

siHealth Solution-as-a-Service (SaaS) License Agreement

ORDER FORM

Institution (“Customer”):	
Institution’s Postal Address:	Address: Country (“Territory”):
Effective Date of this SaaS License Agreement:	
Licensed Solution	siHealth’s “ExpoDose” digital solution, that is a Software-as-a-Service subscription for research purposes including: <ul style="list-style-type: none"> - the ExpoDose app for sun exposure monitoring of a group of app users (“end-users”); - the ExpoDose web-portal for the research institution to access and download the monitored sun exposure data (“staff users”).
Number of app’s end-users	20
Activated dosimeters (please select max 3 dosimeters)	UV-B Erythema Vitamin D UV-A UV-A1 UV-A2 Visible HEV (Blue) PpIX Photopic
Planes of incidence monitored	Standard (3 planes): <ul style="list-style-type: none"> - horizontal (“scalp”) - vertical (“face”) - normal (“shoulders”)
Monitoring mode (continuous or daily)	<input checked="" type="checkbox"/> Continuous (accumulated solar dose continuously monitored and sampled every 5 minutes during daytime) <input type="checkbox"/> Daily (accumulated daily solar dose based on sun exposure monitoring with 5 minutes frequency during daytime)
Standard or “blind” configuration for end-users	Number of end-users with standard configuration (i.e. dose values shown in app): Number of end-users with “blind” configuration (i.e. dose values <u>not</u> shown in app):
Number of Institution’s Authorised Staff Users	
Subscription Term (“Term”):	Duration (month/s): 6 months Start Date: End Date:
Subscription Fees:	GBP 9,000 + VAT
Billing Interval:	Payment dates: by 1 month before the service Start Date. <i>Note: service will not be activated until payment is received in full by siHealth.</i>

siHealth Ltd

Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, UK

Company Registration Number: 9176652

Company VAT Registration Number: GB 303 8383 15

e-mail: info@sihealth.co.uk web: www.sihealth.co.uk

Main Institution's Authorised User/s managing the license (name, surname, email):	
Institution's Authorised Staff Users accessing the web-portal (name, surname, email):	
Premium Services and related fee (if applicable)	Not Applicable
Training Services and related fee (if applicable)	Not Applicable
Contractual Notes and Special Terms applicable:	<p>For what concerns the data collected in the frame of this License as described in "Licensed Solution" (the "data"), the Customer hereby specifically agrees and commits to:</p> <ul style="list-style-type: none"> - don't distribute the data to any third-party; - use the data only for non-commercial research purposes; - don't copy, develop or use the data for reverse engineering with the scope to limit or infringe the intellectual property rights of siHealth; - do not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the data in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the data; - don't publish the data unless agreed in writing with siHealth, e.g. for scientific publications, public communications or presentations co-authored with siHealth. <p>The Customer is specifically allowed since the Effective Date to publish and present publicly its use of the Licensed Solution as well as screenshots or images of ExpoDose, under the condition that:</p> <ul style="list-style-type: none"> - siHealth, ExpoDose and at least one of their related websites (www.expodose.com and/or www.sihealth.co.uk) are all always mentioned in any publication or public communication performed by the Customer in relation to this License or the Licensed Solution. <p>Moreover, siHealth is hereby allowed by the Customer to mention the Customer itself (e.g. name, logo) and its use of the Licensed Solution in communications related to this License / Licensed Solution.</p>

This Agreement is entered into as of the Effective Date identified above between siHealth Ltd, with company number 09176652, having its registered office at Building R104, Rutherford Appleton Laboratory, Harwell Campus, Didcot, Oxfordshire, OX11 0QX, United Kingdom ("**siHealth**") and the organisation identified above ("**Customer**") pursuant to which siHealth shall grant to Customer a Licence to use the Licensed Solution identified above (the "**Solution**" or the "**Service**"), subject to and in accordance with the siHealth Licence Terms attached hereto as Schedule 1 and any and all additional schedules hereto. All capitalised terms shall have the meaning set forth in the siHealth Licence Terms.

