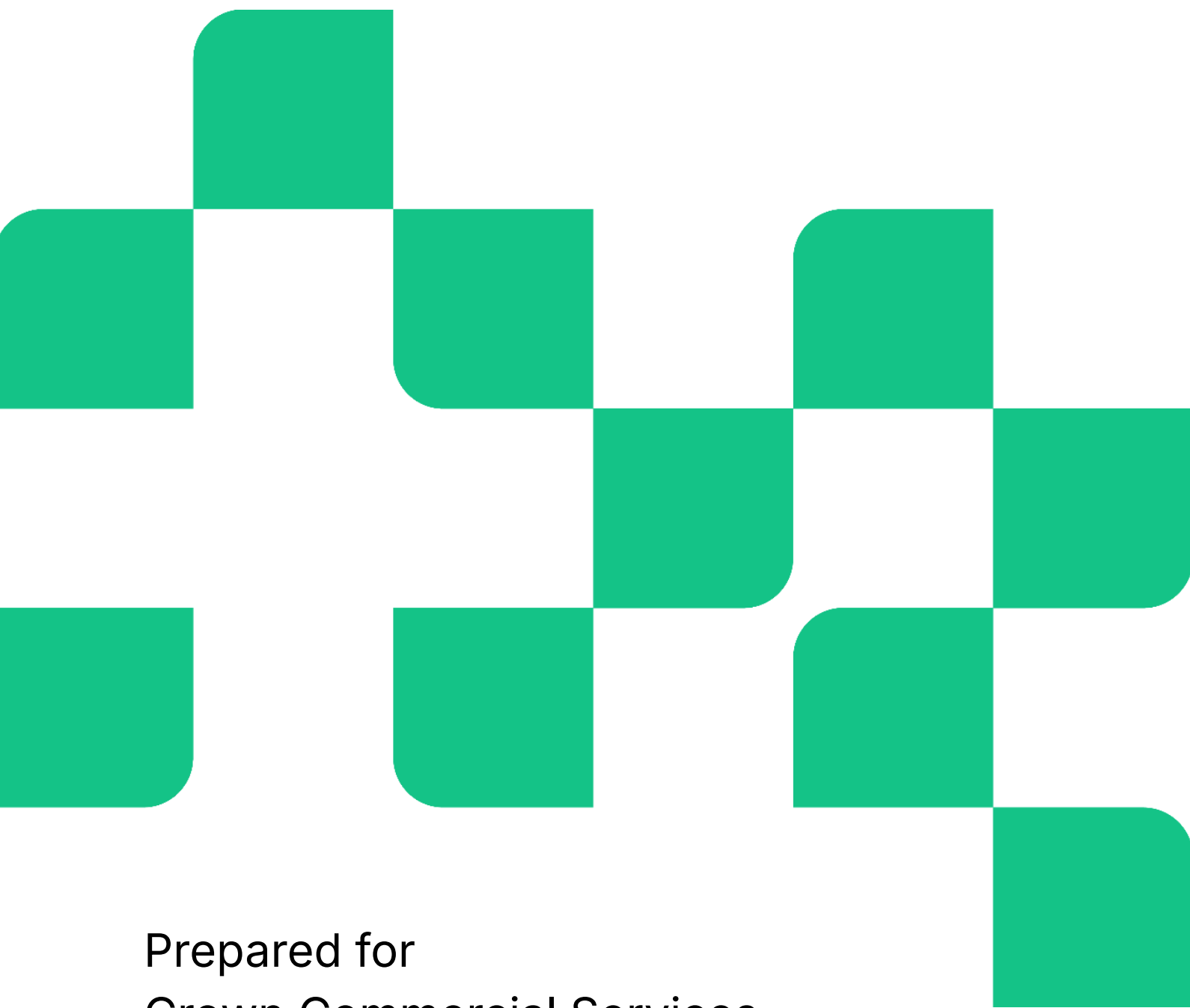




Prepared for
Crown Commercial Services
G-Cloud 15

Newton's Tree

Terms & Conditions

Document Details

Reference: NT T&C 26

Date created: January 2026

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Overview

Newton's Tree provides a platform which acts as a marketplace for hospital customers, to procure third party AI solutions. Newton's Tree also provides related hardware and services to support the provision of its marketplace.

This Order Form is used to enter into an Agreement under which Newton's Tree provides its System (as defined below), and related services, to the Customer. When both parties complete and sign this Order Form, the parties have a legally binding contract consisting of this Order Form and the Terms and Conditions which follow this Order Form. The Customer can subsequently enter into separate Application Order Forms to procure the third party applications.

Contracting Details

Customer	[INSERT FULL DETAILS]
Customer Contact Details	Contact Name, Email and Address: [INSERT]
Contract Number	[INSERT]
Initial Term (from the Start Date)	36 months
Start Date	[PROPOSED CONTRACT COMMENCEMENT DATE]
Site	[INSERT ADDRESS]
Payment terms	

Professional Services

[INSERT DESCRIPTION]

Software

[INSERT DESCRIPTION]

Hardware

[INSERT DESCRIPTION]
[INSERT NUMBER OF ITEMS]

Hosting and Support Services

[INSERT DETAILS OF HOSTING SERVICES – WHAT IS BEING HOSTED, DETAILS OF HOSTING SERVICES PROVIDER ETC..]

PMS Service enabled?

[Yes / No]

Licence Heartbeat Check Functionality enabled?

[Yes / No]

1. INTERPRETATION

- 1.1. In this Agreement the following words shall have the following meanings:

"Admin Users" means the Customer's selected employees and other staff who are authorised to use the Customer-facing parts of the Platform for monitoring, reporting and other administrative purposes.

"Agreement" means these terms and conditions and the Order Form and the Schedules to this Agreement and any Statements of Work agreed between the parties from time to time. This Agreement is formed (and becomes legally binding) when the parties complete and sign the Order Form. For the avoidance of doubt, the Standard Terms do not form part of this Agreement, but are included for reference purposes only.

"Application" means the third party software provided to the Customer by a Supplier, available via the Marketplace App, subject to the terms of the Supplier Customer Agreement.

"Application Order Form" means the order form entered into between the Customer and the Supplier for the purchase of the Application, a template of which is contained in Schedule 3.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Confidential Information" means all information on any medium in respect of the business and financing of the parties, including any ideas, business methods, finance, prices, business, financial, marketing, development, manpower plans, market opportunities, processes, plans, intentions, product information, design rights, trade secrets, customer lists or details, computer systems, software, and know-how belonging to and imparted by either party, any other matters connected with the products or services manufactured, marketed, provided or obtained by the parties, and information concerning the parties' relationships with actual or potential clients or customers and the needs and requirements of such persons or operations.

