

SOFTWARE AGREEMENT

DATED

[●]

PARTIES

- (1) **LIMBIC LIMITED**, incorporated and registered in England and Wales with company number 11093861 whose registered office is at Kemp House 160 City Road, London, England, EC1V 2NX (**Limbic**); and
- (2) [●] incorporated and registered in [●] with company number [●] whose registered office is at [●] (**Customer**),
- each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) Limbic is a developer of health technology and the owner of the Limbic Software.
- (B) Customer is a provider of mental health wellbeing and psychological services.
- (C) Customer wishes to use the Limbic Software and Limbic has agreed to grant the Customer the right to use the Limbic Software according to the terms and subject to the conditions of this Agreement.

AGREEMENT

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

Access Targets	means: (i) in respect of Limbic Access, the target number of Uses by the Customer during an Order Term, as set out in the applicable Order; and (ii) in respect of Limbic Care, the target number of Users (as defined in clause 5.3) by the Customer during an Order Term, as set out in the applicable Order;
Affiliate	with respect to any person, any other person which is a group undertaking of that person within the meaning of s.1161 Companies Act 2006;
Applicable Sites	[Customer's platform used by members and policyholders to access healthcare services provided by Customer [and] [all of Customer's healthcare locations in the United Kingdom which offer Talking Therapies/ Community Mental Health];
Bespoke Configuration Services	any services to be provided under this Agreement by Limbic to the Customer which are in addition to the general Implementation Services, being services to configure the Limbic Software for use across the Applicable Sites, including providing Customer with the ability to embed

	the Limbic Software (via Limbic's cloud service) within the Applicable Sites' website(s). Any Bespoke Configuration Services will be set out in the applicable Order or otherwise agreed in writing between the parties;
Business	the business of Customer, being the provision of (or, in the case of Customers which are insurers for healthcare providers, the facilitation of) high end physical and mental health solutions;
Business Day	a day other than a Saturday or, Sunday or public holiday and on which banks are open for business in London;
Configuration Fee	the fees payable by Customer for the Bespoke Configuration Services, as set out in the applicable Order(s);
Effective Date	the date specified in the applicable Order or, if no such date is specified in the Order, the date of this Agreement;
Eligible User(s)	a member or policyholder identified by Customer as being eligible to benefit from the Limbic Software (as determined by their allocated unique user identification) having been granted access to the Customer's platform;
End Users	any end user of the Limbic Software;
Fees	all sums payable by the Customer under this Agreement, as set out in this Agreement and the relevant Order(s), including (if and as applicable), the Implementation Fee, the Configuration Fee, the Limbic Access Fee and the Limbic Care Fee;
Force Majeure	any cause or event beyond the reasonable control of the affected Party including war, civil war, armed conflict or terrorist attack, nuclear, chemical or biological contamination, epidemic and pandemic, and acts of God;
Implementation Fee	the fees payable by Customer for the Implementation Services, as set out in the applicable Order(s);
Implementation Services	the standard implementation services to be provided by Limbic under this Agreement in relation to the Limbic Software in accordance with the Order, being Limbic's standard service mapping, bot development, web development and integration services (as reasonably determined by Limbic from time to time), but excluding any bespoke configuration that may be required for the Customer to successfully implement the Limbic Software, which will be treated as Bespoke Configuration Services;
Insolvency Event	where a person ceases or threatens to cease to carry on business, becomes liable to be found unable to pay its debts

	within the meaning of section 123 Insolvency Act 1986, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any relevant jurisdiction;
Intellectual Property Rights	any and all copyright (including rights in computer software and databases), trademarks, service marks, trade dress, brand names, logos, goodwill, get up, trade, business or domain names, design rights, database rights, rights in large multimodal models, patents, rights in inventions, know-how, trade secrets and confidential information, moral rights, publicity rights, performance rights, synchronisation rights, mechanical rights, publishing, rental, lending and transmission rights and other intellectual property and exploitation rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in all cases whether or not registered or registrable including all granted applications and all applications for registration, division, continuation, reissuance, renewals, extensions, restorations and reversions in respect of any of the same;
Limbic Access	the AI web chatbot software which facilitates self-referrals in mental health services owned and operated by Limbic from time to time, known as at the Effective Date as 'Limbic Access';
Limbic Access Fee	the fees payable for the use of Limbic Access;
Limbic Care	the web and mobile AI care companion software for patient and clinicians which engages patients in between therapy sessions with configurable CBT content, owned and operated by Limbic from time to time, known as at the Effective Date as 'Limbic Care'. Limbic Care comprises an End User-facing application and a clinician-facing platform/dashboard.
Limbic Care Fee	the fees payable for the use of Limbic Care;
Limbic Property	has the meaning given in clause 6.1;
Limbic Software	the software that may be made available to the Customer under this Agreement, consisting of Limbic Access and/or Limbic Care, as determined by the applicable Order(s);
Order	has the meaning given in clause 4.1.
Order Term	the term of an Order, commencing on the Effective Date and as further set out in the Order;

