

Medihive UK Limited

Service Provider

TBC

Customer

MANAGED SERVICES AGREEMENT

Medihive UK Limited

Unit 134 Fortuna House 88 Queen Street
Sheffield
South Yorkshire
United Kingdom
S1 2FW

THIS AGREEMENT is dated TBC.

PARTIES:

- 1. Medihive UK Limited, a limited liability company incorporated in the United Kingdom (registered no. 13834829), whose registered office is at Unit 134 Fortuna House 88 Queen Street, Sheffield, South Yorkshire, United Kingdom, S1 2FW (the “Service Provider”); and
- 2. TBC a Company with registered offices at TBC (the “Customer” or “TBC”).

BACKGROUND

- A. The Service Provider is the provider of Services, including the Medihive Platform and Clinical Services (each as defined below).
- B. The Service Provider has agreed to provide the Services to the Customer subject to the terms and conditions of this Agreement;

Both now wish to develop a commercial relationship that will allow the Customer to provide and deliver services to its clients, patients and users.

The parties agree as follows:

1 DEFINITIONS

1.1 Definitions

In this Agreement, the following expressions have the following meanings:

“Acceptance”	means acceptance of a Deliverable in accordance with schedule 6 (User Acceptance Testing).
“Acceptance Criteria”	has the meaning given to that term in paragraph 1, schedule 6 (User Acceptance Testing).
“Agreement”	means this agreement, including all clauses and schedules hereto, as may be amended by agreement of the parties from time to time in accordance with the terms and conditions hereof.
“Approved Change Request”	has the meaning given to that term in paragraph 6, schedule 5 (Change Request).
“Authorised User”	means those employees, volunteers, consultants, contractors and clients of the Customer who are authorised to use the Services;

“Business Day”	means a day (other than a Saturday or a Sunday) on which banks are open for business in London, United Kingdom.
"Change Request "	1.4 means a request to make changes to this Agreement in the format substantially set out in schedule 5 (Change Request).
“Clinical Services”	means consultations and advice provided by the Service Providers’ clinicians.
“Confidential Information”	has the meaning ascribed to that term in clause 8.2 (Non-Disclosure of Confidential Information).
"CPI"	means the consumer price index for the United Kingdom as published by the Central Statistics Office.
“Customer Data”	means information relating to the Customer’s business, inputted by or on behalf of the Customer in the course of using the Services but excluding any data, results, content, copyright, database rights or other intellectual property of the Service Provider.
“Customer Contact”	means an individual nominated by the Customer as the key contact with the Service Provider (and as noted in any SOW) (defined below). Email and Phone support contact details for Customer staff will be available during office hours or as agreed.
CVSS	means the Common Vulnerability Scoring System .
“Data Controller”	has the meaning ascribed to that term in UK GDPR.
“Data Processor”	has the meaning ascribed to that term in UK GDPR.
“Data Protection Legislation”	means, to the extent applicable to this Agreement or the Services, all laws relating to data protection and privacy in force in the United Kingdom, including without limitation the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018 and supplemented by section 205(4)), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, and all related national laws, regulations and secondary legislation, together with any

subordinate or related legislation made under any of the foregoing and any decisions, codes of practice or guidance issued by the Information Commissioner's Office, in each case as amended, replaced or updated from time to time.

“Defaulting Party”

shall have the meaning given to it in clause 5.5 (Term and Termination).

“Deliverable”

shall have the meaning given to it in paragraph 1 , schedule 6 (User Acceptance Testing).

“Detailed Design Review”

shall have the meaning given to it in paragraph 3, schedule 5 (Change Request).

“Effective Date”

means the date of this agreement (the **TBC**).

“Estimate”

shall have the meaning given to it in paragraph 2, schedule 5 (Change Request).

“Excluded Unavailable Hours”

means the time periods specified in Schedule 3 (Excluded Unavailable Hours).

"GDPR"

shall have the meaning given to it in the definition of Data Protection Legislation.

“Good Industry Practice”

means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a company within the industry sector.

“Indemnity Scheme”

means a scheme providing insurance cover to anyone providing services on the Medihive Platform.

“Initial Term”

shall have the meaning given to it in clause 5.1 (Term and Termination).

“Intellectual Property Rights”

means all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all and

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 that subsist or will subsist now or in the future in any part of the world.

“Go-Live”	means the deployment of the Medihive Platform to the production environment .
“Notice of Invoices Due”	shall have the meaning given to it in clause 6.1.1 (Fees and Expenses).
“Notice Period”	shall have the meaning given to it in clause 6.1.1 (Fees and Expenses).
“Medihive Platform” or “Software”	means the online software applications provided by the Service Provider.
“Personal Data”	has the meaning ascribed to that term in the GDPR.
“Process”	has the meaning ascribed to that term in clause 9.5 (Customer Data).
“Programme Content”	means the Service Provider programme content delivered by the Medihive Platform, which includes clinical questionnaires and all medical content.
“Representative”	shall have the meaning given to it in clause 14.2 (General).
“Services”	Means the provision of the Medihive Platform and Clinical Services .
“Statement of Work” or “SOW”	means the details set out in Schedule 1 (Statement of Work).
“Standard Support Hours”	shall have the meaning given to it in schedule 1 (Statement of Work).
“Support Manager”	means an individual nominated by the Service Provider as the key contact with the Customer.

