



Terms and Conditions for Heidi Health Ltd

G-Cloud 15 lot 2b

Definitions

In this Agreement, the following definitions shall apply:

Account means a user account registered by or on behalf of the Customer that enables a User to access and use the Heidi Platform in accordance with this Call-Off Contract.

Agreement means the terms of this Call-Off Contract and these Terms and Conditions, including any annexures or schedules, and any documents incorporated by reference, as amended from time to time.

Business Day means a day other than a Saturday, Sunday, or public holiday in England, on which banks are open for business in the United Kingdom.

Call-Off Contract means the contract entered into between Heidi Health and the Licensee under the G-Cloud 15 framework.

Commencement Date means the date of the last party executes this agreement unless otherwise specified in the Call-Off Contract on which this Services begins.

Confidential Information means all non-public, proprietary or confidential (or reasonably considered to be confidential) information disclosed by one party to the other, whether orally, in writing, or electronically, including but not limited to business operations, technical data, trade secrets, financial information, and user data. Confidential Information does not include information that is publicly available (other than due to a breach of this Agreement).

Customer means the Licensee who is entering into this Call-Off Contract with Heidi.

Customer Data means any data, content, or information, including Personal Information and health information, that is input into, captured by, or provided to the Heidi Platform by or on behalf of the Customer or its Users in the course of using the Services, including information originating from Data Subjects or Individuals (i.e., patients). Customer Data excludes Heidi Content and De-identified Information.

Data Breach has the meaning given in the *Data Protection Act 2018* and means any unauthorised access to, or disclosure of, or loss, or misuse of Personal or Sensitive Information, whether actual or suspected, that could compromise the privacy or security of that information.

Data Subjects or Individuals means individuals whose information may be captured during consultations or conversations conducted by the Users.

De-identified Information, in relation to Personal Information, has the meaning given in the *Data Protection Act 2018* and means Personal Information that is no longer about an identifiable individual or an individual who is reasonably identifiable.

Downtime means any period during which the Heidi Platform is unavailable or materially impaired, excluding scheduled maintenance, Force Majeure Events, interruptions outside Heidi's reasonable control, or outages of Third Party connections or utilities.

Force Majeure Event means any act, event, omission or accident beyond a party's reasonable control, including but not limited to acts of God, pandemics, epidemics, war, riot, civil commotion, government orders, failure of telecommunications or utilities, or natural disasters.

Health Information means any Personal Information regarding their health conditions.

Heidi means Heidi Health Ltd, including its affiliates, directors, employees and agents.

Heidi Content means all content, tools, materials, documentation, text, software, and data made available via the Heidi Platform, including output generated through the Services, whether developed by Heidi or licensed from third parties materials made available through the Heidi Platform, including text, graphics, logos, software, and documentation, whether owned by Heidi or licensed from third parties.

Heidi Platform or **Platform** means the digital software platform operated by Heidi and made available to the Customer under this Agreement, including its software interface, features, infrastructure, integrations, and all related tools and functionality made available to the Customer, including any related tools, features, and content which are available through web portal, browser extension, mobile/desktop applications.

Heidi Services or **Services** means the services provided by Heidi via the Platform, as described in this Agreement.

Integration Services means services provided by Heidi to integrate the Platform with the Customer's existing practice management, EHR (Electronic Health Record) system, or other third-party systems. This includes configuration, testing, and support, as set out in the Agreement Overview.

Intellectual Property Rights means all existing and future intellectual and industrial property rights including, without limitation, patents, trademarks, copyrights, trade secrets, designs, and moral rights, whether registered or unregistered means all intellectual property rights, including but not limited to copyright, patents, trademarks, trade secrets, know-how, and moral rights, whether registered or unregistered.

Key Requirements means critical deliverables, outcomes, milestones, or functional capabilities that must be met to support the Customer's successful use of the Services.

