



**Be in control of your
patient flow**

Typical Agreement
concerning the Klinik Access Software

A. Parties and Purpose

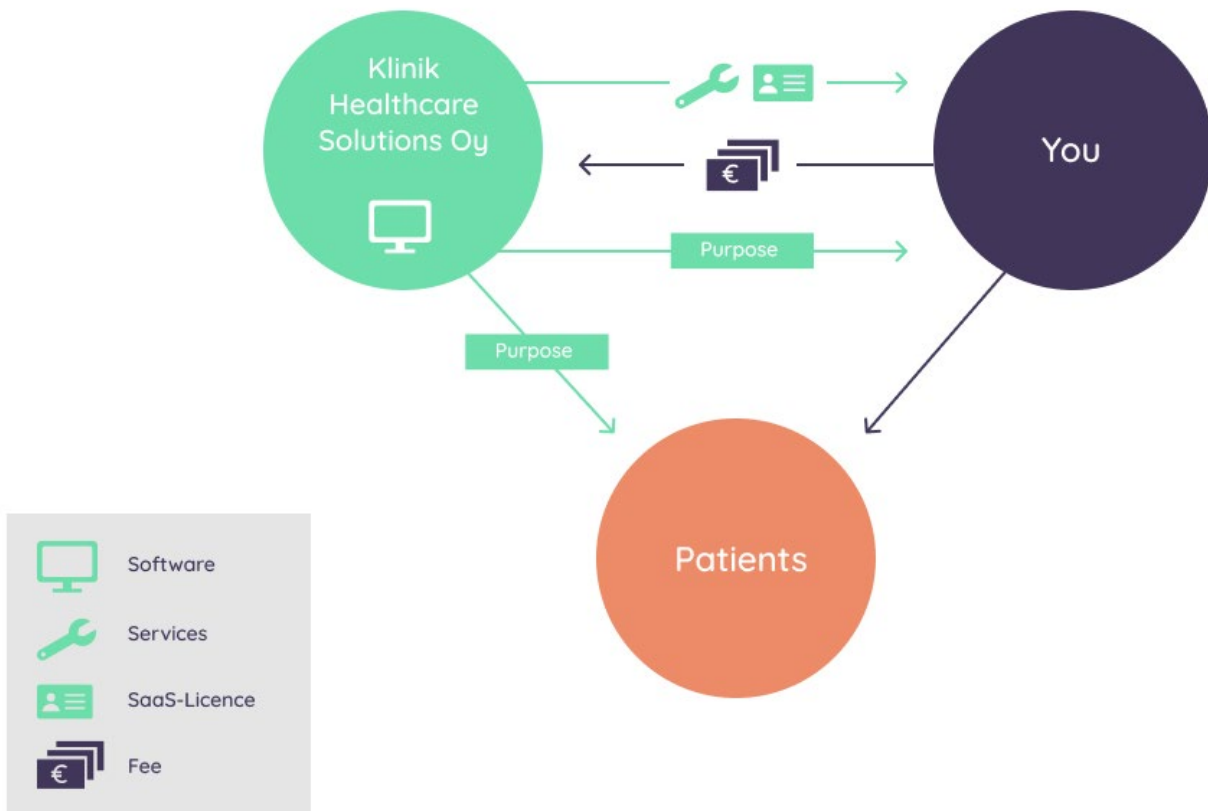
Parties and signatures

You and us collectively the “Parties” and each individually a “Party”.

KLINIK Healthcare Solutions UK Ltd a company with limited liability incorporated under the laws of England and Wales, corporate seat in England and Wales (address: 10 John Street, London, UK, WC1N 2NB), trade register number 11348859 (“KLINIK” or “us”)	(“Client” or “you”)
Signature	Signature
Name	Name
Place	Place of signature Place:
Date	Date
	Patient list size List size:
	Invoicing contact details Name: Email: Telephone:

Purpose

- A. KLINIK develops and operates a clinically substantiated medical software with related services that supports healthcare professionals in their decision making regarding condition- and urgency recognition of natural persons in need of medical advice and treatment (the **"Patients"**), customer segmentation and patient flow management, currently exploited under the name 'Klinik Access' (the **"Software"**).
- B. KLINIK offers access to its Software as an internet-based service running on a cloud platform – Software-as-a-Service – to health care organisations and provides thereto related services in return for fees (the **"SaaS"** with related **"Services"**).
- C. Client is a general practitioner office and wishes to make use of the SaaS with related Services for the **"Purpose"** of supporting Client's healthcare personnel in their decision making regarding condition- and urgency recognition of their Patients, Patient segmentation and Patient flow management.
- D. Parties wish to enter into this SaaS- and Service Level Agreement consisting of section A to D with accompanying annexes (jointly the **"Agreement"**) to govern Parties' rights and obligations regarding the use of the Software by Client and the (level of) Services provided to Client by KLINIK.
- E. Capitalised words and expressions used in this Agreement shall have the meaning ascribed thereto in this Agreement.



