



CONFIDENTIAL

Lucida Medical SaaS Agreement

Version 20260107.01

LUCIDA MEDICAL SAAS AGREEMENT

This agreement is dated [INSERT] ("Effective Date")

PARTIES

- (1) **LUCIDA MEDICAL LTD**, a company incorporated and registered in England and Wales with company number 12320979 and registered address at Allia Future Business Centre, Cambridge CB4 2HY, United Kingdom ("**Supplier**").
- (2) [FULL COMPANY NAME], a company incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR XXX NHS [Foundation] Trust, a public benefit organisation and healthcare provider with a registered address at [registered office address] ("**Customer**")

BACKGROUND

- (A) The Supplier owns and develops Pi™ (Prostate Intelligence™) software that uses AI to assist prostate cancer diagnosis ("**Software**").
- (B) The Customer wishes to evaluate and use Pi™ in clinical practice.
- (C) The Supplier has agreed to provide and the Customer has agreed to pay on a subscription basis for access to the Software and supplementary services subject to the terms and condition of this Agreement.

AGREED TERMS

1. Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation apply to this Agreement:

"Additional Usage" means any usage of the Software exceeding the Authorised Usage Limited.

"Additional Usage Fees" means any fees payable by the Customer to the Supplier for any Additional Usage during the Term, calculated in accordance with Schedule 1 (as amended from time to time in accordance with the terms and conditions of this Agreement).

"Agreement" means this agreement, together with its schedules, and their annexes.

"API" means any application programming interface(s) operated or used by the Supplier for provision of the Services to the Customer.

"Authorised Usage Limit" means the maximum number of patient scans that the Customer is permitted to upload to the Software per year, as specified in Schedule 1.

"Authorised Users" means those employees and independent contractors of the Customer who are authorised by the Customer to use the Software under this Agreement.

"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 confidential or proprietary information (however recorded or preserved) disclosed by one party or its employees, officers, subcontractors, representatives or advisers (together "**Representatives**") to the other party and the other party's Representatives, including the terms of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, products, services, data, know-how, or trade secrets of the disclosing party, including anything specified as being Confidential Information in clauses 10.4 and 10.5.

"Configuration Services" means any configuration services to be performed by the Supplier to configure the Software for use by the Customer in accordance with the Specification, as further described in Schedule 2.

"Configuration Services Fees" means the fees payable by the Customer for provision of the Configuration Services, billed with the first invoice for Subscription Fees, as set out in Schedule 2.

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company or other entity or organisation, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

"Controller, Processor, Data Subject, Personal Data, personal data breach, Processing and appropriate technical and organisational measures" shall each have the meaning given to it in the Data Protection Legislation.

"Customer Data" means any patient medical data, including all MRI scans and images which is uploaded or otherwise submitted to the Software directly by the Customer, its Authorised Users, or by the Supplier on the Customer's behalf, including any data submitted into the Software indirectly via any third-party application used by the Customer excluding any Derived Data.

"Data Protection Legislation" means all privacy and data protection laws applicable to the Supplier's Processing of Personal Data under this Agreement, including the EU General Data Protection Regulation (Regulation 2016/679) ("**GDPR**"), the GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018 ("**UK GDPR**"), the Data Protection Act 2018 ("**DPA 2018**"), and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426)).

"Data Subject Request" means a request from a Data Subject to access, correct, amend, transfer, or delete that Data Subject's Personal Data consistent with their rights under the Data Protection Legislation.

"Dependencies" means the technical dependencies required of the Customer in order to access and use the Services, as set out in Schedule 1.

"Derived Data" means any data which is derived from the Customer's use of the Services or the processing by the Supplier of Customer Data, which shall include: (i) any data which is processed and stored as mathematical constructs; (ii) statistical or aggregated data; and (iii) any data that is Processed by the Supplier to create anonymised data, but shall exclude any Personal Data.

"Documentation" means those printed or online instructions, manuals, screens, and diagrams distributed or otherwise provided by the Supplier that pertain to the Software.

"Effective Date" means the date given at the beginning of this Agreement.

"Fees" means the Subscription Fees, the Configuration Services Fees, the Professional Services Fees and the Additional Usage Fees (if any).

"Force Majeure Event" has the meaning set out in clause 13.3.

"Initial Term" has the meaning given to it in clause 12.1.

