completed.

	• **Launch Readiness:** LIO will configure each room with the selected functionality and remotely check the performance of the LIO platform to confirm readiness before launch. This Stage is intended to last approximately 3-4 weeks (extendable if LIO are not satisfied the LIO Platform is ready. If during the course of the implementation process, LIO deems that it cannot successfully deliver one or more of the software modules to any of the patient rooms at the Location, it shall inform the Partner in writing, and remove either (i) the relevant software module from the relevant room or (ii) the entire room from the platform.. • **Launch:** The LIO Platform will go live in the Rooms ("**Go-Live**"). • **Post Launch:** From time to time, LIO may provide Upgrades to the Partner and may offer Additional Functionality to the Partner in accordance with section 1.4 and 1.5.

Schedule 2

Generated Data Guide

1.1 In delivering the LIO Service to the Partner, several data sets will be generated. For the purpose of the Agreement, data sets marked as Non-Personal and owned by LIO (such as ERVD, APD, and SPD) are referred to as LIO Generated Data, provided such data is not linked to an identified or identifiable individual. This aligns with clause 3.2 of the Service Terms. This Guide explains each data set and how it will be used. Unless otherwise stated, all capitalised terms used in this Guide have the meaning given to them in the Service Terms. For Personal Data (including CVD and PHRD), processing purposes, safeguards, and retention periods are governed in full by the Data Processing Addendum (Annex B), which takes precedence in the event of any conflict with this Schedule.

Data Category	Personal data or non-personal data	Ownership	Description and data uses	Retention and storage
"Personally Identifiable Clear Video Data" ("CVD")	Personal Data	Partner	Raw video or still footage captured automatically by the LIO Platform, which contains images of identifiable individuals, is considered Clear Video Data (CVD) and constitutes Personal Data. CVD is processed by the LIO Software for the delivery of the LIO Service, including generating derived data such as AVD, APD, and UIOD. All processing of CVD is governed by the Data Processing Addendum (Annex B), including retention, access, and deletion protocols.	As set out in the Data Processing Addendum (Annex B). Where applicable, day-to-day processing may involve short-term local storage, and Partners may request secure retention or transfer of limited CVD clips in accordance with documented incident handling procedures.
"Empty Room Video Data" ("ERVD")	Non-Personal	LIO	ERVD is single frames of raw video footage generated by the LIO Platform which does not contain images of identifiable individuals. It is used by LIO to support configuration, investigate performance issues, and improve the LIO Software. The system uses AVD and APD to confirm the absence of individuals. ERVD is classified as LIO Generated Data for the purposes of clause 3.2 of the Service Terms.	Stored at the Partner location for up to 24 hours and transferred to LIO secure servers when retained for configuration or performance purposes. May be retained indefinitely.
"Anonymised (Blurred) Video Data" ("AVD")	Non-personal	Partner	AVD is created by the LIO Platform through automatic blurring of raw video footage. Although the blurring process is irreversible, LIO uses AVD to support service delivery, address performance issues, and improve the LIO Software, in accordance with the Agreement.	AVD is stored on the local server at the Partner location until it has been uploaded to the Remote server (AWS UK) where it is retained for up to one month. In limited cases, small subsets may be retained for longer where necessary to support configuration, quality assurance or improvement of the LIO Software.
"User Interface	Non-personal	Partner	UIOD is a representation of data provided to clinicians via the LIO user interface, including alerts, sleep states, location information, and vital signs	Stored on the local secure server at the Partner location and backed up to LIO's remote servers

