THIS LICENCE AGREEMENT shall take effect on the date it is executed by or on behalf of the parties **("Effective Date")** and is made by and between **FIRST DATABANK UK LTD,** a company incorporated in England and Wales under company registration number 01880682, whose registered office is at Stratus House, Emperor Way, Exeter, EX1 3QS ("**FDB**") and **TBC** whose registered office is at **TBC** ("**Licensee"**)

WHEREAS:

1. FDB owns or is a licensee, and licenses or sub-licenses various copyrighted databases ("**Databases**") of medical, pharmaceutical, and commercial information, and periodic updates thereto, accessible via related software access ("**APIs**") and delivered through a cloud hosting environment controlled or authorised by FDB ("**Cloud Environment**"), together with any associated implementation documentation ("**Documentation**") provided by FDB or its third party vendors. The Databases together with the applicable API (as hosted in the Cloud Environment) are collectively referred to as "**Licensed Solutions**" and are enumerated at Schedule One hereto.
2. Licensee desires to obtain, for itself, the use of parts or all of one or more Licensed Solutions within the Licensee's own electronic information system or other computer system (the "**System**") as described in Schedule One hereof.
3. Subject to the terms and conditions of this Agreement, and in consideration of the Fees and other charges set out in Schedule One, FDB is willing to grant to Licensee a non-exclusive, non-assignable and non-transferable licence to Use the Licensed Solutions described in Schedule One hereof via the Cloud Environment.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings:

"Affiliate"	shall mean, with respect to either party, any other corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or other business entity directly or indirectly Controlling or Controlled by or under direct or indirect common Control of that party;
"Annual Licence Fee"	shall mean the annual fee in respect of the licence granted to Licensee hereunder, as detailed in Schedule One;
"API"	means Application Programming Interface — in the connector context, the set of functions, protocols and data formats enabling the Licensee's system to communicate with the Licensed Solutions in the Cloud Environment;
"API Credentials"	means the access keys, tokens, passwords, or other authentication mechanisms issued by FDB to the Licensee solely for the purpose of securely accessing the API and/or the Cloud Environment, in accordance with this Agreement.
"Availability"	means the proportion of total time during which the Licensed Solutions is available for use in the Cloud Environment, as measured and reported in accordance with the Service Level Agreement, excluding periods of Scheduled Maintenance, Emergency Maintenance and/or Excluded Downtime.
"Business Day"	shall mean a day, other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“Calendar Day”	shall mean all days of the week, including weekends and public holidays, without exclusion. Any reference to a specified number of Calendar Days shall be construed as consecutive days from the initial day of reference, unless otherwise stated in this Agreement;
“Cloud Environment”	means the hosting environment provided or authorised by FDB through which the Licensed Solutions are made accessible to the Licensee via the internet, including any associated infrastructure, authentication mechanisms, monitoring tools, and delivery systems used to support access to and use of the Licensed Solutions under this Agreement whether owned or controlled by FDB or hosted on infrastructure supplied and operated by a third-party provider.
“Commencement Date”	shall mean the date set out in Schedule One;
“Confidential Information”	shall mean any and all information or data disclosed or made available on or after the Effective Date of this Agreement, regardless of format, either directly or indirectly, including but not limited to (a) technical, commercial, financial information or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, materials, records, business plans, consumer research, analysis or experience) of a confidential nature and whether disclosed directly or indirectly, orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means including without limitation on electromagnetic or CD media or via telephone lines or radio or microwave and whether stored electronically or otherwise which relates to a party’s business, products, developments, services, trade secrets, know how, personnel, supplies, customers or patients already disclosed by or on behalf of a party to this Agreement to the other party (whether or not designated as confidential); (b) notes, reports, analysis and reviews of and any other information derived from information referred to in paragraph (a) above; and (c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such, including, without limitation, the terms of this Agreement;
“Content”	shall mean all data, Databases, data compilations, information, material, text photos and graphics contained in the Licensed Solutions;
“Control”, “Controlling” or “Controlled”	shall mean the power to direct the management and policies of any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or other business entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise
“Cybersecurity Requirements”	shall mean any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, which are applicable to either (i) Licensee, (ii) relevant Affiliate, or (iii) End User, in each case relating to security of network and information systems and security breach and incident reporting requirements;
“Declaration of Use”	shall mean those business purposes set out in Schedule One;
“Dispute Resolution	shall mean the procedures laid down in Clause 22 for the resolution

Procedure"	of disputes;
"Emergency Maintenance"	means unscheduled maintenance performed by FDB on the Licensed Solutions without prior notice where necessary to address urgent security vulnerabilities, critical faults, or to prevent material service degradation;
"End User"	shall mean any employee, consultant or agent of Licensee authorised to use the Licensee's System at an End User Site;
"End User Site"	shall mean any single geographical location, site or premises at which End Users have access to the Licensee's System incorporating the Licensed Solutions;
"Equipment"	means the devices, operating systems, browsers, network connections and other technical resources used by the Licensee to access the Licensed Solutions via the Cloud Environment;
"**Excusing Cause**"	shall mean any act or omission of Licensee, including without limitation any breach of any of Licensee's express obligations under this Agreement, and/or any Licensee party, which affects FDB's performance of the Services (unless, and to the extent, caused or contributed to by FDB or any subcontractor of FDB);
"Fair and Reasonable Usage"	means use of the Licensed Solutions in a manner consistent with normal, reasonable usage patterns for similar customers, taking into account the scale, nature, and purpose of the Licensee's operations and the technical parameters of the Cloud Environment.
"FDB Rate Card"	means the standard daily charge out rate made by FDB to the Licensee for FDB staff involved in chargeable work for the Licensee. These daily rates are detailed in Schedule Three hereto;
"Fee(s)"	shall mean, together, the End User Fee and the Annual Licence Fee;
"Intellectual Property Rights" or "IPR"	shall mean rights, title and interest in: (i) patents; (ii) inventions (whether patentable or not); (iii) trademarks, and trade and business names (including service marks); (iv) design rights; (v) utility models; (vi) copyright (including copyright in programs); (vii) database rights; (viii) know-how (including trade secrets and confidential business information which has been recorded on any media); and in each case whether registered or unregistered, and including (i) any pending applications or rights to apply for registrations of any of these rights, and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England and Wales or of any other jurisdiction;
"Personal Data"	shall have the meaning given in the Data Protection Act 2018;
"Representatives"	shall mean, with respect to either party, such party's directors, officers, consultants, agents and employees and with respect to any Affiliate of either party, such Affiliate's directors, officers, consultants, agents and employees;
"Scheduled Maintenance"	shall mean planned maintenance performed by FDB on the Licensed Solution which is notified to the Licensee in advance in accordance with this Agreement;

"Services"	shall mean the support services, Updating Service and such other professional services as may be provided by FDB to Licensee under this Agreement, as set out in Schedule Three to this Agreement;
"Service Level"	means the service availability target and related performance metrics for the Licensed Solution, as set out in Schedule Three (Service Level Agreement), including the applicable exclusions and any remedies for failure to achieve such target;
"Significant System Upgrade"	shall mean any new release of the System which significantly alters the functionality of the System or alters the way in which the Licensed Solutions are used or is a significant re-write of the programming of the System;
"System"	shall have the meaning given in Recital 2 and Schedule One;
"Term"	shall have the meaning given in Schedule One;
"Territory"	shall mean the territory set out in Schedule One;
"Third Party Content"	means any content, terminology, code set, dataset, image or other material comprised in, or made accessible through, the Licensed Solutions which is owned by a third party and is subject to separate licensing terms;
"Updating Service"	shall mean the provision of updates of the Licensed Solutions at the frequency set out in Schedule Three; and
"Use"	shall mean the ability to load, execute, store, transmit, display and copy (solely for the purposes of loading, execution, storage, transmission or display).

1.2 Any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.4 Use of the singular includes the plural and vice versa.

1.5 Use of any gender includes the other gender.

1.6 Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.7 The word "subsidiary" shall have the meaning given to it by section 1159 of the Companies Act 2006.

1.8 Any reference to a statute, statutory provision or subordinate legislation ("**Legislation**") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.9 Any reference to a document being "in the agreed form" means a document in a form agreed by the parties and initialled by, or on behalf of, each of them for the purpose of identification as such.

1.10 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly

approximates in that jurisdiction to the English legal term.

1.11 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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

2. GRANT

2.1 FDB HEREBY GRANTS to Licensee and Licensee hereby accepts a non-transferable, non-assignable and non-exclusive licence to Use the Licensed Solutions via the Cloud Environment in the Territory only and during the Term of this Agreement solely for the purpose of exercising its rights and performing its obligations under this Agreement. All rights not expressly granted hereunder are reserved to FDB. Licensee shall allow End Users to use the Licensed Solutions, subject to the terms and conditions of this Agreement and only in accordance with the Declaration of Use; provided, that Licensee shall be (i) responsible for ensuring that End Users are informed of, and abide by, the terms and conditions applicable to Licensee pursuant to this Agreement, and (ii) liable to FDB for any breach of this Agreement by any End User.

