



Living With Terms & Conditions

Cloud Software / Healthcare

January 2026

Part of the  **agentis health group**

Order Form

Contract Reference No:	
<u>Parties and Representatives</u>	
Supplier:	Living With LTD incorporated and registered in England and Wales with company number 10818605 (the “ Supplier ”)
Supplier's address:	Unit 4 74 Dyke Road Mews, Brighton, England, England, BN1 3JD
Supplier's representative:	Name: Chris Robson Title: CEO Email: chris.robson@livingwith.health Telephone: 07990 978 423
Customer:	xxxxx (the “ Customer ”)
Customer's address:	xxxxx
Customer's representative:	Name: xxx Title: xxx Email: xxxx Telephone: xxx
<u>Contract Specifics</u>	
Signature Date:	[DATE]
Services Start Date:	xxxxx 2023
Initial Subscription Term:	X years from the Services Start Date to xxxx
Product(s) Purchased	[Name of Product(s) purchased that the terms apply to] e.g. Living With xxxxx Living With yyy Living With zzz Squeezy Connect

Third Party Portal Included	[Yes/No]
Add-On's	[SPECIFY] eg. Custom logo added to the App(s) and Documentation
Performance Criteria	[An Authorised User that [INSERT PERFORMANCE CRITERIA] OR [N/A]
Authorised Users	those employees, agents and independent contractors of the Customer, clinicians and, patients
User Subscriptions:	X year licence for up to xxxx Authorised Users per annum for Living With xxxxx Living With yyy Living With zzz Squeezy Connect
<u>Fees</u>	
Subscription Fees	Living With xxxxx From xxx 2024 fees of £xxx +VAT to the end of xxxx
Subscription Fees	Living With yyy From xxx 2024 fees of £xxx +VAT to the end of xxxx
Subscription Fees	Living With zzz From xxx 2024 fees of £xxx +VAT to the end of xxxx
Subscription Fees	Squeezy Connect From xxx 2024 fees of £xxx +VAT to the end of xxxx
Subscription Fees	INSERT NEW ROW FOR EACH APP PURCHASED
Total Subscription Fees	£xxxxx +VAT
Additional Subscription Fees:	[N/A OR SPECIFY + VAT p/a per Authorised User]
Support Fees:	[N/A OR SPECIFY +VAT p/a]
Set Up and Training Fees:	[N/A OR SPECIFY + VAT p/a]

Add-On Fees	Reporting and data analysis £xxxxx +VAT
Performance Fees	[N/A]
Customisation Fees	N/A
Estimated Total Fees	£xxxxxx + VAT = £xxxxxx Please note that these fees may be subject to increase, as outlined in clause 3 and clause 9 of Schedule 1.
Payment Terms:	Payable within 30 days of signature
Special Terms	[INSERT ANY AGREED ADDITIONAL TERMS OR VARIATIONS TO THE GENERAL TERMS AND CONDITIONS]
<u>Schedules</u>	
Schedules	Schedule 1 - General Terms and Conditions Schedule 2 – Support Services Schedule 3 – Aggregated Data Schedule 4 – Data Processing

1. This agreement is made up of the following:

- (a) The Order Form;
- (b) The General Terms and Conditions in Schedule 1.
- (c) The other Schedules specified in the Order Form.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This agreement has been entered into on the Signature Date outlined above.

Signed by Chris Robson for and

On behalf of **Living With LTD**

.....

Director

Signed by Director for and

on behalf of **xxxxxx**

.....

[Director]

BACKGROUND

- (A) The Supplier has developed the Services which it makes available to subscribers via the internet on a subscription basis.
- (B) The Services allow clinicians/academics to monitor and collect data from a patient for the treatment of [INSERT TREATMENT INFO]
- (C) The Customer wishes to use the Services in its business operations and to allow the Authorised Users to access the Services.
- (D) The Supplier has three core applications available as part of the Services. These are a:
 - 1. Patient App(s) – the application(s) for patients to use in the course of [DESCRIPTION AS TO PURPOSE OF APPS USE] OR [treatment]; and
 - 2. Dashboard – a dashboard made available to the Customer which will enables an Authorised User to have Administration Rights; and
 - 3. Third Party Portal – which will assist the Customer in administration and allow them to monitor different aspects of the Services,together, the “**Platform**”.
- (E) The parties acknowledge that the Platform is a medical device and, as such, is subject to the Medical Device Regulations 2002 (SI 2002 No 618) (“**MDR**”).
- (F) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Services subject to the terms and conditions of this agreement.
- (G) The Supplier shall provide the platform for the Customer and the Authorised Users to interact but will at no time be involved in any medical diagnosis or treatment.