“Term”	means collectively and separately the Agreement terms represented by the Initial Term and the Renewal Term as defined in clause 5.1 (Term and Termination. It is expected this agreement will continue unless terminated according to clause 5.5 (Term and Termination).
“Terminating Party”	shall have the meaning given to it in clause 5.5 (Term and Termination).
“UAT”	The user acceptance testing conducted in accordance with the provisions substantially set out in Schedule 6 (User Acceptance Testing).
“User Story Document ”	has the meaning given to it in paragraph 1, schedule 4 (Programme Content and Medihive Modules).

2. INTERPRETATION

2.2 In this Agreement (except where the context otherwise requires):

- (a) any reference to a recital, clause or schedule is to the relevant recital, clause or schedule of or to this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement;
- (b) the clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (c) use of the singular includes the plural and vice versa;
- (d) use of any gender includes the other genders;
- (e) A reference to writing or written does not include e-mail unless agreed by both the Customer and Service Provider;
- (f) any reference to ‘persons’ includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
- (g) any reference in this Agreement to any statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") shall be construed as referring to such legislation as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated;

- (h) any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement includes the schedules.

2.4 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.

3 THE SERVICES

3.1 Purpose

This Agreement sets forth the terms and conditions under which the Service Provider agrees to grant a non-exclusive, non-transferable, limited right to access and use the Medihive Platform as more specifically described in the Statement of Work, and where applicable, to provide the Clinical Services, to the Customer.

3.2 Control of Services

The method and means of providing the Services shall be determined by the Service Provider. The Medihive Platform shall operate as a communications tool enabling communication with its Authorised Users. The Customer shall at all times be responsible for maintaining its own connectivity to the internet and the functioning of its own network in order to avail of the Services provided by the Service Provider.

3.3 Backup and Recovery of the Customer Data

As a part of the Services, the Service Provider will use reasonable efforts to maintain backups of Customer Data for operational continuity for an orderly and timely recovery of such data in the event that the Services may be interrupted. The Service Provider shall not be liable for loss or corruption of data beyond those reasonable efforts, except where caused by its negligence or wilful misconduct.

3.4 Standard Support

During Standard Support Hours the Service Provider shall make available as per schedule 1 (Statement of Work) an email help desk to provide second-line technical support to the Customer Contact.

3.5 Changes

The Service Provider may make changes to the Services from time to time, provided that any material changes which may significantly affect the Customer's use of the Services shall be notified to the Customer in advance.

4 RESPONSIBILITIES

Service Provider's Responsibilities

The Service Provider shall provide the Services in a cloud environment with security corresponding to the levels of Good Industry Practice e.g. via the internet through one specified URL or IP address through standard internet protocols, such as HTTP or HTTPS and in accordance with schedule 2 (Service Levels) and will deal with vulnerabilities in accordance with schedule 7 (Security SLA) .

Customer's Responsibilities

4.1 The Customer shall:

- 4.1.1 ensure that the Services provided are operated in a proper manner by the Customer and Authorised Users and that all Authorised Users adhere to the Service Provider's strict security and password policies;
- 4.1.2 ensure that the Customer Contact is available to liaise with, and respond to queries from, the Support Manager for the resolution of any issues that the Support Manager requires to resolve. The Customer may replace the Customer Contact at any time by giving two weeks prior written notice to the Service Provider. The Service Provider shall not be responsible for delays in the provision of the Services to the extent caused by the Customer's failure to make the Customer Contact available;
- 4.1.3 at all times be responsible for maintaining its own connectivity to the internet and the functioning of its own network in order to avail of the Services provided by the Service Provider;
- 4.1.4 provide hardware, software, space, power, internet connectivity and other services required to enable access to the Services from the Customer's location(s); and
- 4.1.5 ensure that as applicable appropriate clinically trained and qualified staff are utilised in the supervision of the Authorised Users;
- 4.1.6 permit the Service Provider to audit the Services for the purpose of establishing the number of Authorised Users and their usage of the **Medihive Platform**. Such audit may be conducted no more than once per year, at the Service Provider's expense, and this right shall be exercised with reasonable prior notice to the Customer;
- 4.1.7 if any of the audits referred to in clause 4.2.6 (Responsibilities) reveal that any password has been provided to any individual that is not an Authorised User, then

without prejudice to any rights which the Service Provider may have, the Customer shall immediately disable such passwords;

- 4.1.8 provide the Service Provider with all necessary co-operation and assistance in relation to this Agreement and all necessary access to such information as may be necessary in order to provide the Services; and
- 4.1.9 the Service Provider shall be entitled to invoice the Customer for any unauthorised use identified by such audit at the Service Provider's then current rates (or the rates in this Agreement), together with interest if applicable.
- 4.2 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - 4.2.1 and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, all or any portion of the Software in any form of media or by any means; and
 - 4.2.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.
- 4.3 The Customer shall not:
 - 4.3.1 tamper with, bypass or alter the security features of the Software or circumvent any technical licensing protections for any reason, including but not limited to making Services or Programme Content available for use to any individual that is not an Authorised User, or to discover the underlying source code; and
 - 4.3.2 The Customer shall not deploy or utilise any robotic process automation, bot, web scraper, or use automated scripts to access, interface with, or extract data from the Service Provider's systems or services without the explicit, prior written approval of the Service Provider; and
 - 4.3.3 access all or any part of the Services or Programme Content in order to build a product or service which competes directly or indirectly with the Services and/or any documentation provided by the Service Provider to the Customer in connection with the Services, whether for the Customer's own benefit, or for the benefit of a third party; and
 - 4.3.4 licence, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit, or otherwise make the Services, or Programme Content in relation to the Services, available to any third party except the Authorised Users.

