

Brave AI™

Software licence and support agreement

THIS AGREEMENT is made on **[DATE]**

BETWEEN

1. BERING LIMITED (registered number 07415648) whose registered office is at 54 Portland Place, W1B 1DY, London, United Kingdom ('Bering'); and
2. **[CUSTOMER]** whose registered office is at **[CUSTOMER ADDRESS]** ('Customer').

WHEREAS

Bering has agreed to grant the Customer a non-exclusive licence to use the Brave AI™ Software and associated documentation and to provide training and technical support to the Customer, as more particularly described in this Agreement and its Schedules.

1. Definitions

- 1.1 In this Agreement and associated Schedules, the following expressions have the meaning set opposite:

Agreement	means this document, including its Schedules and other attachments and recitals to this document;
Additional Charges	means the additional fees payable by the Customer for services outside the scope of the Licence Fee or standard Technical Support, as agreed in advance between the parties;
Authorised Users	means the Customer's employees, contractors or other individuals authorised by the Customer to access and Use the Software for the Customer's internal business purposes;
Business Day	means a day other than a Saturday, Sunday or public holiday in the United Kingdom;
Business Hours	means the Support Hours defined in this Agreement;
Confidential Information	means all information disclosed by one party to the other, whether before or after the Effective Date, that is marked or otherwise identified as confidential or that ought reasonably to be considered confidential, including business, technical, financial, clinical or commercial information, but excluding information falling within clause 9.4;
Customer Data	means any data, information, records, or content inputted, uploaded, submitted or otherwise

provided by or on behalf of the Customer or its Authorised Users in their use of the Software or Services;

Customer Tasks	means the tasks and responsibilities allocated to the Customer under this Agreement and Schedule A, including those required for onboarding, configuration, governance, and the safe and effective operation of the Software;
Data Protection Legislation	means all applicable data protection and privacy laws in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018, and any applicable guidance or codes of practice issued by the Information Commissioner's Office ("ICO");
Effective Date	means [DATE], the date on which this Agreement became effective;
Evaluation Activities	means benchmarking, performance evaluation, post-market surveillance, safety monitoring, service-improvement analysis, assurance activities, real-world performance monitoring, and any other activities undertaken by Bering to assess or improve the safety, performance, quality or effectiveness of the Software;
Incident	means any issue, malfunction or failure affecting the operation or performance of the Software that is reported by the Customer in accordance with this Agreement;
Intellectual Property Rights	means all patents, rights to inventions, copyright, database rights, design rights, trade marks, service marks, trade secrets, know-how, and all other intellectual property rights, whether registered or unregistered;
Intended Purpose	means the intended medical purpose of the Software as stated in the Instructions for Use (IFU) supplied with the software
Licence Fee	means the fees payable by the Customer for the licence and Services as set out in clause 4;
Licensed Software Materials	means the Software, the Program Documentation, and any updates or new releases made available to the Customer under this Agreement;

Order Form	means the document signed by both parties that sets out the commercial terms applicable to the Customer's purchase of the Software and Services. Each Order Form forms part of, and is governed by, this Agreement;
Parties	means Bering and the Customer, collectively;
Party	means either Bering or the Customer, or their respective permitted assignees;
Personal Data	has the meaning given to it in the Data Protection Legislation;
Program Documentation	means the user guides, instructions, manuals, specifications and similar documentation provided by Bering describing the Software's functionality and required operating environment;
Pseudonymised Data	means Personal Data that has been processed in such a manner that it can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and subject to appropriate technical and organisational measures as required by the Data Protection Legislation;
Resolution	means restoration of the Software's intended functionality for the relevant Incident, which may be achieved through a permanent fix or a workaround that materially restores functionality.
Response	means Bering's acknowledgement of an Incident and commencement of investigation and remediation efforts during Support Hours;
Services	means the support, maintenance, onboarding, configuration and related services provided by Bering under this Agreement, as set out in Schedule A;
Site	means any location at which the Customer or its Authorised Users access or Use the Software;
Software	means BraveAI (or other Bering product identified in this Agreement) provided by Bering as a cloud-based solution hosted on Bering's or its suppliers' infrastructure, including updates and modifications made available by Bering during the Term;
Support Hours	means 09:00 to 17:00 UK time, Monday to Friday, excluding public holidays;