"Contract Year" means a period of 12 months, starting from the Start Date and renewing on each anniversary thereafter during the Term.

"Customer Credits" means credits which can accrue to the Customer in accordance with clause 9.6 and Schedule 1.

"Customer" means the 'customer' as specified in the Order Form.

"Customer Content" means any information, Customer Personal Data and / or materials which the Customer and / or Users: (a) provide to Newton's Tree; and / or (b) upload to or store (or request that Newton's Tree uploads to or stores) within the Platform (excluding any data which is created by, or on behalf of, Newton's Tree and / or owned by Newton's Tree or its third party licensors).

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**); the Data Protection Act

2018 (**DPA 2018**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority from time to time, and applicable to a party.

"Deliverable" means any output from the performance by Newton's Tree of the Support Services or the Professional Services.

"Environment" means the hardware (excluding the Hardware), software, and telecommunications / network environment which may be specified by Newton's Tree for the use of the System (such specifications being as freely available from Newton's Tree on request, and as updated from time to time).

"Evaluation Services" means an additional service provided by Newton's Tree to evaluate an Application against: (i) best practice standards (being solely determined by Newton's Tree); and (ii) the 30440 BSI standard relating to evaluation of AI solutions, in order to generate various outputs, including the Supplier Transparency Information.

"Fees" means (as applicable) the Platform Fees, the Professional Service Fees and any other fees as listed in Schedule 1 or as otherwise agreed in writing between the parties, but excluding the Supplier Fees.

"Hardware" means the equipment to be supplied by Newton's Tree as specified in the Order Form.

"Hardware Delivery Date" means the estimated delivery date agreed between the parties on which Newton's Tree will deliver the Hardware to the Site.

"Hosting Provider" means, where indicated in the Order Form, the third party hosting provider, used by Newton's Tree to provide the Hosting Services.

"Hosting Services" means the hosting services in respect of the Platform, Marketplace App and/or Applications, provided by Newton's Tree or the Hosting Provider, where indicated in the Order Form.

"Initial Term" means the period specified in the Order Form.

"Licence Heartbeat Check Functionality" means the optional functionality provided by Newton's Tree to Suppliers as described in paragraph 1.8 of Schedule 5.

"Marketplace App" means Newton's Tree's proprietary application used by the Customer to, as the case may be, procure and access Applications.

"Newton's Tree" means Newton's Tree Limited, incorporated and registered in England and Wales with company number 14577546 and whose registered office is at 3 Redwood Close, Crawley, England, RH10 8JL.

"NT Supplier Agreement" means the agreement between Newton's Tree and each Supplier pursuant to which the Supplier is appointed to have their Application made available to Customers via the Marketplace.

"Order Form" means the foregoing Order Form, as between Newton's Tree and the Customer which when completed and signed incorporates these terms and conditions and the Schedules. For the avoidance of doubt, each signed Order Form constitutes a separate contract between the parties.

"Permitted Purpose" means using the Marketplace

and Deliverables solely for the purposes of enjoying the System and services provided by Newton's Tree hereunder and for procuring the Applications.

"Platform" means the platform and functionality made available by Newton's Tree from time to time by means of a managed (hosted) service, including any help files, and documentation and any software (including the Marketplace App), software developments, configurations, modifications thereto.

"PMS Service" means the optional service provided by Newton's Tree to Suppliers as described in paragraph 1.8 of Schedule 5.

"Professional Services" means any professional services, including without limitation any consultancy or installation ordered by the Customer and agreed by Newton's Tree in writing (including the Set-up Services, but excluding the Support and Hosting Services).

"Professional Service Fees" means the amount payable for Professional Services as set out in any Statement of Work or Schedule 1.

"Set Up Fees" means the fees payable by the Customer to Newton's Tree for the Set-up Services, as set out in Schedule 1.

"Set-up Services" means the training, integration with other systems, and related work to be performed by Newton's Tree (with support by the Customer and Supplier where applicable), as described generally in Schedule 5 and as further specified in the Order Form.

"Site" means the physical location on which the System is set up and/or Hardware delivered to, as specified in the Order Form.

"Standard Terms" means the minimum terms to be expressly incorporated into the agreement between the Supplier and the Customer for the provision of an Application, contained in Schedule 3.

"Start Date" means the 'start date' specified in the Order Form.

"Statement of Work" means a written document agreed between the parties, setting out the scope and nature any Professional Services provided by Newton's Tree from time to time, along with details of the Professional Services Fees.

"Platform Fees" means the fees payable by the Customer to Newton's Tree in return for use of the System (including fees in respect of Hardware, Set Up Services, licensing of the Platform), as set out in Schedule 1.

"Supplier" means the third party provider of the Application.

"Supplier Customer Agreement" means the separate agreement formed between the Customer and a Supplier in respect of the Supplier's Application, comprising an Application Order Form, Standard Terms and Supplier Specific Terms and any other documents expressly incorporated by reference therein.

"Supplier Fees" means the fees charged by Newton's Tree to the Customer on behalf of each Supplier, in respect of the Customer's purchase of each relevant Application.

"Supplier Specific Terms" means the Supplier's specific terms relating to its Application and related services, the Supplier's fees, service levels and other

bespoke terms.

"Supplier Transparency Information" means information about the Application, including details around training and testing of the Application, empirical and quantitative data about the performance of the Application, based on previous use cases and on the Evaluation Services performed by Newton's Tree, as listed in an Application Order Form, which are made available to the Customer via the Marketplace.

"Support" means Newton's Tree's standard technical support service as described at Schedule 5.

"Support Fees" means the fees payable by the Customer to Newton's Tree for the Support, as set out in Schedule 1.

"System" means the system comprising the Hardware and the Platform as described in Schedule 5.

"User" means an employee, consultant, contractor or other personnel of the Customer who is selected and authorised to use the System (which, unless expressly stated otherwise, includes an Admin User).