5 TERM AND TERMINATION

5.1 Term

Unless the Agreement is terminated in accordance with its terms it shall commence on the Effective Date and continue thereafter for an initial period of forty-eight (48) months (the “**Initial Term**” and thereafter shall automatically renew for successive periods of forty-eight (48) months (each a “**Renewal Term**”) unless either party gives not less than ninety (90) days’ prior written notice of non-renewal before the end of the then current Term.

5.2 Payments Upon Termination

Upon the expiration or termination of this Agreement for any reason, the Customer shall pay to the Service Provider all amounts due and payable hereunder, including any outstanding fees, expenses or charges incurred prior to the effective date of termination.

5.3 Return of Materials

Upon expiration or earlier termination of this Agreement, each party shall return to the other party, or permit the other party to remove, any property of the other party then situated on such party’s premises.

Upon expiration or termination, the Service Provider shall, within a reasonable period following written request (and in any event no later than thirty (30) days after termination), provide the Customer with a final export of Customer Data in a standard industry format (e.g. CSV), subject to payment of any applicable extraction or processing fees. Subject to clause 9.2.4 (Customer Data), the Service Provider shall delete or destroy Customer Data from its systems following confirmation of successful export. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

5.4 Upon expiration or termination of this Agreement, all licences granted under this Agreement shall terminate with effect from the date of termination and the Customer’s right to receive the Services shall cease automatically and no refunds (whether pro rata or otherwise) of any amount will be payable to the Customer and the Customer agrees that it and any Authorised Users shall make no further use of the Services and/or Programme Content.

5.5 Without prejudice to any other rights or remedies to which the parties may be entitled, either party (each a “**Terminating Party**”) may terminate this Agreement immediately upon written notice to the other party and without liability to the other (a “**Defaulting Party**”) if:

5.5.1 the Defaulting Party commits a breach of its obligations under this Agreement which breach is (in the opinion of the Terminating Party) material and, where such breach is (in the opinion of the Terminating Party) capable of remedy, fails to remedy that breach within 30 Business Days of having been given notice by the Terminating Party to remedy that breach; or

- 5.5.2 the Defaulting Party is, or is deemed for the purposes of the Companies Act 2014 and any other relevant law in England and Wales to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or the Defaulting Party suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or
- 5.5.3 any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the winding up, liquidation or dissolution of, the Defaulting Party; or any liquidator, provisional liquidator, receiver or examiner is appointed to or in respect of the Defaulting Party or any of its assets.

The Service Provider shall have the right, without prejudice to any other rights or remedies to which it may be entitled, to terminate this Agreement immediately upon written notice to the Customer where the Customer disputes the ownership or validity of the Service Provider's Intellectual Property Rights in and to the Services, Software and/or Programme Content.

- 5.6 The provisions of clauses 1 (Definitions), 2 (Interpretation), 5.2 to 5.7 (Term and Termination), 6 (Fees and Expenses), 7 (Representations and Warranties), 8 (Non-Disclosure of Confidential Information), 9 (Customer Data), 10 (Proprietary Rights), 12 (Intellectual Property Rights Indemnification), and to the extent applicable clause 14 (General) shall survive the termination of this Agreement however it arises, and shall continue to bind the parties or the relevant party (as applicable) without limit in time.
- 5.7 Termination of this Agreement shall not affect any rights of the parties accrued up to the date of termination.

6 FEES AND EXPENSES

- 6.1 The Customer shall be responsible for and shall pay to the Service Provider the fees as further described in any SOW and on the terms and conditions contained therein. Any sum due to the Service Provider for which payment terms have not been specified shall be due and payable thirty (30) days after receipt by the Customer of an invoice from the Service Provider. If the Service Provider has not received payment within thirty (30) Business Days after receipt by the Customer of an invoice from the Service Provider, and without prejudice to any other rights and remedies of the Service Provider:
- 6.1.1 the Service Provider may by notice in writing to the Customer ("**Notice of Invoices Due**") demand payment of any invoice(s) due to the Service Provider by the Customer within ten (10) Business Days of receipt of the Notice of Invoices Due ("**Notice Period**");

6.1.2 on expiration of the Notice Period and where the invoice(s) concerned remain unpaid, the Service Provider may, without liability to the Customer, disable the Customer's and any of its Authorised Users' passwords, accounts and access to all or part of the Services and the Service Provider shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

6.1.3 interest shall accrue on a daily basis on such due amounts at a rate equal to SONIA (Sterling Overnight Index Average) (as at 1 January and 1 July in each year) plus eight (8) percentage points, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.2 Billing Procedures

The Service Provider invoices shall contain: (a) the invoice number and the Customer purchase order number, if any; (b) a description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) the total amount due. Failure to include a Customer purchase order number shall not invalidate or delay the Customer's obligation to pay any invoice properly issued under this Agreement.

6.3 Non-binding terms

Any terms and conditions that are included in a Customer purchase order shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon the Service Provider.

6.4 VAT

Unless expressly quoted as including VAT, all prices are exclusive of value added tax or any other government taxes or duties which, if applicable, shall be paid by the Customer.

6.5 Nature of Fees

All amounts and fees stated or referred to in this Agreement shall be payable in Pounds Sterling (£, GBP) and are non-cancellable and non-refundable.

6.6 Increase

Subject to any fixed-price commitments expressly set out in schedule 1 (Statement of Work), the Service Provider may, on each anniversary of the Effective Date, increase the fees specified in that schedule in line with the percentage increase in the CPI for the preceding 12-month period, unless otherwise agreed in writing.

