

DATED

(1) SYNBIOTIX SOLUTIONS LIMITED

(2)

SOFTWARE LICENCE, SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made the day of 2024 .

BETWEEN:

(1) Synbiotix Solutions Limited, a company registered in England under number 06699866 whose registered office is at 7 Grovelands, Boundary Way, Hemel Hempstead Herts HP2 7TE ("the Licensors") and

(2) <<Name of Licensee>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Licensee")

WHEREAS:

(1) The Licensors has developed and owns the Licensed Programs that are listed in Schedule 2.

(2) The Licensors has agreed to deliver to the Licensee and install on the Licensee's computer(s) and/or devices the Licensed Programs and/or on the Licensors' Hosted Equipment and to grant to the Licensee a non-exclusive licence to use the same and their associated documentation.

(3) The Licensors has also agreed to provide to the Licensee certain services in respect of the Support and Maintenance of the Licensed Programs on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptable Delay Time" means the time by which the Response Time may be exceeded by the Licensors under Clause 9 for reasonable reasons including, but not limited to, unavoidable delays in travel time;

"Acceptance Date" means the date on which the Licensed Programs are accepted (or deemed to be accepted) by the Licensee pursuant to Clause 6;

"Basic Enhancements" changes or additions to the Licensed Programs, including any Error Corrections, which are logical improvements to the Licensed Programs;

"Business Day" means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;

“Confidential Information”	means, in relation to either party, information which is disclosed to that party by the other party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information contained in the Licensed Program Materials and the Specification;
“Data”	has the meaning set out in sub-Clause 2.2;
“Delivery Date”	means the delivery date specified in Schedule 4 or such extended date as may be agreed by the Licensee;
“Error”	any failure of the Licensed Programs to substantially conform to the specifications included in the Documentation
“Error Correction”	a software modification or addition that, when made or added to the Licensed Programs, establishes material conformity to the Specification;
“Estimated Resolution Time”	means the estimated time required by the Licensor to resolve a Support Request, and which is dependent on the complexity of the technical problem as described in Clause 9 and Schedule 5;
“Local Equipment”	means such computer equipment (including mobile devices where appropriate) at the Location as may be specified by the Licensor from time to time and is as presently listed in Schedule 1;
“Hosted Equipment”	means such computer equipment at the Licensor’s remote hosting facility as may be specified by the Licensor from time to time and is as presently listed in Schedule 1;
“Implementation Plan”	means the plan agreed between the Licensor and the Licensee to install, deploy and commission the Licensed Programs at the Location and to become operational in accordance with the Specification;

“Intellectual Property Rights”	means (a) any and all rights in any copyrights, patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Issue Level”	means the severity level of a Support Request as defined in Schedule 5;
“Location”	means the location or locations where the Licensed Programs are to be used and Local Equipment is located or to be installed as specified by the Licensee from time to time and as detailed in Schedule 8;
“Licence”	means the licence granted by the Licensor pursuant to sub-Clause 2.1;
“Licence, Support and Maintenance Fee”	means the annual fee for the Licence, Support and Maintenance provided under this Agreement as specified in Schedule 3;
“Licensed Program Materials”	means, collectively, the Licensed Programs and the Program Documentation;
“Licensed Programs”	means the computer software programs of the Licensor specified in Schedule 2 and all releases and versions thereof;
“Maintenance Services”	the maintenance services to be provided by the Licensor including analysis, coding, testing, and release of corrections to software faults. Maintenance shall be within reasonable limits, as determined by the Licensor, and does not include requests for basic product training, technical consulting or new development;
“Major Enhancements”	changes or additions to the Licensed Programs, other than an Error Corrections or Basic Enhancement, that contain significant new features; and may be priced and offered separately as optional additions to the Licensed Programs;
“Normal Support Hours”	from Monday through to Friday and from 0900 to 1730 (excluding Bank and public holidays);

“Performance Reports”	means a report detailing the performance of the Support Services as set out in Clause 9 and prepared in accordance with the provisions of Clause 8;
“Program Documentation”	means the operating manuals, user instructions, technical literature and all other related materials supplied to the Licensee by the Licensor to aid the use and application of the Licensed Programs;
“Response Time”	means the time within which the Licensor must respond to a Support Request as set out in Clause 9;
“Set Up Fee”	means the initial implementation fee for the installation of the Licensed Programs at the Location and/or on the Hosted Equipment, training and other services in relation to putting the Licensed Programs into operational use;
“Support Request”	means a request for Support Services submitted by the Licensee to the Licensor by means of a telephone call or email and described in Clause 9;
“Specification”	the specification of the Licensed Programs describing the facilities and functions thereof, a copy of which is annexed to this Agreement as Schedule 6;
“Support Services”	means the support services to be provided by the Licensor in respect of the Licensed Programs and available for the continuance of this Agreement; as described in Clause 7;
“Term”	means the minimum duration of this Agreement commencing on the Acceptance Date in accordance with clause 3;
“Training”	the programme of training of the Licensee's employees specified in Schedule 7.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a schedule to this Agreement;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.6 a "party" or the "parties" refer to the parties to this Agreement.

- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 Words importing persons include firms, companies and corporations and vice versa.

2. **Grant of Licence**

- 2.1 The Licensor grants to the Licensee a non-exclusive licence to use the Licensed Program Materials on and in conjunction with the Local and/or Hosted Equipment at the Location subject to the terms and conditions contained in this Agreement.
- 2.2 The Licensee shall use the Licensed Program Materials for processing its own data (the "Data") for its own purposes only. The Licensee shall be solely responsible for the quality, accuracy and completeness of the Data. The Licensor shall not be responsible nor liable for any errors or omissions in the Data.
- 2.3 The use of the Licensed Program Materials is restricted to use on and in conjunction with the Local Equipment save that:
 - 2.3.1 if the Licensed Program Materials cannot be used with the Local Equipment because it is inoperable for any reason then the Licence shall be temporarily extended without additional charge to use with any other equipment until such failure has been remedied provided that such equipment is under the direct control of the Licensee; and
 - 2.3.2 the Licensee may with the prior written consent of the Licensor (such consent not to be unreasonably withheld) use the Licensed Program Materials on and in conjunction with any replacement equipment (to be specified by type and serial number) if the use of the Licensed Program Materials on and in conjunction with the Local Equipment is permanently discontinued. Upon such consent being given the replacement equipment shall become the Local Equipment for the purposes of the Licence.
- 2.4 The Licensee shall not, without the prior written consent of the Licensor, use the Licensed Program Materials in any location except the Location.
- 2.5 The Licence shall not be deemed to extend to any programs or materials of the Licensor other than the Licensed Program Materials unless specifically agreed to in writing by the Licensor.
- 2.6 The Licensee acknowledges that it is licensed to use the Licensed Program Materials only in accordance with the express terms of this Agreement and not further or otherwise.
- 2.7 The Licensor may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided it gives written notice to the Licensee.
- 2.8 The Licensee shall:
 - 2.8.1 keep a complete and accurate record of the Licensee's copying and disclosure of the Licensed Programs and its users, and produce such record to the Licensor on request from time to time;

- 2.8.2 notify the Licensor as soon as it becomes aware of any unauthorized use of the Licensed Programs by any person; and
- 2.8.3 pay, for broadening the scope of the licences granted under this Licenced Programs to cover the unauthorized use, an amount equal to the fees which the Licensor would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced

3. **Licence Term**

The Licence shall commence on the Acceptance Date and shall continue for a period of <<insert period>> years and from year to year thereafter until or unless terminated in accordance with any of the provisions of Clause 24 or any other relevant Clause of this Agreement.

4. **Payment**

- 4.1 The Set Up Fee shall be paid by the Licensee on or before the Delivery Date as set out in Schedule 3.
- 4.2 The annual Licence, Support and Maintenance Fee shall be paid by the Licensee in advance on or before the Acceptance Date and annually thereafter as provided in Schedule 3.
- 4.3 The Licence, Support and Maintenance Fee and other charges payable under this Agreement are exclusive of any applicable VAT which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.
- 4.4 Any charges payable by the Licensee under this Agreement in addition to the Set Up Fee and the Licence, Support and Maintenance Fee shall be paid within 30 Business Days after the receipt by the Licensee of the Licensor's invoice therefor.
- 4.5 The Licensor shall have the right to charge interest on overdue invoices at the rate of 3% per year above the base rate of Lloyds Bank plc, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

5. **Delivery and Installation**

- 5.1 The Licensor and Licensee shall agree an Implementation Plan and each commit sufficient resources to ensure the successful installation of the Licensed Programs in conformity with the Specification and into operational use.
- 5.2 On the Delivery Date the Licensor shall install the Licensed Programs on the Local Equipment at the Location and/or on the Hosted Equipment as specified in Schedule 1.

6. **Acceptance**

- 6.1 The Licensee shall accept the Licensed Programs immediately after the Licensor has demonstrated that the Licensed Programs are operating in accordance with the agreed Specification.
- 6.2 In the event of failure of the Licensed Programs to substantially conform to the agreed Specification the Licensor shall, not later than 90 Business Days following notification by the Licensee of the failure, at its own expense, correct the Errors in the Licensed Programs.
- 6.3 In the event the Licensor is unable to correct the Errors and the Licensed Programs do not substantially conform to the Specification, the Licensee shall

be entitled to terminate this Agreement with immediate effect and the Licensor shall refund any sums paid by the Licensee under this Agreement.

