



ORDER FORM BETWEEN MEVITAE AND CUSTOMER

MeVitaE Order Reference:	
Customer's Reference: ("N/A" if none)	
Currency (Fees):	GBP

The "Parties" to this **Order Form** are:

1. "MeVitaE"			
Full Company Name:	OXIWAY LIMITED (trading as MEVITAE)	Country/State of Registration:	England and Wales
		Registered Number:	08286045
Registered Address:	F26 R27 Atlas Building, Harwell, Oxford, OX11 0QX, United Kingdom		
Key Contact Name:		Email (Invoicing):	accounts@mevitaE.com
Key Contact Email:		Email (Notices):	legal.notices@mevitaE.com

2. "Customer"			
Full Company Name:		Country/State of Registration:	
		Registered Number:	
Registered Address:			
Key Contact Name:		Email (Invoicing):	
Key Contact Email:		Email (Notices):	
Customer VAT Number: ("N/A" if no VAT)			

1 INTERPRETATION

- 1.1** This Order Form shall be deemed executed and effective once both Parties have signed it (the "**Effective Date**") subject to and in accordance with MeVitaE's General Terms and Conditions.
- 1.2** By signing this Order Form, the Parties also expressly accept the General Terms and Conditions (including the Data Processing Schedule) attached to this Order Form.

1.3 Under this Order Form, unless expressly defined otherwise, defined terms shall bear the same meaning and interpretation as in the General Terms and Conditions.

1.4 In the event of any conflict of interpretation arising between a provision of this Order Form and the General Terms and Conditions, absent an express intention of the Parties that the relevant Order Form provision should prevail over the General Terms and Conditions, the General Terms and Conditions shall prevail.

2 IMPLEMENTATION

2.1	Customer has chosen Implementation of the Services within the following HR Platform :	
2.2	The Fee per month for initial Implementation is:	
2.3	The Go-Live Date is:	

3 DESCRIPTION OF SERVICES

3.1	Anonymised (Blind) Recruiting
3.1.1	A document (such as a curriculum vitae, covering letter, or similar document) is either collected from Customer's HR Platform, via APIs or webhooks, or sent to our API directly by Customer or Customer's HR Platform, depending on the agreed integration method. This document is run through a set of algorithms, including machine learning algorithms, to read and parse the content. Relevant information concerning the job/candidate may also be utilised to process the document and be stored until the job is filled.
3.1.2	The relevant document is reconstructed, following formatting and text of the original document, but with certain parameters of data that could cause unfair bias redacted (customisable by Authorised Admin).
3.1.3	The redacted document is then made available to the Customer for assessing via one or more of the following: - Sent to the Customer's HR Platform via API call-back - Provided as a secure SSO link in the HR Platform through the API - Accessed via a MeVitae frontend
3.2	Templating or Formatting
3.2.1	A document (such as a curriculum vitae) is either collected from Customer's HR Platform, via APIs or webhooks, or sent to our API directly by Customer or Customer's HR Platform, depending on the agreed integration method. This document is run through a set of algorithms, including machine learning algorithms, to read and parse the content.
3.2.2	A templated document is created based on Customer's template and the parsed document.
3.2.3	The templated document is then sent back to Customer or Customer's HR Platform through an API call-back for Customer to then assess.
3.2.4	The templated document may also be accessed via the MeVitae frontend editor for making changes to the templating.
3.3	Parsing

3.3.1	A document (such as a curriculum vitae) is either collected from Customer's HR Platform, via APIs or webhooks, or sent to our API directly by Customer or Customer's HR Platform, depending on the agreed integration method. This document is run through a set of algorithms, including machine learning algorithms, to read and parse the content.
3.3.2	The parsed content is then sent back to Customer or Customer's HR Platform through an API call-back for Customer to then assess.
3.4	Ethical Talent Screening
3.4.1	One or more documents (such as curricula vitae) pertaining to a job candidate are either collected from Customer's HR Platform, via APIs or webhooks, or sent to our API directly by Customer or Customer's HR Platform, depending on the agreed integration method. The documents are run through a set of algorithms, including machine learning algorithms, to read and parse the content. Relevant information concerning the job/candidate may also be utilised to process the document.
3.4.2	The suitability of the candidate for the relevant job listed by Customer ("Job Match") is then determined based on the document(s) using machine learning algorithms.
3.4.3	The documents along with the Job Match (as a score and/or annotations explaining the candidate's suitability) are then sent back to Customer or Customer's HR Platform through an API call-back for Customer to then assess.
3.4.4	The documents and job match will also be available via a MeVitae frontend, securely linked behind SSO in the HR Platform.
3.5	Video Interviewing
3.5.1	Allows candidates to record or participate in interviews online, enabling employers to assess skills, communication, and cultural fit at scale.
3.6	Interview Scheduling
3.6.1	Streamlines the process of coordinating interview times between candidates and hiring teams.
3.7	Hiring Automation
3.7.1	This Service combines Anonymized (Blind) Recruiting, Ethical Talent Screening, Video Interviewing, Interview Scheduling and Interview Intelligence
3.8	People Analytics
3.8.1	Candidate and employee data are collected from Customer's HR platform (HR Platform, HRIS, HCM, or similar).
3.8.2	Statistical and machine learning methods are employed to analyse workforce data and attempt to identify patterns, trends, and/or risks related to human resources in candidate and employee management.
3.8.3	<i>Any suggestions or recommendations given by MeVitae's systems or personnel based on such analysis is implemented at Customer's own discretion and risk and does not constitute professional or legal advice.</i>
3.9	Interview Intelligence
3.9.1	Candidate and employee interview data are collected from Customer's HR platform (HR Platform, HRIS, HCM, or similar) providing a unified dashboard with CVs, screening results, transcripts, and notes.
3.9.2	It surfaces relevant insights in real-time and delivers structured transcripts and scorecards to support more informed, consistent interview decisions.

4 SERVICE FEES**4.1 Anonymised (Blind) Recruiting**

- 4.1.1 Fees for Anonymised Recruiting are calculated according to the agreed band ("Fee Band").
- 4.1.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.2 CV and Resume Templating

- 4.2.1 Fees for CV and Resume Templating are calculated according to the agreed band ("Fee Band").
- 4.2.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.3 CV and Resume Parsing

- 4.3.1 Fees for CV and Resume Parsing are calculated according to the agreed band ("Fee Band").
- 4.3.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae. (No excess document Fees are available for CV and Resume Parsing: Customer must upgrade to a higher Fee Band to parse more documents.)

