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 principal address is at **TBC** ("**Licensee**")

WHEREAS:

1. FDB owns or is a licensee, and licenses or sub-licenses the medical and therapeutic management online software applications known as "CoordinateRx" ("**Platform**"), accessible via cloud-based hosting services ("**Hosting Services**") provided by FDB (the Platform together with the Hosting Service are collectively referred to as "**Licensed Solutions**" and are enumerated at Schedule One).

2. Licensee desires to obtain, for itself and for use by its End Users, the use of parts or all of one or more Licensed Solutions.

3. Subject to the terms and conditions of this Agreement, FDB is willing to provide the Licensed Solutions as a service and grant to Licensee a non-exclusive, non-transferable and non-assignable licence to use the Licensed Solutions described in Schedule One.

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;
"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;
"Commencement Date"	shall mean the date set out in Schedule One;
"Confidential Information"	shall mean: (a) information - technical, commercial, financial 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, product offerings, planned offerings, 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;
"Data Protection Legislation"	means all applicable laws and regulations relating to the processing, protection, and privacy of personal data, including where applicable the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any laws or regulations implementing or supplementing the foregoing, as amended or replaced from time to time;
"Dispute Resolution Procedure"	shall mean the procedures laid down in Clause 19 for the resolution of disputes;
"End User"	shall mean any employee of the Licensee or any general practitioner within Licensee's territory using the Licensed Solutions;
"End User Site"	shall mean any single geographical location, site or premises at which End Users have access to the System incorporating the Licensed Solutions;
"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);

"Fee(s)"	shall mean the licence fee payable by the Licensee to FDB under clause 4 and as described in Schedule One.
"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 whether existing now or in the future;
"Personal Data"	shall have the meaning given in the Data Protection Act 2018;
"Services"	shall mean the support services and such other professional services as may be provided by FDB to Licensee under this Agreement,
"Term"	shall have the meaning given in Schedule One;
"Territory"	shall mean the territory set out in Schedule One;

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. 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 in force as at the date of this Agreement.

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

1.9. 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.

1.10. 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.

1.11. 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. LICENCE

2.1. In consideration of the Fee paid by the Licensee to FDB, receipt of which FDB hereby acknowledges, FDB grants to the Licensee a non-exclusive, non-transferable and non-assignable licence to use the Licensed Solutions in the Territory and during the Term solely for the purpose of exercising its rights and performing its obligations under this Agreement.

2.2. In relation to scope of use:

2.2.1. for the purposes of clause 2.1, use of the Licensed Solutions shall be restricted for the purpose of processing the Licensee's data for the normal internal business purposes of the Licensee (which shall not include allowing the use of the Licensed Solutions by, or for the benefit of, any person other than the End Users).

2.2.2. the Licensee may not use the Licensed Solutions other than as specified in clauses 2.1 and 2.2.1 without the prior written consent of FDB, and the Licensee acknowledges that additional fees may be payable on any change of use approved by FDB.

2.2.3. except as expressly stated in this clause **Error! Reference source not found.**, the Licensee has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Licensed Solutions in whole or in part.

2.3. The Licensee may not use any such information provided by FDB or obtained by the Licensee during any such reduction permitted under clause **Error! Reference source not found.** to create any software whose expression is substantially similar to that of the Licensed Solutions nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.4. The Licensee shall not:

2.4.1. sub-license this licence in whole or in part;

2.4.2. allow the Licensed Solutions to become the subject of any charge, lien or encumbrance; and

2.4.3. deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of FDB, such consent not to be unreasonably withheld or delayed.

2.5. FDB may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Licensee.

2.6. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

2.7. The Licensee shall:

2.7.1. ensure that the number of persons using the Licensed Solutions does not exceed the maximum number agreed between the parties;

2.7.2. notify FDB as soon as it becomes aware of any unauthorised use of the Licensed Solutions by any person;

2.7.3. pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which FDB would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.

2.8. The Licensee acknowledges that Licensed Solutions may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. FDB makes no representation, warranty or commitment and shall have no liability or obligation whatsoever

in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Licensee, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Licensee and the relevant third party, and not FDB. FDB recommends that the Licensee refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. FDB does not endorse or approve any third-party website nor the content of any of the third-party websites made available via the Licensed Solutions.

3. TERM

3.1. This Agreement shall commence upon the Commencement Date and shall subject as hereinafter provided continue for the Term, unless otherwise terminated earlier in accordance with Clause 14.

4. FEES AND CHARGES

4.1. In consideration of the grant of the licence as described in Clause 2.1, 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. Licensee shall make payment on valid and validly presented invoices for the Fees and other charges within twenty one (21) 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.