7 REPRESENTATIONS AND WARRANTIES

7.1 Each of the Customer and the Service Provider represent and warrant that:

- 7.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 7.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; and
- 7.1.3 this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms.

7.2 The Customer represents and warrants that:

- 7.2.1 it shall comply with laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits, licences, consents and permissions required of it in connection with its obligations under this Agreement;
- 7.2.2 there is no outstanding litigation, arbitration or other dispute to which it is a party which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfil its obligations under this Agreement; and
- 7.2.3 it is solely responsible for the accuracy and appropriateness of any Customer Data made available through the Services and warrants that it has reviewed and approved such content.

8 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

8.1 The parties acknowledge that each may be exposed to or acquire communications or data of the other party that is confidential or privileged and not intended to be disclosed to third parties.

8.2 Meaning of Confidential Information

For the purposes of this Agreement, the term Confidential Information shall mean all information or documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked confidential or with words of similar meaning, was subsequently summarised in writing by the disclosing entity and marked confidential or with words of similar meaning; (c) any information or documentation that ought reasonably be treated as confidential; (d) any Confidential Information derived from information of a party. The term Confidential Information does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed

independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; (d) publicly available when received, or thereafter became publicly available (other than through any unauthorised disclosure by, through or on behalf of, the receiving entity); or (e) required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8.3 Obligation of Confidentiality

The parties agree to hold all Confidential Information in strict confidence and shall maintain the confidentiality of such Confidential Information using at least the same degree of care as it employs to safeguard its own Confidential Information, but no less than reasonable care. Each party shall unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement. The parties further agree not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know it in connection with this Agreement or to use it for the performance of their obligations under this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

8.4 Cooperation to Prevent Disclosure of Confidential Information

Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorised use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.5 Return or Destruction of Information

Subject to clause 9.2.4 (Customer Data), upon termination of this Agreement each party shall promptly (a) return or destroy (at the election of the other party) all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information; (b) erase all of the other party's Confidential Information from its computer systems to the extent possible; and (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the party to keep evidence that it has performed its obligations under this Agreement.

9 CUSTOMER DATA

- 9.1 The Customer shall own all rights, title and interest in and to all of the Customer Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data used in conjunction with and/or entered into the Services. The Service Provider shall make the Programme Content and the Customer Data available 'as is' and shall not be liable for any reliance placed by the Customer or any third party on the Programme Content or Customer Data, whether for medical decisions or otherwise.
- 9.2 The Customer shall and does:
- 9.2.1 permit the Service Provider to (a) anonymise and aggregate the Customer Data, (b) monitor, analyse and use such anonymised and aggregated data for purposes such as provision of statistical and market data, (c) analyse use of the Services, (d) analyse how the Service Provider might improve the Services, (e) use data from and analyses of the Services to improve efficiency and service tools for the use of the Medihive Platform and/or (f) use anonymised data for secondary research or clinical audit purposes;
 - 9.2.2 agree to procure and confirm that it shall procure the consent of the Authorised Users to the processing by the Service Provider of their data in advance of processing such data in the Services;
 - 9.2.3 agree that the Service Provider may access and disclose Customer Data as required by applicable law, as permitted by the Customer and as is required to provide the Services; and
 - 9.2.4 agree that the Service Provider is entitled to retain and process Customer Data for as long as the Service Provider considers appropriate to deal with legal proceedings or similar, whether arising before or after termination of the Agreement for any cause.
- 9.3 The Service Provider may engage the services of third party providers who also provide back-up services for data stored in or entered (including Customer Data) into the Services. The details and scope of such back-up services as may be offered from time to time can be obtained from the Service Provider by accessing the Service Provider website. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Service Provider to use reasonable commercial endeavours to have its service providers restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained in accordance with the archiving procedure described in the relevant back up policies. The Service Provider shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Service Provider to perform services related to Customer Data maintenance and back-up in which case the Service Provider's liability shall be limited to the sums it recovers from such third parties sub-contracted by the Service Provider).

- 9.4 If the Service Provider processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Data Controller and the Service Provider shall be a Data Processor (except that where the Service Provider provides Clinical Services, the Service Provider shall also be a Data Controller) and in any such case:
- 9.4.1 the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to the Service Provider so that the Service Provider may lawfully use, process and transfer the Personal Data in accordance with this Agreement;
 - 9.4.2 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - 9.4.3 the Customer is fully aware of its obligations under Data Protection Legislation and all activities undertaken by it with respect to Personal Data, including but not limited to the protection, retention, processing, storage and transfer of any Personal Data comprised in Customer Data, comply with all applicable requirements of Data Protection Legislation;
 - 9.4.4 the Service Provider shall process the Personal Data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time;
 - 9.4.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage.

10 PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that the Service Provider and/or its licensors own all Intellectual Property Rights in the Programme Content and the Services (including any improvements and developments to such whether made by the Service Provider or the Customer). Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Programme Content or the Services.
- 10.2 The Service Provider acknowledges and agrees that the Customer retains ownership of all its Intellectual Property Rights, including any Customer-provided imagery, branding, copy and user interface designs. The Service Provider's proprietary technology, processes and know-how shall remain the property of the Service Provider.
- 10.3 In the event that the Customer elects to migrate to an alternative technology platform, the Service Provider will provide reasonable assistance limited to the extraction and transfer of

Customer-owned data, in standard machine-readable format, and materials, subject to an Approved Change Request and charges on a time and materials basis as set out for migration in schedule 1 (Statement of Work).

10.4 The Customer shall ensure that all titles, logos, trade marks, copyright and other notices applied by the Service Provider to the Services or any materials provided or produced by the Service Provider or the Services in connection with this Agreement shall be reproduced and not deleted or removed.

