

VOT HEALTH SOFTWARE AND SERVICES TERMS AND CONDITIONS

We set out below the standard Terms & Conditions of trade for VOT Health Ltd, a company incorporated in England with company number 16279019 and whose registered office is at 4 Clifton Wood Crescent, Bristol, BS8 4TU ("VOT", "The Supplier", "We", "Us")

By entering into a Contract with the Supplier or using or accessing any Supplier service or related services, you agree to these Terms and Conditions.

1. OVERVIEW OF THE VOT HEALTH VISIBILITY SUITE AND SERVICES

VOT offers a suite of analytics tools its 'V-Suite' and services to ensure its wellbeing and healthcare clients are data driven as they seek to improve the efficacy and efficiency of service models and pathways.

2. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation set out in schedule 1 shall apply to this Agreement.

3. RIGHTS OF USE

3.1 Subject to the terms and conditions of this Agreement and the Contract, the Supplier hereby grants the Customer and its Authorised Users a non-exclusive, non-transferable, revocable, non-sublicensable right and licence during the applicable Term, to access and use the Software and/or Services and the Documentation (and any Updates and Upgrades) for the Permitted Purpose (and for no other purpose) as designated within the Contract.

3.2 The Customer acknowledges that the Software and/or Services do not include any:

3.2.1 software, services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Software and/or Services);

3.2.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it, at all times, maintains backups of all Customer Data; or

3.2.3 legal, accounting or other professional or regulated services and that, except as expressly stated in this Agreement, no assurance is given that the Software and/or Services will comply with or satisfy any legal or regulatory obligation of any person.

4. USERS

4.1 The Customer shall ensure that only Authorised Users use the Software and/or Services and that such use is at all times in accordance with this Agreement.

4.2 To the extent applicable, the Customer shall ensure that it and its Authorised Users do not exceed the number of User Subscriptions for the Software and/or Services as set out in the Contract.

4.3 Without prejudice to any other right or remedy of the Supplier, in the event the Customer is in breach of clause 4.2 then:

4.3.1 the warranty in clause 8.1 shall cease to apply to the Software and Services for the duration of the period during which the Customer is in breach of clause 4.2; and

4.3.2 the Customer shall be liable to pay for the additional number of users above the number of User Subscriptions for the Software and Services for the relevant period during which infringement occurred in accordance with the Supplier's standard pricing terms.

4.4 The Customer shall at all times:

4.4.1 be liable for the acts and omissions of the Authorised Users as if they were its own;

4.4.2 only provide Authorised Users with access to the Software and/or Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and

4.4.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.

4.5 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer as necessary for use of the Software and/or Services) their password or access details for the Software and/or Services.

4.6 The Customer shall comply (and shall ensure all Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Software and/or Services, the Customer Data and the Documentation (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software and/or Services, the Customer Data or the Documentation (or any part) to, or access or use the Software and/or Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of England and Wales without first obtaining such licence or other approval. Without prejudice to the Supplier's obligations under the VOT Privacy Policy, the Customer shall be solely responsible for ensuring its access, importation and use of the Software and/or Services, the Customer Data and Documentation complies with all export and other laws.

4.7 The Customer shall (and shall ensure Authorised Users shall) at all times comply with all provisions of this Agreement.

4.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify the Supplier immediately.

5. SUPPORT

5.1 The Supplier makes available remote support. Additional support services may be available to Customer upon payment of applicable fees (if any), as specified in the Contract. Any support services are subject to this Agreement and the Supplier's applicable support policies.

5.2 The Supplier will use reasonable endeavours to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6. CHANGES TO SOFTWARE AND SERVICES AND THIS AGREEMENT

6.1 The Supplier may at its absolute discretion make, and notify the Customer of, updated versions of this Agreement from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects ("Update Notification").

6.2 The version of this Agreement subject to such Update Notification shall replace the preceding version from the date thirty (30) Business Days after Update Notification of such revised document(s) (the "Update") (or at such later date as the Supplier may specify).

6.3 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Software and/or Services ("Upgrade"). The Supplier shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Software and/or Services by the Supplier's customers generally. The Supplier may, without limitation to the generality of this clause 6, establish new limits on the Software and/or Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Software and/or Services, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents.