"Insolvency Event" means, with respect to a Party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party's assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that Party's assets which is not discharged within 14 days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above.

"Instructions for Use" means the instructions for use, user manual or similar information on the safe use of the Software made available from time to time by the Supplier at the website <https://lucidamedical.com/support-eifu/> or otherwise provided to the Customer or Authorised Users.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Normal Business Hours" means 09:00 to 17:00 local UK time during a Business Day.

"Party" means a party to this Agreement, being either the Supplier or the Customer, and **"Parties"** means both of them.

"Personal Data" means any Personal Data contained in the Customer Data.

"Professional Services" means any professional services to be provided by the Supplier for Customer's use of the Software as further described in Schedule 3.

"Professional Services Fees" means the fees payable by the Customer monthly in arrears for receipt of the Professional Services, calculated as set out in Schedule 3 or as otherwise agreed in writing between the parties.

"Recall" means a regulatory notification including but not limited to field actions, recall actions, product withdrawals,

required updates, mandatory guidance or other activities required in connection with the compliance of the Software or the Customer's use of the Software with applicable laws and regulations.

"Renewal Term" has the meaning given to it in clause 12.2.

"Research Only Software" means any software provided by the Supplier that is not for clinical use that may be defined in Schedule 1.

"Service Level Agreement" means any service level agreement set out in Schedule 2.

"Services" means the provision by the Supplier of the Software (including any related API, or Website from time to time) to allow Authorised Users to access and use the Software on the Customer's behalf, and any Configuration Services or Professional Services to be provided under this Agreement (in each case as applicable and given the context in which the term "Services" is used).

"Software" means the Supplier's software application defined in the 'Background' section of this Agreement to which the Customer will be granted access pursuant to the terms and conditions of this Agreement.

"Specification" means the functional specification for the Software as set out in the Documentation.

"Standard Contractual Clauses" means, together, the standard contractual clauses for the transfer of Personal Data to third countries pursuant to the GDPR, adopted by the European Commission under Commission Decision (EU) 2021/914 2021 ("**EU SCCs**") and the UK International Transfer Addendum to the EU SCCs ("**UK Addendum**").

"Sub-processor" means any natural or legal person, public authority, agency, or other body which possesses Personal Data on behalf of a data Controller or a data Processor and, as of the date of this agreement are listed in Schedule 1.

"Subscription Fees" means the subscription fees set out in Schedule 1 payable by the Customer to the Supplier for use of the Software (as amended from time to time in accordance with the terms and conditions of this Agreement).

"Term" means collectively the Initial Term and all Renewal Terms.

"Virus" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data, or the user experience, including worms, Trojan horses, viruses and other similar things or devices.

"Website" means any website operated by Supplier through which the Software is delivered to or accessed by the Customer.

1.2 In this Agreement: (a) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement; (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) a reference to writing or written includes e-mail; (d) references to clauses, annexes and schedules are to the clauses, annexes and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant annex to this Agreement; (e) any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Access to the Software

2.1 Subject to the Customer paying the Subscription Fees and complying with the terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to permit the Authorised Users to use the Software during the Term.

2.2 The Software will either be accessed on the Customer's premises in which case the Supplier shall deliver and install on the Customer's equipment one copy of the Software, or shall be accessed via the Supplier's cloud services, as agreed by the parties.

2.3 The Customer shall not access, store, distribute or transmit any Viruses or any material during its use of the Software that is unlawful, harmful, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. The Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's and Authorised Users' access to any material that breaches the provisions of this clause 2.3.

2.4 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement, the Customer shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means, or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable

form all or any part of the Software (including its object code and source code).

- 2.5 The Customer shall not, and shall not attempt to: (a) access all or any part of the Software in order to build a product or service which competes with the Software; (b) make the Software or any of the Services available to any third party except to Authorised Users; or (c) attempt to obtain, or assist any third party in obtaining, access to the Software, other than as provided under this clause 2.
- 2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.7 The Customer acknowledges and agrees that each Authorised User must keep a secure password for their use of the Software which must be kept confidential.
- 2.8 The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Agreement, for the purpose of ensuring that the Customer is complying with the terms of this Agreement, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at a reasonable time.
- 2.9 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer.

