



Juno

**Supportive AI-powered Co-workers
to supplement your workforce**

Terms and Conditions

BACKGROUND

- A. The Company provides the AI Services, being the deployment of AI Co-workers into relevant pathways. The Purchaser now wishes to purchase the AI Services.
- B. The Purchaser has agreed to procure and purchase the AI Services from the Company.
- C. This Agreement sets out the Parties' respective roles and responsibilities in relation to the AI Services.

IT IS AGREED

In this Contract the following definitions mean:

Definition	Meaning
AI Services	AI Services purchased by the Purchaser as set out in the Contract Particulars;
Charges	The prices (excluding any applicable VAT), payable to the Company by the Purchaser under this Contract;

Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above; and/or • other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked 'confidential');
Contract	This Contract for the provision of AI Services made between the Purchaser and the Company comprising the Contract Particulars, these terms and conditions, the schedules;
Controller	Takes the meaning given in the GDPR;
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner;
Data Subject	Takes the meaning given in the GDPR;
Deliverable(s)	The implementation and provision of AI co-workers pursuant to the AI Services the Purchaser has procured from the Company;
DPA 2018	Data Protection Act 2018;

End	Means to terminate; and Ended and Ending are construed accordingly;
Equality Legislation	means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Purchaser receives the AI Services;
Equipment	The Company's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Company (but not hired, leased or loaned from the Purchaser) in the performance of its obligations under this Contract;
Expiry Date	The expiry date of this Contract in the Contract Particulars;
Force Majeure	Means anything affecting either Party's performance of their obligations arising from any acts, events or omissions beyond the reasonable control of the affected Party, including (without limitation): • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies

	• fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available • any industrial dispute about the Company, its staff, or failure in the Company's (or a subcontractor's) supply chain The following do not constitute a Force Majeure event: • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure; and/or • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Contract was entered into.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown;
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation;
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679);

Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances;
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Information	Has the meaning given under section 84 of the Freedom of Information Act 2000;
Insolvency Event	Includes: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium;
Intellectual Property Rights or IPRs	Patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How and trade secrets) 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;

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the AI Services but excluding know-how already in the Company's possession before the Start date;
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Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
LED	Law Enforcement Directive (EU) 2016/680;
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly;
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Contract;
Party	The Purchaser or the Company and 'Parties' will be interpreted accordingly;
Personal Data	Takes the meaning given in the GDPR;
Personal Data Breach	Takes the meaning given in the GDPR;
Processing	Takes the meaning given in the GDPR;
Processor	Takes the meaning given in the GDPR;

Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Purchaser a financial or other advantage to: • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud;
Property	Assets and property including technical infrastructure, IPRs and equipment;
Purchaser Representative	The representative appointed by the Purchaser under this Contract;
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Contract;
SoW Charges	the sums payable for the AI Services as set out in a Statement of Work.
Statement of Work	a detailed plan, agreed in accordance with clause <u>2</u> , describing the AI Services to be provided by the Company, the timetable for their performance and the related matters listed in the template statement of work.
Start date	The start date of this Contract as set out in the Contract Particulars.

Third Party Contract	Any contract or agreement or proposed agreement between the Company and a subcontractor in which the subcontractor agrees to provide to the Company the AI Services or any part thereof or facilities or goods and AI Services necessary for the provision of the AI Services or any part thereof
Third Party Provider	Any third party engaged by the Company under a subcontract and its servants or agents in connection with the provision of AI Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Company under this Contract
Term	The term of this Contract as set out in the Contract Particulars
Company	The person, firm or company identified in the Contract Particulars
Company Representative	The representative appointed by the Company from time to time in relation to the Contract
Company staff	All persons employed by the Company together with the Company's servants, agents, and subcontractors used in the performance of its obligations under this Contract
Variation	This has the meaning given to it in clause 28 (Variation process)
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales
Year	A contract year

Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.

A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

This Contract shall be binding on, and endure to the benefit of, the parties to this Contract and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

A reference to **writing** or **written** includes email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to **this Contract** or to any other agreement or document referred to in this Contract is a reference of this Contract or such other agreement or document, in each case as varied from time to time.

