

LUMEON Limited (Lumeon)
STANDARD TERMS AND CONDITIONS

1. Definitions

Capitalised terms, if not defined elsewhere in the Terms or other referenced documents and Schedules, shall have the meaning defined as follows.

“Agreement” means the agreement between Lumeon and Client for the provision of Product(s) and/or Services incorporating these terms and conditions, the Order Form, Statement of Work and other referenced documents referred to in those documents and any future agreed variations.

“Annual Fee” means the fee payable annually in advance for the Product(s) and/or Support Service and/or Pass-Through Services and any other recurring charges as set out in the Order Form.

“Authorised User(s)” means the Client and its employees, agents, consultants, contractors or sub-contractors, and third parties who are provided with a login to use the Platform (other than the personnel of Lumeon).

“CEDR and CEDR Solve” are trading name of the Centre for Effective Dispute Resolution company.

“CEDR Model Mediation Procedure” means the mediation procedure suggested by CEDR.

“Client” means the client set out in the Order Form and its Group.

“Client Data” means data that Lumeon is provided access to in connection with the Product(s) and/or Services (such as but not limited to data accessed through a Software-as-a-Service environment, data accessed through test, development and production environment), data belonging to the Client, including Personal Data and Client personalised configuration and administrative data.

“Client Support Handbook” means the document describing the available services offered by the different Service Levels.

“Confidential Information” means any information in any form or medium (whether oral, written, electronic or other) disclosed by either party to the other, which may include, but is not limited to information about technology, know-how, plans, strategies, Clients, pricing, Services, operations, Products, IPR, processes, dealings, trade secrets, or the business and affairs of either party, in each case whether or not marked, designated or otherwise identified as “confidential”.

“Data Controller” has the meaning set out in section 1(1) of the DPA.

“Data Processor” has the meaning set out in section 1(1) of the DPA.

“Disaster” means a Force Majeure event.

“Disaster Recovery Plan” means a plan which sets out the procedures to be adopted by Lumeon in the event that the Product(s) or any Client Data is damaged or becomes unavailable by reason of a Disaster (including the procedures to be taken by Lumeon in planning and providing for any such event).

“Dispute Resolution Procedure Policy” sets out the procedure the parties shall follow in the event of a dispute arising.

“Documentation” means the document(s) made available to the Client by Lumeon which sets out a description and the user instruction of the Product(s) and/or Services.

“DPA” means the Data Protection Act 1998.

“EEA” has the meaning ascribed to under the DPA.

“Effective Date” means the date set out in the Order Form upon which the Product(s) and/or Services begin, and which is the start of the Term.

“End User” a customer or potential customer of the Client.

“Essential Support” has the meaning as described in the Client Support Handbook.

“Executive(s)” means a person or group appointed and given the responsibility to manage the affairs of an organisation and the authority to make decisions within specified boundaries.

“Force Majeure” means any unforeseeable and/or exceptional situation or event beyond the reasonable control of a party, which prevents that party from performing its obligation(s) under the Agreement, for as long as such event was not due to error or negligent act(s) or omission(s) on the part of that Party and could not have been avoided by the exercise of due diligence.

“Group” any holding or subsidiary company of the Client (as defined in the Companies Act 2006).

“Incident” means any event that is not part of the standard operation of the solution that causes or may cause an interruption or a reduction in quality.

“Initial Term” means time period specified in the Order Form starting from the Effective Date, or if no such term is stated, then for three (3) years from the Effective Date.

“IPR (Intellectual Property Rights)” means all registered or unregistered trademarks, service marks, patents, designs, utility models, applications for any of the foregoing, copyrights, databases, rights to inventions, or other intellectual property rights subsisting anywhere in the world.

“Maintenance Window” means a time outside the Working Hours.

“One-time Charges” means the amount payable by the Client to Lumeon for Professional Services (if not Time and Materials charges) and any other singular payments as set out in the Order Form;

“Order Form” means the Lumeon order form which sets out and particularises the Lumeon Product(s) and/or Services which the Client has agreed to purchase from Lumeon.

“Pass-Through Services” means the services provided to the Client on a pass-through basis only as set out in the Order Form.

“Personal Data” has the meaning ascribed to it under the DPA.

“Platform” means the platform set out in the Order Form, managed by Lumeon and used by the Client.

“Product” means the Platform and all other software set out in the Order Form offered by Lumeon to the Client for purchase.

“Product Fault” means any Product unavailability or failure of Product to operate in all material respects (Severity 1 described in the Support Handbook) in accordance with the Agreement and its referred documents

“Professional Services” means development, configuration, consultancy, training, or other ad hoc services provided in accordance with the Order Form or an agreed SOW.

“Renewal Term” means the automatic renewal time period as set out in the Order Form starting from the end of the Initial Term and being subject to clause 17, or if no such term is stated, then for one (1) year starting from the end of the Initial Term and being subject to clause 17.

“Registered Technical Contact(s)” means those nominated Authorised Users, trained by Lumeon to provide front line support and entitled to raise requests for Support Service.

