

iPlato Healthcare Ltd (“iPlato”) – STANDARD TERMS OF SERVICE:

1 Provision of Services

- 1.1 These Standard Terms of Service shall apply to the supply of goods or services by or on behalf of iPlato in the following circumstances: i) these Standard Terms of Service are expressly referred to in respect of the relevant order (including, within an invoice); or ii) any goods or services are delivered in the absence of a separate formal agreement being in effect between the relevant parties.
- 1.2 For the avoidance of doubt, if the parties have entered into a separate formal agreement for the delivery of the relevant goods or services (or both) or iPlato has provided any alternative terms and conditions then those terms shall apply.
- 1.3 By signing or acknowledging receipt of an order form, quotation, framework agreement, addendum to a framework agreement, renewal or service agreement you agree to the following terms and conditions (the “Agreement”) governing your use (or anyone you represent pursuant to clause 1.4’s use) of iPlato’s or its supplier’s technology platforms/services (licensed or unlicensed) and/or the receipt of any general or specific consultancy/professional services provided with or separately to such technology platforms/services (the “Service”).
- 1.4 If you are entering into this agreement on behalf of an organisation, association or any other entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” and “yours” shall refer to such entity.
- 1.5 iPlato will provide you with, or procure the provision to you of, the Service, including where appropriate a browser interface and data encryption, transmission, access and storage. The earlier of your registration for, receipt of or use of the Service shall be deemed to be your agreement to abide by this Agreement including any materials either provided to you by or on behalf of iPlato or available on the iPlato website incorporated by reference herein.

2 Confidentiality

- 2.1 The parties acknowledge that each party (the “Receiving Party”) may obtain confidential and sensitive Confidential Information from the other (“Disclosing Party”) pursuant to this Agreement. Information that the Receiving Party already knew, that becomes public through no fault of the Receiving Party, that was independently developed by the Receiving Party, or that was lawfully given to the Receiving Party by a third party shall not be subject to this clause. The parties agree that they shall keep confidential all Confidential Information, disclosed to each other during the term of this Agreement and for a period of three (3) years following its termination or expiration. On termination or expiry of this Agreement or the relevant Order Form for whatever reason, the parties shall cease to use the Confidential Information, which shall be kept secure and returned to the Disclosing Party or the Receiving Party shall (at the Disclosing Party’s request) destroy or permanently erase all Confidential Information in its possession or control. Each party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other party of the provisions of this clause. Accordingly, either party shall be entitled to seek an injunction or other equitable remedy for any threatened or actual breach of this clause, without prejudice to any other rights and remedies which that party may have.

3 License Grant & Restrictions

- 3.1 Where you are the intended recipient of one or more system, service or Enterprise Licences/Subscriptions iPlato hereby grants to you, or procures the grant to you of, a non-exclusive, non-transferable, right to receive or use the Service, solely for your own internal business purposes (which includes the provision of services by any organisation run by or affiliated with you), subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by iPlato or its suppliers.
- 3.2 Unless specifically agreed to by iPlato you shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet “links” to the Service or “frame” or “mirror” any Content on any other server or wireless or

Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

- 3.3 Where appropriate, specific Site licenses for technology platforms/services cannot be shared or used by more than one individual Site but may be reassigned from time to time to new Sites who are replacing former Sites who have terminated use of or no longer use the technology platforms/services. This section does not apply to “Enterprise Licences”.
- 3.4 Where applicable licences for technology services/platforms may include Unlimited Messaging. In such instances this variation will be specifically stated in the customer order form, customer contract or both (the “Customer Agreement”). In the absence of such an explicit mention then the Unlimited Messaging upgrade will not apply. A Fair Use Cap will apply to all licences that included an Unlimited Messaging upgrade. Where applicable the specific terms including the costs of usage above a fair use cap will be defined in the Customer Agreement. In the absence of a discreet definition in the Customer Agreement then the default provisions will apply being: 12 messages per patient, per annum, calculated at a practice or site level and prorated where appropriate if the licence period is not a full calendar year, suspension of Service when the Fair Use Cap is reached.
- 3.5 You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorised access to the Service or its related systems or networks.
- 3.6 Your use of any software associated with the Service will be governed by the terms and conditions of the end user license agreement (“EULA”) accompanying such software. iPlato or its suppliers reserves all rights to such software not expressly granted to you in this Agreement. Such software is protected by copyright and other intellectual property laws and treaties.
- 3.7 iPlato owns or has the right to grant a licence to the title, copyright, and other intellectual property rights in such software, and such software is licensed, not sold on the terms of the Agreement.
- 3.8 You will not disassemble, decompile, or reverse engineer, such software, except and only to the extent that such activity is expressly permitted by applicable law.
- 3.9 iPlato or its suppliers may automatically check your version of such software and may automatically download upgrades to such software to your computer to update, enhance and further develop the Service.

