

Terms and conditions

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CAREBUILDER AS A SERVICE AGREEMENT

PARTIES

CAREBUILDER UK LIMITED and a limited company incorporated under the laws of England and Wales (Company Registration Number 10773344), with a registered address at 1 Ropemaker Street, London, EC2Y 9HT, UK (the **Provider**);

[Client], a registered company, incorporated under the law of **[country]**, with a registered address at **[...]**, registered at **[...]** under number **[...]** (the **Customer**).

Both parties also jointly referred to as **Parties** and individually as **Party**;

BACKGROUND

- A. The Provider has developed and exploits an online platform to be used for communication and health care services in Housing, Home Automation, Social and Health Care industries under the name CareBuilder SAAS;
- B. The customer now wishes to use CareBuilder and acquire access to Provider's platform and receive Provider's services as set out in the terms of this Agreement.
- C. Customers now wish to use CareBuilder and acquire access to Provider's Platform and receive Provider's services as set out in the terms of this service licence agreement (Agreement).



AGREEMENT

1. Definitions and Interpretation

1.1. In this Agreement:

Affiliate means an entity that Controls, is Controlled by, or is under common Control with the relevant Party;

The agreement means this agreement (including the Schedules) and any amendments to it from time to time;

Fees mean the amounts payable by the Customer to the Provider under or in relation to this Agreement (as set out in Schedule 2);

Confidential Information means:

- 1.1.1. any information disclosed (whether disclosed in writing, orally or otherwise) by a Party to the other Party during the Term that is marked as "confidential", described as "confidential" or should have been understood by the Party receiving the information at the time of disclosure to be confidential;
- 1.1.2. the terms and conditions of this Agreement;
- 1.1.3. the software (including source and object code) in and/or in connection with the Platform;
- 1.1.4. Customer Data.

Control means the legal power to control (directly or indirectly) the management of an entity (and **Controlled** will be construed accordingly);

Customer Data is all data uploaded to, stored on or transmitted via the Platform by or on behalf of the Customer or by any person or application or automated system using the Customer's account in connection with this Agreement;

Customer Materials means the Customer Data and all other products and



techniques (including software and data) provided by Customer or by third parties that the Customer wishes to be connected with or integrated into the Platform;

Customer Trademarks means the trademarks and tradenames of the Customer

Customisations means integrations with 3rd party software, amendments, additions and (source code) customisations to the Platform that the Provider and the Customer agree the Provider will produce or develop upon request and/or on behalf of the Customer and become part of the 'Platform' unless a separate agreement is negotiated.

Device Integration means integration with standard off the shelf 3rd party devices, systems or software which become part of the 'Platform' unless a separate agreement is negotiated.

Documentation means the documentation produced by the Provider and/or made available on the Platform to the Customer specifying how the Platform should be used;

Effective Date means the date of execution of this Agreement **[INSERT DATE]**;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, server failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, source codes, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

Minimum Term means the period specified as such in Schedule 1;

Permitted Purpose means the use of the Platform as described in Clause 3.1 and 3.2 below by the Customer and its clients, staff, partner organisations and Third



Party Organisations in order to enable the delivery of housing and care services offered by Customer, partner organisations and Third Party Organisations to the Customer's clients during the term of this Agreement as described in Clause 3.2;

Personal Data has the meaning given in Data Protection Laws (including the UK GDPR and the Data Protection Act 2018).

UK GDPR means the retained UK law version of Regulation (EU) 2016/679 (as amended from time to time).

Data Protection Laws means all applicable data protection and privacy laws and regulations, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (PECR), together with any statutory codes of practice and guidance issued by the Information Commissioner's Office (ICO) or other relevant supervisory authority, in each case as amended from time to time.

Platform means the software platform known as CareBuilder SAAS technology platform that is owned and operated by Provider, and that will be made available to the Customer subject to the terms of this Agreement.

Schedule means a schedule attached to this Agreement;

Services mean all the services provided or to be provided by the Provider to the Customer under this Agreement, including and License Services;

License Services means Helpdesk, Business Development, Support, Consultancy, Development and Project Management provided or to be provided by the Provider to the Customer in accordance with the SLA as referred to in clause 4.1 below;

The term means the term of this Agreement;

Update means a release to fix bugs or errors or minor function amendments that do not constitute an Upgrade;

Upgrades mean new versions of, or to enhance the functionality of, the Platform.