References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.

Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

TERMS AND CONDITIONS

1 CONTRACT START DATE AND LENGTH

- 1.1 This Contract shall commence on the date specified in the Contract Particulars and will expire and terminate automatically without notice on the Expiry Date, unless the Parties agree to extend this Contract by a variation agreed clause [28](#), and the Parties shall not enter into any further Statements of Work after the Expiry Date.
- 1.2 The Purchaser may procure any of the AI Services by agreeing a Statement of Work with the Company pursuant to clause [2](#) (Statement of Work).

2 STATEMENTS OF WORK

- 2.1 Each Statement of Work shall be agreed in the following manner:
 - 2.1.1 the Purchaser shall ask the Company to provide any or all of the AI Services and provide the Company with as much information as the Company reasonably requests in order to prepare a draft Statement of Work for the AI Services requested;
 - 2.1.2 following receipt of the information requested from the Purchaser the Company shall, as soon as reasonably practicable either:
 - (a) inform the Purchaser that it declines to provide the requested AI Services; or
 - (b) provide the Purchaser with a draft Statement of Work.
 - 2.1.3 if the Company provides the Purchaser with a draft Statement of Work pursuant to [clause 2.1.2\(b\)](#), the Company and the Purchaser shall discuss and agree that draft Statement of Work; and
 - 2.1.4 both parties shall sign the draft Statement of Work when it is agreed.
- 2.2 The Company shall provide the AI Services from the date specified in the relevant Statement of Work.
- 2.3 The Company shall not be obliged to perform its obligations under clause [2.2](#) until the following has taken place:
 - 2.3.1 payment has been received in accordance with clause [6.2](#); and
 - 2.3.2 the Statement of Work is agreed.
- 2.4 The Company may charge for the preparation of Statements of Work on a time and materials basis in accordance with the Company's daily fee rates as set out in Schedule 3.
- 2.5 Once a Statement of Work has been agreed and signed in accordance with clause [2.1.4](#), no amendment shall be made to it except in accordance with clause [28](#) (Variation).

- 2.6 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

3 COMPANY'S RESPONSIBILITIES

- 3.1 The Company shall (and shall procure from the Third Party Provider, to the extent relevant) use reasonable endeavours to supply the AI Services in accordance with the Statement of Work.
- 3.2 The Company shall (and shall procure from the Third Party Provider, to the extent relevant) use reasonable endeavours to meet any performance dates specified in the Statement of Works but any such dates shall be estimates only and time for performance by the Company shall not be of the essence of this agreement.
- 3.3 The Company shall appoint a manager for the AI Services to be performed under each Statement of Works, such person as identified in the Statement of Works. The Company may replace that person from time to time where reasonably necessary in the interests of the Company's business and shall notify the Purchaser in writing within 3 Working Days of any such replacement.
- 3.4 The Company shall commission and contract the AI Services for the benefit of the Purchaser on terms agreed with the Third Party Provider.

Licence of Deliverables

- 3.5 The AI Services involve the provision by the Company of certain software elements (which form part of the Deliverables) as set out in further detail in the relevant Statement of Work.
- 3.6 In consideration of the Charges paid by the Purchaser to the Company, the Company grants to the Purchaser a non-exclusive licence to use the Deliverables for the Term.
- 3.7 In relation to scope of use:
- 3.7.1 use of the Deliverables shall be restricted to use of the Deliverables in object code form for the purpose of processing the Purchaser's data for the normal business purposes of the Purchaser (which shall not include allowing the use of the Deliverables by, or for the benefit of, any person other than an employee of the Purchaser);
- 3.7.2 the Purchaser may not use the Deliverables other than as specified in this Contract without the prior written consent of the Company, and the Purchaser acknowledges that additional fees may be payable on any change of use approved by the Company;
- 3.7.3 the Purchaser shall record the number and location of all users of the Deliverables and take reasonable steps to prevent unauthorised copying; and
- 3.7.4 except as expressly stated in this clause, the Purchaser has no right (and shall

not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Deliverables in whole or in part except to the extent that any reduction of the Deliverables to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Deliverables with the operation of other software or systems used by the Purchaser, unless the Company is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Purchaser shall request the Company to carry out such action or to provide such information (and shall meet the Company's reasonable costs in providing that information) before undertaking any such reduction.

