

GENERAL TERMS

BUDDY HEALTHCARE (UK) LTD

VERSION UK-1.0.0

2022-02-08

1. SCOPE OF APPLICATION

These general terms and conditions ("General Terms") shall apply to the sale and licensing of information technology products and to the supply of information technology services provided by Buddy Healthcare (UK) Ltd ("Supplier") to the Customer under the Service Agreement.

2. INTERPRETATION

2.1. The following definitions and rules of interpretation apply in these General Terms. Capitalised terms used but not defined in these General Terms will have the meaning ascribed to them in the Service Agreement.

"Agreement"	means the Service Agreement and these General Terms.
"Availability"	means the availability of the Software Service as described in the Service Level Description.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Confidential Information"	means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to: (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; (b) any information developed by the parties in the course of carrying out this agreement; (c) Personal Data; (d) any Commercially Sensitive Information.
"Commercially Sensitive Information"	the information listed in the ANNEXES of the Agreement comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.
"Customer"	means the party named in the Service Agreement.
"Customer Material"	means information or material transferred by the customer to the software service or otherwise provided or made available to the supplier on behalf of the customer for purposes of the software service as well as any other information or material specified as customer material by the parties.
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; [nd the guidance and codes of practice issued by the Information Commissioner and which are applicable to a party.
"Deliverables"	mean the products and services set out in the Service Agreement.
"Environmental Information Regulations"	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
"Force Majeure Event"	has the meaning set out in clause 25.1.
"Identifier"	means user identifier such as password or other method for identifying the user of the soft -ware service in a reliable manner.
"Information"	has the meaning given under section 84 of FOIA.
"Personal Data"	as defined in the Data Protection Legislation.
"Representatives"	means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.
"Request for Information"	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.
"Service Agreement"	means the agreement between the Supplier and the Customer to which these General Terms are attached.
"Software"	means the online software applications provided by the Supplier as part of the Software Services.
"Software Service"	means the services to be delivered by or on behalf of the Supplier under the Service Agreement as described in Service Agreement.
"Supplier Material"	means material provided or made available by the supplier to the customer for purposes of the use of the software service and any other information or material specified as supplier material by the parties.
"Support Service"	means the installation, maintenance, support, consultancy, training, software service or other service as described in the Service Level Description.
"UK GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
"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.
"Vulnerability"	means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.
2.2.	Clause, schedule and paragraph headings shall not affect the interpretation of these General Terms.

- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.7. Unless expressly provided otherwise in the Agreement a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8. Unless expressly provided otherwise in the Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 2.9. A reference to writing or written includes fax [and email OR but not email].
- 2.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. LICENCE

- 3.1. The Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Software Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 3.2. The Supplier shall have the right to subcontract the implementation of the Software Service or a part of the Software Service and its obligations under the Agreement. The Supplier shall be liable for the performance of its subcontractors as for its own performance. The terms regarding the use of subcontractors are specified in section 15.

4. GENERAL RESPONSIBILITIES OF THE SUPPLIER

- 4.1. The Supplier undertakes that the Software Service will be performed in accordance with reasonable care and skill in accordance with the terms of the Agreement.
- 4.2. The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Software Services contrary to the Supplier's instructions, or modification or alteration of the Software Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Software Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.
- 4.3. The Supplier shall make available to the Customer the instructions for the Software Service and requirements for its operating environment. The Supplier shall provide the Customer with other support related to the deployment of the Software Service only if separately agreed upon by the parties in writing.
- 4.4. The Supplier shall inform the Customer in writing of the Supplier's contact person and other necessary contact details, as well as any changes thereto, for the purpose of the Customer's requests relating to the Software Service.