4.3. All payments shall be made in pounds sterling. 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.

4.4. 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, 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.

4.5. 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:

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

4.5.2. the Licensee shall immediately, and in any case within 7 days of receipt of the invoice, inform FDB that it disputes all or any part of the Fees and its reasons;

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

4.5.4. the parties shall use all reasonable endeavours to resolve the dispute in question within ten (10) 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 provision of any services to the Licensee until the dispute is resolved; and

4.5.5. 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 4.4.

4.6. 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 to FDB any VAT properly chargeable on any supply made to it under this Agreement provided that it shall first have received from FDB a valid tax invoice in respect of that supply.

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

5.1.3. comply with all the terms of this Agreement;

5.1.4. 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;

5.1.5. 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;

5.1.6. ensure that all Licensed Solutions supplied to End Users are in compliance with all reasonable specifications and other reasonable 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

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

5.1.8. upon reasonable notice from FDB, give FDB or its authorised representative free access to its software, systems and data at any reasonable time during working hours to the premises of Licensee for the purpose of ensuring Licensee is observing these obligations; and

5.1.9. 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. The Licensee accepts responsibility for the selection of the Licensed Solutions to achieve its intended results and acknowledges that the Licensed Solutions have not been developed to meet the individual requirements of the Licensee.

5.3. Licensee shall not, and shall ensure that End User shall not, save where permitted by this Agreement:

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

5.3.2. 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;

5.3.3. copy, download, distribute, store, adapt, publish, transmit, transfer, reverse engineer, sub-license, de-compile, disassemble or otherwise use 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 itself or its End-Users;

5.3.4. 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; and

5.3.5. download the data from the Licensed Solutions for manipulation or storage or reformat, make any additions or modifications, adjustments or alterations to such data.

5.4. Copies of the Licensed Solutions supplied to End Users shall not without the consent and approval of FDB be modified or varied in any way from the initial copy or copies supplied by FDB.

5.5. 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 5.5.

5.6. 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.

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

5.8. Licensee agrees to communicate the disclaimer in this Clause 5.8 in accordance with one or more of the following procedures:

5.8.1. 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

5.8.2. 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

5.8.3. 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

5.8.4. 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

5.8.5. 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.

5.9. 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 5.8 above.

5.10. In the event of a breach of any obligations contained in this Agreement by Licensee or by an End User, Licensee may immediately suspend access to the Licensed Solutions until such breach has been remedied or FDB terminates this Agreement in accordance with its terms.

5.11. 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.

6. OBLIGATIONS OF FDB

6.1. FDB shall:

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

6.1.2. use its reasonable endeavours (subject to the limitations on its liabilities as provided hereinafter) to assist Licensee to resolve difficulties which are notified to FDB in connection with the use of the Licensed Solutions.

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

6.2.1. hardware, operating systems, backups or system administration;

6.2.2. integration support or maintenance of operating systems, third party software or data-feeds; or

6.2.3. access to the internet for purpose of connecting to the Hosting Service.

6.3. 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. In such a situation, FDB may also 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 6.3, and to the extent that the failure or interference arises as a result of the Excusing Cause.

6.4. FDB reserves the right:

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

6.4.2. to temporarily 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 and provide the Licensee with reasonable notice of any suspension);

6.4.3. 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 6.3;

6.4.4. to cease publication of the Licensed Solutions on reasonable notice, in which event it shall reimburse to Licensee that proportion of the 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. NON-SOLICITATION OF EMPLOYEES

7.1. 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.

7.2. If either party commits any breach of Clause 7.1 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).

8. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

8.1. 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.

8.2. Licensee shall take all reasonable 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.

8.3. 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.

8.4. As between the parties to this Agreement, FDB may take whatever legal action it deems necessary 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.

9. CONFIDENTIALITY

9.1. 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").

9.2. 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.

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

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

9.3.2. is or becomes publicly known through no wrongful act of the receiving party; or

9.3.3. is lawfully obtained by the receiving party from a third party who in making such

9.3.4. disclosures breaches no obligation of confidence to the other party; or

9.3.5. 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.

9.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 9.4.

9.5. Each party shall ensure that its employees, sub-contractors and agents 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 parties inform their Representatives and subcontractors of the confidential nature and confidentiality obligations of Confidential Information before disclosure.

9.6. At the request of the Disclosing Party, or upon termination of this Agreement for whatever reason, the Recipient shall either 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.

