

MASTER CLIENT AGREEMENT

This MASTER CLIENT AGREEMENT between Altera Healthcare (IT) UK LTD ("**Altera**"), with its principal place of business at 31 Temple Street, Birmingham, B2 5DB, and _____, with its principal place of business at _____ ("**Client**") is effective as of the latter of Altera or Client's signature below ("**Effective Date**"). Altera and Client may also be referred to hereunder as a "**Party**" or collectively as "**Parties**".

1. Agreement. This Agreement consists of these terms and conditions, attached exhibits, Client Orders signed by the Parties, and other amendments signed by the parties (collectively, the "**Agreement**"). The specific Software (as defined further in Clause 3) licensed to Client, any equipment ("**Equipment**") and/or any Professional Services, Support Services, subscription services, and other services provided by Altera under this Agreement (collectively, "**Services**") are set forth in Client Order(s).

2. Term. The term of this Agreement begins on the Effective Date and ends on the end-date of the last defined Term for Services or Software, unless this Agreement is terminated earlier under Clause 14 of this Agreement (the "**Term**"). The Terms for Services and licences of Software are set forth in the applicable Client Order(s). If no term is set forth in a Client Order, the Term shall be a three (3) year initial term that automatically renews for additional three (3) year terms (each a renewal term), unless either Party provides the other written notice of non-renewal at least six (6) months prior to the expiration of the then-current initial or renewal Term.

3. Client License.

3.1 **Licence.** Subject to Client's compliance with the terms of this Agreement, Altera grants to Client a limited, non-exclusive, non-transferable right and licence to use, and permit Authorised Users to use, in the United Kingdom (either at the Client's site or by remote access), the executable version(s) of the generally-available Altera proprietary software and/or content ("**Altera Software**") and the generally-available third party proprietary software and/or content ("**Third Party Software**"), specified as being licenced to Client in a Client Order (collectively, "**Software**"). Client's licence shall either be perpetual or a term licence for the term of the applicable Client Order, provided that (a) unless otherwise set forth in a Client Order, all licences to use Altera Software that is hosted by Client are perpetual and (b) all licences to use Third Party Software and to use Altera Software that is made available through a cloud-based environment are term licences for the term of the applicable Client Order. For clarification, Software that is made available through a cloud-based environment is considered "Software" under this Agreement. The term "Software" includes associated updates, content, and deliverables provided to Client, and Altera then-current user documentation ("**Documentation**"). Client may use the Software only (a) in accordance with the Documentation, (b) for Client's own internal business purposes, and (c) for Client's transactions for care delivered primarily from the applicable Facilities for which Software is licensed or in connection with such other usage-based metrics set forth in a Client Order. "**Facilities**" means facilities that are owned or leased and managed by Client. For some Software, including Software licensed by location, Facilities are listed on a Client Order. Client is responsible for each Authorised User's compliance with this Agreement. "**Authorised Users**" means Client authorised persons and entities who support or facilitate Client's business of providing medical care, including (a) Client's employees and authorised agents, and (b) Client's nurses, physicians, and technicians. Authorised Users may include third party consultants and other independent contractors who are not employees and are performing services for Client, provided that (i) such Authorised Users must sign a written agreement, prior to receiving access to the Software, with confidentiality protections and licence restrictions substantially similar to those in this Agreement and (ii) such use is solely for the benefit of Client. Notwithstanding the foregoing, Authorised Users shall not include any competitors of Altera.

3.2 **Features for Customisation.** The Software may include features designed to permit Authorised Users to customise certain content, templates, interfaces, or other software functions (collectively, "**Customisation Features**"). Client shall comply with all applicable Documentation, and all limitations set forth in the Agreement for Customisation Features. For clarification, the Customisation Features and items created with the Customisation Features are part of the Software.

3.3 **Restrictions.** Client shall implement and use reasonable access controls, passwords and other reasonable security measures when using the Software. Except as otherwise expressly permitted herein, Client shall not authorise or permit any third parties, other than Authorised Users, to access or use any Software. Client shall not, and shall not authorise any third party to: (a) make any copies of the Software except as expressly permitted by Altera in writing, in advance or make more than a reasonable number of copies of the Documentation for internal use only; (b) use any Software to provide any data processing, outsourcing, time sharing, service bureau, billing services, or any

other services for the benefit of any third party; (c) attempt to decompile, disassemble, translate or reverse engineer any Software; (d) install any Software on any hardware or equipment that is not owned or leased by Client or that is located outside of the Facilities for which such Software is licenced, unless expressly authorised in writing, in advance by Altera; (e) grant any third party any right, title, interest, lien or option in or to any Software; (f) remove, alter, add, or obscure any intellectual property or other notice included in any Software; or (g) create any derivative works of any Software.

Altera Software may be subject to additional solution specific terms which are set forth at <http://www.alterahealth.com/legal> or a successor site. Third Party Software may include third party required terms for the licence and/or use of Third Party Software provided hereunder and/or in a Client Order ("**EULAs**") and/or other additional or modified restrictions applicable to use of such Third Party Software and all such provisions are incorporated herein. The EULAs shall govern in the event of any conflict with any other provisions with respect to the Third Party Software and are available for review at <http://www.alterahealth.com/legal> or a successor site.

- 3.4 **Replacement and Substitution of Software.** Altera may, at its discretion, require Client to replace any Software for the balance of the then-applicable term with a reasonably comparable substitute on substantially similar terms, and Client shall promptly replace such Software. Before delivery, Altera may substitute ordered items with reasonably comparable alternatives on substantially similar terms. There shall be no increase in the associated licence fees resulting from such replacement or substitution.