Target Resolution Time	means the non-binding target period within which Bering will use reasonable endeavours to resolve an incident of a given priority, as set out in Schedule A;
Technical Requirements	means the minimum hardware, software, browser, security and network specifications notified by Bering from time to time that are required for the proper operation of the Software;
Term	means the Initial Term and any subsequent Renewal Terms;
Use	means accessing, running, or otherwise utilising the functionality of the Software in accordance with this Agreement.

1.2 Construction

- 1.2.1 In this Agreement, unless otherwise specified or the context otherwise requires:
- (a) words importing the singular only shall include the plural and vice versa;
 - (b) words importing the whole shall be treated as including a reference to any part;
 - (c) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time as permitted by the provisions of this Agreement; and
 - (d) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term.
- 1.2.2 Any phrase in this Agreement introduced by the term “include”, “including”, “in particular” or similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.
- 1.2.3 Headings used in this Agreement are for reference only and shall not affect its construction or interpretation.

1.3 Other references

‘person’	includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established); and
‘written’ or ‘in writing’	includes any non-transitory form of visible reproduction of words and email but not text messaging via mobile phone.

- 1.4 In the event of any conflict between this Agreement and an Order Form, the terms of this Agreement shall prevail unless the Order Form expressly states otherwise.

2. Licence and provision of services

- 2.1 In consideration of the Customer paying the Licence Fee in accordance with clause 4, Bering grants the Customer a non-exclusive, non-transferable licence to access and Use the Software during the Term, together with the right to access and refer to the Program Documentation.
- 2.2 Bering shall provide the Services in accordance with Schedule A of this agreement, using reasonable care and skill.
- 2.3 The Customer may permit its Authorised Users to access and Use the Software for its internal business purposes only.

3. Licence restrictions

- 3.1 The Customer shall not, and shall not permit any third party to:
- 3.1.1 copy, modify, adapt, translate or create derivative works from the Software or Program Documentation;
 - 3.1.2 reverse assemble, reverse compile or otherwise attempt to derive the source code of the Software, except to the extent permitted by law;
 - 3.1.3 sub-license, assign, transfer, distribute, lease, rent or otherwise make the Software available to any third party (other than Authorised Users);
 - 3.1.4 use the Software to provide services to third parties or operate a service bureau;
 - 3.1.5 circumvent or disable security or usage-control features of the Software; or
 - 3.1.6 access the Software to build a competing product or service.

- 3.2 The Customer shall take reasonable steps to prevent unauthorised access to or use of the Software.

4. Fees and payment terms

- 4.1 The Customer shall pay the Licence Fee as set out in the Order Form.
- 4.2 The Licence Fee shall include the provision of access to the Software and the provision of the Services. It does not include VAT, which shall be payable at the prevailing rate.
- 4.3 Bering shall invoice the Customer for the Licence Fee in accordance with the agreed commercial terms. Unless otherwise agreed, Licence Fees are payable quarterly in advance.
- 4.4 The Customer shall pay each undisputed invoice within 30 days of receipt.
- 4.5 Bering may vary the Licence Fee by giving not less than 90 days' prior written notice.
- 4.6 If the Customer fails to pay any undisputed amount by its due date, Bering may, without prejudice to any other rights or remedies:
- 4.6.1 suspend the Customer's access to the Software;
 - 4.6.2 suspend provision of the Services; and
 - 4.6.3 charge interest on the overdue amount at 5% per annum above the Barclays Bank plc base rate (or another equivalent UK clearing bank base rate notified to the Customer).
- 4.7 As an alternative, Bering may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5. Warranty

- 5.1 Subject to clause 5.2 and the limitations of liability in clause 6, Bering warrants that:
- 5.1.1 it has the right, power and authority to grant the licence set out in this Agreement and that all Intellectual Property Rights in the Software and the Program Documentation are free from encumbrances;
 - 5.1.2 the Software will operate in all material respects in accordance with its published specifications when used in accordance with this Agreement and the Program Documentation;
 - 5.1.3 the Services will be performed with reasonable care and skill; and