3. Subscription Fees and Authorised Users

- 3.1 The Subscription Fees are linked to the Authorised Usage Limit, and the Customer acknowledges and agrees that the Supplier will monitor the Customer's use of the Software for compliance with the Authorised Usage Limit.
- 3.2 Where the Customer's use of the Software exceeds the Authorised Usage Limit, the Supplier shall be entitled to apply Additional Usage Fees in line with the amount of Additional Usage incurred by the Customer and backdated from the date on which the Authorised Usage Limit was exceeded, prorated for the remainder of the Term.
- 3.3 The Supplier will invoice the Customer for any Additional Usage Fees incurred in accordance with clause 8.2.

4. Supplier's Obligations

- 4.1 The Supplier shall (a) provide the Services to the Customer on and subject to the terms and conditions of this Agreement; and (b) use commercially reasonable endeavours to ensure that the Software conforms to the Specification.
- 4.2 Notwithstanding clause 4.1, the Customer acknowledges that the Software may be modified over time and that functionality may be added or removed from time to time.
- 4.3 The Supplier does not warrant that the Customer's use of the Software will be uninterrupted or error-free, or that the Software and/or the information or results obtained by the Customer through its use of the Software will meet the Customer's requirements. Subject to its obligations under Data Protection Legislation, the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Customer Data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 4.4 The Supplier shall not be liable for any breach of its obligation under clause 4.1(b) to the extent any non-conformance with the Specification is caused by the Customer's use of the Software contrary to the Supplier's instructions, or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 4.5 If the Software does not conform materially with the Specification, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the expected result or function stipulated in the Specification. Such correction or substitution constitutes the Customer's sole and exclusive remedy for such non-conformance.
- 4.6 This Agreement shall not prevent Supplier from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing documentation, products and/or services which are similar to those provided under this Agreement.

5. Customer's Obligations

- 5.1 The Customer shall cooperate with the Supplier in all respects in relation to this Agreement, including granting to the Supplier all necessary access to information and Customer Data as may be required

by the Supplier from time to time to fulfil its obligations under this Agreement, including granting to the Supplier full and unrestricted access to the Customer's account in order for the Supplier to provide support for, or to fix any errors in, the Software.

5.2 The Customer shall be responsible for setting the access rights for each of its Authorised Users and shall ensure that all Authorised Users' use of the Software is strictly in accordance with the terms and conditions of this Agreement. The Customer shall be responsible for any Authorised User's breach of this Agreement.

5.3 The Customer is responsible for providing any Dependencies and shall ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time necessary for the operation of the Software. The Customer shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to the Supplier's data centres.

5.4 The Customer and Authorised Users shall comply with the guidance, intended use, indications for use, warnings, cautions and similar information for safe use provided in the Instructions for Use accompanying the Software, and with any Recall.

5.5 The Customer shall comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement.

6. Professional Services

6.1 In addition to providing the Software, the Parties may agree that the Supplier will provide Professional Services (as further described in Schedule 3) in consideration for the Professional Services Fees.

6.2 Unless otherwise agreed, Professional Services shall be provided remotely or from the Supplier's own premises. Where provided at other locations, the Customer acknowledges that additional expenses may apply.

7. Customer Data and Derived Data

7.1 The Customer shall own all right, title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data.

7.2 The Customer warrants and represents that it has the authority, including all necessary rights,

licences, and permissions, to upload and use, and to permit the Supplier to Process, the Customer Data in accordance with this Agreement.

7.3 The Customer hereby grants to the Supplier a worldwide, non-exclusive, irrevocable, royalty free licence during the Term to use the Customer Data for the purpose of providing the Services.

7.4 The Customer acknowledges that the Supplier may use the Customer Data to improve the performance and functionality of the Software to test and develop improvements, updates, upgrades, modifications, or derivative works thereof which shall constitute Improvements (as defined in clause 9.2).

7.5 The Supplier shall own all right, title and interest in and to any Derived Data and may Process the Derived Data for its own purposes. For the avoidance of doubt, as the Derived Data does not contain any Customer Data, including Personal Data, the terms of the DPA (as defined below) shall not apply to the Supplier's Processing of Derived Data.

7.6 The Supplier may track and analyse the Customer's and its Authorised Users' use of the Software for the purposes of security and to help the Supplier improve the Services, including the Software.