10.5 The Customer agrees that the Service Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual licence to use or incorporate into any Service Provider products or services any suggestions, enhancement requests, recommendations or other feedback provided by the Customer or the Authorised Users relating to the operation of the Services or other products of the Service Provider.

10.6 Ownership of and return of Customer Data

The Customer shall be entitled to an export of Customer Data, in standard industry format, subject to reasonable time-and-materials fees, upon the request of the Customer and within thirty (30) days of termination of this Agreement.

Any additional or bespoke data exports may be subject to reasonable time-and-materials fees. The Customer acknowledges and agrees that the Service Provider is entitled to erase or destroy such Customer Data following the expiry of thirty (30) days after the termination of the Agreement.

The Service Provider is provided a licence to use Customer Data in accordance with this Agreement, including a licence to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services and as agreed in clause 9 (Customer Data).

10.7 Data of Service Provider

The Service Provider's information, or any derivatives thereof (which shall be treated by the Customer as Confidential Information), shall be and remain the sole and exclusive property of the Service Provider. Upon termination of this Agreement the Customer shall return or destroy (at the instance of the Service Provider) all copies of the Services Provider's information. It is understood that anonymised data is required and used for service improvements.

10.8 No Licence

Except as expressly set forth herein, no licence is granted by either party to the other with respect to the Confidential Information, proprietary rights or Customer Data. Nothing in this

Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, proprietary rights or Customer Data, except as may be provided under a licence specifically applicable to such Confidential Information, proprietary rights or Customer Data.

10.9 No Exclusivity

This Agreement shall not prevent either party from entering into similar agreements with third parties.

11 RESPONSIBILITY AND INSURANCES

11.1 This Service Provider in no way provides any responsibility for the Customer's Authorised Users in their utilisation of the Services. The Customer will also ensure that appropriately trained and qualified staff (be they employees, consultants, contractors, volunteers or howsoever engaged by the Customer) are engaged to communicate and deliver the Services to its Authorised Users and to supervise them in connection with all of their interactions with the Services.

11.2 The Customer acknowledges and agrees that it is solely responsible for any modifications, configurations, integrations, or other changes it applies to the Services or Programme Content, whether directly or through any third party.

11.3 Where the Service Provider provides Clinical Services, it shall maintain appropriate clinical malpractice insurance (including for its clinicians) at levels customary in the sector and shall indemnify the Customer against any third-party claim arising from such Clinical Services, except to the extent caused by the Customer.

11.4 The Customer agrees at all times to indemnify, defend and to hold harmless the Service Provider, its successors and assigns from each and every claim, suit, cost, damage, fine, penalty, liability and award arising out of or in connection with

11.4.1 use of the Services; and

11.4.2 changes to the Services or Programme Content pursuant to clause 11.2 (Responsibility and Insurances), including any resulting errors, malfunctions, loss of data, security vulnerabilities, performance issues, or non-compliance with any applicable laws, regulations, or standards (including, without limitation, the Equality Act 2010 and the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 (SI 2018/952) as amended, and any applicable WCAG guidance adopted by UK public bodies), except to the extent caused by the Service Provider's negligence. The Customer confirms that its indemnity obligations hereunder will be supported by a clinical indemnity scheme or other appropriate liability insurance under which the Customer's insurer has no right of subrogation against the Service Provider.

12 INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION

The Customer shall defend and indemnify the Service Provider against any claim by a third party that the Customer Data or other Customer materials or instructions infringes a third party's Intellectual Property Rights, and shall indemnify the Service Provider for any damages awarded against the Service Provider in respect of such claim, provided that

12.1.1 the Customer is given prompt notice of any such claim;

12.1.2 the Service Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

12.1.3 the Customer is given sole authority to defend or settle the claim.

12.2 The Service Provider shall defend the Customer against any claim by a third party that the Services infringe a third party's Intellectual Property Rights, and shall indemnify the Customer for any damages awarded against the Customer in respect of such claim, provided that:

12.2.1 the Service Provider is given prompt notice of any such claim;

12.2.2 the Customer provides reasonable co-operation to the Service Provider in the defence and settlement of such claim, at the Service Provider's expense; and

12.2.3 the Service Provider is given sole authority to defend or settle the claim.

12.3 In no event shall the Service Provider, its employees, agents and subcontractors be liable to the Customer to the extent that the claim is based on:

12.3.1 a modification of the Services or Programme Content by anyone other than the Service Provider; or

12.3.2 any use of the Services and/or Software outside of the scope of this Agreement or that is not in accordance with the Programme Content or any other instructions provided to the Customer by the Service Provider; or

12.3.3 the Customer's use of the Services or Programme Content after notice of the claim from the Service Provider or any appropriate authority.

12.4 In the defence or settlement of any claim, the Service Provider may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 30 Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.

- 12.5 The foregoing states each party's sole and exclusive rights and remedies, and entire obligations and liability, for the matters described in this clause 12 (Intellectual Property Rights Indemnification).

13 LIMITATION OF LIABILITY

- 13.1 This clause 13 (Limitation of Liability) sets out the entire financial liability of the Service Provider (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

13.1.1 any breach of this Agreement;

13.1.2 any use made by the Customer of the Services and Programme Content or any part of them; and

13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 13.2 Except as expressly and specifically provided in this Agreement:

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

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

13.2.3 the Services and the Programme Content are provided to the Customer on an 'as is' basis.