Output Data" ("UIOD")			such as heart or breathing rate. UIOD is used by LIO to support the delivery of the service, investigate system issues, and assist the Partner with incident reviews. It may also be used to generate reports and insights for the Partner.	(AWS UK). Retained for the duration of the Agreement or until no longer required for the purposes described, whichever is sooner.
"Algorithm Processed Data" ("APD")	Non-personal	LIO	APD consists of numerical results produced at various stages of algorithmic processing by the LIO Platform. LIO uses APD for service delivery, performance analysis, and software improvement. APD is classified as LIO Generated Data for the purposes of clause 3.2 of the Service Terms.	Stored on the local secure server at the Partner location and backed up to LIO's secure remote servers (AWS UK) where it is retained for up to one month. In limited cases, small subsets may be retained for longer where necessary to support configuration, quality assurance or improvement of the LIO Software.
"Patient Health Record Data" ("PHRD")	Personal Data	Partner	PHRD consists of patient-related data generated either by the Partner or by the LIO Software during the use of certain LIO Software modules. It may include information such as patient identifiers, observation protocols, vital signs, and other clinical data relevant to patient care. PHRD is used by clinical staff to support the management and care of patients.	As set out in the Data Processing Addendum (Annex B), PHRD is stored on the local server and backed up to the remote server (AWS UK) during the patient's stay and retained for a limited period post-discharge for data recovery and continuity purposes. PHRD may also be transferred securely to the Partner's EPR system.
"Staff Identification Data" ("SID")	Personal Data	Partner	SID includes the names, email addresses, or other identifiers of Partner Personnel who interact with the LIO Software. SID is processed to enable access control to specific features, support audit trails of user activity, and maintain an accurate record of staff-generated content (e.g. digital observations or reports).	As set out in the Data Processing Addendum (Annex B). SID is typically stored on the local secure server and backed up to the remote server (AWS UK) to support continuity and restoration.
"System Performance Data" ("SPD")	Non-personal	LIO	SPD consists of system and user interface diagnostic information generated by the LIO Platform. SPD may be used by LIO to address potential performance issues and to monitor and improve the performance, stability, and functionality of the LIO Software. SPD is classified as LIO Generated Data for the purposes of clause 3.2 of the Service Terms.	Stored on LIO's secure servers (including the Remote server hosted on AWS UK) and retained only for as long as necessary to fulfil the support, diagnostic, and improvement purposes.

1.2 Certain data types labelled as Non-personal in the table above, such as AVD and UIOD, may be considered Partner Personal Data under applicable Data Protection Legislation where LIO holds and can access related Personal Data (such as CVD or PHRD) for the same time period in a form that would enable re-identification. In such cases, LIO shall not undertake any processing of the data other than to resolve performance issues in relation to a specific patient room, or as otherwise instructed in writing by the Partner. For clarity, this section does not apply to ERVD, APD, or SPD, which are classified as *LIO Generated Data* under clause 3.2 of the Service Terms and remain owned by LIO.

1.3 For the purposes of this Schedule, Non-Personal Data includes data types owned by the Partner (such as UIOD and AVD) and data types owned by LIO (ERVD, APD, and SPD), as described in the table above. LIO may use Non-Personal Data during the Term to monitor service performance, support configuration, and improve the LIO Software, in accordance with

clause 3.2 of the Service Terms. Nothing in this Schedule entitles either party to access or use the other's Non-Personal Data beyond what is necessary to deliver or receive the LIO Service, unless otherwise agreed.

1.4 LIO shall retain all rights, title, and interest in ERVD, APD, and SPD. For the avoidance of doubt, Algorithm Processed Data and System Performance Data constitute LIO Confidential Material.

1.5 At the end of any Contract or Order Form term, the Partner may download available data exports from LIO (e.g. activity reports, vital signs reports). All other Partner data will be deleted in accordance with the applicable retention periods and data deletion procedures set out in this Schedule and the Data Processing Addendum.

ANNEX B: DATA PROCESSING ADDENDUM (DPA)

This Data Processing Addendum ("DPA") forms part of the Agreement between LIO and Partner named in the Order Form and applies to the extent LIO processes Partner personal Data as a processor on behalf of the Partner. For the purposes of this DPA, "Agreement" means the Order Form signed by the parties, together with its annexes (including this DPA).

1. Definitions

Unless otherwise defined in this DPA, capitalised terms have the meanings given in the Agreement or the UK GDPR.

- **"Data Protection Legislation**" means all applicable laws and regulations relating to privacy and the processing of personal data, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 and/or any equivalent replacement or amending legislation from time to time.
- **"UK GDPR"** means the retained EU law version of the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018.
- **"Partner Personal Data"** means personal data processed by LIO on behalf of the Partner in connection with the LIO Service.
- The terms **"Personal Data", "Processing", "Controller", "Processor"** and **"Data Subject"** shall have the meanings given to them in the Data Protection Legislation.