Fee Band at the Effective Date:	
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4.4 Ethical Talent Screening

- 4.4.1 Fees for Ethical Talent Screening are calculated according to the agreed band ("Fee Band").
- 4.4.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.5 Video Interviewing

- 4.5.1 Fees for Video Interviewing are calculated according to the agreed band ("Fee Band").
- 4.5.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.6 Interview Scheduling

- 4.6.1 Fees for Interview Scheduling are calculated according to the agreed band ("Fee Band").
- 4.6.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.7 Hiring Automation

- 4.7.1 Fees for Hiring Automation are calculated according to the agreed band ("Fee Band").
- 4.7.2 Customer may progress to a higher Fee Band only, at any time during the Subscription Term, by informing MeVitae.

Fee Band at the Effective Date:	
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4.8 People Analytics

- 4.8.1 Customer may progress to a higher Fee Band during the Subscription Term by agreement with MeVitae.
- 4.8.2 Fees for People Analytics are calculated according to the agreed band ("Fee Band") as follows:

Fee Band at the Effective Date:	
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4.9 Interview Intelligence

- 4.9.1 Customer may progress to a higher Fee Band during the Subscription Term by agreement with MeVitae.
- 4.9.2 Fees for Interview Intelligence are calculated according to the agreed band ("Fee Band") as follows:

Fee Band at the Effective Date:	
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5 SERVICE LEVELS**5.1** Further definitions apply with respect to Service Levels in particular:

- 5.1.1 **"Availability"** means system availability requirements for the Service's Software excluding agreed maintenance windows and without guaranteeing accuracy.
- 5.1.2 **"Incident Update Frequency"** means the frequency at which updates are expected from the MeVitae to Customer.
- 5.1.3 **"Response Times"** means the maximum response time (to the user and/or technical owner) from the incident being logged.
- 5.1.4 **"Resolution Times"** means maximum time taken to apply the resolution or provide a workaround.
- 5.1.5 **"Severity Level 1"** means a major incident where one or more of the following apply:
- The entirety of the Service is unavailable.
 - Service performance is so degraded that the Service is reasonably deemed substantially unusable.
 - The overall security of client estate is substantially compromised.
 - There is a significant and substantial immediate safety risk to the client's staff, third parties and members of the public.
 - There is significant and substantial immediate risk of substantial revenue loss.
 - There is a significant and substantial immediate risk of substantial reputational loss.
- 5.1.6 **"Severity Level 2"** means where one or more of the following apply:
- Key functionality within a Service is unavailable, although the Service is running.
 - Not enough Authorised Users can access the Service.
 - Resilience has been degraded beyond the agreed tiering level for that Service. However, the Service is still fully available to users.
- 5.1.7 **"Severity Level 3"** means where one or more of the following apply:
- A user or users are unable to perform certain functions. However, critical activities are not substantially affected.
 - A single user has an issue with an application or mobile device.
- 5.1.8 **"Severity Level 4"** means an event which does not materially impact the Service where one or more of the following apply:
- A request for advice and guidance on a non-service affecting issue or one which is not related to incident management.
 - Someone has forgotten their password and requires a password reset.
 - Someone has put the wrong password in and has locked their account and requires an account unlock.
- 5.2** The Service Levels set out below apply during the Subscription Term for the following Services (where ordered): Anonymised Recruiting, CV and Resume Templating, CV and Resume Parsing, Talent Screening, and Fairness Lens.

Availability	99.74%
Response Times	Severity 1 – 1 Working Hour
	Severity 2 – 2 Working Hours

	Severity 3 – 3 Working Hours
	Severity 4 – 24 Working Hours
Resolution Times	Severity 1 - 4 Working Hours
	Severity 2 - 8 Working Hours
	Severity 3 - 24 Working Hours
	Severity 4 - N/A
Incident Update Frequency	Severity 1 - Every 60 min
	Severity 2 - Every 120 min
	Severity 3 - Daily
	Severity 4 - N/A
Maintenance	Non-emergency maintenance may take place without notice any Sunday with up to 6 hours of system outage. 5 Business Days' notice will be given for non-emergency maintenance causing an outage of more than 6 hours (up to a maximum of 24 hours).

6 SUPPORT AND SUPPORT FEES

6.1 Support for the Services consists of:

- 6.1.1 Dedicated support email connecting Customer to MeVitae's Customer Success Team;
- 6.1.2 Support tracking to track conformity to Service Levels;
- 6.1.3 Online error management guides for Customer's recruiters to handle troubleshooting and to log feature requests;
- 6.1.4 Customisation support for changes in parameters; and
- 6.1.5 One training session per year for Customer's recruiters and hiring managers.

6.2 Fees for Support are calculated at **30%** of combined annual Fees for the Services (including any Fees based on excess usage).

6.3 Fees for Maintenance are included within Fees for the Services; Customer is not required to pay separate Fees for Maintenance with respect to the Services under this Order Form.

7 INVOICES AND PAYMENT

7.1 Fees for any initial Implementation are invoiceable following the Effective Date of this Order Form.

7.2 Fees for any additional Implementation due to a change in HR Platform are invoiceable prior to such work commencing.

7.3 Additional Fees for delayed Implementation incurred pursuant to *clause 2.9* of the General Terms and Conditions are invoiceable following completion of Implementation.

7.4 Annual Fees for the Services, Support, and Maintenance are invoiceable yearly in advance at the Effective Date and the anniversary thereof.

7.5 If monthly Fees have been agreed in this Order Form, Fees are invoiceable monthly in advance.

7.6 Any additional Fees incurred by Customer for Services, Support, and Maintenance based on excess usage are invoiceable quarterly in arrears.

7.7 Where Customer progresses to a higher Fee Band, the difference in Fees for the remaining part of the relevant year (where billed annually) or month (where billed monthly) are invoiceable following the upgrade.

7.8 If applicable, Customer shall be responsible for payment of any VAT or sales tax, in addition to the Fees at the rate in force at time of invoicing.

7.9 For the avoidance of doubt, the full amount of each invoice shall be paid to MeVitae to the account specified on the invoice in accordance with the provisions of *clause 6* of the General Terms and Conditions and MeVitae's reasonable invoicing instructions.

Signed for and on behalf of MEVITAE by its authorised representative:		Signed for and on behalf of CUSTOMER by its authorised representative:	
Name:		Name:	
Position:		Position:	
Date:		Date:	

END OF ORDER FORM



GENERAL TERMS AND CONDITIONS

These are the **GENERAL TERMS AND CONDITIONS** of **OXIWAY LIMITED** incorporated and registered in England and Wales with a company number 08286045 whose registered office is at F26 R27 Atlas Building, Harwell, Oxford, United Kingdom, OX11 0QX (trading as MeVitae) (“**MeVitae**”) (the “**General Terms and Conditions**”).

BACKGROUND

- 1 MeVitae has developed an innovative range of human resources solutions to aid organisations and business leaders improve the fairness and efficiency of their human resources processes.
- 2 Customer, a legal entity defined in an Order Form, wishes to use one or more of MeVitae's solution(s) in its internal business operations.
- 3 MeVitae has agreed to provide, and Customer has agreed to take and pay for, MeVitae's solutions under one or more Order Form(s), subject to these General Terms and Conditions (including the Data Processing Schedule).