- 3.8 The Purchaser may not use any such information provided by the Company or obtained by the Purchaser during any such reduction permitted under this clause to create any software whose expression is substantially similar to that of the Deliverables nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 3.9 The Purchaser shall not:
 - 3.9.1 sub-license, assign or novate the benefit or burden of the Deliverables in whole or in part;
 - 3.9.2 allow the Deliverables to become the subject of any charge, lien or encumbrance;
 - 3.9.3 allow the number of persons using the Deliverables to exceed the number of users specified in the relevant Statement of Work; and/or
 - 3.9.4 use the Deliverables other than on the designated equipment (including the volumes) specified in the relevant Statement of Work, without the prior written consent of the Company.
- 3.10 The Purchaser shall:
 - 3.10.1 keep a complete and accurate record of the Purchaser's copying and disclosure of the Deliverables and its users, and produce such record to the Company on request from time to time;
 - 3.10.2 notify the Company as soon as it becomes aware of any unauthorized use of the Deliverables by any person; and
 - 3.10.3 pay, for broadening the scope of the licences granted under this Contract to cover the unauthorized use, an amount equal to the fees which the Company would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.
- 3.11 The Purchaser shall permit the Company to inspect and have access to any premises (and to the computer equipment located there) at or on which the Deliverables are being kept or used, and have access to any records kept in connection with the Deliverables, for the purposes of ensuring that the Purchaser is complying with the terms of this Contract, provided that the Company provides reasonable advance notice to the Purchaser of such inspections, which shall take place at reasonable times.

4 PURCHASER'S OBLIGATIONS

4.1 The Purchaser shall:

- 4.1.1 attend a meeting with the Company quarterly (or more often where required by the Company), with the Purchaser's trust board representative or COO attending, in order to review the provision of the AI Services;
- 4.1.2 appoint an assigned individual (from time to time) who is empowered to liaise with the Company in relation to the provision of the AI Services;
- 4.1.3 co-operate with the Company in all matters relating to the AI Services;
- 4.1.4 provide clear documented requirement for the systems and processed needed for the AI Services to function as requested by the Company and within the time periods specified by the Company;
- 4.1.5 provide required access to systems/portals and test data for testing to both offsite and onsite teams as requested by the Company within the time periods specified by the Company;
- 4.1.6 provide required infrastructure and software licenses as requested by the Company within the time periods specified by the Company;
- 4.1.7 make required support available during the provision of the AI Services, including (without limitation) in relation to requirement understanding, design, configuration and testing;
- 4.1.8 provide infrastructure support to get access to the development environment wherever required co-operate with the Company in all matters relating to the AI Services;
- 4.1.9 co-operate with the Company to identify processes used by the Purchaser in its course of providing healthcare services that are suitable for automation;
- 4.1.10 appoint an internal project manager for the AI Services, such person as identified in the Statement of Works, to act as the primary point of contact for the Purchaser. That person shall have the authority to contractually bind the Purchaser on matters relating to the AI Services (including by signing change orders);
- 4.1.11 attend pre-arranged meetings with business analysts and provide 24 hours' notice for any-cancellation (in the event that less than 24 hours' notice being provided the Purchaser shall be charged at the relevant hourly rate);
- 4.1.12 provide the Company with an organisational chart upon request (including names of departments and points of contact);
- 4.1.13 provide the Company with whole team time (teams of managers and managers with their teams) to hold workshops as required by the Company;
- 4.1.14 appoint a senior responsible officer (SRO) and a deputy SRO who will act as "AI champions" for the AI Services who will liaise/engage with relevant departments to drive the programme and make teams aware of the agreements in place;
- 4.1.15 appoint a team member within each sub-department where the Company is performing AI Services who will act as a "AI champion"

