

# Terms and Conditions

The following terms shall govern the provision of the Platform (as defined below).

## 1. Definitions and Interpretation

### 1.1

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

“Acceptable Use Policy” means the written policy made available to Authorised Users when using the Platform (which may be updated from time to time during the Term by LetterAssist) which sets out the authorised uses of the Platform and aspects of the Platform by Authorised Users.

“Account” means the user account that each Authorised User and Authorised Free User has to create in order to gain access to the LetterAssist Products/Platform.

“Agreement” means the Order Form (where applicable) and the Terms and Conditions (and any and all additional schedules hereto).

“Analytical Data” means any data which is derived from the Patients’, Service Recipients’ and Authorised Users’ use of the Platform or the Processing of Service Recipient Data, and shall include: (i) any data which is processed and stored as mathematical constructs; and (ii) statistical or aggregated data, but shall exclude any Personal Data.

“Authorised Use” means, as the case may be, communication with Patients in relation to the provision of direct care services in the Territory to Patients registered with the Service Recipient(s), or communication between healthcare professionals in the Territory.

“Authorised Free Users” means those healthcare professionals who are authorised to use the Platform for free in accordance with these Terms and Conditions (each a “HCP”) provided that: (i) the HCP is not otherwise authorised as an Authorised User by a Service Recipient pursuant to these Terms and Conditions; and/or (ii) there is no other agreement in place between LetterAssist and the organisation that engages the HCP which governs the HCP’s use or access to the Platform.

“Authorised Users” means those employees, agents, licensees, or contractors of the Service Recipients with appropriate qualifications and expertise to provide the relevant health and care services who are authorised by the Licensee to use the Platform.

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

“Cloud service” is LetterAssist’s backend IT services which are based on secure servers and integrate with Google Document AI services.

“Confidential Information” has the meaning set out in clause 13.

“Content” information LetterAssist software extracts and presents from documents uploaded by its users.

"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.

"Data Protection Legislation" means all applicable privacy and data protection laws, including the UK General Data Protection Regulation (Regulation 2016/679) (the "UK 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.

"Demo" means where access to the Platform has been granted by LetterAssist to a Licensee and any other Service Recipient (and their Authorised Users) or an Authorised Free User on the basis of beta access, a Demo or pilot period.

"Document(s)" this will relate to any document that gets uploaded to the LetterAssist platform for analysis, processing and workflowing.

"DPA" means the Data Processing Agreement and may be updated from time to time during the Term by LetterAssist.

"Effective Date" means the date an Order Form is submitted and the Licensee accepts these Terms and Conditions, or the date on which a Licensee otherwise agrees to these Terms and Conditions.

"Force Majeure Event" has the meaning set out in clause 15.7.

"Initial Term" means the period of 12 months starting on the Switch-on Date unless specified otherwise in the Order Form.

"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 attaching or taking possession of the whole or any part of that Party's assets which is not discharged within 14 days; or (e) the occurrence of any event, or the taking of any proceedings, 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.

"LetterAssist" means the Limited Company registered in England with company number 15310649 whose registered office is at 16 Churchill Way, Cardiff, Wales, CF10 2DX.

"Letterassist-gp.ai" refers to our website where our software is hosted for online use.

"LetterAssist Software" refers to the AI letter reader aspect of the software that analyses and outputs structured information about the document that was uploaded.

"Licence Fee" means the fee set out in the Order Form or the sum of £NIL if the Products and access to the Platform are not being paid for and are being used/accessed by an Authorised Free User.

"Licensee" means, as applicable, (i) the organisation set out in the Order Form, or (ii) the Authorised Free Users.

"Minimum Specifications" means the minimum requirements that the Service Recipients and their Authorised Users must ensure their devices and computers have in order for them to be able to access the Platform. The Minimum Specifications for desktop

computer requirements, for web browser requirements and for internet speed/connectivity requirements, can be ascertained on request from LetterAssist.

"Order Form" means the form to request procurement of, or access to, the Product(s) by the Licensee.

"Party" means a party to this Agreement, being either LetterAssist or Licensee and "Parties" means both of them.

"Patient" means an individual requiring the direct care services of the Service Recipients or Authorised Free User and who are contacted by the Service Recipients or Authorised Free User in relation to their care such as to invite them to participate in an online consultation and/or communication via SMS.

"Patient Data" means information about Patients accessed by the Service Recipients or Authorised Free User using third-party services/networks/facilities such as the NHS Spine (PDS) or the Service Recipients' clinical or medical/patient record systems, as the case may be, or provided by Patients when responding to or contacting the Service Recipients and their Authorised Users via the Platform.