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this *clause* 1.1 apply in this Agreement.

- 1.1.1 “**Agreement**” means these General Terms and Conditions (including the Data Processing Schedule) read in conjunction with any executed Order Form(s);
- 1.1.2 “**Affiliate**” means, in respect of any entity, any entity that directly or indirectly controls, is controlled by, or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
- 1.1.3 “**Authorised Admins**” means those employees, agents, independent contractors, and service providers of Customer (or Authorised Affiliates) who are authorised generally by Customer (or Authorised Affiliates) to act as administrators for Customer (or Authorised Affiliates) on MeVitae's Software as it relates to Customer (or Authorised Affiliates) from time to time in accordance with the terms of this Agreement;
- 1.1.4 “**Authorised Affiliate**” means an entity that (i) is an Affiliate of Customer (to the extent it remains an Affiliate), (ii) is specifically identified in an Order Form as an Authorised Affiliate in respect of Services under that Order Form, and (iii) uses the same HR Platform as Customer (if an HR Platform is used);
- 1.1.5 “**Authorised Users**” means those employees, agents and independent contractors, service providers, of Customer (or Authorised Affiliates) who are authorised by Authorised Admins to use and access particular Software and/or Documentation from time to time in accordance with the terms of this Agreement;
- 1.1.6 “**Business Day**” means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
- 1.1.7 “**Confidential Information**” means the Agreement and all other documents and data in any form that may become known to a Party in connection with the preparation, negotiation, conclusion, implementation, performance, or settlement of the Agreement including any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel, sub-contractors and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information that either: (i) at time of disclosure, was clearly designated as confidential; or (ii) at time of disclosure, would otherwise be regarded by a reasonable business person in the position of the disclosing party as confidential;
- 1.1.8 **Controller, Processor, Data Subject, Personal Data, personal data breach, Processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation;
- 1.1.9 “**Customer**” means the company contracting with MeVitae for Services under an Order Form, as defined in the relevant Order Form;
- 1.1.10 “**Customer Data**” means data from Customer's (and Authorised Affiliates') HR Platform or FHS used by MeVitae in its performance of the Services or inputted into MeVitae's Software by Customer, Authorised Affiliates, Authorised Admins, or Authorised Users in connection with this Agreement;
- 1.1.11 “**Customer Personal Data**” means Personal Data that Customer and any Authorised Affiliates provide to MeVitae in connection with this Agreement;

- 1.1.12 **"Data Processing Schedule"** means the data processing schedule attached to the main body of the General Terms and Conditions;
- 1.1.13 **"Data Protection Legislation"** shall mean: (i) all applicable privacy and data protection laws in the United Kingdom, including the UK General Data Protection Regulation (Regulation 2016/679) (the **"GDPR"**) and the Data Protection Act 2018; and (ii) where applicable to Customer Personal Data in question, the European Union's General Data Protection Regulation ((EU) 2016/679) (**"EU GDPR"**);
- 1.1.14 **"Data Subject Request"** means a Data Subject's request to access, correct, amend, transfer or delete that Data Subject's Personal Data consistent with that Data Subject's rights under the Data Protection Legislation;
- 1.1.15 **"Documentation"** means, where provided in MeVitae's sole discretion, any documentation relevant to the Services made available to Customer or Authorised Affiliates by MeVitae from time to time;
- 1.1.16 **"Effective Date"** refers to the effective date of an Order Form which has the meaning given to it in the Order Form, by default the date of the most recent signature;
- 1.1.17 **"Fees"** means amounts and fees payable by Customer to MeVitae as consideration for Services, Support, Software, and/or Implementation supplied under this Agreement, as may be indicated in a relevant Order Form;
- 1.1.18 **"FHS"** means the file hosting service system which Customer (and Authorised Affiliates) may utilise from time to time, where no HR Platform is used;
- 1.1.19 **"Go-Live Date"** means the date, set in the relevant Order Form or as extended by written agreement of the Parties, upon which Customer may begin using the Services (subject to completion of Implementation with Customer's reasonable and timely cooperation);
- 1.1.20 **"HR Platform"** means the relevant software platform designed to manage aspects of human resources management within an organization, typically one or more human resources functions and modules into a single unified system such as an applicant tracking systems, payroll, employee on boarding and candidate relationship management.
- 1.1.21 **"Implementation"** means the integration, onboarding and training of MeVitae's services into Customer's (and/or Authorised Affiliate's) HR Platform (where an HR Platform is used), as specified in the relevant Order Form prior to provision of the Services;
- 1.1.22 **"Initial Subscription Term"** means the initial term for provision of the Services under the Order Form commencing on the Go-Live Date having a default duration of 36 months, absent an express derivation in the Order Form;
- 1.1.23 **"Insights"** means any non-personal data generated by MeVitae for the purpose of Customer using the Services or for MeVitae to facilitate Customer's use of the Services, or any data generated by means of Customer Data being analysed by the Services and/or the Software;
- 1.1.24 **"Intellectual Property Rights"** means patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- 1.1.25 **"General Terms and Conditions"** shall be read to include the Data Processing Schedule;
- 1.1.26 **"Maintenance"** means the provision of updates, upgrades, patches, regression testing, and scheduled activities required to ensure the continued operability and performance of the software, excluding any Support services;
- 1.1.27 **"Normal Business Hours"** means 0900 to 1700 local UK time, each Business Day, unless otherwise defined in the relevant Order Form;
- 1.1.28 **"Order Form"** means an order for MeVitae's Services executed by the Parties incorporating these General Terms and Conditions;
- 1.1.29 **"Parties"** means MeVitae and Customer;
- 1.1.30 **"Renewal Period"** means the period described in *clause 2.3*;
- 1.1.31 **"Services"** means services of MeVitae as set out in an executed Order Form;
- 1.1.32 **"Service Levels"** means any service level commitments from MeVitae set out in the Order Form;
- 1.1.33 **"Software"** means online software applications provided by MeVitae in performance of the Services;
- 1.1.34 **"Sub-processor"** means any natural or legal person, public authority, agency or other body which processes Personal Data on behalf of a data controller or a data processor;
- 1.1.35 **"Support"** means technical support described in the Order Form to be provided by MeVitae to Customer related to the Services, as set out in the relevant Order Form;
- 1.1.36 **"Virus"** means any, thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the

- programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
- 1.1.37 **“Working Hour”** means an hour within Normal Business Hours.
- 1.2 *Clause*, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.
- 1.6 A reference to writing or written includes e-mail.
- 1.7 References to *clauses* and schedules are to the *clauses* and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.8 Absent express written indication of the Parties’ intent for a particular provision of an Order Form to prevail over the provisions of the General Terms and Conditions, if there is an inconsistency between any of the provisions in the General Terms and Conditions and any Order Form(s), the provisions in these General Terms and Conditions shall prevail.
- 2 TERM AND IMPLEMENTATION**
- 2.1 These General Terms and Conditions shall take effect between the Parties on the execution of an Order Form between the Parties.
- 2.2 Unless otherwise terminated in accordance with their terms, these General Terms and Conditions shall, subject to *clause 12.1.5*, continue in force until no Order Forms executed hereunder remain in effect between the Parties.
- 2.3 Absent an express deviation in the Order Form, each executed Order Form will take effect from the Effective Date for the purposes of Implementation (where Customer uses an HR Platform), then, from the Go-Live Date for an Initial Subscription Term.
- 2.4 Thereafter, the Order Form shall be automatically renewed for successive periods of twelve (12) months (each a **“Renewal Period”**), unless:
- 2.4.1 either Party notifies the other Party of termination of the Order Form, in writing, at least sixty (60) days before the end of the Initial Subscription Term or any Renewal Period, in which case the Order Form shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 2.4.2 otherwise terminated in accordance with the provisions of this Agreement.
- 2.5 The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the relevant Order Form’s **“Subscription Term”**.
- 2.6 Subject to Customer’s reasonable and timely cooperation, MeVitaе shall use commercially reasonable endeavours to complete Implementation before the Go-Live Date;
- 2.7 A change of HR Platform at any point during the Subscription Term may be accommodated by MeVitaе following Customer’s written request provided at least ninety (90) days prior to the changes. MeVitaе’s written consent shall not be unreasonably withheld or delayed, subject to technical compatibility of the Services with the new HR Platform in MeVitaе’s reasonable estimation. In such an event, where MeVitaе consents in writing to the change:
- 2.7.1 The relevant Initial Subscription Term or Renewal Period will be suspended as necessary to complete the additional Implementation; and
- 2.7.2 A Fee for the additional Implementation will be reasonably calculated by MeVitaе and invoiced to Customer.
- 2.8 MeVitaе reserves the right to alter the Go-Live Date as MeVitaе in its reasonable discretion deems necessary where Implementation is or expected to be delayed for any reason outside of MeVitaе’s full control.
- 2.9 Except where a delay in Implementation is substantially attributable to MeVitaе, MeVitaе may invoice Customer pro rata for any increase in the duration of Implementation.
- 3 MEVITAE’S OBLIGATIONS**
- 3.1 MeVitaе shall use commercially reasonable endeavours to provide Customer and any Authorised Affiliates with the Services under each executed Order Form during the relevant Subscription Term, substantially as described in the Order Form, in accordance with and subject to the terms of this Agreement.
- 3.2 Where commitments as to Service Levels apply to the relevant Service(s) in the Order Form, MeVitaе shall use commercially reasonable endeavours to make the Services available in accordance with the Service Levels (following any Implementation Phase), except for:
- 3.2.1 any planned maintenance as detailed in the Order Form;
- 3.2.2 any unplanned maintenance performed outside Normal Business Hours, provided that MeVitaе has used commercially reasonable endeavours to inform Customer at least five (5) Business Days’ in advance; and

- 3.2.3 emergency maintenance, which may be carried out at any time without notice to Customer, that may reasonably be required to be performed by MeVITae to ensure the security or integrity of the Software and/or the Services.
- 3.3 MeVITae warrants that, to the best of its knowledge as of the Effective Date of the relevant Order Form, MeVITae has all necessary licences, consents, and permissions necessary for the performance of its obligations under the Order Form.
- 3.4 Without prejudice to the rest of this *clause 3*, MeVITae shall be entitled to make changes to the Software and Services and its methods of delivering the Services, provided such changes do not materially and substantially impair the general quality of the Services with respect to Customer.
- 3.5 The obligations at *clause 3.1* and *clause 3.2* shall not apply to the extent any non-conformance is related to use of the Services contrary to MeVITae's instructions, or modification or alteration of the Services by any Party other than MeVITae or MeVITae's duly authorised contractors or agents.
- 3.6 If the Services do not conform with the obligations within *clause 3.1* and/or *clause 3.2*, MeVITae will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly, or provide Customer with an alternative means of substantially achieving the intended performance. Such correction or substitution constitutes Customer's sole and exclusive remedy for any breach of the obligation set out in *clause 3.1* and/or *clause 3.2*.
- 3.7 Notwithstanding the foregoing, MeVITae
- 3.7.1 does not warrant that the Services will be uninterrupted or error-free; or that the Services, Software, or Documentation and/or the information obtained through the Services will meet Customer's or any third party's (including Authorised Affiliates') requirements;
- 3.7.2 is not responsible for any delays, disruptions, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Services, Software, and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- 3.7.3 where the Services are provided via Customer's HR Platform, is not responsible for any delays, disruptions, delivery failures, or any other loss or damage attributable to the acts or omissions of the HR Platform.
- 3.8 This Agreement shall not prevent MeVITae from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 4 CUSTOMER'S OBLIGATIONS**
- 4.1 Absent any increased limit in a relevant Order Form, in relation to Authorised Admins and Authorised Users, including those of any Authorised Affiliates, Customer undertakes that:
- 4.1.1 it will not allow MeVITae's Software to be accessed by more than four (4) Authorised Admins, unless for any Authorised Admin access has been reassigned in its entirety to another individual Authorised Admin, in which case the prior Authorised Admin shall no longer have any right to access the Software;
- 4.1.2 its Authorised Admins will not allow more ten (10) Authorised Users to access the Services and/or Software and/or Documentation;
- 4.1.3 it shall maintain a written, up to date list of all Authorised Admins and Authorised Users, and provide such list to MeVITae within five (5) Business Days of MeVITae's written request at any time or times.
- 4.2 Customer shall not and shall ensure Authorised Affiliates, Authorised Admins, and Authorised Users do not access, store, distribute or transmit any Viruses, or any material during the course of their use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property; and MeVITae reserves the right, without liability or prejudice to its other rights against Customer, to disable access to the Services.
- 4.3 Customer shall not (and shall ensure any Authorised Affiliates do not):
- 4.3.1 except as may be permitted under applicable law and which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 4.3.2 access or permit access to all or any part of the Services, Software, or Documentation in order to build a product or service which competes directly or indirectly with MeVITae; or
- 4.3.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software, and/or Documentation available to any third party except the Authorised Admins and Authorised Users, or
- 4.3.4 attempt to obtain, assist in third parties in obtaining, access to the Services, Software and/or Documentation, other than as provided under this *clause 4.3*; and

