

MASTER SERVICES AGREEMENT

EFFECTIVE DATE: [Date]

PARTIES:

VECTORCARE SOLUTIONS LIMITED, a company incorporated in England Wales with registered number 16324277 whose registered office is at 85 Great Portland Street, First Floor, London, England, W1W (“**VectorCare**”); and

[**CUSTOMER NAME**], a company incorporated in England Wales with [registered number] whose registered office is at [Address] (“**Customer**”)

(each a “**Party**” and together the “**Parties**”).

This Master Services Agreement (the “**Agreement**”) is made on the Effective Date and sets out the terms on which VectorCare will provide the Services to Customer. This Agreement incorporates any Order Forms and Exhibits entered into under it.

1. DEFINITIONS

Capitalised terms will have the meanings set forth in this Section 1 or in the section in which they are first used.

- i. “**Authorised User**” means Customer’s employees, agents, and independent contractors authorised by Customer to access the Services.
- ii. “**Customer Content**” means any content, data, and information provided to VectorCare by or on behalf of Customer or its Authorised Users for use with the Services, including, without limitation, any Customer logos, names, or trademarks. Customer Content does not include Licensed Material or Resultant Data.
- iii. “**Customer Personal Data**” means any Personal Data contained in Customer Content that VectorCare processes on behalf of Customer in connection with the Services.
- iv. “**Data Protection Laws**” means all applicable laws and regulations relating to the processing of Personal Data, including the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by the Information Commissioner’s Office.
- v. “**Documentation**” means the materials describing the use and operation of VectorCare that are made available to Customer as written technical briefs or on <https://vectorcare.zendesk.com/knowledge> or such other web page as VectorCare may designate to Customer from time to time.
- vi. “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
- vii. “**Licensed Material**” means reports, results, materials, and documentation made available to Customer as part of the Services. Licensed Material does not include VectorCare or any component of VectorCare.

- viii. **“Personal Data”, “Special Category Personal Data”, “Controller”, “Processor”, “Processing”, “Data Subject”, “Personal Data Breach” and “Supervisory Authority”** have the meanings given to them in the UK GDPR.
- ix. **“Resultant Data”** means statistics, data, insights, observations, analyses, ideas, and other information that does not identify any natural person and is derived from the categorization, modelling, or other processing of one (or more) data set(s), including, without limitation, data sets that include Customer Content and data of VectorCare’s other customers and users.
- x. **“Services”** means the cloud-based patient logistics and care coordination platform provided by VectorCare as specified in an Order Form.
- xi. **“UK GDPR”** means the retained EU law version of Regulation (EU) 2016/679 as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended.

2. SERVICES AND SUPPORT

- i. **Access Grant.** Subject to the terms of this Agreement and the applicable Order Form (including payment of any fees), VectorCare grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Term. Where the Customer has chosen a Contribution Model, Customer is responsible for any fees unpaid by its connected vendors or customers. Customer will use reasonable endeavors to prevent unauthorised access to, or use of, VectorCare, and notify VectorCare promptly of any unauthorised use known to Customer.
- ii. **Upgrades.** From time to time in accordance with VectorCare’s generally applicable procedures, VectorCare shall make available and implement upgrades, enhancements, and error corrections at no additional charge when such upgrades, enhancements and error corrections are generally made available to its other customers at no additional charge.
- iii. **Service Levels (SLA) and Support.** Subject to the terms and conditions of this Agreement, VectorCare will exercise reasonable endeavors to (a) provide support for the use of VectorCare to Customer, (b) keep VectorCare operational and available to Customer, in each case in accordance with its standard policies and procedures, and (c) provide the Service in accordance with the Service Level Commitment below. The Service Level Commitment will be measured monthly, excluding holidays and weekends and scheduled maintenance (such measurement generally, the "Service Level"). Any downtime resulting from outages of third-party connections or utilities or other reasons beyond VectorCare’s control are excluded from any calculation. VectorCare’s sole and exclusive remedy, and VectorCare’s entire liability, for failure to meet the Service Level Commitment is a credit of that month’s Fees paid by Customer, as set out below.

Service Level	Remedy
100.0% - 99.5%	None
99.5% - 95.0%	10%
<95.0%	20%

Downtime begins to accrue as soon as Customer (with notice to VectorCare) recognises that downtime is taking place and continues until the availability of the Services is restored. In order to receive a service credit, Customer must notify VectorCare in writing within five (5) Business Days after becoming aware of the relevant downtime. Credits may not be redeemed for cash and are not cumulative in any 1 calendar month. VectorCare will only apply a credit to the month in which the

incident occurred. VectorCare's blocking of data communications or other Service in accordance with its policies will not be deemed to be a failure of VectorCare to provide adequate service levels under this Agreement.