Talking Therapies	Talking therapies, or psychological therapies, and other psychotherapy services offered by the National Health Service from time to time;
Term	the term of this Agreement, as set out in clause 9.1; and
Use	has the meaning given in clause 5.2.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 any phrase introduced by 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 preceding those terms;

1.2.2 reference to a **person** includes a natural person, firm, partnership, company, body corporate, corporation, association, organisation, government, state, foundation and trust (whether or not having separate legal personality); and

1.2.3 reference to a **company** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3 The background section and any schedules form part of this Agreement and have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement includes the background section and any schedules.

2 **USE OF SOFTWARE**

2.1 Subject to any earlier termination of this Agreement in accordance with its terms, Limbic hereby grants Customer the right to use the Limbic Software on a non-exclusive basis for Business purposes during each Order Term at the Applicable Sites in accordance with this Agreement.

2.2 The usage right granted in clause 2.1 is:

2.2.1 subject to Customer having paid the relevant Fees as set out in Clause 5;

2.2.2 non-transferable, non-assignable and non-sublicensable (save in accordance with clause 2.3.3);

2.2.3 subject to each End User's acceptance of and compliance with any end user licence agreement communicated to them via the Limbic Software from time to time; and

2.2.4 for use of the Limbic Software according to Limbic's standard cloud hosting procedures and terms as may be provided to the Customer from time to time.

2.3 Customer will:

2.3.1 use its reasonable endeavours to deploy and/or make available to Eligible Users the Limbic Software as standard during the Term across all Applicable Sites, however Limbic acknowledges that this cannot be guaranteed;

2.3.2 provide to Limbic such information and resources as may reasonably be required in order to provide the Implementation Services and, where applicable, the Bespoke Configuration Services;

- 2.3.3 not allow or permit any third party to use the Limbic Software (directly or indirectly), provided that: (i) End Users can use elements of the Limbic Software designed for use by End Users subject to clause 2.2.3; and (ii) Customer's Affiliates may use the Limbic Software on the following conditions:
- 2.3.3.1 such use is not incompatible with any other term of this Agreement; and
- 2.3.3.2 Customer will ensure any such Affiliate's compliance with the terms of this Agreement and shall remain primarily liable to Limbic for any breach of this Agreement by any such Affiliate;
- 2.3.4 not use the Limbic Software for any purpose other than its bona fide Business purposes at Applicable Sites and not otherwise seek to commercially exploit the Limbic Software; and
- 2.3.5 not make any copies of the Limbic Software; adapt, develop or create derivative of the Limbic Software; or decompile, reverse engineer or disassemble the Limbic Software (or, in each case, any part of it).
- 2.4 Limbic will use reasonable endeavours to:
- 2.4.1 where Implementation Services are set out in an Order, provide the Implementation Services to Customer;
- 2.4.2 where requested by Customer, provide the Bespoke Configuration Services to the Customer in the agreed manner; and
- 2.4.3 provide access to generic updates to the Limbic Software that are made available to all Limbic customers from time to time.
- 2.5 Where applicable, at least 4 weeks after the completion of any Bespoke Configuration Services, Customer may request, and Limbic will use reasonable endeavours to provide, further Bespoke Configuration Services to further implement a bespoke configuration of Limbic Access up to three times in each calendar year following the Effective Date. The terms of any such Bespoke Configuration Services (including the scope of such services and the fees payable for the same) shall be agreed in writing between the parties, each acting reasonably and in good faith.

