

LUMEON Limited (Lumeon)
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Capitalised terms, if not defined elsewhere in these Standard Terms and Conditions (“**Terms and Conditions**”) 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 consisting of these Terms and Conditions, the Order Form, the Support Agreement, the Statement of Work and other referenced documents referred to in those documents and any future agreed variations.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

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

“**Authorised User(s)**” means Client, Client’s Affiliate(s), its employees, agents, consultants, contractors or sub-contractors, and third parties which are permitted to use the Product and/or Services pursuant to the Agreement between Client and Lumeon.

“**Biometric Data**” means personal data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

“**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 confidential or proprietary 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 Concerning Health**” means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status.

“**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Data Transfer Policy**” means the documentation including the additional terms for EU-U.S. Privacy Shield Services, additional terms for SCC Services, EU-U.S. Privacy Shield Services and Standard Contractual Clauses.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws and Regulations**” means all laws and regulations relating the processing of Personal Data and Sensitive Data, privacy and security, including, without limitation, until 24 May 2018, the EU Data Protection Directive 95/46/EC, and from 25 May 2018, the GDPR, the EU Privacy and Electronic Communications Directive 2002/58/EC and any successor legislation as implemented in each jurisdiction, and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance

“**Data Subject**” means the identified or identifiable natural person/individual to whom Personal Data relates.

“**Disaster Recovery Plan**” means a plan for emergency response and data back-up procedure adopted by Lumeon in the event that the Product(s) or any Client Data is destroyed, or becomes temporarily unavailable.

“**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**” means a patient or potential patient of the Client or a customer or potential customer of the Client.

“**Essential Limited 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.

“**GDPR**” means the General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom.

“**Genetic Data**” means personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.

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

“**Hosting**” means the usage of database size, file storage and bandwidth as set out in the Order Form or SOW.

“**Identifiable Natural Person/Individual**” is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, and identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person/individual.

“**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 of the Product and/or Services.

“**Initial Term**” means time period specified in the Order Form starting from the Effective Date, or if no

such time period 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 and licenses provided to the Client on a pass-through basis only as set out in the Order Form.

“**Personal Data**” means any information relating to an identified or Identifiable Natural Person/Individual, including, without limitation, Biometric Data, Data Concerning Health and Genetic Data.

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

“**Processing or Process**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**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.

“**Professional Services**” means development, configuration, integration, 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 5.4., 5.5. and 21, or if no such term is stated, then for one (1) year starting from the end of the Initial Term and multiple Terms may occur subject to clause 5.4., 5.5. and 21.

“Registered Technical Contact(s)” means those nominated Authorised Users trained by Lumeon to provide front line support and entitled to raise requests and tickets 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, Pass-Through Services or Professional Services.

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

“Standard Contractual Clauses” means the agreement executed by and between Client and Lumeon and attached hereto as Schedule 4 pursuant to the European Commission’s decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Statement of Work” or “SOW” 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” means the subscription fees payable by the Client to Lumeon for the Subscriptions, as set out in the Order Form.

“Subscriptions” means 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.

“Sub-processor” means any Processor engaged by Lumeon in order to Process Client Data.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

“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.

“Support Tier” means the support offers from Essential Limited to Premium support.

“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.

“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 5.4., 5.5. and 21.

“Termination Compensation” means the Annual Fee to the end of the Term, which shall be pro-rated depending on when the Agreement is terminated during the Term, in order to compensate Lumeon for the loss of the Agreement if the Client wishes to terminate the Agreement for convenience pursuant to clause 21.1. before the expiry of the Initial or Renewal Term.

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

“Virus” means 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 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 the 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, 4 and 7;

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 based on these Terms and Conditions.

3. SUBSCRIPTIONS

- 3.1 Subject to the Client purchasing the Subscriptions in accordance with clause 4.3 and clause 12, the restrictions set out in this clause 7 and the other terms and conditions of the Agreement, Lumeon hereby grants to the Client
- 3.1.1 a non-exclusive, non-sublicensable, non-transferable, revocable right to use the Product(s) for remote electronic access by its Authorized Users subject to limitations for Hosting and any other limitations as set out in this Agreement;
- 3.1.2 a limited, non-exclusive, revocable right for the Client to receive the Support Service; and
- 3.1.3 a limited, non-exclusive, revocable right for two (2) Registered Technical Contacts to raise requests and tickets as per the Client Support Handbook,

during the Term solely for the Client's internal business operations. The rights granted under clause 3.1. 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 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 Authorised User and sub-contractor with the Terms and Conditions of this Agreement as if they were party to the Agreement and indemnify Lumeon against any failure to do so.
- 3.3 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 and/or Hosting 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 and Hosting in accordance with the provisions of this Agreement.
- 4.2 If the Client wishes to purchase additional Subscriptions and/or Hosting, the Client shall

notify Lumeon in writing. Lumeon shall evaluate such request for additional Subscriptions and/or Hosting 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 and/or Hosting, the Client shall, within 30 days of the date of Lumeon's invoice, pay to Lumeon the relevant Annual Fees for such additional Subscriptions and/or Hosting as set out in the Order Form and, if such additional Subscriptions and/or Hosting are purchased by the Client part way through the Initial Term or any Renewal Term (as applicable), such Annual Fees shall be pro-rated for the remainder of the Initial Term or then current Renewal Term (as applicable).

5. CLIENT DATA & PROCESSING OF PERSONAL DATA

Roles of the Parties

- 5.1 The Parties acknowledge and agree that with regard to the Processing of Personal Data, Client is the Data Controller, Lumeon is the Data Processor and that Lumeon or Lumeon Affiliates will engage Sub-processors pursuant to the requirements set forth in clause 9.