2. Roles and Scope

2.1 The Partner is the Controller and LIO is the Processor in respect of Partner Personal Data processed under the Agreement.
2.2 This DPA applies only to processing activities undertaken by LIO on behalf of the Partner in the provision of the LIO Service.
2.3 Each Party shall comply with the Data Protection Legislation in connection with the Agreement.

3. Description of Processing

A description of the categories of data subjects, categories of personal data, processing activities, and purposes is set out in Appendix 1 to this DPA.

4. Partner Warranty and Instruction

4.1 Partner warrants and represent that (a) in performing its obligations under this Agreement it shall comply with the Data Protection Legislation; and (b) its making available the Partner Personal Data to LIO and any subsequent instructions to LIO in respect of the Partner Personal Data shall be lawful.
4.2 Partner instructs LIO to process the Partner Personal Data as set out in Appendix 1 and as necessary to perform the LIO Service in accordance with this Agreement.

5. LIO's Obligations

5.1 LIO shall:

a) process the Partner Personal Data only for the purposes of and in accordance with documented instructions contained in this Agreement or received from the Partner from time to time. If applicable law prevents LIO from complying with this section 5.1 (a), LIO shall inform the Partner of the relevant legal requirement (unless prohibited Law);
b) only disclose Partner Personal Data to third parties where specifically authorised in writing by the Partner unless required by court order or applicable law, in which event LIO shall notify the Partner before processing the Partner Personal Data unless prohibited by Law;
c) not use any Partner Personal Data for the purposes of marketing or advertising;
d) ensure the reliability of LIO personnel with access to Partner Personal Data, and that they are subject to appropriate confidentiality obligations;
e) implement appropriate technical and organisational security measures to protect the Partner Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure (see Appendix 2);
f) taking into account the nature of the processing and the information available to LIO, provide reasonable assistance to the Partner to allow the Partner to comply with its obligations as a Data Controller in respect of Data Subject's rights requests, security obligation, breach notification, data protection impact assessments, and prior consultations with the supervisory authorities;
g) notify the Partner within seventy-two (72) hours and without undue delay upon becoming aware of a personal data breach affecting any Partner Personal Data;

h) notify the Partner within two (2) days of any communication received by or for LIO which relates to the Partner's compliance with Data Protection Legislation; and
i) at the election of the Partner, delete or return Partner Personal Data at the end of the Agreement, unless retention is required by law.

6. Sub-Processors

6.1 LIO may appoint sub-processors to process Partner personal Data in order to provide the LIO service, providing that LIO has entered into a written agreement with the sub-processors imposing data protection obligations that are at least as restrictive as the obligations in this DPA.
6.2 A list of authorised sub-processors is available in Appendix 2 and includes entities providing infrastructure, support, and system hosting services.
6.3 LIO shall notify the Partner of any changes to sub-processors at least 14 days in advance, thereby giving the Partner sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s).

7. International Transfers

7.1 LIO shall not transfer Partner Personal Data outside the UK without:

a) An adequacy decision;
b) Appropriate safeguards under the UK GDPR (e.g. UK International Data Transfer Agreement (IDTA) or Standard Contractual Clauses with UK Addendum (SCCs)); or
c) Reliance on a derogation where permitted.

For the avoidance of doubt no patient personal data will be stored on servers outside the United Kingdom.

8. Audits

8.1 LIO shall make available information necessary to demonstrate compliance with its obligations and, at the Partner's request, allow for audits or inspections by the Partner (or its third-party auditor, bound by confidentiality) during business hours and on reasonable advance notice (excluding access to confidential or commercially sensitive information of LIO and/or its other customers and partners).

9. NHS-Specific Requirements

9.1 Where the Partner is an NHS Organisation

a) LIO shall comply with the NHS Data Security and Protection Toolkit and relevant NHS guidance and policies.
b) LIO's processing of data must also comply with NHS confidentiality and security obligations, including records management and retention practices aligned to NHS Records Management Code of Practice.

10. Liability and Indemnity

Each Party shall be liable to the other for any breaches of this DPA in accordance with the liability provisions in the Agreement.

11. Term and Termination

This DPA shall remain in force for the term of the Agreement and shall terminate automatically upon expiry or termination of the Agreement.