“SLA” means the Service Level Agreement set out in the Support Agreement.

“Senior/Executive Management Team” means a group of high level Executives of the Client that actively participate in the daily supervision, planning and administrative processes required by a business to help meet its objectives. For the avoidance of doubt, the senior/executive management team of the Client is appointed by the corporation’s board of directors and approved by stockholders.

“Services” means any or all of the Support Services, or Pass-Through Services or Professional Services.

“Service Level” has the meaning described in clause 1.1. of the SLA

“SOW (Statement of Work)” means a written description of the Technical Requirements needed and Professional Services to be performed by Lumeon for the Client agreed in writing by Lumeon and the Client.

“Subscription Fees” the subscription fees payable by the Client to Lumeon for the Subscriptions, as set out in the Order Form.

“Subscriptions” the subscriptions set out in the Order Form and purchased by the Client pursuant to clause 3 which entitle Authorised Users to access and use the Product(s) in accordance with this Agreement.

“Support Agreement” means the Support Service and the SLA;

“Support Hours” mean the hours set out in the Client Support Handbook for the Support Tier of support ordered by the Client.

“Support Services” means the support and maintenance of the Product(s) and/or Services.

“Support Portal” means the channel provided in clause 4.4. of the Support Service to enable Clients to raise Incidents via web based tool.

“**Term**” means the period commencing on the Effective Date for the Initial Term and shall automatically extend for any subsequent Renewal Terms, subject to clause 17.

“**Technical Requirements**” means the technical requirements that the Client is obliged to comply with to use the Product(s) and/or the Services as set out in the SOW.

“**Time and Material Charges**” means the amount payable by the Client to Lumeon for Professional Services as set out in the Order Form;

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

“**Working Day**” means a day (other than a Saturday or Sunday or a UK public bank holiday) on which banks are ordinarily open for business in the City of London.

“**Working Hours**” means 9.00-17.30 on a Working Day.

2. Scope

2.1 Subject to the terms and conditions of this Agreement Lumeon shall:

2.1.1 Provide the Client and its Authorised Users the right to use the Product(s) as set out in clause 3 and 4;

2.1.2 Provide the Client and its Authorised Users the right to permit End Users to use the Product(s) for transacting business with the Client as set out in this Agreement;

2.1.3 Provide Support Services in accordance with the Support Agreement; and

2.1.4 Perform the Professional Services in accordance with an agreed SOW or the Order Form.

3. Subscriptions

3.1 Subject to the Client purchasing the Subscriptions in accordance with clause 4.3 and clause 10, the restrictions set out in this clause 3 and the other terms and conditions of the Agreement, Lumeon hereby grants to the Client

3.1.1 a non-exclusive, non-transferable, revocable right to use the Product(s); and

3.1.2 a limited, non-exclusive, revocable right for Registered Technical Contacts to receive the Support Service,

during the Term solely for the Client's internal business operations. The right shall not be deemed to extend to any programs or materials of Lumeon other than as contained as part of the Product(s) unless specifically agreed to in writing by Lumeon.

3.2 In relation to the Subscriptions, the Client undertakes that:

3.2.1 the maximum number provided in the Order Form that it authorises to use the Product(s) and the Documentation shall not exceed the number of Subscriptions it has purchased from time to time, providing that the Client may add or remove Subscriptions in accordance with the procedure set out herein;

3.2.2 it will not provide or otherwise make available the Product(s) and/or the Services in whole or in part, in any form to any person other than the Authorised Users or End Users and hereby indemnifies Lumeon fully against all liabilities, costs and expenses, including legal expenses incurred as a result of any use by Authorised Users or End Users. For the avoidance of doubt, any additional use shall require an additional purchase of Subscriptions in accordance with the procedure set out herein and any change of use shall require a Change Request Form;

3.2.3 each Authorised User shall keep a secure password for his access and use of the Product(s), not share the password

and Documentation and that each Authorised User shall keep his password confidential;

3.2.4 it uses all reasonable endeavours to prevent any unauthorised access to, or use of, the Product(s) and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Lumeon.

3.2.5 it shall maintain a written, up to date list of current users and provide such list to Lumeon within 5 Business Days of Lumeon's written request at any time or times;

3.2.6 it shall provide attribution to Lumeon within any published works that are based on or mention the Product(s), or content generate through use of the Product(s), including but not limited to journal articles and web pages; and

3.2.7 it shall comply with all local, national or international laws, regulations, permits, licences, orders and other restrictions that are applicable to the use of the Product(s) and the Services supplied under this Agreement.