Laws means all applicable laws, regulations, rules, orders, and standards in any relevant jurisdiction which are relevant to the performance or use of the Services under this Agreement.

Material Breach means a substantial failure to perform or comply with a material obligation under this Agreement, which is not remedied within a reasonable period (thirty (30) days, unless otherwise agreed in writing) after the non-breaching party provides written notice of the breach.

Personal Information has the meaning given in the *Data Protection Act 2018*.

Pilot Period means the optional initial trial period during which the Customer may access the Services at no cost for the purpose of evaluation, if previously agreed upon by both parties.

Privacy Policy means Heidi's Privacy Policy (available at <https://www.heidihealth.com/legal/privacy-policy>), as amended from time to time.

Related Services means any additional services provided by Heidi in connection with the Platform, including but not limited to integration, support, and customisations.

Sensitive Information has the meaning given in the *Data Protection Act 2018*.

Subscription means the entire Services you are entitled to on Heidi's Platform.

Term means the period of this Agreement from the Commencement Date and continuing until termination or expiry of this Call-Off Contract, including any Pilot Period or extensions, agreed upon by the Parties.

Third Party has the meaning given in the *Data Protection Act 2018* and means any person or body other than the individual the information is about and the entity that holds the information (i.e., Subprocessors).

Third Party Functionality has the meaning given in Section 6.3 and includes any software, services, APIs, integrations, service or content service, or content provided by Third Parties and made available as part of or in connection with the Platform, which may be subject to additional Third Party terms.

Usage Policy means Heidi's Scribe Usage Policy governing access to and use of the Platform, as amended from time to time.

User means an individual who is authorised by the Customer to access and use the Heidi Platform using a registered Account.

1. Accounts and registration

1.1. Accounts. To access Heidi Services, Users from the Customer's organisation assigned to a Seat to access Heidi, must register for, and hold, an Account. By creating an Account, you acknowledge that Users will agree to use Heidi Services only in accordance with the terms of this Agreement and our Usage Policy.

1.2. Registration Process. As part of registering for, and activating, a User Account, Users will need to provide us with information, including personal information. This information may include, but is not limited to, their full name, specialty, and contact details (such as the contact email and phone number). Heidi will use and disclose this information only for the purposes of operating our Heidi Platform, and as otherwise described in our Privacy Policy.

1.3. Account Security. When Users register and activate their Users Accounts, they can choose their username and password. The Users are responsible for keeping the

username and password secure and are responsible for all use and activity carried out on their Users Accounts with Heidi.

2. Services

2.1. Heidi Overview. Heidi developed and owns the medical scribe platform which facilitates clinicians' delivery of healthcare services (the "**Heidi Platform**") by transcribing and filtering the patient encounters and preparing a customisable formatted progress note, as well as diverse documentation generation and additional support functions as further described or provided by Heidi available on Heidi's website. Notwithstanding the free version of Heidi Platform, the Services under this Agreement are provided to you on a subscription basis for the agreed-upon Term as set forth in the Agreement Review which shall be mutually executed between the Parties which incorporates the General Terms herein. To access and use the Heidi, Customer must have an active Subscription in effect and Customer is responsible at their own expense for obtaining internet access and any required hardware, software or other technology.

2.2. Access to Heidi's Services. Subject to the Terms of this Agreement, and Customer paying all amounts owed under it, Heidi shall grant Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right for its Users (as defined below) to access and use the Heidi Platform. Customers are also bound by any further restrictions set forth in the Agreement Overview or Schedule. All rights not expressly granted to Customer herein are reserved by Heidi and its licensors or other providers. "Customer User" means any employee, contractor, clinician, general practitioner, healthcare specialist, or other individual authorised by the Customer to access or use the Heidi Platform on the Customer's behalf.

2.3. Customer Cooperation. Customer shall (and shall cause each Customer User to): (a) reasonably cooperate with Heidi in all matters relating to the Heidi Platform and (b) respond promptly to any Heidi request and provide the applicable information and documentation reasonably necessary for the provision of the Heidi Platform and ensure such information and documentation are complete and accurate in all material respects.