- for the AI Services who will liaise/engage with relevant departments to drive the programme and make teams aware of the agreements in place
- 4.1.16 procure that the AI champions identified above shall attend a monthly review meeting with the Company or send a deputy in their absence;
 - 4.1.17 appoint an AI project manager to work with the day-to-day management of the AI Services (e.g. managing access requests, introductions to subject matter experts) if required by the Company;
 - 4.1.18 ensure the Purchaser's information governance and information technology teams are aware of the AI Services being carried out;
 - 4.1.19 provide, for the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Purchaser's premises, office accommodation, data and other facilities as reasonably required by the Company including any such access as is specified in a Statement of Works;
 - 4.1.20 shall (at its own cost) provide such cooperation, assistance and support to the Company (including the provision of data and other information) as is reasonably necessary to enable the Company to:
 - (a) resolve disputes pursuant to a Third Party Provider contract;
 - (b) comply with the Company's obligations pursuant to a Third Party Provider contract and this Contract.
 - 4.1.21 provide to the Company in a timely manner all documents, information, items and materials in any form (whether owned by the Purchaser or third party) required under a Statement of Works or otherwise reasonably required by the Company in connection with the AI Services and ensure that they are accurate and complete in all material respects;
 - 4.1.22 inform the Company of all health and safety and security requirements that apply at any of the Purchaser's premises. If the Purchaser wishes to make a change to those requirements which will materially affect provision of the AI Services, it can only do so via the variation procedure set out in [clause 28](#);
 - 4.1.23 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Company to provide the AI Services, including in relation to the installation of the Company's Equipment, and the use of the Purchaser's Equipment insofar as such licences, consents and legislation relate to the Purchaser's business, premises, staff and equipment, in all cases before the date on which the AI Services are to start;
 - 4.1.24 keep, maintain and insure the Company's Equipment in good condition and in accordance with the Company's instructions from time to time and shall not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorisation;
 - 4.2 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Purchaser, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Company shall

be allowed an extension of time to perform its obligations equal to the delay caused by the Purchaser.

- 4.3 The Purchaser shall comply with any additional responsibilities of the Purchaser as set out in the relevant Statement of Work.

5 DUE DILIGENCE

- 5.1 The Purchaser agree that when entering into a Contract the Purchaser:
- 5.1.1 has made its own enquiries and is satisfied by the accuracy of any information supplied by the Company;
- 5.1.2 is confident that they can fulfil their obligations according to the Contract terms;
- 5.1.3 has raised all due diligence questions before signing the Contract;
- 5.1.4 has entered into the Contract relying on its own due diligence.

6 CONTRACT CHARGES, PAYMENT AND VAT

- 6.1 The Purchaser shall be invoiced for the Charges in accordance with Schedule 3. The Purchaser shall pay any invoice submitted to it, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Company and time for payment shall be of the essence of this Agreement.
- 6.2 In consideration of the provision of the AI Services by the Company, the Purchaser shall pay the Charges.
- 6.3 The Company may increase the Charges on an annual basis with effect from each anniversary of the Start Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Start Date and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index.
- 6.4 Without prejudice to any other right or remedy that it may have, if the Purchaser fails to pay the Company on the due date, the Company may:
- 6.4.1 charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable; and/or
- 6.4.2 suspend all AI Services until payment has been made in full.
- 6.5 All sums payable to the Company under this Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 6.6 All sums payable to the Company under this Contract:

- 6.6.1 are exclusive of VAT, and the Purchaser shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 6.6.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.7 The Company may, without prejudice to any other rights it may have, set off any liability of the Purchaser to the Company against any liability of the Company to the Purchaser.

