

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**General Terms**”), together with the Order Form, the Statement of Work (if any) and any other documents referred to in those documents and any future agreed variations, form the agreement (“**Agreement**”) between Lumeon Limited, a company incorporated in England and Wales with company number of 05528382 with a registered address of 10 York Road, London SE1 7ND (“**Lumeon**”) and the person or entity that has been granted rights under the Agreement and is specified on an Order Form (“**Customer**”) for the provision of Services (as defined herein) by Lumeon.

THESE GENERAL TERMS WILL APPLY TO ANY QUOTE, ORDER FORM, STATEMENT OF WORK, ORDER ACKNOWLEDGEMENT, INVOICE, AND ANY SALE, LICENCE, OR PROVISION OF ANY SERVICES BY LUMEON. By accessing or using the Services, Customer acknowledges that Customer has read, understands and agrees to be bound by these General Terms.

Lumeon and Customer may be collectively referred to as the “**parties**” or individually as a “**party**”.

### 1. **DEFINITIONS**

Capitalised terms used but not defined elsewhere in these General Terms have the meanings ascribed to them in Schedule 1 (Definitions).

### 2. **ORDERS**

2.1 Orders. Lumeon agrees to provide to Customer the Services as set out in the Order Form and any accompanying Statement of Work. The Order Form and any accompanying Statement of Work must be in writing, signed by authorised representatives of both parties, and reference these General Terms to be valid. The Order Form will be governed by these General Terms, and any different or additional terms presented by Customer with that Order Form or in any communication, including but not limited to, Customer’s purchase order, are deemed null and void and of no effect unless the additional terms are agreed upon by the parties in writing prior to acceptance of that Order Form. Except as provided in the applicable Statement of Work, the Services Fees set out in the Order Form include the fees and costs for all Services. Each Order Form is a separate and independent contract between Customer and Lumeon. Customer is solely and exclusively liable directly to Lumeon for all of Services Fees and any other Customer obligations stated in the Order Form. Customer or a Customer Affiliate and Lumeon may execute, from time to time during the Term, additional Order Forms for additional Services.

### 3. **LICENCE GRANT AND RESTRICTIONS**

3.1 Licence Grant. In consideration of the Services Fees and subject to the terms and conditions of the Agreement, Lumeon grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence during the Term and solely for Customer’s internal and normal

business operations to: (a) access, execute, use, perform, and display the Services for the benefit of Customer for the pathway application(s) specified in the applicable Order Form, (b) reproduce, distribute and display the Documentation to Authorised Users, provided that Customer may only make a commercially reasonable number of copies and must reproduce and include all of Lumeon’s and Lumeon’s suppliers’ copyright notices and proprietary legends on each such copy, and (c) receive the Support Services.

3.2 Licence Restrictions. The restrictions in these General Terms represent conditions of Customer’s licence. Customer specifically agrees not to (or allow Authorised Users or other third parties to): (a) sub-licence, rent, sell, resell, lease, distribute or otherwise transfer the Services or any part thereof, or use the Services, or allow the Services to be used, for timesharing or service bureau purposes or otherwise use or allow others to use the Services for the benefit of any third party (except Authorised Users), (b) 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 Services in any form or media or by any means (for the avoidance of doubt Customer may copy Customer Data stored as part of the Services for backup and any other purposes for so long as it has permission to access and use the Services, (c) except to the extent expressly permitted under the Agreement, attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying ideas or algorithms of the Services or any portion thereof, (d) modify, port, translate, localise or create derivative works of the Services (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 Services), (e) use the Services fraudulently or in violation of any law, statute, ordinance or regulation applicable to the Services (including but not limited to the laws and regulations governing healthcare or privacy, export/import control, or anti-discrimination), (f) in its use of the Services, negligently, intentionally or wilfully access, store, or propagate any Virus, or other programming routine intended to damage any system or data, or post or send any unlawful, threatening, harassing, racist, abusive, libellous, pornographic, defamatory, obscene, or other similarly inappropriate content, (g) remove or modify any acknowledgements, credits or legal notices contained in the Services or any part thereof, (h) access or use the Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Pass-Through Services, (i) access the Services for the purposes of monitoring its availability,

performance or functionality, or to utilise the information provided by the Services 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 Customer and Lumeon in writing, (j) access all or any part of the Services in order to build a product or service which competes with Lumeon, or file copyright or patent applications that include the Services or any portion thereof.

3.3 Affiliate Use. Lumeon acknowledges and agrees that the Services may be used for the benefit of Customer's Affiliates (which become Customer Affiliates before the Effective Date). Such Customer Affiliates will be entitled to utilise the Services in the same way as Customer under the terms of the Agreement. To the extent that any such Customer Affiliate utilises the Services in accordance with this clause 3.3, Customer (acting as agent and trustee of the relevant Customer Affiliate) will be entitled to enforce any term of the Agreement and recover losses suffered by such Customer Affiliate pursuant to the Agreement as though Customer had suffered such loss itself, provided that in no event may Customer make multiple recoveries in respect of the same loss. Customer will be liable to Lumeon for any use by Customer Affiliates of the Services in a manner which is in breach of the Agreement as if Customer had breached the Agreement itself.

3.4 Authorised Users. Customer shall procure compliance by each such Authorised User and sub-contractor with the terms and conditions of the Agreement as if they were party to the Agreement and indemnify Lumeon against any failure to do so. For the avoidance of doubt, Customer is exclusively and entirely responsible for the proper use of the Services by its Authorised Users including but not limited to ensuring compliance with the Agreement and any other instructions provided by Lumeon for the use of the Services. Customer will be liable to Lumeon for any use by Authorised Users of the Services in a manner which is in breach of the Agreement as if Customer had breached the Agreement itself. For the avoidance of doubt, subject to the provisions of this clause, Customer may permit third party sub-contractors including contracted medical practitioners to use the Services in connection with Customer's business.

#### 4. **SERVICES: LUMEON'S OBLIGATIONS**

4.1 General: Access. On the Go-Live Date, Lumeon will provide Customer and its Authorised Users with access via the public internet to the Services set out in the applicable Order Form. On or before the Go-Live Date, Lumeon shall provide Customer with any materials needed for it to access and use the Services. The Services and any associated software or other deliverables provided by Lumeon shall be delivered to Customer by electronic means only. The

applicable Order Form will set out the percentage of Services Fees payable before the Go-Live Date and those payable from the Go-Live Date. Lumeon shall use all reasonable efforts to check that the Services and any other materials and deliverables supplied by Lumeon do not include any Virus.

4.2 Implementation Services. Lumeon will perform the Implementation Services (if applicable) as set out in the applicable Order Form and/or applicable Statement of Work. The applicable Order Form will set out the percentage of Implementation Fees payable before commencement of the Implementation Services.

4.3 Hosting Services. Unless otherwise agreed in writing, Lumeon shall be solely responsible for the setup, configuration, operation and management of the Services and Lumeon Infrastructure. Lumeon Infrastructure used to provide the Services will be hosted at a physical location in the United Kingdom and will be under Lumeon's control at a Lumeon facility or hosted by a subcontractor approved by Customer and meeting the requirements set out in the Agreement (including those specified in Schedule 3 (Data Processing Provisions)). Unless otherwise agreed in writing, Lumeon will not process any Protected Data outside of the United Kingdom or the United States of America. With Customer's prior written approval, Lumeon may maintain back-up copies of Customer Data at a single offsite data storage location within the United Kingdom, provided that Lumeon has an appropriate written agreement with the data storage vendor consistent with the requirements of this Agreement. Customer hereby accepts that Lumeon shall use a third-party hosting provider and acknowledges that this hosting provider will not accept a flow down of the hosting responsibilities of Lumeon under this clause 4.3.

4.4 Support Services. Lumeon will provide the Essential Limited Support Services for the Term and any Enhanced Support Services as specified in the Order Form (collectively, the "**Support Services**"). Support Services are subject to and further described in the Support Agreement. Lumeon may amend the Support Agreement and Support Handbook in its sole and absolute discretion from time to time in order to reflect developments in its Support Services offering, changes in applicable laws or best practices, or changing customer requirements. Lumeon acknowledges that the purpose of this clause is to ensure operational flexibility and not to provide a means of avoiding the provision of Support Services to an appropriate level and will therefore have due regard to the interests of Customer in exercising its discretion under this clause.

4.5 Updates. Lumeon will apply and provide to Customer periodic Updates to Lumeon Infrastructure as necessary to provide the Services. During the Term, Lumeon may make

Updates that add new functionality or make new features available to Customer. Notwithstanding the foregoing: (a) no Update shall serve to reduce the features and functionality, or the scope of Services provided by Lumeon to Customer without Customer's prior written consent; and (b) any Update that requires a change to Customer's systems, processes or manner of access to the Services shall be subject to Customer's prior written approval. Any Update made available by Lumeon shall be deemed part of the Services and shall be subject to the terms and conditions of the Agreement.

- 4.6 **Pass-Through Services.** If applicable, Lumeon will provide Pass-Through Services as specified in the Order Form. With respect to the Pass-Through Services, Customer acknowledges that such is the nature of the Pass-Through Services that Lumeon has no control over the content or quality of any Pass-Through Service and will, accordingly, owe no liability whatsoever to Customer for any loss, damage, or claim arising out of or in connection with the Pass-Through Services.
- 4.7 **Professional Services.** If ordered, Lumeon will provide development, configuration, integration, consultancy, training, or other ad hoc services provided in accordance with the Order Form or an agreed Statement of Work.
- 4.8 **Third Party Products.** In addition to the Services, Lumeon may license or resell with the Services certain Third Party Products, including Open Source Software. Unless the applicable licence terms provide otherwise, the Third Party Products may be used only in conjunction with the Services, and not independently. Any Open Source Software provided to Customer as part of the Services is copyrighted and is licensed to Customer under the GPL/LGPL and other Open Source Software licences. Customer agrees that the Lumeon Privacy Policy does not apply to Customer's use of Third Party Products.