7.7 Each Party shall comply with its obligations under the Data Processing Addendum (Schedule 4) ("DPA") for the Processing of Customer Data. The DPA is in addition to, and does not relieve, remove, or replace, the Parties' respective obligations or rights under the Data Protection Legislation.

7.8 The Customer shall indemnify and hold harmless the Supplier from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claim that the Processing and use of the Customer Data in accordance with this Agreement infringes or misappropriates any third party Intellectual Property Rights or breaches Data Protection Legislation.

8. Fees and Payment

8.1 The Customer shall pay the Fees in accordance with this clause 8.

8.2 The Supplier shall invoice the Customer for the Fees at the Effective Date and periodically thereafter, for access to the Software and Services as set out in the Schedules. Customer shall pay each invoice within thirty (30) days of the date of such invoice.

8.3 If the Supplier has not received payment by the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability: (i) disable the Customer's and all Authorised Users' access to all or part of the Software until the invoice(s) concerned are paid in full; and/or (ii) charge the Customer interest on a daily basis on any overdue amounts at an annual rate equal to 8% above the Bank of England's base rate, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 Fees are payable in pounds sterling and are non-cancellable and non-refundable. Fees are stated exclusive of value added or other applicable sales tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.5 The Customer shall make all payments under this Agreement without withholding or deduction of, or in respect of, any and all taxes, unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to the Supplier such additional amount as will ensure that the Supplier receives the same total amount that it would have received if no such withholding or deduction had been required.

8.6 The Supplier shall be entitled to increase the Fees on the anniversary of the Effective Date by no more than 5% in addition to the increase in the Consumer Price Index for the previous 12 months upon thirty (30) days' prior written notice to the Customer.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in and to the Software, the Services, and the Derived Data, shall belong to and remain vested in (or automatically upon creation shall vest in), the Supplier. Except for the licence granted to the Customer in clause 2, nothing in this Agreement grants to the Customer any rights to or in any Intellectual Property Rights in the Software or the Services.

9.2 Without prejudice to clause 9.1 or clause 2.5, to the extent that the Customer's or any Authorised User's use of the Software results in any modifications, adaptations, developments, or any derivative works of or to the Software or the Services ("Improvements"), then notwithstanding any rights or remedies of Supplier under clause 2.5 above, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by the Supplier.

9.3 The Supplier makes no representation or warranty as to the validity or enforceability of the Intellectual

Property Rights in the Software.

9.4 The Supplier shall defend the Customer against any third party claim that the use of the Software in accordance with this Agreement infringes any third party Intellectual Property Right and shall indemnify Customer for and against any amounts awarded against the Customer in judgment or settlement of such claims, provided that (i) the Supplier is given prompt notice of such claim; (ii) the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; (iii) the Supplier is given sole authority to defend or settle the claim; and (iv) the Customer makes no admission of liability or fault itself or on behalf of the Supplier.

9.5 In the defence or settlement of any claim pursuant to clause 9.4 above, the Supplier may at its sole option and expense either: (i) procure for the Customer the right to continue using the Software in the manner contemplated by this Agreement; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) terminate this Agreement immediately by providing written notice to the Customer, without liability to the Customer.

9.6 The Supplier shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 9.4) if the alleged infringement is based on: (i) modification of the Software by anyone other than the Supplier; or (ii) the Customer's or any Authorised User's use of the Software otherwise than in accordance with this Agreement or in a manner contrary to the instructions given to the Customer by the Supplier; or (iii) the Customer's or any Authorised User's use of the Software after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or (iv) use or combination of the Software with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.

9.7 The Customer shall defend the Supplier against all or any costs, claims, damages or expenses incurred by the Supplier in respect of any third party claim relating to the Customer's or any Authorised User's use of the Software otherwise than in accordance with this Agreement, provided that (i) the Customer is given prompt notice of such claim; (ii) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and (iii) the Customer is given sole authority to defend or settle the claim; and (iv) the Supplier makes no admission of liability or fault itself or on behalf of the Customer.