4 Applicability of Agreement

- 4.1 With the exception of the exclusion detailed in 4.2 below this Agreement applies to all technology platform/service licences and associated services provided to you by or on behalf of iPlato whether they be initial licences and services, renewals and/or subsequent expansion of existing framework agreements.
- 4.2 myGP® is an App developed for the exclusive use of patients. It is provided free of charge and distributed directly to patients by iPlato through the Android and Apple App stores. Patients choose whether or not they wish to use the App and it is available to all UK registered patients. The provision of myGP® by iPlato to patients is not included in and does not form a part of any of the Services provided to you by or on behalf of iPlato pursuant to this Agreement.

5 Your Responsibilities

- 5.1 Where applicable you are responsible for all activity occurring under your User accounts and shall abide by all applicable local, national and foreign laws, treaties and

regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

- 5.2 You shall: (i) notify iPlato immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (ii) report to iPlato immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another person or provide false identity information to gain access to or use the Service.

6 Data Protection

- 6.1 Where iPlato is processing personal data on behalf of you pursuant to the provision of the Services (for example relating to patient data), the parties shall enter into a separate Data Processing Agreement governing such processing.

7 Account Information and Data

- 7.1 iPlato does not own any data, information or material that you submit to the Service in the course of using the Service or which iPlato or its suppliers may access from your IT systems in the course of setting up and/or making the Service available to you (including, where relevant, patient data in any Data Processing Agreement entered into pursuant to clause 6) ("**Customer Data**").
- 7.2 You, not iPlato nor its suppliers, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and iPlato shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.
- 7.3 Customer Data specifically excludes data collected by iPlato or its suppliers directly from patients who utilise ancillary iPlato or other products, services or Apps that may be aligned with or provided directly to patients in conjunction with the Service (including myGP®).
- 7.4 In the event this Agreement is terminated (other than by reason of your breach), iPlato will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. iPlato reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and iPlato and any of iPlato's suppliers shall have no obligation to maintain or forward any Customer Data.
- 7.5 Intellectual Property Ownership
- 7.6 iPlato shall own all right, title and interest, including all related Intellectual Property Rights, in and to: (i) the iPlato Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service (including all services and technologies either owned by or licensed to iPlato); (ii) the iPlato name, the iPlato logo, and the product names associated with the Service, including the myGP® App are trademarks of iPlato; and (iii) any data or information falling under clause 7.3. No rights are granted in and to any such items save for the limited licence set out in clause 3.
- 7.7 You shall own all right, title and interest including all related Intellectual Property Rights in and to the Customer Data.

8 Charges and Payment of Fees

- 8.1 You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.
- 8.2 If applicable, you are responsible for paying for all Enterprise and/or Site licenses ordered for the entire License Term and subsequent renewal periods, whether or not such Site licenses are actively used. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii)

licenses added in the middle of a billing month will be charged in full for that billing month.

- 8.3 iPlato reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by email.
- 8.4 All pricing terms are confidential, and you agree not to disclose them to any third party.

9 Billing and Renewal

- 9.1 Generally, iPlato charges and collects in advance for the use and or provision of the Service. With respect to expiring licences but always subject to your explicit agreement iPlato will renew and bill you in advance (or such date as is otherwise mutually agreed upon) for all expiring licenses. The renewal charge will be the license fee in effect upon renewal and for subsequent licence periods thereafter.
- 9.2 In some instances, iPlato charges for the Service in arrears. In these instances, iPlato will bill you at the end of the licence period.
- 9.3 Fees for other services will be charged on an as-quoted basis.
- 9.4 iPlato's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
- 9.5 You agree to provide iPlato with complete and accurate billing and contact information. This information includes your legal entity name, street address, email address, and name and telephone number of an authorised billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, iPlato reserves the right to terminate your access to the Service in addition to any other legal remedies.

10 Non-Payment and Suspension

- 10.1 In addition to any other rights granted to iPlato herein, iPlato reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 2% above the base rate of National Westminster Bank Limited on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for all licenses during any period of suspension.
- 10.2 If you or iPlato initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that iPlato may bill you for such unpaid fees.
- 10.3 iPlato reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that iPlato has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11 Termination upon Expiration/Reduction in Number of Licenses

- 11.1 Unless as otherwise specified in contractual documentation, this Agreement commences on the initial Order Date.
- 11.2 Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of commencement of the following term. In the event this Agreement is terminated (other than by reason of your breach), iPlato will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that iPlato has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12 Termination for Cause

- 12.1 Any breach of your payment obligations or unauthorised use of any iPlato Technology or the Service will be deemed a

material breach of this Agreement. iPlato, in its sole discretion, may terminate, or procure termination of your account or use of the Service if: (a) you breach or otherwise fail to comply with this Agreement; (b) you become insolvent or have an administrator or administrative receiver appointed over the whole or any part of its assets or go into liquidation (whether compulsory or voluntary) otherwise than for the purposes of a bona fide amalgamation or reconstruction or shall make any agreement with its creditors or have any form of execution or distress levied upon its assets or cease to carry on business; or (c) in the event that you undergo a corporate Change in Control. Change in Control shall only mean any merger, consolidation, sale of assets or other similar transaction or series of transactions involving the company whereby over 50% of the voting rights, or the legal power to direct or cause the direction of the general management, are controlled by a new party that is unacceptable to the iPlato.