SCHEDULE 1 – GENERAL TERMS AND CONDITIONS

Agreed terms

1 INTERPRETATION

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

Add-On's: any additional features of the App(s) selected by the Customer as listed on the Order Form.

Additional Subscription Fees: shall have the meaning given to it in clause 3.

Administration Rights: an account forming part of the Services, that enables an Authorised User to invite other Authorised Users to use the App(s).

Aggregated Data: shall have the meaning given in Schedule 3 of this agreement.

Applicable Legislation: all laws related to the Platform including without limitation the MDR.

Authorised Users: those persons named in the 'Authorised Users' section of the Order Form and any other persons who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.5.4.

Back-up Policy: means the Customer's data retention policy and any other policies relevant to data retention and/or data back-up available on the Website.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.6 or clause 11.7.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical and Organisational Measures: as defined in the Data Protection Legislation.

Customer Content: means all Customer owned content including, but not limited to, any images, information, text, video or other media but for the avoidance of doubt excluding Personal Data, (including without limitation, Personal Data in the Customer Data or Patient Data), either inputted by the Customer or inputted by the Supplier on

behalf of the Customer, for the purpose of using the Services, in connection with the Services or facilitating the use of the Services by Authorised Users, which can be made accessible via the Platform, but excluding any content owned by the Supplier or its licensors.

Customer Data: the data (which may include Personal Data, such as Personal Data relating to the Authorised Users) inputted by the Customer, an Authorised User or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services and any other data provided by the Customer to the Supplier under this agreement, but excluding Patient Data.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Documentation: the documents made available to the Customer by the Supplier online via the Website or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Enterprise Clinic: an enterprise Customer of the Services where the Customer purchases User Subscriptions (for use each month) in the amounts that would class them as an 'Enterprise Clinic' as outlined on the Website.

EULA: the Supplier's end user licence agreement that an Authorised User must accept before they can access an individual Product.

Initial Subscription Term: the initial term of this agreement as set out in the Order Form.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

MDR: has the meaning given in Background (E).

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: the order form to this agreement, immediately preceding this Schedule 1.

Patient Data: any data or other information entered or provided by any other means to the Supplier by an Authorised User relating to or concerning a patient of the Customer during that Authorised User's use of the Services.

Performance Criteria: the criteria outlined in the 'Performance Criteria' section of the Order Form.

Performance Fees: the fees payable for each Authorised User that achieves the Performance Criteria, as outlined in the Order Form.

Products(s): the products(s) owned by the Supplier as named in the Order Form that the Customer is licensing under this agreement and which form part of the Platform. This may include Add-On's and shall be made available to Authorised Users of the Services.

Platform: as defined in Recital D in the Background section above.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by the Supplier to the Customer and the Authorised Users under this agreement via the Website, the Product(s) and any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Set Up Fees: the fees payable for the initial set up of the Services if and as agreed between the Customer and the Supplier in the Order Form.

Signature Date: the date outlined in the Order Form.

Standard Terms and Conditions: the Supplier's standard terms and conditions that allow an Authorised User with Administration Rights to access the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Order Form.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Fees: the fees payable for non-standard support Services to be provided to the Customer by the Supplier and as outlined in the Order Form.

Support Services: the support services provided by the Supplier to the Customer and the Authorised Users in accordance with the Support Services Policy and the detail outlined in Schedule 2.

Support Services Policy: The Supplier's online policy for providing support in relation to the Services as made available at the Website or such other website address as may be notified to the Customer from time to time.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services, the Product(s) and the Documentation in accordance with this agreement.

Virus: 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.