4. Equipment.

- 4.1 **Equipment.** Altera will use commercially reasonable efforts to cause Equipment to be delivered by the mutually agreed upon delivery dates. Title and risk of loss pass to Client upon shipment. Any specified shipping charges are estimates only and actual shipping costs shall be invoiced as incurred. Client shall be responsible for all costs of insurance, taxes, storage, and transportation. Unless otherwise specified in a Client Order, site preparation and installation of the Equipment shall be Client's responsibility. Acceptance of Equipment shall occur on the earlier of the tenth (10th) day after Altera completes installation (if Professional Services include installation) or the thirtieth (30th) day after delivery, unless (a) the Equipment, as delivered, materially fails to conform with manufacturer's published specifications, (b) Client provides Altera written notice of its rejection within such period, and (c) Client promptly makes the Equipment available for evaluation. Client's sole remedies for such rejected Equipment are that upon receipt of such Equipment from Client, Altera (or the manufacturer/vendor) shall either (i) repair or replace the Equipment, or (ii) cancel the purchase of such Equipment and refund the associated fees paid by Client.
- 4.2 **Security Interest.** By signing this Agreement, Client grants to Altera a first priority security interest in the Equipment which will continue until all of Client's obligations to Altera are fully paid and performed. Client agrees that Altera may file such security documentation as may be required under applicable law on Client's behalf to protect Altera's interest in the Equipment. Client is obligated to pay for the Equipment even if Client has a claim against Altera.
- 4.3 **Warranty Assignment.** To the extent assignable by Altera to Client, Altera assigns to Client any third party warranties and indemnities for the Equipment (including any third party software loaded on the Equipment) and Third Party Software. Client's sole and exclusive remedy for the breach of any such third party obligations shall be against the applicable third party manufacturer or vendor, and not against Altera.

5. Professional Services.

- 5.1 **Professional Services.** Altera shall perform the implementation, consulting and/or training services specified in applicable Client Order(s) or statements of work ("**Professional Services**") purchased by Client in a professional and workmanlike manner. If Client requests emergency services that are not set forth in a Client Order, Altera may perform the services at its discretion and Client shall pay for such service at Altera then-current rates. Unless otherwise specified in the Client Order, all Professional Services shall be performed in accordance with Altera's then designated implementation methodology.
- 5.2 **Procedures.** Client shall follow Altera's then-current administrative procedures for enrolment, re-scheduling, or cancelation of training courses. Altera reserves the right to cancel or reschedule any training course due to minimal enrolment. Should Client postpone any previously agreed-upon implementation date for any reason (other than circumstances beyond its reasonable control) without providing Altera at least fourteen (14) days prior written notice, Altera may charge a fee of up to £2500 per postponement.

5.3 Interface(s). Except as otherwise specified in a Client Order, Professional Services for interfaces will be provided remotely. Client shall comply with then-current connectivity requirements between the Altera Software and Client's third party systems.

6.Support Services. During the Term for Support (the "**Support Term**"), Altera shall provide support services for the current and one preceding generally available releases of the Software in accordance with this Clause 6, as modified and/or supplemented by other exhibits and/or Client Orders ("**Support Services**"). The scope of Support Services provided is dependent on whether the Software is Altera Software or Third Party Software, as further described below.

6.1 Error Corrections. Altera shall provide to Client software modifications or workarounds to correct any Errors ("**Error Corrections**"). "**Error**" means any failure of the Altera Software, as implemented and used in accordance with this Agreement, to operate substantially in conformance with the material functional descriptions in the applicable Documentation. Client shall promptly advise Altera in writing of any known or reasonably suspected Error within thirty (30) days of discovery. Client shall provide all necessary access to Client's systems and personnel as needed for Altera to provide Support Services, including without limitation software, services, portals and firewalls.

6.2 Enhancements and Releases. With respect to Altera Software, Altera shall provide software updates, enhancements and releases made generally available by Altera to its client base ("**Updates**"). Altera provides no representations regarding the frequency or functionality of Updates. Updates may require changes to Client Supplied Products (defined in Clause 6.7), which Client must procure and implement in a timely fashion and at Client's expense. The Documentation is subject to change, and Altera shall promptly make such changes available to Client.

6.3 Old Releases. If Client is using any Old Release, Altera may, upon at least six (6) months advance notice, increase on a go forward basis the then-effective, recurring Support Services fees ("**Current Rate**") by up to fifty percent (50%) and thereafter, upon at least sixty (60) days advance notice, by up to a further thirty-three percent (33%) (amounting to a potential aggregate 100% increase of the Current Rate). An "**Old Release**" means (a) any release of any Altera Software other than the then-current release and the immediately preceding release, or (b) any Third Party Software release designated by the applicable third party vendor or Altera to be non-current. If Altera charges for and Client timely pays a premium for an Old Release, Altera will make commercially reasonable efforts to respond to properly submitted support requests for the corresponding Old Release in a timely fashion during normal business hours and may offer any available workarounds, but, notwithstanding anything else, will not be obligated to meet any response windows or provide any code changes for that Old Release. Upon at least ninety (90) days advance notice, Altera may designate any Old Release to also be a "**Sunset Release**" (whether or not Altera has previously increased the associated Current Rate). At any time, upon notice, Altera may terminate (with or without cause) Support Services for any Sunset Release (and the *pro rata* portion of Client's remaining Support Services fees corresponding to that Sunset Release for the then-unexpired portion of the corresponding Support Term).

6.4 Altera Regulatory Requirements. During the term of Support Services for applicable Altera Software, Altera shall provide such regulatory updates, to the extent any UK law or regulation applies specifically to the functionality of the Altera Software (as defined in the applicable Documentation) that cannot be addressed by a modification of a Client business process, (including without limitation regulations issued pursuant to the Data Protection Act 2018, UK GDPR, and applicable NHS and Care Quality Commission requirements ("**Regulatory Updates**"). Any Regulatory Updates shall not include any products or services that add on to or function separately from the Altera Software. If Altera provides a Regulatory Update that requires: (a) communication links, (b) interfaces to outside databases, (c) third-party technologies to be incorporated into the Altera Software, (d) additional hardware or hardware upgrades, (e) additional software development efforts or (f) additional Altera services, including but not limited to, implementation services, training services or support services, Altera may charge, and Client agrees to pay, for such additional items. To the extent any such regulations permits more than one means to satisfy a requirement, Altera may select any reasonable method to satisfy that requirement. Altera shall provide Regulatory Updates within a reasonable timeframe after the applicable regulatory authority has enacted and publicly released the final and binding regulatory requirement.