B. Key Terms

1 Software and our SaaS-Licence to you

1.1 The Software comprises a digital patient flow management platform to enable Client and its Related Persons to connect to Patients digitally and allow for Patients to be referred to a care resource, with the following core functions:

- 1.1.1 internet-based interface for Patients (the **"Patient Interface"**);
- 1.1.2 internet-based interface for Client's Related Persons, including contact handling and messaging capabilities (the **"Professional Interface"**);
- 1.1.3 internet-based statistics and reporting dashboard for Client's and its Related Persons' use (the **"Dashboard"**);
- 1.1.4 a medical artificial intelligence engine that enables Patient care need assessment with urgency suggestion and pre-diagnosis suggestion (the **"AI Engine"**).

See clauses 9 and 10 for access to the Patient Interface, the Professional Interface, the Dashboard and description of Patient flow.

1.2 During the Term of this Agreement, KLINIK grants Client a non-transferrable, non-exclusive, non-sublicensable and revocable right to access and use the Software on a SaaS-basis under the terms set out in this Agreement (the **"SaaS-Licence"**).

2 Our Services to you

2.1 With the SaaS-Licence, KLINIK shall provide the following accompanying Services to Client, the service levels of which are set out in clause 13 below:

- (a) **"Maintenance"** of the Software, consisting of evolutive and corrective maintenance, involving Scheduled Maintenance and Emergency Maintenance.
- (b) **"Set-up Services"** relating to the Software, consisting of a customised set-up of the Software under the SaaS-Licence in consultation with Client (the **"Software Set-up"**), provision of training [videos] and Q&As and/or onboarding support for Client's Super User(s) and Related Persons which will be active under Client's User Account, and provision of customised Patient marketing material. The Software Set-up consists of 3 (online) meetings with the customer success team of KLINIK and the follow-up system configuration activities to create 1 system set-up, based on the consultation between KLINIK and Client during aforementioned 3 (online) meetings before the Go Live Date. Environment requirements for Set-up Services are set out in clause 12 below. KLINIK endeavours to assist Client in putting Environment requirements in place during the Software Set-up.

Following aforementioned Software Set-up with respect to Client, Client may request KLINIK to reiterate Set-up Services with reiterated Software Set-ups regarding Client's various locations. KLINIK shall perform such reiterated Set-up Services as **"Standardised Deployment Services"** unless Parties agree otherwise beforehand.]

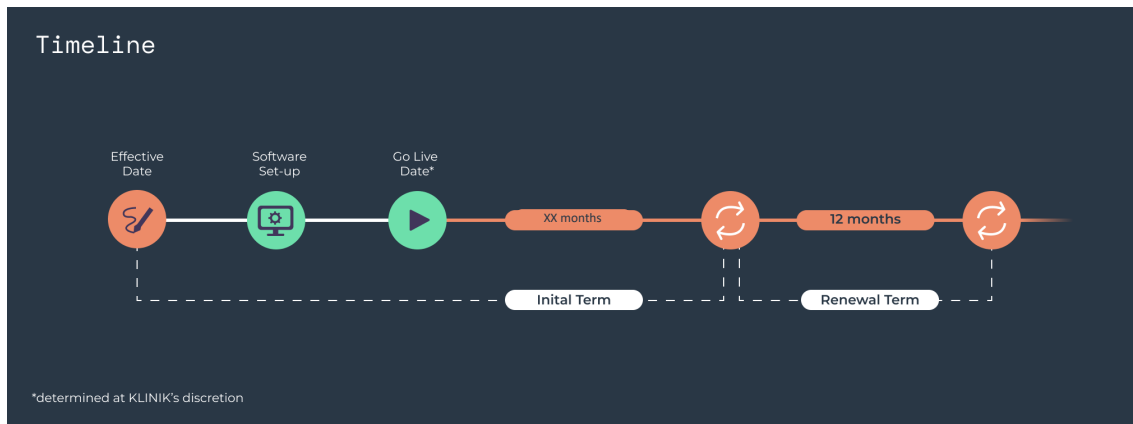
- (c) **"Support Services"** during the course of Client's use of the Software, consisting of customer service in English to Client's Super User(s) and Related Persons using the Software.

2.2 KLINIK will request Client information and cooperation necessary for KLINIK to perform its obligations under this Agreement, failing which Client acknowledges can lead to delay in or failure of KLINIK meeting its obligations under this Agreement.

3 Duration and termination Agreement

3.1 The Set-up Services (part of which the Software Set-up) shall be considered completed at KLINIK's discretion (such date of completion hereinafter the **"Go Live Date"**).