2.2 Except as permitted hereunder, Licensee or End Users shall not copy, download, modify, decompile, reverse engineer, distribute, store, adapt, publish, transmit, transfer or sub-licence or otherwise use any of the Content.

3. TERM

This Agreement shall commence upon the Commencement Date and shall subject as hereinafter provided continue for the period set out in Schedule One to this Agreement, unless otherwise terminated earlier in accordance with Clause 16.

4. FEES AND CHARGES

4.1 In consideration of the grant of the licence as described in Clause 2 Licensee shall pay all Fees and other charges to FDB in accordance with the provisions and arrangements described in this Clause 4 and Schedule One to this Agreement.

4.2 FDB shall invoice Licensee for the Fees and other charges in accordance with Schedule One.

4.3 The Fees will increase annually by (i) Retail Price Index (“RPI”) for [TBC] reported in [TBC] as published by the Office for National Statistics; or (ii) 3%, whichever is higher. If RPI is less than zero there will be no increase (or decrease) in the Fees.

4.4 Licensee shall make payment on validly presented invoices for the Fees and other charges within twenty-one (21) Calendar Days following the date on which it receives the invoice. In the event of any dispute regarding invoice accuracy or validity, FDB’s records pertaining to the invoice in question shall be considered as the primary reference to the resolution.

4.5 All payments shall be made in pounds sterling through acceptable payment methods approved by FDB. Failure to adhere to acceptable methods may result in FDB’s refusal of payment. In such cases, Licensee shall be deemed to have defaulted on its payment obligations under this Agreement.

4.6 Licensee acknowledges and agrees that adjustments to the Fees and any other charges may be necessary. FDB reserves the right to propose adjustments to the Fees and any other charges at any time by giving the Licensee not less than fifteen (15) Business Days’ written notice. Any proposed adjustments shall be subject to mutual agreement between FDB and the Licensee.

4.7 Without prejudice to FDB’s other rights under this Agreement, if Licensee fails to pay any amount payable by it under this Agreement, FDB shall be entitled but not obliged to charge

Licensee interest on the overdue amount, payable by Licensee forthwith on demand, from the due date up to the date of actual payment of the overdue amount, after as well as before judgment, at the rate of 4 per cent per annum above the base rate for the time being of Lloyds TSB Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly. Notwithstanding the above, FDB reserves the right to claim interest at the then prevailing rate specified in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Licensee shall also be entitled to compensatory payment on the overdue amount and responsible for a fixed sum and reasonable costs incurred by FDB in recovering the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.8 If Licensee (acting in good faith) disputes all or any part of the Fees and other charges invoiced by FDB or any other amount that FDB claims is payable to it:

4.8.1 the undisputed amount of the Fees and other charges invoiced, or any other amount shall be paid by Licensee in the normal manner;

4.8.2 Licensee shall be entitled to retain the disputed amount of the invoiced Fees and other charges or other amount, as the case may be;

4.8.3 the parties shall use all reasonable endeavours to resolve the dispute in question within ten (10) Business Days of the dispute arising, and if they fail to resolve it, either party may refer the matter to the Dispute Resolution Procedure; and FDB reserves the right to suspend access to the Licensed Solutions and its obligations under this Agreement to the Licensee until the dispute is resolved;

4.8.4 following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith, together with interest on such amount calculated in accordance with Clause 4.7;

4.8.5 In the event that Licensee is found to have disputed fees and other charges in bad faith, Licensee shall be liable for all costs and damages including but not limited to legal expenses and costs incurred by FDB as a result of such bad faith dispute.

4.9 All amounts stated to be payable by either party under this Agreement shall be exclusive of any VAT properly chargeable on any amount. Licensee shall pay any governmental charges, duties and/or any VAT properly chargeable to FDB on any supply made under this Agreement and shall reimburse FDB for any such governmental charges, duties and/or any VAT properly chargeable paid by FDB within five (5) Business Days provided that it shall first have received from FDB a valid invoice in respect of that supply. Under no circumstances shall the Licensee make any deduction for or on account of charges, duties and tax from any payment due under this Agreement.

5. OBLIGATIONS OF LICENSEE

5.1 Licensee shall:

5.1.1 comply with all legal requirements including but not limited to all applicable laws, regulations and Cybersecurity Requirements as well as all Declaration of Use, any specifications and instructions provided by FDB from time to time in force relating to the licensing of the Licensed Solutions and not engage in any business practice which is illegal under the laws of the Territory;

5.1.2 immediately bring to the attention of FDB any improper or wrongful use of the trademarks of FDB, trade names or other Intellectual Property Rights which come to the notice of Licensee;

5.1.3 ensure that its network systems, and any local integrations or configurations comply with the relevant specifications provided by FDB from time to time;

5.1.4 promptly submit End User Declarations to FDB in accordance with Schedule One hereof;

5.1.5 ensure that any End User uses the Licensed Solutions in accordance with the terms and conditions of this Agreement and shall be responsible for any End User's breach of this Agreement;

5.1.6 in all correspondence, communication and other dealings relating directly or indirectly to the Licensed Solutions clearly indicate that it is acting as Licensee and not as an author or developer of the Licensed Solutions or as an agent of FDB;

5.1.7 ensure that all Licensed Solutions supplied to End Users are in compliance with all specifications and all instructions given by FDB from time to time and notified to Licensee in writing and are otherwise in accordance with the provisions of this Agreement;

5.1.8 co-operate with FDB in connection with the application of any Updating Service to the Licensed Solutions delivered via the Cloud Environment, in accordance with the provisions of Schedule Three;

5.1.9 provide FDB with all necessary co-operation during the Term of this Agreement;

5.1.10 upon reasonable notice, provide FDB with such information and cooperation as FDB may reasonably require to verify the Licensee's compliance with this Agreement. FDB shall, in the first instance, rely on usage data, logs and telemetry available through the Cloud Environment. Only where such information is insufficient to demonstrate compliance shall the Licensee be required to provide additional records, logs or related information and on-site access, which, if required shall be during normal business hours; and

5.1.11 ensure access to and cooperation from its, or the relevant Affiliate's personnel and those of its Representatives for FDB or its authorised Representatives.

5.2 Licensee shall not, save where permitted by this Agreement:

5.2.1 sub-licence the Licensed Solutions or allow the Licensed Solutions to be used by anyone except as set out in this Agreement;

5.2.2 extract or re-utilise the contents of the Licensed Solutions (or any part thereof) for any commercial purpose including but not limited to trading, building commercial databases, reselling or redistributing data from the Licensed Solutions;

5.2.3 copy, reverse engineer, de-compile or disassemble the Licensed Solutions, except to the extent that FDB cannot prohibit such acts by law, and shall use its best endeavours to ensure that there is no unauthorised copying, reverse engineering or decompiling (save to the extent permitted under applicable law) or amendment of the Licensed Solutions by its End-Users;

5.2.4 incur any liability on behalf of FDB or in any way pledge or purport to pledge the credit of FDB or purport to make any contract binding upon FDB;

5.2.5 download the Content from the Licensed Solutions for manipulation or storage or reformat, make any additions or modifications, adjustments or alterations to such Content, provided always that this shall not prevent Licensee from backing up the Content either directly or by remote access;

5.2.6 merge the Content from the Licensed Solutions so that it ceases to be readily identifiable as that of FDB; or

5.2.7 attempt to rectify or permit any persons other than FDB or FDB's Representatives or subcontractor(s) to rectify any fault or inaccuracy in the Content comprised in the Licensed Solutions or fault in the proper operation of the System (insofar as such operation relates to the Licensed Solutions) without seeking and obtaining the written consent of FDB (such consent not to be unreasonably withheld).

5.3 Access to the Licensed Solutions made available to End Users via the Cloud Environment

shall not, without the consent and approval of FDB, be modified or varied in any way from the functionality and Content made available by FDB as part of the Licensed Solutions.

5.4 Licensee shall carry out all responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the Parties, FDB may adjust any agreed timetable or delivery schedule as reasonably necessary. FDB shall not be liable for any further delays or consequences arising from such delays caused by the Licensee's failure to carry out such responsibilities set out in this Clause 5.4.

5.5 Licensee shall obtain and maintain all necessary licences, consents and permissions necessary for FDB, its Representatives and subcontractors to perform their obligations under this Agreement.

5.6 Licensee shall notify FDB in writing within five (5) Business Days of its becoming aware of any breach by an End User.