9.7. In the event of disclosure of Confidential Information to a third party the receiving party shall use all reasonable efforts to assist the disclosing party in recovering and preventing such a third party from using, disseminating, selling or otherwise disposing of such Confidential Information.

9.8. In event of breach of confidentiality obligations outlined in this Clause 9, 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.

10. DATA PROTECTION

10.1. The Licensee shall be the Data Controller, and FDB shall act as the Data Processor in relation to any data processed by FDB on behalf of the Licensee under this Agreement. For the purposes of this Clause 10, any terms not otherwise defined herein shall have the meanings ascribed to them under applicable Data Protection Legislation.

10.2. Each Party shall comply with all applicable Data Protection Legislation, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, and any other applicable laws or regulations, or codes of practice relevant to the use of Personal Data.

10.3. The Personal Data to be processed relates to end users of the Licensed Solution and is limited to names, job titles, email addresses and telephone numbers. Such data shall be processed for the purposes of account set-up, user access management, support, reporting, and customer relationship management.

10.4. 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 performing its obligations. FDB will not process Personal Data for any other purpose unless required to do so by law.

10.5. FDB may engage sub-processors to assist in processing Personal Data, including but not limited to Zoho Corporation (cloud hosting) and Salesforce (CRM platform). FDB shall ensure that sub-processors are bound by contractual obligations to provide an equivalent level of data protection as required under this Agreement. Any proposed changes to sub-processors will be communicated to the Controller in advance, who will have a reasonable opportunity to object.

10.6. FDB shall not transfer Personal Data outside the United Kingdom or the EEA without the Controller's prior written consent, except where such transfer is made in compliance with the Data Protection Legislation and appropriate safeguards are in place.

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

10.8. In the event of a Personal Data Breach, FDB shall notify the Controller without undue delay, providing all necessary information for the Controller to comply with its obligations under the Data Protection Legislation.

10.9. Upon termination or expiry of this Agreement, FDB shall either return or securely delete all Personal Data, as directed by the Controller, unless retention is required by law.

10.10. FDB will assist the Controller in fulfilling its obligations related to data subject requests, impact assessments, breach notifications, and compliance with Articles 32 to 36 of the UK GDPR.

11. INDEMNITY

11.1. Licensee shall on demand indemnify and keep indemnified FDB at all times from and against all costs, claims, 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 brought against FDB by any third party arising out of or in connection with the use of the Licensed Solutions by Licensee or its End Users, including without limitation, claims of patient harm; (ii) arising out of or in connection with the Licensee's misuse or unauthorised access to the Licensed Solution; (iii) arising out of or in connection with the Licensee's failure to procure

or comply with any required third party licence; (iv) arising from any claim that patient confidentiality has been infringed, including any claim alleging a violation of the Data Protection Legislation; and (iv) 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").

11.2. Subject to the conditions set forth in this Clause 11.2 and Clauses 11.4 to 11.6, FDB shall indemnify Licensee against 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 Solutions 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. 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 11 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 Solutions or any portion thereof with products not supplied to Licensee by FDB; (ii) any customisations or modifications of the Licensed Solutions 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 Clause 11 hereof.

11.3. "Indemnified Party" means a Party that is entitled to be indemnified by the other Party under this Clause 11. "Indemnifying Party" means the Party that is obligated to provide indemnity to the other Party under this Clause 11.

11.4. 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.

11.5. The Indemnified Party shall:

11.5.1. promptly notify the Indemnifying Party of any such claim of which it becomes aware;

11.5.2. 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

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

11.6. 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.

12. WARRANTIES AND DISCLAIMERS OF LIABILITY

12.1. FDB warrants and represents to Licensee that:

12.1.1. 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;

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

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

12.2. 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.

12.3. Without prejudice to the generality of the provisions of Clause 12.1.3, 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 Content. 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 in prescribing or dispensing substances to be taken by patients or otherwise used as part of their therapeutic treatment and care.

12.4. The Licensee 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.

12.5. With respect to web-based Licensed Solutions, FDB will endeavour to ensure that access is uninterrupted and that transmissions will be error-free. 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 facilities. 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.

13. LIMITATION OF LIABILITY

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

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

13.1.2. for fraud or fraudulent misrepresentation; or

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

13.2. SUBJECT TO CLAUSE 13.1 AND 11.2, USE OF THE LICENSED SOLUTIONS IS AT THE SOLE RISK OF LICENSEE AND ITS 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 AUTHORISED 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.

13.3. Subject to Clause 13.1 and 11.2, 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.

13.4. Except with respect to the indemnity provided by FDB in Clause 11.2 and subject to clause 13.1, the total liability of 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 preceding twelve (12) month period.