siHealth is a company of the Flyby Group (the "group"), a corporate group controlled by Flyby S.r.l. (Livorno, Italy). The group operates worldwide, providing digital systems and services for supporting human decision-making in different sectors, such as Space, Energy, Security and Health & Wellness. siHealth has a direct subsidiary inside the group, siHealth Photonics S.r.l. (Company VAT Registration Number 01921110498 - Via A. Lampredi 45, Livorno, 57121, Italy). siHealth Photonics develops digital innovations for healthcare, with particular focus on the smart management of medical conditions through Image Processing and Artificial Intelligence techniques.

siHealth Ltd has a distribution agreement for the European Union (EU) market with siHealth Photonics, which is a different and separate entity belonging to the same corporate group (Flyby Group). Consequently, if the Customer is EU-based the invoice for the present agreement will be issued by siHealth Photonics Srl in Euro currency. For what concern the applicable data protection law, siHealth Photonics has been appointed as Data Processor by siHealth for what concerns the data reported in this agreement and the data related to the payments. If there is any conflict between the provisions of this Order Form or any of the attached Schedules, this Order Form shall take precedence.

Signed for and on behalf of **SIHEALTH LTD**

Signed for and on behalf of the **CUSTOMER**

Signature:

Signature:

Name: Emilio Simeone

Name:

Role: CEO

Role:

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SCHEDULE 1: SIHEALTH LTD'S SAAS LICENCE TERMS

The following terms shall govern the Services (as defined below).

1. Definitions and Interpretation

1.1 Capitalised terms not defined herein, shall have the following meanings:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, the Customer.

"Agreement" means this agreement between siHealth and Customer comprising the Order Form, these siHealth Licence Terms, and any and all additional schedules hereto.

"App" or "Mobile Application" means the mobile application (App) used by an End-User to access the Solution (if applicable), e.g. for the purpose of receiving personalised indications or for participating to a study.

"Authorised Users" means those employees or agents of the Customer who are authorised by the Customer to use the Services and Free Trial Users subject to any restrictions as detailed in the Order Form.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Confidential Information" has the meaning set out in clause 14.

"Contact Details" means name, telephone number and email address.

"Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a company or other entity or organisation, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

"Controller, Processor, Data Subject, Personal Data, personal data breach, Processing and appropriate technical and organisational measures" shall have the meaning as defined in the Data Protection Legislation.

"Customer Data" means the data submitted to the Solution by the Customer or by its Authorised Users either directly or indirectly excluding any Derived Data.

"Data Protection Legislation" means all applicable privacy and data protection laws, including the EU General Data Protection Regulation (Regulation 2016/679) (the **"GDPR"**), the Data Protection Act 2018 and any applicable national implementing laws, regulations and secondary legislation relating to the processing of Personal Data pursuant to this Agreement, as amended, replaced or updated from time to time.

"General Data Protection Management Policy for siHealth's Solutions" means the data protection management policy defined by siHealth that is generally applied to its digital solutions, that can be accessed at www.sihealth.co.uk/general-data-protection-management-policy or at a specific URL notified by siHealth to the Customer from time to time.

"Data Subject Request" means a Data Subject request to access, correct, amend, transfer or delete that person's Personal Data consistent with that person's rights under the Data Protection Legislation.

"Deliverables" means any specified bespoke work or materials created by siHealth as part of its provision of Premium Support Services or Training Services as described in the Order Form but excluding Solution (if applicable).

"Derived Data" means any data which is derived from the Customer's use of the Services or the Processing of Customer Data, which shall include statistical or aggregated data, but shall exclude any Customer's Personal Data.

"Effective Date" means the date identified as such on the Order Form.

"EULA for the Customer's Staff User" or "Terms of Use for the for the Customer's Staff User" means the End User Licence Agreement for the Customer's Staff that is accessible at any time on the Solution for a Customer's Staff User after accepting it at first login (if applicable).

"EULA for the End-User" or "Terms of Use for the End-User" means the End User Licence Agreement for the End-User that is accessible at any time on the Solution for an End-User after accepting it at first login (if applicable).