7. FEES

7.1 The Fees (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Contract. Unless expressly agreed otherwise by the parties in writing, Fees are payable annually in advance or otherwise within 14 days of provision of an invoice. The Supplier will invoice the Customer for Fees prior to the commencement of access to the Software and/or Services. Except as otherwise set forth in this Agreement, Fees are non-refundable.

7.2 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.

7.3 No more than once per year after completion of the initial period of the Agreement, VOT may increase the annual fixed Fees to account for inflation. Each increase will be equivalent to the rate of inflation for the prior year as measured by the Retail Price Index (RPI), as published from time to time by the Office of National Statistics in the United Kingdom, or as otherwise agreed to in writing by both parties.

7.4 The Supplier shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

8. WARRANTIES

8.1 Subject to the remainder of this clause 8, the Supplier warrants that it will provide the Software and/or Services with reasonable care and skill.

8.2 The Software and/or Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that the Supplier shall have no liability for any such delays, interruptions, errors or other problems.

8.3 If there is a breach of the warranty in clause 8.1 the Supplier shall at its option: use reasonable endeavours to repair or replace the Software and/or re-perform the Services (or relevant part of it (as applicable) within a reasonable time or (whether or not it has first attempted to repair or replace the Software or re-perform the Services), refund the Fees for the Software and/or Services (as applicable) on a pro-rata basis for the period during which the Supplier was in breach of any such warranty (provided such period is at least two (2) consecutive business days). Subject to clause 15, this clause 8.3 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for breach of the warranty in clause 8.1.

8.4 Other than as set out in this clause 8, and subject to clause 16 all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

9. CUSTOMER'S RESPONSIBILITIES

9.1 The Customer shall (and shall ensure all Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Software and/or Services.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights in and to the Software and Services (including any source code) belong to and shall remain vested in the Supplier or the relevant third-party owner. To the extent that the Customer, Authorised Users or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Software and/or Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier or such third party as the Supplier may elect. The Customer shall execute all such documents and do such things as

the Supplier may consider necessary to give effect to this clause 10.1.

10.2 The Supplier has no obligation to deliver any copies of any Software to the Customer in connection with this Agreement or any Services performed hereunder.

10.3 The Customer and Authorised Users may be able to store or transmit Customer Data using the Software and Services and the Software and Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for the Supplier (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Data and Customer Systems to (i) the extent necessary to perform or provide the Services; and related services to Customer; and (ii) as set out in clauses 12.2 (Aggregate/Anonymous Data) and 12.3; and (iii) to exercise or perform the Supplier's rights, remedies and obligations under this Agreement.

10.4 The Supplier may use any feedback and suggestions for improvement relating to the Software and Services provided by the Customer, or any Authorised User without charge or limitation ("**Feedback**"). The Customer hereby assigns (or shall or procure the assignment) of all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to the Supplier at the time such Feedback is first provided to the Supplier.

10.5 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to the Supplier under this Agreement.

10.6 Except as expressly permitted under this Agreement, the Customer (i) shall not; and (ii) shall procure that any Authorised User shall not:

10.6.1 copy, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, store, archive, display publicly or to third parties, sell, licence, lease, rent, assign, transfer, disclose (in each case whether or not for charge) or in any way commercially exploit any part of the Software and Services;

10.6.2 permit any use of the Software and Services in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Software and Service (or any part) available to any third party or allow or permit a third party to do any of the foregoing (other than to Authorised Users for the Permitted Purpose));

10.6.3 combine, merge or otherwise permit the Software and Services (or any part of it or any Application) to become incorporated in any other program or service, or arrange or create derivative works based on it (in whole or in part); or

10.6.4 attempt to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Software and Services (or any part).

10.7 Except for the rights expressly granted in this Agreement, the Customer or any Authorised User, and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Software and Services and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

10.8 This clause 10 shall survive the termination or expiry of this Agreement.

11. SUPPLIER INDEMNITY

11.1 Subject to clauses 11.2 and 11.4, the Supplier shall indemnify the Customer for all costs and damages actually awarded on final judgment of an IP Claim.