3. Fees and payments

3.1. Services Fees. Customer shall pay all fees for the Services through Heidi as set forth in the Call-Off Contract. And Customer shall not disclose such Terms to any Third Party without Heidi's prior written consent.

3.2. Taxes. All amounts due under this Agreement are non-cancellable, non-refundable, and exclusive of all sales, uses, excise, service, value added, or other taxes, duties and charges of any kind. Customer is responsible for taxes arising out of the use of the Heidi Platform, which may be invoiced by Heidi from time-to-time.

3.3. Payment Method. All payments due under this Agreement shall be made via the payment method nominated by Heidi. Invoices are payable within fourteen (14) days of the invoice date (Net 14), unless otherwise agreed in writing.

3.4. No Continuity. The pricing and subscription terms set out in this Agreement apply only for the term of this Agreement. Upon its expiry or termination, any continued access to Heidi by your users will be subject to Heidi's then-current standard pricing and terms. Heidi is not required to maintain or extend the terms of this Agreement to any users beyond its term.

4. Security and Data Privacy

4.1. Information Security. Heidi shall maintain reasonable physical, technical and organisational safeguards for Customer Data in Heidi's possession or control and the security of Heidi's information management system, materially consistent with industry standards. Heidi shall comply with data privacy and security laws applicable to its performance under this Agreement.

4.2. Privacy Obligations. Heidi must, in the performance of the terms of this Agreement, comply with privacy laws in respect of any Personal Information, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the *Data Protection Act 2018*.

4.3. Consent. Without limiting Section 5.2, Customer and Users must ensure that at all times they hold all necessary authorisations or current consents from individuals (including patients) to disclose their personal information to Heidi, so to enable Heidi to collect, process and store personal information for the purpose of operating Heidi Platform and delivering the Services.

4.4. Data Breach. In the event of a privacy data breach, actual or suspected, Heidi will notify the Customer within a reasonable period of time as stipulated by applicable laws and regulations. Where required, Customer must collaborate with Heidi to take all reasonable steps to contain and remedy the breach.

4.5. Personal Information Collection Notice. We may collect, process, store Personal Information about the Users and the Personal Information raised in clinical consultation about any patient in order to provide you with the core functionalities under Heidi's services and for purposes otherwise set out in our Privacy Policy at <https://www.heidihealth.com/legal/privacy-policy>. By providing your personal information to us, you consent to the collection, use, storage, and disclosure of that information as described in the terms of this Agreement and our Privacy Policy. Heidi Platform relies on you providing this information to provide Heidi or Related Services to you.

4.6. Use of De-Identified Information. Notwithstanding the above, Heidi Health leverages de-identification and pseudonymisation techniques to process data that contains any personal identifiable information before storage, including any personal health information or sensitive data, that is made available to Heidi during the use of Heidi's Services. This de-identified information is limited for the following purpose: to enable relevant functionality of Heidi Platform for you, for example, storing your sessions transcripts and notes for later review and downstream tasks. Heidi will take reasonable

steps to ensure that the de-identified information, cannot be reverse-engineered, re-identified, or linked back to you, or to any patients by third parties.

5. Use of Heidi

5.1. General Restrictions. Customer and Users must: a) comply with all applicable laws and professional obligations related to the terms of this Agreement; and the use of the Scribe tool such as Heidi and any Related Services; b) obtain consent from your patient to use Heidi's Services in a consultation and share personal and sensitive information with Heidi, if required by law in your jurisdiction; c) cooperate and comply with all reasonable directions from Heidi in relation to your use of Heidi Platform; d) adhere to Heidi's Platform Usage Policy as updated and notified to you from time to time; and e) notify Heidi immediately if you become aware of any actual or potential defects in Heidi or related services.