Website: the Supplier's website at www.livingwith.health or such other website notified to the Customer from time to time.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes e-mail but not fax.
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2 USER SUBSCRIPTIONS

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.4 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, (without the right to grant sublicences), to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's business operations.
- 2.2 This clause 2.2 shall only apply where the Order Form indicates that a Third-Party Portal has been purchased. The Licence granted under clause 2.1 allows the Customer access to all aspects of the Services and the Customer will therefore have overall control and responsibility to decide what aspects of the Services are made available to each Authorised User.
- 2.3 Each Authorised User that requires Administration Rights will have to accept the Standard Terms and Conditions, available upon request at any time from the Supplier, prior to the Authorised User's first use of the Services. Any updates to the Standard Terms and Conditions shall be communicated to the Authorised User and the Authorised User shall be required to accept any changes to continue to access the Services.
- 2.4 Each Authorised User that requires access to a Product, will have to accept the EULA or an equivalent agreement with the Supplier before they first access the Product. Any updates to the EULA (or such equivalent agreement) shall be communicated to the Authorised User and the Authorised User shall be required to accept any changes to continue to access the Product.

2.5 In relation to the Authorised Users, the Customer undertakes that:

- 2.5.1 the maximum number of Authorised Users that it authorises to access and use each aspect of the Services (for example an individual Product), and the Documentation shall not exceed the maximum number of applicable User Subscriptions it has purchased from each aspect of the Services time to time;
- 2.5.2 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User at any time;
- 2.5.3 each Authorised User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than every 3 months and that each Authorised User shall keep his password confidential;
- 2.5.4 it shall maintain a written, up to date list of the current number of Authorised Users and provide such numbers to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- 2.5.5 it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the access to the account of each Authorised User. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- 2.5.6 if any of the audits referred to in clause 2.5.5 reveal that access to any Authorised User's account has been provided to any individual who is not an Authorised User (save where the Authorised User lacks capacity and access is made by an individual with due authority to act on the Authorised User's behalf), then without prejudice to the Supplier's other rights, the Customer shall promptly disable such accounts and the Customer shall use its reasonable endeavours to ensure that such access does not reoccur; and
- 2.5.7 if any of the audits referred to in clause 2.5.5 reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form within 10 Business Days of the date of the relevant audit. This clause is in addition to the annual review outlined in clause 3.1.

2.6 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

2.6.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

2.6.2 facilitates illegal activity;

2.6.3 depicts sexually explicit images;

2.6.4 promotes unlawful violence;

2.6.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

2.6.6 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.

2.7 The Customer shall not:

2.7.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

2.7.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product(s) and/or Documentation (as applicable) in any form or media or by any means; or

2.7.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product(s); or

2.7.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

2.7.3 use the Services and/or Documentation to provide services to third parties; or

2.7.4 subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the

Services and/or Documentation available to any third party except the Authorised Users, or

- 2.7.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and
- 2.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.9 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

3 ADDITIONAL USER SUBSCRIPTIONS

- 3.1 In addition to the audits referred to in clause 2.5, on each anniversary of the Signature Date, the Supplier shall review the number of Authorised Users that have accessed the Services in that 12-month period. If the number of Authorised Users exceeds the maximum number of User Subscriptions for 2 or more months of the 12 months period, then in addition to the rights of the Supplier outlined in clause 2.5, the Supplier shall write to the Customer to outline the new Subscription Fees payable for the next 12 months (where applicable). These new Subscription Fees shall be payable immediately and in accordance with the existing terms of this agreement.
- 3.2 Each tier of Subscription Fees shall be available upon request from the Supplier from time to time.
- 3.3 Any new Subscription Fees payable under clause 3.1 shall be payable immediately and in accordance with the existing terms of this agreement.
- 3.4 Subject to clause 3.1, clause 3.5, and clause 3.6, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.5 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall then evaluate such request for additional User Subscriptions and unless there is a reasonable reason for not doing so, shall respond to the Customer with the approval of such request. Where the Supplier approves the request, the Supplier shall activate the additional User Subscriptions within 7 days of its approval of the Customer's request.