5. GENERAL RESPONSIBILITIES OF THE CUSTOMER

- 5.1. The Customer undertakes to perform the tasks for which it is responsible in conformity with the Agreement and with due care.
- 5.2. The Customer shall be responsible for acquiring and maintaining the functional status of the hardware, connections and software that the Customer needs to use the Software Service. The Customer shall be responsible for the data communication and other comparable costs related to use of the Software Service. The Customer shall be responsible for preparing the hardware, connections, software and data systems to meet the operating environment requirements delivered by the Supplier.
- 5.3. The Customer shall provide the Supplier with sufficient and correct information for the delivery and also otherwise reasonably contribute to the delivery of the Software Service. The Customer shall be responsible for the information and instructions provided to the Supplier and for keeping them up to date.
- 5.4. The Customer shall inform the supplier in writing of the Customer's contact person and other necessary contact details, as well as any changes thereto, for the purpose of the Supplier's contact requests relating to the Software Service.
- 5.5. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (e) is otherwise illegal or causes damage or injury to any person or property;
 and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 5.6. The Customer shall not:
 - (a) access all or any part of the Software Services and Deliverables in order to build a product or service which competes with the Software Services and/or the Deliverables; or
 - (b) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software Services and/or Deliverables available to any third party except the authorised users, or
 - (c) attempt to obtain, or assist third parties in obtaining, access to the Software Services and/or Deliverables, other than as provided under this clause 4; or
 - (d) introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

6. CONTENTS OF SOFTWARE SERVICE AND SERVICE LEVELS

- 6.1. The Customer will ensure that the Software Service set out in the Service Agreement is suitable for the Customer's purpose of use and that it meets the Customer's requirements for the Software service. If the content and service level of the Software Service have not been specified in the Service Agreement, the Supplier's terms and conditions from time to time in force shall apply.
- 6.2. The Supplier shall inform the Customer without delay of any matter that comes to the knowledge of the Supplier and that may prevent use of the Software Service in conformity with the Service Agreement.

7. RIGHTS AND CUSTOMER MATERIAL

- 7.1. Nothing in this Agreement shall be deemed or construed as an assignment by a party of its intellectual property rights.
- 7.2. All intellectual property rights in and to the Software Service, Deliverables and Supplier Material and amendments thereto shall belong to the Supplier or a third party.
- 7.3. All intellectual property rights and title to the Customer Material shall belong to the Customer or a third party.
- 7.4. The Supplier has the right to use Customer Material only for the purposes of the agreement.
- 7.5. The Customer shall be responsible for Customer Material and for ensuring that the Customer Material does not infringe any third party rights or violate any legislation in force from time to time.
- 7.6. Unless otherwise agreed in writing, the Supplier shall provide the Customer with the Customer Material within 30 days of the Customer's written request. The Customer Material shall be delivered in an electronic form commonly in use or in another form as agreed by the parties. The Supplier shall have the right to charge for the collection, processing and delivery of the Customer Material in accordance with agreed pricing principles. The Supplier's responsibility to store the Customer Material terminates 60 days from termination or expiration of the Service Agreement, after which the Supplier shall at its own expense destroy the Customer Material unless the Customer has requested return of the Customer Material. However, the Supplier shall be entitled to destroy or retain the Customer Material to the extent required by applicable law. The terms regarding the deleting or returning materials containing personal data are specified in section 15.

8. DELIVERY AND DEPLOYMENT OF THE SOFTWARE SERVICE

- 8.1. The Supplier shall start delivery of the Software Service on the agreed date of deployment or within an agreed period of time. If the period or date of deployment of the Software Service has not been agreed upon in writing, the Supplier shall start delivery of the Software Service within a reasonable time from the signing of the Service Agreement or from order confirmation.
- 8.2. The delivery of the Software Service shall be deemed to have commenced when the deployment project has started with the Customer. Unless otherwise agreed in writing, the Supplier's right to invoice for the Software Service shall begin at the moment when the deployment project starts.
- 8.3. If the start of the use of the Software Service is delayed due to a reason attributable to the Customer, the delivery time shall be extended until the factor which prevented the start of the use has been corrected or has ceased to exist. The Supplier's right to invoice the Software Service shall begin from the time when the Software Service would be available for use were it to depend only on the Supplier.
- 8.4. The Customer shall, without any undue delay after starting the use of the Software Service, inspect the functionality of the Software Service and make a complaint regarding any inoperability or other error or defect identified in the delivery. If the Customer has not given notification of errors within seven (7) weekdays of the start of the delivery of the Software Service, the Software Service shall be deemed to have been accepted. Furthermore, the Software Service shall be deemed to have been accepted immediately after it has been found to be functional in a rollout test conducted mutually by the contracting parties. Any deficiencies or faults that do not significantly impair the use of the Software Service will not prevent the delivery from being accepted but the Supplier is obligated to correct them without any undue delay.
- 8.5. The Supplier and the Customer may agree upon a test run period for the Software Service. During the test run period, the Supplier shall not have any obligations or any liability for damages. The Customer is not obligated to pay the service