Client's Processing of Personal Data

- 5.2 The Client shall:
- 5.2.1 own all right, title and interest in and to all of the Client Data
- 5.2.2 in its use of the Product and/or Services, Process Personal Data in accordance with Data Protection Laws and Regulations;
- 5.2.3 provide Lumeon with instructions for the Processing of Personal Data that comply with Data Protection Laws and Regulations;
- 5.2.4 remain duly and effectively authorised to give the instruction set out in clause 5.2.3; and
- 5.2.5 have sole responsibility for the accuracy, quality, and legality of Client Data and the means by which Client acquired Client Data.

Lumeon's Processing of Personal Data

- 5.3 Lumeon shall:
- 5.3.1 treat Client Data as Confidential Information; and
- 5.3.2 only Process Client Data on behalf of and in accordance with Client's documented instructions:

- 5.3.2.1 for the following purposes: (a) Processing in accordance with the Agreement and applicable Order Form(s) & SOW; (b) Processing initiated by Authorised Users in their use of the Product and/or Services; and (c) processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement; and
- 5.3.2.2 unless Processing is required by Data Protection Laws and Regulations or other laws or regulations to which Lumeon is subject, in which case Lumeon shall, to the extent permitted by the Data Protection Laws and Regulations, inform the Client of that legal requirement before the relevant Processing of that Personal Data.
- 5.4 If Lumeon cannot comply with Client's documented instructions as per 5.3.2., Lumeon shall promptly notify Client, and Client shall be entitled to suspend the transfer of Personal Data and/or terminate the applicable Order Form(s) and SOW in respect of only those Product(s) and/or Services which cannot be provided by Lumeon by providing written notice to notice@lumeon.com and privacy@lumeon.com. On the termination of the provision of such Product and/or Services, Lumeon shall, at the choice of the Client, return the Personal Data to the Client and/or delete the Personal Data as set forth in clause 22.
- 5.5 Where Lumeon reasonably believes that local law prevents it from fulfilling Client's documented instructions as per 5.3.2., Lumeon shall promptly notify Client. Lumeon shall use reasonable efforts to make available to Client a change in the Product(s) and/or Services, or recommend a commercially reasonable change to the Client's configuration or use of the Product(s) and/or Services to facilitate compliance with local law without unreasonably burdening Client. If Lumeon is unable to make available such a change within a reasonable period of time, Client may terminate the applicable Order Form(s) and/or SOW in respect to only those Product(s) and/or Services (each clause 5.4. and clause 5.5. a "**Terminated Services**") which cannot be provided by Lumeon in accordance with local law by providing written notice to notice@lumeon.com and privacy@lumeon.com. On the termination of the provision of such Product and/or Services, Lumeon shall, at the choice of the Client, return the Personal Data to the Client and/or delete the Personal Data as set forth in clause 22.
- 5.6 Subject to clause 5.4 or 5.5, Lumeon shall refund Client any prepaid fees covering the remainder of the term of such Order Form(s) and/or SOW following the effective date of termination with respect to Terminated Services.
- 5.7 In the event that a discount had been provided to Client in respect of the Terminated Services Client shall be liable to pay the difference between (i) the discounted fees paid in respect of such Terminated Services, and (ii) the fees Client would have paid in respect of such Terminated Services in the absence of any discount (the "**Difference**"). Lumeon shall be entitled to set-off the Difference against the amount of any refund payable pursuant to clause 5.6 and/or invoice Client for the Difference. Client shall pay any such invoice within thirty (30) days of the date of the invoice.

Data Quality

- 5.8 Client has access to, and control of, Personal Data in its use of the Product and/or Services. To the extent Client, in its use of the Product and/or Services, does not have the ability to anonymize, correct, amend or delete Personal Data, Lumeon shall comply with any reasonable and legally permissible requests made by the Client via the Support Portal using the template made available on the website www.lumeon.com to anonymize, correct, amend or delete Personal Data in a reasonable period of time.
- 5.9 Lumeon excludes, as far as permitted by law, any and all warranties, liabilities and indemnities around (i) data quality, (ii) correctness of Personal Data, and (iii) any amendments made to Personal Data by Lumeon requested by the Client as described in this clause.

Details of the Processing

- 5.10 Lumeon's Processing of Personal Data is for the provision of the Product and/or performance of the Services pursuant to the Agreement.
- 5.11 The nature and purpose of the Processing, the types of Personal Data, and categories of Data Subjects Processed under this Agreement are further specified in Schedule 1 of the SOW (Details of the Processing) to the Agreement.

Duration of the Processing

5.12 Subject to clause 22 of this Agreement, Lumeon will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

6. LUMEON'S OBLIGATIONS

Product & Service obligations

6.1 Lumeon shall, during the Term, provide the Product(s) and Services, and make available the Documentation to the Client on and subject to the terms of this Agreement. The method and means of Providing the Product(s) and Services shall be under the exclusive control, management and supervision of Lumeon.

6.2 Lumeon shall use commercially reasonable efforts to make the Product(s) accessible 24 hours a day, seven days a week, except for:

6.2.1 maintenance carried out during the Maintenance Window in accordance with clause 5 of the Support Agreement;

6.2.2 unscheduled maintenance performed outside Working Hours, provided that Lumeon has used reasonable efforts to give the Client at least six (6) Working Hours' notice in advance; and

6.2.3 Planned Downtime as set out in clause 5 of the Support Agreement.

6.3 Lumeon undertakes that the Product(s) and/or Services will be performed substantially in accordance with the description in the SOW and with reasonable skill and care. Notwithstanding the foregoing, Lumeon may from time to time make changes to the Product and/or Services provided that such changes shall not materially reduce functionality.

6.4 The undertaking at clause 6.3 shall not apply to the extent of any non-conformance which is caused by the 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 efforts 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 6.3. Notwithstanding the foregoing, Lumeon:

6.4.1 does not warrant that the Client's use of the Product(s) or Services will be uninterrupted or error-free; or that the Product(s), Services, Documentation and/or the information obtained by the Client through the Product(s) will meet the Client's requirements;

6.4.2 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

6.4.3 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.