5.7 Licensee agrees to communicate the disclaimer in this Clause 5 in accordance with one or more of the following procedures:

5.7.1 an electronic copy of the disclaimer is prominently displayed to each and every End User either on every System access by the End User or on the first use of the Licensed Solutions following every System access by each and every End User, such display being acknowledged and agreed by a click to accept procedure by the End User; and/or

5.7.2 a paper or electronic copy of the disclaimer is prominently displayed in each copy of any user guides issued by Licensee to its End Users of the System; and/or

5.7.3 a paper or electronic copy of the disclaimer is prominently displayed in each copy of the training materials issued by Licensee to its End Users of the System and incorporated into training programmes for the System; and/or

5.7.4 a paper or electronic copy of the disclaimer is prominently displayed to each End User as an integral part of the Licensee's process of initiating end user rights to the System; and/or

5.7.5 an electronic copy of the disclaimer is made available via a hyperlink on Licensee's website whenever reference is made to the Licensed Solutions within Licensee's System.

Disclaimer

IMPORTANT NOTICE:

First Databank UK Ltd is proud of the extensive editorial and quality control procedures which it has developed over many years. However, since every patient's history is different, and even the most exhaustive sources of information cannot cover every possible eventuality, you should be aware that all information is provided from the Licensed Solutions on the basis that the healthcare professionals responsible for patient care will retain **FULL** and **SOLE** responsibility for deciding what treatment to prescribe or dispense for all patients and, in particular whether the use of any drug or other Licensed Solutions is safe, appropriate or effective for any particular patient or in any particular circumstances.

This is because (and all healthcare professionals should bear in mind):

1. The Licensed Solutions are intended to supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals.

2. The Licensed Solutions and those who are responsible for their construction, operation and maintenance do not know the particular circumstances, condition or medical history of particular patients or groups of patients and so cannot advise as to particular cases.

3. While the Licensed Solutions use reputable sources of information, such as published data of pharmaceutical manufacturers, it does not validate or verify the information received from third parties.

4. The information stored on the Licensed Solutions is not exhaustive. It therefore cannot be relied upon as complete.

5. Although the information stored on the Licensed Solutions is updated on a regular basis, healthcare professionals should ensure that they are satisfied that the information they have is current.

5.8 The foregoing disclaimer may be updated by FDB during the Term of this Agreement. FDB shall provide Licensee at least thirty (30) Calendar Days' prior written notice of any change to the disclaimer. Licensee shall use its best endeavours to promptly incorporate the updated disclaimer into the applicable communication specified in Clause 5.7 above.

5.9 Except as expressly permitted herein, Licensee shall not and shall not permit any third party to directly or indirectly ingest, consume, translate, reason or learn over, create, train, test, improve, or otherwise use in any manner the Licensed Solutions or any content, data, output, or other information received or derived from the Licensed Solutions in connection with any machine learning algorithms or artificial intelligence systems, including any architectures or models. Upon any expiration or termination of this Agreement, Licensee shall certify in writing that it has complied with this paragraph.

5.10 In the event of a breach of any obligations contained in this Agreement Licensee shall forthwith suspend access to the Licensed Solutions as incorporated into the System to the person or persons responsible until such breach has been remedied.

5.11 The Licensee shall be solely responsible for procuring, installing, configuring and maintaining, at its own cost, all Equipment necessary to access and use the Licensed Solutions via the Cloud Environment. The Licensee shall apply all necessary security, update and maintenance measures to ensure that its Equipment is (i) maintained in good working order, (ii) adequately protected against unauthorised access, malware and other security threats, and (iii) sufficient in capacity and performance to meet the operational requirements of the Licensed Solution. FDB shall have no liability for any failure, delay, unavailability, degradation, or error in the Licensed Solutions to the extent caused by the Licensee's failure to comply with this Clause 5.11, or any fault, defect, or deficiency in the Licensee's Equipment.

5.12 The Licensee shall use the Licensed Solutions in accordance with the principles of Fair and Reasonable Usage and shall not engage in any activity that, in FDB's reasonable opinion, adversely affects the performance, availability, or integrity of the Cloud Environment or the Licensed Solution.

5.13 Without limitation to the foregoing, the Licensee shall not:

5.13.1 initiate excessive or high-frequency polling of any API comprising part of the Licensed Solution;

5.13.2 execute large-scale batch processing or data extraction jobs outside the scope of permitted use set out in this Agreement;

5.13.3 initiate concurrent connections or API calls at a volume or frequency that exceeds typical operational use; or

5.13.4 otherwise utilise the Licensed Solutions in a manner inconsistent with its intended purpose, the permitted Uses under this Agreement, or the technical limitations of the Cloud Environment.

5.14 The Licensee shall not conduct, attempt to conduct, or permit any third party to conduct any form of load testing, stress testing, performance testing, or other activity designed to assess the resilience or scalability of the Licensed Solutions or the Cloud Environment without

obtaining FDB's prior written consent. Any such request shall be submitted in writing and include sufficient detail regarding the nature, scope, timing and technical parameters of the proposed testing.

5.15 FDB may from time to time specify reasonable technical or operational thresholds relating to usage volume, frequency, concurrency, or other relevant metrics. In the absence of defined limits, the Licensee shall comply with any reasonable guidance issued by FDB from time to time.

5.16 FDB reserves the right to monitor the Licensee's access to and use of the Licensed Solutions for the purposes of ensuring compliance with this Agreement and protecting the security, integrity, and performance of the Cloud Environment. Such monitoring may include the collection and analysis of usage logs, system metadata, API request records, and other telemetry data generated through the Licensee's interaction with the Licensed Solution.

5.17 Where FDB reasonably determines that the Licensee's usage of the Licensed Solutions exceeds Fair and Reasonable Usage limits, is otherwise excessive or inappropriate; includes unauthorised performance testing; or adversely affects the security, performance or availability of the Cloud Environment, FDB may, without liability and without prejudice to its other rights and remedies under this Agreement:

5.17.1 impose temporary restrictions on access to the Licensed Solutions;

5.17.2 suspend access to the Licensed Solutions;

5.17.3 require the Licensee to cooperate in mitigating any excessive or unintended usage, including by modifying its integration approach; and/or

5.17.4 terminate Licensee's licence to access and use the Licensed Solutions (in whole or in part) by giving written notice to the Licensee, in which case the Licensee shall immediately cease all use of the affected Licensed Solutions and comply with all relevant termination provisions of this Agreement.

5.18 The Licensee acknowledges that:

5.18.1 the Cloud Environment is hosted on infrastructure supplied and operated by a third-party hosting provider, and that FDB does not own or control such infrastructure; and

5.18.2 the provision of the Licensed Solution is dependent upon the performance, availability, and security of such third-party infrastructure.

5.19 FDB shall exercise reasonable skill and care in the selection, engagement, and management of the hosting provider, but shall not otherwise be liable for any unavailability, delay, loss, or damage arising from any act or omission of the hosting provider, except to the extent such loss or damage is directly caused by FDB's gross negligence or willful misconduct in performing its obligations under this Agreement.

6. LICENSEE'S SYSTEM

6.1 Upon the execution and return of this Agreement to FDB by Licensee and subject to its obligations in Clause 5 of this Agreement, Licensee shall be entitled to access and integrate all or parts of the Licensed Solution, via the Cloud Environment, with the Licensee's System.

6.2 Licensee shall display the Licensed Solution, either in parts or as a whole, contained within Licensee's System without deletion or alteration except as agreed in writing by FDB and in accordance with the description provided at Schedule Two.

6.3 During the Term of this Agreement, Licensee will not incorporate any content into its System which would have the same or similar functionality to the Content in the Licensed Solutions.

6.4 Licensee shall ensure that sources of Content are clearly acknowledged as specified below:

6.4.1 Licensee shall make reference to the Licensed Solutions within its documentation, brochures and promotional material and wherever appropriate, such logos as FDB

may supply must be used. A copy of the approved logos will be supplied to Licensee upon receipt of the signed Agreement; and

6.4.2 Licensee shall make reference within the System (on the initial start-up screen) to the Intellectual Property Rights attaching to the Licensed Solutions.

6.5 The Licensed Solutions have been developed as integrated databases for use by healthcare professionals. In the event that Licensee elects to exclude parts of any Database from its System, such use of the Database shall be solely at the risk of Licensee, who shall indemnify FDB in accordance with Clause 13 in respect of such use.

6.6 Licensee shall notify FDB in writing not less than thirty (30) Calendar Days prior to the release of the System incorporating the Licensed Solutions or any Significant System Upgrade incorporating the Licensed Solutions to any End User and, if FDB decides (in its sole discretion and without any legal commitment) and notifies Licensee within five (5) Business Days of the receipt of such notice that it wishes to have access to the System, allow FDB access to the System prior to such release. For the avoidance of doubt, Licensee acknowledges that although FDB is entitled to notification and access as aforesaid, the nature and extent of any review which FDB chooses to conduct on the operation of the System is a matter within FDB's sole discretion and shall not extend in any way FDB's warranties, the only warranties under this Agreement being those set out in Clause 14. FDB is under no legal obligation whatsoever to conduct any review on the System. Where any reviews are carried out by FDB these will typically consist of a very limited number of basic checks on a sample of operations of the Licensed Solutions as incorporated into the System. Any such checks which FDB performs do not constitute testing or approval by FDB of the operation of the System or the provision of services to Licensee. Where contrary to this sub-clause, Licensee releases the System or any Significant System Upgrade to End Users without notifying FDB and/or without allowing FDB the opportunity for access to the System and/or without FDB's written approval of such release, this shall constitute a material breach under this Agreement and, in these circumstances, FDB shall not be responsible for any inaccuracies in the data contained in the System or any losses arising from use of the System by their authorised End Users. All such reviews will be carried out at the office of FDB or at other such locations agreed between the parties at the cost of Licensee.