## **5. CUSTOMER OBLIGATIONS**

- 5.1 Customer acknowledges and agrees that Lumeon's ability to perform the Services is dependent upon Customer performing its own obligations under the Agreement. Accordingly, Customer shall provide Lumeon with: (a) all necessary cooperation in relation to the Agreement, (b) all necessary access to such information as may be required by Lumeon in order to provide the Services, including but not limited to Customer Data, facilities, personnel, security access information and configuration services. Customer will use reasonable efforts to ensure that the information it provides to Lumeon is correct and complete.
- 5.2 Customer will, without affecting its other obligations under the Agreement: (a) comply with all applicable laws and regulations with respect to its activities under the Agreement, (b) carry out all Customer responsibilities set out in the Agreement (including that contained in a

Statement of Work) in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the parties, Lumeon may adjust any agreed timetable or delivery schedule as reasonably necessary, (c) ensure that Authorised Users use the Services (including the Documentation) in accordance with the Agreement and will be responsible for any Authorised User's breach of this Agreement, (d) obtain and shall maintain all necessary licences, consents and permissions necessary for Lumeon, its contractors and agents to perform their obligations under the Agreement, (e) ensure that its network and systems comply with the relevant specifications provided by Lumeon from time to time, and (f) be, to the extent permitted by applicable law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing 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 Customer's network connections or telecommunications links or caused by the internet, and (g) be responsible for preventing any unauthorised access to, or use of, the Services and any portion thereof and, in the event of any such unauthorised access or use, promptly notify Lumeon of such.

- 5.3 **Regulatory.** Customer acknowledges and agrees that: (a) any information generated by the Services does not constitute medical advice. Should the information generated by the Services be adopted by Customer or an Authorised User for a medical purpose or be used in connection with any treatment decision, then Customer assumes full responsibility for compliance with all applicable regulatory requirements governing the use of such information for such purpose, and (b) Customer must ensure that it has any regulatory approvals that are necessary for its intended uses of the Services.

- 5.4 **Prescriptions; Advice.** Customer is solely responsible for: (a) any prescriptions issued, clinical or other advice (including any risk and consequences which may arise) provided to patients or other third parties on the basis of information stored in or extracted from the SaaS Platform or the Services, and (b) determining the content of messages that may be sent using the SaaS Platform or as part of the Services and for determining whether or not they meet the applicable legal or regulatory requirements.

## **6. CUSTOMER DATA AND INDEMNITY**

- 6.1 **Customer Data; Licence Grant.** Customer will own all right, title and interest in and to the Customer Data. Customer grants to Lumeon a limited and non-exclusive licence to access and use the Customer Data only to the extent necessary for Lumeon to provide Services pursuant to Lumeon's use of this metadata is governed by the terms of the Privacy Policy. For



the avoidance of doubt, metadata does not contain patient data.

- 6.2 **Telemetry.** Customer agrees that Lumeon may create, use and retain Telemetry arising from Customer's use of the Services and grants to Lumeon a non-exclusive perpetual, sub-licensable and royalty-free licence to that Telemetry. Lumeon will use the Telemetry to improve the Services and to optimize the efficiency of pathway applications for the benefit of Customer and its Affiliates. Customer agrees to notify the Authorised Users, that Lumeon may access and use the Telemetry for such purpose, and as described in the Lumeon Privacy Policy. For the avoidance of doubt, Telemetry does not contain patient data.
- 6.3 **Customer Security Obligations.** In using the Services, Customer (and not Lumeon) will be responsible for establishing, monitoring, and implementing security practices to control the physical access to and use of the Services and all Customer Data therein, including Personal Data, in accordance with its own security policies and procedures, and ensuring the adequacy of anti-virus software. Customer will also be responsible for installing customer-installable firmware updates and patches which may be required to address a vulnerability or security flaw. Customer will take all reasonable precautions and security measures to prevent unauthorised use of the Services or Customer Data.
- 6.4 **Customer Data Disclaimer; Indemnity.** Customer is solely responsible for its use of the Services, the activities of its Authorised Users and for the accuracy, integrity, legality, reliability and appropriateness of all Customer Data processed through or generated by the Services. Customer expressly recognises that Lumeon does not create or endorse any Customer Data processed by or used in conjunction with the Services. Customer will, at Customer's own expense, indemnify, defend and hold Lumeon harmless from and against all liabilities, damages and costs, including settlement costs and reasonable legal fees incurred by reason of Lumeon's compliance with the instructions of Customer with respect to the ownership, custody, processing or disposition of Customer Data by Lumeon, as applicable.
- 6.5 **Risk of Data Loss.** While Lumeon uses industry standard security, no system can perfectly guard against risks of intentional or inadvertent disclosure of information. When using the Services, information will be transmitted over a medium that is beyond Lumeon's control. Accordingly, Customer agrees that Customer assumes the risk for, and Lumeon is not responsible for, any inability to access Customer Data, the loss or corruption of Customer Data, or for any unauthorised use or access of the Customer Data as a result of Customer's use of the Services, and Lumeon has no liability to Customer in connection with such inability to access the Customer Data, the loss, or corruption of Customer Data, or for any unauthorised use or access of the

Customer Data as a result of Customer's use of the Services.

## **7. FEES, PAYMENT AND TAXES**

- 7.1 **Services Fees.** The Services Fees (including the one-time and recurring fees) are set out in the applicable Order Form. The Services Fees are inclusive of all fees, charges, expenses and costs for Lumeon's performance under an Order Form, save that the Services Fees are exclusive of VAT, sales and use taxes assessed by any taxing authority in the jurisdiction(s) in which Customer is physically located. Lumeon may invoice Customer for the Services Fees on the basis set out in the applicable Order Form. Unless otherwise stated in the Agreement, all amounts payable to Lumeon shall be paid in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reasons or any deduction or withholding of tax as may be required by applicable law.
- 7.2 **Payment Terms.** Unless otherwise agreed in the Order Form, Customer agrees to pay all undisputed Services Fees in the currency found on the invoice within thirty (30) days of Customer's receipt of the applicable invoice in accordance with the instructions on the invoice. If payment is made by wire or other electronic funds transfer, Customer is solely responsible for any bank charges assessed on Customer by Customer's bank and will reimburse Lumeon for any such fees if such fees are incurred by Lumeon.
- 7.3 **Late Payment; Right to Suspend Services.** Reserving all other rights and remedies as may be provided by law, Lumeon may suspend or cancel performance of open orders or Services if Customer fails to make payments when due. Lumeon may charge Customer 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, and all reasonable expenses incurred in collection, including legal fees. If Customer has lapsed in the payment of Services Fees due, Lumeon may suspend the provision of Services on ten (10) Working Days' prior written notice to Customer and prior to recommencement of the Services by Lumeon, Customer will be responsible for paying all Services Fees associated with the Services from the date such Services were stopped through to the then-current date.
- 7.4 **Disputed Invoices.** Customer may, within 5 Working Days of receiving an invoice, dispute an invoice in good faith and acting reasonably by written notice to Lumeon, stating the basis for the objection and the amount disputed. If only part of an invoice is disputed, Lumeon will submit a separate invoice to Customer for the undisputed portion, which will be paid by Customer as provided in this clause 7. Customer shall not delay payment of the undisputed part of the invoice by reason of the dispute.

- 7.5 **Annual Increase.** The Services Fees are subject to an annual Increase of no more than three percent (3%) or in line with The Consumer Price Index (CPI) published by the Office for National Statistics (ONS) in the United Kingdom from time to time (whichever is higher), or if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in the UK in the respective year. The annual Increase may, in Lumeon's absolute discretion accrue year on year but not be applied until renewal. For example, if Customer enters into a two (2) year contract with Lumeon and the annual increase is three percent (3%), Lumeon may in its discretion apply the total cumulative annual interest to the new fee for the Services upon renewal.
- 7.6 **Records.** Upon not less than ten (10) Working Days' notice from the other party: (a) Lumeon will provide Customer's internal or independent auditors with access to Lumeon's books and records sufficient to verify the accuracy of the invoices submitted by Lumeon to Customer and the calculation of any credits due under the Agreement, (b) Customer will provide access to Lumeon to Customer's books and records sufficient to verify the use of the Services in accordance with the terms of the relevant Order Form. Each party will reasonably and promptly cooperate with any such inspection, which will be conducted in confidence.
- 8. WARRANTIES**
- 8.1 **General Warranty.** Each of the parties warrants that it: (a) has the full power and authority to carry out the actions contemplated under the Agreement, (b) has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement, and (c) that its entry into and performance under the Agreement shall not cause it to be in breach of any obligations to a third party.
- 8.2 **Services Warranty.** Lumeon warrants to Customer that during the Term: (a) the Services and any deliverables will operate in accordance with their applicable Documentation and will conform in all material respects to their Specifications, (b) the Services will be provided with reasonable skill and care and by trained, qualified personnel and in accordance with the Agreement, and (c) its performance of the Services will not violate or contravene any law promulgated by any government or regulatory body.
- 8.3 **Exceptions.** The warranties contained in clause 8.2 above will not apply if: (a) Customer's use of the Services is not in accordance with the Agreement; (b) Customer fails to follow Lumeon's operation or maintenance instructions or procedures in the Documentation; (c) the Services have been subject to Customer's (or its Authorised Users') abuse, negligence, improper servicing or operation (including without limitation use with incompatible equipment); (d) the Services have been modified other than by Lumeon; (e) Customer (or its Authorised Users) has failed to implement, or to allow Lumeon or its agents to implement, any corrections or modifications to the Services made available to Customer by Lumeon.; or (d) Customer (or its Authorised Users) has combined the Services with other software, or third party services, that are not controlled by Lumeon and, but for such combination, the breach of warranty would have been avoided.
- 8.4 **Remedies.** Customer agrees to provide prompt notice of any failure under Clause 8.2, together with a detailed description of such failure. As Customer's sole remedy and Lumeon's entire liability for such breach of warranty, Lumeon will (at Lumeon's sole option and expense) correct, repair or reperform (as applicable) the affected Service within a reasonable time.
- 8.5 **Disclaimer.** Except for the express warranties set out in the Agreement, and to the fullest extent permitted by applicable law, neither Lumeon or any of its third party licensors or suppliers make any warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise, in relation to any subject matter of the Agreement, including without limitation any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement, or arising from course of performance, dealing, usage or trade. Lumeon does not warrant that the operation of the Services will be error-free or uninterrupted. For the avoidance of doubt, all Pass-Through Services are provided "as is" and any representation or warranty of or concerning any Pass-Through Services are strictly between Customer and the Pass-Through Service owner or distributor of the Pass-Through Services.
- 9. INTELLECTUAL PROPERTY: OWNERSHIP**
- 9.1 **Lumeon's Proprietary Rights.** Lumeon and its suppliers and licensors own and shall retain all Intellectual Property Rights in and to: (a) the Services (including the Documentation and all copies thereof) and all enhancements, error correction, new releases, Updates, derivations, and modifications thereto, and regardless of whether the Services (or any part thereof) have been developed solely by Lumeon or jointly with Customer, (b) pre-existing Intellectual Property Rights in materials used in the creation of Project Materials including but not limited to that used to create pathways for a Customer ("**Lumeon Pre-existing Material**"), and (c) Lumeon Infrastructure used to provide the Services under the Agreement. Customer agrees to inform Lumeon promptly of any infringement or other improper action with respect to Lumeon Intellectual Property Rights that comes to Customer's attention.
- 9.2 **Customer's Proprietary Rights.** Customer and/or its Affiliates shall own and retain all Intellectual Property Rights in and to any Customer Confidential Information (including Customer

Data) disclosed or created through Customer's use of the Services.