10. Confidential Information

- 10.1 Each Party agrees to keep confidential and not use for any purpose other than the performance of its obligations under this Agreement, all Confidential Information of the other Party.
- 10.2 Each Party will only disclose or reveal any of the other Party's Confidential Information disclosed to it to: (i) those of its personnel who are required in the course of their duties to receive it for the purpose for which it is supplied (provided that each Party shall ensure that any such personnel to whom it discloses the other Party's Confidential Information comply with this clause 10.2); and (ii) any court, governmental or administrative authority competent to require the same, or as required by any applicable law, legislation or regulation (provided the disclosing Party is given the opportunity to discuss and agree any possible limitations or restrictions on disclosure in advance to the extent permitted by law).
- 10.3 The provisions of clauses 10.1 and 10.2 shall not apply to information that: (i) is or becomes generally available in the public domain otherwise than arising in connection with a breach of this obligation by the recipient; (ii) is lawfully in the recipient's possession free of any restrictions as to its use or disclosure at the time of disclosure by the disclosing Party; (iii) is lawfully acquired from an independent third party who did not itself obtain it under an obligation of confidentiality; or (iv) is independently developed without access or reference to any information disclosed by the disclosing Party.
- 10.4 The Customer acknowledges that the Software, including all documentation and the results of any performance tests of the Software, constitute the Supplier's Confidential Information.
- 10.5 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 10.6 The provisions of this clause 10 shall survive termination or expiry of this agreement, however arising.

11. Limitation of Liability

- 11.1 This clause 11 sets out the entire financial liability of the Supplier to the Customer arising under or in connection with this Agreement, including in respect of any use made by the Customer or its Authorised Users of the Software and the Services.
- 11.2 Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for any information or results obtained by Authorised Users from use of the Software, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any

information or data, or any actions taken by the Supplier at the Customer's direction, or any use of the Software other than in accordance with the Instructions for Use. No other party is entitled to rely on the output, information or results produced by the Customer through its use of the Software for any purpose whatsoever.

- 11.3 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. The Customer acknowledges that the Software, the Services, and any information provided by or on behalf of the Supplier are provided to the Customer on an "as is" basis.
- 11.4 Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.
- 11.5 Subject to clause 11.4, the Supplier shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable, including loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused or contributed to by any agent or Representative of the Customer, loss caused as a result of the Software being unavailable as a result of planned downtime for the Software, as notified to the Customer from time to time, loss arising from any failure of the Customer's infrastructure and/or utilities, loss caused as a result of the Software being unavailable due to a Force Majeure Event, or loss caused by the failure or delay of any third party application or service or network.
- 11.6 Subject to the other provisions of this clause 11, the Supplier's entire, aggregate liability to the Customer whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising out of or relating to this Agreement shall be limited to: (i) the total Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose, or (ii) in respect of breach of clause 7.7 to £100,000.

12. Term and Termination

- 12.1 This Agreement shall commence on the Effective Date and continue for 12 months ("Initial Term") unless the Agreement is terminated earlier in accordance with this clause 12.
- 12.2 After the Initial Term, the Agreement will automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless (a) either Party provides the other with written notice of at

least ninety (90) days prior to the beginning of any such Renewal Term electing not to renew the Agreement; or (b) the Agreement is otherwise terminated or extended by mutual agreement in writing.

- 12.3 If the Customer wishes to terminate this Agreement during a Renewal Term (or fails to give the requisite termination notice to the Supplier prior to the start of a new Renewal Term), the Fees due for the remainder of that Renewal Term shall become immediately due and payable to the Supplier within thirty (30) Business Days.
- 12.4 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: (i) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or (ii) if the other Party commits a material breach of any terms of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ten (10) Business Days after being notified in writing to do so; or (iii) the other Party suspends, ceases, or threatens to suspend or cease carrying on its business or a substantial part thereof, or suffers an Insolvency Event; or (iv) where required in connection with any law, regulatory authority, notified body or regulatory certification, including without limitation in the event of a Recall.
- 12.5 Without prejudice to any other rights or remedies hereunder to which the Supplier may be entitled, if the Supplier knows or has reasonable grounds to suspect that the Customer is acting in breach of its obligations under this Agreement (including failure to pay the Fees and any use of the Software contrary to the Specification or Instructions for Use), the Supplier may notify the Customer in writing accordingly and may suspend the Customer's and all Authorised Users' access to the Software until such breach can be remedied, or until the Supplier is satisfied, acting reasonably, that its suspicions are unfounded.
- 12.6 On termination of this Agreement for any reason (a) all licences granted under this Agreement shall immediately terminate; (b) subject to the terms and conditions of this Agreement, each Party shall return and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other party, including immediately destroying or returning to the Supplier all copies of the Software (to the extent that it has been provided to the Customer on premises) then in the Customer's possession, custody or control and, in the case of destruction, certify to the Supplier that the Customer has done so; and (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in

respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. General

- 13.1 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 **Assignment.** The Customer shall not assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under this Agreement without requiring any additional consent from the Customer.
- 13.3 **Force Majeure.** Neither Party is responsible for failing to fulfil its obligations under this Agreement due to causes beyond its reasonable control that directly or indirectly delay or prevent timely performance ("Force Majeure Event"). Any dates or times by which each Party is required to render performance under this Agreement shall be postponed automatically to the extent that the Party is delayed or prevented from meeting them by such causes. If the Force Majeure Event prevents, hinders, or delays the affected Party's performance of its obligations for a continuous period of more than 30 days, the affected Party may terminate this Agreement by giving 30 days' written notice to the other Party.
- 13.4 **Notices.** All communications relating to this Agreement shall be in writing and delivered by recorded delivery only to the Party concerned at the relevant address shown at the top of this Agreement (or such other address as may be notified from time to time in accordance with this clause 13.4). Any such communication shall take effect at 9.00 am on the second Business Day after posting.
- 13.5 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised Representatives).
- 13.6 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right

or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.7 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 13.8 **Relationship.** The relationship between the Parties is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person. The Parties acknowledge that the arrangements between them are non-exclusive. Nothing contained in this Agreement shall prohibit either of the Parties from conducting business activities with other third parties.
- 13.9 **Third party rights.** A person who is not a Party to this Agreement shall not have any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 13.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.11 **Governing Law.** 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, shall be governed by, and construed in accordance with, the law of England and Wales.
- 13.12 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **SUPPLIER**

Signed for and on behalf of **CUSTOMER**

Signature:

Signature:

Name:

Name:

Title:

Title:

SCHEDULE 1

1. The Software

The Supplier will provide Customer with access to its Prostate Intelligence™ (Pi™) software and will clearly identify where the Software and its outputs are intended for clinical use.

2. Research Only Software

The Supplier may also provide Customer with access to its research user interface and other software intended to support evaluation and research. Such Research Only Software shall not be used for clinical purposes.

3. Dependencies

The technical dependencies required of the Customer in order to access and use the Services include a server with a minimum of 16GB RAM (32GB RAM recommended), 512GB disk storage and 16 cores (NVIDIA GPU is optional but recommended), together with such remote access as Supplier may reasonably require in order to access, configure and maintain the server.

4. Installation Fees

There is a one off installation charge. Please refer to agreed pricing document.

5. Subscription Fees

[£xxxx] per quarter.

6. Authorised Usage Limit

[yyyy] scans per year.

7. Additional Usage Fees

Where Customer's use of the Services in a given year exceeds the Authorised Usage Limit, the difference may be charged as Additional Usage Fees in a subsequent year, in addition to an increase in the Subscription Fees to reflect the higher usage.

8. End of Service

At the end of the Term, the service will be disabled and must no longer be used by Customer. Customer's data is usually held on its PACS and will remain accessible through the PACS after the service is terminated. Data stored on systems controlled by the Supplier may be archived by the Supplier at the end of the Term for regulatory and contractual purposes.

If Customer requires additional services for data migration, offboarding, log extraction or analysis at the end of the Term, these can be provided with agreement as Professional Services.

9. Sub-processors

The following Sub-processors may be used by the Supplier in connection with the storage and processing of data received by the Supplier in connection with this Agreement.

- Acronis International GmbH
- Amazon Web Services EMEA SARL
- Answer Digital Limited
- CIMAR (UK) Limited
- Google Cloud EMEA Limited
- Grace Solutions Limited
- Hardian Limited trading as Hardian Health
- Microsoft Ireland Operations, Ltd

SCHEDULE 2

1. Configuration Services

- 1.1. The Supplier shall perform the Configuration Services in accordance with the timetable set out below. The Supplier shall use reasonable endeavours to meet these performance dates, but any such dates shall be estimates only, and time shall not be of the essence.
- 1.2. Where the Software is installed on the Customer's premises, the Supplier shall deliver and install on the Customer's equipment, or as otherwise agreed, one copy of the Software electronically to the Customer at the address for the Customer within 15 days of the Effective Date or as otherwise agreed.
- 1.3. With respect to any non-conformance of the Software identified during the Implementation stage of the Configuration Services ("Error"), the Supplier shall use reasonable endeavours to correct any such Error within a reasonable time. If the Supplier is unable to correct such Error after three attempts or within three months of the Effective Date, either party may terminate this agreement without further liability to the other party.