6.7 FDB has the right, but not the obligation, to monitor access to and use of the Licensed Solutions and the Cloud Environment by the Licensee and End Users in order to verify compliance with this Agreement, ensure adherence to Fair and Reasonable Usage requirements and/or to satisfy any law, regulation or authorised government request.

6.8 FDB may, from time to time, implement updates, upgrades, modifications, enhancements, or other changes to the Licensed Solutions, the APIs, or the Cloud Environment, including to improve functionality, performance, or security, or to address technical issues. FDB shall use reasonable endeavours to provide the Licensee with reasonable prior written notice of any material change which is likely to have a significant impact on the Licensee's use of the Licensed Solution, save that no notice shall be required in respect of routine or emergency changes.

7. OBLIGATIONS OF FDB

7.1 FDB shall:

7.1.1 provide the Licensed Solutions as provided for in this Agreement and allow Licensee to use the same subject to the provisions hereof; and

7.1.2 provide support services in accordance with the details set out in Schedule Three to this Agreement.

7.2 For the avoidance of doubt, FDB shall not be responsible for Licensee's:

7.2.1 hardware, operating systems, backups, connectivity, or system administration;

7.2.2 integration support or maintenance of operating systems, third party software or data-

feeds; or

7.2.3 failure to meet the technical and security requirements notified by FDB from time to time.

7.3 If an Excusing Cause causes a material adverse interference with, or causes a material failure of, the performance of the Services and provided that the Excusing Cause and the likely effects of it are notified to Licensee by FDB in writing within seven (7) Business Days of the date on which FDB became aware of the occurrence of the Excusing Cause, then to the extent such failure or interference arises as a result of such Excusing Cause, such failure by FDB to perform, and any poor performance of any affected Service shall not constitute a breach of the provisions of this Agreement by FDB; so that FDB shall be entitled to payment under this Agreement as if the Excusing Cause had not occurred and to payment of any unavoidable additional direct costs and expenses to the extent not recovered from the Fees or other charges. In such a situation, FDB may demand all damages and losses incurred, provided that the Excusing Cause and its likely effects are notified to the Licensee by FDB within the specified timeframe in this Clause 7.3, and to the extent that the failure or interference arises as a result of the Excusing Cause.

7.4 FDB reserves the right:

7.4.1 to vary the technical specification of the Licensed Solutions at any time without any written notice;

7.4.2 temporarily to suspend access to the Licensed Solutions for the purposes of maintenance or upgrade (but FDB will use its reasonable endeavours to minimise the period of suspension);

7.4.3 to demand that the Licensee indemnify FDB and hold it harmless from any claims, demands, or actions arising directly or indirectly from the Excusing Cause described in Clause 7.3; and

7.4.4 to cease publication of the Licensed Solutions on reasonable notice, in which event it shall reimburse to Licensee that proportion of the Fees or other charges actually paid to FDB representing the unexpired period of the Term; FDB shall not otherwise be liable to Licensee in respect of ceasing publication of the Licensed Solutions.

7.5 FDB shall:

7.5.1 maintain the Cloud Environment in accordance with Good Industry Practice;

7.5.2 ensure that the Cloud Environment meets or exceeds the Availability commitment set out in the Service Level Agreement, subject to the applicable Scheduled Maintenance and Excusing Causes; and

7.5.3 use reasonable endeavours to provide advance notice of Scheduled Maintenance outside of the standard maintenance windows specified in the Service Level Agreement, and schedule such work to minimise disruption to the Licensee's normal business operations.

7.6 The Licensed Solution may include or provide access to Third Party Content. The Licensee acknowledges and agrees that such Third Party Content is supplied subject to the applicable licence terms, restrictions, and conditions of the relevant third party provider, a copy of which will be made available to the Licensee on request; FDB does not control, verify, or endorse any Third Party Content and makes no representation, warranty, or commitment in respect of the accuracy, completeness, reliability, quality, or fitness for any particular purpose of such Third Party Content; and except to the extent that liability cannot be excluded or limited by law, FDB shall have no liability to the Licensee for any loss, damage, cost, or expense arising out of or in connection with the Licensee's access to, use of, or reliance upon any such Third Party Content.

8. NON-CIRCUMVENTION AND NON-SOLICITATION

8.1 Licensee agrees to act in good faith so as not to circumvent FDB in any transactions, negotiations, or dealings initiated or facilitated by FDB under this Agreement. This includes but is not limited to, any attempt to directly or indirectly contact, communicate, or engage with any person, firm, or entity introduced by FDB for the purpose of transactions or dealings related to the subject matter of this Agreement, without the express written consent of FDB. Any violation of this non-circumvention clause shall constitute a material breach of this Agreement as defined in Clause 16.1.1.

8.2 Each party covenants that it will not for the duration of the Agreement on behalf of itself or any other person, directly or indirectly, entice or solicit away or endeavour to entice or solicit away any employee of the other party without the other's prior written consent. This Clause shall not apply to responses from any employee to any general employment advertisement.

8.3 If either party commits any breach of Clause 8.2 resulting in an employee leaving the employment of the other party, the infringing party shall on demand pay to the other party, by way of liquidated damages, a sum equal to one year of the basic salary which the employee had been earning at the employer he/she has left (such sum to be calculated as at the date the employee left the employment).

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

9.1 Licensee acknowledges that the Intellectual Property Rights in the Licensed Solutions are and shall continue to be the property of FDB or its licensors and Licensee shall not, except as provided in this Agreement, be entitled to pass on any title, right or interest in the same to any third party.

9.2 The Cloud Environment, together with all associated hardware, software, configurations, and network resources, shall remain the sole property of FDB or its licensors. Nothing in this Agreement shall operate to transfer, assign, or grant to the Licensee any right, title, or interest in or to the Cloud Environment, save for the limited, non-exclusive, non-transferable and non-assignable right to access and use the Licensed Solution only in accordance with this Agreement.

9.3 Licensee shall take all steps to assist FDB in protecting the Intellectual Property Rights in the Licensed Solutions. Licensee shall as soon as it becomes aware of it, give to FDB in writing full particulars of any unauthorised use or infringement by any person, firm or company of the Intellectual Property Rights in the Licensed Solutions.

9.4 Licensee shall not remove from the Licensed Solutions when incorporated into Licensee's System any trademark, trade name, copyright notice or other notice.

9.5 The Licensee acknowledges and agrees that any suggestions, comments, recommendations, enhancement requests, or other feedback provided by or on behalf of the Licensee in connection with the Licensed Solution **("Feedback")** shall be provided voluntarily and on a non-confidential basis. FDB shall be entitled to use, copy, modify, adapt, incorporate, commercialise, and otherwise exploit such Feedback in any manner and for any purpose, without restriction and without any obligation to account to, attribute or compensate

the Licensee. All Intellectual Property Rights in any modifications, enhancements, or derivative works created by or on behalf of FDB incorporating or arising from such Feedback shall vest in and remain the exclusive property of FDB.

9.6 Licensee shall not during or after the expiry or termination of this Agreement without the prior written consent of FDB use or adopt any name, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trademark, trade name, trading style or commercial designation used by FDB.

9.7 As between the parties to this Agreement, FDB may take whatever legal action it deems advisable to prevent any infringement of the Intellectual Property Rights in the Licensed Solutions. If FDB decides to commence proceedings in respect of infringement or alleged infringement of the Intellectual Property Rights in the Licensed Solutions, Licensee shall at the request and cost of FDB give full co-operation to FDB in any such proceedings. FDB shall bear the cost of any such proceedings and shall be entitled to retain all damages received.

10. CONFIDENTIALITY

10.1 Each party hereto acknowledges that for the purpose of this Agreement, it may become privy to Confidential Information which the other party considers confidential and proprietary (and thereby become a “Recipient” with respect to such Confidential Information, with the party providing the information referred to herein as the “Disclosing Party”).

10.2 Each party shall take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party as Confidential Information remain confidential to the parties.

10.3 Each party undertakes at all times to hold in confidence, to use only for the purposes hereof and not otherwise copy, print, publicise or otherwise disclose to any third party, Confidential Information of the other party.

10.4 Confidential Information shall not include any document, material, idea, data or other information which:

10.4.1 was lawfully in the possession of the Recipient before the Effective Date of this Agreement as evidenced by written records; or

10.4.2 is or becomes publicly known through no wrongful act of the Recipient and/or its Representatives in breach of this Agreement; or

10.4.3 in the Recipient’s lawful possession at the time of receipt or which is lawfully obtained by the Recipient from a third party who in making such disclosures breaches no obligation of confidence to the other party, as evidenced by written records; or

10.4.4 is independently developed by the Recipient where such party can show it has no access to that the information as Confidential Information of the Disclosing Party received under this Agreement.