3 DATA PROTECTION

- 3.1 In this clause and Schedule 1, the following terms have the following meanings:

Authorised Sub-Processors	Access: ● Amazon Web Services (used for the cloud hosting of Limbic Software) ● Heroku (the Limbic Software's platform as a service provider) ● MongoDB (database provider) ● Sentry (application monitoring and error tracking software) ● Mixpanel (provides usage metrics regarding the Limbic Software) ● Mailjet (enables email sending functionality)
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	Care: • Amazon Web Services (used for the cloud hosting of Limbic Software) • MongoDB (database provider) • Heroku (the Limbic Software's platform as a service provider) • Apple (application for making push notifications on iOS and reviewing app crash logs) • Google (reviewing app crash logs and serving push notifications) • Firebase (for serving push notifications) • Messagebird (provider for OTPs) • Mailjet (enables email sending functionality) • Visual Studio App Center (Microsoft) (application for making app updates) • Intercom (used for Limbic Software customer support) • Mixpanel (which provides usage metrics regarding the Limbic Software) • Sentry (our application monitoring and error tracking software) • Microsoft Azure (the manufacturer of the frontend large language model (LLM) used in Limbic Care the LLM runs on these servers and data inputs are sent to the server and LLM outputs are received into Limbic Care's machine learning repository).
Controller	has the meaning given in the GDPR;
Data Protection Legislation	any and all applicable privacy and data protection laws relating to the processing of personal data in the United Kingdom including: the Data Protection Act 2018 and the GDPR as transposed into domestic UK law by virtue of that Act and section 3 of the European Union (Withdrawal) Act 2018, and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the Data Protection Regulations) and the UK GDPR as defined in the Data Protection Regulations (as applicable) (in each case as amended, replaced or updated from time to time);
data subjects	Has the meaning given in the GDPR;
GDPR	The General Data Protection Regulation (EC Regulation 2016/679);
personal data	Has the meaning given in the GDPR;
Personal Data Breach	Has the meaning given in the GDPR;
processing	Has the meaning given in the GDPR, and process and processed shall be construed accordingly;
Processor	Has the meaning given in the GDPR;

Protected Data	Any personal data and special category personal data received from (or made available by) or on behalf of Customer to Limbic under or in connection with this Agreement or Customer's use of the Limbic Software including any personal data or special category personal data of the End Users;
Records	Has the meaning given in clause 3.10;
special category personal data	Has the meaning given in the GDPR;
Sub-Processor	Has the meaning given in clause 3.8.5; and
Supervisory Authority	Has the meaning given in the GDPR, but which shall include the Information Commissioner's Office (ICO) or its successor(s) in the UK.

- 3.2 The parties confirm that, in respect of all Protected Data which may be processed in connection with this Agreement, Limbic shall be a Processor and Customer shall be the Controller.
- 3.3 Customer shall ensure that it is entitled, under one or more lawful bases set out in the Data Protection Legislation, to make Protected Data available to Limbic for the purposes of this Agreement (including, where necessary, by obtaining all necessary consents from relevant patients and clinicians).
- 3.4 Customer shall ensure that all applicable data subjects are given adequate privacy notices and information about the processing of Protected Data and the sharing of Protected Data with Limbic, as may be required by Data Protection Legislation.
- 3.5 Limbic will assist Customer as required by Customer to enable any consents referred to in clause 3.3 to be obtained within the Limbic Software (e.g. through the use of checkboxes) and to facilitate the communication of any privacy notices and information referred to in clause 3.4 to data subjects but shall not in doing so accept any liability or responsibility for Customer's obligations under this clause 3, except in relation to any obligations which apply to Limbic as a Processor under the Data Protection Legislation.
- 3.6 The processing of Protected Data by Limbic under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of data subjects set out in Schedule 1 (Part B), which may be further supplemented or amended in any particular Order.
- 3.7 Each Party shall comply with the obligations imposed on it by applicable Data Protection Legislation and this Agreement with regard to its processing of Protected Data.
- 3.8 Without prejudice to the generality of clause 3.7, Limbic shall:
- 3.8.1 only process Protected Data in accordance with Customer's written instructions from time to time (including those contained in this Agreement, including Schedule 1) except where processing is otherwise required by applicable law;
 - 3.8.2 promptly notify Customer if, in its opinion, any instructions given to it in relation to Protected Data infringes any Data Protection Legislation;