- 4.4** Customer shall prevent and take all reasonable steps necessary to prevent, and minimise the effect of, any unauthorised access to, or use of, the Services, Software, and/or the Documentation arising in connection with Customer's or Authorised Affiliate's use thereof. On discovery of any such unauthorised access or use, Customer shall promptly notify MeVITae in writing.
- 4.5** Customer shall as a condition of MeVITae's performance under the Agreement:
- 4.5.1 ensure MeVITae is provided with:
 - a) all reasonably requested co-operation in relation to this Agreement; and
 - b) all reasonably necessary access, licences, consents, and permissions to such information as may reasonably be required by MeVITae in order to provide the Services (and any Implementation) and perform its obligations under this Agreement, including but not limited to Customer Data, security access information, and configuration services;
 - 4.5.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 4.5.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - 4.5.4 be responsible for the accuracy and completeness of any Customer Data and shall ensure it has all the necessary consents, permissions and has provided the applicable notices in relation to Customer Personal Data;
 - 4.5.5 ensure that all Authorised Admins and Authorised Users use the Services, Software, and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised Admins and Authorised User's acts and omissions as though they were the acts and omissions of Customer in relation to any breach of this Agreement;
 - 4.5.6 obtain and shall maintain all necessary licences, consents, and permissions necessary for MeVITae, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
 - 4.5.7 ensure that its network and systems comply with the relevant specifications provided by MeVITae from time to time; and
 - 4.5.8 be, to the extent permitted by applicable law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to MeVITae's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's (or Authorised Affiliates') network connections or telecommunications links or caused by the internet.
- 4.6** Customer shall ensure any Authorised Affiliates, Authorised Admins, and Authorised Users comply fully with all applicable laws and with Customer's obligations under the Agreement with respect to access and/or use of the Services, Software, Insights, and/or Documentation, in addition to all those relating to confidentiality, intellectual property, and data protection.
- 5 DATA PROTECTION**
- 5.1** Both Parties shall comply with their respective obligations under the **Data Processing Schedule**, which is in addition to, and does not relieve, remove or replace, each of the Parties' obligations or rights under the Data Protection Legislation.
- 5.2** Customer shall have sole responsibility for the legality, lawfulness, reliability, integrity, accuracy and quality of all Customer Data.
- 5.3** Customer warrants and represents that Customer and any Authorised Affiliates fully comply and will continue to fully comply with their obligations under the Data Protection Legislation, as well as any other laws and regulations concerning data privacy applicable to Customer or Authorised Affiliates, and have provided all notices, statements or otherwise to any Data Subject whose data is uploaded or transferred to MeVITae, the Services, and/or the Software.
- 5.4** Customer shall ensure that Customer and any Authorised Affiliates have a lawful and valid basis to control, process and/or use any data in relation to the Services and/or the Software and shall ensure that Data Subjects are fully and appropriately informed regarding the processing of their personal data.
- 6 CHARGES AND PAYMENT**
- 6.1** MeVITae shall invoice the Customer for the Fees in accordance with this *clause 6* and the relevant Order Form.
- 6.2** MeVITae shall send each invoice to Customer by email to the Customer's invoicing email address indicated in the Order Form or otherwise communicated by Customer to MeVITae as being for such purposes.
- 6.3** Customer shall pay to MeVITae the full amount under each invoice issued in accordance with this *clause 6*.
- 6.4** Customer shall pay the total amount contained within each invoice within thirty (30) days after the date the invoice is sent by MeVITae (the "**Due Date**").
- 6.5** If MeVITae has not received full payment of the invoice amount by the Due Date, and without prejudice to any other rights and remedies of MeVITae:
- 6.5.1 MeVITae may, without liability to Customer or any third party, disable any accounts and access to all or part of the Services, Software, and/or Documentation and MeVITae shall be under no obligation to provide any or all of the Services while the any sums remain unpaid; and

- 6.5.2 MeVitaе shall be entitled to charge interest which accrues and compounds on a daily basis on such due amounts at an annual rate equal to five percent (5%) over the then current base lending rate of the Bank of England from time to time, commencing on the Due Date and continuing until fully paid, whether before or after judgment, which shall be payable on demand. For Order Forms in US dollars only, the Bank of England's base lending rate shall be substituted for the United States Effective Federal Funds Rate.
- 6.6 MeVitaе shall be entitled to vary the Fees under an Order Form, effective from the start of any Renewal Period, by providing notice to Customer in writing, at least ninety (90) days before the beginning of the Renewal Period. In such an event, the Fees shall be deemed amended accordingly from the beginning of the relevant Renewal Period.
- 6.7 All Fees and other amounts stated or referred to in this Agreement:
- 6.7.1 shall be payable in pounds sterling (unless another currency is specified in the relevant Order Form);
 - 6.7.2 are, non-cancellable and non-refundable;
 - 6.7.3 are exclusive of value added tax or other applicable sales tax, which shall be added to MeVitaе's invoice(s) at the appropriate rate if applicable to Customer.
- 6.8 All amounts due under this Agreement shall be paid by Customer to MeVitaе in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7 PROPRIETARY RIGHTS**
- 7.1 Subject to Customer purchasing Services by executing an Order Form with MeVitaе and subject to Customer's compliance with the terms and conditions of this Agreement, MeVitaе hereby grants to Customer a revocable, non-exclusive, non-transferable right, without the right to grant sublicences (except to Authorised Affiliates on the same terms), to permit Authorised Admins and Authorised Users to access and use the Services, along with any Software, Documentation, and Insights during the Subscription Term solely for Customer's (and any Authorised Affiliates') internal business operations.
- 7.2 Unless otherwise provided for in this Agreement, Customer or Authorised Affiliates shall retain any rights, title and interest which they may have in Customer Data prior to transfer of such to MeVitaе.
- 7.3 Customer acknowledges and agrees that MeVitaе and/or its third-party licensors have and shall retain sole ownership, right, title, and interest in all existing and arising Intellectual Property Rights in the Services, Software, Insights, and the Documentation.
- 7.4 This Agreement does not expressly or by implication grant Customer or any third party (including Authorised Affiliates) any rights to, under, or in any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other Intellectual Property Rights in respect of the Services, Software, Insights, and/or the Documentation, except for any licences as expressly granted under the Agreement.
- 7.5 For clarity, MeVitaе shall be the sole owner in right, title and interest in any modifications, improvements, additional functionality made by MeVitaе in relation to the Services, Software, Insights, and the Documentation.
- 7.6 For clarity, MeVitaе alone shall acquire all right, title and interest in and to any Insights which are generated by MeVitaе through Customer's or Authorised Affiliates' use of the Services.
- 7.7 MeVitaе may use any feedback and suggestions for improvement relating to the Services ("**Feedback**") provided by Customer (or any Authorised Affiliates, Authorised Admins, and Authorised Users) without charge or limitation. Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to MeVitaе at the time such Feedback is first provided to MeVitaе.
- 7.8 Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for MeVitaе (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise Customer Data and Customer's HR Platform or FHS to the extent reasonably required by MeVitaе to perform and improve the Software, Services, Insights, and Documentation or to exercise and perform MeVitaе's rights, remedies and obligations under the Agreement. Customer shall ensure any Authorised Affiliates grant MeVitaе equivalent licences as a condition of access to the Services.
- 7.9 This *clause 7* shall survive termination or expiry of the Agreement.
- 8 CONFIDENTIALITY**
- 8.1 Each Party may be given access to Confidential Information from the other Party in connection with this Agreement and its purposes. A Party's Confidential Information shall not be deemed to include information that:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;
 - 8.1.2 was in the other Party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving Party by a third party without known restriction on disclosure; or
 - 8.1.4 is independently developed by the receiving Party, whose independent development can be shown by written evidence.
- 8.2 Subject to *clause 8.4*, each Party shall:
- 8.2.1 hold the other Party's Confidential Information in confidence;