APPENDIX 1 – DESCRIPTION OF PROCESSING

The personal data processing activities carried out by LIO under this Agreement are as follows:

1. **Subject matter**

   Provision of the LIO Services and performance of LIO's obligations as described in this Agreement.

2. **Duration of the processing**

   The Term of this Agreement.

3. **Nature and purpose of the processing**

   The general nature and purpose of the processing is to enable LIO to provide the LIO Services to Partner in accordance with this Agreement. The specific purpose for which LIO is appointed and authorised to process Partner Personal Data are stated in the table in paragraph 4 below.

   The LIO Service involves the recording of individuals in hospital rooms in order to enable Partner to improve its patient care and safety monitoring.

4. **Categories of data subjects, types of personal data, purposes and retention period**

Category of data subject	**Description of Partner Personal Data**	**Purposes for which the data may be processed by LIO**	**Retention period**
Any living individuals who enter the field of view of any camera forming part of the LIO Platform while the LIO Platform is in operation, including patients and Partner Personnel.	Clear Video Data (CVD)	**Scenario 1 (day-to-day operation):** The following, by automatic operation of the LIO Platform at the Location: ● capture of CVD by the camera; ● storage of CVD at the Location;* ● creation of AVD from CVD; and ● application of algorithms to the CVD to create other data types in order to generate outputs for the clinical staff. **Scenario 2 (Serious Incident Review)*:** The following by LIO acting either via remote access or attendance at the	**Clear Video Data processed automatically and stored on the LIO Platform at the Location (Scenario 1)*:** CVD is encrypted to the AES256 standard and stored on the LIO Platform at the Location on a "rolling buffer" of 24 hours. **Clear Video Data provided to partner for Serious Incident Review (Scenario 2)*:** CVD is clipped and saved to the local server located at partner site and is securely deleted once the data is transferred to partner (No longer than 30 days). No CVD is retained by LIO.

		Location: a) Protection from deletion and subsequent transfer of Clear video Data to either (i) secure storage medium or (ii) third party secure electronic transfer service (such as Egress) for delivery to the Partner to fulfil LIO's obligations in accordance with Annex A Section 10.6 and Annex C Service Level Agreement.	
Any staff using LIO software modules which require staff to enter identification data (SID)	SID may include the names, email addresses, and other key identification data of Partner staff members	1. SID is input by Partner staff and processed by the LIO Software to enable access controls to certain elements or modules of the LIO Software 2. SID may also be stored as a backup in LIO's secure cloud servers (based in the UK) to provide service continuity and restoration in the event of hardware failures and other disaster scenarios.	SID is stored on the local secure server at Partner location and retained while there is an associated record and for a further 24 hrs after the user last logged in* after which it is deleted by the system. It is additionally backed up to a remote server (AWS – UK) for a further 30 days before being deleted. *The associated data may include a Recent Incident Review record or patient observation data created by staff using the LIO Platform
Any Patients whose Patient Health Record Data (PHRD) is processed by the LIO Software	Patient Health Record Data (including e.g. patient name, unique identifier, vital signs, and data relating to observations, location, presentation, risk etc)	1. The LIO Software captures and stores PHRD when it is manually inputted by Partner staff via the LIO User Interface. This may include patient identification data, risk and observation protocol data, and other data such as patient location and presentation. 2. The LIO Software captures and stores PHRD when it is pulled directly from the Partner Electronic Patient Record (EPR) system via direct secure connection 3. The LIO Software generates and stores elements of PHRD when a clinician undertakes a vital signs reading via the LIO Software 4. The LIO Software transfers PHRD to the Partner EPR as part of Partner's routine patient record keeping. This may be done either via direct secure connection	PHRD is stored on the local server, and backed up to the remote server (AWS UK) for the duration of the patient's stay, and, following the notification to the system by Partner personnel of a patient's discharge, for an additional period of up to 28 days on the local server and 30 additional days on the remote server (AWS UK) for the purpose of providing data backups to Partner. Thereafter it is deleted from both the local server and remote server. PHRD may also be transferred back to the Partner EPR via a secure connection with retention defined and managed by the Partner.

		to the EPR, by emailing of pdf outputs of the PHRD from the LIO Software to the appropriate team within the Partner organisation, or by transferring pdf outputs to the Partner via a secure electronic transfer service (such as Egress). 5. PHRD may be used to generate reports and analysis for Partner staff, for example, indicating protocol adherence. These reports and analysis may be undertaken automatically by the LIO Software or may require manual input and data manipulation involving PHRD by members of the LIO team. This may involve PHRD being transferred by secure internet connection to the Remote Servers (AWS – UK) and to LIO Secure Services at LIO premises.	