- 13.3 Nothing in this Agreement excludes the liability of the Service Provider:

13.3.1 for death or personal injury caused by the Service Provider's gross negligence; or

13.3.2 for fraud or fraudulent misrepresentation.

- 13.4 Subject to clause 13.2 and clause 13.3 (Limitation of Liability):

- 13.4.1 the Service 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, charges or expenses however arising under this Agreement; and
- 13.4.2 the Service 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 one (1) times the total fees paid to the Service Provider during the 12 months immediately preceding the date on which the claim arose.
- 13.4.3 The Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) the Service Provider shall have no liability otherwise than pursuant to the express provisions of this Agreement.
- 13.4.4 Each provision of this clause 13 (Limitation of Liability) excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable and shall remain in force notwithstanding the termination of this Agreement, howsoever arising.

14 GENERAL

14.1 Governing Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2 Dispute Resolution

In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, the Customer Contact and the Support Manager will meet for the purpose of resolving the dispute or disagreement. For the purpose of this clause 14.2 (Dispute Resolution), a dispute or disagreement shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute or disagreement. Unless this Agreement has already been terminated by the date of the notice of dispute or disagreement, the Service Provider shall in every case continue with the

performance of the Services with all due diligence and the Customer shall continue to make payments therefore in accordance with this Agreement regardless of the nature of the dispute or disagreement. If the parties are unable to resolve the dispute or disagreement within ten (10) working days, or as otherwise agreed, either party will have the right to submit the dispute or disagreement to the Service Provider's Executive Chairman and the Customer's [Chief Executive] (the "**Representatives**") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute or disagreement shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. No formal proceedings for the judicial resolution of any dispute or disagreement may be commenced until twenty-one (21) days following initiation of negotiations under this clause 14.2 (Dispute Resolution) or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this clause 14.2 Dispute Resolution shall determine all disputes except any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein. Nothing in this clause 14.2 Dispute Resolution shall prevent either party from abstaining from the procedures herein and obtaining injunctive relief where circumstances deem necessary

14.3 Cooperation

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. The Service Provider will agree to cooperate at the Customer's expense with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to the Customer.

14.4 Force Majeure

14.4.1 Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, an act of God, fire, flood, earthquake, pandemic, wind, storm or other natural disaster, war, insurrection, riot, act of terrorism, military operations, malicious damage, compliance with a law or governmental order, rule, regulation or direction, failure of any utility service including electric power, gas, water or telephone service, accident, breakdown of plant or machinery, strikes, lockouts, and other industrial disputes (in each case whether or not relating to the delayed party's workforce), to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond

the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimise the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this clause 14.4.1 (Force Majeure), and inform the other party of its plans to resume performance.

14.4.2 Neither the Customer or the Service Provider shall have any liability to the other in respect of termination of this Agreement due to a force majeure event, but rights and liabilities which have accrued prior to termination shall subsist.

14.5 Advertising and Publicity

14.5.1 The Service Provider may list the Customer as a customer of the Service Provider on its website, in press releases and in other marketing material.

14.5.2 At the Customer's discretion it may be amenable to act as a customer reference for the Service Provider.

14.6 No Waiver

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

14.7 Notices

All notices to or by the respective Parties shall be in writing in the English language and shall be deemed to have been duly given when: (a) delivered by hand, (b) posted by recorded delivery post (postage prepaid), (c) sent by reputable overnight courier, to the party to which such notice is required to be given under this Agreement addressed to the parties as provided for in this Agreement, or (e) by email to the nominated addresses, provided receipt is confirmed by the recipient; or to such other addresses as either party may subsequently notify to the other in writing. Notices delivered by hand or by overnight courier shall be deemed received the first Business Day following such delivery or sending. Notices, which have been posted as above, shall be deemed received on the third Business Day following posting.

14.8 Assignment

14.8.1 Subject to clause 14.8.2, this Agreement and the obligations of the Service Provider and the Customer hereunder are personal to the Service Provider and the Customer. Neither the Service Provider or the Customer nor any successor, receiver, or assignee of the Service Provider or the Customer shall directly or indirectly assign this

Agreement or delegate or sub-contract the rights or duties created by this Agreement, without the prior written consent of the other party. Nothing in this clause 14.8 (Assignment) shall prevent the Service Provider or the Customer from directly or indirectly assigning this Agreement or the rights or duties created by this Agreement within its group of companies.

14.8.2 Where the Service Provider assigns the Agreement in connection with a sale of the Service Provider's assets or shares or through a merger, such assignment does not require prior written consent of the Customer.

14.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

14.10 Entire Agreement

This Agreement and its attached schedules constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between the Customer and the Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. Each party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.

14.11 Cumulative Remedies

All rights and remedies of the Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against the Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief. All rights and remedies of the Service Provider shall likewise be cumulative and not exclusive. Waiver of these rights and remedies will only be valid if it occurs in writing and is specific. Delay by a party in exercising, or the non-exercise by a party of, any such right shall not constitute a waiver of that right.

14.12 Employee Solicitation

It is acknowledged that the employees of the parties have special knowledge relating to their employer's businesses, products and services which represents an investment by the relevant parties. Each party is entitled to protect that investment without affecting the right of employees to freely use their talents.

Neither the Customer or the Service Provider will solicit or endeavour to entice away from the other party, any person who was to their knowledge at any time during the previous twelve (12) months been an employee, director, officer or associate of the other party.

14.13 Severability

If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

14.14 Standard Form Documents

The parties recognise that printed form purchase orders, invoices and other commonly used form documents relating to the performance of any obligations hereunder may contain terms which conflict with one or more terms of this Agreement. In case of any such conflict, the relevant terms of this Agreement shall prevail.

