

RAPID HEALTH TERMS AND CONDITIONS

RAPID HEALTH LTD, incorporated and registered in England and Wales with company number 12061137, whose registered office is at 86-90 Paul Street, London, England, EC2A 4NE (“Rapid Health”) and the party named on the Order Form to whom Services are to be supplied by Rapid Health (“Customer”).

Rapid Health and Customer are individually referred to as a “Party” and collectively referred to as the “Parties”. The definitions and rules of interpretation used in this Agreement are shown at the end of it.

1. Agreement

- 1.1 This Agreement sets out the terms under which Rapid Health, will provide the Services, including the Software and the Documentation to the Customer for the Service Option set out in the Order Form subject always to payment of the Subscription Fees.
- 1.2 All work undertaken by Rapid Health from the Effective Date will be provided in accordance with this Agreement.

2. Rapid Health’s Services

- 2.1 During the Subscription Term Rapid Health shall provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 2.2 Rapid Health shall use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:

(a) planned maintenance carried out during the maintenance window published on the Rapid Health website from time to time; and

(b) unscheduled maintenance performed outside Normal Business Hours, provided that Rapid Health has used reasonable endeavours to give the Customer at least 8 Normal Business Hours' notice in advance.

2.3 Rapid Health will, as part of the Services provide the Customer with Rapid Health's standard customer support services during Normal Business Hours in accordance with Rapid Health's Support Services Policy in effect at the time that the Services are provided.

2.4 The Customer may purchase Enhanced Support services separately from Rapid Health on prior written request and provision of such Enhanced Support services are provided in accordance with the Support Services Policy.

3. Authorised Users & Covered Lives

3.1 Subject to the Customer paying the Fees in accordance with this Agreement, Rapid Health hereby grants to the Customer solely for the purposes of its Business, a non-exclusive, non-transferable license, to permit:

(a) Authorised Users to use the Services and the Documentation; and

(b) Patient End Users to use the Services for the purpose of entering Health Data and receiving Health Outputs.

3.2 In relation to the Authorised Users, the Customer undertakes that:

(a) it will procure that only Authorised Users use the Services; and that

(b) each Authorised User shall be instructed to keep a secure and confidential password for their use of the Services; and that

(c) each Authorised User and Patient End User is allocated a unique User Credential and that such credentials are not shared or used by any automated or non-human process; and

(d) promptly disable access for any person who ceases to qualify as an Authorised User or Patient End User.

3.3 The Customer may, from time to time during the Subscription Term, notify Rapid Health in writing that it wishes to purchase additional Authorised Users and Covered Lives subscriptions in excess of the number set out in the Order Form. Within five (5) Business Days of such a request, Rapid Health shall evaluate it and respond to the Customer with either rejection or approval of the request and notice of additional fees for the additional

Authorised Users and/or Covered Lives.

- 3.4 Where Rapid Health approves the request, Rapid Health shall activate the additional Authorised Users and/or Covered Lives subscriptions within the agreed timescale following receipt of the additional Subscriptions Fees agreed. All provision to and use by such additional Authorised Users and/or Covered Lives will be undertaken in accordance with the provisions of this Agreement and the Order Form shall be deemed updated from the point of agreement of inclusion of additional Authorised Users and/or Covered Lives.
- 3.5 Grant of the licence in clause 3.1 to the Customer shall not prevent Rapid Health from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 3.6 Unless with prior written consent of Rapid Health, the rights granted in this clause 4 are non-transferable and may not be sub-licensed.

4. Rapid Health's Obligations

- 4.1 Rapid Health undertakes that the Services will be supplied and performed substantially in accordance with the Documentation and with reasonable skill and care.
- 4.2 The undertaking clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Order Form, Rapid Health's instructions, or by modification or alteration of the Services by any party other than Rapid Health (or its duly authorised contractors or agents) or use of the Services other than by Authorised Users or use of the Services other than for the Business.
- 4.3 If the Services do not conform with the foregoing undertaking, Rapid Health will, at its expense, use all reasonable commercial efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 4.4 Rapid Health warrants that it has and will maintain all necessary licences, consents, permissions and customary or regulatory compliance necessary for the performance of its obligations under this Agreement.
- 4.5 In the event of any loss or damage to Customer Data, Rapid Health shall be for Rapid Health to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Rapid Health.

