

LIVA HEALTHCARE

LICENSE AND SERVICES AGREEMENT

between

Liva Healthcare UK Limited

and

(INSERT)

Contents

1. The Parties
2. Definitions and interpretation
3. Service
4. Obligations relating to the access to the Service
5. The Customer's general obligations
6. Charges and payment
7. Intellectual Property Rights
8. Indemnities
9. Limitation of liability
10. Term and termination
11. Notices
12. Confidentiality
13. Change Requests
14. Data protection
15. Miscellaneous
16. Governing law and venue
17. Signatures

Schedules

- | | |
|------------|-----------------------------------|
| Schedule 1 | Supported Technology and Services |
| Schedule 2 | Fees |
| Schedule 3 | Service Level Agreement |
| Schedule 4 | Data processing agreement |

1. The Parties

The following Agreement has been entered into between:

Liva Healthcare UK Limited

Company registration: 10717560

65 Woodbridge Road

Guildford, Surrey

United Kingdom

GU1 4RD

(hereinafter referred to as the “**Supplier**”)

And

(INSERT NAME)

(INSERT ADDRESS)

(hereinafter referred to as the “**the Customer**”)

whereas:

- (i) The Supplier is a technological healthcare provider incorporated and registered in the United Kingdom with company reg. no. 10717560, whose registered office is at 65 Woodbridge Road, Guildford, Surrey, GU1 4RD, United Kingdom.
- (i) The Supplier has agreed to allow the Customer and its Authorised Users to use the Service on the terms set out in this Agreement.

It is hereby agreed as follows:

2. Definitions and interpretation

2.1 All capitalised terms herein shall have the meaning ascribed to them.

2.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular, and a reference to one gender shall include a reference to the other genders.

2.3 The following words and expressions have the following meanings:

“Access Details”	means the unique username and password provided by the Supplier to Customer Representative for the purpose of accessing different parts of the Technology;
“Agreement”	means this Agreement, as amended from time to time in accordance with its terms, together with the attached Schedules;
“Applicable Law”	means all applicable English statutes, statutory instruments, orders, rules, regulations, instruments, provisions and codes of practice (whether or not having the force of law), in force from time to time;
“Authorised Users”	means those individuals who are designated by the Customer as being permitted to use the Service, as further described in clause 4
“Business Day”	means any day other than a Saturday, Sunday or bank or other public holiday in the United Kingdom

“Commencement Date”	means the date of signature of this agreement by the Parties.
“Confidential Information”	means, in relation to each Party, all information (including Personal Data and Customer Data) not publicly known and which is used in, or otherwise relates to, that Party's business, the customers (and in the case of the Customer, any Authorised Users) or financial or other affairs, including information relating to the marketing of products or services including the Customer names and lists and other details of the customers, financial information, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, advertising and other promotional materials, trade secrets and know-how, personnel, agents, third party intermediaries and suppliers and future projects, business development or planning, commercial relationships and negotiations, in each case existing in any form, whether or not marked "confidential information", where the recipient of the information ought to have reasonably known that the information disclosed was confidential, but does not include information that: (i) is or becomes publicly known other than through any act or omission of the receiving Party; (ii) was in the other Party's lawful possession before the disclosure; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party, which independent development can be shown by written evidence.
“Customer Data”	means all data uploaded and information input into the Technology made by the Customer, an Authorised User or by the Supplier on the Customer's behalf;
“Customer Representative”	means (INSERT NAME) or as subsequently notified to the Supplier;
“Intellectual Property Rights”	means all patents, rights to inventions, copyright (including rights in the Technology) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered, and including all technologies (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world;
“Maintenance and Support”	means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Technology, as well as any other support services provided to the Customer and its Authorised Users under this Agreement, all as described in Schedule 3;
“Normal Business Hours”	means the hours of 09.00 to 17.00 local time (CET) on each Business Day;
“Parties”	means the Supplier and the Customer collectively;
“Party”	means either the Supplier or the Customer individually;
“Personal Data in General”	Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical and Organisational Measures have the meanings respectively given to them the Data Protection Legislation:

“Data Protection Legislation”	Data Protection Legislation means the EU General Data Protection Regulation ((EU) 2016/679), the EU Directive on Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the UK Data Protection Act 2018 and all other applicable laws and regulations in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications;
“Schedule”	means any schedule referred to in this Agreement;
“Service” or “Services”	means the complete product offering delivered within this Agreement as described in Schedule 1;
“Supplier Intellectual Property”	means the Supplier’s Intellectual Property that is used in the course of or in connection with the provisions of the Services which includes any Intellectual Property in the Supplier’s Technology, but expressly excludes: (i) any Customer Intellectual Property incorporated into the above; and (ii) any Created Intellectual Property
“Technology”	means the technology delivered to the Customer as described in Schedule 1.;
“Terms of Use”	means the terms of use presented to Authorised Users in the Technology;

- 2.4 A reference to clauses and Schedules are to the clauses and Schedules of this Agreement. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules but, if there is an inconsistency between any of the provisions in this Agreement and the Schedules, the provisions in this Agreement shall prevail. Definitions in this Agreement shall have the same meaning in any Schedules, unless the context requires otherwise.
- 2.5 A reference to a person includes a natural person, corporate or unincorporated body and an unincorporated body or association that is recognised at law (whether or not having separate legal personality and irrespective of its jurisdiction of origin, incorporation or residence).
- 2.6 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.7 A reference to a Party means a Party to this Agreement and includes its successors and permitted assignees.
- 2.8 A reference to writing or written includes email.
- 2.9 Clause and Schedule headings shall not affect the interpretation of this Agreement.