6.5 Third Party Software. Altera shall either (a) transfer assignable warranties and indemnities for Third Party Software to Client or (b) if transfer is not possible, use reasonable efforts to enforce any applicable warranties or indemnities provided to Altera, by the vendors of the Third Party Software, for the benefit of Client. Unless otherwise provided in the EULA, Client and Altera agree that first level support for Third Party Software Errors shall be handled in the same manner as first level support for Altera Software. For any Third Party Software Error that cannot be resolved by Altera support, Altera agrees to act as a liaison with the third party vendor to resolve issues and errors, but Altera has no obligation to ensure that the issue or error is finally resolved or fixed.

- 6.6 Viruses. Altera shall not include in any Altera Software and will use commercially reasonable efforts so that the Altera Software, upon delivery to Client, does not include any viruses, worms, Trojan horses or other malicious code (collectively, "**Viruses**"). Client shall use commercially reasonable efforts to not introduce any viruses into any Software.
- 6.7 Client Environment. Except as set forth in a Client Order, Client is solely responsible for procuring, implementing, and maintaining all Client Supplied Products. "**Client Supplied Products**" means equipment, software, services (including Internet access and other telecommunication services), technology, data, facilities, and systems used in connection with Client's use of any Software. Unless otherwise provided in a Client Order, Client is responsible for all system administration tasks including: monitoring capacity and performance, installing updates, managing user ids, mailboxes, and software patches, and Microsoft Exchange™ administration. Client shall provide accurate and complete information about Client's computer system infrastructure and environment and transaction and user volumes. Client shall promptly notify Altera of any material changes in this information and acknowledges that the fees are based on Client's initial disclosed information and metrics set forth in the Client Order.
- 6.8 Limitations and Exclusions. Altera shall be obligated to provide those Support Services purchased by Client, for the Software identified in a Client Order during the Support Term defined in the Client Order (the "**Support Term**"). Support Services do not include implementation or training services. Altera is not responsible for any errors or problems with any Software or any performance failures hereunder to the extent they are caused by any of the following: (i) modifications to the Software by anyone other than Altera or at the direction of Altera; (ii) any misuse, capacity, or failures of any Equipment (subject only to Altera's compliance with Clause 4), Client Supplied Products, or Third Party Software; (iii) any inaccuracy of any or failure to timely advise Altera of any material change in any information disclosed by Client in Clause 6.7; (iv) Client's failure to install or to allow Altera (or its designee) to install, any Error Correction, Regulatory Update or other update made available to Client; (v) any Client breach hereunder or any negligent or wilful act or omission of Client or any third party engaged by Client; (vi) any data import or implementation by Client and/or use of any Software that is not in accordance with the Documentation or this Agreement; (vii) any virus, worm, Trojan horse or other malicious code that does not directly result from Altera's breach of Clause 6.6; (viii) any corruption, damage, loss, breach of security, or mis-transmission of data not caused by Altera's gross negligence; (ix) any Error that is not reproducible and verifiable by Altera; (x) installation, moving, or removing Equipment, including peripherals; (xi) failure of electric power, air conditioning, or humidity control; (xii) vulnerability scans or penetration tests of the Software performed by Client or its contractors; or (xiii) any stated assumptions in the Agreement that are incorrect. After the expiration or termination of a Support Term, Client's continued licensed use of the corresponding Software shall be on an "AS-IS" basis and all Altera representations, warranties, and other obligations for to such Software will immediately terminate and be of no force or effect. This Clause 6.8 shall govern in the event of any conflict with any other provisions in the Agreement.

7. Payment Terms.

- 7.1 General Payment Terms. Client agrees to pay and shall pay to Altera: (a) all fees and costs set forth in this Agreement and Client Order(s) by the due dates specified in the Client Order (or if not specified, within thirty (30) days of the date of Altera's invoice), and (b) renewal fees for any renewable Services (including Support Services) and any renewal or subscription Software licence fees upon commencement of the renewal term. The rate for such renewal fees shall be Altera's then current rates in effect on the day immediately preceding such renewal term. All fees are expressed in and payments will be made in Pounds Sterling. Client shall (a) maintain reasonably detailed records to verify its compliance with the licence terms, payment and other obligations hereunder, (b) retain such records for at least two (2) years after expiration or termination of this Agreement, and (c) make such records available for inspection and copying by Altera and its auditors promptly upon request.
- 7.2 Audit. Altera may, at any time, remotely monitor and audit usage of the Software and Services for the purposes of determining compliance with the Agreement. If an audit reveals that Client's use of the Software has exceeded the permitted use under this Agreement, Altera may invoice Client for such excess use and Support Services, including any pro-rated back Support Services fees, at Altera's then-current rates, and Client shall promptly pay such invoiced fees.
- 7.3 Annual Fee Adjustments. Except as otherwise set forth in a Client Order, any fees payable by Client may be increased annually by the lesser of (i) ten percent (10%) and (ii) the sum of (a) five percent (5%) plus (b) the percentage increase in the UK Consumer Price Index (the "**CPI**"), for the most recently completed 12-month measurement

period. Altera may also increase fees in an amount equal to any charges imposed by third parties for Third Party Software

- 7.4 Expenses. Client agrees to pay and shall pay to Altera all travel and other out-of-pocket expenses actually incurred by or on behalf of Altera in performance of its obligations under this Agreement in accordance with Altera travel and expense policies.
- 7.5 Taxes. Client agrees to pay and shall pay all taxes, customs, duties and assessments (exclusive of taxes based on Altera's net income) with respect to this Agreement. If Client claims an exemption from any such taxes, then Client shall provide to Altera appropriate evidence of such exemption and shall be responsible for any taxes Altera did not withhold based on such exemption and any associated penalties.
- 7.6 Fee Disputes. Client may withhold payment of any amount it disputes in good faith pending resolution of the dispute, provided that Client, (a) promptly notifies Altera in writing within thirty (30) days of discovering the dispute, (b) includes in such notice reasonably sufficient details and documentation regarding the dispute, (c) timely pays all other amounts due hereunder, and (d) works in good faith with Altera to resolve the dispute. All amounts not duly disputed and not paid when due shall accrue interest at a rate of twelve percent (12%) per annum (or, if less, the maximum rate allowed by applicable law) from the due date until the date of payment and may be sent by Altera to an attorney or collection agency. Except for such amounts that are duly disputed by Client, Client shall be responsible for paying all costs of collection, including, but not limited to reasonable attorneys' fees and, where lawful, collection agency fees.
- 7.7 Suspension. If there is a Suspension Event, in addition to any of its other rights or remedies, Altera reserves the right to immediately suspend all Services provided to Client, without liability to Client, until, the Suspension Event is resolved. "**Suspension Event**" means Client's account is fifteen (15) or more days overdue and/or Client (or a Client user) has used Software in a manner that is not in accordance with the Agreement and that materially degrades or jeopardises the performance and/or stability of the Software or the systems used to perform Services. During any period of suspension, fees for such Services shall continue to accrue. During any period of suspension, none of Altera's representations, warranties, or other obligations under the Agreement shall apply although fees for such Services shall continue to accrue.