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“End-User” means a person involved in a study or pilot campaign, a patient, a potential patient, or a caregiver of a patient acting on a patient’s behalf of the Customer who uses the App (if applicable).

“Excluded Losses” has the meaning set out in clause 12.5.

“Force Majeure Event” has the meaning set out in Section 16.

“Free Trial Users” means users who register to use the Solution on a trial basis and are not required to pay the Subscription Fees for a limited time as stated in their registration (if applicable).

“Guidance” means those printed or online instructions, user manuals, guidance videos and diagrams distributed or otherwise provided by siHealth including the System Requirements Document (as may be updated from time to time and made available to the Customer) that pertain to the Solution or use of the Services (if applicable).

“Insolvency Event” means, with respect to a Party, (a) entering into a composition or arrangement with its creditors other than for the sole purpose of a solvent reconstruction; (b) an inability to pay its debts as they become due; (c) a person becoming entitled to appoint or appointing a receiver or an administrative receiver over that Party’s assets; (d) a creditor or encumbrancer attaches or takes possession of the whole or any part of that Party’s assets which is not discharged within 14 days; or (e) any event occurs, or proceeding is taken, in any jurisdiction that has an effect equivalent or similar to any of the events mentioned in (a) to (d) above.

“Intellectual Property Rights” means patents, rights to inventions, copyright and neighbouring and related rights, trade marks, goodwill and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Party” means a party to this Agreement, being either siHealth or Customer, and **“Parties”** means both of them.

“Premium Support Services” means, where requested by the Customer, the Premium Support Services set out in the Order Form in connection with the Solution, subject to the terms of this Agreement (if applicable).

“Premium Support Services Fees” means the fees identified as such on the Order Form payable by the Customer to siHealth for use of the Premium Support Services (if applicable).

“Privacy Policy” means the Solution’s Privacy Policy which is accessible at www.sihealth.co.uk/privacy-policy-expodose or at a specific URL notified by siHealth to the Customer from time to time.

“Renewal Term” means the period defined as such in clause 11.1.

“Services” means the Subscription Services, Training Services and any Premium Support Services delivered under this Agreement (as far as applicable).

“Site” means the online website of the Solution, which includes the Web-Portal used by the Customer’s staff for accessing their password-protected dedicated area on the Solution (if applicable).

“SLA” means the service level agreement described in Section 16.

“Solution” means the software solution identified in the Order Form and delivered as Solution-as-a-Service (SaaS), possibly including an interface for the Customer’s staff (the Site) and/or an interface for the End-User (the App).

“Subscription Fees” means the subscription fees identified as such on the Order Form payable by the Customer to siHealth for use of the Subscription Services (if applicable).

“Subscription Services” means access to the Solution delivered by siHealth (as identified in the Order Form) in return for the Subscription Fees.

“Term” has the meaning set forth in clause 11.1.

“Termination” means the period defined as such in clause 11.1.

“Territory” means that territory or those territories identified as such on the Order Form.

“Training Services” means the training services described in the Order Form (if applicable).

“Training Services Fees” means the fees identified as such on the Order Form payable by the Customer to siHealth for use of the Training Services (if applicable).

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“**Training Services Material**” means the training services material provided as part of the Training Services (if applicable).

“**Virus**” means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data or the user experience, including worms, Trojan horses, viruses and other similar things or devices.

“**Web-Portal**” means the password-protected area on the Site through which Customer’s Authorised Users access the Solution (if applicable).