5.2. Prohibitions. Except as otherwise permitted under the terms of this Agreement, Customer must not: a) distribute, sub licence or otherwise transfer all or any part of Heidi Services made available originally, to any other person or entity; b) attempt to disassemble, decompile or otherwise reverse engineer the Platform, except as permitted by law; c) alter, customise, modify, or create derivative works of Heidi; d) expose Heidi, or any data to reasonably avoidable cyber risks; e) remove, obliterate or alter any proprietary notice on Heidi; f) supply inaccurate data to Heidi or any other person through Heidi; g) engage in any conduct, or make any public statement, that you know or ought reasonably to know would materially harm Heidi's reputation or goodwill. (This does not restrict any feedback or reviews made in good faith).

5.3. Third Party Functionality. Heidi's Service includes certain features or functionalities provided by third-party service providers, such as user authentication and consumer billing. You acknowledge that the performance or availability of these features may be impacted by the terms, service levels, or operations of those third-party providers.

6. Intellectual Property

6.1. Ownership. Customer acknowledges and agrees that as between Heidi and the Customer, all right, title, and interest in and to the Heidi Platform (including any software, products, processes, algorithms, user interfaces, know-how, techniques, data, information, text, images, designs, logos, compilations, tangible or intangible technical material or information, and other content made available through the Heidi Platform, other than Customer Data (as defined below), any related documentation, and all improvements and derivatives of the foregoing (including all trade secrets and other intellectual property and proprietary rights embodied therein or associated therewith) (collectively, "Heidi Technology") are and shall remain owned by Heidi or its licensors or other providers, and this Agreement in no way conveys any right, title, or interest in the Heidi Technology other than a limited right to use the Heidi Platform in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names, or logos.



6.2. Feedback. Customer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information relating to the Heidi Platform to Heidi ("Feedback"). You agree that Heidi may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise, provided the Customer shall not be identified in connection with any such Feedback without Customer's written consent in its sole discretion.

6.3. Customer Data. Customer acknowledges and agrees that as between Heidi and the Customer, the Customer shall retain all of its right, title, and interest in and to the Customer Data, and this Agreement in no way conveys to Heidi any additional rights in the Customer Data other than the limited right to use the Customer Data as provided herein. Customer hereby grants to Heidi a limited, non-exclusive, royalty-free right to use, process, display, transmit, and distribute Customer Data to provide the Heidi Platform to Customer and perform its obligations and exercise its rights under this Agreement. The content of Customer Data shall be Customer's sole responsibility.

Heidi may process, use, retain, and share data related to Customer's and/or its Users' access, use, and interaction with the Heidi Platform and its features ("Usage Data") for Heidi's legitimate business purposes, including, but not limited to, testing, security, troubleshooting, developing, creating, and operating the Heidi Platform in Heidi's discretion.

6.4. Customisations. Heidi may provide customisation services as requested by you, such as agreed-upon modifications to enhance the functionality of using Heidi Platform. The scope, deliverables, and additional fees for such services will be subject to further discovery and scoping by both Parties. All intellectual property rights in the customisations developed by Heidi for the you shall remain with Heidi, unless otherwise agreed in writing between the parties.

7. Confidential Information

7.1. Confidentiality. Each Party (as "Receiving Party") hereto acknowledges that the Confidential Information of the disclosing party ("Disclosing Party") constitutes valuable confidential and proprietary information. Each party must not disclose any content or any information of a confidential nature communicated by the Disclosing Party, or otherwise learnt, accessed or generated by the Receiving Party as a result of entering into the terms of this Agreement or using Heidi, Heidi Content or receiving Related Services (**Confidential Information**), except a) to such party's personnel who have a need to know; b) if the disclosure is required by law; or c) if the recipient of the Confidential Information has independently obtained such information from a Third Party (other than via a breach of confidence). For the avoidance of doubt, information which is in the public domain (other than as a result of a breach of confidence) will not constitute Confidential Information.