1.2. In this Agreement, a reference to a statute or statutory provision includes a reference to:

1.2.1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

- 1.2.2. any subordinate legislation made under that statute or statutory provision.
- 1.3. Clause headings do not affect the interpretation of this Agreement.

2. Term

This Agreement will come into force on the Effective Date and will, subject to clause 11 below, continue in force for the Minimum Term. Thereafter and subject to clause 11 below the Agreement shall automatically renew for subsequent one (1) year renewal terms (each a Renewal Term) unless either party provides the other party with not less than ninety (90) days prior written notice of its intention to terminate the Agreement at the end of the Minimum Term or any subsequent Renewal Term.

3. The Platform

- 3.1. Commencing from the Effective Date the Provider shall make the Platform available to the Customer, by configuring the Platform in accordance with the personalised applications, Third Party Domains and settings approved and agreed upon between Parties in Schedule 1 (the **Personalised Platform**). In order to make the Platform available the Customer will deliver to the Provider during the period commencing from the Effective Date and concluding on the date set out in Schedule 1 or earlier if agreed to by the parties, all Customer Materials that Parties agreed to integrate into or connect with the Platform and all other information requested by the Provider which is necessary to create the initial configuration of the Customer's Personalised Platform. The Provider will make available the Personalised Platform to the Customer by providing the Customer with the login details as soon as reasonably practicable. Notwithstanding the foregoing, the Customer acknowledges and agrees the Provider shall have no liability for any delay in providing the Personalised Platform where such liability is as a result of the Customer's failure to deliver the Customer Materials or any other information requested.
- 3.2. Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4, the Provider hereby grants to the Customer during the Term a non-exclusive non-transferable licence to use the Platform only for the Permitted Purpose in accordance with the Documentation.
- 3.3. The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:
 - 3.3.a. thePlatform may only be used by Customer to provide their clients, staff, identified by the Customer, access to the Personalised Platform;



- 3.3.b. the Customer will identify each user of the Platform, and is responsible for adding, changing, or removing any such users in accordance with the procedure set out in the Documentation;
 - 3.3.c. the Platform must not be used at any point in time by more than the number of users specified in Schedule 1, provided that the Customer may add or remove user licences in accordance with the procedure set out in the Documentation;
 - 3.3.d. the Platform may only be accessed by the clients, staff, employees, of the Customer and its Controlled entities; and
 - 3.3.e. the Customer must comply at all times with the terms of the Acceptable Use Policy, the current version of which is attached to this Agreement at Schedule 3 (and which may be updated from time to time by the Provider upon written notice to Customer), and Customer must ensure that all users of the Platform agree to and comply with the terms of that Acceptable Use Policy.
- 3.4. The Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by the Provider to the Customer under Clause 3.2 is subject to the following prohibitions:
 - 3.4.a. the Customer will not allow access to and use of the Platform for any other Purpose than Service Licence Agreement Permitted Purpose;
 - 3.4.b. the Customer will not allow access to and use of the Platform to anyone other than its clients, staff, employees, agents and sub-contractors and Third Party Organisations, unless specifically separately agreed;
 - 3.4.c. the Customer shall not frame or otherwise re-publish or re-distribute the Platform; and
 - 3.4.d. the Customer shall not alter or adapt or edit the Platform save as and if expressly permitted by the Documentation.
- 3.5. For the avoidance of doubt, the Customer represents and warrants that (i) it, and its clients, staff, employees, agents and sub-contractors and Third Party Organisations, shall (a) not access the Platform except for the Personalised Platform and (b) not access the object code or source code of the Platform, either during or after the Term; and (ii) that no unauthorised person will or could access the Platform using the Customer's account.
- 3.6. The Customer represents and warrants that is shall not use the Platform, and that the Platform shall not be used by it users:
 - 3.6.a. in any way that is unlawful, illegal, fraudulent or harmful; or
 - 3.6.b. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - 3.6.c. to store, process or show inappropriate content; or



- 3.6.d. in any way that causes damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.
- 3.7. The Customer acknowledges and accepts that the availability and proper functioning of the Platform is also subject to the availability of Internet at the Customer's locations and other technical requirements.
- 3.8. The Customer has the freedom to add their own Logo and Text in multiple locations in the Platform.
 - 3.8.a. Logo in the Portals (Customer, Family, Public, User Manager)
 - 3.8.b. Text in Language Library can be changed for Portals
 - 3.8.c. Phone scripts
- 3.9. The CareBuilder Logo or Text can be found back in the Platform:
 - 3.9.a. Powered by Logo in CareGiver APP
 - 3.9.b. e-Watch; Android Smartwatch
 - 3.9.c. URLs in public pages
 - 3.9.d. Playstore

4. Licence Services, Updates and Upgrades

- 4.1. During the Term, the Provider will provide Licence Services to the Customer, and may apply Updates and Upgrades to the Platform, in accordance with the service level agreement (the SLA) which can be requested from the provider. The Provider shall have no liability to the Customer for any failure to achieve the service levels set out in the SLA where such failure is as a direct result of circumstances beyond the control of Provider including but not limited to any failure by a third party to provide services.