- 6.4 Notwithstanding the above, installation of the Licensed Programs shall be deemed to be completed and the Licensed Programs shall be deemed to be accepted when the Licensed Programs have been put into operational use. The Acceptance Date shall be the date on which acceptance is deemed to have taken place.

7. Provision of the Support Services

- 7.1 The Licensor shall, throughout the Term of this Agreement, provide the Support Services to the Licensee in accordance with the terms and conditions of this Agreement, the provisions of Schedule 5 and the Service Levels as specified in Clause 9.
- 7.2 The Licensor shall provide the Support Services during its Normal Support Hours and in only in relation to the Licensed Programs unless otherwise agreed in writing by the parties. The Licensor's telephone support number is 0330 400 4151 and email support address support@synbiotix.com.
- 7.3 The Licensor shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Support Services.
- 7.4 The Licensor shall use all due and proper care to ensure that the manner in which it provides the Support Services does not have any adverse effect on the name, reputation, image or business of the Licensee.
- 7.5 In the event that the Licensor commits any breach of any of the terms and conditions of this Agreement by failing to provide the Support Services to the required Service Levels as defined in Clause 9 or commits any other breach which adversely affects the provision of the same, the following provisions will apply:
- 7.5.1 the Licensee may give written notice to the Licensor requiring the Licensor to present a remedial plan to rectify the breach and persistent service failures (a "Default Notice") defined as more than 3 service failures in any 90-day period; and
- 7.5.2 if the Licensor fails to comply with any such Default Notice given under sub-Clause 7.5.1 within 30 days such that the effect of the failure is to have a material adverse effect on the operation of the Licensed Programs:
- 7.5.2.1 the Licensee will be entitled to terminate this Agreement; and
- 7.5.2.2 the Licensor shall pay on demand to the Licensee by way of damages, a refund of the License, Support and Maintenance Fee for any period during which the breach continues to exist.
- 7.6 The Licensor shall carry out a monthly health check of the Licensed Programs and associated databases to identify anomalies adversely affecting functionality and performance. Any issues identified and requiring rectification shall be resolved in accordance with Clause 9.

8. Support Service and Agreement Monitoring

- 8.1 Representatives of the Licensor and Licensee shall arrange meetings at regular six-monthly intervals in order to discuss the provision of the Support Services and, where relevant, based upon Performance Reports generated in accordance with Clause 9.

- 8.2 Both parties shall produce written reports from meetings held pursuant to sub-Clause 8.1 within 30 days following such meetings and shall use their reasonable endeavours to comply with any and all agreed actions to be taken with respect to the provision of the Support Services, the Service Levels and the performance by each party of its respective obligations under this Agreement.
- 8.3 In addition to the matters set out in sub-Clause 8.1, the Licensee and the Licensor shall conduct an annual Agreement review during which the parties may propose, discuss and agree upon any desired or necessary alterations to this Agreement including, but not limited to, its terms and conditions, scope and duration. Any such agreed changes shall not be effective unless evidenced in writing and signed by the duly authorised representatives of the parties.

9. Service Levels and Response Times

- 9.1 The Licensor shall use reasonable endeavours to provide the Support Services in accordance with the following Issue Levels and Response Times:

Issue Level	Response Time
Issue Level 1 Low	24 Hours
Issue Level 2 Medium	2 Hours
Issue Level 3 High	1 Hour
Issue Level 4 Critical	30 Minutes

- 9.2 The Response Times refer only to the time within which the Licensor shall respond to a Support Request. The Licensor gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use its best endeavours to resolve issues as quickly as is reasonably possible and within the Estimated Resolution Times.
- 9.3 All Support Requests are assigned a unique ticket number to be used for audit and tracking purposes by the Licensor. When issuing a Support Request the Licensee shall provide all relevant information relating to the issue, provide any additional information as requested by the Licensor and ensure the reasonable availability of on-site staff to assist with a resolution of the issue.
- 9.4 The following Estimated Resolution Times shall apply to the Issue Levels as follows:

Issue Level	Estimated Resolution Time
Issue Level 1 Low	2 weeks
Issue Level 2 Medium	72 Hours
Issue Level 3 High	24 Hours
Issue Level 4 Critical	Same day

- 9.5 The Licensor shall provide regular updates on progress to the Licensee in relation to all Support Requests and, in the event that the Licensor exceeds the Estimated Resolution Time, a revised Estimated Resolution Time.
- 9.6 In the event that the Licensor exceeds the Estimated Resolution Times for the relevant Issue Levels three times in a consecutive 90-day period the Licensee

shall have the option of issuing a Default Notice as set out in sub-Clause 7.5.1.