6.5 Lumeon warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

6.6 Lumeon will, as part of the Product(s) and at no additional cost to the Client, provide the Client with Lumeon's Essential Limited Support during Support Hours and allow two (2) Registered Technical Contact to raise limited requests and tickets in accordance with Lumeon's Support Agreement and Client Support Handbook in effect at the time that the Product(s) are provided. Lumeon may amend the Support Agreement and Client Support Handbook in its sole and absolute discretion from time to time in a manner that would not cause material and adverse consequences to Client during the then-current Term. The Client may purchase enhanced Support Services separately at Lumeon's then current rates.

6.7 Lumeon will make Upgrade Releases as set out in clause 6 of the Support Agreement.

Rights of Data Subjects

6.8 Lumeon shall:

6.8.1 taking into account the nature of the Processing, assist Client by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligations to respond to requests by Data Subjects to exercise rights under Data Protection Laws and Regulations ("**Data Subject Request**");

- 6.8.2 promptly notify Client if Lumeon receives a Data Subject Request; and
- 6.8.3 not respond to a Data Subject Request except on the documented instructions of Client.
- 6.9 To the extent legally permitted, Client shall be responsible for Lumeon's reasonable costs arising from its provision of assistance in relation to Data Subject Requests.
- 6.10 Lumeon excludes, as far as legally permitted, any and all liability incurred as a result of it acting upon Client instructions in relation to a Data Subject Request.

Transparency & Cooperation with Clients

- 6.11 Lumeon shall be transparent regarding its Personal Data processing activities in relation to Client Data and will cooperate with Client's reasonable requests in relation to Client's obligations under Data Protection Laws and Regulations.
- 6.12 Lumeon shall provide Client with reasonable assistance and information to fulfil Client's obligations under Data Protection Laws and Regulations in relation to data protection impact assessments and prior consultations with Supervising Authorities (as defined in the GDPR) related to Client's use of the Product(s) and/or Services, to the extent Client does not otherwise have access to the relevant information and to the extent such information is available to Lumeon, and which Client reasonably considers to be required of it by the GDPR.

Lumeon Personnel

- 6.13 Lumeon shall ensure that its employees, agents or contractors engaged in the Processing of Client Data are informed of the confidential nature of the Client Data, have received appropriate training on their confidentiality responsibilities and have executed written confidentiality agreements containing appropriate confidentiality obligations.
- 6.14 Lumeon shall take commercially reasonable steps to ensure the reliability of any Lumeon employees, agents and contractors engaged in the Processing of Client Data.
- 6.15 Lumeon shall ensure that its employees, agents or contractors engaged in the processing of Client Data are limited to those who require such access to perform Lumeon's obligations under the Agreement.

- 6.16 Lumeon has appointed a Data Protection Officer ("DPO"). The DPO may be reached at privacy@lumeon.com.

7. CLIENTS OBLIGATIONS

- 7.1 Subject to clause 5.2., Client shall provide Lumeon with:
 - 7.1.1 all necessary co-operation in relation to this Agreement; and
 - 7.1.2 all necessary access, rights and licenses as may be required by Lumeon;

in order to provide the Services and make available all Products, including but not limited to Client Data, security access information and configuration services;

Subscription & Security

- 7.2 The Client undertakes that:
 - 7.2.1 the maximum number provided in the Order Form that authorises Client to use the Product(s) and the Documentation shall not exceed the number of Subscriptions the Client has purchased from time to time, providing that the Client may add or remove Subscriptions in accordance with the procedure set out herein;
 - 7.2.2 it shall maintain a written, up to date list of Authorised Users and provide such list to Lumeon within 5 Working Days of Lumeon's written request at any time or times;
 - 7.2.3 ensure that the Technical Requirements are met and its network and systems comply with the relevant specifications provided by Lumeon from time to time;
 - 7.2.4 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;
 - 7.2.5 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;
 - 7.2.6 shall take appropriate technical and organisational measures against

unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;

- 7.2.7 no Client Data will be sent and provided to Lumeon, its contractors, agents or other third parties via Email or Lumeon's Support Portal; and
- 7.2.8 inform Lumeon of any actual or threatened activities prohibited under this Agreement.

Usage & Restrictions

- 7.3 The Client shall use the Product(s) and/or Services only for the Client's normal business purposes and only in the manner for which the Product(s) and/or Services 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;
- 7.4 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:
 - 7.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 7.4.2 facilitates illegal activity;
 - 7.4.3 depicts sexually explicit images;
 - 7.4.4 promotes unlawful violence;
 - 7.4.5 is discriminatory based on race, gender, ethnicity, ethnicity, religious belief, sexual orientation or identity, disability; or
 - 7.4.6 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 the Product(s) and/or the Services for any actual or suspected breaches of the provisions of this section.

- 7.5 The Client shall not (and shall not permit others to):
 - 7.5.1 except to the extent expressly permitted under the 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 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

- 7.5.2 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
- 7.5.3 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Product(s); or
- 7.5.4 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
- 7.5.5 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
- 7.5.6 use the Product(s) and/or Documentation to provide the Product(s) and/or Documentation to third parties who are not Authorised Users; or
- 7.5.7 subject to clause 26.3, 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
- 7.5.8 attempt to obtain, or assist third parties, who are not Authorised Users, in obtaining, access to the Product(s) and/or Documentation, or
- 7.5.9 impersonate another User Subscription or provide false identity information to gain access to or to use the Product(s); or
- 7.5.10 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

- 7.5.11 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);
- 7.5.12 remove, delete, alter or obscure any trademarks, specifications, Documentation, warranties or disclaimers or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Product(s) or Services, including any copy thereof; and
- 7.5.13 access or use the Product(s) or Services in any manner or of any purposes that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Pass-Through Services, or that violates or facilitates the violation of any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, or any other laws or regulations.