- 3.6 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 14 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Order Form (Additional Subscription Fees) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4 SERVICES

- 4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services (including the Support Services) available 24 hours a day, seven days a week, except for:
- 4.2.1 planned maintenance carried out during the maintenance window 6.00am to 8.00am GMT Monday to Friday and 12am to 11.59pm GMT on Saturdays and Sundays; and
 - 4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 4 Normal Business Hours' notice in advance.
- 4.3 The Supplier will, as part of the Services and in consideration of the Support Fees set out in the Order Form, provide the Customer with the Support Services. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time.

5 CUSTOMER DATA

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 The Supplier shall follow its archiving procedures for Customer Data and Patient Data as set out in its Back-Up Policy available at the Website or such other website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any

loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 5.9).

- 5.3 The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at the Website or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 5.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 and Schedule 4 of this agreement are in addition to, and do not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.5 The parties acknowledge that:
 - 5.5.1 if the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this agreement, the Customer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
 - 5.5.2 Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
 - 5.5.3 the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement where authorised under clause 5.7.
- 5.6 Without prejudice to the generality of clause 5.4, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this agreement on the Customer's behalf.

- 5.7 Without prejudice to the generality of clause 5.4, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- 5.7.1 process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process Personal Data (Applicable Laws). Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - 5.7.2 not transfer any Personal Data outside of the European Economic Area or the United Kingdom unless the following conditions are fulfilled:
 - 5.7.2.1 the Customer agrees;
 - 5.7.2.2 the Data Subject has enforceable rights and effective legal remedies;
 - 5.7.2.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 5.7.2.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 5.7.3 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 5.7.4 ensure all its staff with access to Personal Data are subject to binding obligations of confidentiality;
 - 5.7.5 notify the Customer without undue delay on becoming aware of a Personal Data Breach as soon as possible and in any event within 72 hours;

- 5.7.6 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 5.7.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 5.7 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 5.8 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.9 The Supplier does not currently contract with any third-party processor and may only appoint a third-party processor in connection with the processing of Personal Data under this agreement, with the consent of the Customer (such consent not to be unreasonably withheld or delayed). The Supplier confirms it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 5 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 5.
- 5.10 The Customer hereby consents to the Supplier extracting, and creating and retaining Aggregated Data, Anonymised Patient Data and Anonymised Customer Data as set out in Schedule 3.
- 5.11 Either party may, at any time on not less than 30 days' notice, revise this clause 5 by replacing it with any applicable Controller to Processor standard clauses or similar

terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

6 THIRD PARTY PROVIDERS

- 6.1 The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation, with reasonable skill and care and that the Product(s) shall conform substantially to the specification outlined on the Website and/or as outlined in the Documentation.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the 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 7.1. Notwithstanding the foregoing, the Supplier:
- 7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's exact requirements; and

- 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4 The Supplier warrants and undertakes that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement, that the Platform when supplied to the Customer shall be in conformity with the Applicable Legislation and that the Supplier will otherwise comply with the Applicable Legislation.

8 CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.1.1 provide the Supplier with:
- 8.1.1.1 all necessary co-operation in relation to this agreement; and
- 8.1.1.2 all necessary access to such information as may be required by the Supplier;
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 8.1.2 without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- 8.1.3 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the Standard Terms and Conditions;

- 8.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 8.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- 8.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9 CHARGES AND PAYMENT

- 9.1 The Customer shall pay to the Supplier:
 - 9.1.1 the Subscription Fees for the User Subscriptions in accordance with this clause 9;
 - 9.1.2 (where indicated on the Order Form) the Support Fees in accordance with clause 4.3;
 - 9.1.3 (where indicated on the Order Form) the Set Up Fees;
 - 9.1.4 (where indicated on the Order Form) the Add-On Fees;
 - 9.1.5 (where indicated on the Order Form) the Performance Fees; and
 - 9.1.6 (where indicated on the Order Form) the Customisation Fees.
- 9.2 The Customer shall on the Signature Date provide to the Supplier valid, up-to-date and complete credit/debit card details/bank account details or approved purchase order information acceptable to the Supplier and that will enable the Supplier to collect payment along with and any other relevant valid, up-to-date and complete contact and billing details.
- 9.3 The Customer shall pay the fees outlined in Clause 9.1 in the amounts outlined within the 'Payment Terms' section of the Order Form. Where payment is not or cannot be collected automatically by the Supplier, the Customer shall pay all invoices within 14 days after the date of such invoice.
- 9.4 If the Supplier has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of the Supplier, then interest shall accrue

on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

9.5 All amounts and fees stated or referred to in this agreement:

9.5.1 shall be payable in pounds sterling;