1.2. In this Agreement, unless the context otherwise requires:

1.2.1. words in the singular include the plural and vice versa and words in one gender include any other gender;

1.2.2. a reference to a statute or statutory provision includes: (a) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; (b) any repealed statute or statutory provision which it re-enacts (with or without modification); and (c) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

1.2.3. a reference to: (a) any party includes its successors in title and permitted assigns; (b) a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); (c) a clause is to a clause of this Agreement, a Schedule is to a schedule of this Agreement, and a Paragraph is to a paragraph within a Schedule; (d) writing or written includes email, but not fax;

1.2.4. the headings of clauses and Schedules are for convenience only and shall not affect the interpretation of this Agreement;

1.2.5. any undertaking under this Agreement not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing; and

1.2.6. the rule known as the ejusdem generis rule shall not apply nor any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

2. HARDWARE

2.1. Newton's Tree shall supply the Hardware comprising the items set out in the Order Form, together with all related documentation provided by the third-party

- manufacturer(s) of the Hardware.
- 2.2. The parties acknowledge and agree that the Customer shall be responsible for ensuring that it has all necessary cabling and equipment needed for the installation of the Hardware at the Site.
 - 2.3. Subject to clause 21.6, Newton's Tree shall use reasonable endeavours to deliver the Hardware to the Site on the Hardware Delivery Date. Newton's Tree shall not be liable or responsible for any late delivery where such delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third party contractors. If any delivery is delayed at the request of, or because of the acts or omissions of, the Customer, Newton's Tree shall be granted a reasonable extension for the purpose of completing such delivery.
 - 2.4. Before delivering any item of Hardware, Newton's Tree shall ensure that such item is in operable condition.
 - 2.5. The parties acknowledge and agree that, unless agreed otherwise, the Customer, Newton's Tree, the provider of the data centre and Hardware manufacturer shall be collectively responsible for installation of the Hardware at the Site as part of the Set-Up Services carried out pursuant to clause 4 and Schedule 5.
 - 2.6. The Hardware shall at all times remain the property of Newton's Tree and neither the Customer nor the Users shall have any right, title or interest in or to the Hardware (save the right to possession and use of the Hardware subject to the terms and conditions of his Agreement). Upon termination or expiry of this Agreement, the Customer shall arrange for the prompt return of the Hardware to a location specified by Newton's Tree.
 - 2.7. The risk of loss, theft, damage or destruction of the Hardware pass to the Customer on delivery to the Site. Unless expressly agreed otherwise by the parties, the Hardware shall remain at the sole risk of the Customer during the Initial Term and any further term during which the Hardware is in the possession, custody or control of the Customer (together, the "Risk Period") until such time as the Hardware is redelivered to Newton's Tree. During the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:
 - 2.7.1. insurance of the Hardware to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Newton's Tree may from time to time nominate in writing;
 - 2.7.2. insurance for such amounts as a prudent owner or operator of the Hardware would insure for, or such amount as Newton's Tree may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hardware; and
 - 2.7.3. insurance against such other or further risks relating to the Hardware as may be required by law, together with such other insurance as Newton's Tree may from time to time consider reasonably necessary and advise to the Customer in writing.
 - 2.8. Notwithstanding its obligations under clause 10.7, the

Customer shall:

- 2.8.1. take such steps (including compliance with all safety and usage instructions provided by Newton's Tree) as may be necessary to ensure, so far as is reasonably practicable, that the Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 2.8.2. make no alteration to the Hardware and shall not remove any existing component (or components) from the Hardware without the prior written consent of Newton's Tree;
- 2.8.3. keep Newton's Tree fully informed of all material matters relating to the Hardware;
- 2.8.4. keep the Hardware at all times at the Site and shall not move or attempt to move any part of the Hardware to any other location without Newton's Tree prior written consent;
- 2.8.5. permit Newton's Tree or its duly authorised representative to inspect the Hardware at all reasonable times and for such purpose to enter on the Site or any premises at which the Hardware may be located, and shall grant reasonable access and facilities for such inspection;
- 2.8.6. not, without the prior written consent of Newton's Tree, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it; and
- 2.8.7. not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Newton's Tree in the Hardware.

3. HARDWARE WARRANTY

- 3.1. Newton's Tree shall pass on to the Customer the benefit of any warranty from the manufacturer of the Hardware, which unless expressly agreed otherwise, shall apply for a period of **[36 months]** from the Start Date.
- 3.2. Newton's Tree shall not in any circumstances be liable for a breach of the warranty contained in clause 3.1 unless:
 - 3.2.1. the Customer gives written notice of the defect to Newton's Tree within two Business Days of the time when the Customer discovers or ought to have discovered the defect; and
 - 3.2.2. after receiving the notice, Newton's Tree is given a reasonable opportunity of examining such Hardware and the Customer (if asked to do so by Newton's Tree) returns such Hardware to Newton's Tree's place of business (or such other location Newton's Tree may specify) at Newton's Tree's cost for the examination to take place there.
- 3.3. Newton's Tree shall not in any circumstances be liable for a breach of the warranty contained in clause 3.1 if:
 - 3.3.1. the Customer makes any further use of Hardware in respect of which the Customer has given written notice under clause 3.2.1; or

3.3.2. the defect arises due to a failure to follow Newton's Tree's (or the relevant manufacturer's) oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hardware or (if there are none) good trade practice; or

3.3.3. the Customer or any User alters or repairs the relevant Hardware without the written consent of Newton's Tree.

3.4. Any repaired or replacement Hardware shall be under warranty for the unexpired portion of the 36 month period specified in clause 3.1.

3.5. Newton's Tree shall not in any circumstances be liable for any damage or defect to the Hardware caused by improper use of the Hardware or use outside its normal application.

4. SET-UP SERVICES

4.1. Newton's Tree shall, with the co-operation of the Customer, relevant Suppliers and any relevant third parties, perform the Set-Up Services, in accordance with Schedule 5.

5. PROVISION OF THE PLATFORM

5.1. Subject to the payment of the applicable Fees, Newton's Tree shall make the Platform available to the Customer for the term of this Agreement.

5.2. Newton's Tree grants to the Customer a non-exclusive, non-transferable, revocable licence for the duration of this Agreement to use (and to permit all nominated Users at the Site to use) the Platform and any Deliverables for the Permitted Purpose, subject to the terms of this Agreement, and provided that the Customer does not (and ensures the Users do not): (i) sub-license access to or, the use of the Platform or the Deliverables; (ii) permit any third party, other than (subject to clause 5.3) the Users, to access or use (whether directly, or as part of a managed service) the Platform or the Deliverables; (iii) permit the Users to access any part or all of the Platform other than the Customer-facing elements; (iv) transfer, lease, sub-license, rent, lend, or distribute the Platform or the Deliverables; and / or (vi) circumvent or bypass any technological protection measures in the Platform or (if applicable) the Deliverables.