2. Timetable

Stage	Timetable		Scope of work
	Estimated start date	Estimated completion date	
Planning:			
Design:			
Implementation:			
Rollout:			

SCHEDULE 3

1. Professional Services

- 2.1. With the agreement of the Customer and Supplier, the Supplier may offer Professional Services to the Customer in support of the Services.
- 2.2. Professional Services may include, without limitation: (i) customisation of the Software required after the Configuration Services are complete; (ii) moving the Software to other sites, servers or PACS; (iii) MRI quality reviews and support to optimise imaging quality; (iv) training and technical support to maintain and assist users to use an existing installation of the Software.
- 2.3. Professional Services shall be provided free of charge up to a value of 10% of the Subscription Fees applicable from time to time in the Initial Term and each subsequent Renewal Term (the "Inclusive Services"). Unused Inclusive Services may not be carried over from the Initial Term or any Renewal Term to the any subsequent Renewal Term. Professional Services Fees shall be payable for all Professional Services in addition to the Inclusive Services.
- 2.4. The Supplier shall perform the Professional Services in accordance with any timetable agreed at the time of each work item. The Supplier shall use reasonable endeavours to meet these performance dates, but any such dates shall be estimates only, and time shall not be of the essence.
- 2.5. Professional Services Fees is charged as an hourly or daily rate. Please refer to agreed pricing document/schedule.

SCHEDULE 4

Data Processing Addendum

1. Interpretation

- 1.1. Capitalised terms used in this Schedule 4 and not otherwise defined in the Agreement shall have the meaning given to them in the Data Protection Legislation.
- 1.2. If there is a conflict between the Agreement and this Data Processing Addendum, the terms of this Data Processing Addendum shall prevail. In the event of any conflict or inconsistency between this Data Processing Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. Data Processing Obligations

- 2.1. The Parties acknowledge and agree that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of the Customer Data and a description of the Personal Data being Processed, and the Processing activities undertaken by the Supplier is set out in Annex A.

3. The Supplier's processing obligations

- 3.1. To the extent that the Supplier Processes any Personal Data contained within Customer Data on behalf of Customer in connection with the Services, the Supplier shall:
 - 3.1.1. only Process such Personal Data in accordance with the purposes set out in this Agreement and notify Customer immediately if in its opinion the Customer's instructions infringes applicable law;
 - 3.1.2. maintain a record of its Processing activities under this Agreement in accordance with and to the extent required by Article 30(2) GDPR, and the Supplier shall at any time upon request, deliver up to Customer details of such Processing activities;
 - 3.1.3. ensure that access to any such Personal Data is restricted to those of its personnel who need to have access in order to perform the Services and who are subject to confidentiality obligations in respect of the Personal Data;
 - 3.1.4. notify Customer without undue delay if it suffers a Personal Data Breach, if it receives any Data Subject Request relating to the Personal Data, and shall: (a) not, unless otherwise required by law, respond to the Data Subject Request without Customer's prior written consent and in accordance with Customer's instructions; and (b) shall provide such assistance as Customer may reasonably require in respect of such Personal Data in order for Customer to comply and respond to the Data Subject Request in accordance with the Data Protection Legislation;
 - 3.1.5. provide reasonable assistance to Customer in inputting into and carrying out data protection impact assessments and, to the extent required under the Data Protection Legislation, prior notification under Article 36 of GDPR; and
 - 3.1.6. ensure that it has implemented appropriate organisational and technical measures in order to comply with its obligations under this paragraph 3.
- 3.2. To the extent legally permitted, Customer shall be responsible for any costs arising from the Supplier's provision of assistance beyond the existing functionality of the Services.
- 3.3. The Supplier is permitted to engage a Sub-processor to Process any of the Personal Data on Customer's behalf in connection with the Services. The Customer pre-approves the Supplier's use of third party processors for the purposes of fulfilling its obligations, including those Sub-processors listed in Schedule 1. The Supplier shall:
 - 3.3.1. inform Customer prior to the appointment of any new Sub-processor, thereby giving Customer an opportunity to object to the appointment. If Customer objects on reasonable grounds relating to Data Protection Legislation, the Supplier shall either: i) alter its plans to use the Sub-processor with respect to Personal Data, or (ii) take corrective steps to remove Customer's objections. If none of

the above options are reasonable, available, or the issue is not resolved within 30 days of the objection, either party may terminate this Agreement;