3. Service

- 3.1 From the Commencement Date and for the term of this Agreement, the Supplier shall provide the Customer with the Service in accordance with:
- 3.1.1 the terms of this Agreement;
 - 3.1.2 Applicable Law;
 - 3.1.3 Schedules 1 and 3; and

- 3.1.4 all reasonable skill and care and in accordance with reasonable industry standards.
- 3.2 If the Service does not conform with Schedules 1 and 3, the Supplier will, at its own expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of clause 3.1.
- 3.3 Clause 3.2 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to the Supplier's instructions or modification or alteration of the Service by any party other than the Supplier or the Supplier's duly authorised contractors or agents.
- 3.4 Notwithstanding the foregoing, the Supplier does not warrant that the Customer's use of the Service will be uninterrupted or error-free.

4. Obligations relating to the access to the Service

- 4.1 The Supplier shall:
 - 4.1.1 grant to the Customer on and subject to the terms and conditions of this Agreement a non-exclusive and non-transferable licence to use the Service solely for the purposes of the Authorised Users of the Customer receiving its services;
 - 4.1.2 provide the Technology as described in Schedules 1 and 3;
- 4.2 use its commercially reasonable endeavours to ensure the Service is available to the Customer twenty-four (24) hours a day, seven (7) days a week. The Service may not be available while the Supplier carries out Maintenance and Support in accordance with Schedule 3, but the Supplier shall use all reasonable endeavours to minimise the impact of the interruption, restriction or suspension on the Customer and the Authorised Users, and shall seek to give the Customer three (3) Business Days' notice of such maintenance (or as much notice as is reasonably possible in the event of emergency maintenance).
- 4.3 The Customer shall:
 - 4.3.1 not permit the Service to be used by anyone other than its Authorised Users;
 - 4.3.2 use its reasonable endeavours to procure that its Authorised Users comply with the Terms of Use;
 - 4.3.3 keep their Access Details confidential, take all reasonable precautions to prevent unauthorised or fraudulent use of them and, unless required to do so by law, do not disclose or share them with any third party without obtaining the prior written consent of the Supplier;
 - 4.3.4 notify the Supplier if it wishes an Authorised User to be cancelled, in which case the Supplier shall cancel the Authorised User as soon as reasonably practical and in any event within three (3) Business Days of receiving such notice; and
 - 4.3.5 use its reasonable endeavours through training and notification to procure that its Authorised Users do not:
 - 4.3.5.1 store, distribute or transmit anything to or on any device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect access to or the operation of the Service or the reliability of any Customer Data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise) which may otherwise adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
 - 4.3.5.2 store, distribute or transmit any material through the Technology that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive, facilitates illegal activity, depicts sexually

explicit images, or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability or any other illegal activities;

- 4.3.5.3 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Service except to the extent expressly set out in this Agreement or as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties;
- 4.3.5.4 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any element of the Service, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; or
- 4.3.5.5 access all or any part of the Service in order to build a product or service which competes with the Service;
- 4.3.5.6 use the Service to provide services to third parties; and
- 4.3.5.7 attempt to obtain, or assist others in obtaining, access to the Service other than as provided under this clause 4.
- 4.4 The Supplier and/or Customer may audit the Service regarding the access of each Authorised User and, if such audit reveals that non-Authorised Users have been provided access to the Service the Supplier may, at the direction of the Customer, disable such Authorised User.
- 4.5 The Customer acknowledges that the Service may enable or assist Authorised Users to access the website content of, correspond with, and purchase products and services from, third parties via third party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third party's website. The Supplier does not endorse or approve any third-party website nor the content of any of the third party's website made available via the Service.
- 4.6 Nothing in this Agreement shall prevent the Supplier or Customer from entering into similar agreements with third parties, or from independently developing, using, selling, or licensing materials, products or services which are similar to those provided under this Agreement.

5. The Customer and Supplier's general obligations

- 5.1 The Customer shall:
 - 5.1.1 provide the Supplier with all necessary cooperation and assistance in relation to this Agreement, and with all such access to such information as may be required by the Supplier, in order to render the Service.
 - 5.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 5.1.3 carry out all its other responsibilities set out in this Agreement or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, the Supplier may adjust any timetable or delivery Schedule set out in this Agreement as reasonably necessary;
 - 5.1.4 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

5.1.5 be solely responsible, to the extent permitted by law and except as otherwise expressly provided in this Agreement, for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

5.2 The Supplier shall:

5.2.1 for the duration of this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement including, without limitation, all applicable English laws, which includes health care and accessibility laws and standards. The Supplier shall, at its sole expense, make any modifications or changes to the Service as may be necessary to maintain such compliance and to address any new or amended legal or regulatory requirements.

5.2.2 ensure that its collection, use, handling, and storage of Customer Data will comply with all applicable data protection and privacy laws, regulations, and industry-standard cybersecurity practices. The Supplier shall access Customer Data solely to the extent necessary for the performance of the Services and in accordance with applicable law and this Agreement. The Supplier further agrees that it shall not disclose or provide access to any Customer Data to any third party, except as expressly authorised in writing by the Customer or as required by law.

6. Supplier Representations, Warranties and Undertakings

6.1 The Supplier represents, warrants and undertakes that:-

6.1.1 it has full power, authority, and legal right to enter into and perform its obligations under this Agreement, and such execution and performance will not violate any agreement to which it is a party or by which it is bound or infringe or misappropriate any intellectual property or other rights of any third party.