3.3 The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Product(s) that:

3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2 facilitates illegal activity;

3.3.3 depicts sexually explicit images;

3.3.4 promotes unlawful violence;

3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

3.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property;

and Lumeon reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

3.4 The Client shall not:

3.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.4.1.1 and except to the extent expressly permitted under this agreement, attempt to copy, duplicate, create links to, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Product(s) and/or Documentation (as applicable) in any form or media or by any means (for the avoidance of doubt the Client may copy Client Data stored as part of the Product(s) for backup and any other purposes for so long as it has permission to access and use the Product(s)); or

3.4.1.2 modify or make derivative works based upon the Product(s) and/or Documentation other than by way of creating appointments, letters, reports and other user outputs that use the content in the normal course of using the functionality of the Product(s) and/or Documentation; or

3.4.1.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product(s); or

3.4.2 access all or any part of the Product(s) and Documentation in order to build a product or service which competes with the Product(s) and/or the Documentation; or

3.4.3 vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Product(s) and/or Documentation; or

3.4.4 use the Product(s) and/or Documentation to provide the Product(s) and/or Documentation to third parties who are not Authorised Users; or

3.4.5 subject to clause 20.3, license, sell, re-sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Product(s) and/or Documentation available to any third or unauthorised party except the Authorised Users without prior written consent from Lumeon, or

3.4.6 attempt to obtain, or assist third parties, who are not Authorised Users, in obtaining, access to the Product(s) and/or Documentation, other than as provided under this clause 3, or

- 3.4.7 impersonate another User Subscription or provide false identity information to gain access to or to use the Product(s); or
- 3.4.8 access the Product(s) for purposes of monitoring its availability, performance or functionality, or to utilise the information provided by the Product(s) to create a service, including but not limited to analysis, meta-data extraction, retrieval and content categorisation service or for any other benchmarking or competitive purposes save as agreed between the Client and Lumeon in writing; or
- 3.4.9 use the Product(s) in any way that causes, or may cause, damage to the Product(s) or impairment of the availability or accessibility of the Product(s); and
- 3.5 The Client may, as part of the Authorised Users, permit third party sub-contractors including contracted medical practitioners to use the Product(s) in connection with the Client's business. The Client shall procure compliance by each such sub-contractor with the Standard Terms and Conditions of this Agreement as if they were party to the Agreement and indemnify Lumeon against any failure to do so.
- 3.6 The rights provided under this clause 3 are granted to the Client set out in the Order Form only, and shall not be considered granted to any other entities, subsidiaries or holding company of the Client.

4. Additional Subscriptions

- 4.1 Subject to clause 4.2 and clause 4.3, the Client may, from time to time during the Term, purchase additional Subscriptions in excess of the number set out in the Order Form and Lumeon shall grant access to the Product(s) and the Documentation to such additional Subscriptions in accordance with the provisions of this Agreement.
- 4.2 If the Client wishes to purchase additional Subscriptions, the Client shall notify Lumeon in writing. Lumeon shall evaluate such request for additional Subscriptions and respond to the Client with approval or rejection of the request (such approval not to be unreasonably withheld).
- 4.3 If Lumeon approves the Client's request to purchase additional Subscriptions, the Client shall, within 30 days of the date of Lumeon's invoice, pay to Lumeon the relevant Annual Fees for such additional Subscriptions as set out in the Order Form and, if such additional Subscriptions are purchased by the Client part way through the Initial Term or any Renewal Period (as applicable), such Annual Fees shall be pro-rated for the remainder of the Initial Term or then current Renewal Period (as applicable).

5. Lumeon's obligations

- 5.1 Lumeon shall, during the Term, provide the Product(s), Services and make available the Documentation to the Client on and subject to the terms of this Agreement.
- 5.2 Lumeon shall use commercially reasonable endeavours to make the Product(s) accessible 24 hours a day, seven days a week, except for:
 - 5.2.1 maintenance carried out during the Maintenance Window in accordance with clause 5 of the Support Agreement;
 - 5.2.2 unscheduled maintenance performed outside Working Hours, provided that Lumeon has used reasonable endeavours to give the Client at least six (6) Working Hours' notice in advance; and
 - 5.2.3 Planned Downtime as set out in clause 5 of the Support Agreement.
- 5.3 Lumeon undertakes that the Product(s) will be performed substantially in accordance with the description in the SOW and with reasonable skill and care.
- 5.4 The undertaking at clause 5.3 shall not apply to the extent of any non-conformance which is caused by use of the Product(s) contrary to Lumeon's instructions, or modification or alteration of the Product(s) by any party other than Lumeon or Lumeon's duly authorised contractors or agents. If the Product(s) do not conform with the foregoing undertaking, Lumeon will, at its expense, use all reasonable

commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution, in addition to Clause 2 of the Support Agreement SLA, constitutes the Client's sole and exclusive remedy for any breach of the undertaking set out in clause 5.3. Notwithstanding the foregoing, Lumeon:

- 5.4.1 does not warrant that the Client's use of the Product(s) will be uninterrupted or error-free; or that the Product(s), Documentation and/or the information obtained by the Client through the Product(s) will meet the Client's requirements;
- 5.4.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Product(s) and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- 5.4.3 is not responsible or liable for any Pass-Through Services including but not limited to any interruptions, Product Faults and delays a Pass-Through Service may cause.
- 5.5 Lumeon warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 5.6 Lumeon will, as part of the Product(s) and at no additional cost to the Client, provide the Client with Lumeon's Essential Support during Support Hours in accordance with Lumeon's Support Agreement in effect at the time that the Product(s) are provided. Lumeon may amend the Support Agreement in its sole and absolute discretion from time to time. The Client may purchase enhanced Support Services separately at Lumeon's then current rates.
- 5.7 Lumeon will make Upgrade Releases as set out in clause 6 of the Support Agreement.