- 5.1.4 the Software complies with the UK Medical Device Regulations 2002 (as amended) applicable to a Class I medical device and is supplied in accordance with its declared Intended Purpose.
- 5.2 Bering shall not be liable under the warranties in clause 5.1 to the extent that any breach arises from:
 - 5.2.1 use of the Software:
 - (a) in combination with hardware, software, data or services not supplied or authorised in writing by Bering;
 - (b) other than in accordance with the Program Documentation or this Agreement;
 - (c) on infrastructure, networks or environments not meeting Bering's published technical requirements;
 - 5.2.2 any modification or alteration of the Software by the Customer or any third party not authorised by Bering;
 - 5.2.3 use of a release of the Software other than (a) the latest release or (b) the release immediately preceding the latest release, provided such immediately preceding release was installed less than twelve (12) months prior to the date of the claim;
 - 5.2.4 any matter arising from or relating to information, data, instructions, or materials supplied by the Customer;
 - 5.2.5 the Customer's failure to implement updates, fixes, or instructions issued by Bering that would have avoided the non-conformance; or
 - 5.2.6 the failure of any Customer-provided hardware, software, networks, communications systems or other equipment.
- 5.3 If the Customer notifies Bering in writing of a breach of the warranties in clause 5.1, Bering shall, at its own cost and within a reasonable time of receiving such notice, at its option:
 - 5.3.1 remedy the non-conformance;
 - 5.3.2 provide a workaround that materially restores the intended functionality;
 - 5.3.3 (in the case of the Services) re-perform the non-conforming Services; or
 - 5.3.4 if Bering reasonably determines that the non-conformance cannot be remedied within a reasonable period, terminate this Agreement with immediate effect and refund the Customer any prepaid Licence Fees for the period after termination.

- 5.4 The remedies in this clause 5.3 constitute the Customer's sole and exclusive remedy for breach of the warranties in clause 5.1.
- 5.5 Bering shall have no obligation to remedy a breach of warranty unless the Customer provides, at its own cost, all information reasonably required by Bering to identify, reproduce and diagnose the non-conformance.
- 5.6 Bering shall have no liability for breach of warranty unless the Customer provides written notice of the breach within thirty (30) days of becoming aware (or when it ought reasonably to have become aware) of the breach.
- 5.7 Except as expressly set out in this Agreement or required by the UK Medical Device Regulations, all other warranties, conditions and representations, whether express or implied, are excluded to the fullest extent permitted by law.

6. Disclaimer of warranties and limitation of liability

- 6.1 Nothing in this Agreement limits or excludes either party's liability for:
 - 6.1.1 death or personal injury caused by its negligence;
 - 6.1.2 fraud or fraudulent misrepresentation; or
 - 6.1.3 any other liability that cannot lawfully be limited or excluded.
- 6.2 Except as expressly set out in this Agreement or required by the UK Medical Device Regulations 2002 (as amended) ("UK MDR"), the Software and the Services are provided "as is" and Bering gives no warranties, representations or undertakings relating to them.

For the avoidance of doubt, nothing in this Agreement shall be interpreted as excluding, limiting, or restricting Bering's obligations:

 - 6.2.1 under UK MDR or UKCA marking requirements;
 - 6.2.2 to maintain the Software in accordance with its declared Intended Purpose;
 - 6.2.3 to comply with applicable post-market surveillance, safety, and vigilance obligations; or
 - 6.2.4 to maintain the Software's safety and performance characteristics as declared in the accompanying technical documentation.
- 6.3 All conditions, warranties and representations implied by statute, common law or otherwise are excluded to the fullest extent permitted by law. Nothing in this clause limits any warranty or obligation that Bering is required to give under the UK MDR in respect of the safety or performance of the Software.
- 6.4 Subject to clause 6.1, Bering shall not be liable for any of the following (in each case whether direct or indirect):