**** CVD Retention Note:*** *Relevant only where Partner opts to maintain a rolling CVD buffer. Where a rolling buffer is not operated, zero CVD is stored or retained unless specifically instructed by the Partner.*

Note on identifiability of non-personal data:
Certain types of data generated by the LIO Software that are ordinarily considered non-personal (e.g., anonymised or statistical outputs) may be considered personal data under the Data Protection Legislation where LIO holds and can access other Partner Personal Data (such as identifiable video or patient health data) for the same time period in a form that would enable re-identification. In such cases, LIO will only process the data as necessary to resolve specific system performance issues relating to a particular patient room or as otherwise instructed in writing by the Partner.

APPENDIX 2 – SUB-PROCESSORS

Sub Processors

LIO may, from time to time, use one or more of the following sub processors in processing Partner Personal Data. The general nature of these sub processors is that of generic software or service tools which are used by LIO employees in the day-to-day operation of the business.

Note: Patient personal data is only processed by Amazon Web Services (for secure backup of PHRD) and Egress (for encrypted transfer of CVD to the Partner). All other sub-processors listed below are involved solely in the processing of Staff Identification Data (e.g., for configuration, communication, or support). Sub-processors do not access or view Clear Video Data (CVD); only Egress handles CVD in encrypted form for secure transfer, under LIO's instruction.

Third Party Sub Processor	Purpose	Sub-processor data centre location	Transfer Mechanism for International organisations or transfers to 3rd countries
Amazon Web Services	Secure cloud storage of data required to support: Initial configuration of the software Usage and performance monitoring Providing reports to customers Provide backup and restoration of the service Issue resolution	• UK (UK Customers) • Sweden (Sweden Customers) • US (US Customers)	• Data is localised in country of customer location
Egress Software Technologies Ltd	Secure transfer of data (including personal data) from the LIO Platform to the Partner.	• UK (UK Customers) • US (US Customers)	• Data is localised in country of customer location
Airtable	Storage of customer configuration logs and training evaluation records which may include Partner Personnel Data (name, role, email address))	• United States	• Airtable stores data on AWS servers located in the US, relying on standard contractual clauses and UK addendum.
Gitlab AWS	Site configuration – configuration of default recipients for reports. (email address only)	• United States • European Union	• Gitlab data stored on US servers relies on standard contractual clauses and UK Addendum • AWS data is localised in the country of customer location.

LIO engages the following sub-contractors to support with installation at customer sites and to provide first line support on the 24/7 support line. Sub-contractors may use tooling to process Clear Video Data (CVD) to clip (save) it where required for issue resolution, but do not have access to view the data.

Third Party Sub Contractor	Purpose	Location	Transfer Mechanism
3C Online	24/7 support	• United Kingdom • United States • Sweden	N/A data localised in the UK
Aceda; BDR Group; 2580 Group Ltd; Webbs Network Ltd	Customer Installation (staff contact information only)	• United Kingdom	N/A data localised in the UK

APPENDIX 3 – SECURITY MEASURES

LIO implements and maintains appropriate technical and organisational security measures to protect Partner Personal Data in accordance with Article 32 of the UK GDPR, relevant NHS guidance (including the Data Security & Protection Toolkit), and ISO/IEC 27001. These include, but are not limited to, the following controls:

1. Access Controls:

- Role-based access with least-privilege enforcement and segregation of duties
- Multi-factor authentication for administrative and support access
- Strict access logging and regular access rights reviews.
- Onboarding/offboarding processes linked to HR systems.

2. Encryption and Data Protection

- End- to-end encryption of data in transit using TLS 1.2+.
- AES-256 encryption at rest for stored Clear Video Data and GUI database (SID, UIOD and PHRD).
- Encrypted backups stored in secure environments.
- Cryptographic key management in line with ISO 27001 Annex A Controls.