6.1.2 it shall implement and maintain technical and organisational measures to protect Customer Data that are no less rigorous than those applied by the Customer and in any event consistent with generally accepted industry standards and best practices applicable to Software-as-a-Service providers, including with respect to cybersecurity, data access, encryption, and breach response.

6.1.3 it shall comply at all times with all applicable laws, rules, and regulations in connection with its performance under this Agreement and the Technology.

7. Charges and payment

7.1 In consideration of the provision of the Services, the Customer shall pay the Fees in accordance with this clause 7 and as further set out in Schedule 2.

7.2 All Fees, charges and expenses are quoted in GBP and are exclusive of VAT.

7.3 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

7.3.1 the Supplier shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and

7.3.2 interest shall accrue at the beginning of each month based on such overdue amount at a monthly rate equal to 5% and shall be payable by the Customer on demand from the Supplier.

7.4 Either Party may set off any sums due to the other under this Agreement against any sum of money recoverable from, or payable by, the other Party.

8. Intellectual Property Rights

- 8.1 The Supplier represents and warrants that:
 - 8.1.1 the provision of any Services pursuant to this Agreement and the performance of its obligations under this Agreement shall not infringe any third party's Intellectual Property Rights; and
 - 8.1.2 it owns, or otherwise has all necessary rights (including the right to license), in and to the Technology, including all associated intellectual property rights, to grant the rights and licenses set forth in this Agreement; and
 - 8.1.3 the Technology does not include any open-source software that imposes obligations on Customer to disclose source code or license derivative works under the same open-source license, except as disclosed in writing and approved by Customer; and
 - 8.1.4 the Technology is free of any liens, encumbrances, or restrictions that would adversely affect Customer's rights under this Agreement; and
 - 8.1.5 the Technology does not contain any malicious code, including viruses, worms, time bombs, Trojan horses, or other harmful or disabling code, and does not contain any code that could allow unauthorised access or use.
- 8.2 Neither Party shall acquire any right, title or interest in or to the Intellectual Property of the other, except as expressly set out in this Agreement. In particular:
 - 8.2.1 The Customer shall not acquire any right, title or interest in or to the Supplier Intellectual Property. All and any such Supplier Intellectual Property shall remain vested in, and the property of, Supplier or licensed to Supplier as set out in this Agreement; and
 - 8.2.2 The Supplier shall not acquire any right, title or interest in or to the Customer's Intellectual Property. All and any such Intellectual Property shall remain vested in, and the property of, Customer or licensed to Customer or to the Customer's Affiliates (as applicable).
- 8.3 The Customer shall own all rights, title and interest in and to all of the Customer Data that is not Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data.

9. Indemnities

- 9.1 Subject to clauses 9.2 and 9.3:
 - 9.1.1 the Customer shall defend, indemnify and hold harmless the Supplier against any claim, action, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Service, which includes any advice, guidance or treatment the Customer provides to its authorised user's using the Technology; and
 - 9.1.2 The Supplier shall defend, indemnify and hold harmless the Customer against any claim, action, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with:-
 - 9.1.2.1 the Services delivered by the Supplier to the Customer, which includes any error, defect, or failure in the Service to perform substantially in accordance with the documentation, specifications, or intended purpose as described in this Agreement;

- 9.1.2.2 any failure of the Service or any of its components to comply with applicable laws or regulations in the jurisdictions in which the Service is delivered or used.
- 9.1.3 the Supplier shall defend the Customer against any claim that the use of the Service, as permitted by this Agreement, infringes the intellectual property rights of a third party, and shall indemnify and hold harmless the Customer against any amounts awarded against the Customer in final or unappealed judgment or settlement of any such claim.
- 9.2 The Supplier shall have no liability if the alleged infringement is based on:
 - 9.2.1 a modification of the Service by anyone other than the Supplier;
 - 9.2.2 the Customer's use of the Service in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 9.2.3 the Customer's use of the Service after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 9.3 The indemnities respectively given by the Customer and the Supplier in clauses 9.1.1 and 9.1.2, are subject to and conditional upon the Party claiming the benefit of the indemnity:
 - 9.3.1 giving the other Party prompt notice of any such claim;
 - 9.3.2 providing reasonable cooperation to the other Party, at that other Party's expense, in the defence and settlement of such claim; and
 - 9.3.3 giving the other Party sole authority to defend or settle the claim.
- 9.4 In the defence or settlement of a claim, the Supplier may obtain for the Customer the right to continue using the Service, replace or modify the Service so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement without liability to the Customer.
- 9.5 The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for Intellectual Property Rights infringements.

10. Limitation of liability

- 10.1 This clause 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 10.1.1 any claim arising under or in connection with this Agreement;
 - 10.1.2 any use made by the Customer of the Service or any part of it; and
 - 10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 10.2 Nothing in this Agreement excludes the liability of the Supplier or the Customer for:
 - 10.2.1 death or personal injury caused by the Supplier's or Customer's negligence;
 - 10.2.2 fraud or fraudulent misrepresentation;
 - 10.2.3 any other matter in respect of which liability cannot by Applicable Law be limited or excluded;