charge for the test run period, but the Customer shall otherwise comply with the terms of the Agreement.

9. USE OF SOFTWARE SERVICE

- 9.1. The Customer shall use the Software Service in accordance with the Service Agreement. Unless otherwise agreed in writing, the Customer and third parties acting on behalf of the Customer are entitled to use the Software Service and Supplier material in the Customer's business during the term of the Service Agreement. However, the Customer and third parties acting on behalf of the Customer are entitled to use material derived from the Software Service that contains Customer Material and material created for the Customer in the Customer's business during the term and after termination or expiry of the Service Agreement.
- 9.2. The Customer is not entitled to resell or in any other way distribute the Software Service to third parties without the prior written consent of the Supplier.

10. IDENTIFIERS AND THEIR USE

- 10.1. Unless otherwise agreed in writing, the Supplier shall deliver to the Customer identifiers necessary for the use of the Software Service in accordance with the Service Agreement.
- 10.2. The Customer shall be responsible for ensuring that its users maintain identifiers diligently and do not disclose them to third parties. The Customer shall be responsible for the use of the Software Service using the Customer's Identifiers.
- 10.3. The Customer undertakes to notify the Supplier without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier is being misused. The Customer's responsibility for the use of the Software Service with its Identifiers expires at the moment the Supplier receives the Customer's notification or when the Supplier otherwise becomes aware of the misuse.
- 10.4. Upon written request by the Supplier, the Customer is obliged to change the Identifier required for using the Software Service if this is necessary, for example, due to severe data security risk related to the Software Service

11. AVAILABILITY OF THE SOFTWARE SERVICE

- 11.1. The Supplier shall measure the usability of the Support Service in the production environment at the access point of the public data network in accordance with Supplier's processes. The Supplier shall keep calendar monthly records of service break notices, response times and the time of commencement of restoration measures. The Supplier shall maintain the information specified in this section 11.1 for the term of the Service Agreement. Upon the Customer's request, the Supplier shall deliver to the Customer, at the latest on the fourteenth (14th) day of the following month, information for the previous month and information on installation, change and maintenance work carried out.

12. CHANGES TO SOFTWARE SERVICE

- 12.1. The Supplier shall be entitled to make such change to the Software Service that (a) relates to the production environment of the Software Service and does not affect the contents of the Software Service or service level; (b) is necessary to prevent a severe data security risk related to the Software Service or (c) results from applicable law. If the Supplier makes a change to the Software Service as specified in this section 12.1 which has an effect on the Software Service delivered to the Customer, the Supplier shall inform the Customer of the change in good time in advance or, if this is not reasonably possible, without delay after the Supplier has become aware of such matter.
- 12.2. The Supplier shall be entitled to make a change to the Software Service other than specified in section 12.1 after informing the Customer in good time in advance. If the change has a material effect on the contents of the Software Service or the service level, the Supplier must inform the Customer about the change in writing at least ninety (90) days before the effective date of the change. If the such change has a reasonable effect to the Software Service or

the customer's intended use case of the Software Service and the Supplier can't withdraw the effect, the Customer shall have the right to terminate the Service Agreement by giving thirty (30) days prior notice. In such case the termination notice shall be given in writing no later than fourteen (14) days following the effective date of the change.