6. Client Data

- 6.1 The Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data.
- 6.2 Lumeon shall ensure that the Client Data is encrypted at rest and in transit using current secure standard but no less than TLS1.1 standard.
- 6.3 Lumeon shall operate a security incident management process and promptly notify the Client of any actual or suspected unauthorised disclosure of Client Data.

7. Third party providers

The Client acknowledges that the Product(s) 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. Lumeon makes no representation 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 Client, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Client and the relevant third party, and not Lumeon. Lumeon recommends that the Client refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Lumeon does not endorse or approve any third-party website nor the content of any of the third-party website made available via Product(s).

8. Client's obligations

The Client shall:

- 8.1 provide Lumeon with:

- 8.1.1 all necessary co-operation in relation to this Agreement; and

- 8.1.2 all necessary access, rights and licenses as may be required by Lumeon;
in order to provide the Services, including but not limited to Client Data, security access information and configuration services;
- 8.2 use the Product(s) only for the Client's normal business purposes and only in the manner for which the Product(s) can be reasonably expected to be used. For the avoidance of doubt, the Client is exclusively and entirely responsible for the proper use of the Product(s), Documentation and the Services by its Authorised Users or End Users including but not limited to ensuring compliance with this Agreement, the Technical Requirements and any instructions provided by Lumeon for the use of the Product(s) and/or the Services and shall be exclusively and entirely responsible for the proper licensing or permission of any third party software or hardware it requires to use the Product(s) and/or Services, any Authorised User's, End Users and breach of this Agreement;
- 8.3 carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, Lumeon may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.4 be solely responsible for all information that the Client enters into the Product(s) and/or the Services and for checking the validity of the information extracted from the Product(s) and/or the Services.
- 8.5 be entirely responsible for any clinical or other advice (including any risk and consequences which may arise) provided by it to End Users or other third parties on the basis of information stored in or extracted from the Product(s) and/or the Services. The Client shall ensure that it makes such information available only with proper and appropriate warning and disclaimers that same do not constitute medical advice. Unless otherwise agreed in writing, Lumeon is not in any way responsible for the entering of information to, validation of, or extraction of information to or from the Product(s) and/or the Services or for any advice given based on this information. Lumeon does not warrant or purport to warrant that the Product(s) and/or Services are suitable for any specific clinical investigations, workflow and procedures or for any other purpose;
- 8.6 acknowledges and agrees, that Lumeon does not, nevertheless the information is available through the Product(s) and/or Services, recommend or endorse any specific tests, doctors, health care providers, procedures or information; and
- 8.7 where the Client requires any Pass-Through Services, accept the Support Service conditions as set out in the Support Agreement and are provided without liability or responsibility on the part of Lumeon.

The Client acknowledges, that the Agreement shall not prevent Lumeon from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or Product(s) which are similar to those provided under this agreement.

9. IPR, Trademarks, Service Marks, Copyright & Proprietary Rights

- 9.1 Lumeon confirms that it has all the rights in relation to the Product(s) and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 9.2 All title and copyrights in and to the Product(s) and Services and any accompanying printed materials are the exclusive property of Lumeon including any images and text incorporated into the Product(s) and/or Services and any subsequent upgrades, amendments, variations or improvements made to the Product(s) and/or the Services, whether requested by the Client or not excepting components supplied under licence to Lumeon by third parties which are the exclusive property of those third parties.

- 9.3 All IPR in the Product(s) and the Services shall, unless agreed with the Client otherwise, remain or become the sole and exclusive property of Lumeon, its assignors or licensors, regardless of whether the Product(s) or the Services (or any part thereof) have been developed solely by Lumeon or jointly with the Client. The Client shall neither derive nor assert any title or interest in the Product(s) or the Services, except to the extent of the rights granted under this Agreement.
- 9.4 Lumeon shall have a royalty-free, worldwide, irrevocable, perpetual licence to use and incorporate into the Product(s) and/or the Services any suggestions, enhancements, requests, recommendations or other feedback provided by the Client or its Authorised Users relating to the operation and development of the Product(s) and/or the Services. The Client shall sign all documents reasonably necessary or desirable to give effect to such assignment.
- 9.5 Subject to clause 9.4, nothing in this Agreement shall serve to transfer from the Client to Lumeon any IPR owned by the Client and all right, title and interest in and to the existing Client IPR, including Client Data, owned by the Client will remain exclusively with the Client.
- 9.6 This Agreement, if not stated otherwise in this Agreement, does not grant any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), service marks or any other rights or licences owned by either party in respect of the Product(s) or the Documentation.
- 9.7 The Client accepts that Lumeon may retain a copy of the metadata by the Product(s). By generating metadata through the Product(s), the Client grant Lumeon a non-exclusive perpetual, sub-licensable, royalty-free license to that metadata. Lumeon's use of this metadata is govern by the terms of the Privacy Policy.
- 9.8 In order to improve or enhance the Product(s), or to develop new services, Lumeon may use the content and data, that the Client provided through the Product(s) in accordance with the Privacy Policy. By using the Product(s), the Client agree, and agree to notify the Authorised Users and Client's End Users who use the Client's application and/or service, that Lumeon may access use, copy, distribute internally and extract, compile, synthesize, analyse and otherwise make derivative works of the Client's content and of the Authorised Users' and Client's End Users' content and data, with the exception of patient data, Immediately upon creation, Client expressly and irrevocably assigns to Lumeon all right, title and interest in and to all Intellectual Property in and to all improvements to the Product(s) that Client conceives.
- 9.9 The provisions of this clause 9 shall survive termination of this Agreement.