5. Customisation

- 5.1. Customisation is not included. In joint consultation and with a suitable business case the Provider and the Customer may agree that the Provider will customise the Platform in accordance with certain specifications (each a Customisation) to be separately agreed in writing between the Parties.
- 5.2. From the date when a Customisation is first made available to the Customer, the Customisation shall form part of the Platform under the Agreement, and accordingly from that date, the Customer's rights to use the Customisation shall be governed by this



Agreement.

- 5.3. The Customer acknowledges that the Provider may make any Customisation available to its other Customers, unless a separate commercial agreement is in place, in which case different terms may apply.
- 5.4. Processes and procedures for requesting and implementing each of the different types of customisations or integration are laid out in the manual and/or Service Level Agreement.

6. Customer Materials

- 6.1. The Customer grants to the Provider a non-exclusive licence to store, copy and otherwise use the Customer Materials on the Platform for the purposes of operating the Personalised Platform, providing the Services, creating the Customizations and fulfilling its other obligations under this Agreement.
- 6.2. The Customer represents and warrants that all permits and licences are acquired in relation to the Customer Materials. The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of this Agreement, will not:
 - a. breach any laws, statutes, regulations or legally-binding codes;
 - b. infringe any person's Intellectual Property Rights or other legal rights; or
 - c. give rise to any cause of action against the Provider or the Customer or any third party, in each case in any jurisdiction and under any applicable law.
- 6.3. Where the Provider reasonably suspects that there has been a breach by the Customer of the provisions of this Clause 6, the Provider may:
 - a. delete or amend the relevant Customer Materials; and/or
 - b. suspend any or all of the Services and/or the Customer's access to the Platform while it investigates the matter.
- 6.4. The Provider shall ensure that the Customer Materials stored and processed by the Platform are stored separately from, and are not co-mingled with, the materials of other customers of the Provider.

7. Fees

- 7.1. The Provider will issue an invoice for the Fees To the Customer in accordance with the provisions of Schedule 2 and Schedule 6.
- 7.2. The Customer will pay the Fees to the Provider within 14 days of the date of issue of an invoice issued in accordance with Clause 7.1.
- 7.3. All Fees stated in or in relation to this Agreement are stated exclusive of VAT or other applicable taxes, unless explicitly otherwise stated. VAT will be payable by the Customer to the Provider in addition to the principal amounts.
- 7.4. Fees must be paid by bank transfer using such payment details as are notified by the Provider to the Customer.
- 7.5. If the Customer does not pay any amount properly due to the Provider under or in connection with this Agreement, the Provider may suspend access to the Platform and the Services provided under this Agreement and:
- a. the Provider may charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate, such interest to accrue on a daily basis from the due date until the date of actual payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and;
 - b. the Provider may claim fixed compensation and reasonable recovery costs as permitted under the Late Payment of Commercial Debts Regulations 2002..
- 7.6. The Provider may vary the Fees yearly on and/or after any anniversary of the Effective Date by giving the Customer not less than 90 days written notice of the variation. Any such variation shall not exceed the percentage increase during the same twelve (12) month period of the Consumer Prices Index (CPI) as published by the UK Office for National Statistics. Notwithstanding the foregoing, the Provider may propose a higher increase subject to the Customer's prior written agreement, such agreement not to be unreasonably withheld or delayed..
- 7.7. If the Fees are agreed upon Pounds (GBP) and during the term of this Agreement the value Service Licence Agreement of the Pound (GBP) relative to the Euro falls by more than 10%, the Provider shall be entitled to update the pricing set out in this Agreement to reflect the exchange rate between the Pound and the Euro, subject to fourteen days' notice to the Customer of the impending change.