9.5.2 are, subject to clause 13.3.2, non-cancellable and non-refundable;

9.5.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.6 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the Additional User Subscriptions purchased pursuant to clause 3.4, the Support Fees payable pursuant to clause 4.3 and/or the Set Up Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer and the Order Form shall be deemed to have been amended accordingly.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Customer acknowledges that all Intellectual Property Rights in the Services and the Documentation belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Services and the Documentation other than the right to use them in accordance with this agreement.

10.2 The Supplier acknowledges that the Customer owns all Intellectual Property Rights or has the right to grant licences in the Customer Data and the Customer Content.

10.3 The Customer hereby grants to the Supplier a non-exclusive, worldwide, perpetual, royalty free licence to use, reproduce, distribute, modify, adapt, create derivative works from, grant sublicenses in (with the consent of the Customer, not to be unreasonably withheld), make publicly available, and otherwise exploit any Intellectual Property Rights in the Customer Data during the Supplier's delivery of the Services and in the creation and commercialisation of any of any Aggregated Data. This clause 10.3 shall survive the termination of the agreement in respect of the Supplier's use of the Aggregated Data, Anonymised Patient Data and Anonymised Customer Data (as defined in Schedule 3).

10.4 The Customer hereby grants to the Supplier a perpetual, irrevocable, non-exclusive, non-transferable, personal, worldwide licence to receive, use, reformat, display,

electronically transmit, perform, and reproduce all or any portion of the Customer Content that the Supplier chooses in an electronic form, in the Product or for a use in relation to the Product, both in an original form and in a new derivative work that is different from the Customer Content. This clause 10.4 shall survive the termination of the agreement.

10.5 The Customer hereby warrants to the Supplier that:

10.5.1 the Customer has not granted, and will not during the term of this agreement grant, to any third party any rights which are inconsistent with the rights granted under this Agreement;

10.5.2 the exercise by the Supplier of the rights under this clause require no governmental approvals.

10.5.3 they shall fully indemnify the Supplier in respect of any breach by the Customer of this clause 10 and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Supplier as a result of or in connection with any such claim.

10.6 Each party to this agreement shall from time to time do all such acts and execute all such documents as may reasonably be necessary in order to give effect to the provisions of this clause 10.

11 CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third

party or use the other's Confidential Information for any purpose other than the implementation of this agreement.

- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including, without limitation, the Freedom of Information Act 2000 ("FOIA"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("Codes of Practice") or the Environmental Information Regulations 2004 ("Environmental Regulations"), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 11.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.9 The above provisions of this clause 11 shall survive termination of this agreement, however arising.

12 INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without

limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

- 12.1.1 the Customer is given prompt notice of any such claim;
 - 12.1.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 12.1.3 the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Signature Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 12.2.1 the Supplier is given prompt notice of any such claim;
 - 12.2.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 12.2.3 the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 12.4.1 a modification of the Services or Documentation by anyone other than the Supplier; or
 - 12.4.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 12.4.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.5 The foregoing and clause 13.3.2 states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13 LIMITATION OF LIABILITY

13.1 Except as expressly and specifically provided in this agreement:

13.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

13.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

13.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2 Nothing in this agreement excludes the liability of the Supplier:

13.2.1 for death or personal injury caused by the Supplier's negligence; or

13.2.2 for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

13.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

13.3.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 12.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement within each 12 month period shall not exceed the total Subscription Fees, Support Fees and Set Up Fees paid by the Customer during the previous 12 months.