3.2 This Agreement comes into effect on the signing date (the **"Effective Date"**) and ends XX months after the Go Live Date (the **"Initial Term"**). Upon expiry of the Initial Term, the term of the Agreement is tacitly extended with consecutive 1-year periods (each a **"Renewal Term"**; and jointly with the Initial Term the **"Term"**), unless a Party terminates the Agreement by serving written notice of termination to the other Party, at least three (3) months before the end of the Initial Term or the then current Renewal Term.



3.3 In deviation of clause 3.2, KLINIK may terminate this Agreement immediately, without notice of default and without compensation of damages, fees, costs, reimbursements or indemnification of any kind being due by KLINIK, if Client:

- (a) is in dissolution or liquidation, or prior to such dissolution or liquidation;
- (b) has been granted suspension of payments or declared bankrupt;
- (c) defaults in the performance of this Agreement and, in case of a breach capable of remedy, Client fails to remedy as such within 15 business days of the receipt of a written notice of KLINIK, giving particulars of the breach.

3.4 Upon expiry or termination of this Agreement, unless Parties jointly agree otherwise in writing:

- 3.4.1 Client shall cease to use the Software. KLINIK will close Client's access to the Software and end its provision of Services as of a termination date determined by KLINIK;
- 3.4.2 Client shall promptly return all of KLINIK's materials relating to the Software, SaaS-Licence and Services and any such material which is of a confidential nature;
- 3.4.3 Parties shall continue to abide their confidentiality obligations under this Agreement and such other obligations which are intended to continue in force after any termination of this Agreement.

4 (Responsible) use of the Software

Client and any person related to Client or acting on Client's behalf when using the Software under the SaaS-Licence or the Services, such as, amongst others, Client's employees, contactors, representatives and affiliated parties (a "**Related Person**") shall solely use the Software for and with the Purpose, or for additional purposes as agreed with KLINIK in writing. For the avoidance of doubt: the Software, amongst others, at all times includes an interface or other parts of the front-end of the Software and the Software's source- and object code and its underlying technical documentation. Also see recital A, clause 1.1 and clause 14.1.

4.1 Client is responsible for the technical operation and maintenance of its internet connection, internal network, hardware, software and other operating systems, devices and all other systems that are relevant or necessary for undisturbed use of the Software under the SaaS-Licence and the Services ("**Environment**"). Environment requirements are set out in clause 12 below.

4.2 Client shall not, nor allow Related Persons or third parties to:

- (a) during and after termination of this Agreement, use the Software for any unlawful or illegal purpose;
- (b) during and for 12 months after termination of this Agreement, (attempt to) create competing versions of the Software, meaning software having the same functionality as or properties similar to that of the Software; and
- (c) during and after termination of this Agreement, attempt to, or permit or induce such attempt, directly or indirectly:
 - (i) make any copy of, derivative of or republish the Software;
 - (ii) make the Software subject to reverse engineering;
 - (iii) lease, sub-license, encumber, lend, amend, merge into or with other software, decompile, disassemble, rebuild, reproduce, transfer, exchange, translate, hack, distribute, or otherwise attempt to derive the source- and object code, techniques or other information from, the Software;
 - (iv) cause damage to or with the Software or in any other way abuse the Software.

4.3 Client is responsible for content uploaded by itself and any Related Person ("**Content**"). As such:

4.3.1 KLINIK will not monitor the Content;

4.3.2 KLINIK may remove Content if KLINIK is notified that the Content is unlawful;

4.3.3 KLINIK is not responsible or liable for any unlawful Content.

5 Irresponsible use of the Software

5.1 In case of KLINIK's reasonable suspicion that the Software is used in violation of this Agreement or any future terms of use as agreed between Parties, or if Client breaches the provisions of clause 4 in any (other) way:

5.1.1 KLINIK may suspend or annul Client's access to the Software as of a suspension or termination date determined by KLINIK;

5.1.2 KLINIK may suspend or annul its provision of Services to Client under this Agreement as of a suspension or termination date determined by KLINIK;

5.1.3 KLINIK may terminate this Agreement in accordance with clause 3.3(c);

5.1.4 Client is required to pay KLINIK an immediately payable penalty of GBP 5,000 for each breach, and GBP 1,000 for each day such breach continues, at KLINIK's discretion, up to a maximum of GBP 35.000

The above does not affect any of KLINIK's rights by law, such as its right to fulfilment or compensation for damages – such damages suffered by KLINIK of any nature whatsoever, whether direct or indirect, to be reimbursed by Client to KLINIK in full.

6 Fees and invoicing

6.1 For use of the Software under the SaaS-Licence with accompanying Services, KLINIK and Client agree on the Fees and invoicing as set out in Annex I and this clause 6.

6.2 Client will pay its Fees within 15 days after the invoice date. If Client fails to pay KLINIK Fees (in a timely manner), KLINIK may suspend or annul Client's access to the Software and its provision of Services to Client as of a suspension or termination date determined by KLINIK.