7.2. Obligation. Each party agrees to maintain the confidentiality of Confidential Information during the Term and for two (2) years following termination or expiration of this Agreement. Each party shall take all reasonable steps to protect Confidential Information

from unauthorised access, use, or disclosure, which shall include, but not be limited to, the steps that the party takes to protect its own proprietary and confidential information. In the event of a breach of confidentiality, the breaching party shall immediately notify the non-breaching party and take all necessary actions to remedy the breach.

8. Limitations

8.1. Technical requirements. You acknowledge that you are responsible for ensuring that your information technology and other systems are able to work in conjunction with the system standards set forth by Heidi.

8.2. No substitute of professional advice. You acknowledge that Heidi, Heidi Content, and any Related Services are intended solely to support clinical administrative workflows and while Heidi is registered as a medical device under Medicines and Healthcare Regulatory Agency as Digital Dictation system (Class I), all clinical decisions, including diagnosis, treatment, and patient care, remain the sole responsibility of qualified medical professionals. You must not represent or rely on Heidi or its Content as a source of clinical judgment, treatment recommendations, or medication guidance. Heidi makes no representations or warranties regarding any clinical actions taken based on its Content and disclaims all liability for any resulting harm or damages.

9. Suspension. Where practicable, Heidi shall provide Customer with notice of any outages or suspensions of Heidi within a reasonable time. We reserve the right to restrict, suspend or terminate your access to Heidi without notice in the event that such suspension or termination of access is determined by Heidi to be essential to protect the security of Heidi, Heidi Content, or any Customer Data.

10. Pilot of Heidi Services

10.1. Duration. Heidi may invite the Customer to assess Heidi Platform, typically reserved for enterprise customers, at no cost for a limited period ("Pilot Period"). Participation is voluntary and at the Customer's discretion. The duration of the Pilot Period is to be agreed upon by both Parties.

10.2. Evaluation. At the conclusion of the Pilot Period, the Customer may elect to either continue using the Services or terminate this Agreement. If the Customer elects to continue, it will be deemed to have accepted the evaluation criteria and outcomes as communicated by Heidi.

10.3. Continuation of Service. Should the Customer choose to continue following the Pilot Period, this Agreement shall remain in effect, subject to any amendments or updated terms as notified by Heidi or as mutually agreed in writing.

10.4. Cancellation. The Customer may cancel this Agreement at the end of the Pilot Period without charge or penalty by providing written notice to Heidi.

11. Term and Termination

- 11.1. Terms of the Services.** This Agreement commences on the Effective Date and continue until terminated or expired in accordance with its Terms. If this Agreement is executed after the Date as specified in the Agreement Overview, the parties agree that the terms of this Agreement will have retrospective application on the parties from that Effective Date. The initial subscription term for access to the Heidi Platform, along with any renewal terms, is as set out in the Agreement Overview. The initial term and any renewal terms together constitute the Term. The Term may be extended by written agreement between the Parties.
- 11.2. Order of Precedence.** This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Call-Off Contract, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 11.3. Termination for Breach.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and does not cure such breach within thirty (30) days of receipt of the breach notice.
- 11.4. Termination for Insolvency.** Either Party may terminate this Agreement immediately if the Customer becomes the subject of any voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.
- 11.5. Other Terminations.** The Supplier may suspend access to the Services, in whole or in part, only to the extent reasonably necessary, and only where:
- 11.5.1. the Customer is in material breach of this Agreement and has failed to remedy such breach within the applicable cure period following written notice;
 - 11.5.2. the Supplier reasonably believes that the Customer's or any User's use of the Services poses a material risk to the security, integrity, or availability of the Services or to Customer Data;
 - 11.5.3. suspension is required to comply with applicable Law or a lawful instruction of a regulatory or governmental authority; or
 - 11.5.4. the Customer has failed to pay undisputed fees and remains in default after the applicable notice period.
- 11.6. Effect of Termination.** Customer must pay all relevant outstanding fees or other amounts (including under an indemnity) due under the terms of this Agreement; the licence granted by Heidi to Customer will cease and Heidi shall cease providing (and Customer shall cease using) Heidi and related services; to the extent permitted by law, the Customer must (at our request) return or destroy all copies of Confidential Information retained in Customer systems or otherwise in Customer's possession or control; to the extent permitted by law, Heidi may, at discretion, delete any data, content or materials which have been provided to Heidi; and It will not affect any accrued rights,