- 1.2 In this Agreement: (a) clause, schedule and paragraph headings shall not affect the interpretation of this Agreement; (b) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (c) a reference to writing or written includes e-mail; (d) references to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement; (e) any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Access to Services

- 2.1 Subject to the Customer paying the Subscription Fees in accordance with this Agreement siHealth hereby grants to the Customer a non-exclusive, non-transferable, non-sub licensable right to permit its Authorised Users to use the Subscription Services in the Territory during the Term in accordance with the Agreement.
- 2.2 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that is unlawful, harmful, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. siHealth reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer’s, or any Authorised User’s, access to any material that breaches the provisions of this clause.
- 2.3 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, and except to the extent expressly permitted under this Agreement, the Customer shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Solution in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Solution.
- 2.4 The Customer shall not, and shall not attempt to: (a) access all or any part of the Solution in order to build a product or service which competes with the Subscription Services; (b) subject to clause 13.1, make the Solution or any Deliverables available to any third party except to its Authorised Users, or (c) attempt to obtain, or assist third parties in obtaining, access to the Service, other than as provided under this clause 2.
- 2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and, in the event of any such unauthorised access or use, promptly notify siHealth. Each Authorised User shall keep a secure password for his or her use of the Subscription Services and that each Authorised User shall keep his or her password confidential.
- 2.6 The Customer acknowledges that the uploading and processing of excessive amounts of data to the Subscription Services may cause disruption to the functionality of the Solution. Accordingly, the Customer agrees not to upload excessive quantities of data to the Subscription Services. Further the Customer shall not exceed the Maximum Number of Photographs Uploaded limit as set out in the Order Form. If siHealth reasonably considers the Customer to be in breach of this clause they may (a) suspend the Customer’s access to the Subscription Services. Subscription Fees shall not be payable during this suspension.
- 2.7 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any Affiliate.

3. Free Trial Users

- 3.1 siHealth will make the Subscription Services available to the Free Trial Users on a trial basis free of charge until the earlier of (a) the end of the free trial period agreed between the Parties, (b) the commencement date of the Subscription Services purchased by the Customer, or (c) termination by siHealth in their sole discretion.
- 3.2 Free Trial Users shall be bound by the terms of this Agreement.

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- 3.3 Any data the Free Trial Users enter into the Solution during the Free Trial will be permanently lost for the Free Trial User at the end of the Free Trial unless the Free Trial Users enter into an agreement to purchase the Subscription Services, or exports such data before the end of the Free Trial.
- 3.4 During the Free Trial the Subscription Services are provided “as-is” without any warranty and siHealth shall have no indemnification obligations with respect to the services for the Free Trial period. Without limiting the foregoing, siHealth does not represent or warrant to Free Trial Users that: (a) use of the Subscription Services during the free trial period will meet their requirements, (b) use of the Subscription Services during the free trial period will be uninterrupted, timely, secure or free from error, and (c) usage data provided during the free trial period will be accurate. Notwithstanding anything to the contrary in clause 12.4, Free Trial Users shall be fully liable under this Agreement to siHealth for any damages arising out of their use of the Subscription Services during the free trial period, any breach by them of this Agreement and any of their indemnification obligations hereunder.

4. Premium Support Services

- 4.1 Where agreed in the Order Form, or as agreed in writing at any point during the Term, and in consideration for the Fees paid by the Customer, siHealth shall provide the Premium Support Services and any agreed Deliverables with reasonable skill and care.
- 4.2 Unless otherwise agreed, Premium Support Services shall be provided from siHealth’s own premises in person and/or by e-mail and/or by telephone/telecon. Where provided at other locations, additional expenses may be incurred by prior agreement.