13.5. 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 13, FDB includes its employees, sub-contractors and suppliers.

13.6. If the Licensed Solutions becomes, 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:

13.6.1. obtain a licence at no cost to Licensee permitting its continued use of such Licensed Solutions;

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

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

13.6.4. 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 Solutions.

13.7. In the event of a termination pursuant to Clause 13.6.4, 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.

14. TERMINATION

14.1. Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

14.1.1. 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;

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

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

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

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

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

14.2. FDB shall be entitled forthwith to terminate this Agreement by written notice to Licensee in the event of change of control of Licensee. FDB shall also be entitled forthwith to terminate this Agreement by written notice to Licensee in the event that Licensee's agreement with Vendor terminates for any reason.

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

14.4. Upon termination of this Agreement for whatever reason, FDB shall:

14.4.1. terminate Licensee's access to the Licensed Solutions, 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)

14.4.2. cease all use of the Licensed Solution;

14.4.3. immediately pay to FDB sums due to FDB under this Agreement;

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

14.4.5. 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 Customers together with all documentation and material or property of FDB relevant to this Agreement; and

14.4.6. 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.

14.5. 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 8, 9, 12, 13, 17, 18, and 19 shall survive.

15. ASSIGNMENT

15.1. Save as provided in Clause 15.2, 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.

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

15.2.1. to the purchaser of all or substantially all of its business;

15.2.2. in connection with a corporate reorganisation; or

15.2.3. to an Affiliate.

15.3. Any attempted assignment in violation of this Clause 15 will be void and without effect.

16. FORCE MAJEURE

16.1. 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.

16.2. 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 16.4 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.

16.3. 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.

16.4. 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 hereby 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.

17. THIRD PARTY RIGHTS

17.1. 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.

18. AGENCY AND PARTNERSHIP

18.1. 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).

19. DISPUTE RESOLUTION

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

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

19.1.2. 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

19.1.3. 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.

19.2. If any dispute is not resolved in accordance with the escalation procedure set out in Clause 19.1, the dispute may be referred by either party for mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.

19.3. To initiate mediation:

19.3.1. 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

19.3.2. the mediation shall commence within twenty eight (28) days of the Mediation Notice being served.

19.4. 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.

19.5. 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.

19.6. 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.

19.7. Nothing in this Clause 19 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.

20. ANTI BRIBERY AND CORRUPTION, MODERN SLAVERY ACT

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

20.1.1. given, promised, offered or authorised; or

20.1.2. 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").

20.2. 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.

21. GENERAL

21.1. 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.

21.2. 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 or by email to the address set out in Schedule One and any notice so given shall be deemed to have been served on the second Business 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.

21.3. This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement on the basis of any statement or representation that is not expressly incorporated into this Agreement. 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.

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

21.5. 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.

21.6. 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.

21.7. 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.

21.8. 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.

22. FREEDOM TO CONTRACT

22.1. 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.

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

CoordinateRx

3. Territory

The Territory shall be **TBC**

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 14.

Year	Period
Year 1	TBC
Year 2	TBC
Year 3	TBC

6. Fees

The 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

7. Joint Marketing Initiatives

Licensee will provide assistance to FDB in the production of a marketing case study regarding the use of the Licensed Solutions. Licensee will provide information when required to facilitate production of this case study.

Licensee will allow FDB access to its facilities and healthcare systems incorporating the FDB solutions on dates mutually agreed for the purposes of demonstrating and promoting the use of FDB solutions to third party customers.

8. 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

Service Level Agreement

1. GENERAL SUPPORT INFORMATION

1.1. For specific FDB Licensed Solution queries, 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.

1.2. Any queries forwarded by Licensee's nominated individual to FDB will receive a response from FDB's customer service department during the Contracted Support Hours.

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

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

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

1.6. 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.

1.7. Queries will not be accepted from Authorised Users directly. Only queries from Licensee's nominated individual 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.
- GP Clinical system and version number.
- Date and time call was originally raised.
- System name and version number.
- 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: +44 (0)1392 440 111

3.4.2. E-mail: customerservices@fdbhealth.com

4. ESCALATION PATH

4.1. LICENSEE TO FDB

4.1.1. 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	Commercial Director	+44 7969 292549	Simon.radcliffe@fdbhealth.com
Darren Nichols	Managing Director	+44 1392 440126	Darren.nichols@fdbhealth.com

4.1.2. 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.

4.2. FDB TO LICENSEE

4.2.1. 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

4.2.2. 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.