3.3.2. ensure that such Sub-processor is subject to a written agreement which imposes on it binding contractual obligations which are equivalent to the terms imposed on the Supplier under this Schedule 4; and

3.3.3. ensure that the Sub-processor's Processing of such Personal Data terminates upon termination of the Supplier's right to Process the Personal Data ,

provided that the Supplier shall be liable for the acts and omissions of such Sub-processors in relation to the Processing of such Personal Data.

3.4. Customer acknowledges that the Supplier's Sub-processors may Process Personal Data outside of the EEA or UK in non-adequate countries. The Supplier will abide by the requirements of the Data Protection Legislation regarding the transfer and Processing of Personal Data from the EEA or UK. The Supplier will ensure that transfers of Personal Data to a third country that does not ensure an adequate level of protection or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR such as the Standard Contractual Clauses.

3.5. Upon termination or expiry of the Agreement, the Supplier shall cease all Processing of any Customer Data and shall, at Customer's option, return or destroy and delete all such Personal Data contained within the Customer Data.

3.6. In order to demonstrate the Supplier's compliance with the Data Protection Legislation and the terms of this Schedule 4, the Supplier shall:

3.6.1. provide Customer with such information as Customer reasonably requests from time to time to enable Customer to satisfy itself that the Supplier is complying with its obligations under this Schedule 4 and the Data Protection Legislation; and

3.6.2. allow Customer, at Customer's sole cost and expense access (on reasonable notice and no more than once a year) to its premises where Personal Data is Processed under this Agreement to allow Customer to audit its compliance with this Schedule 4 and the Data Protection Legislation and shall provide reasonable co-operation as requested by Customer in the performance of such audit. The Parties shall agree in advance on the reasonable start date, duration and security and confidentiality controls applicable to such audit.

4. Obligations of Customer

4.1. Customer shall:

4.1.1. have at all times during the term of this Agreement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any Personal Data;

4.1.2. provide clear and comprehensible written instructions to the Supplier for the Processing of Personal Data to be carried out under this Agreement; and

4.1.3. ensure that it has all the necessary licences, permissions, consents and notices in place to enable lawful transfer of Personal Data to the Supplier for the duration and purposes of this Agreement.

Annex A

Processing Particulars

- a. **Categories of Data Subjects:** The Customer may submit itself, or instruct third parties to share, or instruct the Supplier to collect Personal Data to be Processed by the Supplier in the performance of the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: patients undergoing screening, diagnosis or treatment for cancer.
- b. **Categories of personal data transferred:** Determined and controlled by the Customer in its sole discretion as set out above, and which may include, but is not limited to the following categories of Personal Data:
 - name,
 - date of birth,
 - NHS No/MRN/Hospital Numbers,
 - address.
- c. **Sensitive data transferred:** Personal Data may include the Data Subjects' healthcare data, including but not limited to their:
 - ethnicity;
 - demographics;
 - clinical history data including weight, age, height, BMI, PSA value, patient history of cancer and relevant data and test results;
 - MRI images & reports;
 - pathology images & reports; and
 - subsequent diagnoses or treatment episodes.
- d. **Frequency of the transfer:** Determined and controlled by the Customer in its sole discretion as set out above, on a continuous basis.
- e. **Nature and purpose of the Processing:** The Supplier will Process Personal Data as necessary to perform the Services pursuant to the Agreement. This may include collecting, recording, organising, storing, use, anonymisation, annotation, alteration, disclosure, transmission, combining, retrieval, consultation, archiving and/or destruction.
- f. **Duration of the Processing:** The Supplier will Process Personal Data for the duration of the Agreement and in accordance with its information security and data protection policies and procedures.
- g. **Sub-processor transfers:** The Supplier's current Sub-processors applicable to this Agreement are set out in Schedule 1 to the Agreement.