8. Client Cooperation and Responsibility.

- 8.1 Cooperation.
- 8.1.1 Client shall complete implementation of available (a) Error Corrections and Regulatory Updates as promptly as reasonably practicable and (b) releases and enhancements provided by Altera within a reasonable period of time. Client shall obtain Altera's prior reasonable approval before implementing any updates to Third Party Software made available directly by a third party vendor.
- 8.1.2 Client will, at its expense, obtain and provide Altera in a timely manner with such data, Client infrastructure access and use, information, materials, third party and internal consents and approvals, and other cooperation and support as is reasonably requested by Altera in connection with the implementation, provision, and/or use of any Services, Software, and/or Equipment. Altera may access and use Client's software, equipment and systems (including by remote access) in connection with providing the Services.
- 8.1.3 Except as otherwise specified herein, it is Client's sole responsibility to provide for disaster recovery and business continuity with respect to, the systems and environment to run the Software, and data back-up.
- 8.1.4 Client shall provide a project lead to work with Altera to schedule Services. Client shall identify a "key" individual contact who is properly and timely trained in the use of the Software and will be Client's first line of support for Software issues. Client shall ensure that all Authorised Users are appropriately trained in use of the then-deployed release of the Software prior to their use of the Software in a live production environment.
- 8.1.5 Before any Software is used in a live production environment, it is Client's responsibility to make independent decisions about system settings and configurations based upon Client's needs, and reach its own independent determination that the Software as implemented is appropriate for live production use.
- 8.2 Medical Care. Client understands and agrees that Altera is not engaged in the practice of medicine and that the Software is an information tool only and is not a substitute for professional judgment of healthcare providers in diagnosing and treating patients. Client acknowledges that it shall have full and sole responsibility for its patients, and any use of or reliance by Client or Authorised Users upon the Software shall not diminish or alter such

responsibility. Client is responsible for all decisions, acts, and omissions in connection with the delivery of medical care or other services to patients. The Software is not designed for use, and Client shall not use the Software, in any system that provides medical care without the participation of properly trained personnel.

- 8.3 Third Party Content. Client acknowledges and agrees that the Software and Services may have features and functions that allow Client to access third party content within the Software and Services. Altera makes no representations or warranties regarding the accuracy of any such third party content and Client agrees that it is fully responsible for the use of such content.

9. Confidentiality.

- 9.1 Definition. "**Confidential Information**" means (i) the terms and conditions of this Agreement and any Client Order(s) and (ii) any information that the disclosing Party desires to protect against unrestricted disclosure that (A) if disclosed in tangible form, is designated in writing as "confidential"; (B) if disclosed orally or visually, is identified at the time of disclosure as "confidential"; or (C) a Party would reasonably believe to be confidential based on the nature of the information and circumstances and context of the disclosure even if not designated as "confidential". Any Software, software and materials used to provide Services and pricing are the Confidential Information of Altera.
- 9.2 Requirements. Each Party acknowledges that it will be exposed to Confidential Information of the other Party during the performance of this Agreement and shall only be entitled to use such Confidential Information for the purposes intended hereunder. Each Party agrees it will use the same degree of care in protecting the other Party's Confidential Information from disclosure to others as it uses in protecting its own confidential information of a similar nature. Altera and Client agree not to disclose Confidential Information of the disclosing Party to any third party, or use the Confidential Information for the benefit of any third party without the prior written consent of the disclosing Party. The receiving Party may disclose Confidential Information of the disclosing Party to the receiving Party's employees and contractors on a need to know basis and shall inform the recipients that they are bound by obligations of confidentiality. Each Party shall be liable under this Agreement for any breaches of this provision by any of its recipients. If a Party provides Confidential Information to its contractor, then (i) prior to receiving access to the Confidential Information, such contractor must sign a written agreement, with confidentiality protections substantially similar to those in this Agreement and (ii) such use must be solely for the benefit of such Party. Notwithstanding the foregoing, Client may not provide any Altera Confidential Information to any competitors of Altera. Altera may disclose that Client is a customer and an accurate summary of the parties' relationship, except for those confidential details Client has specifically advised Altera to keep confidential.
- 9.3 Exclusions. Confidential Information will not include any information that: (a) is already in the lawful possession of the receiving Party without obligation of confidentiality, (b) is independently developed by the receiving Party without use of the other Party's Confidential Information, (c) is or becomes publicly available without breach of this Agreement by the receiving Party, (d) is rightfully received by the receiving Party from a third party without obligation of confidentiality, or (e) is required to be disclosed pursuant to applicable law, a subpoena or under a court or government order provided, however, that the receiving Party shall provide as much notice as is reasonably possible to the other Party prior to disclosing such information and shall take such actions as reasonably necessary to try and afford confidential treatment to any such information.
- 9.4 Injunctive Relief. Both Parties agree that any breach of the confidentiality obligations under this Clause may result in irreparable damage for which there is no adequate remedy at law. Therefore, it is agreed that the non-breaching Party may be entitled to equitable relief, without the necessity of posting a bond or other undertaking, including permanent injunctive relief enjoining such breach, by a court of competent jurisdiction, in addition to whatever remedies it may have at law.
- 9.5 Altera Licence. Altera has a non-exclusive, fully-paid-up, royalty-free right and licence to reproduce, distribute, disclose, store, de-identify and otherwise modify, and otherwise use: (a) Client Confidential Information (including data entered into Client's Software) as required for Altera to perform its obligations and enhance and test Software and Services, (b) de-identified Client data on a perpetual, unrestricted basis and (c) NPI numbers associated with the de-identified patient data for aggregated data analyses. Altera may also contact Client or Client's medical providers for clinical trial and outcome study participation. Client shall cooperate with Altera to provide Altera with access to the above data.
- 9.6 Data Processing Addendum. Processing of Personal Data is covered by the Data Processing Addendum (DPA) attached to this Agreement. The parties hereby agree to execute the attached DPA.