- 3.8.3 ensure that all persons authorised by Limbic to process the Protected Data are subject to appropriate contractual or statutory obligations of confidentiality;
- 3.8.4 at all times implement and maintain appropriate technical and organisational measures to protect Protected Data from Personal Data Breaches, taking into account the nature of the Protected Data and the level of risk associated with the processing, in accordance with Schedule 1 (Part A);
- 3.8.5 not permit any processing of Protected Data by (and shall not transfer any Protected Data to) any agent, subcontractor or other third party (**Sub-Processor**) without giving Customer prior notification. For these purposes, Customer hereby authorises Limbic's use of the Authorised Sub-Processors;
- 3.8.6 provide such information and assistance as Customer may reasonably require, insofar as it relates to Protected Data processed by Limbic, in order to enable Customer to:
 - 3.8.6.1 respond to requests from data subjects exercising or purporting to exercise their rights under the Data Protection Legislation;
 - 3.8.6.2 respond to investigations, audits or requests carried out by any Supervisory Authority; and
 - 3.8.6.3 take any remedial action and make any notifications in response to any Personal Data Breach or any complaint or request relating to Protected Data, including regarding any notification of a Personal Data Breach to relevant Supervisory Authorities and/or any affected data subjects;
- 3.8.7 record and promptly refer to Customer all requests and communications received from data subjects or any Supervisory Authority relating to Protected Data and shall not respond to any such requests or communications without the express written approval of Customer except to the extent required by law; and
- 3.8.8 promptly notify Customer if it becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 3.9 Limbic will not process or transfer any Protected Data to any countries outside the UK or EEA to any international organisation (as defined in the GDPR) other than where permitted by the Data Protection Legislation (for example, by virtue of an adequacy decision or through the use of standard contractual clauses).
- 3.10 Limbic will keep adequate records relating to its processing of Protected Data (**Records**). Limbic shall permit Customer or its appointed professional auditors to conduct audits in relation to the same: (i) on reasonable notice; (ii) no more than once per year, unless otherwise required by a Supervisory Authority; and (iii) subject to the auditor(s) signing a confidentiality agreement in a form reasonably acceptable to Limbic.
- 3.11 Limbic shall indemnify Customer against any loss or damage suffered by Customer as a direct result of any breach by Limbic of its obligations under this clause 3.
- 3.12 Limbic shall (and shall ensure that any Sub-Processors shall) without delay (and in any event within 30 Business Days), permanently anonymise or delete all Protected Data in its possession or under its control (as directed by Customer):
 - 3.12.1 upon the termination of this Agreement; or

- 3.12.2 once processing by it of the Protected Data is no longer required for the purpose of fulfilling its obligations under this Agreement,

whichever is sooner.

- 3.13 This clause 3 shall survive the expiry or termination of this Agreement for so long as Limbic processes any Protected Data.

4 ORDERS

- 4.1 Customer shall place an order for its use of the Limbic Software and any required Bespoke Configuration Services in writing to Limbic using the template set out in Schedule 3 (**Order**).
- 4.2 The Parties may negotiate the terms of each Order, including the Access Target. If the Parties agree the Order, they will agree to the Order in writing (either by signing the Order or by confirming its agreement by email) and Limbic will raise invoices in respect of the Fees due under such Order during the Order Term, in accordance with the payment terms set out in such Order.
- 4.3 Prior to the end of an Order Term, and where the Customer wishes to continue using Limbic Access and/or Limbic Care (as applicable) for a subsequent Order Term, the Parties shall review as applicable depending on the Limbic Software set out in the Order: (i) the number of Uses of Limbic Access by the Customer during the ongoing Order Term (including the predicted number of Uses during the remainder of such Order Term) as compared to the Access Target; and (ii) review the number of Users of Limbic Care by the Customer during the ongoing Order Term (including the predicted number of Users during the remainder of such Order Term) as compared to the Access Target, and on that basis shall work together in good faith to agree the Access Targets for the following Order Term as part of a new Order.
- 4.4 Each fully executed Order shall be part of this Agreement and shall not form a separate contract to it.

5 FEES

- 5.1 In consideration for:
- 5.1.1 being granted access to the Limbic Software, Customer will pay the Limbic Care Fee and/or Limbic Access Fee (as appropriate) to Limbic;
 - 5.1.2 the Implementation Services (if applicable, as per an Order), Customer will pay the Implementation Fee to Limbic; and
 - 5.1.3 the Bespoke Configuration Services (if any), Customer will pay the Configuration Fee to Limbic,

in each case accordance with this clause 5, and the applicable Order(s).

- 5.2 Subject to payment of the Implementation Fee and Configuration Fee, and subject to clause 5.4, payment of the Limbic Access Fee shall entitle Customer to unlimited Uses of Limbic Access during the applicable Order Term, where a "Use" is defined as an End User reaching a defined end point (for example, signposting to more suitable care services, a self-referral into the host Talking Therapies service, or at least two "homeworks" completed in the End User-facing application).