- iv. **Hosting.** Hosting. Unless otherwise agreed in an applicable Order Form, VectorCare will host and operate the Services using hosting infrastructure selected by VectorCare. VectorCare will be responsible for the hosting environment used to provide the Services. Customer is responsible for procuring and maintaining its own internet connection and internal networks and devices required to access the Services. VectorCare may monitor use of the Services: (a) to operate, secure and improve the Services; and (b) to verify compliance with this Agreement. Customer shall not interfere with such monitoring or otherwise obscure from VectorCare any use of the Services.
- v. **Data location.** The Parties may agree in an Order Form on the primary hosting location (for example, the United Kingdom or the European Economic Area). Where Customer Personal Data is transferred outside the United Kingdom, VectorCare will ensure an appropriate transfer mechanism is in place in accordance with Data Protection Laws.
- vi. **Professional Services.** Customer may engage VectorCare to perform certain Professional Services in connection with the Services or Platform, including, without limitation, data conversions, training, deployment, implementations, integration, or other Professional Services. Any Order for Professional Services shall describe the fees, costs and expenses payable by Customer to VectorCare and any assumptions or dependencies relating to such Professional Services. VectorCare shall have no obligation to perform any Professional Services until an Order for such Services has been executed.
- vii. **Modifications and Change Control.** A Party may request a modification to the Professional Services by written request to the other Party and specifying the desired modification(s). After receiving a request from Customer, VectorCare shall submit an estimate of the impact for such modifications and a revised estimate of the time for performance following receipt of such request and all required information. Modifications shall be performed under the terms of this Agreement and the applicable Order once mutually agreed. Modifications in any Order shall become effective only when executed by authorised representatives of both Parties.
- viii. **Customer Responsibilities for Professional Services.** Customer shall cooperate with VectorCare as necessary for VectorCare to provide Professional Services. Subject to the applicable Order, Customer shall make available in a timely manner at no charge to VectorCare all facilities, office space and equipment, programmes, data, files, documentation, test data, or other information and resources required by VectorCare for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Customer. Customer shall reimburse VectorCare for any additional efforts or costs it incurs as a result of Customer's failure to perform its obligations.

3. INTELLECTUAL PROPERTY

- i. **License Grant.** Subject to the terms and conditions of this Agreement, VectorCare grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.viii) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use VectorCare in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the

Documentation solely to support Customer's use of VectorCare. Customer may permit Authorised Users to access and use the features and functions of VectorCare as contemplated by this Agreement.

- ii. **Restrictions.** Customer will not, and will not permit any Authorised User or other party to: (a) allow any third party to access VectorCare, Licensed Material, or Documentation, except as expressly allowed in this Agreement; (b) modify, adapt, alter, or translate VectorCare, Licensed Material (except as expressly provided in this Agreement), or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer, or otherwise allow the use of VectorCare, Licensed Material, or Documentation for the benefit of any unauthorised third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) or nonpublic APIs of VectorCare, except as required by law; (e) interfere in any manner with the operation of VectorCare or the hardware and network used to operate VectorCare; (f) modify, copy, or make derivative works based on any part of VectorCare or Documentation except for permitted White Labeling or through permitted custom reporting in Insights™; (g) access or use VectorCare or Licensed Material to build a similar or competitive product or service; (h) attempt to access VectorCare through any unapproved interface; (i) use any manual or automated software, devices or other processes to "scrape" or download data from the Platform; (j) attempt to circumvent, manipulate, bypass, or otherwise alter the allocation of bids or tickets or any other aspect of the operation of the Services, including the payment of Fees; or (k) otherwise use VectorCare, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.i or in a manner inconsistent with applicable law, the Documentation, or this Agreement.
- iii. **Cookies.** As a direct result of using the Platform, VectorCare agrees not to deploy any tracking mechanisms, including "cookies," that monitor the internet or computer usage of Customer or its Authorised Users. Permissible exceptions are: (1) tracking necessary for the provision of the Cloud Services; or (2) tracking explicitly authorised by Customer in writing. Any third-party cookies resulting from viewing VectorCare's public webpages or marketing materials are unrelated to the use of the Platform.
- iv. **Malware, Viruses and Disabling Devices.** VectorCare further agrees to use all reasonable efforts to ensure the Platform and any other materials and deliverables supplied by VectorCare to Customer hereunder do not include any of the following: (i) malware, viruses, worms, Trojan horses, spyware and other computer instructions, devices or techniques than can or were designed to threaten, infect, assault, vandalise, defraud, disrupt damage, disable, alter, inhibit or shut down the Platform or Customer's processing environment; or (ii) computer instructions, code or other disabling devices intended by VectorCare to limit the use of the Cloud Services to particular computers, servers or processors/CPU's. VectorCare will utilise anti-malware and advanced threat detection capabilities to aid in the detection and response to malware.
- v. **Emergency medical decision making/care.** Customer acknowledges and agrees that VectorCare will not be used, and is not licensed for use, in connection with any emergency, medical decision making, provision of medical care, time-critical, or mission-critical functions. Customer must not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of VectorCare or its licensors on the Licensed Material or any copies.
- vi. **Territory.** Unless otherwise stated in an Order Form, the Services may be accessed and used by Customer and its Authorised Users in the United Kingdom and such other territories as the Parties

may agree in writing. Customer is responsible for ensuring that its use of the Services complies with applicable laws in the territories in which it uses the Services.