10. Fees, Payment Terms

- 10.1 The Annual Fees and One-time Charges payable by the Client shall be as set out on the Order Form.
- 10.2 The Annual Fees shall be due on the Effective Date and on the anniversary of that date each year. The Client accepts Lumeon's right to increase its Annual Fees once a year by a maximum amount of the applicable Consumer Price Index (CPI) in the respective year plus 3,5%.
- 10.3 One-time Charges will be invoiced on the date set out in the Order Form and/or SOW.
- 10.4 Time and Material Charges will be invoiced monthly in arrears based on timesheets.
- 10.5 All sums payable under this Agreement shall be exclusive of VAT which Lumeon shall add to its invoices at the appropriate rate.
- 10.6 Client shall pay invoices in the currency found on the invoice and within 30 days of the date of the invoice.
- 10.7 If payment is made by wire or other electronic funds transfer, Client is solely responsible for any bank or other fees charged and will reimburse Lumeon for any such fees.
- 10.8 Without prejudice to any other right or remedy that Lumeon may have if the Client fails to pay on the due date, Lumeon may charge interest (calculated on a daily basis) from the date such payment was due to the date of actual payment,

at a rate of five per cent (5 %) over the base lending rate of Barclays Bank plc from time to time, both before and after judgement.

- 10.9 If Client fails to make a payment due under the Agreement and fails to correct such non-payment within seven (7) days of written notice from Lumeon, Lumeon will have the right to restrict all or part of the Product(s) and/or Services in its function to a read-only mode/access without further notice.
- 10.10 If the Client continues to fail to make a payment and pursuant to clause 10.8. of this Agreement, Lumeon shall have the right to terminate the contract for breach of this Agreement in accordance with clause 17.2. of this Agreement.
- 10.11 Client shall (a) notify Lumeon of all invoice disputes within ten (10) Business Days of receiving the associated invoice; (b) dispute any invoice in good faith; and (c), if part only of an invoice is disputed, Client shall not delay payment of the undisputed part of the invoice by reason of the dispute.

11. Data Privacy and Data Security

11.1 Lumeon shall

Security Certifications & Requirements

- 11.1.1 maintain independently audited compliance with the ISO certification standard and on request provide a certificate of compliance to the Client;
- 11.1.2 ensure that commonly accepted industry security standards are met;
- 11.1.3 ensure that any data centre sub-contracted to hold the Client Data uses commonly accepted industry security standards and holds a documented and recognised ISMS framework;
- 11.1.4 ensure that any payment card processing Pass-Through Service has third party certification of its compliance with the PCI-DSS standard and check annually that such certification is maintained;

Data Backup and Disaster Recovery

- 11.1.5 take hourly database snap shots throughout Working Hours which will be kept in-situ. Lumeon shall in addition, at the end of each Working Day, take nightly offsite backups. In the event of a Disaster, any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for Lumeon to use reasonable commercial endeavours to install the Platform and restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Lumeon within 72 hours. For the avoidance of doubt, in an event of Disaster, Lumeon will re-install other Products connected to the Platform within reasonable time. Lumeon shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party (except those third parties sub-contracted by Lumeon to perform Pass-Through-Services related to Client Data maintenance and back-up).

DPA and Privacy Policy

- 11.1.6 in providing the Product(s), comply with the DPA and its Privacy Policy. Such Policy may be amended from time to time by Lumeon and in its sole discretion.
- 11.1.7 take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage
- 11.2 In addition to other obligations mentioned in this Agreement, the Client shall

DPA

- 11.2.1 comply with all applicable laws and regulations with respect to its activities under this Agreement including but not limited to its obligations as Data Controllers under the DPA and shall not infringe the IPR or other legal rights of any person;

- 11.2.2 obtain and maintain all legally required and necessary licences, consents, and permissions necessary before using Lumeon's Product(s) for Lumeon, its contractors and agents to perform their obligations under this agreement and the obligations as Data Processors under the DPA, including without limitation the Product(s) and the right to process Client Data, transfer and store Client Data outside the EEA;
- 11.2.3 not send Client Data via e-mail or Lumeon's Support Portal;

Privacy Policy

- 11.2.4 acknowledge and agree, and if necessary obtain consent, approval and authorisation, to Lumeon's Privacy Policy.