10. Ownership. As between the Parties, Altera shall own all right, title and interest in and to all Software, Altera Confidential Information, and any Client feedback concerning any Software and all derivative works, and modifications of the foregoing. Without any additional consideration, Client hereby automatically and irrevocably assigns to Altera all right, title and interest in and to all such items.

11. Representations and Warranties.

- 11.1 Mutual. Each Party represents and warrants to the other Party during the Term that it shall exercise its rights and perform its obligations under this Agreement in accordance with all applicable laws and regulatory requirements that are binding on such Party.
- 11.2 Altera Software. During the Support Term for any Altera Software, Altera represents and warrants to Client that the Altera Software will substantially conform to the material functional descriptions in the applicable Documentation. To the extent the Altera Software does not conform to the above warranty, Altera shall provide Client Error Corrections in accordance with Clause 6 of this Agreement.
- 11.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN CLAUSE 11, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SOFTWARE, EQUIPMENT, AND SERVICES ARE PROVIDED "AS IS", AND ALTERA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ALTERA KNOWS, HAS REASON TO KNOW, OR HAS BEEN ADVISED OF ANY SUCH PURPOSE); (B) ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY CLIENT AS A RESULT OF PROVISION OR USE OF THE SOFTWARE, EQUIPMENT, SERVICES OR OTHER MATERIALS PROVIDED HEREUNDER; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE OPERATION OF ANY SOFTWARE OR PROVISION OF SERVICES.

12. Indemnification.

- 12.1 Injury and Property Damage. Each Party (as the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party (the "**Indemnified Party**") from and against third party claims and lawsuits ("**Claims**") and the indemnified Party's incurred damages, liabilities, settlements, judgments, costs and expenses resulting from such Claims that are awarded or adjudged by a court or arbitration panel with competent jurisdiction or approved in writing by the Indemnifying Party ("**Losses**"), in each case, to the extent resulting from or arising out of personal injuries, death, or damage to tangible personal or real property of any third party caused by the gross negligence of the Indemnifying Party while at the other Party's site, except no indemnification obligation of Altera shall apply if based on allegations of medical malpractice or other liability arising out of the delivery of (or the failure to deliver) medical care.
- 12.2 Intellectual Property. Altera shall defend, indemnify and hold harmless Client from and against Claims and Client's Losses resulting from such Claims to the extent they are based on allegations that the Altera Software, used by Client as expressly authorised during the applicable Support Term, infringes any third party copyright or UK. patent issued prior to the Effective Date or misappropriates any third party trade secret. The foregoing obligations of Altera set forth in this Clause 12 do not apply to any Claim or Loss to the extent it results from or arises out of (i) Client Confidential Information or Client's software, equipment or systems, (ii) the use of any Altera Software in combination with any technology, hardware, software, service, information, processes, and/or other property not provided by Altera hereunder or that Altera recommends not be used with such Altera Software; (iii) Client's use of Customisation Features and/or (iv) Client's continued use of the Altera Software after Altera has provided an IP Remedy. If any Altera Software is or is believed by Altera to infringe or misappropriate any third party intellectual property rights, then Altera, may, at its sole option and expense (each of the following, an "**IP Remedy**"): (a) obtain for Client the right to continue using such Altera Software on substantially similar terms to those contained herein; (b) modify or replace such Altera Software so that it becomes non-infringing and has substantially the same functionality; or (c) refund to Client a pro-rata portion of the licence fees paid amortised over a five (5) year period from the Effective Date (unless the term of the licence is less than five years in which case the licence fees shall be amortised over a one (1) year period from the Effective Date).
- 12.3 Procedures. An Indemnified Party's right to indemnification under this Agreement is conditioned upon: (a) prompt notice to the Indemnifying Party of any Claim for which indemnity is sought; (b) control of the preparation, defence and settlement thereof by the Indemnifying Party; and (c) reasonable cooperation by the Indemnified Party, at the

Indemnifying Party's request and expense, in the defence of the claim. The Indemnified Party shall have the right to participate in the defence of a claim by the Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment that imposes any material obligation or declaration of fault upon the Indemnified Party.

13. Limitations of Liability.

- 13.1 Limitations. Notwithstanding anything else, subject only to Clause 13.2, to the maximum extent permitted by applicable law, neither Party (nor Altera's vendors) shall be liable with respect to any Software, Services, Equipment and/or any other subject matter of this Agreement under any theory of contract, negligence, strict liability, or other legal or equitable theory for: (i) any special, incidental, consequential, exemplary, punitive, or other indirect damages of any character, including, but not limited to, loss of revenue or profits, replacement costs or lost business, even if the Party has been advised of the possibility of such damages; or (ii) in the aggregate, in any amount, greater than the fees paid by Client to Altera hereunder for the Software, Services and/or Equipment that is/are the subject of any claims during the twelve (12) month period before the first event, action, or omission giving rise to the claim. For clarification, any credits paid by Altera shall be offset against Altera's liability cap. All of the foregoing limitations shall apply notwithstanding any failure of essential purpose of any remedy.
- 13.2 Exclusions. The limitations of liability set forth in Clause 13.1 are (a) with respect to Altera's third party vendors, subject to any applicable EULA(s), and (b) shall not apply to the extent a claim results from or arises out of: (i) either Party's indemnity obligations hereunder; (ii) Client's breach of Clause 3 or any other licence restrictions set forth in the Agreement; (iii) either Party's breach of Clause 9; and/or (iv) Client's payment obligations hereunder. Any credit or refund provided by Altera may be offset by Altera against any amounts owed by Client.