- 6.4.1 loss of profits;
 - 6.4.2 loss of revenue or business;
 - 6.4.3 loss of anticipated savings;
 - 6.4.4 loss of opportunity;
 - 6.4.5 loss of goodwill or reputation;
 - 6.4.6 loss of or corruption of data;
 - 6.4.7 loss of use or business interruption; or
 - 6.4.8 any indirect or consequential loss.
- 6.5 Subject to clause 6.1, Bering's total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to 100% of the Licence Fees paid by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.
- 6.6 The Customer shall bring any claim arising under or in connection with this Agreement within twelve (12) months of becoming aware of the event giving rise to the claim; otherwise, the claim shall be deemed waived.
- 6.7 The parties agree that the limitations and exclusions of liability in this clause 6 are reasonable and reflect the commercial allocation of risk between them.

7. Intellectual property rights

- 7.1 All Intellectual Property Rights in the Software, Program Documentation and Licensed Software Materials shall remain the exclusive property of Bering or its licensors.
- 7.2 Except for the licence expressly granted in this Agreement, nothing confers on the Customer any right, title or interest in or to the Software or the Program Documentation.

8. Intellectual property infringement indemnity

- 8.1 Bering shall indemnify the Customer against any damages, losses, reasonable costs and expenses awarded by a court of competent jurisdiction or agreed in settlement arising from a claim by a third party that the Customer's lawful use of the Software in accordance with this Agreement infringes that third party's Intellectual Property Rights ("**IP Claim**").
- 8.2 The indemnity in clause 8.1 shall only apply if the Customer:
- 8.2.1 promptly notifies Bering in writing of any IP Claim;

- 8.2.2 allows Bering sole conduct of the defence and settlement of the IP Claim; and
 - 8.2.3 provides Bering with all reasonable information and assistance required in relation to the defence of the IP Claim.
- 8.3 Bering shall not be liable under this clause to the extent that an IP Claim arises from:
 - 8.3.1 use of the Software contrary to Bering's instructions or this Agreement;
 - 8.3.2 modification of the Software by the Customer or any third party not authorised by Bering;
 - 8.3.3 use of the Software in combination with any equipment, software or data not approved or provided by Bering, where the IP Claim would not have arisen but for such combination; or
 - 8.3.4 use of an outdated version of the Software where the IP Claim would have been avoided by using a current version.
- 8.4 If an IP Claim is made, or in Bering's reasonable opinion is likely to be made, Bering may at its own expense and discretion:
 - 8.4.1 procure for the Customer the right to continue Using the Software;
 - 8.4.2 modify or replace the Software so that it becomes non-infringing without materially reducing its performance or functionality; or
 - 8.4.3 if neither 8.4.1 nor 8.4.2 is reasonably achievable, terminate this Agreement on written notice and refund to the Customer any prepaid Licence Fees for the period after termination.
- 8.5 The indemnity in this clause 8 sets out the Customer's sole and exclusive remedy for any IP Claim.

9. Confidentiality

- 9.1 Each party shall keep the other party's Confidential Information strictly confidential and shall not use it for any purpose other than the performance of this Agreement.
- 9.2 Each party may disclose the other party's Confidential Information only to its employees, officers, professional advisers and subcontractors who need access to such information for the purposes of performing this Agreement, provided that such persons are bound by confidentiality obligations no less protective than those set out in this Agreement.
- 9.3 Each party shall take all reasonable steps to protect the other party's Confidential Information and in any event no less protective than the steps it takes to protect its own confidential information.

- 9.4 The obligations in clauses 9.1 to 9.3 shall not apply to information that the receiving party can demonstrate:
- 9.4.1 was lawfully in its possession before disclosure by the disclosing party;
 - 9.4.2 is or becomes publicly available other than through a breach of this Agreement;
 - 9.4.3 is lawfully received from a third party without restriction on disclosure; or
 - 9.4.4 is required to be disclosed by law, regulation or the order of a court or regulatory body, provided that the receiving party (where lawful and practicable) gives the disclosing party prompt notice of the requirement.
- 9.5 Upon termination of this Agreement, or upon written request at any time, the receiving party shall promptly return or destroy (at the disclosing party's option) all Confidential Information and, upon request, certify in writing that it has done so. This obligation shall not require the deletion of automatically archived electronic back-ups maintained in accordance with reasonable IT practices, provided such information remains subject to the confidentiality obligations in this Agreement.
- 9.6 The obligations in this clause shall survive termination of this Agreement for so long as the information remains confidential.