10.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 10.5.

10.6 Each party shall ensure that its Representatives and sub-contractors shall be given access to any Confidential Information received from the other party only on a “need to know” basis for the purposes of this Agreement provided that the parties shall inform their Representatives and subcontractors of the confidential nature and confidentiality obligations of the Confidential Information before disclosure.

10.7 At the request of the Disclosing Party, or upon termination of this Agreement for whatever

reason, the Recipient shall destroy or return to the Disclosing Party all copies of any such documents or other materials and data or other information and all backup copies from computer systems within fourteen (14) Business Days by giving the Disclosing Party written notice.

10.8 In the event of disclosure of Confidential Information to a third party the Recipient shall use its best endeavours to assist the Disclosing Party in recovering and preventing such a third party from using, disseminating, selling or otherwise disposing of such Confidential Information.

10.9 In the event of breach of confidentiality obligations outlined in this Clause 10, Disclosing Party shall be entitled to apply all remedies for its damages resulting from such breach. Without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief, concerning any breach of any of the confidentiality provisions of this Agreement.

11. DATA PROTECTION

11.1 The parties acknowledge that, for the purposes of the Data Protection Legislation, the Licensee is the Controller, and FDB is the Processor in relation to any Personal Data processed under this Agreement.

11.2 Each Party shall comply with all applicable Data Protection Legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, together with any applicable laws, regulations, codes of practice, or guidance relevant to the processing of Personal Data.

11.3 The Personal Data processed by FDB under this Agreement relates solely to authorised technical users of the Multilex Cloud Developer Portal and is limited to usernames, display names, business email addresses and user account identifiers (including system-generated subscription keys). Such Personal Data shall be processed only for the purposes of account set-up and administration, user access management, audit and security, support, and customer relationship management. For the avoidance of doubt, any de-identified clinical input values transmitted to FDB as part of API requests, including, for example, age, gender and SNOMED codes, are received by FDB in a form that does not permit FDB to identify an individual. Therefore, FDB does not process any patient-related Personal Data under this Agreement.

11.4 FDB shall process Personal Data solely for the purposes set out in this Agreement, in accordance with the documented instructions of the Controller, and only to the extent necessary for the performance of its obligations. FDB shall not process Personal Data for any other purpose unless required to do so by applicable law.

11.5 FDB may engage sub-processors to assist in the processing of Personal Data, including Microsoft Azure (cloud hosting and infrastructure services). FDB shall ensure that all sub-processors are bound by contractual obligations which provide a level of protection for Personal Data no less stringent than that set out in this Agreement. FDB shall notify the Controller of any intended changes to its sub-processors, giving the Controller a reasonable opportunity to object.

11.6 FDB shall ensure that Personal Data is stored and processed within the United Kingdom. FDB shall not transfer Personal Data outside the United Kingdom, unless such transfer is carried out in compliance with Data Protection Legislation and appropriate safeguards are in place.

11.7 FDB shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage. FDB shall also ensure that its personnel with access to the Personal Data are subject to suitable confidentiality obligations.

11.8 In the event of a Personal Data Breach affecting Personal Data processed under this

Agreement, FDB shall notify the Controller without undue delay and shall provide all information reasonably required by the Controller to comply with its obligations under Data Protection Legislation.

11.9 Upon termination or expiry of this Agreement, FDB shall securely delete all Personal Data processed under this Agreement, unless retention is required by law. Where reasonably requested, Personal Data shall be returned to the Controller prior to deletion.

11.10 Taking into account the nature of the processing and the information available to FDB, FDB shall provide reasonable assistance to the Controller to enable the Controller to comply with its obligations relating to data subject rights, security of processing, Personal Data Breach notifications, and, where relevant and proportionate, data protection impact assessments, in accordance with Articles 32 to 36 of the UK GDPR.

12. LICENSING AND SUPPLY OF CODES

12.1 FDB is authorised to include certain codes as more particularly set out in Schedule Two ("**Excluded Material**") in the Database but is not authorised by the relevant copyright owners to sub-licence such codes to Licensee.

12.2 From time to time, FDB may add further elements to the Database which shall be deemed Excluded Material. FDB undertakes to notify Licensee of any additional Excluded Material which may be added to the Database from time to time during the Term of this Agreement.

12.3 Licensee hereby undertakes to procure and maintain a legally binding licence for all Excluded Material from the relevant copyright owners and further undertakes not to use the Database unless and until authorised to do so by such copyright owners.

12.4 Licensee shall indemnify FDB in accordance with Clause 13 in respect of any unauthorised use of Excluded Material.

13. INDEMNITY

13.1 Licensee shall on demand indemnify and keep indemnified FDB at all times from and against all costs, claims, actions, proceedings, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) sustained by FDB; (i) as a result of any claim or action for death and/or personal injury brought against FDB by any third party arising out of or in connection with the use of the Licensed Solutions by Licensee, or End Users; (ii) arising out of or in connection with the Licensee's misuse or unauthorized access to the Licensed Solution, including any breach of the Fair and Reasonable Usage requirements; or (iii) arising out or in connection with the Licensee's failure to incorporate into its System the complete and entire Databases or to implement updates provided by the Updating Service in accordance with Clause 5.1.8; or otherwise; (iv) arising out of or in connection with the Licensee's failure to procure a Licence for its use of the Excluded Material; or (v) arising from any breach by Licensee of the terms of this Agreement or failure to comply with all applicable laws, Cybersecurity Requirements, rules and regulations (each of (i)-(v) a "Claim").

13.2 Subject to the conditions set forth in this Clause 13.2, and Clauses 13.4 to 13.6, FDB shall indemnify Licensee against only direct monetary damages of third parties, arising out of or relating to the infringement of a third party's proprietary rights in the Territory only by reason of authorised use of the Licensed Solution in accordance with the terms hereof. This indemnification is explicitly restricted to damages awarded in a final judgement or settlement and applies only to infringements occurred in the Territory only. Under any circumstances, FDB's overall indemnification liability shall not exceed the aggregate fees paid by the Licensee to FDB under this Agreement within the twelve month period immediately preceding such damages. FDB's indemnification obligations under this Clause 13 shall not apply and FDB assumes no liability or obligation under this Agreement for losses arising from (i) the combination or use of any of the Licensed Solution or any portion thereof with products not supplied to Licensee by FDB; (ii) any customisations or modifications of the Licensed

Solution or any portion thereof by Licensee, End Users or any third party; and (iii) any matters covered by Licensee's indemnification obligations set forth under this Agreement.

13.3 "Indemnified Party" means a Party that is entitled to be indemnified by the other Party under this Clause 13. "Indemnifying Party" means the Party that is obligated to provide indemnity to the other Party under this Clause 13.

13.4 The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defence and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party.

13.5 The Indemnified Party shall:

13.5.1 promptly notify the Indemnifying Party of any such Claim of which it becomes aware;

13.5.2 at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defence or settlement of any such claim; and

13.5.3 at the Indemnified Party's expense, be entitled to participate in the defence of any such claim.

13.6 Failure of the Indemnified Party to promptly notify the Indemnifying Party of any claim for which the Indemnified Party is entitled to indemnification hereunder, shall relieve the Indemnifying Party of its obligations hereunder only to the extent that the Indemnifying Party is actually prejudiced by such failure to promptly notify.

14. WARRANTIES AND DISCLAIMERS OF LIABILITY

14.1 FDB warrants and represents to Licensee that:

14.1.1 FDB has vested in or granted to it all the Intellectual Property Rights and authority required to grant the licence granted to Licensee under this Agreement;

14.1.2 the exercise by Licensee of the rights licensed to it under this Agreement will not infringe the Intellectual Property Rights of any person;

14.1.3 the Intellectual Property Rights licensed under this Agreement comprise all the rights necessary for Licensee to access, operate, copy, modify, adapt and translate, market and supply the Licensed Solutions in accordance with this Agreement; and

14.1.4 that the Licensed Solutions have been and will be compiled, developed, maintained and updated using all reasonable skill and care.

14.2 THE ABOVE WARRANTIES ARE FDB'S ONLY WARRANTIES AND NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WILL APPLY. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, FDB DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FDB DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOLUTIONS WILL MEET LICENSEE'S OR IT'S END USER'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED SOLUTIONS WILL BE UNINTERRUPTED OR ERROR FREE. FDB DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOLUTIONS ARE FREE OF VIRUSES, WORMS OR OTHER CODE THAT MAY

MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. FDB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS FROM THE USE OF, OR OTHERWISE RESPECTING THE LICENSED SOLUTIONS.