8. Warranties

8.1. The Customer warrants and represents to the Provider that it:

- a. has the legal right and authority to enter into and perform its obligations under this Agreement;
- b. has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement;
- c. will provide the Provider with:
 - (i) all necessary cooperation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Provider in order to provide the Services;
- d. Will comply with all applicable laws and regulations with respect to its activities under this Agreement;
- e. 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 Provider may adjust any agreed timetable or delivery schedule as reasonably necessary;
- f. ensure that its clients, staff, employees, use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any breach of this Agreement by such users; and
- g. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Provider, its contractors and agents to perform their obligations under this agreement, including without limitation the Services.

8.2. The Provider warrants and represents to the Customer:

- a. that it has the legal right and authority to enter into and perform its obligations under this Agreement;
- b. that it will perform its obligations under this Agreement with reasonable care and skill; and
- c. the Platform (excluding for the avoidance of doubt the Customer Materials) will not infringe any person's Intellectual Property Rights in any jurisdiction and under any applicable law.



8.3. The Customer acknowledges that:

- a. complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;
- b. the Provider does not warrant or represent that the Platform will be compatible with any application, program or software not specifically identified as compatible in Schedule 1.

8.4. All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in the terms of this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

9. Indemnification

9.1. If a third party asserts a claim against Provider alleging that software, content, or data used by Customer in connection with the Platform, or provided to Provider in order for Provider to perform Services, infringes a third party's intellectual property right (a "Claim Against Us"), Customer will defend Provider against the Claim Against Us at Customer's expense and indemnify Care Builder from any finally awarded damages. Customer will have no obligation to defend or indemnify Provider if the Claim Against Us is based on Provider's unauthorized changes to Customer's content, data or other information.

9.2. If a third party asserts a claim against Customer that the Platform infringes a third party's intellectual property right (a "Claim Against You"), Provider will defend Customer against the Claim Against You at Provider's expense and indemnify Customer from any finally awarded damages. The provider will not be obligated to defend or indemnify Customer if the Claim Against You is based on (i) combination of the Platform with other software, content, data or business process not contemplated by documentation; (ii) use of any older release of the Platform when the use of a newer version would have avoided the alleged or actual infringement; (iii) any modification of the Platform made by anyone other than Provider; or (iv) Provider's compliance with any materials, designs, specifications or instructions provided by Customer.

9.3. If the Platform becomes, or in Provider's opinion is likely to become, the subject of an infringement claim, Provider may at its option and expense and as Customer's sole and exclusive remedy: (i) procure for Customer the right to make continued use of the Platform;



(ii) replace or modify the Platform so that it becomes non-infringing; or (iii) terminate Customer's licence to the Platform and refund a prorated portion of the prepaid but unused fees paid for the Platform.

9.4. Each Party will provide the other Party with prompt notice of any claim. A Party's Failure to provide prompt notice to the other Party relieves the Party of its obligation to defend and indemnify the other Party only to the extent that the failure to provide notice materially harms the Party's ability to defend the claim. The indemnifying Party will have sole control over the defence of the claim, including any settlement. The indemnified Party will provide the indemnifying Party with reasonable cooperation in connection with the defence of the claim, and may participate in the defence at its own expense.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights in the Services and the Platform, (which includes for the avoidance of doubt the Personalised Platform and Third Party Domains and any Customisations), shall be and remain, as between the Parties, the exclusive property of the Provider. This Agreement does not transfer any Intellectual Property Rights or grant any other or more extensive rights in relation thereto, than as explicitly set forth in this Agreement.

10.2. Subject to Clause 10.1, all Intellectual Property Rights in the Customer Data will remain, as between the Parties, the property of the Customer, or its users (as the case may be).

10.3. CareBuilder will never use the customers best practices and customer materials (and visa versa) unless agreed in writing.

11. Limitations and Exclusions of Liability

11.1. Except as expressly and specifically provided in this agreement:

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

B. 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

C. the Platform and the Services are provided to the Customer on an “as is” basis.

11.2. Nothing in this agreement excludes the liability of the Provider:

- A. or death or personal injury caused by the Provider’s negligence; or
- B. for fraud or fraudulent misrepresentation.

11.3. Subject to clause 11.1 and clause 11.2:

- A. the Provider 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, Fees or expenses however arising under this agreement; and
- B. the Provider’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total amount paid and payable by the Customer in the three (3) months immediately preceding the date on which the claim arose.

11.4. Nothing in this agreement excludes the liability of the Provider: Any liability will lapse after one (1) year has passed since the date on which the damage occurred.