9.3 Rights in Project Materials. Customer and its Affiliates (as applicable) shall own all right and title to the Project Materials and, excluding Lumeon Pre-existing Material, all Intellectual Property Rights in them. To the extent that any Project Materials do not vest in Customer pursuant to this provision, Lumeon will assign in perpetuity to Customer all right, title, and interest in and to such Project Materials, exclusive of Lumeon Pre-existing Material, or third party materials contained in them. Except with the prior written consent of Customer, Lumeon will not disclose, use, licence, sell or otherwise transfer all or any part of any Project Materials to any third party. If Lumeon includes any Lumeon Pre-existing Material in any Project Materials, Lumeon grants to Customer a non-exclusive, worldwide, irrevocable, fully paid, perpetual licence and right to use, modify, access, perform, execute, display, reproduce, distribute, enhance, and create derivative works of such Lumeon Pre-existing Material solely to facilitate Customer's use of such Project Materials and their functioning. Project Materials shall be deemed to be Customer's Confidential Information.

9.4 Improvements. Lumeon shall have a royalty-free, worldwide, irrevocable, perpetual licence to use and incorporate into the Services any suggestions, enhancements, requests, recommendations or other feedback provided by Customer or its Authorised Users relating to the operation and development of the Services. Customer will sign, and will procure that its Authorised Users sign, all documents reasonably necessary or desirable to give effect to such assignment. Customer agrees to Lumeon using the content and Customer Data that Customer may provide through the Services in accordance with the Lumeon Privacy Policy and as specified in the Agreement. Customer agrees to notify the Authorised Users who use the Services that Lumeon may access use, copy, distribute internally and extract, compile, synthesize, analyse and otherwise make derivative works of Customer's content and of the Customer Data, with the exception of patient data, in accordance with the Lumeon Privacy Policy and the terms of the Agreement.

9.5 Reservation of Rights. Except as expressly set forth in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's Intellectual Property.

## 10. INDEMNIFICATION AND INSURANCE

10.1 General Indemnity. Lumeon will defend, indemnify and hold Customer and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against all liabilities, damages, claims, costs and expenses (including reasonable legal fees and costs and expenses of expert witnesses) or other losses (collectively, "Losses") brought by a third

party against an Indemnified Party arising from the negligent acts or omissions of Lumeon, its employees, affiliates, subcontractors or agents in the performance of the Services. An Indemnified Party will be obliged to mitigate its losses insofar as is reasonable in the circumstances.

10.2 Lumeon IPR Indemnity. Lumeon will defend, indemnify and hold each Indemnified Party harmless from and against any Losses resulting from a claim that the Services or any Project Materials delivered under the Agreement infringe any Intellectual Property Rights of any third party or have become the subject of an injunction or settlement prohibiting the use of the Services or Project Materials. If there is a material, bona fide claim (or threat of a claim) of infringement, misappropriation, or violation of any Intellectual Property Right or other right of any third person in connection with the Services or Project Materials, Lumeon will promptly: (a) procure for Customer the right to continue using the Services or such Project Materials, as applicable; or (b) replace or modify the Services or Project Materials to make them non-infringing. An Indemnified Party will be obliged to mitigate its losses insofar as is reasonable in the circumstances.

10.3 Indemnification Procedure. The indemnification obligations of Lumeon under this clause 10 will be subject to Customer: (a) promptly notifying Lumeon in writing of receiving notice of any threat or claim of such action, (b) giving Lumeon exclusive control and authority over the defence or settlement of such action, (c) not entering into any settlement or compromise of any such action without Lumeon's prior written consent; and (d) providing reasonable assistance requested by Lumeon at Lumeon's expense.

10.4 Exclusions. The indemnification obligations of Lumeon under this clause 10 do not apply to the extent that a third party claim is caused by, or results from: (a) Customer's use of the Services that is the subject of the claim in a manner not in accordance with the Agreement or the Documentation, (b) modification of the Services that is the subject of the claim by anyone other than Lumeon, if the third party claim would have been avoided by use of the unmodified Services, or other intellectual property that is the subject of the claim, (c) Customer's combination or use of the Services that is the subject of the claim with other services, data, hardware or software that are not provided or authorised by Lumeon in writing, if the claim would have been avoided by the non-combined or independent use of the Services that is the subject of the claim, (d) Customer's continued allegedly infringing activity after being notified thereof and being provided with modifications that would have avoided the alleged infringement, or (e) use of other than Lumeon's most current release of the Services that is the subject of the claim if the third party claim would have been avoided by use of the most current release or revision release or revision, each, an "Excluded Use".



- 10.5 Complete Statement. This clause 10 is a complete statement of Customer's remedies for third party claims for infringement as described in this clause 10.
- 10.6 Customer IPR Indemnity. Customer will defend, indemnify and hold Lumeon and its officers, directors, employees and agents (each a "Lumeon Indemnified Party") harmless from and against all Losses arising out of or in connection with an Excluded Use.
- 10.7 Medical Advice Indemnity. Customer will defend, indemnify and hold Lumeon and each Lumeon Indemnified Party harmless from and against all Losses brought by a third party against a Lumeon Indemnified Party arising from the acts or omissions of Customer, its employees, Affiliates, subcontractors or agents arising from or related to: (a) any Customer or Authorised Users' provision of healthcare and other services to patients, (b) clinical or medical care, recommendations, and decisions, including acts or omissions relating to clinical or medical care and any resulting personal injury or death.
- 10.8 Insurance. At its sole expense, Lumeon will procure and maintain in effect the following policies of insurance covering claims and liabilities arising from the Agreement: (a) all insurance coverages required by applicable law, including workers' compensation with statutory minimum limits, (b) employer's liability insurance with no less than a ten million pounds (£10,000,000) limit, (c) liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least five million pounds (£5,000,000), which provides coverage on an occurrence basis or, if on a claims-made basis, then Lumeon will maintain continuous coverage for five (5) years after the termination or expiration of the Agreement, (d) if the Agreement involves hosting or processing of any Protected Data, cyber liability insurance with limits of not less than five million pounds (£5,000,000) for each occurrence and an annual aggregate of not less than five million pounds (£5,000,000), covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Lumeon will maintain continuous coverage for five (5) years after the termination or expiration of the Agreement, and (e) commercial general liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Lumeon's liability under the Agreement. Lumeon's insurance must be primary and, as between Lumeon and Customer, no other insurance maintained by

Customer will be called upon to contribute to a loss. Lumeon will, on request, provide Customer with an industry-standard certificate of insurance evidencing these coverages. Lumeon will provide thirty (30) days' notice of cancellation of insurance to Customer. The insurance requirements under this Agreement will not limit or relieve Lumeon of its duties, responsibilities or liabilities under the Agreement.

## 11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. Subject to clause 11.2 and clause 11.3 below, and notwithstanding any other provision of the Agreement or Order Form, neither Lumeon's nor a Customer's aggregate maximum cumulative liability to the other under or in connection with an Order Form shall in any circumstances exceed the amount paid or payable to Lumeon under the relevant Order Form in the thirty-six (36) months before the event giving rise to the claim (or, if the event giving rise to the claim occurred before thirty-six (36) months after Go-Live Date, the product of thirty-six (36) and the average of the monthly payments paid or payable between the Go-Live Date and the date of the event giving rise to the claim), except that in respect of: (a) clause 6.4 (Customer Data Disclaimer; Indemnity), and (b) Schedule 3 (Data Processing Provisions) each party's aggregate liability to the other for its breach under (a) or (b) shall not exceed five million pounds (£5,000,000).

11.2 Exclusion of Consequential Loss. Subject to clause 11.2.3 below, in no event will either party be liable to the other for any indirect or consequential loss, or any loss of profits, loss of revenue or business, loss of goodwill or reputation, loss of or corruption or damage to data, loss of management time, or for direct damages greater than the limitations established in this clause 11, however arising and whether or not Customer had been advised of the possibility of such loss, corruption or damage.

11.3 Exclusions from Limitation of Liability. Nothing in the Agreement will exclude or limit either party's liability for: (a) death or personal injury due to negligence, (b) fraud or fraudulent misrepresentation, (c) breach of clause 13 (Confidentiality), (d) violations of a party's Intellectual Property Rights, or (e) any other matter in respect of which liability cannot lawfully be limited or excluded.

## 12. TERM AND TERMINATION

12.1 Term. The term of the Agreement and each Order Form shall commence on the date in the Order Form ("Effective Date"). The term shall continue for the Initial Term set out in the Order Form. After the Initial Term, an Order Form may be extended for a Renewal Term, subject to clause 12.2. Upon completion of the Renewal Term, the Agreement will terminate, and any future purchases will be subject to a new agreement. Where Customer qualifies for a

Renewal Term, Lumeon will confirm such in writing and the Order Form will renew for the renewal time period as set out in the Order Form starting from the end of the Initial Term or, if no such term is stated, then for one (1) successive period of six (6) months starting from the end of the Initial Term. The Initial Term and any Renewal Term are collectively referred to in this Agreement as the “**Term**.”