14.3 FDB gives no warranty, representation or undertaking, whether express or implied, that:

14.3.1 the Licensed Solution will achieve any specific level of availability, uptime or performance, whether described in Service Level Agreement or otherwise, other than as expressly provided in such Schedule;

14.3.2 access to, or operation of, the Licensed Solution will be free from delays, failures, errors, loss of data or other issues arising from the public internet, any third-party network, or any third-party hosting provider, in each case to the extent beyond FDB's reasonable control; or

14.4 the Licensed Solution will be immune from interruptions caused by Scheduled Maintenance, Emergency Maintenance, or other planned or unplanned outages, provided that such interruptions are in accordance with this Agreement. Without prejudice to the generality of the provisions of Clause 14.1.4, Licensee acknowledges that the Licensed Solutions are compiled by FDB based upon information provided by third party sources and FDB does not conduct independent verification of such source material as a matter of course, FDB gives no warranty as to the accuracy or completeness of the data. Accordingly, FDB shall not be responsible for any use made by Licensee or its End Users of the Licensed Solutions. End Users who are registered medical practitioners, or others legally authorised to prescribe or dispense drugs or other pharmaceutical products shall be fully responsible and liable for any use which they make of the Licensed Solutions as incorporated in the System in prescribing or dispensing substances to be taken by patients or otherwise used as part of their therapeutic treatment and care.

14.5 The Licensee is responsible for ensuring that its System meets all relevant technical specifications necessary to use the Licensed Solutions. The Licensee also acknowledges that although FDB tries to guard against viruses, FDB cannot and does not guarantee or warrant that the Licensed Solutions will be free from infections, viruses and/or other code that has contaminating or destructive properties. The Licensee agrees that it is solely responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy the Licensee's particular requirements for the accuracy of data input and output.

14.6 With respect to web-based Licensed Solutions, FDB will use reasonable endeavours to ensure that access is Available in accordance with the Service Levels.. However, FDB cannot guarantee that access will not be suspended from time to time including to allow for repairs, maintenance or the introduction of new content or functionality and downtime, suspension or reduced performance in accordance with this Agreement shall not constitute a breach. Licensee acknowledges that both scheduled and unscheduled downtime will occur from time to time during the term of this Agreement and that neither shall constitute a breach of the Agreement. Licensee further acknowledges that FDB makes no representation or warranty with respect to the availability or operability of the internet.

15. LIMITATION OF LIABILITY

15.1 Nothing in this Agreement shall exclude or restrict the liability of either Party:

15.1.1 for death or personal injury caused by the negligence of that party's employees in connection with the performance of their duties hereunder;

15.1.2 for fraud or fraudulent misrepresentation; or

15.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.

15.2 SUBJECT TO CLAUSE 15.1 AND 13.2, USE OF THE LICENSED SOLUTIONS IS AT THE SOLE RISK OF LICENSEE AND END USERS. UNDER NO CIRCUMSTANCES SHALL FDB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, USE OF OR INABILITY TO USE THE LICENSED SOLUTIONS OR RELIANCE ON THE LICENSED SOLUTIONS OR ANY RESULTS OBTAINED FROM USE OF THE LICENSED SOLUTIONS, INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE DUE TO INACCURACY, ERROR, OMISSION OR ANY OTHER CAUSE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, IMMEDIATE, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, REVENUE, ANTICIPATED SAVINGS, PROFITS, BUSINESS OPPORTUNITY OR GOODWILL. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF AN AUTHORIZED REPRESENTATIVE OF FDB OR ITS AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER SUCH LOSS IS CAUSED BY ANY ACT OR OMISSION OF FDB.

15.3 Subject to Clause 15.1, the stated express warranties are in lieu of any liability or obligation of FDB for damages, if any, arising out of the delivery, use or performance of the Licensed Solutions and/or out of the services to be performed under this Agreement.

15.4 Subject to Clause 15.1, FDB shall not be liable to Licensee for cumulative damages greater than one hundred percent (100%) of the licence fees having then actually been paid by Licensee to FDB under the terms of this Agreement in the twelve (12) month period preceding accrual of the Claim.

15.5 These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For purposes of this Clause 15 FDB includes its employees, sub-contractors and suppliers.

15.6 If the Licensed Solutions become, or in FDB's reasonable opinion be likely to become, the subject of a claim of infringement, FDB, may at its option and in addition to any other remedies available to it, without requiring the Licensee's permission:

15.6.1 obtain a licence at no cost to Licensee permitting their continued use of such Licensed Solution;

15.6.2 modify such Licensed Solutions (such modifications must maintain comparable functionality and performance) in a manner so that such Licensed Solutions is no longer infringing;

15.6.3 substitute another product of comparable functionality and performance that does not infringe any third party's proprietary rights in the Territory; or

15.6.4 terminate Licensee's licence to the Licensed Solutions upon written notice to Licensee, whereupon Licensee and End Users shall immediately terminate all further use of the affected Licensed Solution.

15.7 In the event of a termination pursuant to Clause 15.6.4, FDB shall have no liability to Licensee, End Users or any other third party concerning their use of the Licensed Solutions except to refund to Licensee a pro rata portion of the Fees actually paid to FDB and applicable to the remaining unexpired term of the Agreement.

16. TERMINATION

16.1 Either party shall be entitled forthwith to terminate this Agreement by written notice to the

other if:

16.1.1 that other party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) Calendar Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

16.1.2 an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of that other party;

16.1.3 that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

16.1.4 that other party goes into liquidation or bankruptcy (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

16.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or

16.1.6 that other party ceases, or threatens to cease, to carry on business.

16.2 FDB shall be entitled forthwith to terminate this Agreement by written notice to Licensee in the event of change of Control of Licensee. Termination for any reason shall be without prejudice to any rights or obligations of the parties which have accrued prior to termination.

16.3 Termination for any reason shall be without prejudice to any rights or obligations of the parties which have accrued prior to termination.

16.4 Upon termination of this Agreement for whatever reason, FDB shall immediately terminate all licenses granted to the Licensee under this Agreement and Licensee shall, and shall so cause its subsidiaries, agents and other related entities to cease marketing, distributing, sub-licensing or otherwise dealing with any of the Licensed Solutions (in whole or in part) and within thirty (30) Calendar Days after the date of termination of this Agreement Licensee shall immediately;

16.4.1 cease all use of the Licensed Solution;

16.4.2 pay to FDB any sums due to FDB under this Agreement;

16.4.3 destroy or return to FDB (at FDB's option) all copies of the data and information received under this Agreement then in its possession, custody or control and, in the case of destruction, certify to FDB that it has done so;

16.4.4 make its best endeavours to recover and destroy each and every copy of the Licensed Solutions or parts thereof held by it or supplied to End Users together with all documentation and material or property of FDB relevant to this Agreement (except as necessary to carry out the provisions of section 16.5. below); and

16.4.5 after the thirty (30) Calendar Days submit a report to FDB on the steps taken and the extent to which this obligation has been met unless FDB agrees otherwise in writing at the date of termination of this Agreement.

16.5 Licensee hereby agrees that upon termination of this Agreement FDB shall have the right on giving not less than seven (7) Business Days' written notice to Licensee to inspect at the offices of Licensee all the Systems where the Licensed Solutions has been installed, such inspection not to be undertaken earlier than thirty (30) Calendar Days after the date of termination.

16.6 Notwithstanding termination of this Agreement for any reason the copyright and confidentiality provisions associated herewith shall remain in force for the term of copyright as provided by the Copyright, Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997 or any statutory modification thereof, and the provision of

Clauses 9, 10, 14, 15, 19, 20, 21, and 23 shall survive.

17. ASSIGNMENT

17.1 Save as provided in Clause 17.2, a party may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without having obtained the prior written consent of the other party.

17.2 FDB shall be entitled to assign its rights under this Agreement:

17.2.1 to the purchaser of all or substantially all of its business; or

17.2.2 in connection with a corporate reorganization; or

17.2.3 to an Affiliate.

17.3 Any attempted assignment in violation of this Clause 17 will be void and without effect.

18. FORCE MAJEURE

18.1 In this Agreement, "Force Majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation fires, natural disasters, pandemics, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), 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.

18.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to Clause 18.4, have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

18.3 If either party is prevented from performance of its obligations for a continuous period in excess of six (6) months, either party may terminate this Agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that those rights and liabilities which accrued prior to such termination shall continue to subsist.

18.4 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure shall use reasonable endeavours without being obliged to incur any expenditure, to bring the Force Majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

19. THIRD PARTY RIGHTS

Unless otherwise specifically stated herein this Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

20. AGENCY AND PARTNERSHIP

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as an agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or

warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. DISPUTE RESOLUTION

21.1 In the event that a dispute arises under this Agreement, the parties agree to escalate the issue as follows:

21.1.1 in the first instance to the individuals in each organisation who have day-to-day operational responsibility for this Agreement;

21.1.2 if these individuals are not able to resolve any issue within five (5) Business Days, the issue will be escalated to a director of each organisation; and

21.1.3 if these individuals are not able to resolve the dispute within five (5) Business Days, the issue will be escalated to the chairman, managing director or CEO of each organisation for resolution.