14. Termination.

- 14.1 Termination for Cause. Either Party may terminate this Agreement by providing a written termination notice to the other Party if the other Party materially breaches the Agreement and does not, within sixty (60) days after receipt of a corresponding breach notice specifying in reasonable detail the nature of such breach, cure such breach in all material respects.
- 14.2 Effect of Termination. Upon termination of this Agreement, (a) each Party shall return or destroy the Confidential Information of the other Party, except that Altera may retain a copy of Client's Confidential Information as required to comply with regulatory requirements or for record keeping purposes only, (b) all Services and all of Client's licences hereunder shall terminate and Client shall immediately cease using (and shall ensure that all Authorised Users cease using), and return to Altera if practicable, and otherwise certify to Altera de-installation and non-use of, all associated Software and Services and (c) upon any non-renewal or termination of any services associated with Third Party Software, Client shall pay Altera for any fees associated with such Third Party Software for which Altera cannot terminate with the vendor. No termination shall relieve either Party of any payment or other obligations accrued at the time of termination. Clauses 3.3, 9, 10, 11.3, 12, 13, 14.2, 15 and 16 shall survive termination of this Agreement. For clarification, specific Services or Software licences may be terminated at the end of their Term (or as set forth in a Client Order) without terminating the entire Agreement.
- 14.3 Transition Services. During the term of the Agreement, upon Client's request and provided Client has paid all amounts due hereunder, Altera shall reasonably cooperate with Client and its designated service-providers (that are not competitors of Altera or employees or contractors of any competitors of Altera) to provide for an orderly transition of the Licensed Materials to alternatives therefor, and, subject to availability, Altera shall provide any reasonably requested services beyond its standard Support Services at its then-standard rates.

15. Dispute Resolution.

- 15.1 Negotiation. The Parties shall attempt in good faith to resolve any dispute hereunder pursuant to this Clause 15. Either Party may initiate negotiations by providing notice to the other Party, setting forth the subject of the dispute. Only if the dispute is not resolved through negotiation within thirty (30) days thereafter, may either Party initiate an arbitration or litigation of that dispute and then only in accordance with this Clause 15.

- 15.2 Arbitration. Each dispute that is not resolved under Clause 15.1 shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Article. Related actions between the Parties shall be consolidated. The number of arbitrator shall be one. Arbitration awards shall be final and binding upon the Parties, and judgment on any such award may be entered in any court having jurisdiction thereof. The arbitrator shall have no power or authority to award special, incidental, consequential, exemplary, punitive or other indirect damages that would be inconsistent with Clause 13 or the other provisions of this Agreement. All aspects of the arbitration and any award shall be confidential. Notwithstanding anything else, either Party may (a) seek equitable remedies from a court of competent jurisdiction and, if the disputes are urgent, seek provisional equitable remedies without following the informal dispute resolution terms of Clause 15.1, and (b) in lieu of arbitration, litigate disputes concerning ownership or unauthorised use or disclosure of Confidential Information or intellectual property in courts of competent jurisdiction, and upon commencement of any such proceeding, any arbitration then pending shall be stayed, insofar as it concerns the matters subject to decision by such court. The prevailing Party (if any, and as adjudged by the arbitrator shall be entitled to recover from the other the costs of arbitration and its attorneys' fees and expenses, provided that the arbitrator may eliminate or reduce such recovery on grounds that it is unreasonable or disproportionate to the harm suffered. To the extent permitted by applicable law, the Parties hereby waive their right to a jury trial in any actions under this Agreement.
- 15.3 Governing Law/Forum. This Agreement shall be governed by and interpreted according to the laws of England and Wales, disregarding any conflict-of-laws rules which may direct the application of the laws of another jurisdiction. The seat, or legal place, of arbitration shall be London, England. Each Party submits to this exclusive jurisdiction.

16. Miscellaneous Terms.

- 16.1 Entire Agreement. This Agreement contains the entire understanding of the Parties hereto with respect to the matters contemplated herein and supersedes all Client purchase orders and any agreements, communications, and understandings between the Parties. Subject to applicable law, in the event of any conflict between or among the provisions of two or more of the following listed parts of the Agreement, the following priority shall apply: (1) Client Order; (2) signed amendments, (3) Exhibits, (4) Software Specific Addenda, and (5) Terms & Conditions. No waiver or modification of this Agreement will be binding unless in writing and signed by each Party or, for a waiver, the Party waiving its rights. Client acknowledges that it has not relied on the availability of any future version of any Software or Service or any other future product or service in executing this Agreement. This Agreement and any amendment hereto may be executed in counterparts, and electronically scanned or facsimile signatures will have the same effect as original manual signatures.
- 16.2 Delivery. The Equipment (if any) and Software (including updates thereto) will be deemed delivered when sent via express carrier to Client's designated shipping contact(s) (or the Altera designated data centre, if the subject Software is to be remotely hosted hereunder by Altera), FOB shipping point, with delivery confirmed by the carrier (which shall be reasonably designated by Altera). Notwithstanding the foregoing, Altera may, at its option in each case, deliver Software and/or Documentation via one of the following methods (in lieu of physical shipment): (a) electronic download in accordance with Altera's then-standard policies and procedures; or (b) providing Client licence key(s) for access and use. Client may change its shipping contact information upon at least thirty (30) days advance notice to Altera. Software will be delivered in Altera's then-designated format and media and Services deliverables will be delivered via Altera's then-designated method.
- 16.3 Notices. Except as otherwise specified herein, all notices, to be valid, must be (a) in writing, (b) delivered in person or sent, postage prepaid, by certified or registered mail, return receipt requested, or by nationally-recognised private express courier, and (c) addressed to both the "Primary" and any "Required Copy" contact person(s) for the receiving Party designated on the signature line (or such other address/contact person(s) as such Party may specify by written notice to the other provided in accordance with this Clause). The effective date of a notice shall be the date of receipt. Notwithstanding the foregoing, if a facsimile number is designated on the Cover or via written notice for any applicable "Required Copy" contact person(s), the associated notice copy (but not the original) may be transmitted via facsimile to such facsimile number.
- 16.4 Intentionally Reserved.
- 16.5 Ethical Conduct and Discounts. Altera is committed to fair competition and the rule of law, including anti-corruption laws and international anti-corruption standards, and it is Altera's policy not to participate in bribes or corrupt activities of any nature. Client represents and warrants that it has exercised independent business judgment in

purchasing Services and Equipment and in licensing Software, and has not been offered, given, paid, promised to be given or paid any money or any other thing of value as an inducement to enter into this Agreement, nor is aware of any such offers, payments or promises to any personnel, third-party contractor or consultant of or working for Client. The Parties intend to comply with the UK Bribery Act 2010 and all applicable NHS and healthcare regulations. Client shall be solely responsible for determining whether the savings, rebates or discounts it receives under this Agreement must be reported or passed on to the NHS, government, or payers and for complying with such obligations.