Responsibilities

7.6 Client shall:

- 7.6.1 comply with all responsibilities set out in this Agreement and SOW 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;
- 7.6.2 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.
- 7.6.3 be solely responsible for any Client Data contained in the Product(s);
- 7.6.4 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;

- 7.6.5 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;

- 7.6.6 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 and the content of letters sent (if any) that may be sent using the postal fulfilment service detailed in the SOW. Client further agrees that it shall be solely responsible for determining whether or not each of these services meets the legal requirements of the Data Protection Laws and Regulations 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 & Pass-Through Service's compliance with the Data Protection Laws and Regulations other than, at the Client's written request, to use its reasonable commercial efforts to enforce the terms of the contracts with such third party & Pass-Through providers insofar as the terms relate to the Data Protection Laws and Regulations with the reasonable costs of such enforcement being borne by the Client and the Client securing Lumeon to 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);

Communication

- 7.7 Client shall be responsible for coordinating all communication with Lumeon and be entitled to make and receive any communication in relation to the Agreement on behalf of its Authorised Users;
- 7.8 Client shall notify Lumeon promptly on becoming aware of any unauthorized use of the whole or any part of Lumeon's IPR's, Product(s) or Services;

Acknowledgments

- 7.9 Client acknowledges and agrees,
 - 7.9.1 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 the Client is solely responsible for providing medical care and recommendations and determining the suitability of the Products, Services and information therein for End Users;

7.9.2 where the Client requires any Pass-Through Services, accept the Support Service conditions as set out in the Support Agreement and acknowledges that the same are provided without liability or responsibility on the part of Lumeon;

7.9.3 that the method and means of providing the Product(s) and/or Services shall be under the exclusive control, management, and supervision of Lumeon. Lumeon reserves the right, in its sole discretion, to make any changes to the Product(s) and Services that it deems necessary or useful to (a) maintain or enhance (i) the quality or delivery of Lumeon's Product(s) or Services to its Clients, (ii) the competitive strength of or market for Lumeon's Product(s) or Services or (iii) the Product(s) or Services' cost efficiency or performance; or (b) to comply with the Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Products(s) or Services. The parties shall evaluate Client requests for changes, determine if additional charges apply, and, if agreed, implement changes in accordance with the change procedure set out in the Change Request section of this Agreement;

7.9.4 acknowledge, that Lumeon is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay or failure in performing any of its obligations under this Agreement or in responding to Lumeon where Lumeon requires information from the Client; and

7.9.5 not during the Term and for one (1) year after the termination thereof, directly or indirectly, recruit or solicit (or assist any other person to recruit or solicit) for employment or engagement as an employee, independent contractor or otherwise, any individual or contractor that was employed or engaged by Lumeon in connection with this Agreement during the Term. In the event of a violation of this clause 7.8.5., Lumeon will be entitled to liquidate damages equal to the compensation paid by Lumeon to the applicable employee or contractor during the Term. This provision will not apply to general solicitations not targeted at Lumeon employees or contractors.

7.9.6 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) and/or Services which are similar to those provided under the Agreement.

7.9.7 that if necessary obtain consent, approval and authorisation, to Lumeon's Privacy Policy.

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

7.9.9 that 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; and

7.9.10 and Lumeon reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access for any actual or suspected breaches of the provisions of this section.

8. Rights of Authorised Users who are permitted to use the Product(s) and/or Services pursuant to this Agreement between Client and Lumeon, but has not signed its own Order Form and Agreement with Lumeon and is not a "Client" as defined under this Agreement

8.1 Authorised Users, who are permitted to use the Product(s) and/or Services pursuant to this Agreement between Client and Lumeon, but has not signed its own Order Form and Agreement with Lumeon and is not a "Client" as defined under this Agreement, shall, to the extent required under Data Protection Laws and Regulations, be entitled to exercise rights and seek remedies under this Addendum, subject to clause 18 and the following:

8.1.1 except where Data Protection Laws and Regulations require the Authorised Users who are permitted to use the Product(s) and/or Services pursuant to this Agreement between Client and Lumeon, but has not signed its own Order Form and Agreement with Lumeon and is not a "Client" as defined under this Agreement to exercise a right or seek any remedy under this Addendum against Lumeon directly, Lumeon and Client agree that:

- 8.1.1.1 solely the Client shall exercise any right or seek any remedy on behalf of the Authorised Users; and
- 8.1.1.2 the Client shall exercise any such rights under the Agreement in a combined manner for all of its Authorised Users, and not for each of its Authorised Users individually.
- 8.1.2 Lumeon and Client agree that the Client shall, when carrying out an audit under clause 23.5-23.8, take all reasonable measures to limit any impact on Lumeon by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorised Users in one audit.

9. SUB-PROCESSOR

Appointment of Sub-Processors

9.1 Client acknowledges and agrees that:

- 9.1.1 Lumeon Affiliates may be retained as Sub-processors;
- 9.1.2 Lumeon and Lumeon Affiliates respectively may engage Sub-processors in connection with the provision of the Product and/or Services; and
- 9.1.3 processing of Personal Data by such Sub-processors may involve the transfer of Personal Data outside the European Economic Area. Lumeon and Lumeon Affiliates have entered into written agreements with each Sub-processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Personal Data.

List of Current Sub-Processors

9.2 The current list of Sub-processors for the Services is set out in Schedule 2 of SOW. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location.

New Sub-Processors

9.3 Lumeon shall give Client prior written notice of the appointment of any new Sub-processor by notifying the legal contact provided by Client (or, where Client has not provided the details of such contact, the contact known to Lumeon at the time) via email, including full details of the Processing to be undertaken by the new Sub-processor. If, within ten (10) Working Days of receipt of that notice, Client notifies Lumeon in writing of any evidenced

reasonable objections to the proposed appointment:

- 9.3.1 Lumeon shall work with Client in good faith to make available a commercially reasonable change in the provision of the Product(s) and/or Services which avoids the use of that proposed new Sub-processor; and
- 9.3.2 where such change cannot be made within a reasonable period of time not exceeding thirty (30) Working Days, Client may terminate the applicable Order Form(s) and/or SOW with respect only to those Services which cannot be provided by Lumeon without the use of the proposed new Sub-processor ("**Terminated Services**") by providing written notice to Lumeon.