21.2 If any dispute is not resolved in accordance with the escalation procedure set out in Clause 21.1, the dispute may be referred by either party for mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure.

21.3 To initiate mediation either party shall give a written notice ("**Mediation Notice**") to the other party requesting a mediation of the dispute and shall send a copy of the Mediation Notice to CEDR to nominate a mediator in the event the parties are unable to agree such appointment by negotiation; and the mediation shall commence within twenty-eight (28) days of the Mediation Notice being served.

21.4 If the parties accept the mediator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be in writing and, once it is signed by their duly authorised representatives, will be final and binding on the parties.

21.5 Failing agreement, any of the parties may invite the mediator to provide a non-binding opinion in writing as to the merits of the dispute and the rights and obligations of the parties. Such opinion will be provided on a without prejudice basis and will be private and confidential to the parties and may not be used in evidence in any proceedings commenced pursuant to the terms of the Agreement without the prior written consent of all the parties.

21.6 If the parties fail to reach agreement in the structured negotiations within thirty (30) Calendar Days of the mediator being appointed, such a failure will be without prejudice to the right of any party thereafter to pursue any of their rights at law in relation to the dispute.

21.7 Nothing in this Clause 21 shall restrict either party's freedom to commence legal proceedings at any time to preserve any legal right or remedy or to prevent the misuse of any of its Confidential Information or the infringement of its intellectual property rights.

22. ANTI BRIBERY AND CORRUPTION, MODERN SLAVERY ACT

22.1 Each party warrants that it has not (and will not), directly or indirectly:

22.1.1 given, promised, offered or authorised; or

22.1.2 accepted, requested, received or agreed to receive,

any payment, gift, reward, rebate, contribution, commission, incentive, inducement or advantage to or from any person, in contravention of the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 or the anti-bribery and corruption laws of any jurisdiction to which the party is subject and, in each case, any related rules, regulations and guidance (collectively, the "Anti-Bribery and Corruption Laws").

22.2 Each party warrants that it has instituted, maintained and monitored policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Anti-Bribery and Corruption Laws.

23. GENERAL

23.1 Failure or neglect by the parties to this Agreement to enforce any of the provisions hereof shall not be deemed to be a waiver of the rights of either party hereunder nor shall in any way affect the validity of the whole or any part of this Agreement.

23.2 Any notice hereunder may be given by sending the same through the post by prepaid registered or recorded delivery mail addressed to the party concerned at its address mentioned above (or at such other address as may be notified by one party to the other as the address for service of notice pursuant to this Clause) or if applicable at the Registered Office for the time being and any notice so given shall be deemed to have been served on the second day after the date on which it was posted. Any party hereto may change its address or specify in writing a different mailing or email address for such purpose by notice to the other party. In case any change of address is not notified to the other party properly, the notifications conveyed to the most currently stated address shall be deemed to have been duly made to the respective party.

23.3 This Agreement supersedes all prior agreements, arrangements, discussions, negotiations and undertakings, whether oral or written, between the parties relating to the subject matter of this Agreement and constitutes the entire agreement between the parties. No subsequent statements or representations made by either party after the date hereof shall be construed so as to waive the effect of this clause unless the same are expressly incorporated into this Agreement in writing and signed by both parties.

23.4 Any variation of this Agreement shall be in writing and signed for and on behalf of each of the parties hereto.

23.5 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any right or of any later breach.

23.6 If any provision of this Agreement is judged to be illegal or unenforceable the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

23.7 This Agreement shall be governed in all respects by and in accordance with the laws of England and the parties hereto hereby agree to submit to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement.

23.8 If there is any conflict or inconsistency between the main body of this Agreement and the Schedules, the terms of the main body of this Agreement shall prevail.

24. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their respective duly authorised officers. This Agreement is made as of the date of the last signature affixed hereto.

For and on behalf of:	For and on behalf of:
First Databank UK Ltd	**TBC**
Authorised Signatory _____	Authorised Signatory _____
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE ONE

Terms Schedule

1. Licensee

TBC

2. Licensed Solutions

Licensee is permitted to use the following:

Multilex Cloud

3. Territory

United Kingdom

Where the Territory is outside of Great Britain the Licensee acknowledges that it is satisfied that it is appropriate to use the Licensed Solution in the Territory.

4. Commencement Date

The Commencement Date shall be TBC.

5. Term

This Agreement shall commence on the Commencement Date and shall continue in force until TBC unless otherwise terminated in accordance with Clause 16.

Year	Period
Year One	TBC
Year Two	TBC
Year Three	TBC

The Fees stated in this Agreement apply only for the duration of the Term and for use in the Territory in accordance with the Declaration of Use. FDB reserves the right to renegotiate such Fees as a condition of any renewal or extension of Territory or Use.

6. Linking to Non-FDB Databases

Licensee acknowledges and understands that any and all work associated with the linking of any non-FDB formulary product identifiers to the FDB product identifiers is specifically excluded from this Agreement. If an exercise to establish a link between any non-FDB product identifiers and the product identifiers is undertaken by Licensee then FDB reserves the right to review and comment on the quality of these links, if such work is undertaken then FDB will charge Licensee for the work at a price to be agreed between the parties.

7. Declaration of Use

Usage by Licensee is restricted to Licensee's System described as follows:

Licensee shall use the Licensed Solutions, as delivered via the Cloud Environment, as a source of drug product information exclusively to support the operation of Licensee's System known as _____ for _____ in a _____ environment.

8. Annual Licence Fees

The Annual Licence Fees will be payable by Licensee to FDB in full annually in advance. Licensee shall pay the Annual Licence Fee in accordance with the following formulae:

[TBC]

The Annual Licence Fee is based on a maximum of __ [End Users/End User Sites/Number of Beds]

9. Updating Service

FDB shall be responsible for provisioning access to the Licensed Solution via the Cloud Environment within two weeks of both parties signing this Licence Agreement, subject to Licensee paying the Annual Licence Fee. Monthly updates to the Licensed Solution will be implemented by FDB within the Cloud Environment and made available to the Licensee without any requirement for the Licensee to install or apply such updates locally.

10. Contact Points

Commercial Representative for Licensee: TBC

Technical Representative for Licensee: TBC

Commercial Representative for FDB: David Howard

Technical Representative for FDB: Matthew Baber

11. Significant System Upgrade

In the event of Licensee wishing to develop and release a Significant System Upgrade involving the use of the Licensed Solutions and such Upgrade requiring FDB to undertake work specifically to facilitate its release FDB will supply Licensee with a quotation for the cost of such work, including the expense of travelling to and attending meetings to discuss the requirements of Licensee. Such quotation must be agreed between FDB and Licensee prior to the commencement of the relevant work.

12. Audit

Following the completion of each financial statements year-end audit by the Auditors of Licensee during the Term of this Agreement Licensee will arrange for its Auditors to issue to FDB a certificate as to the number of [End Users/End User Sites/Number of Patient Beds having access to] the Licensee's System incorporating the Licensed Solutions or parts thereof and such certificate shall be supplied to FDB not later than thirty days after the completion of such audit.

For as long as this Agreement is in effect and for a one (1) year period thereafter (a) Licensee shall maintain complete and accurate records with respect to the use of the Licensed Solutions by End Users, and (b) FDB may monitor usage through automated means in the Cloud Environment and may request supporting records from Licensee. to confirm that the fee paid to FDB is correct and that Licensee has complied with all the terms of this Agreement. Where any under-reported usage is identified, Licensee will pay the shortfall together with interest in accordance with Clause 4.7.

In the event of the procedures identifying any [*End Users/End User Sites/Number of Patient Beds*] not previously reported to FDB or accurately reported, Licensee will be liable to pay all and any fees that would have been payable but for such omissions or inaccuracies together with interest thereon at the rate of 4% per annum above Lloyds Bank Plc base rate for the time being (compounded with interest on monthly rests) and all such fees from the date they properly fall due to the date of payment.

13. Travel outside of the United Kingdom

Where FDB is requested by Licensee to travel outside of the United Kingdom to be involved

in meetings with or on behalf of Licensee then Licensee shall pay FDB for all actual travel and incidental expenses incurred and for FDB's time at FDB's then current rate card.

SCHEDULE TWO

Specification

This Agreement allows the Licensee to use the Licensed Solutions as specified below. The technical detail and specifics of each Licensed Solution is provided in the specification document that is referenced against the Licensed Solution.

During the Term of this Agreement, Licensee will receive the Licensed Solution as described as follows:

Licensed Solution Supplied	Specification Reference
Multilex Cloud API	-

Excluded Material

FDB is authorised to include the following third party terminologies, codes and/or links to third party codes within the Licensed Solution but is not authorised by the relevant copyright owners to sub-licence such terminologies and/or codes. Licensee is responsible for ensuring that it has the necessary licensing arrangements in place to either use or distribute the following terminologies, codes and/or links to codes:

- Pharmaceutical Interface Product (PIP) codes
- European Article Number (EAN) codes
- dictionary of medicines and devices (dm+d)
- Systematized Nomenclature of Medicine - Clinical Terms (SNoMed CT) codes
- Irish Pharmaceutical Union (IPU)

SCHEDULE THREE

Service Level Agreement

1. GENERAL SUPPORT INFORMATION

1.1. FDB shall provide the Licensee with support in relation to the performance, access, security and other operational aspects of the Licensed Solution in accordance with this Schedule.