- 9.7 If the Licensor requires physical access to the Location for the purposes of providing the Support Services, the Estimated Resolution Times shall be extended to allow for the reasonable travel time of member(s) of the Licensor's support staff and it shall not be liable for any failure to comply with the provisions of this Clause 9 if it is unable to access the Location through any fault of the Licensee.
- 9.8 The Licensor shall not be liable for failure to comply with the provisions of this Clause 9 as a result of events outside of its control such as natural disasters, power outages, and communication system failures.
- 9.9 The provision of the Support Services in accordance with the Service Levels shall be monitored by representatives of the Licensee and the Licensor in accordance with the provisions of Clause 8.
- 9.10 All data collected pursuant to this Clause 9 shall be presented in monthly Performance Reports to be prepared by the Licensor.
- 9.11 Monthly Performance Reports shall be submitted to the Licensee for consideration and agreement upon appropriate action to be taken (where relevant) during meetings to be held in accordance with sub-Clause 8.1.

10. **Maintenance**

During the continuance of this Agreement the Licensor shall provide the Licensee with the following maintenance services:

10.1 Error Correction

10.1.1 If the Licensee shall discover that a current release fails to substantially perform in accordance with the Specification, then the Licensee shall, within 14 days after such discovery, notify the Licensor in writing of the defect or error in question and provide the Licensor (so far as the Licensee is able) with a documented example of such defect or Error.

10.1.2 The Licensor shall thereupon use its reasonable endeavours to correct promptly such defect or error. Forthwith upon such correction being completed, the Licensor shall install the corrected versions of the Licensed Programs on the Local and and/or Hosted Equipment at a time agreed between the parties to minimise any disruption to the Licensee's operations. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the current release.

10.1.3 The foregoing Error correction service shall not include service in respect of:

- 10.1.3.1 defects or errors resulting from any modifications of the current release made by any person other than the Licensor;
- 10.1.3.2 any version of the Licensed Programs other than the current release or the immediate current release;
- 10.1.3.3 incorrect use of the current release or operator error;
- 10.1.3.4 any fault in the Local Equipment or in any programs used in conjunction with the current release; or
- 10.1.3.5 defects or errors caused by the use of the current release on or with equipment (other than the Local Equipment) or programs not supplied by or approved in writing by the Licensor,

provided that for this purpose any programs designated for use with the current release in the Specification shall be deemed to have the written approval of the Licensor.

10.1.4 The Licensor shall make an additional charge in accordance with its standard scale of charges for the time being in force for any services provided by the Licensor:

10.1.4.1 at the request of the Licensee, but which do not qualify under the aforesaid error correction service by virtue of any of the exclusions referred to in clause 10.1.3 above; or

10.1.4.2 at the request of the Licensee but which the Licensor finds are not necessary.

For the avoidance of doubt nothing in this clause shall impose any obligation on the Licensor to provide services in respect of any of the exclusions referred to in clause 10.1.3.

10.2 Releases

10.2.1 The Licensor shall promptly notify the Licensee of any improved version of the Licensed Programs that the Licensor shall from time to time make.

10.2.2 Upon receipt of such notification, the Licensor shall install the latest version of the Licensed Programs on the Local and/or Hosted Equipment and, if necessary, provide the Licensee with updated Program Documentation.

10.2.3 If required by the Licensee, the Licensor shall provide training for the Licensee's staff in the use of the new release at the Licensor's standard scale of charges for the time being in force as soon as reasonably practicable after the delivery of any new release.

10.2.4 The new release shall thereby become the current release and the provisions of this Agreement shall apply accordingly.

10.3 Advice

The Licensor will provide the Licensee with such technical advice by telephone or mail (including electronic mail), as shall be necessary to resolve the Licensee's difficulties and queries in using the current release.

10.4 Changes in Law

The Licensor will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility described in the Documentation. The Licensor shall promptly notify the Licensee in writing of all such changes and new requirements and shall implement the modifications to the current release (and all consequential amendments to the Program Documentation which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter.

11. Excluded Support and Maintenance

11.1 The Licensor shall be under no obligation to provide Support and Maintenance in respect of:

11.1.1 problems resulting from any modifications or customisation of the Licensed Program Materials or the Local Equipment not authorised in writing by the Licensor;