10. Data protection

- 10.1 Each party shall comply with the Data Protection Legislation in relation to any Personal Data processed under or in connection with this Agreement.
- 10.2 Each party shall ensure that any registrations, notifications, assessments or approvals required under the Data Protection Legislation in relation to its processing of Personal Data under this Agreement are obtained in advance of any such processing and maintained for the duration of the processing.
- 10.3 The parties shall cooperate reasonably with each other to enable compliance with the Data Protection Legislation, including in relation to data subject rights, security, breach notifications, and consultations with supervisory authorities, to the extent required by law.

11. Benchmarking, evaluation and service improvement

- 11.1 Bering may conduct Evaluation Activities for the purpose of assessing, maintaining and improving the safety, performance, quality and effectiveness of the Software, including in accordance with Bering's obligations under the UK Medical Device Regulations 2002 (as amended) and any applicable post-market surveillance or clinical-safety requirements.

- 11.2 Subject to the Data Protection Legislation, Bering may use aggregated or Pseudonymised Data derived from Customer Data for Evaluation Activities. Bering shall not use identifiable Personal Data for Evaluation Activities without a lawful basis and without any required written agreement between the parties (including a Data Processing Agreement where applicable).
- 11.3 Where Evaluation Activities reasonably require the Customer's participation, information, access to relevant systems, personnel or operational workflows, the Customer shall provide reasonable cooperation and assistance, provided that such cooperation does not:
- 11.3.1 materially disrupt the Customer's operations;
 - 11.3.2 require disclosure of information in breach of law or contractual obligations; or
 - 11.3.3 impose material cost, burden or resource requirements on the Customer.
- 11.4 Any additional assistance beyond reasonable cooperation shall be subject to agreement and may be chargeable.
- 11.5 Bering shall not publish or disclose any results of Evaluation Activities that identify the Customer without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed.
- 11.6 Nothing in this clause grants Bering the right to use identifiable Personal Data for Evaluation Activities unless separately agreed by the parties in accordance with the Data Protection Legislation.

12. Clinical safety

- 12.1 Bering obligations
- 12.1.1 Bering shall maintain appropriate clinical-risk-management processes for the Software in accordance with:
 - (a) the UK Medical Device Regulations 2002 (as amended) and any successor legislation;
 - (b) generally accepted clinical-risk-management standards for medical software in the UK at the time the obligation is performed; and
 - (c) its own post-market surveillance and vigilance obligations as a medical device manufacturer.
- 12.2 Bering shall notify the Customer without undue delay of any safety issue, adverse event, or material clinical-risk concern relating to the Software that may impact safe use.
- 12.3 Customer obligations

12.3.1 The Customer shall:

- (a) implement appropriate local clinical governance arrangements and ensure that suitably qualified personnel oversee and manage the safe use of the Software;
- (b) ensure the Software is used in accordance with its Intended Purpose and Program Documentation; and
- (c) notify Bering promptly of any clinical safety incident or suspected adverse event relating to its use of the Software.

12.4 Joint obligations

- 12.4.1 The Parties shall cooperate in the investigation and resolution of any clinical-safety incident and shall share relevant information needed to support regulatory or safety reporting.

13. Representatives

- 13.1 Each party shall appoint a representative to act as its primary point of contact for all matters relating to this Agreement. Each party shall notify the other of the name and contact details of its representative on or before the Effective Date, and shall promptly notify the other of any change to its appointed representative.
- 13.2 The representatives shall act as the main liaison between the parties for the coordination and administration of the Services. Either party may appoint additional operational or escalation contacts by giving notice to the other.

