

G-Cloud 15

Terms and Conditions

Management and Supervision Tool (MaST), decision-making Support for Community Mental Health Teams

Holmusk Europe Ltd

Lot 2b Software as a Service

1. DEFINITIONS

In this Agreement, the following terms shall have the following definitions:

1.1 "Affiliate" means~ in relation to a company, a person who is, from time to time, a subsidiary or holding company of that company, or is a subsidiary of that company's holding company. For the purposes of this Agreement, a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

1.2 "Background Intellectual Property Rights" means Intellectual Property Rights owned or controlled by a Party, other than Holmusk Developed IP and Trust Developed IP.

1.3 "Data Processing Agreement" means the data processing agreement entered into between the Parties on or around the date of this Agreement.

1.4 "Deployment Services" means the activities set out in the service level agreements which may be amended by the Parties in writing from time to time.

1.5 "Executive Team" means the Trust's team of executive and non-executive directors.

1.6 "Health and Social Care Network (HSCN)" means the data network for health and care organisations.

1.7 "Holmusk Developed IP" shall have the meaning given to it in Clause 7:2.1.

1.8 "Holmusk Developed Materials" means any and all Materials, and anything else, developed or generated by or on behalf of the Holmusk Persons (whether developed solely or jointly with the Trust) in the performance of the MaST Deployment Services, and tangible and intangible embodiments of the foregoing. The Holmusk Developed Materials include the MaST Solution and the MaST Reports.

1.9 "Holmusk Persons" means individually or collectively, Holmusk, Holmusk's Affiliates and Holmusk's or Holmusk 's Affiliates' Sub-Contractors and its/their employees, agents and consultants.

1.10 "Holmusk Project Team" means Holmusk's project team, responsible for performing the Preliminary Services, as further described in Schedule 3.

1.11 "Holmusk Provided Materials" means the MaST Solution in object code form, the MaST Report and any other Holmusk Developed Materials agreed to be provided by Holmusk to the Trust in the course of the Deployment Services.

1.12 "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for infringement, misappropriation, passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part off the world.

1.13 "Materials" means algorithms, processes, procedures, designs, ideas, concepts, inventions and invention disclosures (whether or not patentable or reduced to practice), data, know-how, proprietary information and methodologies, technical information, trade secrets, computer software (in both object and source code form), databases, specifications, copyrightable works, and all records thereof.

1.14 "MaST Report" means a written report that summarises the conclusions of Holmusk in relation to the agreed Milestones. For avoidance of doubt, this may include confidential information but not personal data provided by the Trust in connection with this Agreement.

1.15 "MaST Solution" means the healthcare technology, analytics and change management solution developed by or on behalf of Holmusk (including all versions and any improvements, modifications or developments thereof). For the avoidance of doubt, the MaST Solution includes the management and supervision software, along with the related algorithms and scripts. This definition excludes any patient data or other related confidential or personal information provided by the Trust which is stored in connection with the Deployment Service.

1.16 "Normal Working Hours" means 9.00 AM- 5.00 PM on Monday to Friday

1.17 "Sub-Contractor" means Earthware Ltd, AIMES or (ii) such other entity or persons as may be appointed as a sub-contractor by Holmusk or its Affiliates from time to time.

1.18 "Term" shall have the meaning given to it in Clause 10.1.

1.19 "Third Party" means a person other than the Trust, a Trust Person or an Holmusk Person.

1.20 "Third Party IP" shall have the meaning given to it in Clause 7.8.

1.21 "Trust Background Materials" means any and all Materials that are owned or controlled by the Trust, excluding the Trust Developed Materials. The Trust Background Materials exclude the Holmusk Developed Materials.

1.22 "Trust Developed IP" shall have the meaning given to it in Clause 7.3.

1.23 "Trust Developed Materials" means any and all Materials, and anything else, developed or generated solely by the Trust in the performance of this Agreement, and tangible and intangible embodiments of the foregoing. The Trust Developed Materials exclude the Holmusk Developed Materials.

1.24 "Trust Personal Data" shall have the meaning given to it in the Data Processing Agreement.

1.25 "Trust Persons" means individually or collectively, the Trust and its employees, agents and consultants.

1.26 "Trust Project Team" means the Trust's project team, responsible for facilitating Holmusk's performance of the Deployment Services, as described in the service level agreement

1.27 "Trust Systems" means any and all information technology software, systems and infrastructure that are owned by, leased to or controlled by the Trust.