6.3 KLINIK reserves the right to review and increase or decrease Fees (e.g. following mandatory legislation or relating to third party products or -services used). KLINIK shall inform Client 2 months in advance of any such Fee revision including the date on which the Fee revision as envisaged shall take effect. In such event, subject to applicable law, (i) Client may terminate this Agreement in writing with a notice period of 3 months following such notice of Fee revision and the Fees shall remain unrevised for the remaining Term of this Agreement; or (ii) Client may be considered to have agreed to such a Fee revision by continuing to use the Software under the SaaS-Licence and/or the Services after the effective date of a Fee revision.

6.4 Without prejudice to revision of Fees or addition of fees as referred to in clause 6.3 and 11, Parties expressly agree that the Fee structure as agreed in this Agreement (part of which its Annexes), constitutes an appropriate and full remuneration for use of the Software under the SaaS-Licence and Services rendered by KLINIK to Client under this Agreement.

7 Privacy and Data

7.1 Parties shall comply with the relevant privacy legislation and regulations concerning the protection of personal data, including but not limited to, the General Data Protection Regulation (EU) 2016/679, together with all laws implementing or supplementing the same and any other applicable data protection or privacy laws, including but not limited to the ePrivacy Directive (EU) 2002/58/EC as transposed into applicable law (all together the "**Privacy Legislation**"). In addition to the Data Processing Agreement included in Annex IV to this Agreement ("**Data Processing Agreement**"), Parties will provide each other all necessary assistance in concluding all agreements and other documentation required by the Privacy Legislation, if necessary, to be added to this Agreement in Annex IV.

7.2 The Parties agree and acknowledge that Client is the controller and KLINIK the processor, again as per the definitions in the Privacy Legislation, for the purposes of the personal data processed by the Patient Interface, Professional Interface, and the Dashboard, and the basis on which KLINIK acts as processor on behalf of Client as controller is set out in the Data Processing Agreement that Parties agree to have completed and executed and that is included in Annex IV to this Agreement.

7.3 The Parties also agree and acknowledge that KLINIK is the controller, as per the definition in the Privacy Legislation, for the purposes of the personal data processed by the AI Engine including any pseudonymised data derived by KLINIK as a result.

7.4 Upon termination of the Agreement, Parties undertake to provide one another with all reasonable exit assistance in accordance with the (if applicable) agreed exit requirements and timelines. To the extent KLINIK acts as a processor on behalf of Client (as outlined in clause 7.2) the personal data will be erased in line with clause 12.2 of the Data Processing Agreement. To the extent KLINIK acts as a separate controller (as outlined in clause 7.3), Parties agree that all pseudonymised data will be erased five years upon termination of this Agreement.

8 Governing law and jurisdiction

8.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

8.2 All disputes arising out of or in connection with this Agreement shall be exclusively submitted to the competent court in Helsinki.

C. Access to Software and Service Levels

9 Access to the Software

9.1 The Software may be electronically accessible and available for Client via internet after the Software Set-up.

9.2 Client gains access to the Software by means of an “**User Account**”. Client’s Related Persons can be invited to access and use the Software under this User Account.

9.3 Client will appoint at least 1 “**Super User**” who will manage the User Account, such as the rights granted to Client’s Related Persons using the User Account and admin- and login options. Management of the User Account may be executed through the Professional Interface.

9.4 The Patient Interface may be accessed by Patients via internet specified locations (e.g. organisation-specific URL’s or internet links placed at Client’s website).

9.5 Client’s Related Persons granted access to the Dashboard by a Super User may consult various reporting on performance and statistics of their traffic via the Software under the SaaS-Licence. A daily view mode allows a live view on certain key parameters, to be used in daily management of operations.

10 Patient Flow

10.1 The Software under the SaaS-Licence may be used as follows:

10.1.1 a Patient fills out a form in the Patient Interface. Such form may be parametrised specifically by Client within provided parametrisation options, addressing Privacy Legislation requirements;

10.1.2 Client may choose different forms of communication towards the Patient in the Patient Interface;

10.1.3 details entered by the Patient into the Patient form are transferred to Client’s Related Persons active under the User Account for further processing via the Professional Interface;

10.1.4 transferred details may include:

- (i) reason for contact by Patient within options as selected by Client (e.g. new symptoms, follow-up appointment, request for test results), the Patient’s location and -symptoms as selected by the Patient and other specific input from the Patient;
- (ii) suggestions of the most probable conditions of Patient by the AI Engine on the basis of the selected symptom area and symptoms, suggestions of urgency of the needed care by the AI Engine and recommended appointment duration by the AI Engine;
- (iii) suggestions of referral of the Patient to a more suitable department within the organisation of Client via the Professional Interface.

11 Changes to the Software and Services

11.1 Only KLINIK may, at its discretion, develop, modify, enhance and make other changes and/or additions to the Software and its Services.