5.3. In relation to the Users, the Customer undertakes that:

5.3.1. it will not allow or suffer any User account to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case the prior User shall no longer have any right to access or use the Platform;

5.3.2. the Customer shall be responsible for allocating a secure password and user name to each User and for managing their accounts;

5.3.3. each User and each Admin User shall keep secure their password for their use of the Platform, and shall ensure that such password is changed at least once per month and that each User and each Admin User shall keep their password confidential;

5.3.4. it shall maintain a written, up to date list of current Users and provide such list to Newton's Tree within 5 Business Days of

Newton's Tree's written request at any time or times;

5.3.5. it shall permit Newton's Tree or Newton's Tree's designated auditor to audit the Customer's use of the Platform in order to establish its compliance with this Agreement. Each such audit may be conducted no more than once per annum and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and

5.3.6. if any of the audits referred to in clause 5.3.5 reveal any non-compliance by the Customer or any User with the terms of this Agreement, then without prejudice to Newton's Tree's other rights, Newton's Tree shall be entitled to disable the relevant User account.

5.4. It is the Customer's responsibility to make reasonable efforts to understand and implement any working practice changes required to make successful use of the System and to ensure that the System is suitable for the Customer's business purposes. The Customer further acknowledges that the System is not free of bugs and errors.

5.5. With effect from the Start Date or such other date as agreed between the parties, Newton's Tree shall perform the Set-up Services.

6. ADDITIONAL HARDWARE

6.1. Subject to clauses 6.2 and 6.3, the Customer may, from time to time during the term of this Agreement, purchase additional Hardware.

6.2. If the Customer wishes to purchase additional Hardware, the Customer shall notify Newton's Tree in writing. Newton's Tree shall evaluate such request and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where Newton's Tree approves the request, Newton's Tree shall use reasonable endeavours to deliver such Hardware to the Site at such time and on such date as the parties may agree.

6.3. If Newton's Tree approves the Customer's request to purchase additional Hardware, the Customer shall, within 30 days of the date of Newton's Tree's invoice, pay to Newton's Tree the relevant additional Fees for such additional Hardware, subject to any applicable pro-rata adjustment which Newton's Tree deems necessary.

7. SUPPORT AND MAINTENANCE

7.1. Newton's Tree shall provide the Support from the date on which the Platform goes live, following completion of acceptance testing as part of the Set-Up Services, as described in Schedule 5. For the avoidance of doubt, the Customer shall be responsible for providing first line support in respect of incidents or issues affecting the System and Applications, Newton's Tree shall provide second line support in respect of the System and Applications, and the relevant Supplier shall provide third line support in respect of the Applications only.

7.2. Newton's Tree shall use commercially reasonable endeavours to make the Platform available 24 hours a day, seven days a week, except for:

- 7.2.1. planned maintenance carried out during Newton's Tree's standard maintenance window specified from time to time; and
- 7.2.2. unscheduled maintenance, provided that Newton's Tree have given the Customer reasonable notice of the same in advance.

8. PROFESSIONAL SERVICES

- 8.1. The parties may from time to time complete a Statement of Work to agree that Newton's Tree will provide Customer with Professional Services. If the Professional Services are undertaken by Newton's Tree on the written request of the Customer and it is not reasonably practicable to populate and execute a Statement of Work prior to such services commencing, as soon as reasonably practicable thereafter Newton's Tree shall submit to the Customer a retrospective Statement of Work capturing the Professional Services ordered by the Customer, with the Professional Service Fees calculated on a time and material basis at Newton's Tree's then prevailing standard rates. Such a Statement of Work will not require the Customer's signature to be binding on the parties.
- 8.2. Where the parties have agreed that Newton's Tree will provide Professional Services to the Customer, Newton's Tree shall use reasonable endeavours to provide the agreed Professional Services in accordance with this Agreement.
- 8.3. The Customer shall provide Newton's Tree with all information, access and cooperation reasonably necessary to facilitate the provision of any agreed Professional Services. If the Customer fails or delays in its performance of any of the foregoing, Newton's Tree shall be relieved of its obligations hereunder to the extent that such obligations are dependent upon such performance.
- 8.4. The Customer will pay any Professional Service Fees in accordance with this clause 8.

9. FEES AND SUPPLIER FEES

- 9.1. The Customer shall pay to Newton's Tree the Fees and Supplier Fees in accordance with this clause 9.
- 9.2. Except as otherwise expressly set out in the Order Form, Newton's Tree shall invoice the Customer:
 - 9.2.1. on the Start Date for all Fees payable in respect of the entire Initial Term;
 - 9.2.2. subject to clause 12.1, on the first day of each Extended Term for the Fees payable in respect of each Extended Term;
 - 9.2.3. in arrears in respect of the applicable Professional Service Fees, at the end of the relevant month in which the Professional Services have been delivered;
 - 9.2.4. annual in advance in respect of the Supplier Fees; and
 - 9.2.5. the Customer must pay Newton's Tree's invoices (without deduction) no later than 30 days from the date of the applicable invoice.
- 9.3. All Fees and Supplier Fees payable by the Customer to Newton's Tree under this Agreement are exclusive of customs, handling, import and / or export duties and all VAT and general sales tax (GST) (or equivalent sales tax), sales, withholding or other taxes (other than income tax to which Newton's Tree may be subject). If

any amount due under this Agreement is subject to customs, handling, import and / or export duties and / or VAT, GST, sales, withholding or any other tax (other than income tax applicable to Newton's Tree) which has the effect of reducing the amount of money which Newton's Tree would have been entitled to receive from the Customer or to retain under this Agreement but for such tax, the Customer will, at Newton's Tree's request, pay to Newton's Tree such additional sum at the rate for the time being prescribed by law for that tax.

- 9.4. Newton's Tree shall be entitled to charge the Customer for the reasonable expenses it incurs in respect of providing the System or related services (which will be notified in advance to the Customer). For the avoidance of doubt, where as part of the Set-Up Services, there is any charge imposed by a third party supplier in respect of integration work with their system and the Platform or Application, such costs shall be borne solely by the Customer.
- 9.5. If any sum payable under this Agreement is not paid on the due date for payment, then (without prejudice to Newton's Tree's other rights and remedies) Newton's Tree reserves the right to suspend provision of the Platform, On-boarding Services, Professional Services and / or Support and/or relevant Application, until the overdue payment is paid in full, including any interest that may be due on such payment. However, Newton's Tree confirms that it will not charge interest in respect of any late payments, and hereby waives its rights under the Late Payment of Commercial Debts (Interest) Act 1998 to claim such interest.
- 9.6. The parties acknowledge that the Customer may accrue Customer Credits under Schedule 1, where it assists Newton's Tree and any Supplier with Evaluation Services. Customer may apply such Customer Credits against purchases of Applications.
- 9.7. Customer acknowledges that Newton's Tree is authorised by the Suppliers to carry out the following on behalf of the Suppliers: (i) invoice the Customer in respect of the Supplier Fees; (ii) charge VAT to the Customer on the Supplier's behalf; and (iii) receive payment from the Customer, and pass on the Supplier Fee, less Newton's Tree's commission which are included in the Supplier's invoice, to the Supplier.