13. SUSPENSION OF SOFTWARE SERVICE

- 13.1. Unless otherwise agreed in writing on installation, change or maintenance work of the Software Service, the terms and conditions of this section 13.1 shall apply. The Supplier shall have the right to suspend delivery of the Software Service for a reasonable duration on working days (Monday to Friday) from 6 pm to 8 am, on Saturdays, Sundays and official holidays if this is necessary in order to perform installation, change or maintenance work in respect of the Software Service and such installation, change or maintenance work cannot be performed at a reasonable cost without suspension of the Software Service. If the Supplier suspends delivery of the Software Service for areas on specified in this section 13.1, the Supplier shall (a) inform the Customer of the suspension of the Software Service and the duration of the suspension in good time in advance; (b) strive to minimise any inconvenience resulting from the suspension; and (c) on the Customer's written demand compensate the Customer a failure to meet the agreed service level according to, and if, the compensation agreed in the Support Services.
- 13.2. The Supplier shall have the right to suspend delivery of the Software Service due to installation, change or maintenance work of general communications network or due to a severe data security risk related to the Software Service or if required by applicable law or due to a Force Majeure Event. If the Supplier suspends delivery of the Software Service for a reason specified in this section 13.2, the Supplier shall inform the Customer of the suspension and the duration of the suspension in good time in advance or, if this is not reasonably possible, without undue delay after the Supplier has become aware of such matter.
- 13.3. The Supplier shall have the right to prevent the Customer's access to the Software Service without first consulting the Customer, if the Supplier reasonably suspects that the Customer uses the Software Service in a manner that jeopardises the delivery of the Software Service to other users. The Supplier shall without undue delay inform the Customer of the reasons for such prevention. If the Customer demonstrates that it has used the Software Service in conformity with the Service Agreement, the Supplier shall be responsible for compensating the Customer a failure to meet the agreed service level according to, and if, the compensation agreed in the Service Agreement.

14. DATA SECURITY AND DATA PRIVACY

- 14.1. Each party and its subcontractors shall comply with the measures agreed by the parties in writing and the legal requirements set out in applicable laws related to data security and backup requirements. To the extent the parties have not agreed otherwise in writing regarding data security, the terms set out in sections 14.2 – 14.4 shall apply.
- 14.2. Each party shall ensure that the part of the Deliverables and the party's own environments, such as equipment, service production facilities and business premises, within that party's responsibility under the Service Agreement, are protected against data security threats in accordance with the adequate data security procedures used by the party, and shall ensure that measures relating to data security and backup are complied with.
- 14.3. Each party is responsible for the data security of its own data system and communications network. Neither party is responsible for the data security of the general communications network or any disturbance in the general communications network or for any other impediment affecting the use of the Software Service beyond its control nor for damage resulting thereof.

- 14.4. A party shall be entitled to undertake necessary measures in order to prevent data security breaches and to remove disturbances affecting data security. Such measures may include, for example, prevention of message transmission or reception or removal of malicious software that poses a threat to data security from messages. Any measures implemented by a party shall be commensurate with the seriousness of the disturbance being combated and must be immediately discontinued if the grounds for them no longer exist.
- 14.5. Each party and its subcontractors shall comply with the measures agreed by the parties in writing and the legal requirements set out in applicable laws related to data privacy.
- 14.6. Insofar as the Supplier processes personal data provided by the Customer, the Supplier shall process the data as processor on behalf of the Customer according to Art. 28 UK General Data Protection Regulation (UK GDPR). The parties shall enter into the processing contract provided to the Customer by the Supplier to implement the requirements of Art. 28 UK GDPR.

15. BACKUPS

- 15.1. Unless otherwise agreed in writing, the Supplier is responsible for taking backups of the Customer Material stored in the Software Service, for checking the functionality of the backups and for ensuring that Customer Material can be recovered from the backups. The Supplier is responsible for taking backups of the Customer Material stored in the Software Service from the date of deployment of the Software Service by the Customer.
- 15.2. If the Customer Material stored in the Software Service is – through no fault of the Supplier – destroyed, lost, altered or damaged while the Customer has used the Customer's Identifier or if the Customer has otherwise by its own action caused the destruction, loss or alteration of, or damage to, the Customer Material stored in the Software Service, the Supplier shall have the right to charge for the recovery of such material on the agreed pricing principles.