Technical Requirements

- 11.2.5 ensure that the Technical Requirements are met and its network and systems comply with the relevant specifications provided by Lumeon from time to time;
- 11.2.6 shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage

Responsibility & Liability

- 11.2.7 be solely responsible for any Client Data contained in the Product(s);
- 11.2.8 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Lumeon's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet;
- 11.2.9 be solely responsible and liable for determining the content of text messages (if any) that may be sent using the text messaging service detailed in the SOW (Fulfilment Service) and the content of letters sent (if any) that may be sent using the postal fulfilment service detailed in the SOW and agrees that it shall be solely responsible for determining whether or not each of these services meets the legal requirements of the DPA in respect of the Client Data and Lumeon's only responsibilities in this regard are those detailed in the SOW (Fulfilment Service). Lumeon shall have no liability to the Client in respect of such third party service's compliance with the DPA other than, at the Client's written request, to use its reasonable endeavours to enforce the terms of the contracts with such third party providers insofar as the terms relate to the DPA with the reasonable costs of such enforcement being borne by the Client and the Client securing Lumeon to the Lumeon's reasonable satisfaction from any liability that Lumeon may suffer in connection with such enforcement (including the third party's legal costs awarded against Lumeon); and
- 11.2.10 in all legal aspects, be solely responsible for Client Data sent and provided to Lumeon, its contractors, agents or other third parties via Email or Lumeon's Support Portal;
- 11.2.11 notify Lumeon promptly on becoming aware of any unauthorised use of the whole or any part Lumeon's IPR's.
- 11.3 The provisions of this clause 11 together with its Policies shall survive termination of the Agreement.

12. Confidentiality

- 12.1 The parties have and/or may from time to time disclosed to the other party Confidential Information. The parties hereby agree that they will:
- 12.1.1 treat the Confidential Information with the same degree of care to avoid disclosure to third parties as is used by the recipient party with its own Confidential

Information, but not less than a reasonable degree of care;

- 12.1.2 use the Confidential Information solely for the duration and purposes of the Agreement;
 - 12.1.3 disclose the Confidential Information only to those employees, agents and sub-contractors of a Party who have a need to know it and are under a binding obligation of confidentiality not less onerous than the terms of this clause 12;
 - 12.1.4 except as provided in 12.1.3 above, not disclose, whether directly or indirectly, the Confidential Information to any third party; and
 - 12.1.5 return and destroy all Confidential Information and all copies made thereof and erase all Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form upon written request. Nothing in this clause 12 shall require the receiving party to return or destroy any Confidential Information that the receiving party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction.
- 12.2 The foregoing provision shall not prevent the disclosure or use by the Parties of any information which is already known to or independently developed by that Party, is or hereafter through no fault of that Party becomes public knowledge or to the extent permitted by law.
- 12.3 The Client acknowledges that details of the Product(s), Documentation, Services and the results of any performance tests of the Product(s) constitute Lumeon's Confidential Information.
- 12.4 Lumeon acknowledges that the Client Data is the Confidential Information of the Client.
- 12.5 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as stated in the Privacy Policy or required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.6 The provisions of this clause 12 shall survive termination of the Agreement.

13. Warranties

- 13.1 Each party warrants to the other that it has the necessary rights, titles, licences, permissions and approvals necessary to enter into this Agreement and perform all tasks and obligations describe in this Agreement.
- 13.2 Lumeon does not warrant that the Product(s) and/or Services meet Client's needs and will be timely, uninterrupted, error-free or free other harmful components. It is Client's responsibility to ensure it meets its requirements (including Technical Requirements which are listed in the SOW) prior to signature of the Agreement.
- 13.3 Lumeon shall have no warranty obligations under this clause 13 in respect of any of the following:
 - 13.3.1 Circumstances not described in this Agreement;
 - 13.3.2 unauthorised use of the Product(s) and/or the Services;
 - 13.3.3 modified Product(s) and/or Services where the Client has made any modification without the prior consent of Lumeon;
 - 13.3.4 any access or use of the Product(s) in a manner not in accordance with the user guides or instructions;
 - 13.3.5 all problems caused by Client's access or use of the Product(s) and/or Services via hardware or software other than the hardware or software specified in the Technical Requirements;
 - 13.3.6 problems which are caused by errors, defects or failures of the Client's hardware, software or other services; and
 - 13.3.7 Pass-Through-Services.
- 13.4 All warranties, conditions and other terms not expressly mentioned in this Agreement and/or implied by statute or

common law are, to the fullest extent permitted by law, excluded from this Agreement.