- 11.1.2 any third party software other than the Licensed Program Materials;
 - 11.1.3 incorrect or unauthorised use of the Licensed Program Materials or operator error where these are defined as use or operation not in accordance with the Program Documentation;
 - 11.1.4 any fault in the Local Equipment;
 - 11.1.5 any programs used in conjunction with the Licensed Program Materials;
 - 11.1.6 use of the elements of the Licensed Program Materials in any combination other than those specified in the Program Documentation;
 - 11.1.7 use of the Licensed Program Materials with computer hardware, operating systems or other supporting software other than those specified in the Program Documentation; and
 - 11.1.8 the Licensee's failure to install and use upon the Local Equipment in substitution for the previous release and new release of the Licensed Programs within 7 days of its receipt.
 - 11.2 The Licensors shall upon request by the Licensee provide Support and Maintenance Services notwithstanding that the fault results from any of the circumstances described in clause 11.1 above. Any time spent by the Licensors investigating such faults will be chargeable at the Licensors' then current rates. The Licensors shall invoice such charges at its discretion and such shall be paid within 30 days of the date of said invoice.
 - 11.3 The Licensors reserves the right to discontinue the Support and Maintenance Services for any prior version of the Licensed Programs if a superseding version has been available to the Licensee.
 - 11.4 The Licensors shall not be obliged to make modifications or provide support in relation to the Licensee's computer hardware, operating system software, or third party application software or any data feeds or external data.
12. **Licensee's Obligations**
- 12.1 The Licensee shall:
 - 12.1.1 operate the software, maintain data and the database in accordance with the Program Documentation and the Licensors' instructions;
 - 12.1.2 by arrangement, grant access to premises and/or systems at all times for support and maintenance;
 - 12.1.3 make hardware remotely accessible to the Licensors' support staff, and when required provide logons or passwords required for such support staff;
 - 12.1.4 permit the Licensors to install the current version of software from time to time when upgrades or fixes occur, and provide a reasonable level of assistance in implementation and testing; and
 - 12.1.5 provide notice of intention to change hardware or operating system or data-feeds.
 - 12.2 The Licensee shall provide the Licensors with reasonable direct and remote access to the Licensee's equipment and the Software and shall provide such reasonable assistance as the Licensors may request, including, but not limited to, providing sample output and other diagnostic information.
 - 12.3 The Licensee may not use the Licensed Programmes other than as specified in the Agreement without the prior written consent of the Licensors, and the

Licensee acknowledges that additional fees may be payable on any change of use approved by the Licensor.

- 12.4 Except as expressly stated in this Agreement, the Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make any modifications to the Licensed Programs in whole or in part.

13. Security and Control

The Licensee shall during the continuance of this Agreement:

- 13.1 effect and maintain adequate security measures to safeguard the Licensed Programs from access or use by any unauthorised person;
- 13.2 retain the Licensed Programs and all copies thereof under the Licensee's effective control;
- 13.3 maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Programs and shall produce such record to the Licensor on request from time to time; and
- 13.4 comply with all reasonable instructions of the Licensor with regard to the use of the Licensed Programs, including, without limitation, the implementation of upgrades to the Licensed Programs, third party software, specified operating system and computer hardware which the Licensor may provide from time to time.

14. Training

- 14.1 The Licensor undertakes to provide training in the use of the Licensed Programs for the staff of the Licensee as set out in Schedule 7.
- 14.2 Any additional training required by the Licensee shall be provided by the Licensor in accordance with its standard scale of charges from time to time in force.

15. Documentation

The Licensor shall provide the Licensee with Program Documentation containing sufficient information to enable the proper use of all the facilities and functions set out in the Specification. If the Licensee requires further copies of the Program Documentation, then these may be obtained under licence from the Licensor in accordance with its standard scale of charges from time to time in force.

16. Remote Access

- 16.1 The Licensor requires remote access to the Local Equipment in order to perform its obligations under this Licence and the following provisions of this clause 16 shall apply. The Licensor will:
- 16.1.1 only use a remote access method approved by the Licensee (such approval not to be unreasonably withheld or delayed);
- 16.1.2 provide the Licensee with the name of each individual who will have remote access to the Local Equipment and the phone number at which the individual may be reached during Normal Support Hours; and
- 16.1.3 ensure that any computer used by its personnel to remotely access the Local Equipment will not simultaneously access the Internet or any other third-party network while logged on to the Local Equipment.
- 16.2 The Licensor further warrants and agrees that its personnel will not remotely access the Local Equipment from a networked computer unless the network is

protected from all third-party networks by a firewall that is certified by the International Computer Security Association (ICSA) (or an equivalent certification).

17. Restrictions on Copying

- 17.1 No copies may be made of the Licensed Programs without the prior written consent of the Licensor. Any such copies and the media on which they are stored shall be the property of the Licensor and the Licence shall apply to all such copies as it applies to the Licensed Programs.
- 17.2 No copies may be made of the Program Documentation without the prior written consent of the Licensor.

18. Restrictions on Alterations

- 18.1 The parties acknowledge that the Licensed Programs may be modified from time to time by the Licensor in order to integrate and operate with third party software and to improve operational performance.
- 18.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Program Materials in any manner without the Licensor's prior written consent.