9.4 Subject to clause 9.5, Lumeon shall refund Client any prepaid fees covering the remainder of the term of such Order Form(s) and/or SOW following the effective date of termination with respect to Terminated Services.

9.5 In the event that a discount had been provided to Client in respect of the Terminated Services Client shall be liable to pay the difference between (i) the discounted fees paid in respect of such Terminated Services, and (ii) the fees Client would have paid in respect of such Terminated Services in the absence of any discount (the "**Difference**"). Lumeon shall be entitled to set-off the Difference against the amount of any refund payable pursuant to clause 9.4 and/or invoice Client for the Difference. Client shall pay any such invoice within thirty (30) days of the date of the invoice.

Liability for Sub-Processors

9.6 Subject to clause 18, Lumeon shall be liable for the acts and omissions of Sub-processors to the same extent Lumeon would be liable if performing the services of each Sub-processor directly under the terms of this Agreement, except as for Pass-Through Services or otherwise set forth in the Agreement.

10. THIRD PARTY PROVIDERS

The Client acknowledges and agrees, that where (i) the Product(s) enables or assists to access the website content of, correspond with, or purchase products and services from third parties or via third-party websites; and/or (ii) Lumeon has integrated third party products and/or services into their Product(s); and/or (iii) the contractual relationship is between the Client and the third party, 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 products and service, 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, products or services. Lumeon does not endorse or approve any third-party website, products or services nor the content of any of the third-party website, products or services made available via Product(s).

11. IPR, TRADEMARKS, SERVICE MARKS, COPYRIGHT & PROPRIETARY RIGHTS

- 11.1 Lumeon confirms that it has all the rights in relation to the Product(s), Documentation and Services provided hereunder that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these Terms and Conditions.
- 11.2 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.
- 11.3 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 these Terms and Conditions.
- 11.4 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.

- 11.5 Subject to clause 11.4, 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.
- 11.6 This Agreement, if not stated otherwise in this Agreement, does not grant any implied rights to, or in IPR related to the Product(s), the Services or the Documentation.
- 11.7 The Client accepts that Lumeon may retain a copy of the metadata arising from the use of the Product(s) and Services. The Client hereby grants Lumeon a non-exclusive, perpetual, sub-licensable and royalty-free license to that metadata. Lumeon's use of this metadata is governed by the terms of the Privacy Policy.
- 11.8 In order to improve or enhance the Product(s), or to develop new products and 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 agrees, and agrees 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 recommends, conceives, or otherwise contributes to the creation thereof, excepting any pre-existing Client IPR.
- 11.9 The provisions of this clause 11 shall survive termination of this Agreement.

12. FEES, PAYMENT TERMS

- 12.1 The Annual Fees and One-time Charges payable by the Client shall be as set out on the Order Form.
- 12.2 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%.
- 12.3 One-time Charges will be invoiced on the date set out in the Order Form and/or SOW.

- 12.4 Time and Material Charges will be invoiced monthly in arrears based on timesheets.
- 12.5 All sums payable under the Agreement shall be exclusive of VAT which Lumeon shall add to its invoices at the appropriate rate.
- 12.6 Client shall pay invoices in the currency found on the invoice and within 30 days of the date of the invoice.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 If the Client continues to fail to make a payment and pursuant to clause 12.8. & 12.9 of these Terms and Conditions, Lumeon shall have the right to terminate the contract for breach of the Agreement in accordance with clause 21.3. hereof.
- 12.11 Client shall (a) notify Lumeon of all invoice disputes within ten (10) Working 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.

13. SECURITY

Controls for the Protection of Client Data

- 13.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, Lumeon shall maintain appropriate technical and organizational measures for the protection of Client Data.

Technical measures

- 13.2 Lumeon shall ensure that:
- 13.2.1 Client Data is encrypted at rest and in transit using current state-of-the-art standard but no less than TLS1.1 standard;
- 13.2.2 any data center subcontracted to hold Client Data uses commonly accepted industry security standards and holds a documented and recognised ISMS framework;
- 13.2.3 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;
- 13.2.4 it provides data backup and a Disaster Recovery Plan in accordance with the Data Retention and Disaster Recovery Policy; and
- 13.2.5 it makes (i) upon Clients written request, and for additional costs, a two-factor authentication for logins to Authorised Users via the Product(s) and/or Services available. Two-factor authentication requires that all login attempts have both login credentials and a second authentication factor;
- 13.3 Client shall ensure that:
- 13.3.1 Authorised Users are provided with training on how to identify phishing emails, and do not click links or open attachments in suspicious emails;
- 13.3.2 Authorised Users never open emails from unknown sources; and
- 13.3.3 Authorised Users comply with strong password security practices including but not limited to resetting passwords every 90 days, and requiring that passwords be of a minimum length of 8-10 characters.

Further security measures and recommendations can be found in Lumeon's Documentation and Privacy Policy.

- 13.4 Lumeon shall regularly monitor compliance with these measures. Lumeon will not materially decrease the overall security of the Product(s) and/or Services during the Term of the Agreement.
- 13.5 The provisions of this clause 13 together with its Policies shall survive termination of the Agreement.

14. CLIENT DATA INCIDENT MANAGEMENT & NOTIFICATION

- 14.1 Lumeon shall notify Client without undue delay upon becoming aware of the accidental or unlawful destruction, loss, alteration,

unauthorized disclosure of, or access to Client Data (“**Client Data Incident**”), and shall provide Client with sufficient information to meet any obligations to report or inform Data Subjects of the Client Data Incident under Data Protection Laws and Regulations.