7 LIABILITY

- 7.1 This clause [7](#) sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, and agents, to the Purchaser in respect of:
 - 7.1.1 any breach of this agreement;
 - 7.1.2 any use made by the Purchaser of the AI Services; and
 - 7.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 7.2 Except as expressly provided in this agreement:
 - 7.2.1 the Purchaser assumes sole responsibility for the use of the AI Services, and for conclusions drawn from such use. The Company shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Company by the Purchaser in connection with the AI Services, or any actions taken by the Company at the Purchaser's direction; and
 - 7.2.2 all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this agreement.
- 7.3 Neither Party excludes nor limits its liability for:
 - 7.3.1 death or personal injury caused by its negligence, or that of its staff;
 - 7.3.2 bribery, Fraud or fraudulent misrepresentation by it or its employees;
 - 7.3.3 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982;
 - 7.3.4 any liability that cannot be excluded or limited by Law.
- 7.4 Subject to clause [7.3](#), the Company shall not be liable to the Purchaser whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise from any:
 - 7.4.1 loss of profits;
 - 7.4.2 loss of business;
 - 7.4.3 loss of revenue;
 - 7.4.4 loss of or damage to goodwill;
 - 7.4.5 loss of savings (whether anticipated or otherwise);
 - 7.4.6 loss of use or corruption of software, data or information; and/or
 - 7.4.7 indirect, special or consequential loss, costs, damages, charges or expenses.

- 7.5 Subject to clause [7.3](#) and clause [7.4](#), the Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Charges for the AI Services paid during the 12 months preceding the date on which the claim arose.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Purchaser acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the AI Services and Deliverables. Except as expressly stated herein, this Contract does not grant the Purchaser 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 AI Services and/or Deliverables.
- 8.2 The Company confirms that it has all the rights in relation to the AI Services and the Deliverables that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

9 DATA PROTECTION

- 9.1 The Parties shall comply with their respective obligations as set out in Schedule 1.

10 FREEDOM OF INFORMATION

- 10.1 The Parties agree that they will each cooperate with each other to enable any Party receiving a request for information under the FoIA to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Parties as appropriate and responding to any requests by the Party receiving a request for comments or other assistance.
- 10.2 Any and all agreements between the Parties as to confidentiality shall be subject to their duties under the FoIA. No Party shall be in breach of any confidentiality obligations set out in this Contract if it makes disclosures of information in accordance with the FoIA.

11 FRAUD

- 11.1 The Purchaser and Company shall:
- 11.1.1 comply with all applicable laws, statutes, and regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("**Relevant Requirements**");
- 11.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

- 11.1.3 have and maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and shall enforce them where appropriate.
- 11.1.4 Breach of this clause [11](#) shall be deemed a material breach of the Contract.
- 11.1.5 The Purchaser must tell the Company immediately and in writing if it suspects that any Prohibited Act has happened, is happening or is likely to happen, except if complying with this provision would mean committing an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

12 ENDING THE CONTRACT

- 12.1 A Party can End this Contract at any time with immediate effect by giving written notice to the other Party if:
 - 12.1.1 the other Party commits a Material Breach of any term of this Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 12 Working Days of being notified in writing to do so;
 - 12.1.2 the other party commits any fraud;
 - 12.1.3 an Insolvency Event of the other Party happens; and/or
 - 12.1.4 the other Party ceases or threatens to cease to carry on the whole or any material part of its business.
- 12.2 If the Purchaser fails to pay the Company any sums when due under this Contract, the Company must notify the Purchaser and allow the Purchaser 14 Working Days to pay. If the Purchaser doesn't pay within 10 Working Days, the Company may End this Contract by giving written notice to the Purchaser and the Purchaser will indemnify the Company against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Company.

13 CONSEQUENCES OF ENDING AND EXPIRY

- 13.1 The rights and obligations of the Parties will cease on the Expiry Date (whichever applies) of this Contract, except those continuing provisions described in this clause.
- 13.2 Ending or expiry of this Contract will not affect:
 - 13.2.1 any rights, remedies or obligations accrued before its Ending or expiration;
 - 13.2.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry; and
 - 13.2.3 any provision of this Contract which expressly or by implication is intended to remain in force even if it Ends or expires.
- 13.3 On termination or expiry of this Contract, the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the AI Services supplied but for which no invoice has been submitted, the Company

- may submit an invoice, which shall be payable immediately on receipt.
- 13.4 At the End of the Term and subject to the deduction of SoW Charges due to the Company, the Company shall return any sums prepaid for AI Services which have not been delivered to the Purchaser, within 30 Working Days of the End or Expiry Date.
- 13.5 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Contract states otherwise.
- 13.6 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14 NOTICES