2. HOLMUSK'S OBLIGATIONS

2.1 Holmusk's Obligations. Holmusk shall: (a) perform the Deployment Services with reasonable care and skill; (b) provide the Trust with the services of the Holmusk Project Team. The Holmusk Project Team shall work with the Trust Project Team to deliver the Deployment Services. The Holmusk Project Team and the Trust Project Team shall meet at least monthly, or at such other times as the Parties may agree, either in person or by video or telephone conference, to discuss the progress of the Deployment Services; (c) with respect to the Deployment Services, prepare and provide to the Trust Project Board monthly progress reports. In preparing such updates and reports, Holmusk shall consider in good faith any comments made by the Trust Project Team on the content of such updates and reports; (d) at the time of implementation of the MaST (management and supervision tool), host data necessary for the implementation of the solution on secure third party servers; (e) cause the observance by the Holmusk Persons engaged in activities under this Agreement of the Trust's standard policies including but not limited to health and safety rules and regulations, Data Protection Act 2018. UK GDPR and Confidentiality in force from time to time that are notified in advance to the Holmusk Persons while on the Trust's premises; (f) cause the observance by the Holmusk Persons engaged in activities under this Agreement of the Trust's standard security requirements in relation to Trust Systems in force from time to time (to the extent applicable to the Holmusk Persons) that are notified in advance to the Holmusk Persons in writing by the Trust; and (g) ensure compliance with Data Security and Protection Toolkit and ensure that it can take the benefit, acting through its Affiliates, of an ICO registration.

2.2 Sub-Contractors. Holmusk may sub-contract or delegate some of Holmusk's obligations in respect of the Deployment Services to a Sub-Contractor, provided that Holmusk shall remain responsible for the Sub-Contractor's performance of its obligations under this Agreement.

2.3 The Trust acknowledges and agrees that if: (a) the Trust does not comply with its obligations under Clause 3.1; (b) the Trust Persons do not provide the Holmusk Persons with access to all Trust Systems, Trust Background Materials or Trust Persons requested by Holmusk in accordance with Clause 3.2; or (c) the Trust does not comply with its obligations under Clause 3.4 or, notwithstanding the Trust's use of reasonable endeavours, such co-operation as Holmusk reasonably requests under Clause 3.4 is not provided by Trust Persons, the delivery of the MaST Implementation may be delayed.

3. TRUST'S OBLIGATIONS

3.1 Trust's Obligations. The Trust shall: (a) make payment for the deployment services in accordance with the call-off contract; (b) provide reasonable assistance to the Holmusk Persons in connection with Holmusk's performance of its obligations under this Agreement; (c) provide reasonable assistance to the Holmusk Persons in complying with the standard Trust policies, regulations and the standard security requirements notified by the Trust to Holmusk in accordance with Clauses 2.1(e) and 2.1(f); (d) use reasonable endeavours to provide the Holmusk Persons with appropriate Trust data for interrogation and analysis as required by Holmusk for the performance of the Deployment Services; (e) be responsible for facilitating the appropriate user authentication process necessary for the conduct of the Deployment Services; (g) ensure that the Trust Project Team dedicate sufficient personnel and resources to enable Holmusk to perform the Deployment Services and that the Trust Project Team attends meetings, at least monthly (or at such other times as the Parties may agree) with the Holmusk Project Team, either in person or by video or telephone conference, to discuss the progress of the Deployment Services; and (h) comply with any Holmusk policies and procedures in force from time to time and notified to the Trust that may be relevant to the Deployment Services, and shall procure that the Trust Persons engaged in the Deployment Services are also so compliant.

3.2 Access to Health and Social Care Network (HSCN). As of the Effective Date, the Parties acknowledge that Holmusk has access to the HSCN through an NHS sponsor not party to this

Agreement. To the extent Holmusk's sponsorship status for HSCN access changes, the Parties will discuss in good faith the Trust's ability and willingness to fulfil the role of NHS sponsor for HSCN access on behalf of Holmusk, such discussions to conclude within a period of ten (10) days of notification by Holmusk to the Trust of the change in its sponsorship status (the "Notification Period"). To the extent the Trust is unable or unwilling to fulfil the role of NHS sponsor, Holmusk may terminate this Agreement with immediate effect at the end of the Notification Period.