14. Liability

- 14.1 Lumeon shall not be liable for any Product(s) or Services not being part of this Agreement, any Pass-Through Services, any defects non-performance outside its reasonable control and for any damage caused by errors or omissions in any information, instructions or scripts provided to Lumeon by the Client in connection with the Product(s) or Services, or any actions taken by Lumeon at the Client's direction.
- 14.2 Neither party shall exclude or limit its liability for:
 - 14.2.1 death or personal injury caused by its negligence; and
 - 14.2.2 fraud or fraudulent misrepresentation;
- 14.3 Lumeon shall not be liable for any:
 - 14.3.1 indirect, consequential, exemplary or incidental loss or damage including, without limitation, loss of profits, anticipated savings, business opportunity, charges, expenses or goodwill, corruption of data or loss of data; or
 - 14.3.2 for direct damages greater than the limitations established in this clause 14, whether such liability arises from a breach of contract, tort or breach of statutory duty; or
 - 14.3.3 any failure to fulfil obligations caused by a Force Majeure event.
- 14.4 Subject to the provisions contained in this clause 14 and with the exception to clause 8.7., the total aggregate liability of Lumeon to the Client in relation to the subject matter of the Agreement, shall in respect of claims relating to the (1) Product(s) not exceed the Annual Fee paid by the Client to Lumeon during the immediately preceding twelve (12) months and (2) provision of Professional Services shall not exceed the Professional Services Fee paid by the Client to Lumeon during the immediately preceding twelve (12) months.
- 14.5 Lumeon's sole liability and the Client's sole remedy in respect of any breach of warranty under clause 13 shall be as set out in the Support Policy.
- 14.6 Client assumes sole responsibility for results obtained from the use of the Product(s) and the Documentation and for conclusions drawn from such use.
- 14.7 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 14.8 The Product(s) and/or Services are provided to the Client on an "as is" basis.
- 14.9 The provisions of this clause 14 shall survive termination of the Agreement.

15. (IPR) Indemnity

- 15.1 Lumeon agrees to:
 - 15.1.1 defend and/or handle (at its own expense) any claim or action against the Client as a result of or in connection with infringement and violation of the right to use the Product(s), Documentation and/or Services or where it contravenes or breaches any IPR of any third party; and
 - 15.1.2 indemnify and hold the Client harmless from and against all liabilities, costs, losses, damages and expenses (including reasonable legal fees) associated with such claim or action subject to the liability cap set out in clause 14, provided that:
 - (a) Lumeon is promptly notified in writing of such claim or action;
 - (b) Lumeon shall have the exclusive right to control the defence of such claim or action;
 - (c) The Client at Lumeon's request and costs provides Lumeon with all reasonable assistance in connection with such defence; and
 - (d) The Client under no circumstances settles such claim or action without Lumeon's prior written consent.
- 15.2 In the event of any such claim, action, or threat thereof, Lumeon (at its sole discretion, expense and providing as much notice to Client as reasonably possible) may (a)

procure for Client the right of use; or (b) replace or modify the Product(s) and/or the Service with functionally compatible, non-infringing software or documentation provided that Client's use of the replaced or modified Product(s) and/or Service is not adversely affected; or (c) if Lumeon determines that neither option (a) nor (b) are reasonably available, terminate the Product(s) and Services and refund to Client the portion of any pre-paid Annual Fees relating to the period of that the Product(s) and/or the Service is unavailable to the Client. The foregoing shall be the Client's sole remedy in respect of the indemnity obligations of Lumeon.

- 15.3 For the avoidance of doubt, Lumeon has no obligation to defend, indemnify or hold the Client harmless if the Product(s), Documentation and/or Service has been used (i) in any other manner other than then described in this Agreement (ii) in combination with any other products not supplied by Lumeon.
- 15.4 The Client shall defend, indemnify and hold Lumeon and its affiliates, development partners that contributed to the Product(s) and/or Services, employees, directors and representatives harmless against any claims, liabilities, damages, fines, penalties and losses, including without limitation, personal injury or death claims, and infringement of a third party's IPR, resulting from, relating to or arising out of Client's breach of the Agreement or the Client's use of the Product(s).
- 15.5 The foregoing states the Client's sole and exclusive rights and remedies, and Lumeon's (including Lumeon's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

16. Change Request

- 16.1 If the Client wishes to make any changes to the Product(s) and/or Services, it shall use the Change Request template.