- 14.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing':
- 14.1.1 Manner of delivery: email;
- 14.1.2 Deemed time of delivery: 9am on the first Working Day after sending;
- 14.1.3 Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 14.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Contract Particulars (other than a dispute notice under this Contract)

15 FORCE MAJEURE

- 15.1 A Party may End this Contract if the other Party is affected by a Force Majeure Event that lasts for more than 25 consecutive days by giving written notice to the other Party.
- 15.2 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event
- 15.3 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Agreement

16 PREMISES

- 16.1 The Purchaser shall at no charge provide access to the Company (or its Third Party Provider) access the Purchaser's premises, office and accommodation to enable the Company to performance of its obligations under this Contract.
- 16.2 The Company will vacate the Purchaser's premises when the Contract Ends or expires.

- 16.3 This clause does not create a tenancy or exclusive right of occupation.
- 16.4 While on the Purchaser's premises, the Company (and the Company will procure that the Third Party Provider) will subject to prior notification:
- 16.4.1 comply with any security requirements at the premises as notified to the Company;
- 16.4.2 comply with Purchaser requirements for the conduct of personnel;
- 16.4.3 comply with any health and safety measures implemented by the Purchaser; and
- 16.4.4 immediately notify the Purchaser of any incident on the premises that causes any damage to Property which could cause personal injury.

17 ENTIRE AGREEMENT

- 17.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

18 LAW AND JURISDICTION

- 18.1 Any disputes or matters (including non-contractual) under this Contract will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

19 TRANSFER AND SUBCONTRACTING

- 19.1 The Purchaser must not assign, novate, subcontract or in any other way dispose of this Agreement or any part of it without the Company's prior written approval.
- 19.2 The Company is permitted to subcontract all or part of its obligations contained within this Agreement without requiring the prior written consent of the Purchaser.

20 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 20.1 A person who is not Party to this Contract has no right to enforce any of its terms.

21 PUBLICITY AND BRANDING

- 21.1 Each Party shall be entitled to make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party, including as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

22 EQUAL OPPORTUNITIES AND DIVERSITY

- 22.1 The Parties shall ensure that it does not, whether as an employer or provider of AI Services and/or goods, discriminate within the meaning of the Equality Legislation.

23 SEVERABILITY

- 23.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

24 MANAGING DISPUTES

- 24.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement within 18 Working Days. This will include escalation of the dispute to the Company Representative and the Purchaser Representative.
- 24.2 The obligations of the Parties under this Contract will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Company and Company's staff will continue to comply with the requirements of this Contract.
- 24.3 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.
- 24.4 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.

25 DISPUTE RESOLUTION

- 25.1 In the event of a dispute arising between the parties, a mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 8 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a

mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they can't or won't act.

- 25.2 The Parties will meet the mediator within 10 Working Days of the mediator's appointment to agree a structure for the negotiations. The Parties can at any stage ask the mediation provider for advice about the process.
- 25.3 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 25.4 If the Parties reach agreement, it will be put in writing and will be binding once it's signed by the Parties' authorised representatives.
- 25.5 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Contract without the prior written consent of both Parties.
- 25.6 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
- 25.7 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:
 - 25.7.1 any technical aspect of the delivery of the AI Services; and/or
 - 25.7.2 the underlying technology; and/or financial issues.
- 25.8 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.
- 25.9 The expert will:
 - 25.9.1 act fairly and impartially and not as an arbitrator;
 - 25.9.2 provide a determination that will be final and binding on the Parties, unless there's a material failure to follow the agreed process;
 - 25.9.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs;
 - 25.9.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination
- 25.10 The expert determination process will be conducted in private and will be confidential.