11.2 KLINIK will consider reasonable requests from Client for any additions and alterations to the Software and its Services, when details of the requested change or addition are submitted by Client to KLINIK in writing to the following e-mail address it-support@klinik.co.uk. Within 3 weeks of receiving such request KLINIK shall either, at its discretion:

- (a) submit additional fees to Client in writing for acceptance (such fees being additional to the Fees set out in clause 6 and Annex I); or
- (b) inform Client that it will not grant its request, stating KLINIK's reasons.

If Client accepts an addition of fees following paragraph 11.2(a) above, previous arrangements for Fees between the Parties are expanded, and the scope of use of the Software under the SaaS-Licence by Client and/or provision of Services by KLINIK are changed as indicated by KLINIK to Client after granting its request.

11.3 Any changes or additions to the Software and KLINIK's Services following a granted request by Client, may be provided and implemented for the benefit of all KLINIK's clients, as KLINIK considers appropriate.

11.4 Parties may agree in writing that new products and/or services of KLINIK may also fall under the scope of this Agreement.

12 Environment Requirements

12.1 Client shall provide and maintain, and communicate to its Patients, the following Environment requirements:



I. for its Related Persons using the Software, an internet connection and Wi-Fi access is needed:

- (a) with 24 hours a day and 7 days a week availability;
- (b) in all areas where the Software is in use by its Related Persons;
- (c) secured by modern encryption protocol;
- (d) a bandwidth per device by which the Software is used with:
 - (i) a minimum average download speed of 1 Mbit/s; and
 - (ii) a minimum average upload speed of 0.5 Mbit/s.



II. for its Related Persons using the Software, hardware is needed in all areas where the Software is in use, being:

- (a) modern laptops or desktop computers;
- (b) running web browser Google Chrome 74.0.xxx or more current.



III. for its Patients using the Software:

- (c) a modern mobile phone, tablet, laptop or desktop computer;
- (d) with a reliable internet connection; and
- (e) a modern web browser.

13 Service levels for use of the Software, Maintenance, Set-up Services and Support Services

13.1 KLINIK endeavours to maintain a high service level resulting in a high bar for Software Uptime, Incident management, Support Desk service and (Scheduled) Maintenance.

13.2 For Set-up Services:

13.2.1 KLINIK endeavours to perform a Software Set-up based on the product specifications template attached as Annex II and in close consultation with Client, with relevant information to be provided by Client ultimately 2 weeks before the Go Live Date. For Standardised Deployment Services, KLINIK shall copy such Software Set-up for other locations of Client, only incorporating the relevant location's name and limited parameters as agreed beforehand with KLINIK;

13.2.2 before the Go Live Date, KLINIK will provide 1 Super User training video to Client's Super User(s) and 1 standard training video to Client's Related Persons which will be active under Client's User Account, on their use of the Software. For Standardised Deployment Services, KLINIK shall share aforementioned video's with other relevant locations of Client];

13.2.3 before the Go Live Date, KLINIK will provide 1 Q&A with Client's Super User(s) and 1 Q&A with Client's Related Persons which will be active under Client's User Account, on their use of the Software. For Standardised Deployment Services, KLINIK shall reiterate such Q&A sessions in relation to other relevant locations of Client]; and

13.2.4 before the Go Live Date, KLINIK endeavours to provide Client with customised Patient marketing material, based on the Patient marketing material attached as Annex III and on information about Client's Patients as provided by Client ultimately 2 weeks before the Go Live Date. For Standardised Deployment Services, KLINIK shall share aforementioned customised Patient marketing material with other relevant locations of Client.

13.3 KLINIK shall put all its reasonable efforts to procure that the Software is available to Client 24 hours a day and 7 days a week. KLINIK strives to maintain an Uptime (as defined below) of 99.5% of its Software thereby limiting Downtime to 0.5% or less:

13.3.1 "Uptime" shall mean the percentage of total number of minutes of a calendar month, whereby the Software is accessible by Client in accordance with this Agreement. The formula is therefore:

$$Uptime = \frac{T - D}{T} * 100\%$$

Whereby T is the total number of minutes of a calendar month and D is the Downtime (as defined below).

13.3.2 "Downtime" shall mean the number of minutes during a calendar month, whereby the Software is unavailable for use by Client during a period of 30 minutes or longer. Downtime does not include:

- (a) cases where a *HTTP request success test* reveals that during an interval of 30 minutes, 90% of requests directed to the Software succeed;
- (b) cases where a *critical underlying services test* reveals that the systems, needing to launch servers or perform automation by means of the Software, are operating correctly;
- (c) the time spent on "**Emergency Maintenance**", meaning maintenance on critical system changes that cannot wait for Scheduled Maintenance as these changes could destabilise the Software if not addressed immediately;
- (d) cases where unavailability of the Software is caused by Client itself, its Related Persons, external third party technology or third parties;
- (e) the time in which the Software was not available due to a "**Force Majeure Event**", meaning an event, or a series of related events, that is outside the reasonable control of the Party affected (e.g. failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections and power failures); and
- (f) the time that formed part of any Scheduled Maintenance.