- 12.2 Qualifying for the Renewal Term. For Customer to extend the Initial Term for a Renewal Term, Customer must: be on a version of the SaaS Platform which is no earlier than three (3) versions from the latest software release. If Customer does not meet this requirement, Customer may upgrade to a least three (3) versions behind the latest version of the SaaS Platform, and (b) Customer must have paid in full all Services Fees owing under the Initial Term and owe no outstanding Service Fees (“**Renewal Qualification**”). Where Customer does not meet the Renewal Qualification, the Agreement will terminate at the end of the Initial Term, and any discounts applied to the Annual Percentage Rate (“**APR**”) together with any additional discounts applied to the Services set out in the Order Form during the Initial Term will no longer apply to any future orders. Customer accepts that Lumeon shall have the right to increase the Fees upon renewal in accordance with clause 7.5
- 12.3 Termination for Convenience During Term. Without prejudice to any rights or remedies available to it, Lumeon shall have the right to terminate any Order Form in whole or in part upon serving the Customer no less than ninety (90) days’ notice.
- 12.4 Termination for Cause. Either party may terminate the Agreement by giving notice in writing if: (a) the other party is in material breach of the Agreement and (if the breach is remediable) fails to cure such breach within thirty (30) days after receipt of written notice, (b) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business operations, 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, or dissolution, which proceedings are not dismissed within thirty (30) days, or (c) a Force Majeure Event lasts for a period of at least three (3) consecutive months, which affects a party’s ability to fulfil its obligations under the Agreement.
- 12.5 Termination or Suspension by Lumeon. Without prejudice to any other right or remedy available to Lumeon, Lumeon may restrict, suspend or terminate Customer’s licence or use of the Services without liability in the event of: (a) an Adverse Change of Law, or (b) if Lumeon provides Customer with written notice that it has a reasonable suspicion that Customer is using the Services: (i) in breach of clause 3 (Licence Grant;

Restrictions) or clause 5 (Customer’s Obligations); or (ii) in a manner that is otherwise unlawful, and in each case Customer does not cure the condition identified in such notice within five (5) Working Days. Any restriction or termination under this clause 12.5 shall not relieve Customer of its on-going payment obligations.

- 12.6 Effect of Termination. Termination of an Order Form will not terminate any other Order Form previously entered into by the parties. Upon termination or expiration of the Agreement: (a) all rights and licenses to the Services will immediately terminate, (b) Customer shall immediately cease all use of any Services and promptly return to Lumeon or at Lumeon’s written request, destroy, all documents and tangible materials containing, reflecting, incorporating, or which are otherwise based on, Lumeon’s Intellectual Property Rights, (c) each party will return or destroy all Confidential Information of the other in its possession or control, in accordance with clause 13.2(e), (d) all undisputed Services Fees owing to Lumeon at the date on which termination takes effect will become due and payable, (f) any discounts applied to the Annual Percentage Rate (“**APR**”) and any additional discounts applied to the Services set out in the Order Form will no longer apply, and (g) termination will be without prejudice to the accrued rights and liabilities of the parties and shall not act as a waiver of any breach of the Agreement, nor act as a release of either party from any liability for breach of such party’s obligations under the Agreement.
- 12.7 Survival. The following provisions will survive any termination of the Agreement: clauses 1, 3, 5.3, 5.4, 6, 7, 8.1, 9.10, 11, 12.6, 12.7, 13, 14 and 15, and any provision which by its nature should survive termination.

### 13. **CONFIDENTIALITY**

- 13.1 Confidential Information. Each party will treat the other party’s (and those of its Affiliates’) Confidential Information disclosed hereunder as confidential. For the avoidance of doubt: (a) Lumeon acknowledges that the Customer Data is Confidential Information of Customer, and (b) any suggestions or feedback that Customer provides to Lumeon for the improvement of the Services, all of which are not Customer’s Confidential Information.
- 13.2 Use of Confidential Information. Each party (the **receiving party**) will: (a) use Confidential Information of the other party (the **disclosing party**) for the purpose of fulfilling obligations or exercising rights under the Agreement, and may only be shared with employees, agents or contractors of the receiving party (including employees, agents or contractors of the receiving party’s Group or Affiliates, as applicable) who have a need to know such information to support such purpose (“**Representatives**”), (b) procure that any of its Representatives to whom Confidential



Information is disclosed are bound by contractual obligations equivalent to those in this clause 13. Notwithstanding the foregoing, the receiving party shall remain liable for the acts or omissions of its Representatives, (c) protect Confidential Information disclosed to it using a reasonable degree of care to prevent unauthorised use or disclosure for five (5) years from the date of receipt or (if longer) for such period as the information remains confidential, (d) not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information; and (e) on termination of the Agreement, each party will promptly return or destroy all Confidential Information of the other party, save that the receiving party may retain any Confidential Information of the disclosing party that it is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction. In such event any information retained in archival form shall remain subject to the confidentiality terms of the Agreement.

- 13.3 **Exclusions.** The foregoing obligations with respect to Confidential Information do not cover information that: (a) was known or becomes known to the receiving party on a non-confidential basis from a third party, provided that: (i) the receiving party has no knowledge that the third party is subject to a confidentiality agreement with the disclosing party in respect of the information; and (ii) such information is not of a type or character that a reasonable person would have regarded as confidential, (b) is independently developed by the receiving party without violating the disclosing party's rights (including the disclosing party's Intellectual Property Rights), (c) is or becomes publicly known other than through disclosure by the receiving party or one of its Representatives in breach of the Agreement; or (d) was lawfully in the possession of the receiving party before the information was disclosed by the disclosing party.
- 13.4 **Restrictions on Use of Customer Data.** Subject to Lumeon's rights to use Telemetry, notwithstanding anything to the contrary in the Agreement or any Order Form, Lumeon is prohibited from de-identifying, selling, distributing, commercially exploiting, aggregating, data mining, analysing, benchmarking or otherwise using or disclosing any Customer Confidential Information or Customer Data (including any anonymized, de-identified or aggregated Customer Confidential Information or Customer Data) for any purpose other than to provide the Services to Customer under the Agreement.
- 13.5 **Disclosure Required by Law.** A party may disclose Confidential Information to the extent disclosure is required by law or a governmental agency provided that, to the extent it is lawful to do so, the receiving party notifies the disclosing party of the request giving it reasonable

opportunity to respond, and cooperate with the disclosing party's reasonable, lawful efforts to resist, limit or delay disclosure at the disclosing party's expense and, except for making such required disclosure, such information will otherwise continue to be Confidential Information.

#### 14. **DATA PROTECTION**

The parties acknowledge that the Services may be used to process Personal Data regulated by applicable Data Privacy Laws and the parties shall comply with the data processing provisions as set out in Schedule 3 (Data Processing Provisions) with respect to such Personal Data.

#### 15. **GENERAL PROVISIONS**

- 15.1 **Interpretation.** (a) reference to a clause or schedule is to the relevant clause or schedule of or to the Agreement and any reference to a paragraph is to the relevant paragraph of the clause or schedule in which it appears; (b) the index and clause headings are included for convenience only and will not affect the interpretation of the Agreement; (c) use of the singular will include the plural and vice versa; (d) use of any gender will include any other gender; (e) any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, foundations and trust (in each case whether or not having separate legal personality); (f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and (g) reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of the Agreement) at any time.
- 15.2 **Controlling Terms.** Unless otherwise specifically agreed to in a writing signed by authorised representatives of the parties, in the event of any conflict or inconsistency between the Agreement, a Schedule, an appendix, any Order Form or Statement of Work, or any document incorporated by reference, the order of precedence of the foregoing from highest to lowest is the: (a) the General Term, (b) (Data Processing Provisions), (c) the applicable Order Form(s) or Statement(s) of Work, and (d) any other appendix, Schedule, exhibits, or documents, if applicable.
- 15.3 **Entire Agreement.** This Agreement, the Schedules, appendices, exhibits, attachments, Statement(s) of Work, and any documents referenced herein, represent the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties and excludes, without limitation, any terms appearing on a purchase order, invoice or other Customer paperwork or any other terms (in each

case whether by way of conduct or otherwise). No modification of the Agreement will be effective unless in writing and signed by authorised representatives of both parties. Each party acknowledges and agrees that, in connection with the Agreement, it has not been induced to enter into the Agreement in reliance upon, and does not have any remedy in respect of, any representation or other promise of any nature other than as expressly set out in the Agreement.

- 15.4 **Waiver, Severability, Remedies.** The waiver of a breach of any term or condition of the Agreement will not serve to waive any other breach of that term or condition, or of any other term or condition, unless agreed by the parties in writing. If any provision of the Agreement is found to be unenforceable, then the unenforceable provision will be reformed to conform to the law and all other parts of the Agreement will remain enforceable. The rights and remedies of the parties provided in the Agreement are cumulative and are in addition to any other rights and remedies provided by law. The obligations of Customer and its Affiliates under the Agreement, including under any Order Form(s) or Statement(s) of Work, are several and not joint with the obligations of any other Customer Affiliate, and neither Customer nor any Customer Affiliate shall be responsible in any way for the performance of the obligations of any other Customer Affiliate under the Agreement, including under any Order Form(s) or Statement(s) of Work.
- 15.5 **Compliance with Laws.** Each party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under the Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither party shall be liable for any breach of this clause to the extent that such breach is directly caused or contributed to by any breach of the Agreement by the other party (or its employees, agents and representatives).
- 15.6 **Force Majeure.** Neither party will be liable for any failure or delay in performing services or any other obligation under the Agreement, nor for any damages suffered by the other or a Customer by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such party's reasonable control (a "**Force Majeure Event**"), and such non-performance, hindrance or delay could not have been avoided by the nonperforming party through commercially reasonable precautions and cannot be overcome by the non-performing party through commercially reasonable substitute services, alternate sources, workarounds or other means. During the continuation of a Force Majeure Event, the non-performing party will use commercially reasonable efforts to overcome the Force Majeure Event and, to the extent it is able, continue to perform its obligations under the Agreement.
- 15.7 **Change Control.** Either party may from time-to-time request changes to an Order Form. Such changes may include increases or reductions to the scope provided or additions of Services outside the scope provided (each, a "**Change**"). The party proposing the Change will prepare a written Change request ("**Change Request**"), containing details of the proposed Change and the reasons for it, and will submit it to the other party for review (the "**Change Control Process**"). The recipient shall, at its expense (unless a charge is specifically proposed and agreed), evaluate the Change, and if the parties agree to implement a Change, they shall prepare a variation to the Order Form and/or associated Statement of Work, as the case may be, documenting the agreed Change, including any impact on the Services and Services Fees. No Change shall be binding on either party unless in writing signed by an authorised representative of each party.
- 15.8 **Use of Subcontractors.** Lumeon shall notify Customer or the Customer Affiliate, as applicable, and obtain its prior written consent, prior to its use of a subcontractor(s) to provide the Services. Lumeon shall require each subcontractor under the Agreement to agree in writing to terms that are at least as protective as the Agreement including, without limitation, the security and confidentiality provisions and the provisions requiring compliance with law. Lumeon shall be fully responsible for compliance by its subcontractors with all of the terms and conditions of the Agreement and the acts and omissions of its subcontractors under the Agreement.
- 15.9 **Notices.** All notices provided under the Agreement will be in writing, shall reference the Agreement, and will be deemed given upon receipt if sent as follows: (a) personally delivered, (b) by overnight mail by USPS or a courier service with confirmed delivery, (c) by USPS certified mail (return receipt requested), or (d) by electronic means in the case of Customer to the email notified to Lumeon in advance or to Lumeon to [notices@lumeon.com](mailto:notices@lumeon.com) provided that delivery can be confirmed. If notice is mailed, delivery is effective at the date and time shown on the confirmation or return receipt. The addresses for notices are set out in the Order Form. These addresses may be changed by written notice to the other party.
- 15.10 **Rights of Third Parties.** The provisions of the Agreement concerning restrictions on usage of the Services and protection of Intellectual Property Rights are for the benefit of and may be enforced by each of Lumeon, any Lumeon Affiliate and the Lumeon Indemnities. Except for the foregoing sentence, or as otherwise expressly set out in the Agreement, the Agreement does not create any rights for any person who is not a party to it and no person who is not a party to the