- vii. **Ownership.** As between the parties, the Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to VectorCare in this Agreement are reserved by Customer. As between the parties, VectorCare, Licensed Materials, Documentation, and Resultant Data, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of VectorCare and its suppliers. All rights in and to VectorCare, Licensed Materials, Documentation, and Resultant Data not expressly granted to Customer in this Agreement are reserved by VectorCare and its suppliers.
- viii. **License to Licensed Material.** Subject to the terms and conditions of this Agreement, VectorCare grants Customer a non-exclusive, non-transferable (except as permitted under Section 13.viii), non-sublicensable, royalty-free, and fully-paid license to use Licensed Material solely for Customer's internal business purposes and, where legally required, to publicly display reports generated by the Services as reasonably necessary to fulfill its legal obligations.
- ix. **License to Customer Content; Resultant Data.** Customer grants to VectorCare (and its subcontractors) a non-exclusive, worldwide, royalty-free license during the Term to host, copy, transmit, display, process and otherwise use Customer Content to the extent necessary to: (a) provide the Services and any Professional Services; (b) prevent or address service, security, support or technical issues; and (c) comply with applicable law. VectorCare may create and use Resultant Data for the purposes of operating, maintaining, improving and developing VectorCare's products and services, provided that Resultant Data does not identify any individual and is aggregated and anonymised in accordance with Data Protection Laws. VectorCare will not use Customer Content that contains Personal Data for marketing purposes unless Customer has expressly agreed in writing and any required lawful basis and transparency requirements under Data Protection Laws are satisfied.
- x. **Open Source.** Certain items of software may be provided to Customer with VectorCare and certain Licensed Materials are subject to "open source" or "free software" licenses ("Open Source Material"). Some of the Open Source Material is owned by third parties. Each item of Open Source Materials is licensed under the terms of the end-user license that accompanies such Open Source Materials. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end-user license for the Open Source Materials. If required by the applicable license for any Open Source Material, VectorCare will make the relevant Open Source Material and any modifications to it available to Customer on request, in accordance with the license terms. Requests should be sent to: privacy@vectorcare.com (or such other address as VectorCare notifies to Customer from time to time).
- xi. **Third Party Products.** Certain features and functionality of the Services may rely on third party data, software, or applications ("Third Party Products"). Third-Party Products may be subject to their own terms and conditions, which will be identified to the Customer in writing before they are incorporated into the Services. If Customer does not agree to abide by the applicable terms for any Third-Party Products, then Customer should not install or use the Third-Party Products or utilise any features or functionality of the Services that incorporate them.
- xii. **Feedback.** Customer hereby grant to VectorCare a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any VectorCare products or services any suggestions, enhancement requests, recommendations, or other feedback provided by

Customer, including Authorised Users, relating to the Services. VectorCare will not identify an Authorised User or Customer as the source of any such feedback.

4. TERM AND TERMINATION

- i. **Term.** This Agreement shall commence on the Effective Date and shall continue for the Initial Term, and thereafter shall automatically renew for successive periods of one (1) year (each a “Renewal Term”), unless either Party gives the other Party not less than thirty (30) days’ prior written notice of non-renewal, such notice to expire at the end of the Initial Term or the then-current Renewal Term.
- ii. **No Termination for Convenience.** Except as expressly set out in this Agreement, neither Party may terminate this Agreement (or any Order Form) for convenience during the Initial Term. Customer may terminate an Order Form for convenience during a Renewal Term by giving not less than ninety (90) days’ prior written notice, provided that Customer shall remain liable for all Fees due up to the effective date of termination and any committed minimum fees set out in the applicable Order Form.
- iii. **Termination for Cause.** Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.
- iv. **Termination for Insolvency.** Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:
 - i. enters into liquidation (whether voluntary or compulsory), administration or has a receiver, administrative receiver or manager appointed over any of its assets;
 - ii. suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due (within the meaning of section 123 of the Insolvency Act 1986);
 - iii. enters into any arrangement or composition with its creditors (including a company voluntary arrangement) or has a moratorium declared in respect of it; or
 - iv. has any analogous event occur in any jurisdiction to those set out in clauses (a) to (c).
- v. **Survival.** Any provisions of this Agreement which by their nature are intended to survive termination or expiry shall survive, including provisions relating to fees and payment, confidentiality, intellectual property, data protection, limitation of liability, indemnities, dispute resolution and governing law.