5. Customer Data and Derived Data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data. No warranty is given by the Customer in relation to the Customer Data.
- 5.2 siHealth shall own all rights, title and interest in and to all of the Derived Data, processed as described in the Data Protection Management Policy for siHealth’s Solutions.
- 5.3 siHealth may use the Customer Data to improve the performance and functionality of the Solution or develop improvements, updates, upgrades, modifications and derivative works thereof subject to clause 12.5 below .
- 5.4 siHealth may track and analyse the Customer’s and any Authorised User’s use of the Solution for the purposes of security and to help siHealth improve the Services and the Solution.
- 5.5 Except as stated in clause 5.6 below, the Customer shall ensure that the Customer Data is uploaded to the Solution in an anonymised and/or aggregated form and shall not contain any Personal Data, except as described in clause
- 5.6 If siHealth should inadvertently receive any Personal Data from the Customer it will (a) promptly notify the Customer, (b) follow the Customer’s instructions regarding the return or destruction of such information and (c) use all reasonable endeavours to protect the privacy and security of such information.
- 5.7 The Customer shall ensure, in compliance with applicable Data Protection laws, that any Personal Data submitted by an Authorised User to the Solution via the Portal shall be limited to an Authorised User’s Contact Details. siHealth will process the Authorised User’s Contact Details in accordance with the Privacy Policy. siHealth will (a) be responsible for the proper and safe handling, storage and use of the said Personal Data, and in accordance with the Data Protection Legislation; and (b) not transfer the said Personal Data outside of the UK except with the prior written consent of the Customer and in compliance with the Data Protection Legislation. The Customer shall also ensure, that any End User’s Contact Details will be processed in accordance with applicable Data Protection laws.
- 5.8 The Customer acknowledges that it has read the Privacy Policy and shall ensure it is brought to the attention of its Authorised Users.
- 5.9 The Customer shall indemnify and hold harmless siHealth from and against all losses, damages, liabilities and claims, arising from or in relation to any third party claims due to a breach of clause 5.7 or that the processing and use of the Customer Data in accordance with this Agreement infringes or misappropriates any third party rights or breaches Data Protection Legislation. This indemnity shall be limited to an amount of £250,000.

6. siHealth’s Obligations

- 6.1 siHealth shall (a) provide the Services to the Customer on and subject to the terms of this Agreement; and (b) make the Solution available in accordance with the SLA, and (c) provide the levels of support set out in the SLA.
- 6.2 siHealth shall not be liable for any breach of its obligation in clause 6.1(b) to the extent any non-conformance with

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the SLA is caused by use of the Solution contrary to siHealth's instructions, or modification or alteration of the Solution by any party other than siHealth or siHealth's duly authorised contractors or agents. Notwithstanding the foregoing: (a) the Customer acknowledges and agrees that the Subscription Services will evolve over time and that functionality may be added and removed from time to time; (b) siHealth does not warrant that the Customer's use of the Solution will be uninterrupted or error-free where the Solution is interrupted or contains errors which prevents the Customer's use of the Services Fees shall not be payable during this time or will be refunded to the Customer proportionately, In the event the Solution continues to be interrupted or contains errors for a period of 30 days after siHealth being notified by the Customer, the Customer may Terminate this Agreement in accordance with clause 11.2; or that the Solution and/or the information obtained by the Customer through the Solution will meet the Customer's requirements; and (c) subject to the terms of the SLA, siHealth is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Subscription Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 This Agreement shall not prevent siHealth from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7. Customer's Obligations

7.1 The Customer shall provide siHealth with all necessary co-operation in relation to this Agreement and all necessary access to information as may be required by siHealth to fulfil its obligations under this Agreement, including granting siHealth full and unrestricted access to Customer's account in order to provide support or fix any errors. The Customer shall be responsible for setting the access rights for each of its Authorised Users and shall carry out all of its responsibilities in this Agreement in a timely and efficient manner.

7.2 The Customer shall:

7.2.1 ensure that all its Authorised Users' use the Services strictly in accordance with this Agreement; and

7.2.2 be responsible for any Authorised User's breach of this Agreement.

7.3 The Customer shall ensure that it and all its Authorised Users use the Services and Solution in accordance with the Guidance.

7.4 In the event that the Customer enters into the Agreement and purchases the Services through the Site then it shall ensure that the person that purchases the Services in this way has the authority to bind the Customer.

7.5 The Customer shall ensure that its network and systems comply with the relevant specifications provided by siHealth from time to time necessary for the operation of the Service, and shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to siHealth' data centres.

7.6 The Customer is solely responsible for creating an End-User account and communicating the password details of such account to the End-User securely and shall not provide any of these details to siHealth.

7.7 The Customer shall procure that an End-User complies with the terms of the EULA prior to its use of the Solution for the purposes of receiving any information related to the management of his/her condition.

8. Fees and Payment

8.1 The Customer shall pay the Subscription Fees, the Premium Support Services Fees if applicable and the Training Services Fees if applicable (together "**the Fees**") set out in the Order Form in accordance with this clause 8.