Agreement may enforce any of its terms or rely on any exclusion or limitation contained herein.

- 15.11 Relationship. The parties are independent contractors. Nothing in the Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties.
- 15.12 Assignment. The Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, consent of the other party will not be required for a transfer to an Affiliate of a party or if a party undertakes an initial public offering, a sale of all or substantially all of its shares or assigns all or substantially all of its business and assets to another entity that is not a direct competitor of the non-assigning party. Any attempt to assign the Agreement in violation of the foregoing will be null and void. The Agreement binds the parties, their respective Affiliates, successors and permitted assigns.
- 15.13 Governing Law, Jurisdiction and Venue. The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the courts in England and Wales. Each party hereby irrevocably agrees to submit to the personal and exclusive jurisdiction and venue of such courts. Customer and Lumeon agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 15.14 Dispute Resolution. In the event either party issues a written notice of a dispute, controversy or claim of any kind or nature arising under or in connection with the Agreement (a “**Dispute**”), each party will appoint a senior manager who will meet for the purpose of endeavouring to resolve the Dispute. If the Dispute continues unresolved after ten (10) business days, then upon the written request of either party, each of the parties will appoint a designated senior business executive who will meet within ten (10) business days for the purpose of endeavouring to resolve the Dispute. During the thirty (30) day period following such initial meeting (or such other period as the parties may agree in writing), the designated executives will meet as often as the parties reasonably deem necessary in order to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. Notwithstanding any other

provision of the Agreement, if a Dispute is not resolved by the parties within ninety (90) days after the issuance of written notice under this provision, either party may take any available action in law or in equity. Nothing in this provision shall prevent a party from seeking equitable relief before commencing or during the foregoing informal dispute resolution processes.

- 15.15 No Publicity. Neither party will, without the prior written consent of the other, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other, or refer to the existence of the Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.
- 15.16 Time of Performance. Time of performance for the Services shall not be of the essence. Lumeon shall use its reasonable endeavours to perform the Services in accordance with any commencement or end dates specified in an applicable Statement of Work. Any Services which do not have specified commencement or end date, or specified times shall be performed by Lumeon within a reasonable period of time.
- 15.17 Equitable Remedies. The parties agree that with respect to a breach by a party of clause 9 (Intellectual Property) or clause 13 (Confidentiality), monetary damages may not be an adequate or sufficient remedy for a breach of the Agreement. Therefore, in addition to any applicable monetary damages, a party will also be entitled to apply for injunctive relief and other equitable relief to prevent breaches of the Agreement, without proof of actual damage.
- 15.18 Counterparts. The Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. The Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures, or copies delivered by electronic mail in Adobe Portable Document Format or similar format, and any signature transmitted by such means for the purpose of executing the Agreement is deemed an original signature for purposes of the Agreement.



## SCHEDULE 1: DEFINITIONS

### 1. DEFINITIONS

1.1 Terms defined in this Schedule 1 will have the meanings ascribed below:

**“Adverse Change of Law”** means the adoption, promulgation, modification or reinterpretation of any legal requirement by any international, national or local governmental or regulatory body (including a security commission or stock exchange), authority, agency, court or tribunal, in any part of the world after the Effective Date, which action materially and adversely affects Lumeon’s ability to enjoy the economic benefits of the Agreement or to enforce its rights under it. An Adverse Change of Law does not constitute a Force Majeure Event;

**“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;

**“Authorised User(s)”** means, as applicable, Customer, Customer’s Affiliate(s), and their respective employees, agents, consultants, contractors or sub-contractors, together with third parties (including a patient or a customer of Customer and their authorised representatives and family members) which are permitted to use the Services pursuant to the Agreement between Customer and Lumeon;

**“Confidential Information”** means any confidential or proprietary information and data in any form or medium (whether oral, written, electronic or other) disclosed by a party to the other, which may include but is not limited to information and data relating to a party’s products, services, technology and systems, business requirements, plans, knowhow, strategies, customers, operations, processes, Intellectual Property Rights, trade secrets, requests for proposal, pricing, finances, costs, and other similar non-public business information, and the business and affairs of either party in each case whether or not marked, designated or otherwise identified as “confidential”.. Customer’s Confidential Information includes the Customer Data, and the Confidential Information of Customer and other Customer Affiliates, and of their respective consultants, providers, contractors, agents, and suppliers (other than Lumeon).

**“Customer Data”** means all data and information provided by Customer to, or accessible by, Lumeon under the Agreement in connection with the Services (such as, but not limited to, data accessed through a software-as-a-service environment, and data accessed through a test, development and production environment). Customer Data may include Personal Data, and includes metadata, Telemetry, and Customer

personalised configuration and administrative data;

**“Data Privacy Laws”** means all applicable laws pertaining to data protection and data privacy, including the EU Data Privacy Laws;

**“Documentation”** means user manuals for the Services, Services descriptions, and technical specifications and other supporting technical information, materials and documentation as may be updated by Lumeon from time to time;

**“Effective Date”** means the date set out in the Order Form upon which the Services begin, and which is the start of the Term;

**“EU Data Privacy Laws”** means all applicable laws in the European Union (“EU”) and United Kingdom (“UK”) pertaining to data protection and data privacy including but not limited to the GDPR, and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

**“Enhanced Support Services”** means additional support services purchased by Customer which are subject to a premium Fee and for, which, if applicable, will be specified on an Order Form;

**“Essential Limited Support Services”** has the meaning ascribed to it in the Support Handbook and includes support and maintenance which: (a) causes the SaaS Platform to operate according to the Specifications and correcting reported errors, and (b) performing preventative maintenance on Lumeon Infrastructure used to support the delivery of the Services;

**“Force Majeure Event”** is defined in clause 15.6; **“GDPR”** means, as applicable: (a) Regulation 2016/679 as applied, varied, supplemented and/or derogated from by the laws of the United Kingdom or relevant EU member state; and (b) UK GDPR as defined in the Data Protection Act 2018 (as amended);

**“Go-Live Date”** means the date Customer’s production usage of the Services under the applicable Order Form commences;

**“Implementation Services”** means configuration, implementation and other services specified in the Order Form and applicable Statement of Work which are provided by Lumeon to a Customer to facilitate its implementation and use of the 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;

**“Intellectual Property Rights”** means patents, trademarks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications for

registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

**“Lumeon Infrastructure”** means the computer hardware, software, communications systems, network and other infrastructure used by Lumeon to host and provide the Services. Lumeon Infrastructure includes the Lumeon’s SaaS platform known as Care Pathway Manager or CPM (**“SaaS platform”**);

**“Open Source Software”** means third party software that Lumeon distributes with the Services pursuant to a licence that requires, as a condition of use, modification or distribution of such software, that the software or other software combined and/or distributed with it be: (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; (c) redistributable at no charge; or (d) redistributable but subject to other limitations;

**“Order Form”** means the order form which identifies the Services ordered by Customer from Lumeon, the term, the respective quantities, and the applicable Subscription Fees, together with any other specifications or requirements and any other restrictions (if any);

**“Pass-Through Services”** means the services and licenses provided to Customer on a pass-through basis only, as set out in the Order Form;

**“Personal Data”** means any information defined as “personal information”, “personal data”, or any variant thereof under the Data Privacy Laws;

**“Professional Services”** means development, configuration, integration, consultancy, training, or other ad hoc services provided in accordance with the Order Form or an agreed Statement of Work;

**“Project Material”** means any and all reports, designs, analysis, recommendations, configurations, specifications, work plans, and other similar materials, prepared for a Customer under the Agreement.