11.2 The provisions of clause 11.1 shall not apply unless the Customer:

11.2.1 promptly (and in any event within three (3) Business Days) notifies the Supplier upon becoming aware of any actual or threatened IP Claim and provides full written particulars;

11.2.2 makes no comment or admission and takes no action that may adversely affect the Supplier's ability to defend or settle the IP Claim;

11.2.3 provides all assistance reasonably required by the Supplier subject to the Supplier paying the Customer's reasonable costs; and

11.2.4 gives the Supplier sole authority to defend or settle the IP Claim as the Supplier considers appropriate.

11.3 In the event of any IP Claim the Supplier may elect to terminate this Agreement immediately by written notice and promptly refund to the Customer on a pro-rata basis for any unused proportion of Fees paid in advance. This clause 11.3 is without prejudice to the Customer's rights and remedies under clause 11.1.

11.4 The Supplier shall have no liability or obligation under this clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

11.4.1 any modification of the Software and/or Services (or any part) without the Supplier's express written approval;

11.4.2 any Customer Data;

11.4.3 any Open Source Software;

11.4.4 any breach of this Agreement by the Customer;

11.4.5 use of the Software and/or Services (or any part) otherwise than in accordance with this Agreement; or

11.4.6 use of the Software and/or Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by the Supplier.

11.5 Subject to clause 16, the provisions of this clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

12. CUSTOMER SYSTEMS AND CUSTOMER DATA

- 12.1 Customer Data shall at all times remain the property of the Customer or its licensors.
- 12.2 The Customer agrees that the Supplier have the right to generate Aggregate/Anonymous Data and that such Aggregate/Anonymous Data is owned by VOT, which VOT may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve VOT products, software and services and to create and distribute reports and other materials). For clarity, the Supplier will only disclose Aggregate/Anonymous Data externally in a de-identified (anonymous) form that does not identify the Customer or Authorised Users, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). The Customer is not responsible for the Supplier's use of Aggregate/Anonymous Data.
- 12.3 The Customer agrees that the Supplier shall also have the right to use Clinical Care Data for the purposes of clinical research, provided that: (i) the Supplier obtains prior written consent from the Customer, such consent not to be unreasonably withheld or delayed; and (ii) the use of such Clinical Care Data is (a) in a de-identified (anonymous) format and (b) in accordance with all relevant regulatory requirements and good clinical practices.
- 12.4 Except to the extent the Supplier has direct obligations under Data Protection Legislation, the Customer acknowledges that the Supplier has no control over any Customer Data hosted as part of the provision of the Software and/or Services. The Customer shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Services) complies with this Agreement and all applicable laws.
- 12.5 If the Supplier becomes aware of any allegation that any Customer Data may not comply with the any other part of this Agreement the Supplier shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the Agreement and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult the Customer). Where reasonably practicable and lawful the Supplier shall notify the Customer before taking such action.
- 12.6 Except as otherwise expressly agreed in this Agreement, the Supplier shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during the term of this Agreement or following expiry or termination of this Agreement. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's business. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly (in accordance with its Authorised User's needs) and extracts it from the Software and/or Services (as permitted) prior to the termination or expiry of this Agreement or the cessation or suspension of the Software and/or Services.
- 12.7 The Supplier routinely undertakes regular backups of the Software and Services (which may include Customer Data) for its own business continuity purposes. The Customer acknowledges that such steps do not in any way make the Supplier responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, the Supplier shall not be responsible (under any legal theory, including in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 12.8 The Customer hereby instructs that the Supplier shall within sixty (60) days of the earlier of the end of the provision of the Software and/or Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Software and/or Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Customer Data. The Supplier shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with this Agreement.