14.15 No Partnership or Agency

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the parties, and neither party shall have any right or authority to act on behalf of the other or to bind the other in any way.

14.16 Language

This Agreement is made only in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail. Each document and communication referred to in this Agreement or to be delivered under it shall be in the English language or, if not, accompanied by an English translation of it, certified as accurate by an officer of the party issuing that document or communication; and in the case of conflict between English language version and any other version, English language version shall prevail.

14.17 Electronic Signing

Each party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's handwritten signature.

15 THIRD PARTY PROVIDERS

- 15.1 The Customer acknowledges that the Services may enable or assist it to access the content of, correspond with, and purchase products and services from, third party service providers and that it does so solely at its own risk. The Service Provider makes no representation or

warranty with respect to such third party service providers and the products and/or services provided by such third party service providers and shall have no liability for any losses or obligations whatsoever in relation to the content, or use of, or access to, or correspondence, or the security of any link with, any such third party service provider, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed with any third party service provider is between the Customer and the relevant third party, and not the Service Provider. The Service Provider recommends that the Customer refers to the third party service provider's terms and conditions and privacy policy prior to using the relevant third party service provider. The Service Provider does not endorse or approve any third party service provider nor the content of any third party service provider's product and/or service made available via the Services.

16 SUSPENSION OF SERVICES

16.1 Without prejudice to any other right that the Service Provider may have, the Service Provider may suspend the Services or any part thereof upon written notice to the Customer where:

16.1.1 the Service Provider becomes aware of a claim that the Services, Software and/or Programme Content infringes on any third party rights or occurs in violation of applicable laws or regulations; or

16.1.2 the Service Provider detects that any method or device is being used to circumvent the normal security measures implemented in connection with access and use of the Services; or

16.1.3 if there is a suspected, threatened or actual attack on either party's applications and/or platforms used to provide the Services;

16.1.4 if any event occurs for which the Service Provider reasonably believes that suspension of the Services is necessary to protect the Services or to prevent third party access to the Services; or

16.1.5 the Customer commits a breach of its obligations under clause 5 (Term and Termination) of this Agreement and/or fails to pay the Service Provider in accordance with the terms set out in clause 5 (Term and Termination) of this Agreement.

16.1.6 Suspension shall not relieve the Customer of its obligation to pay any fees due under this Agreement.

17 PROVISION OF SERVICES IN THE EVENT THE SERVICE PROVIDER CEASES TO TRADE

17.1 In the event the Service Provider ceases to trade, the customer will be entitled to usage of the Service and Software for a period of a maximum of 12 weeks as follows:

- 17.1.1 the Customer will have a royalty free license to use the software without charge or fee for a maximum of 12 weeks to facilitate an orderly migration to a new platform.
- 17.1.2 hosting costs will be fully paid by the Customer.
- 17.1.3 services to migrate to a new platform will be provided on a time and materials basis.

SCHEDULE 1
Statement of Work (SOW)

Schedule 1 “Statement of Work (SOW)” will be completed and updated per-project. This section is left intentionally blank.

Support

During **Standard Support Hours** the Service Provider shall make available an email help desk to provide second-line technical support to the Customer Contact. **Standard Support Hours** are defined as:

Days of Week	Support Availability (<u>GMT</u>)
Monday to Friday	8am - 10pm
Saturday, Sunday and Bank Holidays (excluding Dec 25th, Dec 26th and 1st Jan):	10am to 6pm

Migration

The rates applicable to the assistance that the Service Provider may provide in the event that the Customer chooses to migrate to an alternative platform in accordance with clause 10.3 are calculated as follows:

Charges for migration will be estimated on a time and materials basis, with a number of day’s effort multiplied by a fixed rate at £1,000 /day.

If the Service Provider finds the Estimate (including effort, fees or timeframe) to be materially inaccurate, it may issue a revised Estimate for the Customer’s approval before commencing work.

Each Estimate (and any revised Estimate) is valid for **thirty (30) days** from issue and may be withdrawn or amended thereafter.

SCHEDULE 2

Service Levels

Overview

The Service Provider provides the **Medihive Platform** as set out in schedule 1 as a hosted application and provides the Services from within a highly available, secure data centre environment.

The Service Provider warrants it has exercised, and will continue to exercise, reasonable skill, care and diligence in developing, hosting and supporting the Service and the features of the Service described in schedule 1.

Service Continuity and Rectification

The Service Provider shall:

- ensure that the Service will continue to function substantially as described; and
- use reasonable commercial endeavours to diagnose, rectify, or provide a workaround for any defect or error that causes the Service not to function as described.

Availability Target

The Service Provider will use best endeavours to achieve service availability (uptime) in respect of access to the application via internet of not less than 99% during each month.

For the avoidance of doubt, downtime shall exclude the periods defined as *Excluded Unavailable Hours* under schedule 3.

No service liability shall arise for unavailability caused by:

- Issues with the Customer's or its Affiliates' internal systems, internet connection or configuration;
- Failure of third-party networks, ISPs, or systems outside the Service Providers control; or
- Suspension of the Service in accordance with the Agreement (e.g. security or non-payment).

Uptime Calculation

Unavailable Hours shall be calculated from the time the service problem is registered with the Service Provider and ends when the Services are restored to the extent that the system is operating substantially in conformance with schedule 1.

Uptime Calculation

Uptime will be calculated using the following formula.

$UP = (HM - HU) * 100 / HM$ where:

UP = Uptime Availability Percentage

HM = the number of hours in any given month less any Excluded Unavailable hours

HU = the total number of hours in the given month during which the Service was unavailable.