10. RESPONSIBILITIES

- 10.1. The parties each warrant that they are authorised to enter into this Agreement.
- 10.2. Newton's Tree shall provide the Support and the Professional Services with reasonable skill and care.
- 10.3. The Customer is responsible for procuring and maintaining (and for procuring that the User procures and maintains) the Environment. New releases or versions of the System may require enhancements to the Environment. Newton's Tree will advise the Customer if such enhancements are required. The Customer is responsible for procuring and implementing such enhancements.
- 10.4. The Customer shall be solely responsible for selecting Users who are suitable for using the System and Applications and shall be liable for the acts and omissions of its Users when using the System and any Applications.
- 10.5. The Customer is responsible for procuring and maintaining its network connections and

telecommunications links required to use the System. Newton's Tree shall not be liable for any issues, conditions, delays, delivery failures or any other loss or damage arising from or relating to the Customer's network connections or telecommunications links, or caused by the internet.

- 10.6. To the extent that Newton's Tree may reasonably require to perform its obligations under this Agreement, and to audit Customer's compliance with this Agreement, the Customer shall: (a) permit Newton's Tree's and its sub-contractors' staff to have access to the Customer's IT systems and property or other hosting or testing environments as may be required by Newton's Tree; (b) provide Newton's Tree and its sub-contractors with prompt co-operation, assistance, and information, including information relating to any incidents involving the System (including unauthorised access, clinical incidents, data related incidents etc.), feedback on performance of the System and Applications, through questionnaires and/or meetings; (c) make available to Newton's Tree and its sub-contractors all its information, telecommunications, and other facilities; and (d) provide such security access, information and configuration to Newton's Tree and its sub-contractors as required by them in order to provide the System, including but not limited to Customer Content. If any audit reveals any underpayment by the Customer, the Customer shall pay Newton's Tree, on demand, all underpaid Fees. Notwithstanding its other rights set out in this clause, the Customer acknowledges that Newton's Tree shall have the right and ability to remotely monitor use of the Platform and System by the Customer and Users, without any further notice.

- 10.7. The Customer shall (and shall ensure that Users shall):

10.7.1. comply with all applicable laws and will not use the System or the Deliverables: (i) in a way that is prohibited by law, regulation or governmental order; (ii) in violation of any rights of any third party or Newton's Tree; (iii) to gain, unauthorised access to or disrupt any service, device, data, account or communications or other network (or attempt to do the same); (iv) to spam or distribute viruses or any malware; (v) in a way that could impair a third party's use of the System or Deliverables; or (vi) in any application or situation where failure of the System or Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; and

10.7.2. not (and not permit any third party to) copy, frame, mirror, republish, download, transmit, distribute, disassemble, decompile, modify, maintain, reverse engineer or create derivative works based on, or commercially exploit, the whole or any part of the Platform or the Deliverables except to the extent that such actions cannot be prohibited (by virtue of section 296A of the Copyright, Designs and Patents Act 1988, or any amended, replacement or equivalent legislation) because they are essential for the purpose of achieving inter-operability of the Platform or Deliverables with another software program, and provided that the information obtained during such

activities is: (i) used only for the purpose of achieving such inter-operability; (ii) not unnecessarily disclosed or communicated to any third party without Newton's Tree's prior written consent; and (iii) not used to create any software which is substantially similar to the Platform or (where applicable) the Deliverables.

- 10.8. The Customer shall indemnify Newton's Tree against all costs, damages and losses incurred or suffered by Newton's Tree which arise from any breach of clause 10.7, including but not limited to the costs of any remedial works resulting from viruses or malicious software and overage costs for network communications arising from misuse of the System.
- 10.9. The Customer acknowledges that Newton's Tree's ability to perform its obligations under this Agreement may depend on the Customer performing its obligations to any agreed timescales (and in the absence of such agreed timescales, in a timely manner). Insofar as the performance of Newton's Tree's obligations under this Agreement is delayed or prevented by reason of an act, omission or breach of this Agreement by the Customer or by the Users, then Newton's Tree shall be entitled to a reasonable extension of time to perform its obligations and to charge the Customer for the reasonable additional costs (if any) which it can demonstrate were incurred as a result of such act, omission, or breach.
- 10.10. Without prejudice to its other rights and remedies, Newton's Tree shall be under no obligation to provide, and shall have no liability in respect of, the System to the extent that the Customer fails to comply with the Customer obligations contained in this clause 10.

11. THIRD PARTY PROVIDERS

- 11.1. Where Newton's Tree provides any integration or interfaces between the Platform and any third party products and / or services used by the Customer or the Users (other than Applications), the Customer shall be solely responsible for ensuring that it has all necessary consents, licences and cooperation from such third party to allow Newton's Tree to integrate with such products and / or services, and to use and store in the Platform any and all data (including without limitation Customer Personal Data) received from or through such third party software and / or services. Newton's Tree makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the operation, content, or use, of any such third party product and / or service, any transactions completed in or through the same, nor for any contract entered into by the Customer or any User (as the case may be), with any such third party. The Customer shall indemnify Newton's Tree against all costs, losses, liabilities and damages which arise from any action or claim against Newton's Tree by such third party provider and / or other third party in respect of the use of (and / or integration/interface with) such third party products and / or services and related data (including without limitation Customer Personal Data).
- 11.2. Suppliers: The Customer acknowledges that Newton's Tree is appointed hereunder to deliver the Platform, which enables the Customer to: (i) view details of the Supplier, the Applications and Supplier Transparency

Information in the Marketplace and to carry out its own due diligence to satisfy itself that the Application and Supplier meet all required standards and Customer requirements; and (ii) procure the Applications from the Marketplace. All Applications shall be provided by the relevant Suppliers, subject to a separate Supplier Customer Agreement, which shall be entered into between the Supplier and Customer, by the Customer and Supplier directly signing an Application Order Form. Customer acknowledges that Newton's Tree is not authorised to sign an Application Order Form on Customer's behalf. To the maximum extent permitted by law, Newton's Tree shall not be liable to the Customer for any losses suffered or incurred by the Customer under any Customer Supplier Agreement or otherwise in relation to the Application, unless to the extent such losses are attributable to the System or the Services provided by Newton's Tree under this Agreement (or to the extent that such liability arises due to a personal data breach affecting the Customer Personal Data where the Supplier is acting as Newton's Tree's sub-processor when providing its Application to the Customer).