- 10.2.4 breach of its obligations of confidentiality under clause 13;
- 10.2.5 claims under the indemnities in clauses 9, subject to clause 9.2;
- 10.2.6 breach of applicable laws and regulations;
- 10.2.7 infringement of any intellectual property rights.
- 10.3 The Customer assumes sole responsibility for results obtained from the use of the Service by the Customer and its Authorised Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Service, or any actions taken by the Supplier at the Customer's direction.
- 10.4 The Supplier warrants that, during the term of this Agreement, the Services will operate materially in accordance with the specifications, documentation, and functionality described in the Agreement, and will be suitable for the intended purpose as communicated by the Customer and accepted by the Supplier. The Supplier shall remain fully responsible for the performance and compliance of the Services it provides under this Agreement, including any third-party software, services, or components it incorporates or relies upon. The inclusion of third-party products shall not relieve the Supplier of its obligations or warranties under this Agreement.
- 10.5 Schedule 3 states the Customer's right and remedy, and the Supplier's only obligation and liability in respect of, the performance and/or availability of the Service, or their non-performance and non-availability.
- 10.6 Subject to clause 10.2 and clause 10.5:
 - 10.6.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and
 - 10.6.2 the Supplier'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 Agreement shall be limited to the lower of GBP 1,000,000 and the price paid for the Service during the 12 months preceding the date on which the claim arose.
- 10.7 The Supplier 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, accidents, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, 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 and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under this Agreement.

11. Term and termination

- 11.1 This Agreement shall commence on the Commencement Date and shall continue for an initial term of 3 (three) years from that date (the "Initial Term") unless terminated earlier in accordance with the terms of this Agreement. Upon expiry of the Initial Term, the Agreement shall automatically renew for successive periods of 1 (one) year (each a "Renewal Term"), unless either Party gives the other Party written notice of non-renewal at least 90 (ninety) days prior to the end of the then-current term, or the Agreement is

otherwise terminated in accordance with its terms. The Customer and the Authorised Users will only have access to the Service as long as this Agreement is valid. During the term of the Agreement, it can only be terminated in accordance with this clause 11.

11.2 Without affecting any other right or remedy available to it:

11.2.1 Either Party may terminate this Agreement with immediate effect by giving written notice to Party if the other Party:

11.2.1.1 commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

11.2.1.2 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 it having the intention or ability to give effect to the terms of this Agreement.

11.2.2 Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

11.2.2.1 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

11.2.2.2 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 is deemed unable to pay its debts within the meaning of section 123(1)(a), (b) or (e) of the Insolvency Act 1986 (as modified and/or applied, where relevant, by the Insolvent Partnerships Order 1994),

11.2.2.3 the performance of either Party in relation to any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than three (3) months, the other Party may terminate this Agreement, with immediate effect by giving written notice to the other Party;

11.2.2.4 the other Party commences 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;

11.2.2.5 a 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 that 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;

11.2.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party;

11.2.2.7 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;

11.2.2.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

11.2.2.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;

- 11.2.2.10 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 11.2.2.4 to clause 11.2.2.9, both inclusive.
- 11.2.2.11 the other Party becomes the subject of a formal investigation or proceeding by a competent governmental or regulatory authority in connection with alleged criminal conduct, which, in the terminating Party's reasonable judgment, may materially affect the other Party's ability to perform its obligations under this Agreement or may materially damage the terminating Party's reputation by association;
- 11.2.2.12 the other Party materially breaches any applicable law, regulation, or governmental order in connection with the performance of its obligations under this Agreement, and (where capable of remedy) fails to cure such non-compliance within 30 (thirty) days of written notice thereof.
- 11.3 On termination of this Agreement for any reason:
- 11.3.1 all licences for Authorised Users and other licences granted under this Agreement shall immediately terminate;
- 11.3.2 each Party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other Party;
- 11.3.3 each Party shall forthwith cease to use any Confidential Information of the other received in connection with this Agreement and shall return on demand, or at the request of the other Party destroy or permanently erase, all copies of that Confidential Information in its possession or control, save that a Party shall be permitted to retain one copy of such part of the Confidential Information if and to the extent required to comply with the Applicable Law or judicial or administrative process; and
- 11.3.4 unless the Supplier receives, no later than ten (10) days after the effective date of the termination of this Agreement, an instruction for the delivery to the Customer of the most recent backup of the Customer Data (in which event the Supplier shall use reasonable commercial endeavours at the Customer's expense to deliver the backup to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination, whether or not due at the date of termination), the Supplier may, unless required by Applicable Law, store the Personal Data, destroy or otherwise dispose of any of the Customer Data in its possession.
- 11.4 Termination of this Agreement for any reason will be without prejudice to any rights, remedies, obligations or liabilities of either Party that has accrued prior to such termination (or shall thereafter accrue in respect of the period before such termination), including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination, and not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, termination.

12. Notices

- 12.1 Any notice given under or in connection with this Agreement shall be in writing and signed by or on behalf of the Party giving it and may be delivered:
- 12.1.1 personally or by pre-paid first class post, registered airmail or courier;
- 12.1.2 by registered email
- to the address and for the attention of the recipient as set out below or such other address as notified by a Party in writing to the other Party from time to time.
- 12.2 Notices shall be deemed to have been received:

- 12.2.1 if delivered personally, at the time of delivery;
- 12.2.2 if sent by pre-paid first class post or registered airmail, five (5) Business Days from the date of posting;
- 12.2.3 if sent by courier, two (2) Business Days from the date of posting;
- 12.2.4 in the case of facsimile, twelve (12) hours after the time of transmission provided an error-free transmission has been received by the sender and provided that within twenty four (24) hours of transmission a copy of the facsimile is sent by post to the intended recipient in accordance with the provisions of clause 12.1; and
- 12.2.5 if sent by email, at the time of emailing;

provided that if deemed receipt occurs before 17.00 UK time on a Business Day, the notice shall be deemed to have been received on that day, and if deemed receipt occurs after 17.00 on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received on the next Business Day.