14. Term and termination

- 14.1 This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with clause 14.2, shall continue for an initial period of one year (the “**Initial Term**”). Thereafter, it shall automatically renew for successive periods of one year (each a “**Renewal Term**”) unless either party gives the other not less than 90 days’ written notice to terminate, such notice to expire at the end of the then-current Term.
- 14.2 This Agreement may be terminated:
- 14.2.1 by Bering with immediate effect by written notice if the Customer fails to make any payment by the applicable due date (save where such payment is the subject of a bona fide dispute) and fails to remedy the breach within a period of ten (10) Business Days of receiving a written notice requiring it to do so;
 - 14.2.2 by either party with immediate effect by written notice if the other commits a material breach of this Agreement (other than one falling within 14.2.1) which, if capable of remedy, is not remedied within thirty (30) days of receiving a written request requiring it to do so;

14.2.3 immediately by either party on written notice if any of the following events occur in respect of the other party:

- (a) it is dissolved or struck off the register of companies or a winding up order is made against the other party or a meeting is convened, resolution passed or any step taken by the other party with a view to the winding-up of the other party except for the purpose of a solvent reconstruction, reorganisation, merger or consolidation;
- (b) if a receiver (including fixed charge or court appointed), administrative receiver, manager, insolvency practitioner or similar officer shall be appointed over the whole or a substantial part of the undertaking, property or assets of the other party;
- (c) it is unable to pay its debts or is insolvent as defined in section 123 of the Insolvency Act 1986;
- (d) if it enters into (or proposes to enter into) a composition, scheme of arrangement or voluntary arrangement with any of its creditors or otherwise or a moratorium is agreed imposed or declared in respect of or affecting all or a material part of (or of a particular type of) the debts of the other party;
- (e) if notice of intention to appoint an administrator is given by any person (including the other party's directors, the other party or any qualifying floating charge holder as defined in the Insolvency Act 1986) or any step is taken by any person with a view to placing the other party into administration as defined by the Insolvency Act 1986; or
- (f) if any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed in the above sub-conditions in relation to the other party.

14.3 Termination of this Agreement shall be without prejudice to any other rights or remedies of either party and shall not affect any accrued rights or liabilities of either party, nor any provision which is expressly or by implication intended to survive termination.

14.4 On termination of this Agreement for any reason:

14.4.1 the Customer shall immediately pay all outstanding invoices and interest and, in respect of Services supplied but not yet invoiced (including any Additional Charges), Bering may issue an invoice, which shall be payable immediately on receipt; and

14.4.2 the Customer shall immediately destroy all copies of the Licensed Software Materials in its possession, and a duly authorised officer of the Customer shall certify in writing that it has complied with this obligation.

15. Force majeure

- 15.1 Neither party shall be in breach of this Agreement nor liable for any delay or failure to perform its obligations (except for payment obligations) if such delay or failure results from a Force Majeure Event.
- 15.2 A “**Force Majeure Event**” means an event beyond the reasonable control of the affected party, including but not limited to:
- (a) acts of God (including flood, storm, earthquake or other natural disaster);
 - (b) epidemic or pandemic;
 - (c) war, armed conflict, terrorist attack or civil commotion;
 - (d) industrial action by third parties (other than the party’s own workforce);
 - (e) interruption or failure of utility services or telecommunications networks, provided that such interruption is not caused by the party’s own systems or suppliers;
 - (f) acts or restrictions of government or public authorities; and
 - (g) any other event which is not reasonably foreseeable and not capable of being prevented by reasonable measures.
- 15.3 The affected party shall:
- 15.3.1 promptly notify the other party in writing of the Force Majeure Event and its expected impact;
 - 15.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event; and
 - 15.3.3 resume performance of its obligations as soon as reasonably practicable after the Force Majeure Event ends.
- 15.4 If a Force Majeure Event continues for a period of more than 60 days, either party may terminate this Agreement on giving 14 days’ written notice to the other party.
- 15.5 Force Majeure does not excuse the Customer’s obligation to pay for Services already properly provided prior to the Force Majeure Event.

16. Dispute resolution

- 16.1 If a dispute arises out of or in connection with this Agreement, the parties shall first seek to resolve it through good-faith discussions between senior representatives of each party.