8.2 siHealth shall invoice the Customer for the Fees in accordance with the Billing Interval (as defined in the Order Form) and the Customer shall pay each invoice within thirty (30) days after the date of such invoice. siHealth Ltd has a distribution agreement for the European Union (EU) market with siHealth Photonics Srl (Company VAT Registration Number 01921110498 - Via A. Lampredi 45, Livorno, 57121, Italy), which is a different and separate entity belonging to the same Italian corporate group (Flyby Group). Consequently, if the Customer is EU-based the invoice for the present agreement will be issued by siHealth Photonics Srl in Euro currency. For what concern the applicable data protection law, siHealth Photonics Srl has been appointed as Data Processor by siHealth Ltd for what concerns the data related to the payments.

8.3 If siHealth, or siHealth Photonics Srl, has not received payment of any Fees by the due date, and without prejudice to any other rights and remedies of siHealth, siHealth may, without liability, disable the Customer's and its Authorised

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Users' passwords, accounts, access to all or part of the Services and the provision of the Premium Support Services and of the Training Services until the invoice(s) concerned are paid in full. Interest shall accrue on a daily basis on any overdue amounts at an annual rate equal to 5% above the Bank of England's base rate, commencing on the due date and continuing until fully paid, whether before or after judgment.

- 8.4 Subscription Fees are payable in the currency detailed in the Order Form and are non-cancellable and non-refundable. Subscription Fees are stated exclusive of value added tax, which shall be added to the relevant invoice(s) at the appropriate rate where relevant.

9. Compliance with Laws and Regulations

- 9.1 The Customer shall comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement.

10. Intellectual Property Rights

- 10.1 As between the Parties, all Intellectual Property Rights in and to the Solution and the Derived Data, the Guidance, the Subscription Services, the Premium Support Services and the Training Services shall belong to, and remain vested in, siHealth at all times.
- 10.2 To the extent that the Customer's or the Authorised User's use of the Subscription Services or any work produced in the course of the Premium Support Services and of the Training Services results in any modifications, adaptations, developments, or any derivative works of or to the Solution or the operation of the Solution ("**Improvements**"), then notwithstanding any rights or remedies of siHealth under clause 10.1 above, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by siHealth.
- 10.3 siHealth makes no representation or warranty as to the validity or enforceability of the Intellectual Property Rights in the Solution.
- 10.4 siHealth shall defend Customer against any third party claims that the use of the Subscription Services in accordance with this Agreement infringes any third party Intellectual Property Right in the Territory and shall indemnify Customer for and against any amounts awarded against Customer in judgment or settlement of such claims, provided that (i) siHealth is given prompt notice of such claim; (ii) Customer provides reasonable co-operation to siHealth in the defence and settlement of such claim, at siHealth' expense; (iii) siHealth is given sole authority to defend or settle the claim; and (iv) Customer makes no admission of liability or fault itself or on behalf of siHealth.
- 10.5 In the defence or settlement of any claim pursuant to clause 10.4 above, siHealth may at its sole option and expense either:
- 10.5.1 procure for the Customer the right to continue using the Subscription Services in the manner contemplated by this Agreement,
 - 10.5.2 replace or modify the Solution or Subscription Services as applicable so that it becomes non-infringing, or
 - 10.5.3 terminate this Agreement forthwith by notice in writing and without liability to Customer.
- 10.6 siHealth shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 10.4 if the alleged infringement is based on: (i) modification of the Solution by anyone other than siHealth; or (ii) Customer's or any Authorised User's use of the Solution otherwise than in accordance with this Agreement or in a manner contrary to the instructions given to Customer by siHealth in connection therewith; or (iii) Customer's or any Authorised User's use of the Solution after notice of the alleged or actual infringement from siHealth or any appropriate authority; or (iv) use or combination of the Solution with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred.
- 10.7 Customer shall defend siHealth against all or any costs, claims, damages or expenses incurred by siHealth in respect of any third party claims relating to the Customer's or any Authorised User's use of the Subscription Services otherwise than in accordance with this Agreement, provided that (i) Customer is given prompt notice of such claim; (ii) siHealth provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer's expense; and (iii) Customer is given sole authority to defend or settle the claim; and (iv) siHealth makes no admission of liability or fault itself or on behalf of Customer.