17. Period of Agreement, Restrictions and Termination

- 17.1 Either party may terminate the Agreement throughout the Term subject to clause 17.2. Each party may give to the other a minimum of three months (90 days) written notice throughout the Initial Term, such notice not to expire prior to the end of the Initial Term. The Agreement will automatically terminate at the end of the Renewal Term unless otherwise agreed in writing by both parties.
- 17.2 Either Party may terminate the Agreement in writing via email. The Client shall serve the notice via email to notice@lumeon.com or such other recipient as the parties shall from time to time agree in the Order Form, if the other party is in breach of the Agreement (and in the event of a breach which is capable of remedy, such breach not being remedied within 30 days of a written request to do so) or a petition in bankruptcy is filed by or against the other party or the other party is declared bankrupt or becomes insolvent; or proceedings are initiated by or against the other party seeking appointment of a receiver, reorganisation, liquidation, dissolution or any other similar relief with respect to the other party other than in respect of solvent reconstruction or amalgamation; or a Force Majeure event lasts for a period of at least three (3) consecutive months, which affects the other Party's ability to fulfil its obligations under this Agreement.
- 17.3 In addition to notices sent via email a copy shall be sent by recorded delivery to the legal department of Lumeon. Notice shall be deemed to have been served via email on the next Working Day within the business hours or the signature date in the event of recorded delivery.
- 17.4 Save as provided in this clause 17, any termination of the Agreement for any reason whatsoever shall not affect the accrued rights and liabilities of either Party.
- 17.5 Pursuant to clause 10.8. and/or in the event misuse of the Product(s) and/or Services and/or violation of the applicable limitations and restrictions under this Agreement, Lumeon may, in addition to pursuing other remedies available

hereunder, restrict performance of any or all Product(s) or Services and/or disable Client's use of any or all of the Services and the Product(s). Any restriction or termination under this clause 17 shall not relieve the Client of its on-going payment obligations.

- 17.6 Upon termination of this Agreement, Lumeon shall upon request from the Client (such request to be made no later than 60 days after termination) provide to the Client within a reasonable period of time, without charge, the SQL dump and Data stored on the Platform. Notwithstanding the foregoing, the return of the Client's SQL dump and Data is conditional upon the final settlement amount being paid. We will however comply with our general legal obligations and good industry practice in handling and dealing with any personal and/or patient data. Lumeon shall have no obligation to maintain the Client Data or make it available to the Client other than as set out in this clause.

18. Audit rights

- 18.1 Lumeon shall be entitled upon reasonable notice (and no more than once per year) and during ordinary business hours for itself or its agents to either (i) be given remote access; or (ii) visit and inspect the sites where the Product(s) are made available and ensure compliance with the Subscriptions and terms of this Agreement. Such inspection shall be conducted at Lumeon's own expense and restricted in scope, manner and duration to that reasonably necessary to verify compliance. The Client shall upon Lumeon's request provide information to Lumeon (as applicable) relating to the usage and licensing of the Product(s) and the Services.
- 18.2 In the event of non-compliance or breach of these Terms and Conditions, the Order Form, Statement of Work and other referenced documents referred to in those documents and any future agreed variations, Lumeon shall have the right to invoice in accordance with the payment terms any incurred costs in conducting the audit. For greater certainty, a material breach of the Standard Terms & Conditions includes, but is not limited to the Client's use of more than the authorised maximum number of Subscriptions.
- 18.3 If any of the audits referred to in clause 18 reveal that the Client has underpaid Annual Fees for the User Subscription or One-Time Charges to Lumeon, then without prejudice to Lumeon's other rights, the Client shall pay to Lumeon an amount equal to such underpayment as calculated in accordance with the prices set out in Order Form within ten (10) Business Days of the date of the relevant audit.

19. Dispute Resolution

- 19.1 If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause:
- 19.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Head of the technical department of the Client and the Vice President of Sales of Lumeon shall attempt in good faith to resolve the Dispute;
- 19.1.2 if the Head of the technical department of the Client and the Vice President of Sales of Lumeon are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred in writing to a member of the Senior/Executive Management Team of the Client and the Chief Operating Officer of Lumeon who shall attempt in good faith to resolve it; and
- 19.1.3 if the member of the Executive Team of the Client and the Chief Operating Officer of Lumeon are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between

the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (“**ADR Notice**”) to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than seven (7) Working Days after the date of the ADR Notice.

19.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under this Dispute Resolution Procedure.

19.3 If the Dispute is not resolved within 90 Working Days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 Working Days, the Dispute shall be finally resolved by the courts of England and Wales.

20. General

20.1 In the event of a conflict or ambiguity between these Terms and Conditions, the Order Form, the SOW and other referenced documents referred to in those documents and any future agreed variation, the order of precedence shall be as follows:

- (1) Latest agreed variation
- (2) Terms and Conditions;
- (3) Other referenced document in the Agreement;
- (4) Order Form;
- (5) SOW.

20.2 Any proposed assignment of this Agreement shall require the consent of the other party, which shall not be unreasonably withheld or delayed.

20.3 The Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other representations, statements, negotiations and undertakings including any representations and statements pertaining to future functionality or the direction of development of the Product(s) and/or the Services.

20.4 No change in, addition to, or waiver of any of the provisions of the Agreement shall be binding upon either Party unless in writing signed by an authorised representative of such party. No waiver by either party of any breach by the other party of any of the provisions of the Agreement shall be construed as a waiver of that.

20.5 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.

20.6 The Parties do not intend any term of the Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

20.7 Where not expressly provided, any term contained in the Agreement that could by its nature reasonably be construed to survive the expiration or termination of the Agreement shall so survive and enforcement thereof shall not be subject to any conditions precedent.

20.8 The Agreement and any Disputes or claim (including non-contractual Disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation shall be governed by, construed and applied in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.