and rights and obligations which are intended or which by their nature survive termination will continue to have effect.

12. Indemnity

12.1. Heidi Indemnification. Heidi shall defend, indemnify, and hold harmless Customer and its directors, officers, employees, and agents from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent based on any claim that Customer or its Users' authorized use of the Heidi Platform infringes or misappropriates a third party's intellectual property rights.

12.2. Customer Indemnification. Customer must at all times indemnify and hold harmless Heidi and its shareholders, directors, officers, employees, and agents from and against any and all Claims arising out of or relating to (a) Customer's or any User's use of the Heidi Platform in violation of this Agreement or applicable law or (b) any claim made by a patient in relation to any act or omission of Customer, except to the extent the Claims are attributable to the unlawful, or wilful misconduct of Heidi or its related bodies corporate.

12.3. Exclusion. Heidi's obligations in Section 13.2 above shall not apply to any Claim to the extent arising out of or relating to: (a) misuse of the Heidi Platform, (b) any modification or alteration of the Heidi Platform not created or approved in writing by Heidi, (c) any combination of the Heidi Platform with any computer, software, service, or anything else not provided by Heidi, but only to the extent such Claim would not have arisen but for such combination, or (d) Heidi's compliance with specifications or other requirements of Customer.

If the Heidi Platform is or may be subject to a Claim described in Section 7.1 above, Heidi may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Heidi Platform as contemplated herein, (ii) replace or modify the Heidi Platform so that it becomes non-infringing without substantially compromising its principal functions, or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer any prepaid fees for the Heidi Platform associated with the then-terminated Subscription Term. Heidi's obligations in this Section 7 are Heidi's sole obligations, and Customer's sole remedies, in the event of any infringement of intellectual property rights by or related to the Heidi Platform.

13. Liability and Disclaimer

13.1. Disclaimer of AI Usage. The Heidi Platform incorporates artificial intelligence and machine learning technologies. While Heidi strives to ensure the accuracy, reliability, and safety of the platform and its outputs, due to the probabilistic nature of such technologies, the Heidi Content may at times be inaccurate, incomplete, or contextually inappropriate. Despite ongoing efforts to improve the platform, it remains the User's responsibility to assess the accuracy and appropriateness of any Heidi Content. Users should independently review and validate any output before relying on it or using it further, particularly in clinical or operational contexts. Heidi does not guarantee that the

platform will be error-free or that errors will not occur beyond its reasonable control. Accordingly, Heidi makes no representations or warranties, express or implied, as to the accuracy, completeness, suitability, or applicability of any Heidi Content or related outputs.

13.2. Disclaimer of Indirect Damages. EXCEPT AS SET FORTH HEREWITHIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE HEIDI PLATFORM BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES SUFFERED: due to your use of Heidi, the related services and/or the information or materials contained on or made available through it (including Heidi Content); as a result of the inaccessibility of Heidi, Heidi Content or the related services (including any loss, corruption or destruction of your material that is not attributable to Heidi); due to communications, performance, security or data corruption problems, disconnection of transmission services or failures or delays in transmission of Heidi or the related services connected with telecommunication services and other means of transmission provided by third parties; and/or in connection with an interference with or damage to your computer systems occurring in connection with the use of Heidi or a linked site. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY CONSUMER RIGHTS THAT CANNOT BE WAIVED OR LIMITED UNDER APPLICABLE LAW.