16. MANAGEMENT OF DATA SECURITY BREACHES

- 16.1. Each party shall notify the other party without undue delay of any significant data security or data privacy risks and data security or data privacy breaches, actual or suspected, detected by such party that pose a threat to the Software Service or its use.
- 16.2. Each party shall, for its part, take immediate action in order to eliminate or reduce the effect of any data security or data privacy breach.
- 16.3. Each party shall co-operate with the other in the investigation of any data security or data privacy breaches.

17. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 17.1. The Supplier warrants that the Deliverables do not infringe third party intellectual property rights in the United Kingdom.
- 17.2. Subject to clause 17.4, the Supplier shall at its own expense indemnify the Customer against claims presented against the Customer that a Deliverable infringes third party intellectual property rights in the United Kingdom provided that the Customer promptly notifies the Supplier in writing of such presented claims and permits the Supplier to defend or settle the claims on behalf of the Customer and gives to the Supplier, at the request of the Supplier and at the Supplier's expense, all necessary information and assistance available and the necessary authorisations. The Supplier shall pay all damages awarded in a trial or agreed to be paid to a third party if the Customer has acted in accordance with the foregoing.
- 17.3. If, in the reasonable opinion of the Supplier, a Deliverable infringes third party intellectual property rights use or if such infringement has been confirmed in a trial, the Supplier shall and may at its own expense and discretion either (a) obtain the right to continue use of the Deliverable for the Customer; (b) replace the Deliverable with a product or service that

complies with the Service Agreement and corresponds to the Deliverables; or (c) modify the Deliverable in order to eliminate the infringement in such a manner that the modified Deliverable complies with the Services Agreement. If none of the above-mentioned alternatives is available to the Supplier on reasonable terms, the Customer shall, at the request of the Supplier, stop using the Deliverable and return it, and the Supplier shall refund the price paid by the Customer for the Deliverable less the proportion of the price corresponding to the actual time of use.

- 17.4. The Supplier shall not in any circumstances be liable if the claim (a) is asserted by a company, which exercises control over the Customer or which is controlled by the Customer within the definition of control laid down in the section 1124 of the Corporation Tax Act 2010; (b) results from alteration of the Deliverable by the Customer or from compliance with the Customer's written instructions; (c) results from use of the Deliverable in combination with any product or service not supplied or approved by the Supplier; or (d) could have been avoided by the use of a released product or service that complies with the Service Agreement and corresponds with the Deliverables and which product or service is offered for use to the Customer by the Supplier without separate charge.
- 17.5. The Supplier's liability for infringement of intellectual property rights in the Deliverables shall be limited in accordance with this section 16.117.

18. PRICES

- 18.1. The prices, pricing principles and the adjustment of the prices for the Software Service and Deliverables are set out in the Service Agreement. To the extent the parties have not agreed otherwise in writing regarding the prices, pricing principles and the adjustment of the prices for the Deliverables, the terms set out in sections 18.2 – 18.9 shall apply.
- 18.2. The currency to be used for prices and invoicing is Pounds Sterling.
- 18.3. If a price for a product or a service has not been agreed in the Service Agreement or otherwise, the price in the Supplier's price list effective on the date of order shall apply to the product or service in question.
- 18.4. If the price of a product or service is wholly or partly tied to specific price adjustment criteria, the price shall be adjusted in proportion to the change if the change is at least two (2) percent. With respect to the specific price adjustment criteria the base value or quotation at the date of the signature of the agreement shall apply. With respect to prices tied to a currency exchange rate, these shall be determined using the mid-rate quoted by the European Central Bank at the date of delivery; save for products or services invoiced periodically, the price of which shall be determined using the mid-rate quoted by the European Central Bank at the date of invoicing.
- 18.5. The Supplier shall be entitled to adjust the recurring charge of a product or service by notifying the Customer of the change and of the reason of the change in writing at least ninety (90) days before the effective date of the change. Where a price change occurs, the Customer shall be entitled to terminate the Service Agreement for the product or service in question on the effective date of the price change by notifying the Supplier thereof in writing at least thirty (30) days before the effective date of the change. In that case the Customer shall also be entitled to terminate the Service Agreement simultaneously with respect to other products and services which, due to the above-mentioned termination, can no longer be essentially used for the benefit of the Customer. The change shall not affect the charges for invoicing periods which have commenced before the effective date of the change.
- 18.6. The prices exclude value added tax and other applicable taxes. Value added tax and any other applicable taxes shall be added to the prices at the prevailing rate.
- 18.7. The Supplier shall be entitled to charge for customary and reasonable travel and accommodation costs as well as per