- 5.3 Subject to payment of the Implementation Fee and Configuration Fee, and subject to clause 5.5, payment of the Limbic Care Fee shall entitle Customer to permit an unlimited number of Users to have access to Limbic Care during the applicable Order Term, where a "User" is defined as an Eligible User which becomes an End User. Eligible Users, in respect of whom the Limbic Care Fee has been paid, will receive access to Limbic Care during the access period set out in the applicable Order.
- 5.4 Where the Customer's Uses of Limbic Access during an Order Term exceeds, in Limbic's reasonable opinion, materially exceed the applicable Access Target, Limbic shall:
- 5.4.1 only be obliged to use commercially reasonable endeavours to provide Limbic Access; and
 - 5.4.2 have no liability to Customer for any unavailability of Limbic Access during the remainder of that Order Term.
- 5.5 Where the number of Users of Limbic Care during an Order Term, in Limbic's reasonable opinion, exceeds the applicable Access Target, Limbic shall:
- 5.5.1 only be obliged to use commercially reasonable endeavours to provide Limbic Care; and
 - 5.5.2 have no liability to Customer for any unavailability of Limbic Care,
- during the remainder of that Order Term.
- 5.6 Without prejudice to clause 5.4, if the number of Uses of Limbic Access exceeds the Access Target by 5% or more during an Order Term, Limbic shall be entitled to increase the Limbic Access Fee to account for such excess Uses ("**Excess Uses**") in accordance with the pricing tier set out in the pricing card.
- By way of an example, if the agreed Access Target is 10,000 Uses per year and the number of Uses exceeds 10,500 Limbic shall be entitled to charge the Customer for every Use in excess of 10,500 at the Price per Use set out in the pricing card.***
- 5.7 Without prejudice to clause 5.5, if the number of Users of Limbic Care exceeds the Access Target by 5% or more during an Order Term, Limbic shall be entitled to increase the Limbic Care Fee to account for such excess Users ("**Excess Users**") in accordance with the pricing tier set out in the Pricing Card.
- By way of an example, if the agreed Access Target is 10,000 Users per year and the number of Users exceeds 10,500 Limbic shall be entitled to charge the Customer for every User in excess of 10,500 at the Price per User set out in the pricing card.***
- 5.8 Limbic shall be entitled to charge the Customer for Excess Uses and/or Excess Users monthly in arrears for the remainder of the Term from the end of the month in which the first Excess Use or Excess Users (as applicable) occurred.
- 5.9 The pricing set out in the Pricing card is subject to change, depending on Limbic's current pricing from time to time. For the avoidance of doubt, in the event that Limbic's pricing changes, the Fees payable under an agreed Order will remain the same (subject to any changes made pursuant to clauses 5.6 or 5.7), but any subsequent Order will be subject to the then current pricing.

- 5.10 Fees are non-refundable. Each such invoice shall be paid within 30 days of the date of invoice in cleared funds to such bank account as Limbic may require in writing, with any transfer costs to be borne by the Customer.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 As between the Parties, Limbic shall be the sole owner of all Limbic Software, any updates thereto, the results of any services (including the Implementation Services and Bespoke Configuration Services) and all Intellectual Property Rights therein (together, "**Limbic Property**"). To the extent that Customer acquires any right, title or interest to any Limbic Property (other than pursuant to clause 2.1), Customer shall assign (and hereby assigns) to Limbic all right, title and interest to such Limbic Property with full title guarantee and free from all encumbrances.
- 6.2 Limbic and its Affiliates shall be free to use and commercially exploit the Limbic Property, any ancillary products and services relating thereto, and any add-on content, adaptations, and derivatives thereof, or to grant to a third party any rights to do the same.
- 6.3 Limbic shall indemnify Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Customer arising out of or in connection with any claim made against Customer that the Limbic Software, when used in accordance with this Agreement and Limbic's reasonable instructions, infringes a third party's Intellectual Property Rights.
- 6.4 Each Party may, with the prior written consent of the other Party, make reasonable reference to the use by Customer of the Limbic Software on its website and in its self-promotional and business development materials, and may for this purpose make reasonable use of the other Party's name and logo. Use of Limbic's name(s) and logo(s) will be subject to Limbic's brand guidelines from time to time.
- 6.5 Each Party shall take such steps and execute such documents as the other Party may reasonably request in order to give effect to the provisions of this clause 6.
- 6.6 This clause 6 shall survive termination or expiry of this Agreement.