13. CONFIDENTIALITY AND DATA PROTECTION

Confidentiality

- 13.1 Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party's Confidential Information to third parties except as permitted by this Agreement; and (ii) only use the other party's Confidential Information to fulfil its obligations and exercise its rights under this Agreement. Each party may share the other party's Confidential Information with its employees, agents or contractors having a legitimate need to know (which, for the Supplier includes Approved Processors, as defined in Schedule 1), provided that the party remains responsible for any recipient's compliance with the terms of this clause 13.1 and that these recipients are bound to confidentiality obligations no less protective than this clause 13.
- 13.2 The confidentiality obligations under clause 13.1 do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party before it received the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advanced notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

Data Protection

- 13.3 The Customer shall ensure that it only provides Customer Personal Data to the Supplier as is required to allow the Supplier to provide the Software and/or Services.
- 13.4 The Customer shall ensure it has a legal basis to transfer Customer Personal Data to the Supplier and shall ensure that all fair processing notices have been given (and/or applicable consents obtained) including necessary consents (i) for Supplier to aggregate the data in accordance with clause 12.2 and (ii) to use the Clinical Care Data to support clinical research purposes in accordance with clause 12.3.
- 13.5 The parties do not anticipate that any Customer Personal Data will be Processed under this Agreement. To the extent that Customer Personal Data is Processed, the parties acknowledge and agree that the Customer shall act as a Controller and the Supplier will act as a Processor only. When acting in its capacity as Processor the Supplier will

comply with clauses 13.6 to 13.15.

13.6 As a Processor, the Supplier will only act upon and Process Customer Personal Data on the Processing Instructions, and unless set out otherwise in this Agreement, Processing of Customer Personal Data shall be undertaken by the Supplier only to the extent: (i) for the purposes of the provision of the Software and/or Services; (ii) for the duration of this Agreement; and (iii) in accordance with the Data Protection Particulars.

13.7 If the Supplier is ever unsure as to the parameters or lawfulness of the Processing Instructions issued by the Customer, the Supplier will revert to the Customer for the purpose of seeking clarification or further instructions.

13.8 The Supplier shall cooperate and assist the Customer with any data protection impact assessments and consultations with (or notifications to) relevant regulators as required by Data Protection Legislation in relation to Customer Personal Data and the VOT Software and/or Services as provided under this Agreement. The Customer shall pay all costs incurred by the Supplier in respect of Supplier's obligations under this clause 13.8.

13.9 The Supplier shall forward to the Customer without undue delay and will otherwise cooperate with and assist the Customer promptly with any requests from data subjects of Customer Personal Data pursuant to the Data Protection Legislation. The Customer shall pay all costs incurred by the Supplier in respect of the Supplier's obligations under this clause 13.9.

13.10 In respect of the Supplier's Processing of Customer Data, including Customer Personal Data, the Supplier shall implement technical and organisational security measures to ensure a level of security appropriate to the risk. Such security measures shall at all times be of at least the minimum standard required by applicable Data Protection Legislation.

13.11 If the Supplier becomes aware that any Data Breach has occurred, the Supplier shall, without undue delay, notify the Customer of the Data Breach and provide sufficient information to allow the Customer to report the Data Breach and or/notify affected data subjects as required under applicable Data Protection Legislation.

13.12 The Customer provides its general consent to allow the Supplier to engage the Approved Processors set out in schedule 2 and any other processors and sub-contractors for the purposes of the Supplier providing the Software and/or Services (as applicable), provided such Approved Processors and any other processors or sub-contractors are contractually bound to equivalent obligations as are contained in this Agreement. The Supplier shall also remain fully liable to the Customer where an Approved Processor fails to fulfil its data protection obligations, as well as for any acts or omissions of the Approved Processor in regard of its Processing of Customer Personal Data.

13.13 The Supplier (or any Approved Processor) shall only transfer Customer Personal Data from the United Kingdom or European Union to a country outside the European Economic Area or an international organisation where such transfer:

13.13.1 is subject to appropriate safeguards; and

13.13.2 otherwise complies with applicable Data Protection Legislation.

13.14 The Customer hereby appoints the Supplier to enter into a Data Transfer Agreement on the Customer's behalf acting as its agent. The Supplier shall procure that: (a) the third party is deemed 'data importer' under the Data Transfer Agreement; and (b) such 'data importer' undertakes or fulfils its obligations under the Data Transfer Agreement.

13.15 The Supplier shall make available to the Customer all information necessary to demonstrate the Supplier's compliance with its obligations under applicable Data Protection Legislation.

14. MONITORING COMPLIANCE

14.1 During the Term of this Agreement and thereafter the Customer shall maintain full and accurate records relating to the Customers and Authorised Users' use of the Software and Services under this Agreement.