5. FEES AND PAYMENT

- i. **Fees.** Customer will pay the fees specified in the Order Form. Fees are non-refundable and non-cancellable except as expressly provided herein.
- ii. **Payment Terms.** Unless specified otherwise in an Order Form, all invoices for licenses, subscriptions, professional services and fixed annual amounts are due **Net 30 days** from the invoice date. Fees due under the Contribution Model are billed at the end of the month due and must be paid within 5 (five) days of the date of the invoice. Contribution Model Fees require a valid bank account or credit card to be provided in the Platform. By providing us this information, Customer authorises us to invoice and charge Customer's account for all Contribution Model amounts due and payable to us under this Agreement and affirms that no additional notice or consent is required. Customer will immediately notify us of any change in its billing address or the credit card or other account used for payment. Customer will pay us directly by another designated method if the credit card or other payment method designated above is declined or subject to a chargeback.
- iii. **Late Payment.** If Customer fails to pay any undisputed amount due under this Agreement by the due date, VectorCare may charge interest on the overdue amount at 4% per annum above the base rate

of the Bank of England, accruing daily from the due date until payment is made in full, whether before or after judgment. This is without prejudice to any other rights or remedies VectorCare may have.

- iv. **Taxes.** All Fees are exclusive of VAT (and any other applicable sales taxes), which shall be payable by Customer at the applicable rate upon receipt of a valid VAT invoice.
- v. **Credit Card Payments.** VectorCare reserves the right to charge Customer a transaction fee based on its form of payment (such as a credit card). VectorCare will detail the amount of the fee, if any, at the point of collection when presenting the payment options.
- vi. **Third Party Fees.** Customer may elect a Contribution Model and therefore the costs of VectorCare between Service Requestor and Service Provider. Where Customer has determined to implement a Contribution Model, Customer is responsible for any Fees unpaid by the Service Requestor/Provider. Customer acknowledges that VectorCare will charge third parties fees relating to their access and use of Supplier's technology and offerings applicable to their business where Contribution Model arrangements are implemented or where requested by the third parties.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

- i. **Licenses; Customer Content.** Customer will obtain all third-party licenses, consents, and permissions needed for VectorCare to use the Customer Content to provide the Services and exercise its rights under this Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Content.
- ii. **Customer Warranty and Responsibility.** Customer represents and warrants that (1) the Customer Content and its use by VectorCare in accordance with this Agreement will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic, or unlawful; (d) contain any viruses, worms, or other malicious computer programming codes intended to damage, exfiltrate, or prevent VectorCare or its users' access to VectorCare's systems, network, or data; and (e) otherwise violate the rights of a third party, individual, or applicable law; and (2) it will comply with all applicable laws and regulations.
- iii. **User registration warranty.** In order to access certain features related to the Services, Customer or its Users may be required to register. In registering, Customer must (1) provide true, accurate, current and complete information as prompted by the registration process (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it accurate, current, and complete. Customer represents that Customer is (1) at least 18 years old; (2) of legal age and otherwise authorised to form a binding contract; and (3) not a person barred from using the Services under applicable laws and sanctions regimes, Customer's place of residence, or any other applicable jurisdiction or by us. Customer must monitor its account to restrict use by unauthorised people, and Customer will accept full responsibility for any unauthorised use (except where it is due to VectorCare's unauthorised disclosure of Customer's credentials). If Customer provides any information that is untrue, inaccurate, not current or incomplete, or VectorCare has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VectorCare has the right to suspend or terminate Customer's Services and account and refuse any and all current or future use of the Services. Customer must not create an account using a false identity or information, or on behalf of someone other than who Customer purports to be or represents. Customer must not create an account or use the Services if Customer has been previously removed by VectorCare, or if Customer has been previously banned from the Services.

- iv. **Back-ups; Security.** Customer will have the ability to export Customer Content out of VectorCare for the Term of the relevant Order Form. Customer acknowledges that VectorCare is not intended to serve as its data retention repository and that Customer is solely responsible for creating its own backup copies of any Customer Content at Customer's sole cost and expense. In the event any Customer Content is damaged, lost or destroyed due to any act or omission of VectorCare, VectorCare shall be responsible for the prompt regeneration or replacement of such information. Customer and its Authorised Users will have access to the Customer Content and will be responsible for all changes to, or deletions of, Customer Content by Customer and the security of all usernames, passwords, API keys, and other credentials in its possession required to access VectorCare. Customer will be responsible for any and all actions taken using Customer's accounts and passwords where the passwords or access are provided by or taken from Customer (as opposed to VectorCare). If any Authorised User who has access to VectorCare is no longer an employee of or engaged by Customer, then Customer will immediately delete access and otherwise terminate the Authorised User's access to VectorCare.
- v. **Data Protection.**
 - (a) Roles. To the extent VectorCare processes Customer Personal Data on behalf of Customer in providing the Services, Customer is the Controller and VectorCare is the Processor (unless otherwise stated in an Order Form).
 - (b) Processor obligations. VectorCare shall:
 - i. (i) process Customer Personal Data only on documented instructions from Customer (including as set out in this Agreement and the applicable Order Form), unless required to do otherwise by applicable law;
 - ii. (ii) ensure that persons authorised to process Customer Personal Data are subject to appropriate confidentiality obligations;
 - iii. (iii) implement appropriate technical and organisational measures to protect Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - iv. (iv) not engage another Processor (a "Sub-processor") to process Customer Personal Data without informing Customer and ensuring the Sub-processor is bound by written obligations substantially equivalent to those in this Agreement;
 - v. (v) assist Customer, taking into account the nature of the processing, to respond to requests from Data Subjects to exercise their rights under Data Protection Laws;
 - vi. (vi) assist Customer in ensuring compliance with its obligations relating to security, breach notification, impact assessments and consultation with regulators, to the extent applicable to the Services;
 - vii. (vii) notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data and provide reasonable information and cooperation;
 - viii. (viii) at Customer's choice and on termination or expiry of the Services, delete or return Customer Personal Data (and delete existing copies) except to the extent retention is required by law; and
 - ix. (ix) make available to Customer information reasonably necessary to demonstrate compliance with this clause and allow for audits or inspections by Customer (or its auditor) on reasonable notice and subject to reasonable confidentiality and security requirements.