- 8.2.2 disclose Confidential Information only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes reasonably contemplated under the Agreement or as otherwise reasonably necessary for the provision or receipt of the Services;
- 8.2.3 not use the other Party's Confidential Information for any purpose not provided for or reasonably contemplated by the Parties under this Agreement or as otherwise reasonably necessary for the provision or receipt of the Services; and
- 8.2.4 use at least the same level of protection of the other Party's Confidential Information as it uses to protect its own Confidential Information.
- 8.3** Each Party shall ensure and take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its officers, employees, agents, or representatives in violation of the terms of this Agreement.
- 8.4** A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this *clause 8.4*, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 8.5** Customer acknowledges that details of MeVita's operations made available to Customer in contemplation of or in performance of this Agreement including but not limited to details of the Services, Software, Documentation, Insights, pricing, and the results of any performance tests of its services, constitute MeVita's Confidential Information.
- 8.6** MeVita shall treat any Confidential Information belonging to Authorised Affiliates as if belonged to Customer. Customer shall ensure any Authorised Affiliates, Authorised Admins, and Authorised Users, as well as any other third parties connected to Customer who receive MeVita's Confidential Information in connection with this Agreement, comply with all duties relating to confidentiality and data protection under this Agreement as if they were a Party.
- 8.7** MeVita shall not be responsible for any loss, destruction, alteration or disclosure of Confidential Information to the extent it is caused by any third party not under the control of MeVita.
- 8.8** The above provisions of this *clause 8* shall survive termination or expiry of this Agreement, howsoever arising, for ten (10) years.
- 9 INDEMNITY**
- 9.1** Customer shall defend and indemnify MeVita, its officers, directors, and employees against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Customer's breach of the Agreement.
- 9.2** MeVita shall defend Customer against any claims brought by a third party that, as of the Effective Date of the relevant Order Form, Customer's use of the Services infringes the third party's valid and subsisting copyright, database right, trade mark, or patent registered in the United Kingdom and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such a claim.
- 9.3** In respect of any claim brought or threatened against the Party with the benefit of the indemnity (the "**Indemnified Party**") which falls within the scope of the indemnity given by a Party (the "**Indemnifying Party**") either at *clause 9.1* or *clause 9.2*, the Indemnified Party will:
 - 9.3.1 provide the Indemnifying Party with prompt notice of any such claim;
 - 9.3.2 provide the Indemnifying Party with reasonable co-operation in the defence and settlement of such claim, at the Indemnifying Party's expense; and
 - 9.3.3 give the Indemnifying Party sole authority to defend or reasonably settle the claim.
- 9.4** In the defence or settlement of any claim under *clause 9.2*, MeVita may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement immediately on written notice to Customer without any additional liability or obligation to pay damages or other additional costs to Customer. In the event of such termination, any portion of Fees paid in advance to MeVita attributable to Services to be provided after the date of termination shall be returned to Customer.
- 9.5** In no event shall MeVita, its employees, agents and sub-contractors be liable to Customer (or third party) for any alleged infringement attributable in whole or in part to:
 - 9.5.1 a modification of the Services, Software, or Documentation by anyone other than MeVita; or
 - 9.5.2 use of the Services, Software, or Documentation in a manner contrary to the Agreement or MeVita's reasonable instructions; or
 - 9.5.3 ongoing use of the Services, Software, or Documentation despite notice of the alleged or actual infringement.
- 9.6** The foregoing states Customer's sole and exclusive rights and remedies, and the entire obligations and liability of MeVita (alongside MeVita's officers, employees, agents, contractors and sub-contractors), for infringement of any Intellectual Property Right or right of confidentiality.

10 LIMITATION OF LIABILITY

10.1 Except as expressly and specifically provided in this Agreement:

- 10.1.1 Customer assumes sole responsibility for results obtained from the use of the Services, Software, Insights, and any Documentation by Customer, and for conclusions drawn from such use. MeVitae shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to MeVitae by Customer in connection with the Services, or any actions taken by MeVitae at Customer's direction;
- 10.1.2 All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement including but not limited to in relation to merchantability, satisfactory quality or fitness for any particular purpose; and
- 10.1.3 Services, Software, Insights, and Documentation are provided to Customer on an "as is" basis.

10.2 Nothing in this Agreement excludes or limits either Party's liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; or for any liability which cannot legally be excluded or limited.

10.3 Subject to *clause 10.1* and *clause 10.2*:

- 10.3.1 MeVitae shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- 10.3.2 MeVitae's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, including under any indemnity, arising in connection with the performance or contemplated performance of this Agreement in any contract year (contract year meaning a 12 month period beginning at the Effective Date of the first Order Form executed by the Parties, or any anniversary of it) shall be limited to the total amount of Fees actually paid by Customer to MeVitae in that contract year. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, MeVitae's total liability for those claims shall not exceed the single highest annual cap for those contract years.

11 TERMINATION

11.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- 11.1.1 the other Party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 11.1.2 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) or 123(2) of the Insolvency Act 1986;
- 11.1.3 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- 11.1.4 a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- 11.1.5 an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
- 11.1.6 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
- 11.1.7 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- 11.1.8 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
- 11.1.9 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in *clause 11.1.2* to *clause 11.1.7* (inclusive);
- 11.1.10 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 If, in MeVitae's sole discretion, MeVitae considers the ongoing provision of any Services unduly burdensome or impractical, MeVitae shall be entitled to terminate the relevant Order Form, and/or provision of any of the Services thereunder on no less than thirty (30) days' written notice to Customer. In

such an event, any portion of amounts or fees paid in advance to MeVitaе attributable to future Services shall be promptly returned to Customer.