- 11.3. PMS and LHC: The functionality and services provided by Newton's Tree to Suppliers pursuant to the NT Supplier Agreement may include the PMS Service and / or the Licence Heartbeat Check Functionality. The parties acknowledge and agree that the PMS Service and the Licence Heartbeat Check Functionality shall only be enabled in relation to the Customer's use of applicable Applications where the Customer has agreed to this in the Order Form or where the parties subsequently agree to this in writing. The Customer acknowledges that use of the PMS Service will involve the additional processing of Customer Personal Data as described in Schedule 4.

12. TERM AND TERMINATION

- 12.1. This Agreement shall commence on the Start Date and shall continue, unless terminated in accordance with clause 12.2, for the Initial Term. The term of this Agreement shall automatically extend at the end of the Initial Term for further periods of 36 months (each an "Extended Term") unless the parties agree in writing no later than three months before the end of the Initial Term or the current Extended Term, as applicable, to terminate this Agreement at the end of the Initial Term or the current Extended Term.
- 12.2. Either party shall be entitled to terminate this Agreement immediately on written notice if the other party: (i) commits any material breach of this Agreement (and, if that breach is remediable, fails to remedy that breach within thirty (30) days' written notice of that breach); or (ii) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or ceases to carry on its business or substantially the whole of its business; or it becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of its assets.
- 12.3. In the event that the Customer fails to pay to Newton's Tree any undisputed sums under this Agreement

within 30 days of those sums becoming due, Newton's Tree shall be entitled to limit the Customer's access to the Platform (and related Applications where the relevant Supplier Fees are overdue) whilst such amount remains unpaid.

- 12.4. On termination or expiry of this Agreement howsoever caused: (i) the Customer shall immediately cease using (and shall procure that all Users cease using) the System and promptly return to Newton's Tree all property (including, without limitation, documentation) belonging to Newton's Tree and erase or destroy all copies of such items and provide written certification of the same; (ii) the Customer shall arrange for the prompt return of all applicable Hardware to a location specified by Newton's Tree, failing which Newton's Tree may, by its authorised representatives, without notice, retake possession of the Hardware; (iii) all licences granted pursuant to this Agreement shall terminate; (iv) the rights and duties created by clauses 9, 10, (including accrued payment obligations of the Customer), 13, 14, 16, 17, 20 and any other term of this Agreement which expressly or by implication continues, or comes into, force or effect following termination, shall survive; and (v) any rights of either party which arose on or before termination shall be unaffected.

- 12.5. Within a reasonable period prior to termination or expiry of this Agreement, in respect of Customer Supplier Contracts then in force:

12.5.1. Customer shall notify Newton's Tree regarding which Customer Supplier Contracts it wishes to continue with post this Agreement expiring or terminating ("Surviving Customer Supplier Contracts") and those which it wishes to terminate concurrent with this Agreement ("Terminating Customer Supplier Contracts");

12.5.2. the parties and each relevant Supplier shall liaise and co-operate in good faith, with a view to agreeing (in a Statement of Work) all exit related support required from Newton's Tree, which Newton's Tree may charge for based on its daily rate then in force, as notified to the Customer from time to time. The cost of such exit support related charges being met by the Customer.

- 12.6. Within 12 months following termination or expiry of this Agreement, howsoever caused, all Terminating Customer Supplier Contracts shall terminate in accordance with the term and termination clause of the Standard Terms.

13. SUSPENSION RIGHTS

- 13.1. Newton's Tree may (without prejudice to its other rights or remedies), on written notice, suspend provision of all or part of the Platform or Support if:
- 13.1.1. it reasonably suspects that the Customer or the Users are using the Platform or Hardware in an unauthorised way;
- 13.1.2. there is a breach of clause 16.3, or the circumstances in clause 9.5 apply; or
- 13.1.3. there is (or Newton's Tree suspects, acting reasonably, that there is) a cyber or physical security breach at the Site or and / or in relation to the Users in respect of the Platform.
- 13.2. If all or a part of the Platform is suspended by

Newton's Tree under clause 13.1 for a period of seven (7) or more consecutive days, Newton's Tree shall be entitled to terminate this Agreement immediately on written notice to the Customer.

14. INTELLECTUAL PROPERTY

- 14.1. Newton's Tree and / or its licensors owns all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trade marks, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals ("Intellectual Property Rights") in the Platform, the Deliverables and all other materials provided to the Customer pursuant to this Agreement, but specifically excluding the Applications, which shall be owned by the relevant Suppliers and their respective licensors.
- 14.2. The Customer and / or its licensors own the Intellectual Property Rights in the Customer Content. Subject to clause 17.9, the Customer grants Newton's Tree a non-exclusive, sub-licensable licence during the term of this Agreement to use, copy, modify and incorporate into the Platform, the Customer Content for the purposes of performing its obligations and exercising its rights under this Agreement, including for the purposes of delivering the PMS Service (where agreed by the Customer pursuant to the Order Form or clause 11.3). The Customer shall indemnify Newton's Tree against all costs, damages and losses incurred or suffered by Newton's Tree which arise from any action or claim that the Customer Content or use of it infringes any Intellectual Property Rights of a third party.
- 14.3. The Customer acknowledges that Newton's Tree shall own the Intellectual Property Rights in any feedback, suggestions, modifications, improvements, or ideas provided by the Customer and/or the Users in relation to the Platform (the "Feedback"). The Intellectual Property Rights in the Feedback will vest automatically upon creation in Newton's Tree
- 14.4. If ownership does not automatically vest in accordance with clause 14.1 or clause 14.3, the Customer shall at Newton's Tree's cost, promptly enter into such documentation as is reasonably required by Newton's Tree to vest ownership of Intellectual Property Rights in accordance with clause 14.1 and/or clause 14.3.
- 14.5. The Customer acknowledges that the software which forms part of the Platform may contain open source code, documentation and configuration files which are licensed under the Apache License, Version 2.0, a copy of which is available at <http://www.apache.org/licenses/LICENSE-2.0> and/or the MIT License, a copy of which is available at <https://opensource.org/license/mit/>.
- 14.6. The Intellectual Property Rights in all Applications or any output generated from the Customer's use of an Application, shall remain unaffected by this Agreement.
- 14.7. Newton's Tree shall indemnify the Customer against all costs and damages finally awarded against the Customer by a Court, which arise from any action or

claim that the use of the Platform or Deliverables by the Customer and / or the Users infringes any Intellectual Property Rights of a third party provided that:

- 14.7.1. the Customer gives written notice to Newton's Tree of any action or claims immediately following receipt of them;
 - 14.7.2. the Customer makes no admission of liability and gives Newton's Tree sole authority and control to defend or settle the action or claims;
 - 14.7.3. the Customer gives Newton's Tree all reasonable information, cooperation, and assistance in connection with the action or claims; and
 - 14.7.4. the action or claims have not arisen as a result of the Customer and / or the Users: (a) using or combining the Platform or Deliverables with any unauthorised equipment, software or materials outside of the Platform or Deliverables; (b) modifying, or permitting a third party to modify, the Platform or Deliverables without Newton's Tree's prior written consent; (c) using the Platform or Deliverables in breach of the terms of this Agreement; and / or (d) use of the Customer Content in conjunction with the Platform.
- 14.8. In dealing with any action or claim for infringement of a third party's Intellectual Property Rights, Newton's Tree may at its own expense and option:
- 14.8.1. pay for the right to continue using the Platform or the Deliverables (as applicable);
 - 14.8.2. make any changes to the Platform or the Deliverables (as applicable) without materially reducing its functionality; or
 - 14.8.3. replace Platform (or Deliverables, as applicable) with other software or services which has functional equivalence.
- 14.9. This clause 14 states Newton's Tree's entire liability to the Customer in respect of the infringement of the Intellectual Property Rights of any third party.

15. CONFIDENTIAL INFORMATION

- 15.1. Each party that receives ("Receiving Party") Confidential Information from the other ("Disclosing Party"), whether before or after the date of this Agreement shall: (i) keep the Confidential Information confidential; (ii) (subject to clause 11.3) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clause 15.2, or 14.3; and (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement ("Permitted Purpose").
- 15.2. The Receiving Party may disclose Confidential Information to any of its officers, directors, employees, agents and advisers and relevant Suppliers who reasonably need to know for the Permitted Purpose (each a "Permitted Third Party"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this clause 15 of such Permitted Third Party as if such Permitted Third Party was the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is

made aware of and complies with all the Receiving Party's obligations of confidentiality under this clause 15.

- 15.3. If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order for providing for the confidentiality of such information.
- 15.4. This clause 15 does not apply to any Confidential Information received by the Receiving Party from the Disclosing Party which: (i) is or becomes public knowledge (unless by breach of this Agreement); (ii) was already in the possession of the Receiving Party without restriction as to its disclosure; (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or (iv) is information independently developed without access to the Disclosing Party's Confidential Information.

16. CUSTOMER CONTENT

- 16.1. The Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content in each applicable jurisdiction.
- 16.2. The Customer warrants that: (a) it is entitled to provide the Customer Content to Newton's Tree; and (b) that the Users and any and all relevant third parties have given their consent for Newton's Tree to receive and use the Customer Content in accordance with this Agreement.
- 16.3. The Customer shall (and shall procure that the Users shall) ensure that the Customer Content does not contain any data or content which: (a) is unlawful; (b) infringes the rights of any third party; and / or (c) is discriminatory, threatening, offensive, abusive, indecent, obscene, menacing, defamatory, fraudulent or otherwise unlawful or objectionable, in each case, in any applicable jurisdiction ("Prohibited Material"). Should the Customer Content include any Prohibited Material, Newton's Tree may, without liability or prejudice to its other rights, disable the Customer's (and any User's) access to the Platform or remove any and all Customer Content from its servers and / or suspend the Platform, whichever Newton's Tree (at its sole discretion) deems appropriate.

17. DATA PROTECTION

- 17.1. In this Agreement the terms: "data controller", "data processor", "personal data", "process", "data subject" and "personal data breach" have the meanings given to them in the Data Protection Legislation.
- 17.2. The parties shall each comply with their respective obligations under the Data Protection Legislation.
- 17.3. The parties acknowledge that for the purposes of the Data Protection Legislation, where Newton's Tree processes any Customer Personal Data (as defined under Schedule 4) on the Customer's behalf when performing its obligations under this Agreement, the Customer shall be the data controller of such personal data and Newton's Tree shall be the data processor, and Schedule 4 sets out the scope, nature, purpose and duration of processing and the types of personal data and categories of data subject. For the avoidance of doubt, the parties acknowledge that

each Supplier shall be a separate sub-processor, acting under the instructions of Newton's Tree, in accordance with processor to sub-processor terms under the relevant NT Supplier Agreement.

- 17.4. Without prejudice to the generality of clause 17.2, the Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to Newton's Tree and each Supplier, and / or lawful collection of the Customer Personal Data by Newton's Tree on behalf of the Customer for the duration and purposes of this Agreement.
- 17.5. Without prejudice to the generality of clause 17.2, Newton's Tree shall, in relation to any Customer Personal Data processed in connection with this Agreement: (i) process the Customer Personal Data in accordance with the terms of this Agreement and on the Customer's documented instructions unless Newton's Tree is required by applicable laws to otherwise process that Customer Personal Data, in which case it shall notify the Customer of this before performing the processing (unless prohibited from doing so); (ii) take reasonably appropriate technical and organisational measures against unauthorised or unlawful processing of the Customer Personal Data or its accidental loss, destruction or damage; (iii) ensure that all personnel who have access to and / or process the Customer Personal Data are obliged to keep the Customer Personal Data confidential; (iv) assist the Customer, at the Customer'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; (v) notify the Customer without undue delay on becoming aware of a personal data breach; (vi) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Agreement unless required by applicable laws to store the Customer Personal Data; (vii) maintain complete and accurate records and information to demonstrate its compliance with this clause 17 and immediately inform the Customer if, in the opinion of Newton's Tree, an instruction infringes the Data Protection Legislation.
- 17.6. Newton's Tree shall not transfer any Customer Personal Data outside the UK and/ or the European Union unless the prior written consent of the Customer has been obtained (such consent not to be unreasonably withheld or delayed) and: (i) the Customer or Newton's Tree has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; and (iii) Newton's Tree complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Personal Data that is transferred.
- 17.7. Newton's Tree shall not appoint a third party sub-processor of Customer Personal Data under this Agreement without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed). For the purposes of this clause 17, each Supplier who is appointed by the Customer shall be deemed to be approved as a sub-processor. Newton's Tree shall enter with any approved third

party sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 17 and in any case which Newton's Tree confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and Newton's Tree, Newton's Tree shall remain fully liable for all acts or omissions of any third party sub-processor appointed pursuant to this clause 17.7. The parties hereby acknowledge and agree that the Customer has provided its written consent to the appointment of the third parties (other than the Suppliers) referred to in Schedule 4 for the purposes of this clause 17.7.