1.2. FDB's customer service department will be available during the Contracted Support Hours, being 9.00am to 5.30pm (GMT) Monday to Friday, excluding public holidays in England.

1.3. Any queries forwarded by Licensee's nominated individual(s) (the "Designated Contact(s)") to FDB will receive a response from FDB's customer service department during the Contracted Support Hours. The Licensee's Designated Contact(s) are:

TBC

1.4. On receipt of the query from the Licensee, FDB will acknowledge via email to the Licensee the receipt of the query.

1.5. All queries received by FDB's customer service department will be logged and assigned with a unique reference number.

1.6. FDB shall ensure that a log is maintained in respect to each query raised by the Licensee.

1.7. Whenever so requested by Licensee, acting reasonably at all times, and during Contracted Support Hours, FDB shall provide an update report from the log with respect to any Licensee related queries.

1.8. Queries will not be accepted from Authorised Users directly. Only queries from Licensee's Designated Contact will receive a response.

2. TELEPHONE SUPPORT

2.1. FDB will request written confirmation of the following details of the call:

- Name of Licensee's Contact.
- Telephone number of Licensee's Contact.
- e-mail address of Licensee's Contact.
- Date and time call was originally raised.
- System name and version number.
- Database Build Version.
- Multilex Cloud API version currently in use.
- Live or development system.
- Identifiers.
- Problem details (e.g. actual results, expected results, problem description).
- Any unique Licensee reference number.

3. SERVICE CALLS, CALLS LOGGING AND OUT OF HOURS ARRANGEMENTS.

3.1. Any calls placed by Licensee to FDB will be dealt with by FDB's customer service department.

3.2. Any calls placed by Licensee outside of Contracted Support Hours shall be automatically date / time logged by FDB at the time received.

3.3. Any calls placed by Licensee outside of Contracted Support Hours shall be actioned from the start of the next Contracted Support Hours.

3.4. FDB may be contacted via the following contact points:
3.4.1. Telephone: 01392 440 111
3.4.2. E-mail: CustomerServices@FDBHealth.com

4. INCIDENT MANAGEMENT

4.1. All incidents or support queries ("**Cases**") will be assigned a Priority Level in consultation with the Licensee's Designated Contact. Target response times are set out in the table below, measured from the time a complete Case report is received by FDB.

Priority Level	Response Time	Resolution Time	Examples
1	1 hour	As agreed	Unavailability of the system, or a major function of the system, causing significant business impact; major clinical decision support functions unavailable; critical patient-safety issue (e.g. incorrect interaction alert being triggered across all users).
2	2 hours	As agreed	Unavailability of the system, or a major function of the system, causing limited business impact.
3	4 hours	As agreed	Service operational but some functionality affected (e.g. delayed updates to drug database, certain APIs returning incomplete results); stable workaround available.
4	8 hours	As agreed	Requests for minor configuration changes, corrections to non-critical data items, or addition of non-urgent new drug codes.
5	8 hours	As agreed	Non-urgent issues causing minimal inconvenience (e.g. clarification on API usage, guidance on integration approach, or general information requests).

4.2. Immediate resolution of Cases is always desirable, but not always possible. FDB Support shall use diligent efforts to evaluate and appropriately assign Cases according to priority level upon initial submission. FDB Support will regularly apprise Designated Contact of the Case status and estimated resolution time, when possible. FDB Support will notify Designated Contact upon Case resolution, obtain confirmation from Designated Contact that the Case has been satisfactorily resolved, and that the Case can be closed. Designated Contact will not unreasonably withhold its confirmation that a Case has been resolved.

4.3. Suspected security incidents or issues must be flagged as such by the Licensee when raising the case. FDB shall prioritise triage and may apply temporary mitigations, including suspension, where necessary to protect the Cloud Environment.

4.4. Where appropriate, the Licensee shall facilitate secure remote access (e.g. screen-share or provision of scrubbed logs) to assist investigation. Any such access shall be time-limited and subject to FDB's information security requirements.

4.5. The response time targets set out in this Schedule shall apply only to Cases raised with FDB

by the Licensee's Designated Contact(s) in accordance with Clause 1.3. FDB shall have no liability for any failure to meet such targets where the relevant Case was not submitted via the Designated Contact(s) or did not contain the minimum information reasonably required to enable FDB to triage the Case.

5. SERVICE AVAILABILITY

5.1. FDB shall use reasonable endeavours to ensure that the Licensed Solution is Available not less than 99.9% of the time in each calendar month, measured across all API endpoints provided under this Agreement and calculated over 24 hours a day, 7 days a week.

5.2. Availability shall be measured from the point that a period of unavailability commences until the Licensed Solution is restored to operational status, and shall exclude all Excluded Downtime.

5.3. For the purposes of calculating Availability under this Schedule, "Excluded Downtime" means any period during which the Licensed Solution is wholly or partially unavailable, degraded, or performing below the applicable service levels, to the extent that such condition is caused by, or attributable to, one or more of the following:

5.3.1. Scheduled Maintenance undertaken by FDB, provided that the Licensee has been given not less than forty-eight (48) hours' prior written notice;

5.3.2. Emergency Maintenance undertaken by FDB to address urgent security vulnerabilities, material defects, or to prevent material service degradation, provided that notice is given as soon as reasonably practicable;

5.3.3. any outage, degradation, or failure of the public internet, any third-party telecommunications network, or any third-party hosting provider's infrastructure or services, in each case to the extent outside FDB's reasonable control;

5.3.4. the Licensee's failure to comply with Clause 5.11 or any other material obligation under this Agreement;

5.3.5. any fault, defect, incompatibility or deficiency in the Licensee's Equipment, systems, software, data, or telecommunications links;

5.3.6. any fault, defect, incompatibility, deficiency, error, misconfiguration or disagreement as to the operation, configuration or output of the Licensee's Equipment, systems, software, data or telecommunications links, including any incompatibility between the Licensed Solution and any system, software, or data not supplied or approved in writing by FDB;

5.3.7. misuse or unauthorised use of the Licensed Solution by the Licensee or its End Users;

5.3.8. suspension of the Licensed Solution in accordance with this Agreement, including for enforcement of the Fair and Reasonable Usage provisions or for non-payment of any Fees or other charges; or

5.3.9. any event of Force Majeure under Clause 18 of the Agreement.

5.4. The uptime commitment in Clause 5.1 is a target only and shall not give rise to any service credits, refunds or other remedies, unless expressly agreed in writing.

6. MAINTENANCE

6.1. FDB may carry out Scheduled Maintenance on at least two (2) Business Days' prior notice, normally outside Business Hours, and for no more than four (4) hours in aggregate per calendar month. Scheduled Maintenance shall be treated as Excluded Downtime.

6.2. FDB may perform Emergency Maintenance without notice where necessary to address

urgent security or operational issues, to maintain system integrity, or to prevent service degradation. Where reasonably practicable, FDB shall provide prior notice of such work.

6.3. FDB shall use reasonable endeavours to perform maintenance outside Business Hours to minimise disruption to the Licensee's operations, but the Licensee acknowledges that 24/7 service continuity cannot be guaranteed.

7. DATABASE UPDATING SERVICE

7.1. FDB shall be responsible for providing an Updating Service to the Database within the Cloud Environment at monthly intervals (subject to there being no delay due to matters beyond the control of FDB in obtaining relevant information on time).

7.2. The Licensee shall ensure that its Equipment and System integrations remain compatible with, and can properly access and use, the Licensed Solution as updated via the Updating Service by FDB and shall promptly notify FDB of any issues experienced following the application of a monthly update.

8. ESCALATION PATH

8.1. LICENSEE TO FDB

8.1.1. Licensee shall be entitled to escalate issues to members of FDB's senior management. Contact details are provided in the following table:

Name	Title	Telephone Number	e-mail address
Simon Radcliffe	Head of Commercial Management	07969 292549	Simon.Radcliffe@FDBHealth.com
Darren Nichols	Managing Director	01392 440126	Darren.Nichols@FDBHealth.com

8.1.2. Licensee will escalate to members of FDB's senior management in the order shown above until such time as Licensee, acting reasonably, deems it necessary to escalate to the next level.

8.2. FDB TO LICENSEE

8.2.1. FDB shall be entitled to escalate issues to members of Licensee's senior management. Contact details are provided in the following table:

Name	Title	Telephone Number	e-mail address
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA

8.2.2. FDB will escalate to members of Licensee's senior management in the order shown above until such time as FDB, acting reasonably, deems it necessary to escalate to the next level.