26 CONFIDENTIALITY

- 26.1 Unless disclosure is expressly permitted elsewhere in this Contract, each Party will:
 - 26.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - 26.1.2 not disclose it without the relevant Party's written consent.
- 26.2 This clause will not apply to any Confidential Information received by one Party from the other which:
 - 26.2.1 is or becomes public knowledge (unless by breach of this Contract);
 - 26.2.2 was already in the possession of the receiving Party without restriction as to its disclosure;
 - 26.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 26.2.4 is information independently developed without access to the other Party's Confidential Information;
 - 26.2.5 must be disclosed under a statutory or legal obligation; and/or is disclosed on a confidential basis to a professional adviser.
- 26.3 The Purchaser will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any Company Confidential Information and data.
- 26.4 If the Purchaser fails to comply with these confidentiality clauses, the Company reserves the right to End this Contract with immediate effect by notice in writing.
- 26.5 The Purchaser will immediately tell the Company about any security breach of Company's Confidential Information and will keep a record of those breaches. The Purchaser will take all necessary steps to recover this information. The Purchaser will cooperate with the Company in any investigation into the breach that the Company considers necessary.

27 WAIVER AND CUMULATIVE REMEDIES

- 27.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 27.2 The rights and remedies provided by this Contract are cumulative and, unless otherwise provided in this Contract, are not exclusive of any right or remedies provided at Law.

28 VARIATION PROCESS

- 28.1 Either Party can request in writing a change to this Contract or Statement of Works. Once implemented, it is called a Variation.
- 28.2 If either Party can't agree to or provide the Variation, the Company may agree to continue performing its obligations under this Contract without the Variation, or End this Contract by giving 25 days' notice to the Purchaser.

29**RELATIONSHIP**

29.1

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

SCHEDULE 1: DATA PROTECTION

Insofar as the provision of the AI Services involves the processing of Personal Data between the parties, the parties shall comply with their respective obligations as set out in the DPA (data protection agreement) entered into between the parties on the date of this Agreement

SCHEDULE 2: AI SERVICES

Summary

The AI Services relate to the provision of AI co-workers ("**Co-Workers**"). Co-Workers are AI-driven digital assistants, designed to optimise the administrative processes within patient pathways.

The Co-Worker supports administrative roles and administrative aspects of clinical roles, by automating routine tasks and reducing delays associated with manual data handling.

Co-Workers are able to deliver scoped tasks, that are defined in accordance with the Purchaser in the Statement of Work.

Intended Users

Users of the Co-Workers are mainly administrative staff, however Co-Workers may also be configured to perform administrative tasks that are relevant to clinical roles.

Intended Use

The Co-Workers are designed to sit alongside Purchaser staff to automate scoped administrative tasks in order to reduce the burden of their administrative work. The tasks the Co-Workers are allowed to execute are defined within the Statement of Work and in accordance with Purchaser stakeholders. The Co-Workers are only able to execute scoped tasks. Co-Workers should not be used without a Purchaser stakeholder approving a given task. Co-Worker outputs should be validated by an end user.

Co-Workers may perform automated or overnight checks. Again, these will be agreed by the Purchaser.

Users will interact with the Co-Worker through a user interface provided by the Company.

Pricing Model

From the Go-Live date, co-workers are charged for on a monthly basis, detailed in the Charges schedule (Schedule 3) below.

SCHEDULE 3: CHARGES

Charges are split into two parts with regards to project delivery:

1. Implementation (including technical implementation and information governance)
2. Go-Live & aftercare

Implementation

The project implementation phase is defined in the Statement of Work. There is a project implementation Fee which covers the period of project preparation and implementation prior to Go Live.

At the earlier of: (1) the implementation end; or (2) the Go-Live date (as defined in the Statement of Work) the Go Live charges will commence.

Go-Live

Co-Workers are charged for on a monthly basis. The following will be defined as part of the Statement of Work:

- The minimum contract duration.
- The number of Co-Workers ordered.
- The pro-rata price of the Co-Workers.
- The discount offered (if any) as part of this Agreement In addition, the Statement of Work will define:
- Scoped tasks that the Co-Workers will perform under this Agreement.
- How amendments to and additional Co-Worker tasks will be charged for.
- How it is possible to order additional Co-Workers.

Preparation of additional Statements of Work may be charged for on a time and materials basis (day rate) which is set out in the Statement of Work.

Payment Terms

The Purchaser will pay invoices within 30 days of invoice receipt.