- 14.2 Lumeon shall cooperate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Client Data Incident.
- 14.3 If Client becomes aware of a Client Data Incident before Lumeon becomes aware, Client shall notify Lumeon without undue delay via incident@lumeon.com and raise a severity level 1 / critical support ticket via the Support Portal.
- 14.4 The obligations in this clause 14 shall not apply to Client Data Incidents that are caused by Client or Authorised Users.

15. CONFIDENTIALITY

- 15.1 Each of the parties has and/or may from time to time disclosed to the other party Confidential Information. Each of the parties hereby agrees that it will:
- 15.1.1 treat the Confidential Information with the same degree of care to avoid disclosure to third parties as is used by the recipient party with respect to its own similar Confidential Information, but not less than a reasonable degree of care;
- 15.1.2 use the Confidential Information solely for the duration and purposes of the Agreement;
- 15.1.3 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 15;
- 15.1.4 except as provided in 15.1.3 above, not disclose, whether directly or indirectly, the Confidential Information to any third party, unless authorized by the other party or required by law. If a government, law enforcement authority, state security body or Supervisory Authority demands access to Personal Data, Lumeon will notify Client, unless prohibited by law; and
- 15.1.5 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 upon written request. Nothing in this clause 15 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.

- 15.2 The foregoing provision shall not prevent the disclosure or use by the parties of any information which is already known or becomes rightfully known through a third party, or is independently developed by that party, is or hereafter through no fault of that party becomes public knowledge or to the extent permitted by law.
- 15.3 The Client acknowledges that details of the terms and conditions set forth in the Agreement, Product(s), Documentation, Services and the results of any performance tests of the Product(s) constitute Lumeon's Confidential Information.
- 15.4 Lumeon acknowledges that the Client Data is the Confidential Information of the Client.
- 15.5 Any suggestions or ideas that Clients provides to Lumeon for the improvement of the Products and/or Services or Lumeon's offerings are deemed to be non-confidential.
- 15.6 Neither party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (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), or order of any court or other authority of competent jurisdiction.
- 15.7 The provisions of this clause 15 shall survive termination of the Agreement.

16. DATA TRANSFER

- 16.1 Client authorises Lumeon to transfer Client Data to any country or territory as reasonably necessary for the provision of the Product and/or Services and consistent with the Agreement.

Transfer mechanism for data transfers

- 16.2 Subject to Schedule 1 of the Data Transfer Policy, the following transfer mechanisms shall apply to any transfers of Personal Data under the Agreement from the European Economic Area and the United Kingdom to countries which do not ensure an adequate level of data protection as prescribed by the European Commission:
- 16.2.1 Lumeon's EU-U.S. Privacy Shield Framework self-certifications apply to the

Services listed in Schedule 2 of the Data Transfer Policy (the “**EU-US Privacy Shield Services**”), subject to the additional terms in Section 2 of Schedule 1;

- 16.2.2 The Standard Contractual Clauses set forth in Schedule 3 of the Data Transfer Policy apply to the Services listed in Appendix 3 to the Standard Contractual Clauses (the “**SCC Services**”), subject to the additional terms in Section 3 of Schedule 1 of the Data Transfer Policy.

Order of precedence

- 16.3 In the event that Product(s) and/or Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) Lumeon’s EU-U.S. Privacy Shield Framework self-certifications and, (2) the Standard Contractual Clauses.

17. WARRANTIES

- 17.1 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.
- 17.2 Client warrants that it has all the necessary consents and notices in place to enable lawful transfer of the Personal Data to Lumeon for the duration and purposes of the Agreement.
- 17.3 Lumeon does not warrant that the Product(s) and/or Services will be timely, uninterrupted, error-free or free of other harmful components or that Lumeon will correct all defects or prevent third party disruptions or unauthorised third party access to a Lumeon Product.
- 17.4 Lumeon shall have no warranty obligations under this clause 17 in respect of any of the following:
- 17.4.1 circumstances not described in the Agreement;
- 17.4.2 unauthorised use, misuse, modification or damage of the Product(s) and/or the Services;
- 17.4.3 modified Product(s) and/or Services where the Client has made such modification without the prior consent of Lumeon;
- 17.4.4 any access or use of the Product(s) and/or Service in a manner not in accordance with the Documentation;
- 17.4.5 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;

- 17.4.6 problems which are caused by errors, defects or failures of the Client’s hardware, software or other services; and
- 17.4.7 Pass-Through-Services.

- 17.5 Except for the express warranties set forth in these Terms and Conditions, all Products and Services are provided on an “as-is basis” and Lumeon hereby disclaims all warranties, whether express, implied statutory or otherwise, and Lumeon specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Without limiting the foregoing, Lumeon makes no warranty of any kind that the Products or Services or Results of the use thereof, will meet Client’s or any other person’s needs or requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system or other products or services except if and to the extend expressly set forth in the Documentations, or be secure, accurate complete, free of harmful code or error free. All Pass-Through Services are provided “as-is” and any representation or warranty of or concerning any Pass-Through Services are strictly between Client and the Pass-Through Service owner or distributor of the Pass-Through Services.

- 17.6 The Products and Services are not, and do not provide, clinical, medical or other advice, service, or care. Client and its Authorised Users and End Users should not rely on the Products or Services for the Diagnosis or Treatment of any health conditions, problem or diseases. Client shall make its Authorised Users and End Users aware of the foregoing.

18. LIABILITY

- 18.1 Neither party shall exclude or limit its liability for:
- 18.1.1 death or personal injury caused by its negligence; and
- 18.1.2 fraud or fraudulent misrepresentation;
- 18.2 Subject to the provisions contained in this clause 18 and with the exception to clause 7.8.2., Lumeon’s total and cumulative liability shall not exceed the amounts paid by Client to Lumeon for the particular Order Form or SOW giving rise to liability in the prior twelve (12) months from the event first giving rise to

liability (or twelve (12) months fees if not related to any particular Product or Service).