19. Licensor's Proprietary and Intellectual Property Rights

- 19.1 The Licensed Program Materials and any and all Intellectual Property Rights of whatever nature which now or in the future subsist in the Licensed Program Materials are and shall remain the property of the Licensor (or any of its third-party licensors).
- 19.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

20. Intellectual Property Claims and Disputes

- 20.1 The Licensor shall defend at its own expense any claim brought against the Licensee alleging that the use of the Licensed Program Materials infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and the Licensor shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
 - 20.1.1 furnishes the Licensor with prompt written notice of the Intellectual Property Claim;
 - 20.1.2 provides the Licensor with reasonable assistance in respect of the Intellectual Property Claim; and
 - 20.1.3 gives to the Licensor the sole authority to defend or settle the Intellectual Property Claim.
- 20.2 If, in the Licensor's reasonable opinion, the use of the Licensed Program Materials is or may become the subject of an Intellectual Property Claim then the Licensor shall either:
 - 20.2.1 obtain for the Licensee the right to continue using the Licensed Program Materials which are the subject of the Intellectual Property Claim; or
 - 20.2.2 replace or, with the written consent of the Licensee, modify the Licensed Program Materials which are the subject of the Intellectual Property Claim so they become non-infringing.
- 20.3 If the remedies set out in sub-Clause 20.2 are not in the Licensor's opinion

reasonably available, then the Licensee shall return the Licensed Program Materials and cease to use the Licensed Program Materials which are the subject of the Intellectual Property Claim and the Licensor shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this Agreement shall immediately terminate.

- 20.4 The Licensor shall have no liability for any Intellectual Property Claim resulting from the use of the Licensed Program Materials in combination with any equipment (other than the Local Equipment) or programs not supplied or approved by the Licensor or any modification of any item of the Licensed Programs by a party other than the Licensor or its authorised agent.

21. **Warranties**

- 21.1 The Licensor warrants that for the duration of this Agreement:

21.1.1 the Licensed Programs will provide the facilities and functions set out in the Specification when properly used on the Local and/or Hosted Equipment; and

21.1.2 the Program Documentation will provide adequate instructions to enable the Licensee to make proper use of such facilities and functions.

- 21.2 The Licensor warrants that in fulfilling its obligations under this Agreement it will attain standards of care and skill commensurate with those currently prevailing in the software industry and that all personnel will have qualifications and experience appropriate for the tasks to which they are allocated.

- 21.3 The Licensor shall ensure that it and its servants, agents and subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.

- 21.4 If the Licensor receives written notice from the Licensee after the Acceptance Date of any breach of the said warranties, then the Licensor shall at its own expense and within 10 Business Days after receiving such notice remedy the defect or error in question.

- 21.5 When notifying a defect or error the Licensee shall (so far as it is able) provide the Licensor with a documented example of such defect or error.

- 21.6 The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out in Clause 22. In particular, the said warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:

21.6.1 incorrect use, operation or corruption of the Licensed Programs;

21.6.2 any unauthorised modification or alteration of the Licensed Programs; or

21.6.3 use of the Licensed Programs with other software or on equipment with which it is incompatible.

- 21.7 To the extent permitted by applicable law, the Licensor:

21.7.1 disclaims all other warranties with respect to the Licensed Programs, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;

21.7.2 makes no warranty that the Licensed Programs are error free or that the use thereof will be uninterrupted, and the Licensee acknowledges and

agrees that the existence of such errors shall not constitute a breach of this Agreement; and

21.7.3 does not give any warranty in respect of third-party software listed in Schedule 7 or its interoperability with the Licensed Programs, unless otherwise stated in Schedule 7.

22. Limitation of Liability

22.1 The Licensors shall, during the term of this Agreement, maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £5,000,000. The Licensors shall on request supply copies of the relevant certificates of insurance to the Licensee as evidence that such policies remain in force. The Licensors undertake to use reasonable commercial efforts to pursue claims under such insurance policies.

22.2 The Licensors shall indemnify the Licensee for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in the Licensed Programs supplied pursuant to this Agreement. Nor does the Licensors exclude liability for fraud or fraudulent misrepresentation.

22.3 The Licensors will indemnify the Licensee for direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties under this Agreement or by defects in the Licensed Programs supplied pursuant to this Agreement. The Licensors' total liability under this clause shall be limited to £5,000,000 for any one event or series of connected events.

22.4 Save in respect of claims for death or personal injury arising from the Licensors' negligence, in no event will the Licensors be liable for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

22.4.1 special damage even if the Licensors was aware of the circumstances in which such special damage could arise;

22.4.2 loss of profits;

22.4.3 loss of anticipated savings;

22.4.4 loss of business opportunity;

22.4.5 loss of goodwill;

22.4.6 loss or corruption of data (including the Data); or

22.4.7 the quality accuracy or completeness of the data (including the Data).