12. Confidentiality and Publicity

12.1. Parties will:

- A. keep confidential and not disclose the Confidential Information to any person save as expressly permitted by this Clause 12;
- B. protect the Confidential Information received from the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care;



C. not use any Confidential Information or Intellectual Property Rights of the other Party unless explicitly provided for in this Agreement.

12.2. The obligations set out in this Clause 12 shall not apply to:

A. Confidential Information that is publicly known (other than through a breach of an obligation of confidence);

B. Confidential Information that is received from an independent third party who has a right to disclose the relevant Confidential Information; or

C. Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body, provided that the Party subject to such disclosure requirement must where permitted by law give to the other Party prompt written notice of the disclosure requirement.

12.3. When invoking one of the exclusions of clause 12.2 above, the burden of proof rests with the invoking Party.

12.4. Neither Party will make any public disclosure relating to the contents of this Agreement, the SLA or any other related addendum or subsequent agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other Party.

13. Termination

13.1. Either Party may terminate this Agreement immediately by giving written notice to the other Party if the other Party commits any breach of any term of this Agreement, and:

(i) the breach is not remediable; or

(ii) the breach is remediable, but the other party (a) fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so or (b) committed the same breach after such notification.

13.2. Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

A. the other Party:

(i) is dissolved, wound up or resolved to do so;

(ii) ceases to conduct all (or substantially all) of its business or resolved to do so;

(iii) is or becomes unable to pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(V) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

B. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party;

C. (a Force Majeure Event has continued for a period of more than sixty (60) days;

D. (where that other Party is an individual) that other Party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition for order.

13.3. The Provider may terminate the Agreement immediately by giving written notice of termination to the Customer where the Customer fails to pay to the Provider any amount due to be paid under the Agreement by the due date.

14. Effects of Termination

14.1. Upon termination of this Agreement, all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7, 9, 10, 11, 12, 13, 14, 17 and 18.

14.2. Termination of this Agreement will not affect either Party's accrued liabilities and rights as at the date of termination.

15. Notices

15.1. Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered by email, for the attention of the relevant person, and to the relevant email address given below (or as notified by one Party to the other in accordance with this Clause).

The Provider

[addressee, address and if necessary email address]

The Customer

[addressee, address and if necessary email address]

- 15.2. A notice will be deemed to have been received at time (or where such time is not within Business Hours, when Business Hours next begin after the relevant time) of the transmission (providing the sending Party retains written evidence of the transmission).

16. Data Protection

- 16.1. In respect of the processing under this Agreement of Customer Data involving Personal Data, the Customer acts as the Controller and the Provider acts as the Processor for the purposes of Data Protection Laws. The data processing terms set out in Schedule 5 (Platform Overview Addendum / Data Processing Agreement) are incorporated into and form part of this Agreement.
- 16.2. The Customer warrants to the Provider that it will comply with Data Protection Laws at all times, including that it has a valid legal basis to collect and disclose Personal Data to the Provider for processing under this Agreement, and that the Provider's processing of such Personal Data in accordance with this Agreement will not cause the Customer to breach Data Protection Laws or any contractual obligations owed to third parties.

17. Force Majeure Event

- 17.1. Where a Force Majeure Event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 17.2. Party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will:
- A. forthwith notify the other; and
 - B. will inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3. The affected Party will take reasonable steps to mitigate the effects of the Force Majeure Event.

18. General

- 18.1. No breach of any provision of this Agreement will be waived except with the express written consent of the Party not in breach.
- 18.2. If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 18.3. Nothing in this Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 18.4. This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.
- 18.5. Save as expressly provided in this Clause or elsewhere in this Agreement, the Customer may not without the prior written consent of the Provider assign, transfer, charge, licence or otherwise dispose of or deal in this Agreement or any contractual rights or obligations under this Agreement.
- 18.6. Neither party will, without the other Party's prior written consent, either during the term of this Agreement or within 6 months after the date of effective termination of this Agreement, engage, employ or otherwise solicit for employment any employee, agent or contractor of the other Party who has been involved in the performance of this Agreement.
- 18.7. This Agreement can only be terminated as provided for in this Agreement. This Agreement, including the agreed Fees, cannot be nullified or dissolved (in whole or in part) in or outside of court, or amended (in whole or in part) in or outside of court without the approval of both Parties.
- 18.8. This Agreement including any schedules and/or agreements referred to in this Agreement constitute the entire agreement between the parties in relation to the



subject matter of this Agreement, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into this Agreement.