- 16.6 Interpretation. No provision shall be construed against a Party by reason of the fact that such Party or its legal counsel drafted that provision, notwithstanding any rule of law or any legal decision to the contrary. For purposes of interpreting this Agreement: (a) the terms "includes" and "including" shall mean "include[ing]", without limitation"; and (b) headings contained herein are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 16.7 Assignment. Either Party may assign this Agreement, in whole or part, to an affiliate controlling, controlled by, or under common control with the assignor, and either Party may assign this Agreement to a successor to all or substantially all of the business or assets of the assigning Party, except that Client may not assign this Agreement to a competitor of Altera. Neither Party may otherwise assign this Agreement and any attempted assignment in violation of this section shall be null and void. This Agreement shall be binding on the Parties and their successors and permitted assigns.
- 16.8 Subcontracting. Altera may subcontract any Services and its other obligations hereunder, in whole or in part, provided that Altera shall remain responsible for performance of its obligations hereunder by any such subcontractors.
- 16.9 UCITA. Intentionally Omitted.
- 16.10 Insurance. Altera shall maintain, during the Term, the following insurance policies: (i) Commercial General Liability insurance with limits not less than one million pounds (£1,000,000) single limit per occurrence and two million pounds (£2,000,000) aggregate for bodily injury and/or death and/or property damages and/or personal injury; (ii) Workers' Compensation insurance with statutory limits; (iii) Employment Practices Liability insurance with an aggregate limit of at least one million pounds (£1,000,000); and (iv) Errors and Omissions insurance with an aggregate limit of at least five million pounds (£5,000,000). These policies shall be issued by insurance companies having a financial strength rating no lower than "A-" as rated by the A.M. Best Company. If any incumbent carrier of insurance required under this Agreement drops below the ratings required, Altera will use reasonable efforts to replace that carrier at the next scheduled policy renewal date with another carrier meeting the rating requirements specified herein, provided that unless the incumbent carrier is at serious risk of insolvency, Altera will not be required to change to a new replacement carrier if the policy offered by the replacement carrier is materially less favourable or materially more costly than the policy provided by the incumbent carrier. Altera shall, upon request, deliver to Client current certificates of insurance demonstrating that the insurance required herein is in force. Altera will give Client fifteen (15) days' notice prior to any cancellation or non-renewal of the policies required hereunder, provided that Altera shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Altera obtains similar coverage from another insurer, without a lapse in coverage.
- 16.11 Other. Nothing herein shall restrict the right of Altera to engage in any business or provide any products or services to any customers on any terms. In the event that any of the provisions of this Agreement are held to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The Parties are independent contractors under this Agreement. A Party shall not be liable for any delays or failure to perform (other than any licence, payment, or confidentiality obligations) as a result of causes beyond the reasonable control of such Party and not due to the negligence on the part of the Party claiming excuse for delay or failure. The Party claiming excuse must promptly notify the other of the event and its expected duration and use its reasonable efforts to mitigate its effects and perform hereunder. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

Signature page follows.

IN WITNESS WHEREOF, the Parties, by and through their duly authorised representatives, have entered into this Agreement as of the Effective Date.

ALTERA HEALTHCARE (IT) UK LTD.

By: _____
Authorised Signature

Name Printed, Title

Date

Contact Email

Contact Phone

CLIENT

By: _____
Authorised Signature

Name Printed, Title

Date

Contact Email

Contact Phone

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DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Call Off Contract for Software and Services ("**Agreement**") between Client and ALTERA HEALTHCARE (IT) UK LTD (together as "Parties").

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Agreement. Except where the context requires otherwise, references in this DPA to the Agreement are to the Agreement as amended by, and including, this DPA.

1. Definitions. Terms used, but not otherwise defined, in this DPA shall have the same meaning as those terms as set forth in the Agreement (including all Exhibits and Schedules) and Data Protection Laws. For purposes of this DPA:

- a. "Agreement" means the Call Off Contract and all Schedules.
- b. "Data Protection Laws" means UK Data Protection Act 2018.
- c. "DPA" means this Data Processing Addendum and all Schedules.
- d. "Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- e. "Data Subject" means the individual to whom Personal Data relates.
- f. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person Processed by Altera on behalf of Client under the Agreement. Such Personal Data may also include Special Categories of Personal Data or any variation on the term as defined in Data Protection Laws.
- g. "Personal Data Breach" means an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.
- h. "Processor" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- i. "Processing" means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- j. "Services" means the _____ services Altera provides under the Agreement;
- k. "Special Categories of Personal Data" means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of Genetic Data, Biometric Data for the purpose of uniquely identifying a natural person, Data Concerning Health or data concerning a natural person's sex life or sexual orientation.
- l. "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Controller in connection with this DPA.
- m. "Supervisory Authority" means an independent public authority which is established by a government agency or supervisory government authority pursuant to Data Privacy Laws.

2. Processing of Personal Data. With respect to the parties' rights and obligations under this DPA, the parties agree that Client is the Controller and that Altera is the Processor.

a. Altera:

- i. Shall comply with all applicable Data Protection Laws in the Processing of Personal Data;
- ii. Shall Process Personal Data only on Client's documented instructions unless required to do so by Data Protection Laws to which Altera is subject; in such a case, Altera shall inform Client of that legal requirement before the relevant Processing of that Personal Data, unless that law prohibits such information on important grounds of public interest; and
- iii. May Process Special Categories of Personal Data.

b. Client:

i. Instructs and authorises Altera to:

1. Process Personal Data; and
2. In particular, transfer Personal Data to any country or territory,

As reasonably necessary for the provisions of Services and consistent with the Agreement; and

ii. Warrants and represents that it:

1. is and will at all relevant times remain duly and effectively authorised to give the instruction set out in 2(b)(i); and
2. has obtained the prior written consent of each Data Subject to Process any Personal Data and Special Categories of Personal Data for any purpose in connection with this DPA and the Agreement.