- 17.8. Where Newton's Tree processes any Customer Personal Data on the Customer's behalf the Customer shall ensure that it is entitled to transfer that Customer Personal Data to Newton's Tree so that Newton's Tree may lawfully use, process and transfer the Customer Personal Data in accordance with this Agreement.
- 17.9. The Customer acknowledges and agrees that Newton's Tree shall be entitled to: (a) anonymise and aggregate Customer Personal Data and other aggregated Customer Content, freely and in perpetuity to the extent necessary to: (i) protect the Customer; (ii) provide, protect, and improve Newton's Tree's or the Hosting Provider's products and services; (iii) provide statistical analysis; (iv) protect the integrity of any data held by Newton's Tree; and / or (v) ensure its and Customer's compliance with this Agreement and / or any applicable laws or regulations; and (b) disclose such data and information if required by law, to enforce this Agreement, or to protect Newton's Tree's rights or those of Newton's Tree's customers; and (c) use cookies on the Platform.
- 17.10. Customer acknowledges that Newton's Tree shall have in place and maintain throughout the duration of this Agreement, a business continuity and disaster recovery (BCDR) plan, which Newton's Tree shall implement in the event of a serious incident affecting the Platform or System (As determined by Newton's Tree). The said BCDR plan shall ensure that Newton's Tree responds to any such serious incident in a timely manner, minimising disruption, mitigating risks and using reasonable endeavours to ensure suitable resilience and recovery of the System following such an event.

18. LIABILITY

- 18.1. References to liability in this clause 18 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.2. Nothing in this Agreement shall exclude or limit either party's liability for: (i) death or personal injury caused by its negligence; and / or (ii) fraud or fraudulent misrepresentation; and/or (iii) any other type of liability which cannot be excluded or limited under applicable law.
- 18.3. Newton's Tree shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
 - 18.3.1. loss of profits (whether direct or indirect),
 - 18.3.2. loss of business (whether direct or indirect),
 - 18.3.3. loss of revenue (whether direct or indirect),

- 18.3.4. loss of savings (whether anticipated or otherwise and whether direct or indirect),
- 18.3.5. depletion of goodwill and / or similar losses or loss (whether direct or indirect); or
- 18.3.6. corruption of, damage to or loss of data or information (whether direct or indirect), or
- 18.3.7. pure economic loss,
- 18.3.8. or for any other special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

18.4. The Customer:

- 18.4.1. assumes sole responsibility for results obtained from the use of the System by the Customer and Users, and for conclusions drawn from such use. Newton's Tree shall have no liability for any damage caused by errors or omissions in any Customer Content or other information, materials, instructions or scripts provided to Newton's Tree by the Customer in connection with the System, or any actions taken by Newton's Tree at the Customer's direction; and
- 18.4.2. acknowledges that the Platform has been designed to support (and not to entirely replace) human decision making in its use in the clinical environment. Accordingly, the Customer agrees and accepts that the outputs of the Platform should be reviewed, interpreted and relied upon in conjunction with an adequate level of decision making by a skilled and sufficiently trained professional in the medical field ("Required Human Interpretation"), and Newton's Tree accepts no liability for any adverse consequences where the Customer or any User fails to apply such Required Human Interpretations in conjunction with the outputs of the Platform.

- 18.5. Customer hereby acknowledges, agrees and accepts that Newton's Tree shall not be liable to the Customer whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for any losses, damages, costs, expenses or other liability which the Customer suffers or incurs in respect of any Application, against any Supplier and otherwise under any Supplier Customer Contract.
- 18.6. Subject to clauses 18.2 to 18.5, each party's total aggregate liability to the other party during the term of this Agreement shall not exceed:
 - 18.6.1. in respect of any indemnity given by a party under this Agreement or breach of clause 17, an amount equal to 200% of the Fees paid or payable to Newton's Tree; and
 - 18.6.2. in respect of all other breaches or liability arising hereunder, an amount equal to 100% of the Fees paid or payable to Newton's Tree.
- 18.7. All warranties, conditions and other terms implied by statute (including in respect of merchantability, quality or fitness for purpose of the Platform, Deliverables or Hardware) are excluded from this Agreement to the fullest extent permitted by law.

19. CHANGES

- 19.1. No changes to this Agreement shall be valid unless made in writing and signed by the authorised

representatives of both parties.

20. DISPUTES

- 20.1. Any dispute arising under this Agreement should first be escalated to the senior management of each party. If the dispute remains unresolved for more than twenty (20) Business Days, the parties will attempt in good faith to resolve the dispute by mediation. The foregoing provisions of this clause 20.1 shall not apply to any disputes over recovery of a debt, and shall not restrict either party from seeking injunctive relief.

21. GENERAL PROVISIONS

- 21.1. New legislation. In the event of any new legislation or binding regulatory or industry guidance being issued which requires the parties to amend the terms of this Agreement, the parties shall promptly enter into good faith discussions with each other, with the objective of amending this Agreement as soon as reasonably practicable in order to ensure its compliance with such new legislation or guidance (which may include the addition of template contractual clauses mandated or recommended by a relevant regulatory body).
- 21.2. Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 21.3. Publicity. Each party shall be entitled to publicise its relationship with the other party and the existence and / or nature of this Agreement in its press releases, announcements, and / or its sales and marketing literature.
- 21.4. Third Party Rights. The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. The Users shall have no rights to enforce or rely upon any of the provisions of this Agreement.
- 21.5. Relationship. Nothing in this Agreement shall render the other party a partner or an agent of the other and neither party shall purport to undertake any obligation on the other party's behalf nor expose the other party to any liability nor pledge or purport to pledge its credit.
- 21.6. Force Majeure. Save in respect of any payment obligations set out herein, neither party shall be in breach of this Agreement to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of a Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the

relevant party, and includes, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (iv) strikes, lock-outs or other industrial actions, or trade disputes; (v) difficulties in obtaining raw materials, labour, fuel, parts, or machinery; (vi) power failure or breakdown in machinery; (v) unavailability of or issues in third party networks or services, including (without limitation) the internet; (vi) epidemic or pandemic; (vii) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or (viii) non-performance by (or insolvency of) suppliers or subcontractors.

- 21.7. Entire Agreement. This Agreement supersedes any prior contracts, arrangements and undertakings between the parties, whether written or oral, in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter. The Customer agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into this Agreement and its only remedies can be for breach of contract (unless the statement was made fraudulently).
- 21.8. Severance. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 21.9. No Waiver. No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice to those rights.
- 21.10. Notices. All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the postal or email address of the recipient set out in the Order Form or in the definition of Newton's Tree, or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, or by email and shall be deemed to have been served if by hand when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), or if by email immediately.
- 21.11. Governing law and jurisdiction. This Agreement (and any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with it or its subject matter or formation) is governed by the laws of England and under the exclusive jurisdiction of the courts of England and Wales.