14 TERM AND TERMINATION

14.1 This agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Signature Date and shall continue for the Initial Subscription Term

and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless:

14.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

14.1.2 otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

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

14.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;

14.2.2 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;

14.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

14.2.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 Where one party is supplying goods and/or services under this agreement and the other party;

14.3.1 has become subject to a relevant insolvency procedure as specified in subsection (2)(b), (c), (e) or (f) of Section 233B of the Insolvency Act 1986 and the administrator, administrative receiver, liquidator or provisional liquidator of the other party consents to the termination of the agreement, the party supplying goods and/or services may terminate this agreement; or

14.3.2 is subject to all other cases of subsection (2) of Section 233B of the Insolvency Act 1986 and consents to the termination of this agreement, the party supplying goods and/or services may terminate this agreement.

- 14.4 Where a party has become subject to a relevant insolvency procedure and termination of this agreement is not permitted under the Insolvency Act 1986 and the continuation of the agreement would cause the party supplying goods and/or services hardship, such party may seek the permission of the court for permission to terminate this agreement. Where the court is satisfied and grants permission for termination, the agreement will be terminated with immediate effect.
- 14.5 Where a party is supplying good and/or Services under this agreement and the other party becomes subject to a relevant insolvency procedure, the party supplying such goods and/or services shall continue to supply such goods and/or services:
- 14.5.1 without any condition that any outstanding charges or fees in respect of a supply made to the other party are paid; and
- 14.5.2 until the agreement naturally expires, or it is terminated in accordance with this clause 14.
- 14.6 On termination of this agreement for any reason:
- a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
 - b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - c) the Supplier will deliver to the Customer the then most recent back-up of the Customer Data, unless the Customer otherwise specifies the destruction of the Customer Data. If requested to do so by the Customer, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request. The Customer shall pay all reasonable expenses incurred by the Supplier in the returning of or disposing of Customer Data. The Customer shall also have the option to download the Customer Data securely from the Website for a period of 14 days after termination.
 - d) the Supplier shall be entitled at all times to retain and deal with the Personal Data, Aggregated Data, Anonymised Patient Data and Anonymised Customer Data as outlined in Schedule 3 of this Agreement;
- and

- e) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15 FORCE MAJEURE

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

16 VARIATION

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

17 WAIVER

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

18 RIGHTS AND REMEDIES

- 18.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19 SEVERANCE

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

- 19.2 If any provision or part-provision of this agreement is deemed deleted under clause 19.1 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.

20 ENTIRE AGREEMENT

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21 ASSIGNMENT

- 21.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 21.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

22 NO PARTNERSHIP OR AGENCY

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

23 THIRD PARTY RIGHTS

- 23.1 This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999 save as imposed under the Data Protection Legislation.

24 NOTICES

- 24.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address set out in the Order Form to this agreement.
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission. .

25 GOVERNING LAW

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

26 JURISDICTION

- 26.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the Signature Date stated in the Order Form.

SCHEDULE 2 – SUPPORT SERVICES

27 SUPPORT SERVICES

- 27.1 In Consideration for the Support Fees (where applicable), the Supplier shall deliver the Support Services to the Customer and to its Authorised Users.
- 27.2 An overview of the Support Services can be found in the Supplier's Support Policy, found on the Website.
- 27.3 Save for periods of maintenance as outlined in clause 4.2 of Schedule 1, the Supplier shall use commercially reasonable endeavours to ensure that the Support Services are available to the Customer and the Authorised Users between Normal Business Hours.(the 'Support Period').
- 27.4 All Support shall be provided from the Supplier's office or such other location that the Supplier may deem to be commercially viable.
- 27.5 For the avoidance of doubt, the Supplier shall only provide support relating to technical aspects and the performance of the Product(s) forming part of the Services and shall at no time provide any support related to medical queries.

28 SUPPORT FEES

- 28.1 The provision of the Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Support Period shall be included in the Support Fees.
- 28.2 The Supplier reserves the right to suspend the Support Services with immediate effect if the Customer fails to make payment of any of the Support Fees due under this agreement.