(c) International transfers. Where VectorCare transfers Customer Personal Data outside the United Kingdom, VectorCare shall ensure that such transfers are made in accordance with Data Protection Laws using an approved transfer mechanism (such as the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses).

(d) Customer obligations. Customer warrants that it has obtained all necessary notices, consents and lawful bases required to provide the Customer Personal Data to VectorCare for processing and that its instructions shall comply with Data Protection Laws.

- vi. **Power and Authority; No Conflicts.** Each Party to this Agreement represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder. Each Party further represents and warrants that neither the execution, delivery and performance of this Agreement by such party nor the consummation by such Party of the transactions contemplated hereby will conflict with, or result in a breach of, any of the terms, conditions or provisions of such Party's Articles of Association, or any agreement to which it is a Party.

7. WHITE LABELING, API ACCESS and THIRD-PARTY INTEGRATION ACCESS

- i. **White Labeling.** Upon mutual agreement of VectorCare and Customer and subject to VectorCare's standard fees as well as these Terms, we will modify the Services for Customer's use by creating a white-labeled version for Customer's use as part of its standard business operations and not for resale. The white-labeled platform will feature Customer's trademarks and logos provided by Customer with a designation such as "Powered by VectorCare."
- ii. **API Access.** Any API use is governed by the terms available at www.vectorcare.com/terms-of-service.
- iii. **Third-Party Integration Access.** Any Third-Party Integration use is governed by the terms available at www.vectorcare.com/terms-of-service.

8. CONFIDENTIALITY

- i. **Confidential Information.** "Confidential Information" means any information (in whatever form) that is disclosed by or on behalf of a Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is identified as confidential or which by its nature or circumstances of disclosure ought reasonably to be treated as confidential, including technical, commercial, financial, operational, and business information. The Services, Documentation, and all enhancements and improvements to either of the foregoing will be considered Confidential Information of VectorCare.
- ii. **Protection of Confidential Information.** Except as expressly authorised in this Agreement, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations, and exercising its rights, under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorised Users (with respect to Customer) or to personnel and contractors who have a need to know such information for the purpose of the performance of the Receiving Party's obligations or exercising its rights under this Agreement, who have confidentiality obligations no less restrictive than those set forth in this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorised use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the

Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

- iii. **Exceptions.** The confidentiality obligations set forth in Section 8.ii will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, to the reasonable satisfaction of the Disclosing Party, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information.
- iv. **Permitted Disclosures.** The Receiving Party may disclose Confidential Information (i) to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law (including, without limitation, freedom of information laws) or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure to the extent permitted by law, cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order, discloses no more information that is legally required, and in the case of disclosure required by freedom of information laws, Customer will afford all confidentiality protections available under applicable law to such Confidential Information prior to disclosing it pursuant to such laws.