13.4 KLINIK shall regularly schedule maintenance to implement improvements to the Software and solve (potential) bugs and errors ("**Scheduled Maintenance**").

- 13.5 Scheduled Maintenance shall be performed at reasonable times when Software usage is low and outside of regular working hours. KLINIK shall announce Scheduled Maintenance at least 3 working days in advance via it-support@klinik.co.uk or via the customer success team of KLINIK. If Scheduled Maintenance does not affect Up- or Downtime, KLINIK may perform this at any time. KLINIK will inform Client if a(n) update, upgrade or Incident has been executed or solved, and will report any changes implemented accordingly.
- 13.6 KLINIK actively supervises the Software to detect and prevent an "**Incident**", meaning a bug, Downtime, data breach or any other interruption of the availability or functionality of the Software. In case an Incident does occur, KLINIK strives to solve such Incident effectively, definitively or temporarily as soon as possible. KLINIK will on a best effort basis undertake customary market measures, taking into account the current state of technology to solve the Incident as soon as possible whilst maintaining a reasonable response time.
- 13.7 If Client identifies an Incident, Client must immediately report this to KLINIK via it-support@klinik.co.uk ("**Notification**"). For response to a Notification and solving an Incident, KLINIK applies the following priorities, and strives towards the following response- and resolution norms:

Severity	Description	Resolution norm
High	Severe usability or operational Incident that hinders the usage of the Software for at least [50]% of Client's Related Persons using the Software, or alternatively issues that might result in compromising Patient safety or data security of Patients or the Parties.	Within [8] hours from Incident.
Medium	Significant usability or operational Incident which requires quick resolution.	Within [1-2] business days from Incident.
Low	Non-urgent Incidents.	Within [5] business days from Incident.

- 13.8 For its Support Services, KLINIK endeavours to operate a "**Support Desk**". Client may contact the Support Desk for (technical) support or to report an Incident. The Support Desk is available from Monday to Friday from 08:00 till 18:00 (Central European Time) and can be reached by e-mail it-support@klinik.co.uk and by phone via 0800 0885085. Outside operating times, Client may leave notification using e-mail. The Support Desk endeavours to handle requests with appropriate skill and care. The Support Desk strives towards the following response norms:

Mode of Communication	Response	Norm
E-mail	< 4 hours	90%
Phone	< 30 minutes	90%

D. Legal Terms

14 Intellectual property rights

- 14.1 KLINIK is the exclusive owner of all (current and future) intellectual property rights, worldwide, vested in and/or arising from and/or material to the Software (including its source- and object code and underlying technical documentation), SaaS-Licences and Services, such as but not limited to: patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licences, domain names, rights to source code, object code and accompanying technical documentation, URL's and web addresses, know-how, ownership rights and procedures, databases, data collections and any rights therein (the "**Intellectual Property Rights**"). KLINIK is also the exclusive owner of all intellectual property rights in and relating to all other (licences of) products, services and information provided by KLINIK.
- 14.2 KLINIK shall retain exclusive ownership of and title to any contributions and other changes and/or additions to the Software, SaaS-Licence and Services, including without limitation, all inventions, concepts, creations, developments, improvements, modifications and enhancements.
- 14.3 Client acknowledges that, under this Agreement, it will only be allowed to use the Software under the SaaS-Licence and cannot and will not make any claims to any intellectual property rights of KLINIK (including the Intellectual Property Rights as defined under clause 14.1).
- 14.4 Client may not remove any designation from the Software concerning copyrights, trademarks, trade names or other rights of (intellectual) property (including the Intellectual Property Rights as defined under clause 14.1).
- 14.5 This Agreement will not have the effect of transferring any intellectual property rights (including the Intellectual Property Rights as defined under clause 14.1) from KLINIK to Client.

15 Publicity

- 15.1 Client grants KLINIK the right to use Client's name and logo in KLINIK's marketing and promotional material.
- 15.2 Client may use KLINIK's trademark, trade name and domain name (the "**Brands**") in so far Client promotes the Software and Services. Client will at all times credit KLINIK in every such promotion as follows: '*Klinik Access is a product developed by KLINIK*' or '*Klinik Access is a product powered by KLINIK*'. Client will ensure that it and its Related Persons use the Brands in good order and will not infringe the Brands.
- 15.3 Parties agree to, during this Agreement and thereafter, not make any public statements which may materially disparage the other Party.