7 REPRESENTATIONS WARRANTIES

- 7.1 Each Party warrants to the other Party that:
- 7.1.1 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;
 - 7.1.2 it shall comply with all applicable laws and regulations in performing its obligations and exercising its rights under this Agreement; and
 - 7.1.3 nothing in this Agreement will place it in breach or default of any other agreement, instrument or obligation.
- 7.2 Customer warrants and undertakes to Limbic that:
- 7.2.1 any Protected Data will not infringe the Intellectual Property Rights or other rights of any third party;

- 7.2.2 it has, and shall maintain throughout the Term, all necessary regulatory licences and approvals to enter into and perform its obligations contained in this Agreement, and to provide healthcare and health-tech services to End Users; and
 - 7.2.3 it shall not knowingly do or permit any act or thing or make any statement or disclosure which will, or is reasonably likely to, bring the Limbic Software or Limbic, its officers, employees or Affiliates into disrepute.
- 7.3 Limbic warrants and undertakes to Customer that:
 - 7.3.1 with the exception of the Protected Data, the Limbic Software does not infringe any Intellectual Property Rights or other rights of any third party;
 - 7.3.2 it shall not knowingly do or permit any act or thing or make any statement or disclosure which will, or is reasonably likely to, bring Customer, its officers, employees or Affiliates into disrepute; and
 - 7.3.3 it will use reasonable endeavours, in accordance with good industry practice, to ensure that the Limbic Software is tested regularly for and is free from any known viruses and other malware.

8 LIABILITY AND INDEMNIFICATION

- 8.1 Neither party excludes or limits liability to the other party for:
 - 8.1.1 fraud or fraudulent misrepresentation;
 - 8.1.2 death or personal injury caused by negligence;
 - 8.1.3 breach of clause 2; or
 - 8.1.4 any matter for which it would be unlawful for the parties to exclude liability.
- 8.2 Neither Party nor its Affiliates shall be liable to the other Party or its Affiliates for any loss of profits, loss of business opportunity, or any special, exemplary, indirect, consequential or punitive loss in any case, whether based on breach of contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether or not the relevant Party has been advised of the possibility of such damage.
- 8.3 Without prejudice to the generality of the foregoing provisions, Limbic will not be liable for any error or defect contained in, or any loss or liability which was directly or indirectly caused by, any data provided by Customer, any bespoke configuration of the Limbic Software conducted by Customer or a third party, or any use of the Limbic software outside its intended purpose or in a way which contradicts the terms of this Agreement.
- 8.4 Except as expressly set out in this Agreement, Customer acknowledges and agrees that the Limbic Software is provided "as is". Customer is responsible for making its own decision as to the efficacy and appropriate use of the Limbic Software. Limbic excludes, and Customer waives, any and all warranties, representations, terms and conditions (to the extent that they may lawfully be so excluded and waived) which may otherwise be implied by law or by custom or trade practice in respect of the supply and use of Limbic Software, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose. Customer is solely responsible and liable for its relationship with, and making the Limbic Software available to, End

Users, and will hold Limbic harmless against and indemnify Limbic for any claims or losses that Limbic suffers or incurs as a result of any claim from any End User.

- 8.5 [Subject to clauses 8.1 to 8.4 (inclusive), Customer's total aggregate liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the higher of: £XXXX; or (ii) the aggregate amount of the Fees paid by Customer to Limbic hereunder during the 12 months immediately preceding the date on which the breach or series of connected breaches occurred.]
- 8.6 Subject to clauses 8.1 to 8.4 (inclusive), Limbic's total aggregate liability in contract, tort (including without limitation negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement, including under any indemnity, shall be limited to the higher of: £XXXX; or (ii) the aggregate amount of the Fees paid by Customer to Limbic hereunder during the 12 months immediately preceding the date on which the breach or series of connected breaches occurred.

9 TERM AND TERMINATION

- 9.1 This Agreement shall commence on the Effective Date and, unless terminated in accordance with its terms, shall continue until either Party gives to the other Party written notice to terminate. Such notice shall be served no earlier than the first anniversary of the Effective Date and shall expire on the completion or termination of all Orders entered into before the date on which it is served.
- 9.2 If there are no uncompleted Orders as at the date notice to terminate is served under clause 9.1, such notice shall terminate this Agreement with immediate effect.
- 9.3 The Parties shall not enter into any further Orders after the date on which notice to terminate is served under clause 9.1.
- 9.4 Either Party may immediately terminate this Agreement and all Orders made under it by notice to the other Party in writing:
- 9.4.1 if the other Party undergoes an Insolvency Event;
 - 9.4.2 if the other Party commits a material breach of any of its obligations under this Agreement and such breach is not capable of remedy or, if it is capable of remedy, fails to remedy such breach to the other Party's reasonable satisfaction within 30 calendar days of receipt of notice from the other Party requiring it to be remedied;
 - 9.4.3 by Limbic if any Fees have not been paid by the due date for payment;
 - 9.4.4 if any representation and/or warranty of the other Party prove to be untrue in any material respect;
 - 9.4.5 if the other Party infringes its or a third party's Intellectual Property Rights or misuses its or a third party's confidential information or other property in exercising its rights or performing its obligations under this Agreement; or
 - 9.4.6 in accordance with clause 13.1.