**“Renewal Qualification”** has the meaning ascribed in clause 12.2;

**“Renewal Term”** means, subject to Renewal Qualification, the renewal time period as set out in the Order Form starting from the end of the Initial Term or if no such term is stated, then for one (1) successive period of six (6) months starting from the end of the Initial Term;

**“SaaS”** means the SaaS Platform and all other software to be provided on an ‘as a service’ basis by Lumeon to a Customer under the Order Form and associated Statement(s) of work (if any);

**“Services”** means any or all of the SaaS, content, Documentation, Implementation Services, hosting services (unless specified otherwise), Pass-Through Services, Professional Services and any other services, together with all updates and workarounds, corrections, modifications, and

improvements, provided by Lumeon under the Agreement or as described in an Order Form or an applicable Statement of Work;

**“Services Fees”** means the fees for the Services as set out in an applicable Order Form and associated Statement(s) of Work;

**“Specifications”** means the features, functions, performance requirements, interface specifications and other technical or functional specifications applicable to the Services that are identified or referenced in the Agreement, the Order Form or any associated Statement of Work, and the Documentation;

**“Statement of Work”** means a written description of any agreed Professional Services to be performed by Lumeon;

**“Support Agreement”** means the Support Services and the service level agreement, which together details Lumeon’s Support Services (including any eligibility requirements, service limitations and Customer responsibilities);

**“Support Handbook”** means the most recent version of Lumeon’s support handbook which can be found at: <https://www.lumeon.com/wp-content/uploads/2020/07/Lumeon-Technical-Support-Handbook-23.07.2020.pdf>

**“Support Services”** means: (a) the Essential Limited Support Services, and (b) where purchased and specified on an Order Form, the Enhanced Support Services;

**“Telemetry”** means any new data that Lumeon may create, including metadata using data stored or displayed within the SaaS platform, which: (a) is anonymous or anonymized, (b) is aggregated with other data, (c) is subject to algorithmic calculation, and (d) is not identifiable to Customer as the source.

**“Term”** is as defined in clause 12.1;

**“Third Party Products”** means the third party products distributed by Lumeon for use with the Services which is specified in the Order Form, if applicable and for which Specific Terms listed in Schedule 2 apply;

**“Updates”** means any modifications, error corrections, bug fixes, new releases, updates and upgrades to the Services (and any related Documentation) that may be provided or otherwise made available by Lumeon within Lumeon Infrastructure from time to time to Customer;

**“Virus”** means any thing or device (including any software, code, file or program) 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 program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program 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; and

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



**SCHEDULE 2: THIRD PARTY PRODUCTS: OPEN SOURCE SOFTWARE**

<b>Third Party Product</b>	<b>Type</b>
Looker <a href="https://cloud.google.com/looker">https://cloud.google.com/looker</a> Google owned BI analytics platform used to create reports and graphical visualisations of Lumeon's data. Sold as an add-on to Lumeon's platform.	Third Party Product
Safescript <a href="https://www.safescript.com/">https://www.safescript.com/</a> Drug look-up database used in the UK to facilitate CPM's EMR prescriptions module.	Third Party Product
TDL <a href="https://www.tdlpathology.com/">https://www.tdlpathology.com/</a> Third-party laboratory services which CPM has an optional integration with to outsource lab tests.	Third Party Product
Mirth <a href="https://www.nextgen.com/products-and-services/integration-engine">https://www.nextgen.com/products-and-services/integration-engine</a> Open-source integration engine used as middleware to facilitate integration between CPM and external services (HL7, FIHR, SFTP, API, etc.)	Open Source Software
Healthcode <a href="https://www.healthcode.co.uk/">https://www.healthcode.co.uk/</a> Healthcare payment broker allowing facilitating payments from insurance companies for appts and procedures in the UK.	Third Party Product
TextMarketer <a href="https://www.textmarketer.co.uk/">https://www.textmarketer.co.uk/</a> Pay-as-you-go SMS vendor used in the UK to distribute (outbound-only) SMS from CPM.	Third Party Product
Loqate <a href="https://www.loqate.com/en-gb/">https://www.loqate.com/en-gb/</a> Formerly PostcodeAnywhere, used in the UK as an integrated lookup service to identify address information from postcodes.	Third Party Product
Datacash <a href="https://www.mastercard.com/gateway.html">https://www.mastercard.com/gateway.html</a> Payment processing system (Now owned by Mastercard)	Third Party Product

<p>CareMotive (PDS Spine)  <a href="http://www.caremotive.co.uk/">http://www.caremotive.co.uk/</a>            Third-party service to broker NHS Spine services, used in the UK to facilitate demographic lookup and eReferrals</p>	<p>Third Party Product</p>
<p>Dynamsoft  <a href="https://www.dynamsoft.com/">https://www.dynamsoft.com/</a>            Enables paper scanning functionality in CPM</p>	<p>Third Party Product</p>
<p>Physitrack (customers have direct relationship with physitrack, we provide API into them)</p>	<p>Third Party Product</p>
<p>ePDQ  <a href="https://www.barclaycard.co.uk/">https://www.barclaycard.co.uk/</a>            Payment processing service</p>	<p>Third Party Product</p>
<p>TRUD  <a href="https://isd.digital.nhs.uk/trud3/user/guest/group/0/home">https://isd.digital.nhs.uk/trud3/user/guest/group/0/home</a>            Technology reference data update distribution service used to get up to lists of GPs, Practices etc</p>	<p>Third Party Product</p>
<p>NHS ERS            National digital platform used to refer patients from primary care to elective care services (in CPM)</p>	<p>Third Party Product</p>
<p>MySQL  <a href="https://www.mysql.com/">https://www.mysql.com/</a>            Oracle's open source RDBS used to store CPM's data.</p>	<p>Open Source Software</p>

### **SCHEDULE 3: DATA PROCESSING PROVISIONS**

#### **1. DEFINITIONS**

- 1.1 Terms defined in this Schedule 3 will have the meanings ascribed below. Terms not defined herein will have the meanings ascribed to them in the Agreement.

**“Applicable Law”** means the following to the extent forming part of the law of United Kingdom (or a part of the United Kingdom) as applicable and binding on either party or the Services: (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time; (b) the common law and laws of equity as applicable to the parties from time to time; (c) any binding court order, judgment or decree; or (d) any applicable direction, policy, rule or order made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;

**“Controller”** has the meaning given to that term in Data Privacy Laws;

**“Customer Security Responsibilities”** means the organisational and technical security measures with respect to Protected Data which are set out in APPENDIX 2;

**“Data Privacy Laws”** means, as applicable and binding on either party or the Services: (a) the GDPR, (b) the Data Protection Act 2018, (c) any laws which implement any such laws, and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**“Data Protection Losses”** means all liabilities, including all: (a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and (b) to the extent permitted by Applicable Law: (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Data Protection Supervisory Authority, (ii) compensation which is ordered by a court or Data Protection Supervisory Authority to be paid to a Data Subject; and (iii) the reasonable costs of compliance with investigations by a Data Protection Supervisory Authority;

**“Data Protection Supervisory Authority”** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Privacy Laws;

**“Data Subject”** has the meaning given to that term in Data Privacy Laws;

**“Data Subject Request”** means a request made by a Data Subject to exercise any rights of Data Subjects under Chapter III of the GDPR;

**“GDPR”** means, as applicable: (a) Regulation 2016/679 as applied, varied, supplemented and/or derogated from by the laws of the United

Kingdom or relevant EU member state; and (b) UK GDPR as defined in the Data Protection Act 2018 (as amended);

**“Lawful Safeguards”** means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Privacy Laws from time to time;

**“Personal Data”** has the meaning given to that term in Data Privacy Laws;

**“Personal Data Breach”** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

**“processing”** has the meaning given to that term in Data Privacy Laws (and related terms such as process, processes and processed have corresponding meanings);

**“Processing End Date”** means the earlier of: (a) the end of the provision of the relevant Services related to processing of the Protected Data, or (b) once processing by Lumeon of any Protected Data is no longer required for the purpose of Lumeon’s performance of its relevant obligations under the Agreement;

**“Processing Instructions”** has the meaning given to that term in clause 3.1(a);

**“Processor”** has the meaning given to that term in Data Privacy Laws;

**“Protected Data”** means Personal Data received from or on behalf of Customer in connection with the performance of Lumeon’s obligations under the Agreement, including the provision of the Services;

**“SCCs”** means the standard contractual clauses issued under Commission Decision 2010/87/EU;

**“Sub-Processor”** means a Processor engaged by Lumeon or by any other Sub-Processor for carrying out processing activities in respect of the Protected Data on behalf of Customer; and

#### **2. PROCESSOR AND CONTROLLER**

- 2.1 The parties agree that, for the Protected Data, Customer shall be the Controller and Lumeon shall be the Processor. Nothing in this Schedule 3 relieves either party of any responsibilities or liabilities under any Data Privacy Laws.

- 2.2 Lumeon shall process Protected Data in compliance with: (a) the obligations of Processors under Data Privacy Laws in respect of the performance of its obligations under the Agreement; and (b) the terms of this Schedule 3.

- 2.3 Customer shall comply with: (a) Data Privacy Laws in connection with the processing of Protected Data, its use of the Services, and in the exercise and performance of its respective rights and obligations under the Agreement, including maintaining all relevant regulatory registrations



and notifications as required under Data Privacy Laws; and (b) the terms of this Schedule 3.

2.4 Customer warrants, represents and undertakes, that:

- (a) the processing of all Protected Data (if processed in accordance with the Agreement) shall comply in all respects with Data Privacy Laws, including in terms of its collection, use and storage;
- (b) fair processing and all other appropriate notices have been provided to the Data Subjects of the Protected Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Privacy Laws in connection with all processing activities in respect of the Protected Data which may be undertaken by Lumeon and its Affiliates and Sub-Processors in accordance with the Agreement;
- (c) the Protected Data is accurate and up to date;
- (d) it shall establish and maintain adequate security measures to safeguard the Protected Data in its possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure);
- (e) it shall maintain complete and accurate backups of all Protected Data provided to Lumeon (or anyone acting on its behalf) so as to be able to immediately recover and reconstitute such Protected Data in the event of loss, damage or corruption of such Protected Data by Lumeon or any other person;
- (f) all instructions given by it to Lumeon in respect of Personal Data shall at all times be in accordance with Data Privacy Laws; and
- (g) it is satisfied that: (i) Lumeon's processing operations are suitable for the purposes for which Customer proposes to use the Services and engage Lumeon to process the Protected Data; (ii) the technical and organisational measures set out in APPENDIX 2 shall (if Lumeon complies with its obligations under such Appendix) ensure a level of security appropriate to the risk in regards to the Protected Data as required by Data Privacy Laws; and (iii) Lumeon has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Privacy Laws.