12 CONSEQUENCES OF TERMINATION

12.1 On termination of this Agreement or any Order Form hereunder for any reason:

- 12.1.1 all licences granted under this Agreement or Order Form hereunder shall immediately terminate and Customer shall immediately cease all use of the Services and/or the Documentation;
- 12.1.2 each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
- 12.1.3 MeVitaе may destroy or otherwise dispose of any of Customer Data, unless MeVitaе receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of Customer Data. MeVitaе shall use reasonable commercial endeavours to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by MeVitaе in returning or disposing of Customer Data;
- 12.1.4 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 12.1.5 any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in or come into force.

13 DISPUTE RESOLUTION

13.1 Before initiating legal action or arbitration against the other Party relating to a dispute herein, the Parties agree to work in good faith to resolve disputes and claims arising out of this Agreement in accordance with and subject to this *clause* 13. To that end, either Party may request that each Party designate an officer or other management employee with authority to bind such Party.

13.2 If the dispute is not resolved within thirty (30) days of the commencement of informal efforts under this *clause* 13, either Party may pursue formal legal or other dispute resolution action. Without prejudice to either Party's right to seek redress in court or arbitration as applicable, each Party shall continue to perform its obligations under this Agreement notwithstanding any dispute or the implementation of the procedures set out in this *clause* 13.

13.3 Nothing in this Agreement shall prevent either Party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief as is necessary.

14 FORCE MAJEURE

MeVitaе shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of MeVitaе or any other), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of MeVitaе's contractors or sub-contractors. MeVitaе shall notify Customer promptly in writing of such an event and its expected duration.

15 NON-SOLICITATION

15.1 Neither Party shall, during the duration of the Agreement and for a period of twelve (12) months after the end of the Agreement, directly or indirectly, whether itself or as part of any arrangement with any third party or third parties (except with the prior written consent of the other Party), solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party, any person that is, or was within the previous twelve (12) months, an employee of the other Party who is employed or engaged in any services which are relevant to the Agreement.

15.2 Neither Party shall be in breach of *clause* 15.1 as a result of running an advertising campaign or general recruitment process open to all applicants and not specifically targeted at any of the staff of the other Party.

16 VARIATION

16.1 Unless and only then to the extent expressly permitted by the Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

16.2 MeVitaе shall from time to time in its sole discretion be entitled to update its General Terms and Conditions. Where an Order Form subject to the General Terms and Conditions is already in effect between MeVitaе and Customer, such an update shall only take effect with respect to that Order Form following thirty (30) days written notice of the update by MeVitaе to Customer. If within those thirty (30) days

Customer reasonably objects to the update by way of written notice to MeVitae, the update shall not take effect with respect to that Order Form.

17 WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 SEVERANCE

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under *clause 18.1* the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19 ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

19.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

20 ASSIGNMENT

20.1 Customer shall not, without the prior written consent of MeVitae, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20.2 MeVitae may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21 SET-OFF

Each Party shall pay all sums that it owes to the other Party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23 ANTI-BRIBERY

Neither Party shall commit any prohibited act under the Bribery Act 2010, or under any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption.

24 THIRD-PARTY RIGHTS

This Agreement does not confer any rights on any person or party who is not a Party to this Agreement (and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999. (For the avoidance of doubt, an Authorised Affiliate is not a Party.)

25 NOTICES

25.1 Any notice given to a Party under or in connection with this Agreement shall be in English and in writing and shall be:

25.1.1 Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

25.1.2 Sent by email to the following addresses (or an address substituted in writing by the party to be served): (i) legal.notices@mevitae.com, for notices sent to MeVitae; or (ii) a Customer email address specified in the relevant Order Form or otherwise communicated to MeVitae, for notices sent to Customer.

25.2 Any notice shall be deemed to have been received

25.2.1 If delivered by hand, at the time the notice is left at the proper address;

25.2.2 If sent by pre-paid first-class post or other next working day delivery service at 9.00 am on the second Business Day after posting; or

25.2.3 If sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours, when Normal Business Hours resume.

25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other formal method of dispute resolution.

26 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

27 GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

28 ARBITRATION

All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be London. The language of arbitration shall be English.

GENERAL TERMS AND CONDITIONS: DATA PROCESSING SCHEDULE**1 INTERPRETATION**

Under this Data Processing Schedule, unless expressly defined otherwise, defined terms shall have the same meaning as in the main body of the General Terms and Conditions. Any conflict of interpretation arising between the main body of the General Terms and Conditions and this Data Processing Schedule shall be resolved in favour of the main body.

2 DATA PROCESSING RELATIONSHIP

- 2.1** The Parties acknowledge and agree that to the extent possible under the Data Protection Legislation, Customer (and any Authorised Affiliates) are Controllers and MeVitae is a Processor of Customer Personal Data.
- 2.2** For the purposes of the Data Processing Schedule only, a description of Customer Personal Data which may foreseeably be processed by MeVitae under an applicable Order Form, and the Processing activities which may be undertaken by MeVitae is set out under “Particulars of Processing” at the end of this Data Processing Schedule.
- 2.3** MeVitae is hereby appointed by Customer to Process Customer Personal Data in accordance with this Agreement.
- 2.4** Nothing in this Agreement relieves Customer (or any Authorised Affiliates) of any of responsibilities or liabilities under the Data Protection Legislation any other data protection or privacy laws that may be applicable.
- 2.5** Where there are Authorised Affiliates, Customer warrants that MeVitae has their full consent to act as their Processor in accordance with the terms of the Agreement.

3 MEVITAE’S PROCESSING OBLIGATIONS

- 3.1** To the extent that MeVitae processes any Customer Personal Data in connection with the Services, and to the extent permitted by law, MeVitae shall:
- 3.1.1 only Process such Customer Personal Data in accordance with Customer’s or Authorised Affiliate’s written instructions, and shall, to the extent permitted by law promptly notify Customer if it believes it has been provided with any instruction to Process Personal Data in breach of the Data Protection Legislation;
 - 3.1.2 maintain a record of its Processing activities under the Agreement in accordance with and to the extent required by the GDPR;
 - 3.1.3 within a reasonable time upon request, deliver up to Customer details of such Processing activities;
 - 3.1.4 ensure that access to any such Customer Personal Data is restricted to those of its personnel who need to have access in order to perform the Services and who are subject to confidentiality obligations in respect of the Personal Data;
 - 3.1.5 notify Customer if it receives any Data Subject Request relating to Customer Personal Data, and shall:
 - a) not respond to the Data Subject Request without Customer’s prior written consent and in accordance with Customer’s instructions; and
 - b) shall provide such assistance as Customer may reasonably require in respect of such Personal Data in order for Customer to comply with and respond to the Data Subject Request in accordance with the Data Protection Legislation;
 - 3.1.6 notify Customer promptly (and in any event within seventy two (72) hours) if it or its Sub-processors receives or is the subject of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data (a “Notifiable Event”) and shall provide all details reasonably and lawfully required by Customer in respect of the Notifiable Event, and shall, upon Customer’s request, take such action and provide such assistance as Customer may reasonably and lawfully require in order for Customer to comply its obligations with regards to the Notifiable Event, including notification to the Information Commissioner’s Office and Data Subjects, where applicable;
 - 3.1.7 provide reasonable assistance to Customer in inputting into and carrying out data protection impact assessments and, to the extent required under the Data Protection Legislation, prior notification; and
 - 3.1.8 ensure that it has implemented appropriate organisational and technical measures in order to comply with its obligations under this Data Processing Schedule.
 - 3.1.9 MeVitae shall have Customer’s general written authorisation to appoint Sub-processors to Process any Customer Personal Data on Customer’s behalf in connection with the Services. Where MeVitae engages a new Sub-processor, MeVitae shall:
 - 3.1.10 save for those Sub-processors already identified under “Particulars of Processing”, inform Customer prior to the appointment or removal of any Sub-processor, thereby giving Customer an opportunity to object to the appointment or removal; and