- 18.9. This Agreement will be governed by and construed in accordance with the laws of **[England and Wales / Scotland]** and the **[English Courts / the Scottish Courts]** will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
- 18.10. Our General Terms and Conditions apply to this proposal. Please find our latest version.



**The Parties have indicated their acceptance of the terms of the Agreement by
Signing below:**

SIGNED by [John Vermeulen]
duly authorised for and on behalf of the
Provider

Signature

Signature of Witness

[Name of Witness]

[Address of Witness]

SIGNED by [_____]]
duly authorised for and on behalf of the
Customer

Signature

Signature of Witness

[Name of Witness]

[Address of Witness]

SCHEDULE 1 - FEES

1. Licence Service Fees

1.1. The Licence Services due by Customer to Provider under the Agreement will consist of the following elements:

- A. Licence, in respect of access to and use of the Platform;
- B. Support;
- C. Business Development;
- D. Consultancy;
- E. Development;
- F. Project Management;
- G. Helpdesk (SLA).

Other Fees, which may include fees for acquiring or leasing hardware, infrastructure development. Could be added on request.

Third party fees like Google are included in the pricing. In the event of a substantial change we will pass on the costs.

Set up fees are not included in this contract, the customer will carry out all these activities himself.

2. Invoicing

The applicable recurring monthly Licence Services Fees plus VAT will be invoiced by the Provider at any time upon the commencement of the calendar month following the month. As described in table Deliverables/Order Form.

3. Licence

3.1. The Licence Fees in respect of access to and use of the Platform shall be made up of a recurring User Licence Fee. Licence Fees include:



- A. Non-user related fees for access to CareBuilder SaaS by the Customer, access to specific modules / products within the SaaS platform and to specific organisational gateways built into the platform for integration with third-party systems.
- B. User-related fees for access to specific modules / products by the Customer's Users. The applicable Licence Fees are shown in the addendum to this Schedule 1 – Fees, and further defined hereunder.

The description of the deliverables and fees that apply to this agreement can be found in the Order Form .



SCHEDULE 2 - ACCEPTABLE USE POLICY

1. The Policy

This Acceptable Use Policy (the Policy) sets out the rules governing the use of the software platform 'CareBuilder' (the Platform) developed and owned by CareBuilderB.V. (hereinafter also referred to as "we", "us" or "our") and any content that you may submit to the Platform (Content).

By logging onto the Platform and using the Platform, you accept the applicability of the rules set out in this Policy.

2. General Restrictions

You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

You must not use the Service:

- A. in any way that is unlawful, illegal, fraudulent or harmful; or
- B. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3. Unlawful and Illegal Material

You must not use the Service to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on the Service) must not:

- A. be libellous or maliciously false;
- B. be obscene or indecent;
- C. infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- D. infringe any rights of confidence, rights of privacy, or rights under data protection legislation;

- E. constitute negligent advice or contain any negligent statement;
- F. constitute an incitement to commit a crime;
- G. be in contempt of any court, or in breach of any court order;
- H. be in breach of racial or religious hatred or discrimination legislation;
- I. be blasphemous;
- J. be in breach of official secrets legislation; or
- K. be in breach of any contractual obligation owed to any person.

You must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Data Mining

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Service that do not form part of the tools provided unless with written consent by The Provider.

5. Graphic Material

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature, unless and to the extent that this forms part of a formally documented healthcare related [therapy] programme authorised by qualified health professionals.

6. Harmful Software

You must not use the Service to promote or distribute any viruses, Trojans, worms, rootkits, spyware, adware or any other harmful software, programs, routines, applications or technologies.

You must not use the Service to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

7. Factual Accuracy

Content must not be untrue, false, inaccurate or misleading. Statements of fact contained in the Content must be true; and statements of opinion contained on the Content must be truly held and where possible based upon facts that are true.

8. Negligent Advice

Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:

- A. illness, injury or death; or
- B. any other loss or damage.

9. Marketing and Spam

You must not use the Service to transmit or send unsolicited commercial communications.

You must not use the Service to market, distribute or post chain letters, Ponzi schemes, pyramid schemes, matrix programs, “get rich quick” schemes or similar schemes, programs or materials.

10. Gambling

The Provider’s policy to encourage its customers and their clients not to participate in Gambling. In the event that a customer supports this activity the Provider cautions to gamble responsibly. The provider will take no responsibility for outcomes from using the service for the purpose related to gambling, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity (Please ensure if used in a communal place all appropriate licenses have been obtained).