### 3. **INSTRUCTIONS AND DETAILS OF PROCESSING**

3.1 Insofar as Lumeon processes Protected Data on behalf of Customer, Lumeon:

- (a) unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its

authority shall) process the Protected Data only on and in accordance with Customer's documented processing instructions, namely: (i) processing in accordance with the Agreement and to provide the Services, (ii) processing initiated by Authorised Users in their use of the Services, and (iii) processing to comply with other reasonable documented instructions provided by Customer where such instructions are consistent with the terms of the Agreement (collectively, "**Processing Instructions**");

- (b) if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
- (c) shall promptly inform Customer if Lumeon becomes aware of a Processing Instruction that, in Lumeon's opinion, infringes Data Privacy Laws, provided that to the maximum extent permitted by Applicable Law, Lumeon shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Processing Instructions following Customer's receipt of that information.

3.2 If Lumeon cannot comply with Customer's Processing Instruction as per clause 3.1, upon Lumeon's notification of such, Lumeon shall use reasonable efforts to make available to Customer a change in the Services, or recommend a commercially reasonable change to Customer's configuration or use of the Services to facilitate compliance with local law without unreasonably burdening Customer. If Lumeon is unable to make available such a change within a reasonable period of time, Customer shall be entitled to suspend the transfer of Protected Data and/or terminate the applicable Order Form(s) and Statement of Work in respect of the applicable effected Services by providing written notice to [notice@lumeon.com](mailto:notice@lumeon.com) and [privacy@lumeon.com](mailto:privacy@lumeon.com). On the termination of the provision of such Services: (a) Lumeon shall, at the choice of Customer, return the Protected Data to Customer and/or delete the Protected Data as set forth in clause 10, (b) Lumeon shall refund Customer any prepaid Services Fees covering the remainder of the applicable Term of such Order Form(s) and/or Statement of Work(s) following the effective date of termination with respect to terminated Services, and (c) in the event that a discount had been provided to Customer in respect of the terminated Services, Customer shall be liable to pay the difference between: (i) the discounted fees paid in respect of such terminated Services,

- and (ii) the fees Customer 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 this clause and/or invoice Customer for the Difference. Customer shall pay any such invoice within thirty (30) days of the date of the invoice.
- 3.3 Together with the Processing Instructions, the processing of Protected Data to be carried out by Lumeon under the Agreement shall comprise the processing set out in APPENDIX 1.
- 4. TECHNICAL AND ORGANISATIONAL MEASURES**
- 4.1 Lumeon shall implement and maintain, at its cost and expense, technical and organisational measures: (a) in relation to the processing of Protected Data by Lumeon, as set out in APPENDIX 2; and (b) taking into account the nature of the processing, to assist Customer insofar as is possible in the fulfilment of Customer’s obligations to respond to Data Subject Requests relating to Protected Data. The parties have agreed that (taking into account the nature of the processing) Lumeon’s compliance with clause 6.1 shall constitute Lumeon’s sole obligations under this clause 4.1.
- 4.2 Customer shall implement and maintain the Customer Security Responsibilities specified in APPENDIX 2.
- 4.3 During the period in which Lumeon processes any Protected Data, Customer may undertake a documented assessment not more than once every twelve (12) months of whether the security measures implemented in accordance with clause 4.1 are sufficient (taking into account the state of technical development and the nature of processing) to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Customer shall notify Lumeon within ten (10) days of full details of the assessment and its outcome and of any additional measures Customer believes are required as a result of the assessment. Lumeon shall not be obliged to implement any further or alternative security measures except as agreed under the Change Control Procedure.
- 4.4 Any additional technical and organisational measures shall be at Customer’s cost and expense.
- 5. PERSONNEL AND OTHER PROCESSORS**
- 5.1 Subject to clause 5.2, Lumeon shall not engage (nor permit any other Sub-Processor to engage) any Sub-Processor for carrying out any processing activities in respect of the Protected Data without Customer’s prior written authorisation of that specific Sub-Processor.
- 5.2 Customer authorises the appointment of the Sub-Processors listed in APPENDIX 1:
- 5.3 If, within ten (10) Working Days of receipt of any communication from Lumeon requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 5.1, Customer notifies Lumeon in writing of any evidenced reasonable objections to the proposed appointment: (a) Lumeon shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed new Sub-Processor; and (b) where such change cannot be made within a reasonable period of time not exceeding thirty (30) Working Days, Customer may terminate the applicable Order Form(s) and/or Statement of Work with respect only to those Services which cannot be provided by Lumeon without the use of the proposed new Sub-processor by providing written notice to Lumeon. Customer shall not unreasonably withhold, delay or condition any such authorisation.
- 5.4 On the termination of the provision of such Services: (a) Lumeon shall, at the choice of Customer, return the Protected Data to Customer and/or delete the Protected Data as set forth in clause 10, (b) Lumeon shall refund Customer any prepaid Services Fees covering the remainder of the applicable Term of such Order Form(s) and/or Statement of Work(s) following the effective date of termination with respect to terminated Services, and (c) in the event that a discount had been provided to Customer in respect of the terminated Services, Customer shall be liable to pay the difference between: (i) the discounted fees paid in respect of such terminated Services, and (ii) the fees Customer 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 this clause and/or invoice Customer for the Difference. Customer shall pay any such invoice within thirty (30) days of the date of the invoice.
- 5.5 Lumeon shall: (a) prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, ensure each Sub-Processor is appointed under a written contract (b) ensure each Sub-Processor complies with all such obligations, and (c) remain fully liable for all the acts and omissions of each Sub-Processor (except in respect of any Pass-Through Services) as if they were its own.
- 5.6 For the avoidance of doubt, Lumeon shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case Lumeon shall, where practicable and not prohibited by Applicable Law, notify Customer of any such requirement before such disclosure).

**6. ASSISTANCE WITH THE CUSTOMER'S COMPLIANCE AND DATA SUBJECT ACCESS RIGHTS**

6.1 Lumeon shall refer all Data Subject Requests it receives to Customer within ten (10) Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds ten (10) per calendar month, Customer shall pay Lumeon for all work, time, costs and expenses incurred by Lumeon or any Sub-Processor(s) in connection with all further Data Subject Requests in such month calculated on a time and materials basis at Lumeon's then-current rates.

6.2 Lumeon shall provide such assistance as Customer reasonably requires (taking into account the nature of processing and the information available to Lumeon) to Customer in ensuring compliance with Customer's obligations under Data Privacy Laws with respect to: (a) security of processing, (b) data protection impact assessments (as such term is defined in the Data Privacy Laws), (c) prior consultation with a Data Protection Supervisory Authority regarding high risk processing, and (d) notifications to the Data Protection Supervisory Authority and/or communications to Data Subjects by Customer in response to any Personal Data Breach; provided Customer shall pay Lumeon for all work, time, costs and expenses incurred by Lumeon or any Sub-Processor(s) in connection with providing the assistance in this clause 6.2, such charges to be calculated on a time and materials basis at Lumeon's then-current rates.

**7. INTERNATIONAL TRANSFERS**

7.1 Subject to clause 7.2, Customer hereby authorises Lumeon (or any Sub-Processor) to transfer Protected Data to any country or territory (including outside of the EEA and the United Kingdom) as is reasonably necessary for the provision of the Services.

7.2 In respect of Protected Data to which GDPR applies and which will in connection with the Agreement be transferred: (a) from an EU member state to a third country (which term includes, with effect from exit day, the United Kingdom unless applicable law provides otherwise) other than in accordance with an adequacy decision of the European Commission as to the laws of that country, and/or (b) from the United Kingdom to a country which is not an EU member state other than in accordance with regulations made by the Secretary of State of competent jurisdiction under the Data Protection Act 2018 as to the adequacy of the laws of that country, the parties agree that the standard contractual clauses issued under Commission Decision 2010/87/EU (the "SCCs") will apply (and are for that purpose hereby incorporated by reference into this agreement), where:

(i) Appendix 1 to the SCCs will be deemed to be populated as follows: (a) data exporter is

Customer and the data importer is Lumeon; (b) the categories of Data Subjects, the categories of Personal Data Subjects, the categories of Personal Data transferred (Including details of any sensitive or special categories of data which may be transferred) and the processing operations are as set out in APPENDIX 1 of this Schedule 3;

(ii) Appendix 2 to the SCCs will be populated by APPENDIX 2 of this Schedule 3;

(iii) the purpose of the processing will be the performance of the Agreement, the provision and receipt of the Services, and as set out in APPENDIX 1 of this Schedule 3, and

(iv) the "Illustrative Indemnification Clause" appended to the SCCs will not apply.

7.3 The provisions of the SCCs shall prevail over the Agreement to the extent of any conflict or inconsistency. The Agreement is not intended to amend the terms of the SCCs, and no term of the Agreement should be read or interpreted as having that effect.

7.4 Lumeon (and each Sub-Processor) is not obliged to make any unlawful transfer of Protected Data and shall not be liable to the extent that it (or any Sub-Processor) is delayed in or fails to perform any obligation under the Agreement due to: (a) there being no available valid Lawful Safeguard from time to time for any of the transfers authorised under the Agreement; or (b) Lumeon or any Sub-Processor declining to permit any transfer(s) on the basis it believes (acting reasonably) that the circumstances in this clause apply.

7.5 The Services Fees payable to Lumeon shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with clause 7.4.

**8. RECORDS INFORMATION AND AUDIT**

8.1 Lumeon shall maintain, in accordance with Data Privacy Laws applicable to it, written records of all categories of processing activities carried out on behalf of Customer.

8.2 Lumeon shall, in accordance with Data Privacy Laws, make available to Customer such information as is reasonably necessary to demonstrate Lumeon's compliance with its obligations under Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by Customer (or another auditor mandated by Customer) for this purpose, subject to Customer:

(a) giving Lumeon reasonable prior notice of such information request, audit and/or inspection being required by Customer;

(b) ensuring that all information obtained or generated by Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to a Data



Protection Supervisory Authority or as otherwise required by Applicable Law);

- (c) hereby agreeing that to the extent consistent with the generality of Lumeon's obligations set out above in this clause, Lumeon shall be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers;
- (d) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Lumeon's business, the Sub-Processors' businesses and the business of any customers of Lumeon or of any of the Sub-Processors; and
- (e) paying Lumeon for all work, time, costs and expenses incurred by Lumeon or any Sub-Processor(s) in connection with the provision of information and allowing for and contributing to inspections and audits, such charges to be calculated on a time and materials basis at Lumeon's then current rates.