14.2 Should the Software be deployed on Customer servers. The Customer shall allow and procure for the Supplier (and any representatives of the Supplier) remote access to its servers and/or to its premises to:

14.2.1 inspect use of the Software; and

14.2.2 audit (and take copies of) the relevant records of the Customer,

in each case to the extent necessary to verify that the Customer is in compliance with its obligations under this Agreement.

14.3 Should the Supplier identify any non-compliance by the Customer with the Customer's obligations under this Agreement, the Customer shall pay any relevant costs to the Supplier on the Supplier's standard pricing terms.

14.4 Unless otherwise agreed in writing, the inspection and audit referred to in clause 14.2 shall be undertaken:

14.4.1 during the Customer's normal business hours on Business Days;

14.4.2 subject to the provision by the Supplier of a minimum of five (5) Business Days' notice; and

14.4.3 not more than once in any calendar year, unless required by applicable law.

14.5 At the Supplier's request from time to time the Customer shall promptly (and in any event within two (2) Business Days of such request) provide the Supplier with copies of the records referred to in clause 14.1.

15. LIMITATION OF LIABILITY

15.1 Subject to clause 15.4, the Supplier's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to the Fees for all Software and/or Services (as applicable) paid to the Supplier in the twelve (12) month period immediately preceding the first incident giving rise to any claim under this Agreement.

15.2 Subject to clause 15.4, the Supplier shall not be liable for consequential, indirect or special losses.

15.3 Subject to clause 15.4, the Supplier shall not be liable for any of the following (whether direct or indirect):

(i) loss of profit; (ii) destruction, loss of use or corruption of data; (iii) loss or corruption of software or systems; (iv) loss or damage to equipment; (v) loss of use; (vi) loss of production; (vii) loss of contract; (viii) loss of opportunity; (ix) loss of savings, discount or rebate (whether actual or anticipated); or (x) harm to reputation or loss of goodwill.

15.3.1 Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following:

15.3.2 death or personal injury caused by negligence;

15.3.3 fraud or fraudulent misrepresentation; or

15.3.4 any other losses which cannot be excluded or limited by applicable law.

15.4 This clause 15 shall survive the termination or expiry of this Agreement.

16. SUSPENSION

16.1 The Supplier may suspend access to the Software and/or Services (as applicable) to all or some of the Authorised Users if:

16.1.1 the Supplier suspects that there has been any misuse of the Software and/or Services or breach of this Agreement; or

16.1.2 the Customer fails to pay any sums due to the Supplier by the due date for payment as set out in the Contract.

16.1.3 Where the reason for the suspension is suspected misuse of the Software and/or Services or breach of this Agreement, the Supplier will take steps to investigate the issue and may restore or continue to suspend access at its discretion.

16.2 In relation to suspensions under clause 16.1.2, access to the Software and/or Services will be restored promptly after the Supplier receives payment in full and cleared funds.

16.3 Fees shall remain payable during any period of suspension notwithstanding that the Customer, or all of the Authorised Users may not have access to the Software and/or Services.

17. TERM AND TERMINATION

17.1 The term of this Agreement commences on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, or otherwise agreed, will continue for a period of twelve (12) months (the "Initial Term"). On the expiry of the Initial Term, this Agreement shall automatically continue for further consecutive periods of three (3) months (each, a "Renewal Term").

17.2 This Agreement may be terminated by the Supplier for convenience on serving not less than thirty (30) days' written notice on the Customer. Such notice shall be capable of being served at any time during the Initial Term or the subsequent Renewal Term (as applicable).

17.3 This Agreement may be terminated by the Customer for convenience on serving not less than three (3) months' written notice on the Supplier, such notice to expire at the end of the Initial Term or at the end of the then Renewal Term (as applicable).

17.4 Either party may terminate this Agreement immediately at any time by giving notice in writing to the other party if:

17.4.1 the other party commits a material breach of this Agreement and such breach is not remediable;

17.4.2 the other party commits a material breach of this Agreement which is not remedied within thirty (30) Business Days of receiving written notice of such breach;

17.4.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within ten (10) Business Days after the other party has received notification that the payment is overdue; or

17.4.4 the other party is subject to an Insolvency Event. A party exercising this right of termination shall only be entitled to do so prior to the other party entering into a relevant insolvency process.