9.5 Upon the termination or expiry of this Agreement:

- 9.5.1 the Parties' rights and obligations under the Agreement shall end immediately, provided that this shall operate without prejudice to any rights or liabilities of either Party which had accrued prior to the date of termination;
- 9.5.2 Customer shall cease to have any right to use the Limbic Software under this Agreement and shall immediately stop using, and procure that its Affiliates, personnel and End Users stop using, and remove from their systems, all Limbic Software;
- 9.5.3 each Party shall promptly return or destroy (at the other Party's option), all confidential information and other property belonging to the other Party; and
- 9.5.4 any clauses which are expressed to, or which by their nature are intended to, survive the termination or expiration of this Agreement shall so survive.

10 **CONFIDENTIALITY**

- 10.1 Each Party undertakes that it will not, and will procure that its personnel and Affiliates will not, at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other Party or its Affiliates (including the terms of this Agreement and including in relation to Limbic all Limbic Property and its pricing strategies, and including in relation to Customer any Protected Data) which may have or may in future come to its knowledge and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.
- 10.2 The provisions of this clause 10 shall continue to apply notwithstanding termination or expiry of this Agreement.

11 **NOTICES**

- 11.1 Any notice given in connection with this Agreement shall be in writing and may be given by sending it by hand (including by courier), first class post, airmail or email to the relevant address or email address and marked for the attention of the relevant person set out below (or such other address or email address as may be notified in writing from time to time by the relevant Party to the other Party by not less than five Business Days' notice):

Party	Marked for the Attention of	Address	Email Address
Limbic	Dr Ross Harper	Limbic's registered office from time to time	ross@limbic.ai , with copies to bas@limbic.ai and samgoodman@leeandthompson.com
Customer	[●]	Customer's registered office from time to time	[●]

- 11.2 Any such notice shall be deemed to have been received at the time of delivery or despatch in the case of hand or email delivery respectively, 24 hours from posting in the case of first class post and five days from posting in the case of airmail, provided in each case that if deemed receipt occurs other than on a Business Day, the notice shall be deemed to have been received at the start of the next Business Day.

12 ANTI-BRIBERY, ANTI-CORRUPTION AND AVOIDANCE OF TAX EVASION

12.1 Each Party shall:

- 12.1.1 comply with all applicable laws, regulations, codes, guidance and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017, any subordinate legislation made under these Acts and any guidance and codes of practice concerning them issued by the relevant government department;
- 12.1.2 comply with any anti-bribery and anti-corruption policies of the other Party (in each case as may be updated from time to time);
- 12.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 12.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;
- 12.1.5 not engage in any activity, practice or conduct which would constitute either:
 - 12.1.5.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - 12.1.5.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- 12.1.6 promptly report to the other Party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement;
- 12.1.7 ensure that all persons associated with Limbic or other persons who are performing services in connection with this Agreement comply with this clause 12; and
- 12.1.8 provide such supporting evidence of compliance with this clause 12 as Customer may reasonably request.

13 GENERAL

- 13.1 A Party shall not be obliged to perform its obligations under this Agreement to the extent that it is prevented from doing so by reason of Force Majeure. Performance may cease during the continuation of the Force Majeure event and for such time after that event ceases as is necessary for the Party concerned to start satisfying its obligations again. For so long as such Force Majeure event is continuing, the corresponding obligations of the other Party shall be

suspended to the same extent. If such Force Majeure continues for a continuous period in excess of three months, the other Party may terminate this Agreement immediately on service of written notice upon the other Party.

- 13.2 Customer may not assign, novate or otherwise transfer any rights under this Agreement without Limbic's prior written consent.
- 13.3 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and save as expressly set out herein neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 13.4 Except as otherwise stated in this Agreement, each Party shall pay its own costs and expenses in connection with the subject matter of this Agreement.
- 13.5 This Agreement (together with the documents referred to in it) constitutes the entire agreement and understanding of the Parties and supersedes any prior agreement, draft agreement, arrangement or understanding (whether in writing or not and whether express or implied) between the Parties relating to the subject matter of this Agreement.
- 13.6 If any provision of this Agreement is found to be illegal, invalid or unenforceable that provision shall be deemed to be deleted, but this shall not affect the construction of the remainder of the Agreement.
- 13.7 Except as expressly provided in this Agreement, no term of this Agreement shall be enforceable by a third party.