## **9. BREACH NOTIFICATION**

- 9.1 In respect of any Personal Data Breach, Lumeon shall, without undue delay: (a) notify Customer of the Personal Data Breach, (b) provide Customer with details of the Personal Data Breach, and (c) reasonably cooperate with Customer to mitigate the effects and to minimise any damage resulting therefrom.

## **10. DELETION OR RETURN OF PROTECTED DATA AND COPIES**

- 10.1 Lumeon shall (and shall ensure that each of the Sub-Processors shall) delete the Protected Data (and all copies) within a reasonable time after the Processing End Date except to the extent that storage of any such data is required by Applicable Law (and, if so, Lumeon shall inform Customer of any such requirement and shall (and shall ensure any relevant Sub-Processor shall) securely delete such data promptly once it is permitted to do so under Applicable Law.
- 10.2 Lumeon shall promptly comply with any reasonable requests from time to time from Customer for the secure return or transfer of Protected Data to Customer within a reasonable amount of time, provided: (a) that Customer is not able to access the Protected Data itself through its use of the Services, (b) such request is received within ten (10) Working Days of the relevant Processing End Date; and (c) Customer shall pay Lumeon for all work, time, costs and expenses incurred by Lumeon or any Sub-Processor(s) in connection with such activity, such charges to be calculated on a time and materials basis at Lumeon's then-current rates.
- 10.3 For the avoidance of doubt, Customer has access to, and control of, the Protected Data its use of the Services. To the extent Customer, in its use of the Services, does not have the ability to access

or delete Protected Data through the Services, Lumeon shall comply with any reasonable and legally permissible requests made by Customer via the Lumeon support portal using the template made available on the website [www.lumeon.com](http://www.lumeon.com) to access or delete Protected Data in a reasonable period of time.

## **11. LIABILITY, INDEMNITIES AND COMPENSATION CLAIMS**

- 11.1 Customer shall indemnify and keep indemnified Lumeon in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, Lumeon and any Sub-Processor arising from or in connection with any: (a) non-compliance by Customer with the Data Privacy Laws, (b) processing carried out by Lumeon or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Privacy Law, or (c) breach by Customer of any of its obligations under clauses 2 to 12 (inclusive), except to the extent Lumeon is liable under clause 11.2.
- 11.2 Lumeon shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with the Agreement: (a) only to the extent caused by the processing of Protected Data under the Agreement and directly resulting from Lumeon's breach of clauses 2 to 12 (inclusive) of this [Schedule 3](#), and (b) in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any breach of the Agreement by Customer, including without limitation: (i) in accordance with clause 3.1(c) of this [Schedule 3](#), (ii) Customer downloading documents such as, but not limited to, reports, letters and Protected Data from the Services, (iii) Customer sending Protected Data to Authorised Users via a non-secure method, or (iv) Customer's use of Protected Data outside of the Services.
- 11.3 The parties agree that Customer shall not be entitled to claim back from Lumeon any part of any compensation paid by Customer in respect of such damage to the extent that Customer is liable to indemnify or otherwise compensate Lumeon in accordance with clause 11.1.
- 11.4 This clause 11 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except: (a) to the extent permitted by Applicable Law (including Data Privacy Laws), and (b) that it does not affect the liability of either party to any Data Subject.

## **12. SURVIVAL OF DATA PROTECTION PROVISIONS**

- 12.1 Clauses 2 to 9 (inclusive) and 13 shall survive expiry or termination (for any reason) of the Agreement and continue until no Protected Data remains in the possession or control of Lumeon or any Sub-Processor. The termination

or expiry of such clauses shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

12.2 Clauses 1 and 10 to 12 (inclusive) shall survive expiry or termination (for any reason) of the Agreement and shall continue indefinitely.

13. **DATA PROTECTION CONTACT**

13.1 The relevant party contacts for any notice required under this Schedule 3 are set out below:

- For Lumeon: [privacy@lumeon.com](mailto:privacy@lumeon.com)
- For Customer: the individual named in the Order Form

**APPENDIX 1**  
**DATA PROCESSING DETAILS**

Subject matter of processing:	the Services (including Support Services) provided under the Agreement.
Duration of the processing:	length of Term
Nature and purposes of the processing:	Lumeon will process the Protected Data in order to provide Services, including Support Services, in accordance with the Agreement.
Type of personal data:	email addresses, contact information (including address and phone number, IP address, location data, biometric data, genetic data, data concerning health.
Categories of Data Subjects:	patients, employees, agents, contractors of Customer, doctors, healthcare providers (that are individuals)
Special categories of Personal Data:	data concerning health, biometric data, genetic data
Sub-Processors:	<ul style="list-style-type: none"> <li>• Lumeon Affiliates with access to Protected Data located in the United Kingdom and the United States.</li> <li>• The following sub-processors have access to Protected Data: Looker, Healthcode, Text-Marketer, Caremotive, ePDQ.</li> </ul>

## APPENDIX 2

### TECHNICAL AND ORGANISATIONAL MEASURES

#### LUMEON RESPONSIBILITIES

In accordance with generally accepted industry practices and the specific requirements set out in this APPENDIX 2, Lumeon (and Lumeon Subcontractors) will establish and maintain the following security measures. Lumeon will notify Customer of any material changes to such measures that may impair or reduce the level of the security of the Services.

Lumeon shall ensure that, with respect to any Protected Data in its possession or control:

- such Protected Data is encrypted at rest and in transit using current state-of-the-art standard but no less than TLS1.1 standard;
- any data centre subcontracted to hold Protected Data uses commonly accepted industry security standards and holds a documented and recognised ISMS framework;
- any payment card processing Pass-Through Service has third party certification of its compliance with the PCI-DSS standard and will check at least annually that such certification is maintained;
- it provides data backup and a Disaster Recovery Plan in accordance with its data retention and disaster recovery policy;
- it makes (a) upon Customer's written request, and for additional costs, a two-factor authentication for logins to Authorised Users via the Services available. Two-factor authentication requires that all login attempts have both login credentials and a second authentication factor;
- Protected Data within its possession or control will not be stored or maintained on portable media or devices without Customer's prior written approval. In the event any such Protected Data is stored or maintained in a portable computer, tablet or portable endpoint device (e.g., a zip drive, USB hard drive, flash memory or thumb drive, portable SSD drive, mp3 player, smart phone (such as an iPhone, Android, Windows or Blackberry device) or on any other form of removable or transportable media (e.g., tape, diskette or CD-ROM), such Protected Data must be encrypted in accordance with all applicable legal and regulatory requirements, including use of strong cryptography;
- it will establish and maintain information security policies and controls for the facilities, network, and systems at each location that support the delivery of the Services. Such information security policies will describe Lumeon's information security requirements, responsibilities, roles, controls, and risk management practices pertaining to information protection, privacy, and site and internal security. Lumeon will comply with such information security policies and will enforce compliance by all Lumeon employees, agents and Lumeon Subcontractors that support the delivery of the Services, to the extent that such Services require the processing of Protected Data;
- the systems used to access, process and store Protected Data shall be operated in an environment equipped with security and monitoring, security alarm systems, and other reasonable measures designed to protect the security and integrity thereof;
- it shall maintain access controls that prevent the unauthorised access, disclosure or use of Protected Data including, without limitation, the following access controls: (a) limiting access to systems supporting the delivery of applicable Services to authorised personnel who have a need for such access for purposes of providing the applicable Services; (b) limiting access to any Protected Data stored or processed on such systems only for such access as necessary in order to provide the applicable Services; (c) identifying and associating each action taken with respect to any Protected Data with the individual who performed such action and maintaining logs documenting such actions; (d) revoking all access privileges of any Lumeon, employee, agent or Lumeon Subcontractor that no longer has reason to access the systems supporting the applicable Services; and (e) tracing any action performed with a surrogate user account such as Root, Administrator or Service Account to Lumeon personnel who have approved the use of such an account;
- it will utilize hardware and software firewalls configured in accordance with industry standard practices to minimize the risk of unauthorised access to Protected Data;
- the transfer, exchange or other communication of Protected Data requires Secure File Transfer Protocol (SFTP) or Secure Socket Layer (SSL) or similar secure mechanism. Strong authentication is required for any access initiated from outside the Customer network and may rely on devices, such as a VPN token or a certificate. All login streams (user ID and password) to systems on which Protected Data is stored must be encrypted, regardless of source or destination. All files sent by electronic transmission must be encrypted;
- it will not knowingly introduce any viruses, worms, Trojan horses, logic bombs, disabling code, or other malicious code into Lumeon systems or data ("**Malicious Code**"). Lumeon will implement reputable and industry standard virus detection/scanning program(s) to scan all files transmitted to Customer and all information systems used to provide the applicable Services. Lumeon shall continuously update such virus detection/scanning program(s) for the detection, prevention, and recovery to protect against Malicious Code and will also implement appropriate user awareness procedures;



- Protected Data transferred from servers/systems that are vulnerable to outside sources are to be encrypted in transit and at rest (i.e., when stored) by Lumeon. Users will only be permitted to connect to the systems that process or store Protected Data using secure web browsers supporting strong encryption;
- Lumeon will have and maintain processes for back-up of data containing Protected Data, image repositories and provisioned environments. The back-up storage infrastructure will be Lumeon-owned or Lumeon Subcontractor-owned equipment and media and will meet these the security requirements stated in this APPENDIX 2. The back-up storage infrastructure will be located in physically protected, limited access facilities located within the United Kingdom and be governed by the access controls and other security measures as set out in this APPENDIX 2;
- Lumeon will have and maintain a documented disaster recovery plan. In the event of a disaster, Lumeon will endeavour to promptly restore affected Services and to comply with any work and data restoration deadlines included in any agreements between the parties.

#### **CUSTOMER RESPONSIBILITIES**

Customer shall ensure that, with respect to any Protected Data it or its Authorised Users process or generate through the Services:

- its officers, employees and contractors, and its Authorised Users are provided with training on how to identify phishing emails, and do not click links or open attachments in suspicious emails;
- its officers, employees and contractors, and its Authorised Users comply with strong password security practices including but not limited to resetting passwords every ninety (90) days, and requiring that passwords be of a minimum length of eight to ten (8-10) characters; and
- its officers, employees and contractors, and its Authorised Users comply with its obligations relating to access of the Services (including with respect to unauthorised access) and clause [6.3](#) of the General Terms.