12.2 You agree and acknowledge that neither iPlato nor its suppliers have any obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 20 days of notice of such breach.

13 Representations & Warranties

13.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement. iPlato represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with iPlato's or its suppliers' documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service.

14 Mutual Indemnification

14.1 You shall indemnify and hold iPlato, its subsidiaries, group companies, affiliates, suppliers, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that iPlato (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release iPlato of all liability and such settlement does not affect iPlato's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

14.2 iPlato shall indemnify and hold you and your affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the date this Agreement takes effect, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by iPlato of its representations or warranties; or (iii) a claim arising from breach of this Agreement by iPlato; provided that you (a) promptly give written notice of the claim to iPlato; (b) give iPlato sole control of the defence and settlement of the claim (provided that iPlato may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to iPlato all available information and assistance; and (d) have not compromised or settled such claim.

15 Disclaimer of Warranties

15.1 Other than as set out in section 14.1, iPlato makes no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the service or any content. iPlato does not represent or warrant that (A) The use of or provision of the

Service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data OR (B) the Service will meet your requirements or expectations. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise are hereby disclaimed to the extent of the applicable law.

16 Internet Delays

16.1 The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. iPlato is not responsible for any delays, delivery failures or other damage resulting from such failures.

17 Limitation of Liability

17.1 Neither party excludes or limits any liability for: (a) death or personal injury to the extent caused by the negligence or wilful default of a party or its employees; (b) fraud or fraudulent misrepresentation; (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability to the extent the same cannot be excluded or limited by applicable law.

17.2 Subject to section 18.1, in no event shall either party's aggregate liability exceed the amounts actually paid by you in the 12 month period immediately preceding the date on which the event giving rise to such claim arises.

18 Notice

18.1 Either party may give notice by means of an electronic mail to the email address on record in iPlato's account information, or by written communication sent by first class mail or pre-paid post to the address on record. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

19 Modification to Terms

19.1 iPlato reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon publishing on the publicly available iPlato website an updated version of this Agreement. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

20 Assignment; Change in Control

20.1 This Agreement may not be assigned by you without the prior written approval of iPlato but may be assigned without your consent by iPlato to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of iPlato directly or indirectly owning or controlling 50% or more of you shall entitle iPlato to terminate this Agreement for cause immediately upon written notice.

21 Force Majeure

21.1 Neither party shall be under any liability to the other in any way whatsoever for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather, the unavailability of deliveries of equipment, Software or supplies or the requisitioning or other act or order by any Government department, council or other constituted body. Neither shall further be under any liability to the other in any way whatsoever for any other circumstances or happenings (whether of the foregoing classes or not) beyond either party's control.

22 Waiver

22.1 Failure or neglect by you to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of your rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice your rights to take subsequent action.

23 Severability

23.1 In the event that any of these terms, conditions or provisions or those of any Schedule or attachment hereto shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

24 Law

24.1 The parties hereby agree that this Agreement and the provisions hereof shall be construed under English Law and submitted to the exclusive jurisdiction of the English Courts.

25 Definitions

25.1 As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Confidential Information" information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, data and insights of the other party including, without limitation, technical data and know-how relating to the business of the other party;

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer Data" has the meaning set out in clause 7.1;

"Enterprise Licence" means the type of Licence where multiple Sites and/or Users of the Service are permitted subject to specific terms or criteria that is agreed by iPlato. In most instances this will mean all Sites within the control of a specific Commissioning organisation;

"Fair Use Cap" means the limit set on the amount of Messages that can be used under a fair use policy. Users are allowed to use a certain amount of Message Credits without incurring additional charges. Once this cap is exceeded, the User may face a suspension of service, additional charges, or other restrictions.

"Initial Term" means the initial period during which you are obligated to receive the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"iPlato" means collectively iPlato Healthcare Ltd., having its principal place of business at 21-24 Millbank, London, SW1P 4QP;

"iPlato Technology" means all of iPlato's proprietary or in-licensed technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, methodologies and other tangible or intangible technical material or information) made available to you by iPlato in providing the Service;

"License Term(s)" means the period(s) during which Users are licensed to use the service;

"Messaging or Message" means the sending of a message digitally by either SMS or other digital channels including but not limited to general emails, NHS App data messages, myGP App data messages;

"Message Credit" means one SMS Fragment (~160 characters) or 1 data message sent through an alternate digital channels;

"Site" means each separate designated healthcare site;

"Unlimited Messaging" means the sending of unlimited messages but always subject to a Fair Use Cap of Message Credits;

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by you (or by iPlato at your request);

"Subscription" shall have the exact same meaning as licence and the terms shall be interchangeable.