9. WARRANTIES AND DISCLAIMERS

- i. **Limited Warranty.** VectorCare represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and in substantial conformity with the Documentation. VectorCare's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for VectorCare to use reasonable endeavors to correct the reported non-conformity, or if VectorCare determines this remedy to be impracticable, either party may terminate the portion of the Services affected by the breach of warranty and Customer will receive as its sole remedy a refund of any Fees Customer has pre-paid for use of the Services for the terminated portion of the applicable Term. The limited warranty set forth in this Section will not apply: (i) unless Customer makes a claim within 30 days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by use not in accordance with the Documentation, unauthorised modifications, or third-party hardware, software, or services, or (iii) to use provided on a no-charge, trial, or evaluation basis.
- ii. **Disclaimer.** Except as expressly stated in this Agreement, and to the maximum extent permitted by law, VectorCare excludes all conditions, warranties and other terms which might otherwise be implied by statute, common law or otherwise. The Services, Licensed Materials and Documentation are provided "as is". VectorCare does not warrant that the Services will be uninterrupted or error-free, or that the Services will meet Customer's specific requirements. Nothing in this Agreement excludes or limits any liability which cannot be excluded or limited under applicable law.
- iii. **RESPONSIBILITY.** IT IS CUSTOMER'S RESPONSIBILITY TO EXAMINE AND TEST THE SERVICES AFTER IT IS AVAILABLE TO CUSTOMER TO DETERMINE IF IT IS ACCEPTABLE TO CUSTOMER AND ADEQUATE, COMPLIANT, AND SAFE FOR CUSTOMER'S NEEDS AND USES. CUSTOMER IS SOLELY RESPONSIBLE AND

LIABLE FOR CUSTOMER'S USE OF AND RELIANCE ON THE SERVICES. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND THAT THE RIGHT TO USE THE SERVICES IS CONDITIONED ON CUSTOMER'S REPRESENTATION TO US THAT CUSTOMER HAS ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

- iv. **VectorCare is a technology provider.** We are software developers; not physicians, lawyers, or providers of medical services. While VectorCare strives to provide Customers with a useful logistics management platform, it is Customer's responsibility to ensure its use is appropriate for Customer's needs and allowed. We provide a tool and a platform to help coordinate certain aspects of ancillary health services that Customer need to customise and review elements to ensure it tracks Customer's contracts and the law as it applies to Customer's location, Customer's services, the individual being cared for, and other specifics. Without limiting the generality of the foregoing, VectorCare is not a medical services provider nor a compliance, benefits/payment collection or credential tool and does not provide medical, psychological, psychiatric, or legal advice. If applicable to Customer, Customer is solely responsible for maintaining valid credentials, registration, and insurance and ensuring that Customer's Service Providers do the same. VectorCare does not review any information inputted into the Services by users nor vet any providers or administrators nor their actions or omissions.
- v. **The Services require access to the internet.** Customer understands that if a Service Provider or other vendor, such as an ambulance provider, is in a remote area or otherwise unable to access the internet, the Services will not work in its entirety.

10. INDEMNIFICATION

- i. **By VectorCare.** VectorCare will defend, indemnify and hold harmless Customer from and against any third-party claim alleging that the Services, when used in accordance with this Agreement, infringe any patent, copyright, trade mark or other Intellectual Property Rights in the United Kingdom (an "IP Claim"), and will pay all damages and costs finally awarded against Customer (including reasonable legal costs) or agreed in settlement by VectorCare in respect of such IP Claim. If any portion of VectorCare becomes, or in VectorCare's opinion is likely to become, the subject of an IP Claim, VectorCare may, at VectorCare's option: (a) procure for Customer the right to continue using VectorCare; (b) replace VectorCare with non-infringing software or services that do not materially impair the functionality of VectorCare; (c) modify VectorCare so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of VectorCare and Documentation. Notwithstanding the foregoing, VectorCare will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of VectorCare not in accordance with this Agreement or as specified in the Documentation; (ii) any use of VectorCare in combination with other products, equipment, software, or data not supplied by VectorCare; (iii) any modification of VectorCare by any person other than VectorCare or its authorised agents; or (iv) Customer's settlement or admission with respect to any claim without VectorCare's prior written consent (each an "Exclusion"). This Section 10.i states the sole and exclusive remedy of Customer and the entire liability of VectorCare, or any of its officers, directors, employees, shareholders, contractors, suppliers, or representatives, for infringement claims and actions.
- ii. **By Customer.** Customer will defend at its expense any claim brought against VectorCare to the extent the claim is based on a claim by any third party arising from or relating to the Customer Content,

Customer's marks or logo provided to us as part of white labeling, Customer's use of the Services (except where the claim is specific to and generally applicable to the Services and not Customer's use of it), the breach or alleged breach by Customer of Sections 3.i (License Grant), 3.i (Restrictions), 6.i (Licenses; Customer Content), 6.ii (Customer Warranties and Responsibilities), 6.v (Data Protection), or 8 (Confidential Information), or any Exclusion, and Customer will indemnify and hold harmless VectorCare from and against any damages, expenses and costs finally awarded against Customer or agreed in settlement by Customer (including reasonable legal fees and costs) resulting from such claim. Customer will defend at its expense any claim brought against VectorCare relating to bodily injury, death, or property damage arising from the transportation services facilitated by Customer or its vendors.