SCHEDULE 3 – AGGREGATED AND ANONYMISED DATA

1 DEFINITIONS

1.1 The following definitions shall apply to this agreement:

Aggregated Data – means data created for analysis, statistical or research purposes by the Supplier that is the combination of Anonymised Patient Data and Anonymised Customer Data.

Anonymised Patient Data – means any Patient Data that has been anonymised to the standard outlined in the ICO's 'Anonymisation: Managing Data Protection Risk – Code of Practice' available online at <https://ico.org.uk/media/for-organisations/documents/1061/anonymisation-code.pdf> or such other standard of anonymisation for publication purposes.

Anonymised Customer Data – means any Customer Data that has been anonymised to the standard outlined in the ICO's 'Anonymisation: Managing Data Protection Risk – Code of Practice' available online at <https://ico.org.uk/media/for-organisations/documents/1061/anonymisation-code.pdf> or such other standard of anonymisation for publication purposes.

2 OWNERSHIP OF AGGREGATED DATA

2.1 The Customer acknowledges that all Intellectual Property Rights in the Aggregated Data shall at all times be owned by the Supplier (or their future assignees).

3 LICENCE TO USE

3.1 Subject to the Customer paying all sums owed to the Supplier under this agreement as and when they fall due, the Supplier hereby grants to the Customer an non-exclusive, revocable, royalty free, worldwide licence to access and to use the Aggregated Data without restriction.

4 RESTRICTIONS ON USE OF AGGREGATED DATA

4.1 For the avoidance of doubt, the Supplier shall be free to use the Aggregated Data as it sees fit, which includes but is not limited to the Supplier using the Aggregated Data to:

- (a) refine, develop and improve the Services;
- (b) correlate the behaviour of Authorised Users;

- (c) make improvements to the Products and Services;
- (d) share with third party organisations of the Suppliers choosing;
- (e) share with clinicians/academics that you nominate and who fall into the definition of Authorised Users;
- (f) enable the Supplier to provide a more personalised experience to Authorised Users.

4.2 The Supplier shall be permitted to deal with and/or commercialise the Aggregated Data in any way they see fit without restriction.

SCHEDULE 4 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Schedule 4 shall be interpreted alongside the Supplier's Privacy Notice found on the Website and clause 5 of Schedule 1 of this agreement.

Scope of the Processing	<i>This Schedule 4 shall apply to all Personal Data processed by the Supplier in the delivery of their Services under the Agreement. This will therefore include, but not be limited to, Customer Data and Patient Data.</i>
Nature of the processing	<i>The data will be inputted by the Customer through the third-party portal and by Authorised Users through the dashboard and the Product(s).</i> <i>For the duration of the processing outlined below, the Supplier shall securely store the data and disclose the data only those persons permitted under this agreement.</i> <i>The Supplier shall only process any Personal Data in connection with their delivery of the Services</i> <i>Upon request from the Customer, the Supplier will process the data in order to provide a pseudonymised version for use for approved purposes (e.g. service evaluation, research).</i>
Purpose of the processing	<i>The purpose of the processing shall be for the Supplier to fulfil the terms of the agreement with the Customer to deliver the Services to the Customer and the Authorised Users.</i>
Duration of the processing	<i>The processing shall commence on the Services Start Date and shall continue for the duration of this agreement. The Supplier may retain Personal Data in accordance with its data processing impact assessment, as may be updated from time to time.</i>
Types of Personal Data	<i>A professional who is an Authorised User may enter the following information about a patient:</i> <i>Title;</i> <i>Name;</i> <i>Email address;</i> <i>Mobile Number;</i> <i>NHS Number / National Insurance Number/ Hospital ID Number/ Insurance Number;</i> <i>Gender;</i> <i>Age;</i> <i>Conditions; and</i>

	• <i>Co-morbidity.</i> <i>A patient who is an Authorised User shall enter the following information through their use of the Services:</i> • <i>Exercise data;</i> • <i>Outcome data;</i> • <i>Diary data;</i> • <i>Medical and Medication data;</i> • <i>Behavioural data; and</i> • <i>Flare and symptom tracking.</i>
Categories of Data Subjects	• <i>The Customer and staff members of the Customer, Authorised Users including medical professionals and patients of all genders and ages.</i>