18. CONSEQUENCES OF TERMINATION

18.1 Immediately on termination or expiry of this Agreement (for any reason), the rights granted by the Supplier under this Agreement shall terminate and the Customer shall (and shall procure that each Authorised User shall):

18.1.1 stop using the Software and Services (as applicable); and

18.1.2 destroy and delete or, if requested by the Supplier, return any copies of the Supplier's Confidential Information in its possession or control (or in the possession or control of any person acting on behalf of any of the Customer).

18.2 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

19. ENTIRE AGREEMENT

- 19.1.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 19.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

20. NOTICES

- 20.1 Any notice given by the Supplier or the Customer under this Agreement shall be sent in writing to the other using those contact details given in the Contract.

21. VARIATION

- 21.1 No variation of this Agreement shall be valid or effective unless it is:
- 21.1.1 an Update made in accordance with this Agreement; or
- 21.1.2 made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

22. ASSIGNMENT AND SUBCONTRACTING

- 22.1 Except as expressly provided in this Agreement, the Supplier may at any time assign, sub-contract, sub-licence, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.
- 22.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

23. NO PARTNERSHIP OR AGENCY

- 23.1 The Supplier and the Customer are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

24. SEVERANCE

- 24.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 24.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25. WAIVER

- 25.1 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 25.2 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

26. THIRD PARTY RIGHTS

- 26.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

27. NO BRIBERY OR MODERN SLAVERY

- 27.1 The Customer warrants that it (and any member of its supply chain): (i) has not committed and will not commit an offence under the Bribery Act 2010 or Modern Slavery Act 2015 (and equivalent legislation in any other jurisdiction) in relation to this Agreement or any other contract with the Supplier; and (ii) has adequate procedures in place to prevent its associated persons and supply chain from committing an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 (and equivalent legislation in any other jurisdiction).

28. GOVERNING LAW

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

29. JURISDICTION

- 29.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Definitions and interpretation

In this Agreement:

"Affiliate" means either party's holding company and ultimate holding company and each of its subsidiary companies from time to time, **"holding company"** and **"subsidiary"** having the meanings given to them in section 1159 of the Companies Act 2006;

"Aggregate/Anonymous Data" means: (i) data generated by aggregating Customer Data with other data so that results are non-personally identifiable with respect to Customer or its Authorised Users; and (ii) learnings, logs, and data regarding use of the Software and/or Services.

"Agreement" means the terms set out in the clauses and other provisions of this document (including the schedules) as Updated from time to time;

"Applications" means the software or applications used by or on behalf of the Supplier to provide the Software and Services (as applicable);

"Approved Processors" means (i) individuals working on a self-employed basis for the Supplier; (ii) organisations that might assist the Supplier with data cleansing or processing from time to time; and (iii) organisations that might assist the Supplier in developing insights and supporting other work from time to time. A list of Approved Processors will be provided to the Customer on request.

"Authorised Users" means the named users authorised by the Customer to use the Service in accordance with the terms of this Agreement;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England;

"Clinical Care Data" means data pertaining to the health status of an individual or data subject;

"Commencement Date" means the earlier of (i) the date on which the parties execute the Contract; (ii) the date that the Software and/or Services (as applicable) commence; and (iii) the 'go-live' date of the Software and/or Services (as applicable) which is mutually agreed in writing between the parties;

"Confidential Information" means all information (whether in oral, written or electronic form) relating to either party's business which may reasonably be considered to be confidential in nature including information relating to either party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to either party's pricing terms and any other technical or operational specifications or data relating to the Software and Services shall be deemed to be Confidential Information;

"Contract" means the contract entered into between the Customer and the Supplier that incorporates this Agreement by reference;

"Controller" means the natural or legal person, public authority, agency or other body which, either alone or jointly with others, determines the purposes and means of the Processing of personal data;

"Customer" means the party identified as such in the Contract whom the Supplier is to provide the Software and/or Services to (as applicable);