3.3 Access to Trust Systems and Trust Background Materials. Subject to Clause 3.5, the Trust shall upon receiving reasonable notice from Holmusk Persons and at no cost to the Holmusk Persons use reasonable endeavours to provide access for the Holmusk Persons (during Normal Working Hours) to the relevant data from the Trust's data warehouse as stipulated by Holmusk Persons and Trust Background Materials (including documents relating to clinical pathways, and standard operating procedures (which will be held by Holmusk confidentially and not shared onwards) and provide copies thereof to the Holmusk Persons, if requested by the Holmusk Persons, in each case, that are relevant or connected to the Holmusk Persons' performance of the Deployment Services as reasonably determined by the Holmusk Persons. To the extent required, the Trust shall be responsible for obtaining consent for Holmusk to access Trust Systems and Trust Background Materials and for controlling outputs and analysis in a manner consistent with applicable Trust and NHS policies and practices.

3.4 Access to Trust Persons. Without limiting the scope of Clause 3.1, the Trust shall use reasonable endeavours to provide and shall cause to be provided by the Trust Persons all cooperation that the Holmusk Persons may reasonably require to perform the Preliminary Services, including identifying those Trust Persons appropriate for the Holmusk Persons to interview as part of the Preliminary Services and assisting the Holmusk Persons in coordinating the required logistics for such interviews, including obtaining any licences and approvals required for the Holmusk Persons to interview Trust Persons.

3.5 Exemptions. Nothing in this Clause 3 shall require the Trust to provide Holmusk Persons with access to Trust Systems, Trust Background Materials or Trust Persons where to do so may in the Trust's opinion (to the extent it is held reasonably): (i) compromise or interfere with a Trust Person's ability to provide services to patients; or (ii) risk infringing the Intellectual Property Rights of a Third Party; or (iii) result in non-compliance with any applicable laws. To the extent that the Trust considers that access to Trust Systems, Trust Background Materials or Trust Persons by Holmusk Persons should be withheld for any of the reasons set out in this Clause 3.5, the Trust shall promptly refer such matter to the Trust Executive Team and the Parties shall discuss in good faith a more limited access regime with respect to such Trust Systems, Trust Background Materials or Trust Persons in order to address the Trust's concerns while minimising any adverse effect on the performance of this Agreement.

3.6 Trust Acknowledgement. The Trust acknowledges and agrees that (i) the MaST Solution is not intended for the treatment or diagnosis of individual patients, (ii) any results or outputs of the MaST Solution shall not be regarded as providing any medical advice, professional medical or health care opinion, medical treatment or otherwise take the place of professional health care to any individual as would be offered by a professional health care provider or replacing the clinical judgement of a treating health care professional, (iii) Holmusk does not represent, warrant or undertake that the MaST Solution will meet the health or medical requirements of any person, and (iv) the Deployment Services do not involve medical research activities.

4. PAYMENT

4.1 Consideration. The Trust shall pay Holmusk as outlined in the pricing document promptly following the Effective Date.

4.2 Invoices. Holmusk shall submit an invoice to the Trust setting out a description of the Deployment Services provided during the period covered by such invoice. The Trust will supply Holmusk with relevant PO number to quote on any invoices.

4.3 Payment Terms. All sums due under this Agreement: (a) are exclusive of value added tax; and (b) shall be made within thirty (30) days of the date of the applicable invoice.

5. WARRANTIES

5.1 Mutual Warranties. Each Party hereby represents and warrants to the other that: (a) it has all requisite corporate power and authority (or if a Party is not a corporation, such Party represents and warrants that it has sufficient power and authority under its organisational documents or agreements) to enter into this Agreement; (b) the execution, delivery, and performance of this Agreement has been duly authorised by all requisite corporate (or, as applicable, other entity) action on the part of such Party; (c) this Agreement has been duly executed and delivered by such Party and (assuming the due authorisation, execution, and delivery hereof by the other Party) is a valid and binding obligation of such Party and enforceable against it in accordance with its provisions; and (d) its entry into this Agreement does not violate or constitute a breach of any agreement to which it is a Party or is otherwise bound.

5.1.2 No Other Warranties. Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the Parties with respect to the actions contemplated by this Agreement or any Holmusk Provided Materials. Any condition, warranty or other term in this regard which might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, insofar as it is lawful to do so, hereby excluded.