5. Customer's Obligations

- 5.1 During the Term the Customer shall co-operate fully with Rapid Health and shall promptly provide Rapid Health with;
- (a) all necessary assistance in relation to provision of the Services, under this

Agreement;

- (b) access to qualified staff to assist with Services set-up, integration and deployment;
- (c) all necessary licences, consents, and permissions necessary for Rapid Health, its contractors and agents to perform their obligations under this Agreement;
- (d) comprehensive and accurate responses to queries and enquiries in relation to supply of the Service, Health Data and Patient End User outcomes) without undue delay; and
- (e) such information as may be reasonably required by Rapid Health in order to provide the Services, including but not limited to Customer Content, Customer Data, security access information and configuration services.

5.2 Without affecting its other obligations under this Agreement during the Term the Customer shall:

- (a) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
- (b) comply with all applicable laws and regulations and maintain all necessary insurance, licences, consents, and permissions necessary with respect to its activities under this Agreement;
- (c) ensure that the Authorised Users use the Services and the Documentation in accordance with this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- (d) procure that Patient End Users use the Services in relation to entering Health Data and receiving Health Outputs in compliance with this Agreement and that any Patient End Users whom the Customer (or members of its Business) believe should not be granted access to the Services for any reason, are prohibited from doing so;
- (e) without affecting its obligations under clause 8, ensure that appropriate privacy

notices compliant with Applicable Data Protection Laws are issued by the Customer to Patient End Users, and consent to processing of personal data is specifically given (if and as required) in accordance with applicable Data Protection Law by Patient End Users in respect of use and storage of Customer Personal Data via the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by Rapid Health from time to time;

(g) be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Services and any part of them.

5.3 If the Customer fails to comply with the obligations above or delays in providing the assistance in clauses 5.1 and 5.2, Rapid Health may adjust any agreed timetable or delivery schedule and/or charge the Customer for any additional costs reasonably incurred as a result of delays caused by the Customer or due to any Regulatory or Assurance Change.

5.4 For the avoidance of doubt, the Customer at all times remains responsible for the accuracy of Customer Content, Health Data and health outcomes of Patient End Users and for any health outcomes of use of Additional Features scoped and requested by the Customer, as well as for ensuring use of the Services in compliance with Patient End User eligibility criteria issued by the NHS or similar regulatory or supervisory authority from time to time.

6. Charges and Payment

6.1 The Customer shall pay to Rapid Health the Set-up Fee, the Subscription Fees in accordance with this clause 6 and the Payment Terms, any Enhanced Support Fees and any Additional Features fees shown on the Order Form.

6.2 If Rapid Health has not received payment by the due date, and without prejudice to any other rights and remedies of Rapid Health:

(a) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Rapid Health's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

6.3 All amounts and fees stated or referred to in this Agreement:

(a) shall be payable in pounds sterling (£GBP);

(b) are exclusive of value added tax, which shall be added to Rapid Health's invoice(s)

at the appropriate rate.

7. Data Protection & Processing

- 7.1 This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 7.2 For the purposes of this Agreement, the terms Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach and Processing shall have the meaning given to them in the Data Protection Legislation.
- 7.3 Both parties will comply with Applicable Data Protection Laws and the Data Protection Agreement, execution of which by the parties is collateral to this Agreement.
- 7.4 The Customer consents to all actions taken by Rapid Health in connection with the processing of Customer Personal Data, in compliance with the Data Protection Agreement.
- 7.5 In the event of any inconsistency or conflict between the terms of the Data Protection Agreement and this Agreement, the Data Protection Agreement will take precedence with respect to all Data Protection matters.