diem allowances separately. The Supplier shall also be entitled to charge, separately, fifty percent of the agreed hourly charge for time taken by a journey necessitated by the service and exceeding 60 kilometres back and forth. If the journey back and forth total not more than 60 kilometres, the travel time shall not be charged for. Other travel arrangements shall be agreed separately.

- 18.8. Pursuant to the agreed pricing principles, the Supplier shall be entitled to charge, separately, for work that does not fall within the scope of the Deliverables but is ordered by the Customer in writing. In addition, the Supplier shall be entitled to charge extra fees in respect of such work pursuant to the agreed pricing principles if the Customer makes a written order for work to be conducted outside the Supplier's normal working hours.
- 18.9. Pursuant to the agreed pricing principles, the Supplier shall be entitled to charge, separately, for additional costs incurred as a result of the provision of incorrect information by the Customer or other similar reason for which the Customer is responsible.

19. PAYMENT TERMS

- 19.1. The Customer shall pay the prices in accordance with the payment instalments and payment terms in writing. To the extent the parties have not agreed otherwise in writing regarding the payment instalments and payment terms, the terms set out in sections 19.2 – 19.4 shall apply.
- 19.2. The Supplier shall invoice for the Deliverables upon delivery and for the Subscription Services following their performance. However, the Supplier shall be entitled to invoice for recurring charges and other periodically invoiced charges in advance in accordance with intervals agreed in writing or, if the intervals have not been agreed in writing, monthly in advance. However, if the parties have agreed on acceptance procedure of the delivery or part of the delivery, the Supplier shall invoice for time-based charges monthly in arrears and for other charges based on delivery following acceptance of such delivery or part of the delivery.
- 19.3. The payment term is fourteen (14) days net from the date of delivery or date of invoice, whichever is later.
- 19.4. Interest on delayed payments accrues in accordance with English Law.

20. CONFIDENTIALITY

- 20.1. Each party shall keep in confidence all Confidential Information received from the other party, and may not use such Confidential Information for any purposes other than those set out in the Agreement. The obligation of confidentiality shall not apply to Confidential Information, (a) which is generally available or otherwise public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); (b) which the receiving party has received from a third party without any obligation of confidentiality; (c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; (d) which the receiving party has independently developed without using material or information received from the other party; or (e) which the receiving party is required to provide due applicable law.
- 20.2. Each party shall promptly upon termination of the Agreement or when the party no longer needs the Confidential Information in question for the purpose set out in the Agreement cease using any such Confidential Information received from the other party and upon request return or destroy the material including all copies thereof in a reliable manner. Each party shall, however, be entitled to retain such Confidential Information as is required by applicable law.
- 20.3. The rights and responsibilities under this section 20 shall survive the termination, expiration or cancellation of the Agreement. Unless otherwise agreed in writing, these rights and obligations shall expire after five (5) years from the termination, expiration or cancellation of the Agreement. However, the Software Service and the related documentation shall remain confidential indefinitely. The

termination, expiration or cancellation of the agreement shall, however, not affect the rights and obligations related to this section 20, if applicable laws require a longer confidentiality obligation than the confidentiality period set out in this section 20.3.

21. TERM AND TERMINATION

- 21.1. The Agreement shall commence on the date stated in the Service Agreement and shall continue for the term set out in the Service Agreement until terminated by either party in accordance with its terms.
- 21.2. Unless otherwise agreed in writing, the Agreement may be terminated by the Customer by giving three (3) months' written notice, and by the Supplier by giving six (6) months' written notice. The period of notice shall be calculated from the last day of the month during which the notice of termination was given.
- 21.3. If the Customer has paid a service fee for a certain period of time in advance and the Agreement terminates prematurely for a reason not attributable to the Customer, the Customer shall be entitled to receive by way of refund the portion of the advance payment which corresponds to the time period not realised.