6. LIABILITY

6.1 Limits on Liability. Subject to Clauses 6.2 and 6.3, neither Party shall be liable to the other for any special, indirect or consequential loss or damage or for any: (a) loss (whether direct or indirect) of business, income, profits or goodwill; (b) loss or corruption of information or data (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or (d) loss or liability (whether direct or indirect) under or in relation to any other contract

6.2 No Exclusion. Nothing in this Agreement shall operate to limit or exclude either Party's liability: (a) for death or personal injury caused by its negligence or that of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation; (b) for breach of obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (c) for infringement of the other Party's Intellectual Property Rights; (d) for breach of its confidentiality obligations under Clause 8; or (e) which may not be limited or excluded by applicable law. 6.3 Total Liability, Subject to Clauses 6.1 and 6.2, the total liability of each Party under or related to this Agreement, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall be limited to the cost of the agreement.

7. INTELLECTUAL PROPERTY AND LICENCES

7.1 Background Intellectual Property Rights. Except as expressly set out in this Agreement, 'neither Party shall acquire any right, title or interest in or to the Background Intellectual Property Rights of the other Party. ·

7.2 Holmusk Developed Materials.

7.2.1 Holmusk Developed IP. As between the Parties, all right, title and interest (including all Intellectual Property Rights) in and to the Holmusk Developed Materials (such Intellectual Property Rights, the "Holmusk Developed IP") shall be solely and exclusively owned by Holmusk.

7.2.2 Further Assurance. The Trust shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that Holmusk may consider necessary or desirable to perfect the right, title and interest of Holmusk in and to the Holmusk Developed IP owned by Holmusk pursuant to clause 7.2.1.

7.3 Trust Developed Materials. As between the Parties, all right, title and interest (including all Intellectual Property Rights) in and to the Trust Developed Materials (such Intellectual Property Rights, the "Trust Developed IP") shall be solely and exclusively owned by the Trust.

7.4 Licence to Trust Background Intellectual Property Rights and Trust Developed IP. The Trust hereby grants to Holmusk a fully paid-up, royalty-free, perpetual, irrevocable, non-exclusive, transferable, sub-licensable, worldwide licence under the Background Intellectual Property Rights of the Trust and Trust Developed IP to access, use, execute, copy, display and perform any Trust Background Materials and Trust Developed Materials used in the Deployment Services as necessary or useful to (i) perform the Deployment Services; (ii) perform any subsequent agreement entered into between Holmusk and the Trust; and (iii) continue to use the MaST Solution for any purpose without seeking a further licence from the Trust .

7.5 Licence to use the MaST Reports. Holmusk hereby grants a fully paid-up, royalty-free, perpetual, nonexclusive, worldwide, non-transferable, non-sublicensable licence to the Trust to use, copy and display the MaST Reports for its business activities.

7.6 Licence to use the Holmusk Provided Materials.

7.6.1 Licence. For the Term and subject to Clause 7.8, Holmusk hereby grants to the Trust a fully paid-up, royalty-free, non-exclusive, non-transferable, non-sublicensable licence to use the Holmusk Provided Materials as necessary or useful to perform the Trust's obligations under this Agreement or any subsequent agreement entered into between Holmusk and the Trust.

7.6.2 Restrictions. The Trust shall not: (a) sub-license, rent, lend, assign or transfer in any other way the Holmusk Provided Materials to any person; (b) copy (except the Holmusk Report as permitted under Clause 7.5), modify, create derivative works from or variations of or distribute all or any portion of the Holmusk Provided Materials; (c) disassemble, decompile, reverse engineer or in any other manner decode the MaST Solution; (d) give access to any Holmusk Provided Materials through any network of computers to users who are not Trust Persons; or (e) use all or any part of the Holmusk Provided Materials in order to build a product or service which competes with the MaST Solution.

7.7 Intellectual Property Rights of the Holmusk Persons. Subject as expressly provided in Clauses 7.5 and 7.6.1, nothing in this Agreement shall be deemed to grant to the Trust any rights or licences under any Intellectual Property Rights of any of the Holmusk Persons.