- 12.3 The address of the Parties for the purposes of sending notices under this clause 12 are:
 - 12.3.1 in the case to the Customer: (CUSTOMER ADDRESS). Email: (INSERT), Customer representative: (INSERT NAME); and
 - 12.3.2 in the case to the Supplier: the CEO, Liva Healthcare UK Limited, 65 Woodbridge Road, Guildford, Surrey, GU1 4RD, United Kingdom (INSERT EMAIL)

13. Confidentiality

- 13.1 The Customer acknowledges that the Service, the results of any performance tests of the Service constitute the Supplier's Confidential Information.
- 13.2 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer or its Authorised Users.
- 13.3 Subject to clause 13.4, each Party, shall hold the other Party's Confidential Information in confidence and, unless required by law, not make the other Party's Confidential Information available to any third party, or use the other Party's Confidential Information for any purpose other than the implementation of this Agreement.
- 13.4 The obligations in clause 13.3 shall not prohibit either Party from disclosing the other Party's Confidential Information:
 - 13.4.1 to any person having a statutory or regulatory right to request and receive that information;
 - 13.4.2 to the receiving Party's own employees, agents and permitted sub-contractors who need to know it for the purposes of this Agreement;
 - 13.4.3 to the receiving Party's auditors and professional advisors; or
 - 13.4.4 to any person to whom an assignment has been permitted under this Agreement;

provided that:

- 13.4.5 in the case of clause 13.4.1 (to the extent not prohibited by the Applicable Law or order of court, government agency or regulatory body or stock exchange regulation) the disclosing Party promptly notifies and consults with the other Party in advance in relation to the timing and content of such disclosure; and
- 13.4.6 in the case of clauses 13.4.2, 13.4.3 or 13.4.4, the disclosing Party makes the recipient aware that the information is confidential and that it owes a duty to the owner of it to keep it confidential, and that the disclosing Party shall be responsible for procuring that the recipient complies with the duty of confidentiality imposed on the disclosing Party by this Agreement as if the recipient were a party to it.
- 13.5 Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 13.6 Neither Party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party.

14. Data protection

14.1 The Parties acknowledge that:

- 14.1.1 if the Supplier processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor; and
- 14.1.2 the Personal Data may not be transferred or stored outside the European Economic Area or the country where the Customer and the Authorised Users are located.

14.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

14.3 Without prejudice to the generality of clause 14.2:

14.4 each Party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures.

14.5 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data to the Supplier for the duration and purposes of this Agreement;

14.6 the Supplier shall, in relation to any Personal Data processed in connection with its performance of its obligations under this Agreement:

- 14.6.1 process that Personal Data only on the documented written instructions of the Customer, unless otherwise required or permitted by Applicable Law;
- 14.6.2 not transfer that Personal Data outside of the European Economic Area or the country where the Customer and the Authorised Users are located, without the prior written consent of the Customer;
- 14.6.3 assist the Customer, at the Customer's cost, in responding to any data subject access request from an Authorised User; and
- 14.6.4 notify the Customer without undue delay on becoming aware of a breach of Personal Data.

14.7 The Supplier shall follow its archiving procedures for the Customer Data. In the event of any loss or damage to the Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for

the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest backup of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of the Customer Data caused by any third party.

14.8 The Supplier and the Customer have entered into a data processing agreement at Schedule 4.

15. Miscellaneous

15.1 Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement (and/or the continued performance of this Agreement) shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement must be in writing and shall not constitute a waiver of any other breach and shall not affect the other terms of this Agreement.

15.2 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, and 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, but this shall not affect the validity and enforceability of the rest of this Agreement.

15.3 Nothing in this Agreement shall be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorising either Party to act as agent for the other Party. Neither Party shall have authority to make representations for, act in the name or on behalf of or otherwise to bind the other Party in any way.

15.4 Each Party will, at the request of the other Party and at its own cost, do (or procure others to do) everything necessary to give the other Party the full benefit of this Agreement.

15.5 This Agreement may be executed in any number of counterparts and by different Parties on separate counterparts, each of which when executed and delivered shall be an original. All the counterparts together shall constitute one agreement and shall have the same effect as if each Party had executed and delivered the same document. This Agreement shall not be effective until each Party has executed and delivered at least one counterpart. Any signed counterpart transmitted by facsimile transmission or email shall constitute an original and shall be deemed to be binding when delivered.

15.6 Each Party shall bear its own costs and expenses (including legal fees) in relation to the preparation and execution of this Agreement.

15.7 This Agreement including any Schedules referred to herein 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. Each Party acknowledges and agrees that in entering into this Agreement, and the Schedules referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to it for breach of the warranties shall be for breach of contract under the terms of this Agreement.

15.8 The Supplier may assign, transfer, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Agreement upon written consent from the Customer, and the Customer may do any of the foregoing with the prior written consent of the Supplier.

15.9 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

15.10 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement, and the Parties may by agreement rescind or vary this Agreement or any term of this Agreement without the consent of any other person.

- 15.11 During the Term, either Party may request changes to the scope, configuration, specifications, or delivery of the Services, including but not limited to features, integrations, user volumes, or implementation timelines (each a **“Change Request”**).
- 15.12 Upon receipt of a Change Request from the Customer, the Supplier shall assess its feasibility and provide the Customer with:
- 15.12.1 A written impact assessment including scope, timeline, and pricing (if applicable); and
- 15.12.2 An indication of whether the request can be delivered immediately, scheduled for a future phase, or declined due to technical, operational, or strategic reasons.
- 15.13 Any Change Request that falls outside the scope of the Agreement or accompanying Schedules shall:
- 15.13.1 Be subject to separate scoping, pricing, and mutual written agreement prior to implementation;
- 15.13.2 Be billed separately on a time and materials basis or fixed-fee basis, at the Supplier’s applicable commercial rates;
- 15.13.3 Not be binding on the Supplier unless and until confirmed in writing by an authorised representative of the Supplier.
- 15.14 The Supplier reserves the right to accept, reject, or propose alternative solutions or phased delivery timelines for any Change Request. Any rejection or delay shall not be deemed a breach of this Agreement.