16 Confidentiality

- 16.1 Parties shall keep confidential, take reasonable customary measures to ensure confidentiality of, and will not use or disclose for any purpose other than necessary in connection with the execution of this Agreement or purposes as agreed between the Parties in writing, all Confidential Information disclosed to the other Party in the context of and as a result of the execution of this Agreement and any negotiations related thereto.
- 16.2 Information is considered "**Confidential Information**" if this results from the nature of the information or if the information is explicitly regarded as confidential by KLINIK and/or Client. Confidential information includes (but is not limited to) Parties':
- (a) financial information and fee structures;
 - (b) employees, clients, Patients, business partner and supplier information;
 - (c) hardware and system designs, architectures, structure and protocols;
 - (d) product and service specifications;
 - (e) manufacturing, purchasing, logistics, sales and marketing information;
 - (f) the terms of this Agreement.
- 16.3 If a Party is required by law to disclose any Confidential Information, that Party will provide the other Party with prompt written notice of such requirement so that the other Party may seek a protective order or other appropriate relief. Parties are not liable for compensation of damages or indemnifying the other Party, if they are required by law to disclose the Confidential Information.
- 16.4 Parties' obligations under this clause 16 shall remain in force upon the termination of this Agreement.

17 Warranties

- 17.1 The Software is provided 'as is' and on a best effort basis. Use of the Software and the Services cannot qualify as a(n) professional advice, opinion or recommendation. Client is and remains responsible and liable for any decision or business choice made using the Software and the Services.
- 17.2 The Software is provided to Client over the internet, as well as by means of the Environment of Client and Environment of Patients, and thus the quality and availability of the Software may be affected by factors outside KLINIK's reasonable control.

18 Liability of KLINIK

- 18.1 As the Software is provided 'as is', KLINIK cannot be held liable in any way by Client for direct or indirect damages of any nature whatsoever suffered by Client, its Related Persons or third parties as result of the execution of this Agreement (such including but not limited to (consequential) damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from Client's Patients and damages related to engagement of third parties by Client), unless in case of wilful misconduct, fraud or gross negligence of KLINIK. This, *inter alia*, means KLINIK can in no event be held liable for:
- (a) damage caused by the (responsible or irresponsible) use of the Software by Client, including any claims initiated by Patients;
 - (b) damage resulting from hacking, tampering or other unauthorised access to or use of the Software as a result of negligence on the part of Client or its Related Persons;
 - (c) failure to meet KLINIK's obligations under this Agreement where such failure is due to a Force Majeure Event;
 - (d) damage or alteration to any of Client's properties as a result of the Software Set-up or use of the Software;
 - (e) loss arising due to KLINIK acting on incorrect or incomplete information provided by Client.
- 18.2 If, for any reason, KLINIK is nevertheless considered liable under this Agreement, its liability is limited to an amount equal to 20% of the Fees paid by Client to KLINIK over the previous 12 months and, in any case, limited to losses for which it is insured and the amount that KLINIK's insurer pays out in that particular case.
- 18.3 Nothing in this Agreement shall exclude or limit KLINIK's liability when it cannot be excluded or limited under applicable law.

19 Indemnification

Client shall indemnify KLINIK for any liabilities or damages (including settlement costs and reasonable attorneys fees) arising from violations of this Agreement or applicable law, by Client or its Related Persons. In such situations, Client shall support and assist KLINIK both in and outside any legal proceedings and shall do all that can be expected of it with regard to this clause 19.

20 Force majeure

- 20.1 If a Force Majeure Event gives rise to failure or delay in either Party performing any obligation under this Agreement, the Party whose performance of its obligations under the Agreement is affected by the Force Majeure Event shall promptly notify the other Party.
- 20.2 KLINIK may suspend its provision of Services and use of the Software (under the SaaS-Licence) by Client for the duration of the Force Majeure Event and shall resume such as soon as possible.
- 20.3 In case of a Force Majeure Event, KLINIK cannot be obliged to repay Client a proportional part of the Fees.