22.5 Except as provided above in the case of personal injury, death and damage to tangible property, the Licensors' maximum liability to the Licensee under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the lesser of:

22.5.1 the sum for which the Licensors carries insurance cover pursuant to sub-Clauses 22.1 and 22.3; and

- 22.5.2 a sum equivalent to the price paid to the Licensor for the Licensed Programs that are the subject of the Licensee's claim, plus damages limited to 100% of the same amount for any additional costs directly, reasonably and necessarily incurred by the Licensee in obtaining alternative products and/or services.
- 22.6 The Licensee agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Licence or (if it did rely on any representations, whether written or oral, not expressly set out in this Licence) that it shall have no remedy in respect of such representations and (in either case) the Licensor shall have no liability in any circumstances otherwise than in accordance with the express terms of this Licence
- 22.7 The parties acknowledge and agree that the limitations contained in this Clause 22 are reasonable in the light of all the circumstances.
- 23. Confidentiality**
- 23.1 Both parties undertake that, unless authorised in writing by the other party, they shall at all times during the continuance of this Agreement and for one year after its termination:
- 23.1.1 keep confidential all Confidential Information;
- 23.1.2 not disclose any Confidential Information to any other party;
- 23.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
- 23.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 23.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that party, would be a breach of the provisions of this Clause 23.
- 23.2 Subject to sub-Clause 23.3, either party may disclose any Confidential Information to:
- 23.2.1 any of their employees or officers;
- 23.2.2 any party appointed to maintain the Local Equipment on which the Licensed Programs are being used (within the terms of the Licence);
- 23.2.3 any governmental or other authority or regulatory body; or
- 23.2.4 any of their sub-contractors, substitutes, or suppliers.
- 23.3 Disclosure under sub-Clause 23.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 23.2.3 or is an authorised employee or officer of such a body, the disclosing party must obtain and submit to the other party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 23.4 Either party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that party.
- 23.5 When using or disclosing Confidential Information under sub-Clause 23.4, the disclosing party must ensure that it does not disclose any part of that

Confidential Information which is not public knowledge.

- 23.6 The provisions of this Clause 23 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

24. Termination

- 24.1 After the expiry of the period stated in Clause 3, the either party may terminate the Licence on the anniversary of the Acceptance Date by giving at least 90 Business Days' prior written notice to the other party.
- 24.2 The Licensor may terminate the Licence forthwith on giving notice in writing to the Licensee commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 10 Business Days after the receipt of a request in writing from the Licensor to do so, to remedy the breach.
- 24.3 Save as expressly provided in sub-Clause 24.2 or elsewhere in this Agreement the Licence may not be terminated without the written agreement of both parties.
- 24.4 Upon the termination of the Licence, the Licensee shall immediately return to the Licensor the Licensed Program Materials and all copies of the whole or any part thereof. Alternatively, the Licensor may require the Licensee to destroy the same. In the case of the Licensed Programs, destruction shall include the uninstallation and removal of the same from the Local Equipment and/or Hosted Equipment (and, if applicable, any other equipment onto which the Licensed Programs have been installed) and the erasing or destruction, as appropriate, of all storage media containing the Licensed Programs.
- 24.5 Where destruction is required by the Licensor, the Licensee shall certify in writing to the Licensor that they have destroyed the Licensed Program Materials.
- 24.6 Notwithstanding the provisions of sub-Clause 24.4, the Licensee may extract and store from the Licensed Programs any Data belonging to the Licensee and store the same on separate media for continuity purposes.
- 24.7 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

25. Data Protection

- 25.1 The parties undertake to comply with the Data Protection Act 2018 (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003 as amended, any successor legislation and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.
- 25.2 The parties acknowledge that:
- 25.2.1 if the Licensor processes any personal data on the Licensee's behalf when performing its obligations under this agreement, the Licensee is the controller, and the Licensor is the processor for the purposes of the Data Protection Legislation; and
- 25.2.2 Schedule 10 sets out the scope, nature and purpose of processing by the Licensor, the duration of the processing and the types of personal data and categories of data subject.

- 25.3 The Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Licensor for the duration and purposes of this Agreement so that the Licensor may lawfully use, process, and transfer the personal data in accordance with this Agreement on the Licensee's behalf.
- 25.4 The Licensor shall, in relation to any personal data processed in connection with the performance by the Licensor of its obligations under this Agreement:
- 25.4.1 process that personal data only in accordance with the provisions of this Agreement and the Specification;
- 25.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 25.4.3 assist the Licensee, at the Licensee's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 25.4.4 notify the Licensee without undue delay on becoming aware of a personal data breach;
- 25.4.5 at the written direction of the Licensee, delete or return personal data and copies thereof to the Licensee on termination of the agreement unless required by Applicable Law to store the personal data;
- 25.4.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for audits by the Licensee or the Licensee's designated auditor and immediately inform the Licensee if, in the opinion of the Licensor, an instruction infringes the Data Protection Legislation; and
- 25.4.7 The Licensor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring this Agreement. The licensor shall ensure that persons authorised to process the personal data received shall have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 25.5 The Licensee does not consent to the Licensor appointing any third-party processor of personal data under this agreement.
- 25.6 Except as expressly provided otherwise, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any (non-personal) data.