- 16.2 If the dispute is not resolved within 14 days of the commencement of such discussions, either party may refer the dispute to mediation. Mediation shall be conducted in London in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed, the mediator shall be nominated by CEDR.
- 16.3 Nothing in this clause shall prevent either party from seeking urgent injunctive or other interim relief at any time.
- 16.4 Subject to clause 16.3, if the dispute is not resolved through mediation within 30 days of the mediator's appointment, either party may commence court proceedings.

17. Waivers

- 17.1 Except as expressly stated in this Agreement, the rights and remedies of each party under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.2 A waiver of any right or remedy under this Agreement shall only be effective if given in writing and shall apply only to the specific circumstance for which it is given.
- 17.3 A delay in exercising, or failure to exercise, any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy.
- 17.4 A partial exercise of any right or remedy shall not prevent any further exercise of that or any other right or remedy.
- 17.5 A waiver of a breach of any term of this Agreement shall not operate as a waiver of any subsequent breach of that term or any other term.

18. Notices

- 18.1 Any notice given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or sent by email to the address(es) or email address(es) notified by one party to the other for the purpose of this clause.
- 18.2 Notices shall be deemed to have been received:
- (a) if delivered by hand, on the day of delivery;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second business day after posting;
 - (c) if sent by email, at the time of transmission, provided that the sender does not receive an automated message indicating non-delivery, and provided that if transmission occurs outside normal business hours, the notice shall be deemed received at 9.00am on the next business day.

- 18.3 This clause does not apply to the service of proceedings or other documents in any legal action, for which the requirements of the Civil Procedure Rules shall apply.

19. Severance

- 19.1 If any provision of this Agreement is held by a court or competent authority to be invalid, unlawful or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable.
- 19.2 If such modification is not possible, the relevant provision shall be deemed deleted.
- 19.3 Any modification or deletion under this clause shall not affect the validity and enforceability of the remaining provisions.

20. Entire agreement

- 20.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, negotiations, understandings or agreements between them relating to that subject matter.
- 20.2 Each party acknowledges that it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement.
- 20.3 Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

21. Counterparts

- 21.1 This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

22. Assignment

- 22.1 Neither party may assign, transfer, charge or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 22.2 Notwithstanding clause 22.1, Bering may assign or transfer this Agreement to:
- (a) any member of its group of companies; or
 - (b) any successor entity in connection with a merger, reorganisation or sale of all or substantially all of its assets,
- provided that such assignee assumes Bering's obligations under this Agreement.

23. Variation

- 23.1 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of both parties.

24. No partnership or agency

- 24.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture or agency relationship between the parties. Neither party shall have authority to bind the other in any way.

25. Further assurance

- 25.1 Each party shall, at its own cost, execute all documents and do all acts reasonably required to give full effect to this Agreement.

26. Third party rights

- 26.1 A person who is not a party to this Agreement shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 26.2 The parties may vary or rescind this Agreement without the consent of any third party.

27. Anti-bribery and anti-corruption

- 27.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010.
- 27.2 Neither party shall offer, give, solicit or accept any bribe or unlawful inducement in connection with this Agreement.
- 27.3 Each party shall maintain adequate procedures designed to prevent bribery and shall promptly notify the other party if it becomes aware of any breach of this clause.
- 27.4 Breach of this clause shall be deemed a material breach incapable of remedy.

28. Modern slavery

- 28.1 Each party shall comply with the Modern Slavery Act 2015 and shall take reasonable steps to ensure that slavery and human trafficking are not taking place in its business or supply chains.
- 28.2 Each party shall notify the other if it becomes aware of any actual or suspected slavery or human trafficking relating to this Agreement.
- 28.3 Breach of this clause shall be deemed a material breach.

29. Governing law and jurisdiction

- 29.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

29.2 The parties irrevocably agree 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.

Signatories to the agreement

THIS SIGNATURE PAGE forms part of the Brave AI™ Software Licence and Support Agreement dated [DATE] between Bering Limited and [CUSTOMER].