13.3. Heidi Platform Provided “As Is”. EXCEPT AS PROVIDED IN THIS AGREEMENT, YOU UNDERSTANDS AND AGREE THAT THE HEIDI CONTENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IS PROVIDED “AS IS” AND WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

13.4. Damage Cap. To the extent permitted by law, the aggregate liability of either party for loss sustained by the other party in connection with the terms of this Agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) will not exceed the amount of fees paid by Customer to Heidi for the Heidi Platform under this Agreement during any consecutive twelve (12) months immediately preceding the act that gave rise to the liability, even if the party has been advised of the possibility of any of the foregoing types of losses or damage.

14. Jurisdiction and Dispute Resolution

14.1. Jurisdiction and Governing Law. The terms of this Agreement will be governed by and construed in accordance with the laws of England and Wales, without regard to any conflict of laws provisions and you submit to the exclusive jurisdiction in the courts of London.

14.2. Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the parties shall endeavour to resolve the matter through good faith negotiations. If the dispute cannot be resolved within fifteen (15) business days of notice of the dispute, either party may escalate the matter by submitting it to a senior executive of each party for resolution. If the dispute remains unresolved fifteen (15) business days after such escalation, the dispute shall be submitted to the venue specified in Section 15.1, unless the parties agree in writing to an alternative forum. This provision does not limit Heidi's right to seek injunctive or other equitable relief at any time.

15. General

15.1. Modifications/Supplemental Term; Other Offerings. The Heidi Platform may be modified and evolve over time or new offerings may be added by Heidi. Heidi will use commercially reasonable efforts to identify material changes through documentation on Heidi' website, the Heidi Platform, or through other electronic means such as newsletters. Heidi may offer certain changes, improvements, or new features, functionality, or offerings that may be subject to additional fees and expenses and supplemental terms and conditions, which Heidi will post on its website or the Heidi Platform and will be incorporated by reference into this Agreement. If Customer objects to such supplemental terms and conditions, Customer will have no right to access or use the new improvements, features, or functions.

15.2. Relationship of Parties. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

15.3. Concurrent Use of Accounts. Each User Account is personal to the individual authorised by the Customer and may not be shared. The Customer must not permit any other person to use a User Account, nor may the Customer transfer, assign, sub-contract, sub-license, or otherwise dispose of any rights associated with a User Account.

15.4. Force Majeure. If Heidi is partially or wholly precluded from complying with our obligations under the terms of this Agreement by any event, matter or circumstance that is beyond our reasonable control, then Heidi's obligation to perform will be suspended for the duration of the delay arising out of that event, matter or circumstance and Heidi will not be liable for failure to perform our obligations. The Parties will use reasonable efforts to mitigate the effects of such Force Majeure Events.

15.5. Entire Agreement. The terms of this Agreement constitute the entire agreement between the Parties relating to the subject matter of the terms of this Agreement and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.

15.6. Severability. If any part or provision of the terms of this Agreement are invalid, unenforceable or in conflict with the law, the invalid or unenforceable part or provision will be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision. The remainder of the terms of this Agreement will be binding on the parties.

15.7. Injunctive Relief. Each Party acknowledges that its violation of any intellectual property rights or confidentiality obligations herein (including any limitations or restrictions on use of the Heidi Technology) will cause substantial harm to the other Party that cannot be remedied by monetary damages. Accordingly, the harmed Party shall be entitled to seek injunctive relief or other equitable relief, for any such breach, without a requirement to post bond, in any court of competent jurisdiction.

15.8. Notice. Heidi may give notice by electronic mail to Customer User's e-mail address on record in User's account information, or by written communication sent by first class mail or pre-paid post to Customer' address in Schedule 1.

15.9. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorised representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorised representative on behalf of the Party claimed to have waived. No provision of any other communication or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.