11. Term and Termination

- 11.1 This Agreement shall commence as of the Effective Date and, unless terminated sooner as provided herein, shall continue for the Term as identified in the Order Form. If the Customer seeks to terminate the Agreement during the Term, then no refund would be processed for the unused proportion of the term.

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- 11.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if: (i) the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than ten (10) Business Days after being notified in writing to make such payment; or (ii) if the other Party commits a material breach of any terms of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within ten (10) Business Days after being notified in writing to do so; or (iii) the other Party suspends, ceases, or threatens to suspend or cease carrying on its business or a substantial part thereof, or suffers an Insolvency Event.
- 11.3 Without prejudice to any other rights or remedies hereunder to which siHealth may be entitled, if siHealth knows or has reasonable grounds to suspect that the Customer is acting in breach of its obligations under this Agreement (including failure to pay Subscription Fees), siHealth may notify the Customer in writing accordingly and may suspend the Services until such breach can be remedied or until siHealth is satisfied, acting reasonably, that its suspicions are unfounded.
- 11.4 On Termination of this Agreement for any reason (a) all licences and all the Services granted under this Agreement shall immediately terminate; each party shall return and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other Party; and (b) any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

12. Limitation of Liability

- 12.1 This clause 12 sets out the entire financial liability of siHealth to the Customer arising under or in connection with this Agreement, in respect of any use made by the Customer or its Authorised Users of the Service; and in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2 Except as expressly and specifically provided in this Agreement, the Customer assumes sole responsibility for results obtained by its Authorised Users from the use of the Service, and for conclusions drawn from such use. siHealth shall have no liability for any damage caused by errors or omissions in any information, or any actions taken by siHealth at the Customer's direction. No other party is entitled to rely on siHealth' reports for any purpose whatsoever, and siHealth disclaims any responsibility to any such third party who has had communicated to him or her the information or advice provided by or on behalf of siHealth to the Customer.
- 12.3 Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and the Solution, the Services and any information provided by or on behalf of siHealth are provided to the Customer on an "as is" basis.
- 12.4 Nothing in this Agreement excludes either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.
- 12.5 siHealth shall bear all responsibility regarding its use of the Customer Data, other than as performed in terms of this Agreement, and shall, without limitation, indemnify, defend and hold harmless the Customer against any and all claims, expenses, losses, damages, or liabilities arising from any third party claim brought against the Customer relating to any breach of this Agreement by siHealth, including breach or misstatement of representations and/or warranties made under this Agreement.
- 12.6 Subject to clause 12.4 and 12.5 siHealth shall not be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable, loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused or contributed to by any employee, agent, contractor or representative of the Customer, loss caused as a result of the Services being unavailable as a result of planned downtime for the Services as notified to the Customer, loss arising from any failure of the Customer's infrastructure and/or utilities, loss caused as a result of the Services being unavailable caused by a Force Majeure Event, loss caused by the failure or delay of any third party application or service or network, however arising under this Agreement ("**Excluded Losses**"). siHealth' entire, aggregate liability in contract, tort (including negligence) arising out of or relating to this Agreement shall be limited to the lesser of: (i) the total Fees paid during the twelve (12) months immediately preceding the date on which the claim arose, or (ii) twenty five thousand pounds.