- iii. **Procedure.** The indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit. The indemnifying party will have sole control of the defense or settlement of any claim or suit. The indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.
- iv. **Insurance.** Each Party shall maintain insurance with reputable insurers sufficient to cover its obligations under this Agreement. Without limiting the foregoing, VectorCare shall maintain during the Term:
 - i. employer's liability insurance with a limit of not less than £5,000,000;
 - ii. public liability and product liability insurance (or commercial general liability) with limits of not less than £2,000,000 per claim;
 - iii. professional indemnity (technology errors and omissions) insurance with limits of not less than £5,000,000 per claim; and
 - iv. cyber liability insurance with limits of not less than £5,000,000 per claim (where VectorCare processes Personal Data).
- v. On request, VectorCare shall provide Customer with certificates of insurance evidencing such cover.

11. LIMITATION OF LIABILITY

- i. **Excluded losses.** Subject to clause 11.3, neither Party shall be liable to the other for any indirect or consequential loss, or for any: loss of profit; loss of business; loss of revenue; loss of goodwill; or loss or corruption of data, arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise.
- ii. **Liability cap.** Subject to clause 11.3, each Party's total aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees paid or payable by Customer in the 12 months immediately preceding the event giving rise to the claim.
- iii. **Non-excludable liability.** Nothing in this Agreement limits or excludes either Party's liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. any other liability which cannot lawfully be limited or excluded.
- iv. **Basis of bargain.** The Parties acknowledge that the limitations of liability in this clause 11 are reasonable and reflect an allocation of risk.
- v. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations specified in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

- vi. **Exclusion for Unauthorised Actions and Results of Use.** VectorCare shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any (a) unauthorised or improper use or modification of the Services, Platform, Documentation, or Professional Services deliverables, (b) any unauthorised combination with other services, deliverables, platforms, software, hardware, or technology, or (c) any act or omission by Customer, its affiliates, Facilities, Departments, Authorised Users, Transport Requestors or other third parties outside of VectorCare's control. Customer is solely responsible for the results obtained from the use of the Services, Platform, Documentation, and Professional Services.

12. PUBLICITY

- i. **Co-Marketing.** Neither Party may issue press releases or public announcements relating to this Agreement or use the other Party's name, logos or trademarks, without the other Party's prior written consent (not to be unreasonably withheld or delayed), except that VectorCare may include Customer's name (not logo) in a confidential list of customers shared with prospective customers and investors.

13. GENERAL PROVISIONS

- i. **Governing Law and Jurisdiction.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. 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.
- ii. **Dispute Resolution.** If a dispute arises relating to this Agreement or the provision of Services, the Account Managers will confer and use reasonable endeavors to resolve the dispute amicably. If the Account Managers are unable to resolve the dispute under any portion of the Agreement within 10 business days, they will refer the dispute to the Executive Sponsors for resolution within 10 Business Days following the end of the 10-business day period. The Executive Sponsors will meet either in person or via telephone to attempt in good faith to resolve the dispute. This section does not limit either party's right to bring a claim for injunctive or other emergency relief in the courts. Account Managers are the contact person under this Agreement for the Customer and us. The Executive Sponsor is an executive at the party responsible for this relationship or a similar executive at the party. Each party will provide the names, email address, and mobile numbers of the Account Managers and Executive Sponsors within 2 business days of a request.
- iii. **Freedom of Information Requests.** VectorCare will cooperate with Customer's requests to provide information that Customer requires to comply with its legal obligations under applicable freedom of information laws. Where the cooperation exceeds basic data provision, VectorCare will provide such cooperation for a fee or as Professional Services pursuant to an SOW.
- iv. **Export compliance.** Each Party shall comply with applicable export control and sanctions laws relating to its performance under this Agreement.
- v. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- vi. **Waiver; Interpretation.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other

occasion. The terms “include” and “including” are meant to be inclusive and will be deemed to mean “include without limitation” or “including without limitation.”

- vii. **No Assignment.** Except as provided in this section and Section 13.xii, neither party may assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations in this Agreement, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Customer or VectorCare may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or other operation of law, without consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.
- viii. **Compliance with Law.** Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Licensed Material, and Documentation.
- ix. **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) or failure to perform any duties or obligations will not be considered a breach of this Agreement if the delay or failure is caused by a labour dispute, shortage of materials, fire, earthquake, flood, denial of service or other cyber-attack, diminishment of telecommunications or data networks or services, or any other event beyond the control of a party, provided that the party uses reasonable efforts, under the circumstances, to notify the other party of the cause of delay and to resume performance as soon as possible.
- x. **Independent Contractors.** Customer’s relationship to VectorCare is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that Customer has, any authority to act on behalf of VectorCare.
- xi. **Subcontractors.** VectorCare may use the services of subcontractors and permit them to exercise the rights granted to VectorCare in order to provide the Services under this Agreement, provided that VectorCare remains responsible for (a) compliance of any subcontractor with the terms of this Agreement and (b) for the overall performance of the Services as required under this Agreement.
- xii. **NHS Specific Clauses.** Exhibit A includes additional requirements that shall only apply where Customer is UK Public Sector organization.
- xiii. **Notices.** Any notice given under this Agreement shall be in writing and shall be delivered by hand, pre-paid first-class post, or email to the addresses set out in the relevant Order Form (or as otherwise notified). Notices shall be deemed received: (a) if delivered by hand, on signature of a delivery receipt; (b) if sent by pre-paid first-class post, at 9.00am on the second Business Day after posting; and (c) if sent by email, at the time of transmission provided no delivery failure notification is received, except that notices of termination or material breach must also be sent by hand or post.
- xiv. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.
- xv. **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matters of this Agreement and supersedes and merges all prior discussions between the parties with respect to these subject matters.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNED for and on behalf of