- 3.1.11 ensure that such Sub-processor is subject to a written agreement which imposes on it binding contractual obligations which are substantially equivalent to the terms imposed on MeVitae under this Data Processing Schedule; and
- 3.1.12 ensure that the Sub-processor's Processing of such Customer Personal Data terminates upon termination of MeVitae's right to Process the data.
- 3.2** Provided that always MeVitae shall be liable for the acts and omissions of such Sub-processors in relation to the Processing of such Customer Personal Data.
- 3.3** Unless otherwise required by law, MeVitae shall not cause or allow any Customer Personal Data to be transferred outside of the UK or European Economic Area (EEA), or to a country which is not subject to a UK or European Commission decision deeming it to have adequate safeguards in place, without Customer's prior authorisation. To the extent that Customer consents to any such transfer, appropriate safeguards (such as Standard Contractual Clauses) shall be employed where required by the Data Protection Legislation and MeVitae shall ensure that such transfer is undertaken in accordance with the Data Protection Legislation and the lawful instructions of Customer in accordance with this Agreement.
- 3.4** Following termination or expiry of this Agreement, MeVitae shall cease all Processing of any Customer Personal Data Processed on Customer's behalf under this Agreement and shall, at Customer's option, return or destroy and delete all such Customer Personal Data, unless otherwise required by law or the terms of the Agreement.
- 3.5** In order to demonstrate MeVitae's compliance with the Data Protection Legislation and the terms of the Data Processing Schedule MeVitae shall:
- 3.5.1 provide Customer with such information as Customer reasonably requests from time to time to demonstrate that MeVitae is complying with its obligations under this Data Processing Schedule and the Data Protection Legislation; and
- 3.5.2 allow Customer, its agents, representatives, regulators and external auditors (where bound by equivalent obligations of confidentiality) reasonable access (on reasonable notice) to its premises where Personal Data is Processed under this Agreement to the extent necessary to allow Customer to audit its compliance with the Data Protection Legislation and shall provide reasonable co-operation as requested by Customer in the performance of such audit.
- 4 COMPENSATION AND CLAIMS**
- 4.1** MeVitae shall be liable for breach of this Data Processing Schedule (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with the Agreement, (without prejudice to *clause 10* in the main body of the General Terms and Conditions):
- 4.1.1 only to the extent loss is caused by the Processing of Customer Personal Data under our Agreement and directly resulting from MeVitae's breach of the Agreement; and
- 4.1.2 in no circumstances to the extent that losses related to data protection or processing (or the circumstances giving rise to them) are contributed to or caused by any breach of the Agreement or law by Customer.
- 4.2** If Customer receives a compensation claim from a person relating to processing of Customer Personal Data in connection with the Agreement or MeVitae's services in relation to Customer, it shall promptly and without undue delay provide MeVitae with notice and full details of such claim.
- 4.3** The Parties agree that Customer shall not be entitled to claim back from MeVitae any part of any compensation paid by Customer in respect of such damage to the extent that Customer is liable to indemnify or otherwise compensate MeVitae in accordance with the Agreement.

PARTICULARS OF PROCESSING

For more Service-specific information, see description of the Services in the relevant Order Form.

Subject-matter of Processing:

- Prospective, present, and past employee documents and records relating to Customer or Authorised Affiliates
- Authorised Admins and Authorised Users' login details

Duration of the Processing:

- Personal data of Customer's or Authorised Affiliates' prospective, present, and past employees Processed in accordance with the Agreement, as well as of Authorised Admins and Authorised Users may be processed until the earlier of final termination or final expiry of the Agreement, except as otherwise expressly stated in or reasonably inferred from the Agreement.

Nature and purpose of the Processing:

- MeVitae analyses, modifies, and/or pseudonymises certain Customer Personal Data in order to provide Services whose general purpose is to improve the fairness and efficiency of Customer's human resources systems and processes.

- MeVitae also processes certain Customer Personal Data so that Authorised Admins and Authorised Users may access and use the Services according to the Agreement.

Type of Personal Data:

- (Authorised Admins and Authorised Users) Names, contact information, and other login details
- (Customer's or Authorised Affiliates' prospective, present, and past employees) Any types of personal data that may be provided by a job candidate or employee to an employer for employment purposes, such as (but not limited to) age, gender, ethnicity, beliefs, employment history, educational history, health records, criminal and civil records, membership of organisations

Categories of Data Subjects:

- Customer's and Authorised Affiliates' prospective, present, and past employees
- Authorised Admins and Authorised Users

Special categories of Personal Data:

Types of Customer Personal Data processed under the Agreement may foreseeably include:

- Racial or ethnic origin
- Health
- Sex life or sexual orientation
- Political opinions
- Religious or philosophical beliefs
- Criminal background or alleged offences
- Trade union membership

Sub-processors:

Current authorised Sub-processors that may be used by MeVitae to process Customer Personal Data:

- Microsoft Azure (UK/Netherlands/Ireland/Germany)
 - Cloud service for data storage and processing
- Amazon Web Services (UK/Ireland/Germany)
 - Cloud service for data storage and processing
- Google Cloud (UK/Netherlands/Belgium/Germany)
 - Cloud service for data storage and processing
- Redis (UK/Netherlands/Belgium/Germany)
 - Cloud service for data storage and processing hosted on Google Cloud (above)
- CloudConvert (Germany)
 - Cloud service for converting documents (pdf, docx etc.) for redaction
- CloudFlare (worldwide CDN <https://www.cloudflare.com/en-gb/network/>)
 - Cloud service for network protection
- SendGrid (USA/EU)
 - Cloud service email sending, used to authenticate Customer's user email addresses

END OF GENERAL TERMS AND CONDITIONS