Signed for and on behalf of Bering Limited:

NAME (PRINT)	Dr. Ignat Drozdov MBChB, PhD
TITLE	Managing Director
SIGNATURE	
DATE	

Signed for and on behalf of [CUSTOMER]:

NAME (PRINT)	
TITLE	
SIGNATURE	
DATE	

Schedule A Services and service levels

A1 Support hours

- A1.1 Bering shall provide support via email and telephone during 09:00–17:00 UK time, Monday to Friday, excluding public holidays.

A2 Incident priorities and response times

- A2.1 Bering shall respond to Incidents within the following times:
 - A2.1.1 Priority 1 (Critical): service unavailable or severe loss of functionality – Response within 1 Business Hour
 - A2.1.2 Priority 2 (High): major function impaired; no workaround – Response within 4 Business Hours
 - A2.1.3 Priority 3 (Medium): minor function impaired; workaround available – Response within 1 Business Day
 - A2.1.4 Priority 4 (Low): cosmetic issues – Response within 2 Business Days
- A2.2 Bering shall use reasonable endeavours to provide a Resolution to Incidents within the following Target Resolution Times, which are not guaranteed commitments:
 - A2.2.1 Priority 1 (Critical): 4 Business Hours
 - A2.2.2 Priority 2 (High): 1 Business Day
 - A2.2.3 Priority 3 (Medium): 2 Business Days
 - A2.2.4 Priority 4 (Low): 5 Business Days
- A2.3 Any Incident submitted outside the Business Day shall be deemed to have been received at the start of the next Business Day. Response and Resolution Times shall run only during Business Hours.

A3 Availability

- A3.1 Bering shall use reasonable endeavours to make the Software available 99% of the time (but this is a target and not a guaranteed commitment), measured monthly, excluding:
 - A3.1.1 planned maintenance notified at least 24 hours in advance;
 - A3.1.2 emergency maintenance;
 - A3.1.3 third-party infrastructure failures;
 - A3.1.4 Customer systems, networks or devices;

A3.1.5 force majeure events.

A4 Maintenance and updates

- A4.1 Bering may implement updates, improvements, bug fixes and enhancements from time to time.
- A4.2 Bering shall notify the Customer of changes that materially affect functionality, safety or workflow.
- A4.3 Updates necessary for security, regulatory compliance or safety are mandatory.

A5 Onboarding and Initial Configuration

- A5.1 Bering shall provide:
 - A5.1.1 initial configuration and access setup;
 - A5.1.2 creation of Authorised User accounts;
 - A5.1.3 initial training for key Customer personnel;
 - A5.1.4 assistance with the production and approval of governance materials, where it pertains to the Software,

A6 Technical support

- A6.1 Bering shall provide Technical Support for the Software in accordance with the support hours and response targets in this Schedule.
- A6.2 Technical Support does not include services required to address issues arising from:
 - A6.2.1 use contrary to this Agreement or the Program Documentation;
 - A6.2.2 unauthorised modification of the Software;
 - A6.2.3 unsupported Customer infrastructure or networks;
 - A6.2.4 failure to follow recommended updates, configurations or instructions;
 - A6.2.5 errors in or arising from Customer Data.
- A6.3 The Customer shall:
 - A6.3.1 provide reasonable cooperation, information and access required for support;
 - A6.3.2 ensure Authorised Users are trained;
 - A6.3.3 comply with Bering's Technical Requirements;

A6.3.4 designate a single point of contact.

A6.4 If Bering provides services outside standard Technical Support, Bering may charge Additional Charges, subject to Customer's prior agreement.

A7 Customer responsibilities

A7.1 The Customer shall:

A7.1.1 perform Customer Tasks required for onboarding and configuration;

A7.1.2 provide accurate information and data needed for operation of the Software;

A7.1.3 ensure appropriate internal governance (clinical safety, IG, IT);

A7.1.4 ensure devices, browsers and networks meet Bering's Technical Requirements;

A7.1.5 ensure Authorised Users follow Program Documentation;

A7.1.6 notify Bering promptly of safety incidents or anomalies.

A7.2 Bering shall not be liable for delays or issues caused by Customer breach of these responsibilities.