16. Governing law and venue

- 16.1 The law of England and Wales governs this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) excluding, however, English provisions on choice of law to the extent such provisions would lead to the application of any other law than the laws of England and Wales.
- 16.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity hereof, must be negotiated in good faith between the Parties. If a mutually satisfactory solution is not reached between the Parties, the Parties agree to settle any dispute, controversy or claim as described above by the courts of England and Wales.
- 16.3 This clause 16 will not preclude any Party from filing for interim relief or injunction before the courts of any jurisdiction in order to prevent irreparable harm to the Party or the Party’s investment.
- 16.4 Upon the signatures of the respective persons authorised to sign for the Parties, this Agreement will come into force at the Commencement Date.

17. Signatures

For and on behalf of the Supplier: Date: _____ Liva Healthcare UK Limited Represented by INSERT	For and on behalf of the Customer: Date: _____ INSERT Represented by INSERT
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Schedule 1: Supported Technology and Services– INSERT NAME OF CHOSEN PACKAGE

1. Overview

This Addendum outlines the scope of the technology platform and related services to be provided by the Supplier.

2. Technology Components and Services

(INSERT DETAILS OF CHOSEN PACKAGE)

Schedule 2: Fees

1. Annual License Fee

1.1 The total annual fee payable for the provision of the Services by the Supplier shall be GBP **INSERT AMOUNT (INSERT AMOUNT IN WORDS)** excluding VAT. This annual fee shall be due and payable in accordance with the payment terms specified in this agreement, with the first payment due upon execution of this agreement and subsequent payments due annually thereafter.

1.2 The annual license fees shall be subject to yearly indexation based on the greater of the following metrics: The Consumer Price Index (CPI) for the United Kingdom; or the applicable labour cost index (salary index) for the technology sector, as published by Eurostat or a comparable official source. The first adjustment shall take effect on the 12-month anniversary of the contract signature and shall apply thereafter on each successive anniversary of the contract.

2. Add-ons

(INSERT DETAILS OF AVAILABLE ADD-ONS IF APPLICABLE)

Schedule 3: Service Level Agreement

1.1 Maintenance

- 1.1.1 The Supplier is responsible for hosting and operating the Technology to deliver the Services.
- 1.1.2 Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to the Technology interfaces described in Schedule 1. Support for additional features developed by the Supplier, as requested by the Customer, may be purchased separately.
- 1.1.3 The Supplier shall maintain and update the Technology. Should the Customer determine that the Technology includes a defect, the Customer may at any time file error reports. During maintenance periods, the Supplier may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. The Supplier shall use all reasonable endeavours to avoid unscheduled downtime for software maintenance.
- 1.1.4 Routine, planned maintenance of the hosting Technology or other aspects of the Service that may require interruption of access to the Technology (Maintenance and Support) shall, except for any emergency maintenance, not be performed during Normal Business Hours. The Supplier may interrupt the Services to perform emergency maintenance. In addition, the Supplier may interrupt the Services outside of Normal Business Hours for unscheduled maintenance, provided that it has given the Customer at least three (3) Business days' notice. The Supplier shall at all times endeavour to keep any Maintenance and Support interruptions to a minimum.

1.2 Service availability and second line support

- 1.2.1 The Customer appoints minimum one (1) super user that shall have access to the Supplier's technical support team by email.
- 1.2.2 The supplier undertakes to maintain the following service levels in respect of service availability for the app
- 1.2.3 The Supplier support team deals with incidents, changes, questions, and complaints and provides support regarding the general use of the app. The Supplier will ensure that its support team shall at all times be reasonably skilled and trained in the operation of the App
- 1.2.4 Supplier's support to the Customer covers two levels: 2nd and 3rd level support. Second/Third line support provides support to Customer employees in English in the Office hours which is between 09:00 – 17:00 CET on weekdays. Outside business hours for Critical and High incidents.
- 1.2.5 Second line support involves providing technical support which includes:
 - 1.2.5.1 Handling complex issues that could not be resolve by 1st line support
 - 1.2.5.2 Providing specialised technical assistance
 - 1.2.5.3 Diagnosing and resolving problems related to the app including potential hardware and network issues
 - 1.2.5.4 Interfacing with other stakeholders or vendors if needed.
- 1.2.2 Third line support involves providing expert level support for the most complex issues which includes:
 - 1.2.2.1 Handling more complex issues that could not be resolved by 1st or 2nd line support
 - 1.2.2.2 Performing advanced diagnostics and technical analysis
 - 1.2.2.3 Developing patches, updates and fixes for app related issues
 - 1.2.2.4 Interfacing with development teams, engineers or external experts.

1.2.2.5 The support is delivered by phone ((+45) 93 30 15 11) or via email (help@livahealth.com)

- 1.2.3 First level support to Authorised Users is handled by the Customer. It should cover elements such as:
- Collect customer requests
 - Attend to customer phone calls
 - Respond to Patient emails
 - Conduct basic troubleshooting
 - Create tickets for Level 2 support
 - Provide product information
 - Solve common problems such as Patient name and passwords issues, app navigation, verification of hardware and software, installation issues, and setup

1.3 Incident Management

1.3.2 The response time regarding incident management is related to 2nd and 3rd level support. Supplier operates with a prioritisation matrix that consists of urgency and impact. There exist 4 different priorities, and the SLAs are set accordingly.