3. Network and Infrastructure Security

- Network segmentation to isolate production systems from development/test systems .
- Secure VPN and bastion host access to production infrastructure
- Firewalls and monitoring tools.
- Regular penetration testing and vulnerability scanning with documented remediation.

4. Data Centre and Hosting Controls

- Partner data is hosted either on local servers located on customer premises, managed by LIO with strict logical security controls and in AWS cloud environments located in the customer region (e.g. UK for UK customers) for secure backups or performance monitoring
- Local servers are physically secured within Partner-managed facilities with restricted access policies and hardware-level safeguards infrastructure
- AWS environments are configured to align with ISO/IEC 27001, NHS Digital Cloud Security Principles, and LIO Internal Information Security and Privacy Management System.
- High-availability architecture, backup routines, and environmental safeguards (e.g. UPS, temperature monitoring) are applied where appropriate.
- Personally identifiable Clear Video Data never leaves a customer's physical site without the explicit consent of the customer, and then only for purposes specified by the customer.

5. Monitoring and Incident Management

- 24/7 alerts for system anomalies and unauthorised access attempts.
- Security incident response process aligned with ISO/IEC 27035 and NHS guidelines.
- Notification of personal data breaches to the Partner without undue delay.

6. Personnel and Organisational Measures

- Background screening of employees with access to Personal Data.
- Mandatory annual security and privacy training.
- Clear disciplinary processes for security breaches.

7. Software Development and Change Control

- Secure software development lifecycle (SSDLC) including code reviews and static analysis.
- Separate environments for dev, test, and production.
- Changes subject to approval, testing, and rollback procedures.

8. Data Handling and Retention

- Data minimisation and purpose limitation embedded in system design.
- Automated data retention and deletion mechanisms where applicable

9. Supplier and Sub-Processor Management

- Security risk assessments during onboarding and periodic review
- Contracts with sub-processors include equivalent data protection and security obligations.
- Access by sub-processors is strictly limited to what is necessary for their role.

This appendix is subject to updates where reasonably necessary to maintain compliance with applicable law or best practice. Where updates materially reduce protection, LIO will notify the Partner.

ANNEX C: SERVICE LEVEL AGREEMENT

All capitalised terms used in this Service Level Agreement ("**SLA**") shall have the meaning given to them in the "Agreement" entered into between LIO and Partner for the provision of the LIO Service.

1. **Service Commitments**

1.1 During the Term, LIO shall provide support and maintenance for the LIO Service in accordance with this SLA aiming to respond to and resolve any issues that may arise with the LIO Service. These services are provided to Partner without additional charge such that the cost of support and maintenance is included within the Fees.

1.2 As part of the support services, LIO shall make available to Partner a 24/7 support hotline (the "**24/7 Support Line**") for Partner to report serious issues and submit Clear Video Data requests in accordance with the table set out below. Such 24/7 support hotline may be provided by a third-party sub-contractor with whom LIO shall enter into a suitable data processing agreement.

1.3 Provided Partner complies with its procedures as set out below (e.g. notification, provision of assistance and information etc.) LIO shall use reasonable endeavours to meet or exceed the following target response and resolution commitments.

1.4 For the purposes of the following table, the following words and expressions shall have the meanings set out below:

a. **"Incident"** means any incident where there is an unplanned interruption to or quality reduction (in accordance with its specification) that adversely impacts the use of the LIO Platform by Partner Personnel for the defined purpose in the Location;

b. **"Security Incident"** means any actual or reasonably suspected accidental or unlawful unauthorised disclosure of, or access to, Partner Data from the LIO Platform at the Location (as described in Annex A Schedule 2 – Generated Data Guide) transmitted, stored or otherwise processed by LIO; and

c. "**Resolved**" means, following an Incident, when the LIO Platform is working in accordance with its specification and does not adversely impact the use of the LIO Platform by Partner Personnel for the defined purpose in the Location and "Resolve" and "Resolution" shall be construed accordingly.