Non-Billable Downtime

Any period of downtime demonstrably caused by the Service Provider and not within *Excluded Unavailable Hours* shall not be billable and, where applicable, shall be credited or deducted from the next invoice.

SCHEDULE 3
Unavailable Excluded Hours

Excluded Unavailable Hours shall include any and all hours in which the Services are unavailable due to:

1. execution of scheduled maintenance,
2. failure of software, hardware, middleware or systems which are necessary for the delivery of the Service but which are not provided or controlled by the Service Provider
3. Service interruptions, outages or performance degradation caused by:
 - a. the Customer or the Customer's affiliates,
 - b. end users,
 - c. service providers or contractors not under the control of the Service Provider, or
 - d. lack of necessary monitoring information from Customer;
4. Scheduled load testing or stress testing;

The Service Provider shall conduct periodic maintenance activities to ensure the continued integrity of the Services. Such maintenance shall include:

- a. database maintenance,
- b. network maintenance,
- c. system fail-over testing,
- d. preventative system maintenance, and
- e. scheduled new versions and maintenance releases.

The Service Provider does not envisage such maintenance taking place more than once per month.

SCHEDULE 4

Programme Content and Medihive Modules

The programme content, modules, and associated deliverables shall be developed and provided in accordance with the approved user stories and defined functionality set out in the supplementary document titled "TBC", the User Story Document

This User Story Document forms part of this Agreement and shall serve as the authoritative reference for the scope, features, and expected outcomes of the programme. This document has been signed off as "Completed" by all parties on INSERT DATE.

Any amendments or additions to the approved user stories or functionality must be agreed in writing by both parties prior to implementation via a standard Change Request

A copy of this document is supplied with this MSA for signature. In the event of any inconsistency between this schedule and the supplementary document, this Schedule 4 shall prevail.

SCHEDULE 5
Change Request

Change Requests

1. The Customer may request changes or enhancements to the Medihive Platform (by submitting a written request with reasonable detail).
2. The Service Provider will, within **five (5) Business Days** of receiving a Change Request, provide: (a) any clarification questions; and/or (b) an initial estimate of effort, fees and indicative delivery timeframe ("**Estimate**").
3. The Service Provider is not required to confirm any binding delivery date until: (a) the Customer has approved the Estimate in writing; and (b) the Service Provider has completed a detailed design and scope review which includes verification of the **Estimate** ("**Detailed Design Review**").
4. Following the Detailed Design Review, if the Service Provider finds the Estimate (including effort, fees or timeframe) to be materially inaccurate, it may issue a revised Estimate for the Customer's approval before commencing work (other than the Detailed Design Review).
5. Each Estimate (and any revised Estimate) is valid for **thirty (30) days** from issue and may be withdrawn or amended thereafter.
6. The Service Provider will have no obligation to implement any Change Request unless and until the parties sign a written change order or similar document recording the agreed scope, fees and delivery dates (Approved Change Request).

SCHEDULE 6

User Acceptance Testing

User Acceptance Testing

1. All deliverables developed under any Statement of Work and/or Approved Change Request (the “**Deliverables**”) shall be subject to UAT by the Customer against the acceptance criteria set out in the applicable Statement of Work and/or Approved Change Request (“**Acceptance Criteria**”).
2. Upon delivery of each Deliverable, the Customer shall have **ten (10) Business Days** (or such other period agreed in the relevant Statement of Work or Change Request) to carry out UAT and notify the Service Partner in writing of any material non-conformities with the Acceptance Criteria, providing reasonable details.
3. If no such notice is given within the UAT period, the Deliverable shall be deemed accepted. If a valid notice is given, the Service Partner shall use reasonable endeavours to remedy the non-conformities and re-deliver the corrected Deliverable for re-testing, following the same UAT process.

In the event of any disagreement or dispute regarding whether a Deliverable meets the Acceptance Criteria or the outcome of UAT, the Service Provider’s determination (acting reasonably and in good faith) shall be final and binding in the absence of manifest error.

SCHEDULE 7
Security SLA

The Service Provider will apply the following severity levels to issues identified by security scanning or pen testing activity on the Medihive Platform.

The severity levels are determined by the CVSSv3 score, which influence resolution timeframes (which are after / post verification).

Severity Level	CVSSv3 Score Range	Description	Resolution Timeframe (after verification)
Critical	9.0 - 10.0	Vulnerabilities that could allow unauthenticated, remote arbitrary code execution. May result in significant data loss or system compromise.	Within 30 days
High	7.0 - 8.9	Vulnerabilities that are difficult to exploit but could result in elevated privileges, significant data loss, or downtime.	Within 90 days
Medium	4.0 - 6.9	Vulnerabilities that may be more difficult to exploit or have a less direct impact. Could allow limited unauthorized data access or disruption.	Resolution requires Customer Data to be at risk. If Customer Data is at risk, within 180 days
Low	0.1 - 3.9	Vulnerabilities with minimal impact, often requiring local access or specific configurations that are uncommon.	Resolution requires Customer Data to be at risk. If Customer Data is at risk, within 180 days

The above is noted to be done on commercially reasonable endeavours by the Service Provider acknowledging external factors that may influence timelines, including dependencies on third parties outside the control of the Service Provider.

The Service Provider reserves the right to replace any third party to reduce or remove an issue.

AS WITNESS OF this Agreement the parties have executed this Agreement on the date written below.

SIGNED BY Signatory details will be completed and updated per-project. This section is left intentionally blank.