26. **Force Majeure**

- 26.1 Neither party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial

action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

26.2 If such circumstances continue for a continuous period of more than 30 days, either party may terminate this Agreement by written notice to the other party.

27. No Agency or Partnership

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

28. Severance

The parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

29. Notices

29.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

29.2 Notices shall be deemed to have been duly given:

29.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

29.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

29.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

30. Successors and Assignees

30.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

30.2 In this Agreement references to a party include references to a person:

30.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or

30.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights,

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

31. Nature of the Agreement

31.1 This Agreement is personal to the parties and neither party may assign or sub-

license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other party, such consent not to be unreasonably withheld.

31.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

31.3 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

31.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

32. **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

33. **Time of the Essence**

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this Agreement or subsequently substituted as a time, date or period by agreement in writing between the parties.

34. **Costs and Expenses**

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, and execution of this Agreement.

35. **Set-off**

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

36. **Third parties**

Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

37. **Law and Jurisdiction**

37.1 This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English law.

37.2 Where there is a dispute, the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within 5 business days of the date of the written notification in order to reach an agreement about the nature of the deficiency and the corrective action to be taken by the respective parties. The representatives shall produce a report about the nature of the dispute in detail to their respective boards and

if no agreement is reached on corrective action, then the chief executives of each party shall meet in person or communicate by telephone, to facilitate an agreement within 5 business days of a written notice by one to the other. If the dispute cannot be resolved at board level within a further 5 business days, or if the agreed upon completion dates in any written plan of corrective action are exceeded, either party may seek its legal remedies as provided below.

- 37.3 If the parties cannot resolve a dispute in accordance with the procedure in sub-Clause 37.2 above, then they shall with the assistance of the Centre for Effective Dispute Resolution ('CEDR'), seek to resolve the dispute or difference amicably by using an Alternative Dispute Resolution ('ADR') procedure acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure or if in any event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen, the matter shall be settled in accordance with the procedure below.
- 37.4 If the parties cannot resolve the dispute by the procedure set out above, the parties shall irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purposes of hearing and determining any dispute arising out of this Agreement.
- 37.5 While the dispute resolution procedure above is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest-bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this Agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

<<Name and Title of person signing for Licensor>>
for and on behalf of Synbiotix Solutions Limited

SIGNED by

<<Name and Title of person signing for Licensee>>
for and on behalf of <<Licensee's Name>>

SCHEDULE 1

The Equipment

DRAFT

SCHEDULE 2

The Licensed Programs

DRAFT

SCHEDULE 3

The Fees

<<Insert Details>>

DRAFT

SCHEDULE 4

The Delivery Date
<<Insert Details>>

DRAFT

SCHEDULE 5

The Issue Levels

Category	Description	Estimated Resolution Time
Critical Level 4	All the functions, or a substantial proportion of the functions, of the Licensed Programs are unavailable and there is no workaround possible, or the Licensed Programs have slowed down such that response times make them unusable, and/or there is an Error which has caused or has the potential to cause loss or corruption of Licensee data, the provision of incorrect data to any user or critical impact on an Licensee's operations.	Same day
High Level 3	Partial failure of some of the Licensed Programs' functionality, where no workaround acceptable to the Licensee is possible, or the Licensed Programs have slowed down such that response times make them difficult to use and/or there is an Error which has caused or has the potential to cause a major impact on the Licensee's operations or a significant adverse impact on the delivery of patient care to a small or moderate number of patients or a moderate adverse impact on the delivery of care to a high number of patients.	24 Hours
Medium Level 2	One or more functions of the Licensed Programs are giving periodic problems but can still be used. The occurrence of the Error causes inconvenience to some users, incurring a reduction in efficiency.	72 Hours
Low Level 1	Minor problems with functionality, including where the Licensee has agreed to wait for the next agreed version of the Licensed Programs for resolution.	14 Days

SCHEDULE 6

The Specification
<<Insert Details>>

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SCHEDULE 7

The Training
<<Insert Details>>

DRAFT

SCHEDULE 8

The Location(s)
<<Insert Details>>]

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SCHEDULE 9

The Third party Programs
<<Insert Details>>]

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SCHEDULE 10

Personal Data Processing
<<Insert Details>>]

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