22. CONSEQUENCES OF TERMINATION

- 22.1. On expiration or termination of the Agreement, the Supplier shall reasonably contribute in the transition of the Customer Material in the possession of the Supplier to a party designated by the Customer. Unless otherwise agreed in writing, the obligation to contribute ends after three (3) months from the expiration or termination of the Service Agreement. The agreed pricing principles shall apply to services relating to the Supplier's obligation to contribute to the transfer.
- 22.2. The obligation to contribute to the transfer mentioned in section 22.1 shall not apply if the Agreement is terminated by the Supplier due to a material breach by the Customer. The Supplier shall, however, also have the obligation to contribute to the transfer mentioned in section 22.1 in a situation referred above in this section 22.2, if the Customer settles all amounts due to the Supplier and provides the Supplier with an acceptable guarantee for further payments under the Agreement.

23. DELAY AND CANCELLATION OF AGREEMENT

- 23.1. If a party reasonably suspects that a delay will or is likely to occur, such party shall without delay inform the other party in writing of the delay and of the effects of the delay on the delivery time schedule.
- 23.2. If it becomes evident that fulfilment of the Service Agreement will be delayed for more than sixty (60) days due to a Force Majeure Event, the party not subject to the Force Majeure Event shall be entitled to cancel the Service Agreement wholly or in part without either party having the right to claim damages.
- 23.3. If the delivery is delayed due to a reason attributable to a party and does not take place within a reasonable extension of time, such extension of time to be at least thirty (30) days, set by the non-breaching party in writing, the non-breaching party shall be entitled to cancel the Agreement with respect to the products and services whose delivery is delayed, provided that the delay is of a substantial importance to the non-breaching party and the delayed party knew or should have known this.
- 23.4. A party shall also be entitled to terminate the Agreement wholly or in part if the other party is otherwise materially in breach of the terms of the Agreement and the breach is of substantial importance to the non-breaching party. If the breach is capable of being remedied, the Agreement may be cancelled only if the party in breach has not rectified its breach within a reasonable period of time set by the other party in writing, such period to be at least thirty (30) days.
- 23.5. The Supplier shall also be entitled to terminate the S Agreement wholly or in part if the Customer has not paid a

due and correct payment within thirty (30) days of a written overdue payment reminder and the Customer has not provided the Supplier with an acceptable guarantee for the payment of the charges under the agreement.

- 23.6. A party shall be entitled to terminate the Agreement wholly or in part prior to the date of its fulfilment if it becomes evident that the other party will commit a breach of the Agreement justifying its termination. Such termination of the Agreement shall, however, be invalid, if the other party either provides an acceptable guarantee for the fulfilment of the Agreement or presents other reliable clarification of the fulfilment of the Agreement promptly following receipt of the notice of termination.
- 23.7. If the Customer terminates the Service Agreement with respect to a product or service, the Customer shall also have the right to cancel at the same time the agreements between the parties with respect to other products and services which relate to the same delivery entity and which due to the above-mentioned cancellation can no longer be used essentially for the benefit of the Customer.
- 23.8. In order for termination to be valid, the party terminating the Services Agreement must inform the other party thereof in writing.
- 23.9. If a party shall be entitled to terminate the Service Agreement, the party shall also have the right to suspend its performance by giving written notice to the other party. The right of the party to suspend its performance ends, if the other party either provides an acceptable guarantee for the fulfilment of the Service Agreement or presents other reliable clarification of the fulfilment of the Service Agreement promptly following receipt of the notice of suspension.