21 Miscellaneous

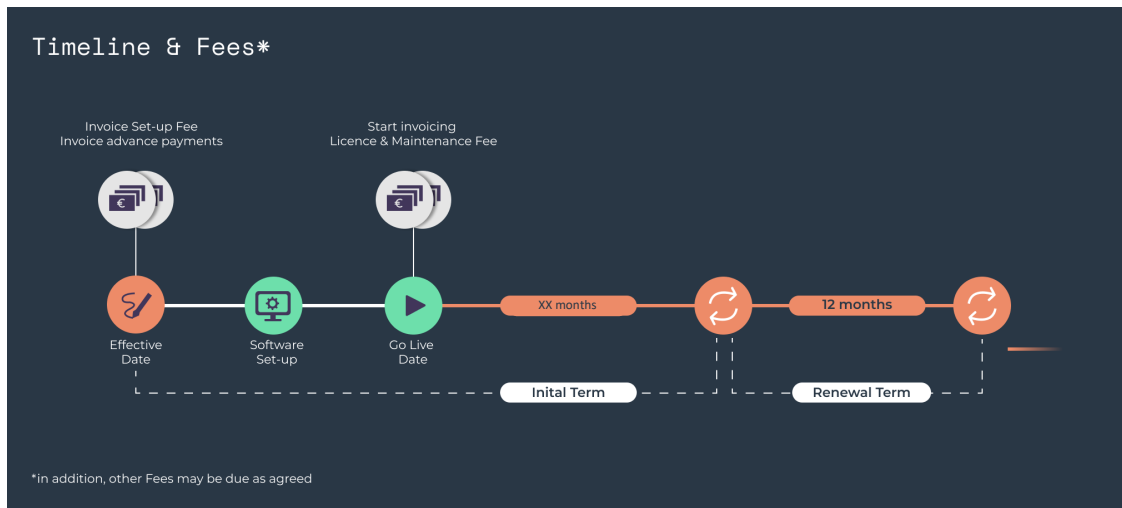
- 21.1 If KLINIK does not enforce parts of this Agreement against Client, this cannot be regarded as a waiver of the right to enforce (parts of) this Agreement at a later stage.
- 21.2 Client cannot transfer its rights and obligations under this Agreement, without prior approval by KLINIK, which shall not be unreasonably withheld. KLINIK can assign and/or transfer all rights and obligations under this Agreement to a third party, without consent from Client being required.
- 21.3 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid or unenforceable provision.
- 21.4 This Agreement cannot be amended except in writing and signed by both Parties.
- 21.5 Any terms and conditions of Client do not apply to this Agreement.

21.6 This Agreement supersedes all prior (verbal or written) agreements and negotiations between Parties regarding the use of the Software and Services by Client and, together with its Annexes, constitutes the entire agreement between the Parties on the subject matter hereof.

Annex I – Fees and invoicing

1 Fees

- 1.1 For use of the Software under the SaaS-Licence with accompanying Services, KLINIK and Client agree on the following fees, which together are referred to as the “**Fees**”:
- 1.1.1 for use of the Software under the SaaS-Licence and the Maintenance provided by KLINIK to Client, Client will pay an annual fee of GBP X.XX , excluding VAT, per Patient in Client’s Patient Population (the “**Licence & Maintenance Fee**”);
 - 1.1.2 for the Set-up Services (excluding Standardised Deployment Services) provided by KLINIK to Client, Client will pay a one-off fee of GBP 1,950 , excluding VAT (the “**Set-up Fee**”);
 - 1.1.3 for the Standardised Deployment Services provided by KLINIK to Client, Client will pay a fee of GBP 350 per reiteration of the Software Set-up under the Standardised Deployment Services, excluding VAT (the “**Standardised Deployment Fee**”).]
 - 1.1.4 if Client requires changes to or additional services regarding the Software Set-up, or additional (online) meetings prior to the Go Live Date, KLINIK has the discretionary right to invoice Client with a rate of GBP 80 per hour, excluding VAT, for every such request (“**Additional Fee(s)**”) with a minimum of 1 hour invoiced per request;
 - 1.1.5 for the Support Services provided by KLINIK to Client, Parties consider such compensation to be included in the Licence & Maintenance Fee.



2 Invoicing

- 2.1 KLINIK will invoice Client
- 2.1.1 every 6 months for the Licence & Maintenance Fee. The Licence & Maintenance Fee will take effect after the Go Live Date, however no later than 3 months after the Effective Date, unless agreed otherwise. An advance payment (of an amount similar to 3 months Licence & Maintenance Fee) will be due on the Effective Date (such advance payment to be settled only after the Go Live Date);
 - 2.1.2 after the Effective Date for the Set-up Fee;
 - 2.1.3 after completion of a reiteration of the Software Set-up under the Standardised Deployment Services – such completion to be determined at KLINIK’s discretion – for the Standardised Deployment Fee; and
 - 2.1.4 every 6 months for any Additional Fee(s) after the month in which KLINIK’s work outside the Software Set-up, Standardised Deployment Services has started and/or other recurring service Fees as agreed by Parties.
- 2.2 For the avoidance of doubt, in case a Party decides to terminate this Agreement before the Go Live Date, KLINIK will not be obliged to repay to Client any advance payments in relation to the Licence & Maintenance Fee.

2.3 For calculation of the amount of the Licence & Maintenance Fee per 6 months determined in section 1.1.1 above, Client's "**Patient Population**" is confirmed by Client at the Effective Date in section A. 'Parties and Purpose' of this Agreement. Any change in the Patient Population may affect the amount of the Licence & Maintenance Fee, as set out in section 2.5 below.

2.4 Any significant change in Client's Patient Population (i.e. a difference of >500 Patients) will be communicated pro-actively by Client to KLINIK in writing.

2.4.1 in any event, yearly in the month of November; and

after which KLINIK will provide Client with an updated overview of Client's Patient Population to be used for calculation of the Licence & Maintenance Fee and adjust the amount of the Licence & Maintenance Fee accordingly. Such adjusted Licence & Maintenance Fee shall take effect and be invoiced as of the month following the month in which its revision has taken place.