18.3 Lumeon shall not be liable for any:

- 18.3.1 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
- 18.3.2 for direct damages greater than the limitations established in this clause 18, whether such liability arises from a breach of contract, tort or breach of statutory duty.

18.4 Lumeon excludes its entire liability for data breach claims arising out of (1) Client downloading documents such as but not limited to reports, letters and Personal Data generally from the Product(s); or (2) sending Personal Data to Authorised Users via a non-secure and Data Protection conform tool; or (3) Clients usage of Personal Data outside of Product.

18.5 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.

18.6 In no event will Lumeon be liable or responsible to the Client, or be deemed to have defaulted under or breached this Agreement when and to the extent such failure or delay is caused by any Force Majeure event.

18.7 Client assumes sole responsibility for all clinical and medical care, decisions and recommendations and the results obtained from the use of the Product(s) and the Documentation and for conclusions drawn from such use.

18.8 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.

18.9 The provisions of this clause 18 shall survive termination of the Agreement.

19. INDEMNITY

19.1 Lumeon agrees to:

19.1.1 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

19.1.2 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 described in clause 19.1.1, provided that:

19.1.2.1 Lumeon is promptly notified in writing of such claim or action;

19.1.2.2 Lumeon shall have the exclusive right to control the defence of such claim or action;

19.1.2.3 the Client, at Lumeon's request and costs, shall provide Lumeon with all reasonable assistance in connection with such defence; and

19.1.2.4 the Client shall under no circumstances settle such claim or action without Lumeon's prior written consent.

19.2 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 materially and adversely affected; or (c) if Lumeon determines that neither option (a) nor (b) are reasonably practicable, terminate the Product(s) and Services and refund to Client the portion of any pre-paid Annual Fees relating the period of that the Product(s) and/or the Services are unavailable to the Client. The foregoing shall be the Client's sole remedy in respect of the indemnity obligations of Lumeon.

19.3 Notwithstanding anything to the contrary, Lumeon has no obligation to defend, indemnify or hold the Client harmless if the claim or action arises from (i) unauthorized use, (ii) misuse, (iii) modification of the Product, Documentation, or Service by other than Lumeon, or (iv) combination or integration with any other software, hardware, service, product, or data not supplied by Lumeon (each an "IPR Exclusion").

19.4 The Client shall defend, indemnify and hold Lumeon and its Affiliates and each of their officers, directors, employees, contractors and partners harmless against any claims, actions, liabilities, damages, fines, penalties and losses arising from or related to (i) IPR Exclusions, (ii) Client's or Authorized Users'

relationship with End Users, (iii) clinical or medical care, recommendations, and decisions, including acts or omissions relating to clinical or medical care and any resulting personal injury or death, except to the extent arising solely from Lumeon's gross negligence or willful misconduct, and (iv) Client's breach of Data Protection Laws and Regulations.

19.5 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.

20. CHANGE REQUESTS

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

21. PERIOD OF AGREEMENT, RESTRICTIONS & TERMINATION

21.1 Where the Client wishes to terminate this Agreement in whole or in part, for convenience:

21.1.1 the Client must give not less than three months (90 days) prior written notice to Lumeon; and

21.1.2 in the event of such termination taking effect before the end of the Term, the Client shall be obliged to pay the Termination Compensation to Lumeon.

21.2 Either party may at any time during the Term, but no later than three months (90 days) before the end of the Term, give written notice that they do not wish to renew the Agreement. For the avoidance of doubt any notice given during the Term will result in the Agreement coming to an end on the expiry of the Term. In the absence of any such notice the Agreement will automatically renew for successive Renewal Term(s).

21.3 Either Party may terminate the Agreement giving notice in writing, if the other party is in breach of the Agreement (but in the event of a breach which is capable of remedy, the breaching party is allowed a period of 30 days of the non-breaching party's notice thereof to cure such breach) 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 that is not dismissed within 30 days, 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.

21.4 Pursuant to clause 12.8. 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 terminate any or all of the Services and the Product(s) within 14 days of notice. Any restriction or termination under this clause 21 shall not relieve the Client of its on-going payment obligations.

21.5 Upon termination of the Agreement, all rights and licenses to the Product(s) and Services granted hereunder will immediately terminate.

21.6 Upon termination or non-renewal of the Agreement, the Client shall immediately cease all use of any Products and Services and promptly return to Lumeon, or at Lumeon's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Lumeon's Confidential Information or IPR.

21.7 Notwithstanding clause 21.4 and 21.5, the parties may retain Confidential Information and Lumeon may retain Client Data to the extent and for so long as required by applicable Law.

21.8 Save as provided in this clause 21, any termination of the Agreement for any reason whatsoever shall not affect the accrued rights and liabilities of either party.

21.9 The provisions of this clause 21 shall survive termination of the Agreement.

22. RETURN & DELETION OF CLIENT DATA

22.1 Subject to clauses 22.2 and 22.4, Lumeon shall promptly and in any event within 60 days of the date of cessation of any Product(s) and/or Services involving the Processing of Client Data ("**Cessation Date**"), delete and procure the deletion of all copies of those Client Data.

22.2 Subject to Clause 22.4, Client may, by written notice to Lumeon within 30 days of the Cessation Date, or at any time during the Term of the Agreement via the Support Portal using the template made available on the

website www.lumeon.com, require Lumeon to:

22.2.1 return a complete copy of all Client Data to Client by secure file transfer; and

22.2.2 delete and procure, to the extent technically possible, the deletion of all other copies of Client Data Processed by Lumeon.

Lumeon shall comply with any such written request within 60 days of the Cessation Date. Notwithstanding the foregoing, the return of the Client's Personal Data is conditional upon the final settlement amount being paid. Lumeon will however comply with our general legal obligations and good industry practice in handling and dealing with any Personal Data.