"Customer Data" means all data, including Customer Personal Data and Clinical Care Data (in any form) that is provided to the Supplier or uploaded or hosted on any part of the Software and/or Service by the Customer or by any Authorised User (but excluding Feedback);

"Customer Personal Data" means any information provided by or on behalf of Customer to Supplier relating to an identified or an identifiable natural person ("**data subject**") being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity, or as otherwise defined under applicable Data Protection Legislation;

"Customer Systems" means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Software and/or Services or that the Software and/or Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

"Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data;

"Data Protection Legislation" means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated, or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including (i) the UK Data Protection Act 2018, (ii) the GDPR, or from the date on which the UK leaves the European Union, all legislation enacted in the UK in respect to the protection of personal data, and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the UK Commissioner's Office (or equivalent regulatory body) from time to time;

"Data Protection Particulars" means, in relation to any Processing under this Agreement: (i) the subject matter and duration of Processing; (ii) the nature and purpose of Processing; (iii) the type of Personal Data being Processed; and (iv) the categories of Data Subjects, all as more particularly described in a separate document to be agreed between the parties prior to the Supplier carrying out any Processing under this Agreement;

"Documentation" means in respect of the Software and Services, the relevant instructions as to how to use the Software made available by the Supplier at <https://realworld.health/terms/> (as updated from time to time);

"VOT Technology" means the VOT Software and Services, any and all related or underlying documentation, technology, code, know-how, logos and templates (including in any reports or output obtained from the VOT Software and Services (as applicable), anything delivered as part of support or other Software and services, and any updates, modifications or derivative works of any of the foregoing, including as may incorporate any Feedback;

"Fees" means the fees together with any other amounts payable to the Supplier under this Agreement as set out in the Contract;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such

networks or with the internet;

"Good Clinical Practice" means using standards, practices, methods and procedures conforming to the law and using that degree of skill and care, diligence and prudence which would reasonably and ordinarily be expected from a skilled, efficient and experienced person providing services the same as or similar to the Services at the time the Services are provided

"Intellectual Property Rights" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, Software and service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;

"IP Claim" means any claim brought by a third party against the Customer by any third party alleging that the Customer's use of the Software and/or Services infringes any copyright, database right or registered trade mark, registered design, registered design rights or registered patents in the United Kingdom;

"Insolvency Event" means, where (i) a party becomes insolvent or unable to pay its debts as and when they become due, or (ii) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (iii) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a party's assets or business, or (iv) a party make(s) any composition with its creditors, or (v) a party cease(s) to continue its business, or (vi) as a result of debt or maladministration a party take(s) or suffers any similar or analogous action in any jurisdiction.

"Open Source Software" means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of this Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of this Agreement;

"Permitted Purpose" means the purpose for which an Authorised User is entitled to use the Software and/or Services as set out under the Contract;

"Process", "Processed" or "Processing" means accessing, collecting, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying Customer Personal Data, or carrying out any operation(s) on the Customer Personal Data or as otherwise defined under applicable Data Protection Legislation;

"Processor" means the natural or legal person, public authority, agency or other body which Processes personal data on behalf of the Controller;

"Processing Instructions" means the instructions for Processing Customer Personal Data, as set out in this Agreement, and otherwise as provided agreed between Supplier and Customer from time to time;

"Services" means the services to be performed by VOT as specified in the Contract, including any related Documentation, and excluding any third-party products;

"Software" means the specific proprietary software of VOT, including any related Documentation, and excluding any third-party products;

"Term" means the Initial Term or the Subsequent Renewal Term as applicable;

"Update" has the meaning given in clause 6.2, and **Updated** shall be construed accordingly;

"Update Notification" has the meaning given in clause 6.1;

"Upgrade" has the meaning given to it in clause 6.4;

"User Subscriptions" means the user subscriptions (if any) purchased by the Customer as set out under the Contract which entitle Authorised Users to access and use the Software and/or Services and the Documentation in accordance with this Agreement; and

"VAT" means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

In this Agreement, unless otherwise stated: (i) the background section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation; and

(ii) the Supplier and the Customer are together the **"parties"** and each a **"party"**, and a reference to a 'party' includes that party's successors and permitted assigns.