- c. Annex 1 to this DPA sets out certain information regarding the Subprocessor's Processing of Personal Data as required by Article 28(3) of the UK GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Altera may make reasonable amendments to Annex 1 by written notice to Client from time to time as Altera reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this Clause 2(c)) confers any right or imposes any obligation on any party to this DPA.
- d. Processor Personnel. Processor shall take reasonable steps to ensure the reliability of any employee, agent, or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of this DPA and the Agreement, and to comply with applicable Data Protection Laws in the context of that individual's duties to Altera, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3. Security.

- a. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Altera shall in relation to the Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK GDPR; and
- b. In assessing the appropriate level of security, Altera shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

4. Subprocessing.

- a. Client authorises Altera to appoint (and permit each Subprocessor appointed) Subprocessors in accordance with this Clause 4.
- b. Altera may continue to use those Subprocessors already engaged by Altera as at the date of this DPA in each case without undue delay meeting the obligations set out in Clause 4(d).
- c. Altera shall communicate to Client, with or without written notice, the appointment of any new Subprocessor. If within 10 business days of such communication, Client provides reasonable written notice to Altera of any objections (on reasonable grounds) of the proposed appointment:
 - i. Altera shall work with Client in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor or appoint a new Subprocessor; and
 - ii. where such a change cannot be made within one hundred and twenty (120) days from Altera's receipt of Client's written notice, notwithstanding anything in the Agreement, Client may by written notice to Altera with immediate effect terminate or suspend the portions of the Agreement to the extent that it relates to the Services which require the use of the proposed Subprocessor without liability to either Party (but without prejudice to any fees incurred by Client prior to suspension or termination).
- d. Where Altera appoints a Subprocessor, Altera will impose data protection terms on the Subprocessor that provide at least as protective terms as this DPA and Altera will remain responsible for the acts or omissions of Subprocessors to the same extent that it is responsible for its own acts or omissions under this DPA.
- e. For the purposes of the Standard Contractual Clauses, Client provides a general consent to Altera to engage Subprocessors. Such consent is conditional on Altera's compliance with Clause 4 of this DPA.

5. Transfer Restriction. Client acknowledges and agrees that Altera may access and Process Personal Data on a global basis as necessary to provide the Services in the Agreement, and in particular that Personal Data may be transferred to and Processed by Altera in the United States and other jurisdictions where Altera has operations. Subject to the foregoing, where Altera Processes Personal Data outside of the UK, Altera will ensure such data transfers and any subsequent Processing is carried out in a country deemed adequate or pursuant to Standard Contractual Clauses (incorporated herein by reference) and/or in accordance with Articles 44 to 49 of GDPR.

6. Rights of Data Subjects. Altera shall, to the extent legally permitted, promptly redirect the Data Subjects to send their requests to Client or notify Client if it receives a request from a Data Subject for access to, rectification, portability, objection, restriction, or erasure of such Data Subject's Personal Data. Unless permitted or required by Data Protection Laws, Altera shall not respond to any such Data Subject request without Client's consent except to redirect the Data Subject to the Client. Altera shall provide such reasonable information and cooperation and take such reasonable action as the Client reasonably requests in relation to a Data Subject request.

7. Audits. Altera shall make reasonably available to Client such information as is reasonably necessary to demonstrate Altera's compliance with the obligations of this DPA. Altera shall reasonably cooperate with reasonable written notice by Client for legally required security audits (subject to mutual agreement on time, duration, place, scope, costs, and manner of the audit), and respond to reasonable requests for Reports. Altera shall make available to Client, no more than once every twelve (12) months, subject to any privileges and/or confidentiality obligations and agreements, copies or summaries or any third-party audit reports or certifications it maintains (such as ISO 27001:2013 or Cyberessentials certifications (or their equivalent under any successor standards)) that apply to the Service, to the extent Altera maintains such certifications in its normal course of business ("Reports"). Client acknowledges and agrees that any Reports shall be deemed proprietary and Confidential Information of Altera and any exercise of its audit rights under the Standard Contractual Clauses will be conducted in accordance with this Clause 7 of this DPA.

8. Personal Data Breach. Altera shall:

- a. notify Client without undue delay upon Altera or any Subprocessor becoming aware of a Personal Data Breach affecting Personal Data, providing Altera with necessary and sufficient information to allow Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Data Protection Laws; and
- b. reasonably co-operate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

9. Deletion or return of Personal Data. Upon the termination of the Agreement and this DPA, at Altera’s then-current fees, Altera shall promptly return to delete all of Personal Data, unless Data Protection Laws and/or Union or Member State law requires storage of the Personal Data.

10. General Terms

- a. IN NO EVENT WILL ALTERA OR ITS SUBPROCESSORS BE LIABLE TO CLIENT FOR (1) ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF OR CORRUPTION OF DATA, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT ALTERA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR (2) ANY DAMAGES OTHER THAN CLIENT’S ACTUAL DIRECT DAMAGES, SUBJECT TO THE LIMITATION OF LIABILITY AND LIABILITY CAP IN THE AGREEMENT.
- b. This DPA may only be modified or amended by a written agreement executed by both Parties.
- c. Nothing express or implied in this DPA is intended or shall be deemed to confer upon any person or entity other than Altera Client, and their respective successors and assigns, any rights, obligations, remedies, or liabilities and no one other than a Party to this DPA, their successors and assignees shall have any right to enforce any of its terms. This DPA will become effective on the Effective Date and remain in force for the term of Agreement.
- d. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties’ intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- e. Except as modified in this DPA, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorised representatives.

CLIENT:	ALTERA HEALTHCARE (IT) UK LTD
Authorised Signature	Authorised Signature
Printed Name, Title	Printed Name, Title
Date	Date

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Annex 1

List of Subprocessors