13. Assignment

- 13.1 The Customer shall not, without the prior written consent of siHealth, assign, transfer, charge, sub-contract or deal

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in any other manner with all or any of its rights or obligations under this Agreement. siHealth may, on notice to the Customer assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14. Confidential Information and Publicity

- 14.1 “**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by one Party or its employees, officers, representatives or advisers (together “**Representatives**”) to the other Party and the other Party’s Representatives whether before or after the Effective Date, including the terms of this Agreement; the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, the operations, processes, product information, know-how, technical information or trade secrets of the disclosing party.
- 14.2 Confidential Information of the disclosing party shall not include information which (i) is or becomes generally available to the public, other than as a result of a disclosure by the receiving party or any of its Representatives; (ii) has been rightfully received by the receiving party from a third party without confidentiality restrictions; (iii) has been independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.; or (iv) the Parties agree in writing is not confidential or may be disclosed.
- 14.3 The Confidential Information of the disclosing party will be kept confidential and will not be disclosed or divulged by the receiving party to anyone except with the disclosing party’s prior written permission, or as may be required by law or by the order or demand of a court or government agency or authority.
- 14.4 Notwithstanding the foregoing, the receiving party may disclose the disclosing party’s Confidential Information to the receiving party’s Representatives who need to review such Confidential Information pursuant to this Agreement, so long as they are bound by confidentiality obligations no less restrictive than those in this clause 14. The receiving party shall be liable for any breach of these confidentiality obligations by their Representatives.
- 14.5 Upon expiration or earlier termination of this Agreement for any reason, the receiving party will return to the disclosing party or destroy (at the disclosing party’s sole discretion) all Confidential Information of the disclosing party and all copies thereof (except that Customer may retain any Confidential Information needed to fulfil orders then pending as contemplated by this Agreement only until such orders are fulfilled and then must return or destroy, at siHealth’ sole discretion, all Confidential Information) and, upon the written request of the disclosing party, an authorised officer of the receiving party will certify in writing to the disclosing party that the receiving party has complied with this clause. In such event, the receiving party will continue to be bound by this clause 14.
- 14.6 Notwithstanding the foregoing, the Customer permits siHealth to identify the Customer as a client. To this end, the Customer grants siHealth a perpetual, non-exclusive, royalty-free and non-transferable licence during the Term of the Agreement for siHealth to use the Customer’s logo, name and branding on the Site and in any marketing and publication materials. The Customer also agrees to participate in a case study to be published on the Site, the particulars of this case study will be agreed between the Parties.

15. Independent Contractor

- 15.1 The relationship between the Parties is that of independent contractors and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the Parties hereto nor authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

16. Miscellaneous

- 16.1 Conflict: In the event of any conflict between the Order Form, these siHealth Licence Terms or any other Schedules hereto, the provisions of the Order Form shall prevail.
- 16.2 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all prior and contemporaneous agreements, negotiations, promises, assurances, warranties, understandings and representations between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.3 Amendment: Except where stated otherwise, this Agreement may not be amended or otherwise modified, and no variation of this Agreement shall be effective unless it is in writing signed by the Parties or their authorised representatives.

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- 16.4 Waiver: A waiver by any Party of any of its rights hereunder shall not be binding unless in writing signed by an authorised representative of the Party expressly waiving such rights. The non-enforcement or waiver of any provision on any occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing.
- 16.5 Severability: If any provision or part-provision of this Agreement becomes or is held invalid, illegal, or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16.6 Rights and Remedies: Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.7 Force Majeure: Neither Party shall in any circumstances be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, beyond its reasonable control, including, without limitation, strikes, acts of God, war, terrorism, riot, denial of service attacks, epidemic, pandemic or compliance with any law or governmental order (“Force Majeure Event”). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, the Party not affected may terminate this Agreement by giving thirty (30) days' written notice to the other Party.
- 16.8 Service Level Agreement (SLA): siHealth will use reasonable endeavours to ensure that the Services are available through the Term, but siHealth cannot guarantee that the Services will be available at all times. The siHealth's obligations and liability with respect to the availability of the Services provided can be found at www.sihealth.co.uk/service-level-agreement or at a specific URL notified by siHealth to the Customer from time to time.
- 16.9 Third Party Rights: No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.10 Notices: Any notice given to a Party under or in connection with this contract shall be in writing and shall be deemed to have been received: (i) if delivered by hand at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and (iii) if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- 16.11 Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of England and the Parties agree that the English courts shall have exclusive jurisdiction.