		IMPACT		
		Full System Wide All users or regions	Medium - Multiple Users Many users are affected, one or more partners	Low - Single Users Few users
URGENCY	High Can no longer perform primary work functions	1 - Critical	2 - High	3 - Moderate
	Medium Work functions impaired, work- around in place	2 - High	3 - Moderate	4 - Low
	Low Inconvenient, cosmetic	3 - Moderate	4 - Low	4 - Low

* “**Many users**” means more than 20 Authorised Users

* “**Few users**” means less than 20 Authorised Users

* “**Primary work functions**” means the ability of Authorised Users to (1) register any data in the App and (2) communicate via text and/or video in the App..

1.3.3 The Response time standards according to Incident priority and Availability period have been set out in the table below:

Priority	Response time Office Hours	Response time Outside Office Hours	SLA - Percentage
P1 - Critical	< 15 min	< 30 min	80%
P2 - High	30 min	60 min	80%
P3 - Moderate	Next work day		80%
P4 - Low	At convenience		80%

1.3.4 The Response time is the period during which Supplier responds to the Customer from the moment the incident was received and/or detected by Supplier, regarding the actions taken for the analysis and/or its solution. The SLA is calculated during a calendar month.

- 1.3.5 Resolution of Incidents - As incidents can be very different in nature, Supplier is not operating with target resolution times. P1 and P2 incidents will however be prioritized and worked on resolving also outside business hours.

1.4 Availability Management

- 1.4.1 Supplier guarantees a minimum uptime of 99,5% for the Services delivered by the App, measured monthly. The monthly uptime is defined as follows:
- Monthly number of hours minus the sum of downtime for all incidents in the period, multiplied by 100 divided by monthly number of hours
 - The uptime is measured on the Supplier

Schedule 4 – Data Processing Agreement

1. Purpose

- 1.1 This Data Processing Agreement relates to the processing of personal data by the Supplier (hereinafter referred to as “**the Data Processor**”) at the behest of the Customer (hereinafter referred to as “**the Data Controller**”) as part of the performance of the License and Services Agreement (“**the Main Agreement**”) and any written instruction given to the Data Processor by the Data Controller. The purpose of the personal data processing is to (INSERT PURPOSE OF PROCESSING). In order to execute the Main Agreement, data processor will process the Personal Data as further described in this Data Processing Agreement. The data processor shall process the Personal Data only on behalf and for the benefit of data controller, as required for the provision of the Services as laid down in the Main Agreement or in accordance with the subsequent instructions from Data Controller - which shall always be documented - and to the extent required by Data Protection Legislation. The Data Processor shall follow its archiving procedures for Customer Data in accordance with Data Controller instructions and applicable national legislation.
- 1.2 In case of disagreement or legal uncertainty the Data Processing Agreement takes precedence over the Main agreement and/or Schedules to the Main Agreement.
- 1.3 The Data Processing Agreement aims to ensure that the Data Controller and Data Processor perform according to the obligations laid out in the Data Protection Legislation.

2. Legal standing between Data Controller and Data Processor

- 2.1 Legal standing between Data Controller and Data Processor is governed by regulations stated in Articles 9, 10, 11 and 12 below.
- 2.2 The Data Processor must ensure that the personal data received as part of the Data Processing Agreement is not used for any other purpose than that stated in clause 1.1 above and is not misused in any way. If the Data Processor finds or suspects that the directions from the Data Controller potentially become against applicable Data Protection Legislation, the Data Processor must immediately and without undue delay inform the Data Controller. Data processor shall immediately inform data controller on any changes that are or could be relevant for the Services and the processing of the Personal Data.
- 2.3 Data controller enters into this Data Processing Agreement for its own benefit and for the benefit. The data controller will be entitled to enforce any and all of the provisions of this Data Processing Agreement on behalf of itself.

3. Provisions for subdata processors

- 3.1 A subdata processor is a subcontractor engaged by the Data Processor undertaking parts or all of the personal data processing.
- 3.2 The Data Processor is prohibited from using other subdata processors than those stated in article 4.3 without the data controller having given explicit prior consent in writing.
- 3.3 The data processor is authorised to make use of the following subdata processors:
 - (INSERT DETAILS OF SUBPROCESSORS)
- 3.4 Subdata processor contracts must be in writing and imposed with the same obligations regarding handling of any subject therein as applies to the Data Processor under the Data Processing Agreement, as well as existing laws at any time.
- 3.5 The Data Processor is held liable to the data controller for any obligations not met by the subdata processor under existing laws or under the provisions for subdata processors.
- 3.6 The Data Controller may at any point in time request the data processor for documentation regarding subdata processor contracts.

4. Security breach and data subject rights

4.1 The Data Processor is responsible for the implementation of appropriate precautionary measures regarding technical and organisational arrangements and instalments, taking into account the current technical level, costs of implementation and the type, scope, purpose and coherence of the current data procedure as a whole.

4.2 As a minimum, the appropriate technical and organizational precautions are as follows (but not limited to):

- Anonymisation and encryption of personal data,
- Data recovery in case of physical or technical mishap,
- Ensure ongoing confidentiality, integrity and accessibility,
- Preparation and compliance with appropriate security policies, and
- Compliance with applicable data privacy legislation and ISO27001.