11. Professional Advice

The Service provides Customers with a cloud based platform which enables them to deliver a range of online products and services to their own clients and service network. Any responsibility for the delivery of these services remains the sole responsibility of the Customer.

12. Netiquette

Content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

Content must not be (grossly) offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory.

Content should not cause annoyance, inconvenience or needless anxiety.

Do not flame or conduct flame wars on the Service ("flaming" is the sending of hostile messages intended to insult, in particular where the message is directed at a particular person or group of people).

Do not troll on the Service ("trolling" is the practice of deliberately upsetting or offending other users).

You must not flood the Service with content focusing upon one particular subject or subject area, whether alone or in coordination with other users.

Content must not duplicate existing Content on the Service, without the appropriate authorisations from the content owner or licences.

You must submit Content to the appropriate part of the Service. You must at all times be courteous and polite to other Service users.

13. Hyperlinks

You must not link to any website or web page containing material that would, were it posted on the Service, breach (the preceding terms of this Policy).

14. Breaches of this Policy

We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:



- A. delete or edit any of your Content;
- B. send you one or more formal warnings;
- C. temporarily suspend your access to a part or all of the Service; and/or
- D. permanently prohibit you from using a part or all of the Service.

15. Banned Users

Where we suspend or prohibit your access to the Service or a part of the Service, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

16. Monitoring

Notwithstanding the provisions of this Policy, we do not actively monitor Content.

17. Report Abuse

If you become aware of any material on the Service that contravenes this Policy, you must notify us at the earliest possible opportunity and in writing.



SCHEDULE 3 – SERVICE LEVEL AGREEMENT (separate document)

1. Service Level Agreement

The service level agreement (the SLA) that applies to this agreement will be provided explicitly by the provider to the customer.



SCHEDULE 4 – ORDER FORM (separate document)

1. Order Form

The duration of the contract and the licences and services that the customer receives are described in the order form.

SCHEDULE 5 – DATA PROTECTION AGREEMENT

1. General

The Customer can supply Personal Data of the Customer or End Users within the meaning of Data Protection Laws as part of this Agreement. This Schedule constitutes the data processing agreement required by Article 28 UK GDPR. For the purposes of Data Protection Laws, the Provider acts as Processor and the Customer acts as Controller in relation to Personal Data processed by the Provider on the Customer's behalf. Where the Customer is itself acting as a Processor for its own client(s) (for example, where the Customer resells the Provider's products and services), the Provider will act as a Sub-Processor and the Customer will act as the Processor (and references to Controller in this Schedule will be read accordingly), but the ultimate Controller remains responsible for any statutory notifications to the ICO and/or Data Subjects.

2. Processing Objectives

The Processor undertakes to process Personal Data on behalf of the Controller only on documented instructions from the Controller (including as set out in this Agreement and any Order Form), and exclusively for the purposes of providing the Platform and Services and for any other purposes agreed in writing. The Processor will not use Personal Data for its own purposes except where it has a valid legal basis under Data Protection Laws (and, where required, the Controller's instructions). All Personal Data processed on behalf of the Controller will remain the property of the Controller and/or the relevant Data Subjects.

3. Processor's Obligations

The Processor and the Controller will comply with Data Protection Laws. The Processor shall: (i) ensure that persons authorised to process Personal Data are bound by confidentiality; (ii) implement appropriate technical and organisational measures; (iii) assist the Controller (taking into account the nature of processing) to respond to Data Subject requests; (iv) assist the Controller with security, breach notification, data protection impact assessments and prior consultation where required; (v) upon request provide information reasonably necessary to demonstrate compliance with this Schedule; and (vi) maintain records of processing carried out on behalf of the Controller as required by Data Protection Laws. The Processor may charge reasonable costs for assistance that



goes beyond what is required by Data Protection Laws, provided it informs the Controller in advance.

4. Transfer of Personal Data

The Processor may process Personal Data in the United Kingdom and/or the European Economic Area (EEA). The Processor will not make a restricted transfer of UK Personal Data to a country outside the UK unless the requirements of Data Protection Laws for such transfer are met, including the use of an appropriate safeguard (such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses) and, where required, a transfer risk assessment. Upon request, the Processor shall notify the Controller of the country or countries in which Personal Data is processed and stored.

5. Allocation of Responsibility

The Processor shall be responsible for processing Personal Data under this Schedule in accordance with the Controller's documented instructions. The Controller is responsible for: (i) determining the purposes and lawful bases for processing; (ii) providing required privacy information to Data Subjects; (iii) ensuring that it has the right to disclose Personal Data to the Processor; and (iv) the accuracy, quality and lawfulness of Personal Data provided to the Processor. The Processor is not responsible for processing carried out by the Controller or by third parties other than the Processor's Sub-Processors.