7.8 Third Party Licences. The Trust acknowledges that the Holmusk Provided Materials may be subject to Intellectual Property Rights of Third Parties ("Third Party IP"). Such Third Party IP shall not be licensed on the terms of Clauses 7.5 and 7.6.1 but shall be subject to the terms of the applicable Third Party licences.

8. CONFIDENTIALITY

8.1 Confidentiality. Each Party undertakes to keep confidential, and undertakes not to use for its own purposes (other than in connection with the performance of this Agreement, including the

exercise of rights granted under this Agreement) nor without the prior written consent of the other Party disclose to any Third Party (except its professional advisors or as may be required by any law or any legal or regulatory authority, or in the case of Holmusk, the Holmusk Persons and to Third Parties in connection with the performance of this Agreement, including the exercise of rights granted under this Agreement) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such Party from the other Party and which relates to the other Party or any of its Affiliates or sub-contractors (including with respect to Holmusk, the Holmusk Persons, and with respect to the Trust, the Trust Persons). The obligations in this Clause 8.1 shall be subject to Clause 9, and shall not apply to any information which is public knowledge or already known to such Party at the time of disclosure, or which subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such Party from a Third Party.

8.2 Terms of the Agreement. Subject to Clause 9, the terms of this Agreement are confidential and may not be disclosed by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Holmusk shall be permitted to disclose such terms of this Agreement to its Affiliates and actual or prospective (a) Sub-Contractors for the Deployment Services and (b) potential investors, provided that in any event such disclosure is limited to what is reasonably necessary and such Third Parties are subject to terms of confidentiality no less restrictive than the terms set out in this Agreement.

8.3 Use of Acquired Know-How. Subject to the obligations of confidentiality in this Clause 8 and obligations relating to intellectual property in Clause 7, nothing in this Agreement will prevent the Holmusk Persons or the Trust from using or re-using in the course of their respective businesses (and, in the case of Holmusk, in the course of its exploitation howsoever of the MaST Solution) their know-how, techniques, methods, commercial insights, general business or technical knowledge acquired, developed or used by them in the course of performing the Deployment Services.

8.4 Holmusk Confidential Information. Without limiting the scope of Holmusk's confidential information and subject to Clauses 7.5 and 7.6.1, the Trust agrees that the Holmusk Developed Materials shall form part of Holmusk's confidential information.

9. FREEDOM OF INFORMATION

9.1 FOIA and EIR. Holmusk acknowledges that the Trust is subject to requirements under the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIR") which may require the Trust to disclose information to Third Parties on request and that such information may include matters relating to or arising out of this Agreement. Holmusk shall notify the Trust if it receives a FOIA or EIR request promptly following receipt of the same and in no event shall Holmusk respond directly to a request for information unless expressly authorised to do so by the Trust. Holmusk acknowledges that the Trust may be obliged under the FOIA or EIR to disclose information following consultation with Holmusk in accordance with Clauses 9.2 and 9.3.

9.2 Requests for Information Relating to Holmusk Confidential Information. In the event that the Trust receives a request for information under the FOIA or the EIR which may relate to Holmusk's confidential information, prior to making any disclosure of such information it shall notify and consult with Holmusk and shall allow Holmusk a reasonable opportunity to make representations to the Trust as to the applicability of any exemptions Holmusk believes apply to such information under the FOIA or EIR (as applicable). The Trust shall give due consideration to those representations received within ten (10) days of receipt of the Trust's notification under this Clause 9.2 and shall give Holmusk reasonable advance notice of what (if any) information the Trust intends to disclose to satisfy the request having given such due consideration. In the event that Holmusk fails to respond

within the requisite period, the Trust reserves the right to disclose any such information it deems appropriate.

9.3 Trust's Obligations. Subject to Clause 9.2, the Trust shall be responsible for determining whether the information is: (a) exempt from disclosure in accordance with the FOIA and EIR; or (b) to be disclosed in response to a request for information under the FOIA and EIR.

10. DURATION AND TERMINATION

10.1 Term of the Agreement. Unless terminated earlier in accordance with Clause 10.2, or by written agreement of the Parties, this Agreement shall terminate on the date agreed in the call-off contract (the "Term").

10.2 Material Breach. Either Party shall be entitled to terminate this Agreement with immediate effect by notice in writing if the other Party has committed a material breach of its obligations under the Agreement and has failed to remedy that material breach within thirty (30) days of having been requested to do so in writing.