8. Restrictions on Use of Services

- 8.1 The Customer undertakes and warrants that it shall only use the Services in accordance with Rapid Health's Code of Use at Schedule 1.
- 8.2 The Customer warrants that it shall not:
 - (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror,

republish, download, display, transmit, or distribute all or any portion of the Software, Platform and/or Documentation (as applicable) in any form or media or by any means;

ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software.

(b) access all or any part of the Services and/or Documentation in order to build a product or service which competes with the Services (or any part of them), Platform and/or the Documentation during the Term and for a period of three (3) years thereafter; use the Services, (or any part of them) to provide services to third parties (other than Patient End Users in the course of its Business);

(c) subject to clause 15.9, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, available to any third party except the Authorised Users and Patient End Users;

(d) attempt to obtain, or assist third parties in obtaining, access to the Services ; or

(e) introduce or permit the introduction of, any Virus or Vulnerability into the Rapid Health's network and information system.

8.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, and, in the event of any such unauthorised access or use, promptly notify the Rapid Health without delay.

8.4 The rights provided under this clause 8 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

8.5 The Customer shall ensure that User Credentials (and any Patient Verification Data) are not used by, or disclosed to, any automated or non-human technology.

9. Proprietary rights

9.1 The Customer owns and at all times shall remain owner of all right, title and interest in and to all of the Customer Data (that is not personal data), Customer Branding and Customer Material and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such information provided to Rapid Health and used in the Services and the Customer hereby grants a licence to Rapid Health to integrate and display the Customer Data (that is not personal data), Customer Branding and Customer Material as necessary for provision of the Services.

9.2 The Customer acknowledges and agrees that Rapid Health and/or its licensors own all Intellectual Property Rights in the Services, the Software and the Documentation and all code in relation thereto and analytical and statistical (and similar) information. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under

or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, the Software or the Documentation.

- 9.3 Each party confirms to the other that it has all the rights in relation to the Services, Software, Platform and the Documentation or the Customer Content or the Customer Branding (as appropriate) that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the other party's lawful possession before the disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

- 10.2 Subject to clause 10, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, is Confidential Information of Rapid Health.

- 10.6 Rapid Health acknowledges that the Customer Data is Confidential Information of the Customer.

10.7 Fff Each party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Contract, the nature of the project and its progress, or otherwise in reference to this Contract, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein and provided that each party seeks the consent of the other in connection with any such public statement or press release, which consent shall not unreasonably be withheld.

10.8 The above provisions of this clause 11 shall survive termination of this Agreement, however arising.

11. Indemnity

11.1 Rapid Health shall defend the Customer, its officers, directors, and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right, or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

a) Rapid Health is given prompt notice of any such claim;

(b) the Customer does not make any admission or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Rapid Health in the defence and settlement of such claim, at Rapid Health's expense; and

(c) Rapid Health is given sole authority to defend or settle the claim.

11.2 In relation to the indemnity in clause 11.1, in no event shall Rapid Health, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the Services or Documentation by anyone other than Rapid Health;

(b) a modification of the Services or Documentation by way of Additional Features, described or prescribed by the Customer;

(c) use of any database supplied to Rapid Health by or on behalf of the Customer;

(d) the Customer's use of the Services or Documentation in a manner contrary to the law (including Applicable Data Protection Laws) and/or the instructions given to the Customer by Rapid Health; or

(e) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Rapid Health or any appropriate authority.

12. Warranties and Limitation of Liability

- 12.1 Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, for End-User outcomes, for Health Data, and for Conclusions drawn from such use.
- 12.2 Rapid Health shall have no liability for any damage caused by errors or omissions in any information, instructions, Customer Data, or any other materials provided to Rapid Health by the Customer in connection with the Services, or any actions taken by Rapid Health at the Customer's direction.
- 12.3 Rapid Health is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.
- 12.4 Nothing in this Agreement excludes Rapid Health's liability for:
- (a) death or personal injury caused by Rapid Health's negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 12.5 For the avoidance of doubt, the Customer acknowledges and agrees that Rapid Health provides the Services as a decision-support tool only and that ultimate responsibility for all clinical decisions and patient care remains with the Customer.

13. Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with this Agreement;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts, or it enters into negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party), or petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party) or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership).

(d) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1; or

(e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.2 For the purposes of clause 13.1, “material breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from this Agreement and any of the obligations set out in it.

13.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

13.4 Without prejudice to any other rights or remedies, Rapid Health may terminate this Agreement (or the relevant Order Form) immediately on written notice if the Customer commits a breach of Clause 8 (use of Prohibited Technology / unauthorised access).

14. General Provisions

- 14.1 **Force majeure:** Rapid Health shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Rapid Health or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law, governmental order, rule, regulation or direction, or any mandatory requirement or assurance standard imposed by NHS England or another competent health authority, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 14.2 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.3 **Rights and remedies:** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.4 **Severance:** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

- 14.5 If any provision or part-provision of this Agreement is deemed deleted under clause 15.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.6 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 14.7 **No Partnership or Agency:** Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.8 **Third Party Rights:** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 14.10 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email or a digital signature platform nominated by Rapid Health shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.
- 14.11 No counterpart shall be effective until each party has provided to the other at least one executed counterpart.
- 14.12 **Notices:** Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand, by reputable courier or sent by recorded and signed for post to the other party at its address set out in the Order Form, or such other address as may have been notified by that party for such purposes and in all instances a copy of the notice is to be sent by email to the other party's email address, as notified by each party for such purposes from time to time.

- 14.13 A notice delivered by hand or by courier between 9.30 am to 5.30 pm Monday to Friday shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the next business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time it is signed for.
- 14.14 **Dispute Resolution:** If any dispute arises in connection with this Agreement, the Parties shall, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing (“ADR notice”) to the other party/ies requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than 14 days after the date of the ADR notice. The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings and arbitration.
- 14.15 **Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.16 **Jurisdiction:** Each party irrevocably agrees 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 or its subject matter or formation (including non-contractual disputes or claims).

1. SCHEDULE 1

RAPID HEALTH CODE OF USE:

1. The Customer agrees that it will not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services, the Software and/or Platform.
2. The Customer agrees that it will not access, store, distribute or transmit any material that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (f) is otherwise illegal or causes damage or injury to any person or property.
3. Rapid Health reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
4. Customer staff are trained to use the Services before use commences by them and are provided with the Documentation.
5. Patient End Users use the Services with permissions and made aware of data protection law and regulation and give consent to use of their Personal Data by the Service.
6. Customer will maintain and update Patient End-Users electronic patient records in accordance with usual required practice and nothing in this Agreement (or use of the Services) excuses, detracts or derogates from that obligation.

2. DEFINITIONS ANNEX

The definitions and rules of interpretation in this clause apply in this Agreement.

Additional Features: any improvement, enhancement or modifications to the Software, the Services, or the functionality or features provided by Rapid Health, whether following requests or feedback or suggestions from the Customer or in relation to which the Customer has provided input in relation to its Business, methods, organisational practice, Customer Content and/or outcomes for Health Data.

Applicable Data Protection Laws: means:

- a) To the extent the Data Protection Legislation applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Rapid Health is subject, which relates to the protection of personal data.

Authorised Users: means a natural person who is an employee, worker, officer, partner, locum, or individual contractor of the Customer (or of a Customer Group member) whom the Customer authorises to use the Services and Documentation solely for the Customer's internal business purposes, and who has been issued with a unique User Credential. For the avoidance of doubt, no software robot, script, bot, agent, AI model, voice or ambient scribe tool, screen-scraping tool, RPA technology or other non-human process is an Authorised User.

Business: the general medical practitioner practice as such term is defined in the NHS Data Model and Dictionary that is constituted, owned or operated by the Customer.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5 or clause 11.6.

Covered Lives: the number of Patient End Users the Customer anticipates will use the Services as shown in the Order Form.

Customer: the person, company, firm or other legal entity identified in the Order who purchases Services from Rapid Health.

Customer Branding: the branding elements of the Customer that are to be applied to the Customer's use of the Services.