6. Engaging of Third Parties or Subcontractors

The Processor is authorised to engage Sub-Processors for the purposes of providing the Platform and Services. The Processor shall make available (on request, or by published notice) a list of current Sub-Processors and shall inform the Controller of any intended changes. The Controller has the right to object in writing within two (2) weeks of notice, on reasonable grounds related to data protection. If the Controller objects, the Parties will work in good faith to resolve the objection; if no solution is reached, the Controller may terminate the affected Services on written notice without penalty (to the extent the change is material to the Controller). The Processor shall ensure that each Sub-Processor is bound by written terms no less protective than this Schedule, and the Processor remains liable for the performance of its Sub-Processors.

7. Duty to Report

In the event of a Personal Data Breach, the Processor shall notify the Controller without undue delay and, in any event, within 36 hours after becoming aware of the breach. The Processor will provide information reasonably required to support the Controller's compliance with its breach notification



obligations, and will keep the Controller informed of material developments. The Processor shall, where required by Data Protection Laws, provide reasonable cooperation to support notifications to the ICO and/or affected Data Subjects. The Controller remains responsible for deciding whether to notify the ICO and/or Data Subjects.

8. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, the Processor will implement and maintain appropriate technical and organisational security measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. Such measures may include (as appropriate): access controls and authentication, least-privilege permissions, encryption in transit, secure backups, vulnerability management, logging and monitoring, and incident response procedures. The Processor commits to embed security in company processes and standard operating procedures (including alignment to recognised standards where applicable).

9. Handling Data Subject Requests

Where a Data Subject submits a request to the Processor relating to Personal Data processed under this Schedule, the Processor shall promptly (and, where practicable, within two (2) Business Days) forward the request to the Controller. The Processor will not respond to the Data Subject except on the Controller's documented instructions, unless required by law. The Processor will provide reasonable assistance to the Controller to enable it to respond to the request within applicable statutory deadlines. The Processor may charge reasonable costs for assistance where permitted by Data Protection Laws and agreed in advance.

10. Confidentiality

All Personal Data received by the Processor from the Controller and/or compiled by the Processor under this Schedule is subject to confidentiality. The Processor shall ensure that any person it authorises to process Personal Data has committed itself to confidentiality or is under an appropriate statutory obligation of confidentiality.

11. Audit

The Controller is entitled to request information reasonably necessary to demonstrate the Processor's compliance with this Schedule. Where such information is insufficient, the Controller may carry out (or appoint an independent auditor to carry out) an audit of the Processor's relevant controls, no more than once per year, on at least two (2) weeks' written notice, during normal business hours, and subject to reasonable confidentiality and security requirements. The Processor



may satisfy audit requests by providing recent independent audit reports or certifications where these adequately cover the scope. The Controller will bear its own costs of any audit unless an audit identifies material non-compliance by the Processor.

12. Duration and Termination

This Schedule applies for the duration of the Agreement. On termination or expiry of the Services involving processing of Personal Data, the Processor shall (at the Controller's option) return a copy of the Personal Data and/or securely delete the Personal Data, within thirty (30) days, unless the Processor is required by law to retain it. If Personal Data is retained for legal reasons, the Processor shall ensure it remains protected and shall delete it when the legal retention requirement ends. The Processor shall provide reasonable confirmation of deletion upon request. This Schedule may be amended by written agreement of the Parties to reflect changes in Data Protection Laws.

13. Annex - Processing Details (UK GDPR Article 28)

Subject matter: Provision of the CareBuilder SaaS platform and related support/services.

Duration: For the term of the Agreement and any agreed data retention/return period.

Nature and purpose of processing: Hosting, storing, structuring, transmitting and otherwise processing Personal Data as necessary to provide the Platform features (including communications, monitoring workflows, reporting and user management).

Categories of Data Subjects: Customer staff and contractors; end users/service users; carers/family members/authorised contacts; other third parties identified by the Customer.

Types of Personal Data: Contact details, identifiers, user account data, communications content, care-related notes, sensor/event data and audit logs (as configured by the Customer).

Special category data (if applicable): Health and care information may be processed where the Customer configures the Platform to record such information.

Processing locations: UK and/or EEA (and any other locations notified in accordance with clause 4 above).