10.3 Cooperation in the Event of Termination or Expiry. At the end of the Term, subject to Clause 10.6 and without limiting each Party's obligations elsewhere in this Agreement, each Party shall cooperate with the other to provide for an orderly cessation of the Deployment Services.

10.4 Disposal of Confidential Information in Event of Termination or Expiry. At the end of the Term, and without limiting each Party's obligations elsewhere in this Agreement, each Party (the "First Party") shall promptly cease all use of the other Party's (the "Second Party") Intellectual Property Rights and confidential information and at the option of the Second Party, either return or destroy all of the Second Party's confidential information in the possession or control of the First Party, except: (a) that the Trust may retain a copy of the MaST Reports for use as permitted under Clause 7.5; (b) that Holmusk may continue to use the confidential information of the Trust as necessary to perform its on-going obligations and exercise its on-going rights under this Agreement; and (c) that Holmusk may continue to use the confidential information of the Trust in the MaST Reports for Holmusk related activities. For the avoidance of doubt, the Holmusk will not retain any individual data items related to patients even where these items have been anonymised. No individual data items will be included in the MaST reports.

10.5 End of Term. At the end of the Term, and without limiting Holmusk's obligations elsewhere in this Agreement, Holmusk shall procure that the Holmusk Persons shall promptly cease carrying out the Deployment Services, including by: (a) vacating the premises of Trust Persons to the extent occupied for the purpose of carrying out the Deployment Services; and (b) ceasing all use of Trust Systems under this Agreement.

10.6 Surviving Terms. Termination or expiry of this Agreement in accordance with this Clause 10 shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at the end of the Term. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, including this Clause 10, and Clauses 6, 7, 8, 9 and 11 through 14 shall remain in full force and effect.

11. PERSONAL DATA Trust Personal Data. In respect of Trust Personal Data, Holmusk shall comply with the terms of the Data Processing Agreement and, to the extent relevant, any honorary contracts entered into between the Trust and the Holmusk Persons. Both Parties agree that the Trust is the Data Controller (as defined in the Data Processing Agreement) of all Trust Personal Data

processed by Holmusk under the Data Processing Agreement. Both Parties agree that Holmusk is a Data Processor (as defined in the Data Processing Agreement) acting on behalf of the Trust with respect to all Trust Personal Data processed under the Data Processing Agreement.

12. THIRD PARTY RIGHTS Third Party Rights. A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

13. GOVERNING LAW Governing Law. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each Party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

14. MISCELLANEOUS

14.1 Headings. Clause and other headings in this Agreement are for convenience of reference only and shall not constitute a part of or otherwise affect the meaning or interpretation of this Agreement.

14.2 Severability. The provisions of this Agreement are severable. If any phrase, clause or provision is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this Agreement shall remain in full force and effect

14.3 Notices. Any notice, letter or other communication contemplated by this Agreement shall be communicated in writing from time to time to such person at the following address: If to the Trust: xxxx If to Holmusk: xxxx

14.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

14.5 Amendments in Writing. This Agreement, together with the Data Processing Agreement, Data Protection Impact Assessment and any subsequent agreement entered into between the Parties in relation to the use of the MaST Solution, represents the entire agreement and understanding of the Parties relating to the subject of this Agreement. The Parties agree that any and all amendments to this Agreement must be made in writing to be signed by the Parties.

14.6 Independent Contractor. The Trust shall act as an independent contractor with respect to Holmusk. Nothing in this Agreement shall constitute or be deemed to constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, in the name of the other Party.

14.7 Costs and Expenses. Except as expressly set out in this Agreement, each Party shall bear its own costs and expenses in order to perform its obligations under this Agreement.

14.8 Interpretation. The word "including" shall be followed by the words "without limitation", and the word "or" shall be construed as "and/or". The terms set out in the Schedules to this Agreement shall be incorporated in and form part of this Agreement. To the extent of any conflict between the terms in the first fourteen (14) Clauses of this Agreement and the terms of the Schedules, the former shall control to the extent of such conflict.

14.9 Further Agreements. Nothing in this Agreement will bind or otherwise require either Party to enter into any further agreement with the other whether to implement the MaST Solution or for any other purpose.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. This Agreement may be executed by PDF format via email or other electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures. The Parties have entered into this Agreement by their duly authorised representatives on the date stated at the beginning of it.