CUSTOMER: _____

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

SIGNED for and on behalf of

VECTORCARE SOLUTIONS LIMITED

By (Signature): _____

Name (Printed): _____

Title: _____

Date: _____

Exhibit A - UK PUBLIC SECTOR / NHS-SPECIFIC PROVISIONS

This Exhibit A applies where the Customer is an NHS body, public authority, or otherwise requires these provisions for regulatory or procurement compliance.

1. Information Governance and Security

- a. Information Security. VectorCare shall implement and maintain appropriate technical and organisational measures designed to protect Customer Content (including Customer Personal Data) against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall take into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks to individuals.
- b. Security Controls. VectorCare shall maintain policies and procedures relating to information security and, where applicable to the Services, controls covering access management, encryption in transit and at rest (where appropriate), vulnerability management, patching, logging and monitoring, and secure development practices.
- c. DSP Toolkit / Cyber Essentials (optional). Where applicable to VectorCare, VectorCare shall use reasonable endeavors to maintain compliance with the NHS Data Security and Protection Toolkit (DSPT) and/or Cyber Essentials (or equivalent) during the Term.

2. **Clinical Safety.** Customer acknowledges that the Services are not designed to provide clinical advice or make clinical decisions. Customer remains solely responsible for all clinical decision-making, patient care, and compliance with applicable clinical and regulatory obligations.

3. **Sub-processors.** VectorCare shall maintain a list of Sub-processors used to provide the Services and make that list available to Customer on request. VectorCare may update its Sub-processors from time to time and shall notify Customer of any material changes where the Sub-processor will process Customer Personal Data. Customer may object to a new Sub-processor on reasonable grounds related to data protection within thirty (30) days of notice, and the Parties shall discuss in good faith whether VectorCare can provide the Services without using the new Sub-processor. If this is not reasonably practicable, Customer may terminate the affected Order Form without penalty by written notice within thirty (30) days of VectorCare's response.

4. **Audit.** Audit Right. On reasonable written notice, Customer (or its appointed auditor) may audit VectorCare's compliance with this Exhibit no more than once per calendar year, and otherwise only following a material security incident affecting Customer, provided that: (a) the audit is conducted during normal business hours; (b) Customer ensures the auditor enters into appropriate confidentiality obligations; (c) the audit does not unreasonably disrupt VectorCare's business; and (d) Customer bears its own costs and VectorCare may charge its reasonable costs of providing audit assistance unless the audit identifies a material breach of this Agreement by VectorCare.

5. Security Incidents and Cooperation

- a. Notification. VectorCare shall notify Customer without undue delay after becoming aware of any Personal Data Breach affecting Customer Personal Data and shall provide reasonable information and cooperation to assist Customer in meeting its obligations under Data Protection Laws.

- b. Cooperation. VectorCare shall, to the extent reasonably requested, cooperate with Customer in investigating, mitigating and remediating any Personal Data Breach, including by providing relevant logs and records (where available and lawful to disclose).

6. Freedom of Information

- a. FOIA. Customer may be subject to the Freedom of Information Act 2000 and related regulations. If Customer receives a request for information relating to this Agreement or the Services (a “FOIA Request”), Customer may be required to disclose such information. Where reasonably practicable and permitted by law, Customer shall: (a) notify VectorCare promptly of the FOIA Request; (b) consult with VectorCare regarding the application of any exemptions; and (c) take into account any representations made by VectorCare, provided that Customer shall have final decision-making authority regarding disclosure.
- b. Marking. VectorCare may identify in writing information which it considers to be commercially sensitive and/or confidential. Customer shall use reasonable endeavors to apply available exemptions to protect such information, but Customer shall not be liable for any disclosure required by law.

7. Anti-Bribery and Corruption. Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010. Each Party represents and warrants that it has in place adequate procedures designed to prevent bribery and corruption.

8. Modern Slavery. Each Party shall comply with the Modern Slavery Act 2015 and shall not engage in any practice which would constitute an offence under that Act. Where applicable, VectorCare shall maintain a modern slavery statement and publish it in accordance with section 54 of the Modern Slavery Act 2015.

9. Records Retention. VectorCare shall retain records relating to the provision of the Services (including audit logs and security records, to the extent maintained by VectorCare in the ordinary course) for a minimum period of twelve (12) months (or such other period as agreed in an Order Form), unless a longer period is required by law.