4.3 The Data Processor must inform the Data Controller of any breach of security without undue delay and not later than 24 hours after the Data Processor becomes aware of the security breach. The information must include:

- A description of the type of data breach including categories of personal data, estimated extent of breached information as well as estimated number of individual files at risk,
- An assessment of the extent of the security breach, and
- A description of the precautionary measures taken and/or proposed measures to be taken by the data processor or the subdata processor to manage the breach of data and limit any further damaging effects.

4.4 Should the Data Controller request assistance from the Data Processor when responding to inquiries regarding the exercise of rights of registered individuals, the data processor is entitled to invoice reasonable and actual costs incurred for any such assistance. The Data Processor must assist the data controller to comply with Data Protection Legislation with emphasis on paragraph 32-36 of The EU General Data Protection Regulation, taking into consideration the nature of the process and the information available to the Data Processor.

5. Data processing staff

5.1 The Data Processor is held liable for any staff misconduct relating to Data Processing Agreement and its related legislation or associated guidelines.

5.2 The Data Processor is obligated to restrict the handling of personal data to essential staff and to perform and maintain further staff education on the handling of personal data.

5.3 All data processing staff responsible for the handling of personal data on behalf of the Data Controller is subject to confidential disclosure agreements.

6. Documentation and supervision

6.1 If a written request is produced by the Data Controller, the Data Processor must produce adequate documentation demonstrating that rules and regulations under the Data Processing Agreement are adhered to, as well as existing rules at any time pertaining to personal data. This is to be made available for the Data Controller or an independent supervisory authority. If the Data Processor is acting under relevant legislation to keep records, these records are also to be made available for the Data Controller if it so requests in writing.

6.2 The Data Controller may demand such information presented by the Data Processor as stated in article 6.1 pertaining to subdata processors.

6.3 The Data Processor must accommodate such a request cf. article 6.1 and 6.2 within a reasonable period of time and no later than 5 workdays from the time of the request.

- 6.4 The Data Processor is obligated to give access to facilities for inspection by the Data Controller, a representative hereof or another appropriate supervisory authority if so requested. Such a request for inspection must be given with a notice of at least 5 workdays. The Data Processor is not entitled to separate remuneration or compensation for this unless the number of inspections or the type of inspections made exceed what is considered to be the standard for an inspection of that type.
- 6.5 To the extent that the Data Controller requests inspection following article 6.4 to cover the data processing carried out by subdata processors, this is to be agreed upon separately.
- 6.6 To the extent legally permitted, Data Processor shall promptly inform Data Controller if Data Processor or any of its sub-processors receive an inquiry, subpoena or request for inspection or audit from an authority or court relating to the processing.
- 6.7 Data Processor shall, without undue delay, notify Data Controller if it receives a requests from data subjects exercising its privacy rights under the Applicable Data Protection Legislation. Taking into account the nature of the processing, data processor shall assist data controller by providing appropriate technical and organizational measures, insofar as reasonably possible, for the fulfilment of data controller's obligation to address such requests.

7. Termination of Data Processing Agreement

- 7.1 The Data Processing Agreement is terminable only along with the termination of the Main Agreement.
- 7.2 The Data Processors authority to process personal data on behalf of the Data Controller is void in case of termination of the Data Processing Agreement whatever the cause of annulment.
- 7.3 In case of termination of the Data Processing Agreement, the Data Processor and subdata processors must return all personal data to the Data Controller, if these personal data are not already in the possession of the Data Controller. The Data Processor is hereinafter obligated to delete all personal data received from the Data Controller. The data controller may request documentation that the information has been deleted.

8. Applicable law and venue

- 8.1 The Data Processing Agreement is subject to English law and relevant data protection legislation.
- 8.2 Disputes relating to the Data Processing Agreement are to be settled by the relevant courts in England and Wales if the dispute cannot be settled amicably.

9. Data Guidelines and Data Security

- 9.1 When the Data Processor processes personal data transferred in terms of the Main Agreement, the Data Processor must act in compliance with the guidelines received from the Data Controller.
- 9.2 The Data Processor makes its Technology and Services available to the Data Controller and thereby stores personal data received from the Data Controller on systems managed by the Data Processor.
- 9.3 Personal information is processed by the data processor in the type of categories listed below (mark with a cross/fill in):

Categories:	Processed (yes/no)
Staff	(INSERT)
Clients/customers	(INSERT)
Children	(INSERT)
Business partners etc.	(INSERT)

9.4 Personal data is processed by the data processor on the type of information listed below:

Standard information	Sensitive data/distinctive data
Name	Medical condition
Email address and phone number	Health data (e.g. sleep, smoking, alcohol behaviour)
Exercise and step data	Health measurements (e.g. blood pressure and blood sugar)
Weight, height, and age	Medications
Meal pictures	Dialogue between coach and user
Address	Profile picture
Civil status	Journal notes
Occupational status	(INSERT ANY OTHER AGREED DATA POINTS CAPABLE OF BEING PROCESSED)
Educational level	

10. Security measures

10.1 When processing data, the Data Processor will put adequate security measures into practice in accordance with ISO27001 and general GDPR framework.

11. Data transmission to non-EU/EEA countries

11.1 Processing of the Personal Data is only to be handled by the Data Processor or associated sub-data processors within the EU/EEA, unless otherwise agreed with the Data Controller herein.

12. Specific agreements

12.1 In addition to the processing mentioned above relating to the main agreement, it is agreed that the Data Processor assists with any data processing impact analysis preparation initiated by the Data Controller.

13. Signatures

On behalf of Data
Controller:

On behalf of Data
Processor:

(INSERT DETAILS)

(INSERT DETAILS)