Customer Content: any text, graphics, images, audio, video, data compilations or other information or materials (regardless of media or format) provided by the Customer for use by Rapid Health in relation to the Services.

Customer Data: the data inputted by the Customer, Authorised Users, Patient End Users, or Rapid Health on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, including Health Data.

Customer Personal Data: any personal data which Rapid Health processes in connection with this Agreement.

Data Processing Agreement: means the Data Protection Agreement entered into by the Parties on or about the date of this Agreement.

Data Processing Information Pack: collected information provided by Rapid health for the Customer which that collates and provides the Customer with information about how Rapid Health will process Customer Data.

Data Protection Legislation: means the Data Protection Act 2018.

Documentation: the document(s) made available to the Customer by Rapid Health (setting out a description of the Services and the user instructions for the Services including information provided online via videos, information updates or guidelines).

DPIA: A Data Protection Impact Assessment (DPIA) setting out the legal basis for processing and identifying risks arising out of the processing Personal Data which is created by the Customer.

Effective Date: the date specified in the Order Form.

Enhanced Support: means additional support to be provided by Rapid Health to the Customer as set out in the Order Form and any Enhanced Support documentation attached to it.

Enhanced Support Fees: means the fees shown for Enhanced Support in the Order Form.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Health Data: the data inputted using the Services by Patient End Users or by Authorised Users in respect of Patient End Users.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not Rapid Health) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Subscription Term: the initial term of this Agreement as set out in the Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, all other rights in the nature of copyright, trade marks and service marks, business names and domain names, rights in get-up and

trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 09.00 through to 18:00 local UK time, each Business Day.

Order Form: the order for provision of the Services and Software to the Customer for the Fees and for the duration of the Term specified in that Order Form.

Patient End Users: means a natural person about whom Health Data is input into the Services and/or who is authorised by the Customer to access the Services to input or view their own Health Data. For the avoidance of doubt, no automated or non-human process or technology may act as, or on behalf of, a Patient End User.

Patient Verification Data: means the minimum data (such as an NHS number or the patient's practice health record identifier) used solely to verify a Patient End User's identity and registration at the relevant practice.

Prohibited Technology: means any voice or ambient scribe technology, screen-scraping tool, robotic process automation (RPA) tool, software robot, crawler, spider, bot, macro, AI agent or other automated or non-human technology that is not (i) directly integrated with the Services via an interface provided by Rapid Health, and (ii) expressly approved and assured by Rapid Health in writing.

Rapid Health Personal Data: any personal data which Rapid Health processes in connection with this Agreement in the capacity of a controller.

Regulatory or Assurance Change: means any change to, or introduction of, any law, regulation, mandatory guidance, NHS standard, framework or assurance requirement (including NHS England's Digital Technology Assessment Criteria (DTAC) or any successor) that applies to the Services or their deployment and requires Rapid Health to modify the Services, documentation, processes or certifications.

Service Option: the Customer's chosen option for the Services set out in the Order Form.

Services: the Software provided on subscription by Rapid Health to the Customer as indicated on the Order Form and the relevant Documentation.

Set-up Fee: the set-up fee payable by the Customer to Rapid Health for setting up the Services, as set out in the Order Form.

Software: the online software application(s) provided by Rapid Health as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to Rapid Health for the number of Covered Lives set out in the Order Form.

Support Services Policy: Rapid Health's policy for providing support in relation to the Services as made available on the Platform.

User Credential: means a unique username, password, token or other authentication credential issued by Rapid Health, or by the Customer with Rapid Health's prior written approval, to enable an Authorised User or Patient End User to access the Services. For Patient End Users, the credential may consist of (or include) the patient's health record

identifier used solely to verify that individual's identity and registration at the relevant practice, provided that such identifier is not shared, re-used by any other person, or accessed by any automated or non-human process.

Virus: any device or thing (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term

Vulnerabilities shall be construed accordingly.

3. RULES OF INTERPRETATION

- A. Clause and paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- B. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- C. A reference to writing or written includes e-mail. References to clauses are to the clauses of this Agreement.
- D. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- E. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.