14 DISPUTES, GOVERNING LAW AND JURISDICTION

- 14.1 In the event of any dispute or difference arising between the Parties in connection with this Agreement, the Parties shall attempt to resolve such dispute or difference in good faith and without recourse to legal proceedings between the authorised representatives of each Party.
- 14.2 If the Parties are unable to resolve such dispute or difference within 10 Business Days of initial discussions between the Parties taking place, either Party may request the other in writing that the matter be referred to senior representatives of the Parties with authority to settle the dispute, who shall attempt to resolve the dispute within 10 working days of the written request to do so.
- 14.3 If the dispute or difference is not resolved as a result of a meeting of the senior representatives of the Parties pursuant to clause 14.2, or if no meeting of the senior representatives occurs within the prescribed time periods set out in that clause, either Party may commence legal proceedings or take such further action as it deems appropriate.
- 14.4 The good faith attempts at settlement specified in this clause shall not preclude either party from seeking an interim injunction if that is deemed necessary to preserve their interests.
- 14.5 This Agreement (including any non-contractual obligations arising out of it) is governed by and shall be construed in accordance with the laws of England.
- 14.6 The Parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement (including its formation).

THIS AGREEMENT has been executed on the date stated on the front page

Executed by

LIMBIC LIMITED

acting by a duly authorised director

Ross Harper, Limbic CEO

Executed by

[•]

acting by a duly authorised director

[Customer signatory details]

Schedule 1
DATA PROTECTION

SECURITY OF PROCESSING (PART A)

1. Customer hereby instructs Limbic to process Protected Data in such manner as may be necessary or desirable in order for Limbic to fulfil its obligations and exercise its rights under this Agreement and provide full functionality of the Limbic Software to Customer.

The processor shall not compromise on the security of processing.

The processor shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

1. the pseudonymisation and encryption of the Protected Data;
 2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 3. the ability to restore the availability and access to the Protected Data in a timely manner in the event of a physical or technical incident;
 4. a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
2. In assessing the appropriate level of security account the processor shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
3. When developing, designing, selecting and using applications, services and products that are based on the processing of personal data or process personal data to fulfil their task, producers of the products, services and applications should be encouraged to take into account the right to data protection when developing and designing such products, services and applications and, with due regard to the state of the art, to make sure that controllers and processors are able to fulfil their data protection obligations.
4. The processor shall take protection of the rights and freedoms of natural persons about the processing of the Protected Data and require that appropriate technical and organisational measures be taken to ensure that the requirements of the Data Protection Legislation are met.
5. To be able to demonstrate compliance with the GDPR, the controller should adopt internal policies and implement measures which meet the principles of data protection by design and data protection by default.
6. The principles of data protection by design should also be taken into consideration in the context of public tenders.

Data processing details (Part B)

The processing of the Protected Data by Limbic under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of data subjects set out below.

1 Subject-matter of processing:

The processing of personal data relating to End Users by Limbic in order to deliver the Limbic Software and the services offered thereby to Customer.

2 Duration of the processing:

The Term.

3 Nature and purpose of the processing:

Obtaining, storing, authenticating and processing data relating to data subjects and their emotional wellbeing and mental health, and passing that data to and from clinicians at Applicable Sites, in order to provide the Limbic Software and its chatbot, triaging and clinical-prompt services to Customer for the benefit of its clinical personnel and patients.

4 Types of Personal Data:

- Clinician names.
- Patient name, date of birth, postcode, gender, phone number, and email address.
- The categories of personal data set out above and any other personal data comprised in the Customer's patient management software (for authentication purposes).
- Information about patients' emotional states and wellbeing, mood, and mental health as may be provided by patients.
- Details about symptoms and diagnoses provided by patients.
- Therapy session dates as provided by patients and/or clinicians.
- Suggested treatment, coping strategies or other behaviours recommended by clinicians.
- IP addresses attributable to login events (for security purposes).
- Unique identifiers and device IDs for technical support and debugging purposes.

5 Categories of Data Subjects:

End Users of the Limbic Software, being clinicians at Applicable Sites and their psychotherapy patients.

6 **Specific processing instructions:**

Customer hereby instructs Limbic to process Protected Data in such manner as may be necessary or desirable in order for Limbic to fulfil its obligations under this Agreement and provide full functionality of the Limbic Software to Customer subject to this Schedule 1 and clause 3.