22.3 Subject to Clause 22.4, Client may at any time during the Term of the Agreement via the Support Portal using the template made available on the website www.lumeon.com, require Lumeon to delete and procure, to the extent technically possible, the deletion of all other copies of Client Data Processed by Lumeon. Lumeon shall comply with any such written request within 60 days of receiving the request via the Support Portal.

22.4 Lumeon may retain Client Data to the extent and for such period as required by law and always provided that Lumeon shall ensure the confidentiality of all such Client Data and shall ensure that such Client Data is only processed as necessary for the purpose(s) specified in the law requiring its storage and for no other purpose.

22.5 Lumeon excludes, as far as permitted by law, any and all liabilities and indemnities caused by it acting upon such data deletion requests.

23. AUDIT RIGHTS

23.1 Lumeon shall maintain an internal audit program and internal verification processes in order to help ensure compliance with this Agreement.

Third-Party Audits and Certifications

23.2 Lumeon is subject to an information security management system (ISMS) in accordance with the ISO 27001 international standard. Lumeon has achieved ISO 27001 certification for its ISMS from an independent third party. The scope of Lumeon's ISO 27001 certification is set out in Lumeon's Documentation. Any additional certification Lumeon achieves shall be made available on www.lumeon.com.

Internal Verification

23.3 Lumeon has appointed a network of privacy personnel, including a DPO, responsible for overseeing and ensuring Lumeon's compliance with Data Protection Laws and Regulations, advising management on data protection matters, liaising with Supervisory Authorities, and handling data protection-related complaints.

23.4 Lumeon's compliance department shall conduct an annual assessment of Lumeon's compliance with this Agreement, which is provided to Lumeon's DPO. This assessment shall include any necessary corrective actions, timeframes for completing such corrective actions, and follow up by Lumeon's compliance department to ensure such corrective actions have been implemented.

Client Audits

23.5 Upon Client's request, and subject to the confidentiality obligations set forth in the Agreement, Lumeon shall make available to the Client, that is not a competitor of Lumeon's, (or Client's independent, third-party auditor that is not a competitor of Lumeon's) information necessary to determine Lumeon's compliance with this Agreement. Such information shall include but is not limited to a copy of Lumeon's most recent third-party audits or certifications.

23.6 Client shall give Lumeon reasonable notice of any audit or inspection to be conducted under this Agreement and shall make (and ensure that each of its auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Lumeon's premises, equipment, personnel and business while its personnel are on those premises for the purposes of such an audit or inspection. Lumeon need not give access to its premises for the purposes of such an audit or inspection:

23.6.1 to any individual unless he or she produces reasonable evidence of identity and authority;

23.6.2 outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Client undertaking the audit has given notice to Lumeon that this is the case before attendance outside those hours begins; or

23.6.3 for the purposes of more than one (1) audit or inspection in any calendar year, except for any additional audits or inspections which

Client is required or requested to carry out by Data Protection Laws and Regulations, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws and Regulations in any country or territory, where Client has identified the relevant requirement or request in its notice to Lumeon of the audit or inspection.

- 23.7 Client shall reimburse Lumeon for any time expended by Lumeon for such on-site audit at Lumeon's then-current Professional Service rates, which shall be made available to Client upon request. Before any such on-site audit commences, the requesting Client and Lumeon shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which the Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Lumeon.
- 23.8 If Client discovers any non-compliance during the performance of an audit in accordance with this clause, it must promptly provide Lumeon with the details of such non-compliance.

Lumeon Audits

- 23.9 Lumeon shall be entitled upon reasonable notice (and no more than once per year) and during ordinary Working Hours for itself or its agents to either (i) be given remote access; or (ii) visit and inspect the sites where the Product(s) and/or Services are made available and ensure compliance with the Subscriptions and Client's obligation under the 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/or Services. In the event of non-compliance or breach of this Agreement 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.
- 23.10 if any of the audits referred to in clause 23 reveal that the Client has underpaid Annual

Fees for the Subscription, Hosting 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) Working Days of the date of the relevant audit.

24. NOTICES

- 24.1 Client shall serve notice to Lumeon under or in connection with the Agreement in writing and sent to Lumeon at 10 Leake Street, Legal Department, London, SE7 1NN, United Kingdom or via email to notice@lumeon.com.
- 24.2 Lumeon shall serve notice to its Client under or in connection with the Agreement in writing and sent to the Client at the address or email address given in the Order Form or as otherwise notified in writing.
- 24.3 The following sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:
- 24.3.1 Delivery by hand - On signature of a delivery receipt; or
- 24.3.2 Pre-paid first-class post or other next working day delivery service providing proof of delivery - 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.; or
- 24.3.3 Pre-paid airmail providing proof of delivery - 9.00 am on the fifth Working Day after posting or at the time recorded by the delivery service; or
- 24.3.4 Email - At the time of transmission.
- 24.4 For the purpose of clause 24.1 and 24.2 and calculating deemed receipt, all references to time are to local time in the place of deemed receipt.

25. DISPUTE RESOLUTION

- 25.1 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:
- 25.1.1 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;
- 25.1.2 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

25.1.3 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.

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

25.3 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.

26. GENERAL

26.1 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/Amendment (whether referenced in an Order Form or as a separate document)
(2) Terms and Conditions;
(3) Order Form;
(4) SOW;
(5) Other referenced document in the Agreement.

Pre-printed terms and conditions on any document of the Client, including but not limited to purchase orders or confirmations

shall become null and void if found to be in conflict with the Agreement.

26.2 Any proposed assignment of this Agreement by Client shall require the consent of Lumeon, which shall not be unreasonably withheld or delayed. Lumeon may freely assign this Agreement without Client’s consent in connection with any merger, acquisition, reorganization, or sale of all or substantially all of its assets relating to this Agreement. Any assignment in violation of this section is null and void.

26.3 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.

26.4 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 such breach.

26.5 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.

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

26.7 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.

26.8 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.