Scenario	Resolution steps
The LIO Platform is not operational for the full ward	• Partner Personnel to log Incident with LIO immediately on 24/7 Support Line. • LIO to resolve Incident within 24 hours (7 days a week) unless the Incident is unrelated to the LIO Platform and based on Partner providing immediate access to the Location, if required.

The LIO Platform is not operational for one or more rooms	• Partner Personnel to log Incident with LIO immediately. • LIO to resolve "technical faults" remotely, if possible, within 1 working day, (if incident is reported Monday to Friday), or next working day (if incident is reported Saturday to Sunday). • LIO to resolve "hardware faults" related to the LIO Platform within 72 hours (7 days a week), provided immediate access to Location, if required.
One or more of the user interfaces is not operational (but there is an alternative user interface that is operational)	• Partner Personnel to log Incident with LIO. • LIO to resolve "technical faults" remotely, if possible, within 1 working day (if incident is reported Monday to Friday) or next working day (if incident is raised Saturday to Sunday). • LIO to resolve "hardware faults" within 72 hours (7 days a week), provided immediate access to Location, if required.
The staff perceive a reduction in performance of the LIO Platform's functionality that is not in accordance with its specification	• Partner Personnel to log Incident with LIO. • LIO to resolve within 72 hours (7 days a week), including explaining to Partner Personnel when LIO Service is performing as expected. If the resolution requires a software patch or release of a new version, LIO will use "best efforts" to resolve as quickly as possible working in partnership with Partner Personnel.
Partner requests Clear Video Data	• Partner Personnel to log request with LIO immediately on 24/7 Support Line, including all relevant information required to action the request (room and time details). Any requests received more than 18 hours from the time of the required video clip will be delivered on a "best efforts" basis and are not guaranteed, due to the time required to process the request. • LIO to clip data remotely. • LIO to securely deliver data clip as an encrypted video file within 72 hours of an authorised request (if request raised and authorised Monday 00:00 to Thursday 17:30) or 96 hours of an authorised request (if request raised and authorised Thursday 17:31 to Sunday 23:59) to Partner in line with Partner Clear Video Data request protocol – provided Partner provides immediate access to the Location and Partner Personnel to collect and deliver the Clear Video Data.
There is damage to secure housing unit in a patient room (showing "interfered with" status on the LIO Platform)	• If applicable (e.g. the housing is dirty and needs cleaning), Partner Personnel to follow cleaning instructions. • If there is damage to the housing that cannot be rectified through cleaning, Partner Personnel to log Incident with LIO. Partner Personnel in partnership with LIO to resolve within 72 hours (7 days a week) provided Partner provides immediate access to Location, and where replacement of secure housing unit is required, availability of Partner Personnel or their approved subcontractor to resolve.

each LIO service commitment in the above table being a "**Service Level**".

1.5 Where Partner has reported an issue with the LIO Service, it shall promptly provide to LIO such output and other data, documents, information, assistance and access, as are reasonably necessary to assist LIO in responding to the report, reproducing the issue or resolving the issue and/or developing a workaround

2. **Service Level faults**

2.1 If LIO fails to meet a Service Level (a "**Service Level Failure**"), Partner shall have the right to report the Service Level Failure to the Partnership Board for review (and if necessary resolution and remediation) at the next Partnership Board Meeting. If Partner (acting reasonably and in good faith) considers the Service Level Failure to be a material breach of the Agreement, Partner shall have the right to call an extraordinary Partnership Board Meeting by notifying LIO of the request in writing ("**Extraordinary Notice**"). The parties shall use reasonable endeavours to hold an extraordinary Partnership Board Meeting within fourteen (14) days of LIO's receipt of an Extraordinary Notice. The rights granted in this paragraph and Annex A Section 8.3 shall be Partner's sole and exclusive remedy for any Service Level Failure.

2.2 LIO shall not be liable for any Service Level Failure, outage or unavailability of the LIO Service arising as a result of: (i) a failure by Partner to perform or comply with any Partner Dependency or any of the activities set out in the table above or (ii) a Force Majeure Event; or (iii) any cabling issues that are not related to cabling that LIO has expressly agreed with the Partner to manage in writing. For the avoidance of doubt, Partner is responsible for investigating and rectifying any suspected issues with cabling it provides or is responsible for (save as agreed with LIO that LIO will manage).