24. LIMITATION OF LIABILITY

- 24.1. The parties shall agree liability for damages and limitation of such liability in writing
- 24.2. Subject to clauses 24.5 and 24.6, the maximum liability of a party to the other party shall not, excluding possible liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, exceed in aggregate 20 percent of the total price for the Deliverables excluding value added tax. However, where solely a fixed term product or service provided against a recurring charge or solely a product or service agreed until further notice and provided against a recurring charge is concerned, the maximum liability for damages shall not, excluding possible liquidated damages payable due to delay, service credits or other similar contractual penalties or credits, exceed in aggregate the calculatory monthly price for the product or service at the point of breach of contract, excluding value added tax, multiplied by 6.
- 24.3. Neither party shall be liable for any indirect or consequential damage. Indirect or consequential damage shall include loss of profits or damage caused due to decrease or interruption in turnover or production.
- 24.4. Neither party shall be liable for the destruction, loss or alteration of the other party's data or data files, nor for any damages and expenses incurred as a result, including expenses involved in the reconstitution of data files. This section 24.4 shall not apply, if a party's obligations under the Agreement comprise taking back-up copies of the other party's data or data files or managing the other party's data security and that party has not fulfilled this duty.
- 24.5. The limitations of liability shall not apply to liability under sections 17 and 20 or damages caused by (a) the transfer, copying or use of Deliverables contrary to applicable law or the terms and conditions of the Agreement; or (b) breach of section **Error! Reference source not found.**
- 24.6. Nothing in the Agreement limits an d liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; fraud or fraudulent misrepresentation and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

25. FORCE MAJEURE

- 25.1. Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the Agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action ("Force Majeure Event"). A strike, lockout, boycott and other similar industrial action shall be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.
- 25.2. A Force Majeure Event suffered by a subcontractor of a party shall also be considered a Force Majeure Event in relation to the party if the work to be performed by the subcontractor cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time.
- 25.3. Each party shall without delay inform the other party in writing of a Force Majeure Event and the duration of the Force Majeure Event.

26. DISPUTE RESOLUTION

- 26.1. Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales.
- 26.2. Notwithstanding clause 26.1, claims for non-payment of monetary charges may be resolved in accordance with clause 27.

27. GOVERNING LAW AND JURISDICTION

- 27.1. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 27.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

28. EXPORT RESTRICTIONS

- 28.1. The Customer shall not export, directly or indirectly, any technical data acquired from the Supplier under the Agreement (or any products, including software, incorporating any such data) in breach of Export Control Laws, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 28.2. The Customer undertakes:
- contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
 - if requested, to provide the Supplier with any reasonable assistance, at the reasonable cost of the Supplier, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

29. ASSIGNMENT

- 29.1. Subject to clause 28.2, neither party may assign the Service Agreement, either wholly or in part, without the written consent of the other party. Such consent shall not be unreasonably withheld if the assignee undertakes in writing to comply with the terms and conditions of the Agreement and the assignment is to a company controlled, according to section 1124 of the Corporation Tax Act 2010, by the same group of companies as the party, or is made in connection with the transfer of business operations.
- 29.2. The Supplier may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Service Agreement to a third party by notifying the Customer of such dealing in writing.

30. FREEDOM OF INFORMATION

- 30.1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations. The Supplier shall:
- provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
 - transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt;
 - provide the Customer with a copy of all Information belonging to the Customer requested in the Request For Information which is in its possession or control in the form that the Customer requires within 5 Business Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 30.2. The Supplier acknowledges that the Customer may be required under the FOIA and Environmental Information Regulations to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

31. WAIVER

- 31.1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 31.2. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

32. VARIATION

- 32.1. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

33. RIGHTS AND REMEDIES

- 33.1. The rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

34. SEVERANCE

- 34.1. If any provision or part-provision of the 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 the Agreement.
- 34.2. If any provision or part-provision of the Agreement is deemed deleted under clause 34.1 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.

35. ENTIRE AGREEMENT

- 35.1. The 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.
- 35.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

36. NO PARTNERSHIP OR AGENCY

- 36.1. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of

the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 36.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

37. THIRD PARTY RIGHTS

- 37.1. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

38. NOTICES

- 38.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the address specified in the Service Agreement.
- 38.2. Any notice or communication shall be deemed to have been received when sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 38.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 38.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

CHANGE HISTORY

Version	Date	Author	Comments
1.0.0	2022-02-08	Jussi Määttä	1. Document created.