"Payment Terms" means the frequency at and payment method by which the Licensee agrees to pay LetterAssist as set out and confirmed in the Order Form.

"Product" means those LetterAssist products that are listed in the Order Form that the Licensee, any Service Recipients and Authorised Users are authorised/licenced to use by LetterAssist. In the event there is no Order Form, this definition encompasses those LetterAssist products to which any Service Recipient and Authorised User has access. In both scenarios, the products include LetterAssist Lite, the Switch Application and are collectively referred to as the "Platform" in these Terms and Conditions.

"Privacy Policy" means LetterAssist's privacy policy, as updated from time to time during the Term by LetterAssist.

"Renewal Term" means the period defined as such in clause 12.1.

"Service Recipients" means the Licensee and the organisations listed in the Order Form who are authorised to use the Platform for the provision of direct care services.

"Service Recipient Data" means the data uploaded or submitted or collected via the Platform including without limitation all anonymised business data, excluding any Analytical Data.

"Service Recipient Personal Data" means Personal Data contained in the Service Recipient Data which is limited to the employees' names and email addresses.

"Site" means <https://www.LetterAssist.ai/> and all relevant subdomains or such other URL as updated by LetterAssist from time to time.

"SLA" means the Service Level Agreement, as updated from time to time during the Term by LetterAssist.

"Smartflow-gp.ai" refers to our website where our software is hosted for online use.

"Smartflow Software" refers to the software component that allows users to workflow the uploaded clinical documents to the relevant healthcare professional/administrative staff.

"SMS Costs" means any SMS Fragments sent by Service Recipients using the Platform, chargeable at the cost set out in the Order Form.

"SMS Fragment" means the component of a SMS message with each fragment being 160 characters.

"Sub-processor" means any natural or legal person, public authority, agency or other body which possesses Personal Data on behalf of a data controller or a data processor.

"Switch-on Date" means the date that the Service Recipients and their Authorised Users will be able to access and use the Platform. The Switch-on Date is set out in the Order Form. In the event there is no Order Form, the Switch-on Date is the Effective Date or the date as otherwise notified to the Service Recipients and their Authorised Users by LetterAssist using any reasonable means. In both scenarios, the Switch-on Date is the date from which any Licence Fee and SMS Costs will be charged by LetterAssist to the Licensee.

"Term" means the period defined as such in clause 12.1.

"Terms and Conditions" means these terms and conditions set out in clause 1 to 17 (inclusive) and any and all additional schedules and as may be updated from time to time by LetterAssist.

"Territory" means that territory or those territories identified on the Order Form or otherwise confirmed by or to LetterAssist in the creation of the Account.

"Trial Period" means the duration of the Demo as set out in the Order Form or as otherwise notified to the Service Recipients and their Authorised Users by LetterAssist using any reasonable means, or in any other case, the period of thirty (30) days commencing on the commencement of the Demo.

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

## 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 words 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. Demo

### 2.1

The provisions of this clause 2 shall apply if any Service Recipients' (and their Authorised Users') or the Authorised Free User's use of the Platform is covered by a Demo ("Trial User"). In the event of any conflict or inconsistency between the other provisions of this Agreement as they relate to the Demo and the provisions of this clause 2, the provisions of this clause 2 shall prevail to the extent of the conflict or inconsistency. The Demo maybe extended or terminated at LetterAssist's discretion and will have limitations in use compared to paid services. The Demo will give users

access to the Letterassist-gp.ai website where the software is hosted, this will be an online only version of LetterAssist Software and will not include the Smartflow Software. The Demo will have various limitations and will have a cap on the number of documents you will be able to upload.

## 2.2

Any Service Recipients and their Authorised Users and any Authorised Free Users who are accessing the Platform as part of a Demo with such Demo:

### 2.2.1

acknowledge that their use of the Platform may be subject to limitations, such as limited document uploads;

## 2.4

Duration: During the Trial Period, LetterAssist will make the Platform available to the Trial User on a trial basis until the earlier of:

### 2.4.1

expiry of the Trial Period;

### 2.4.2

the date on which the Trial User executes an Order Form specifying a Licence Fee; and

### 2.4.3

termination of the Trial Period by LetterAssist at any time in its sole discretion by giving notice to the Trial User in writing.

## 2.5

Disclaimer: During the Trial/Demo Period, the Platform is made available to the Trial User "as is", and any use by a Trial User of the Platform during the Trial Period will be at the Trial User's sole risk. LetterAssist makes no warranties relating to the Platform throughout the Trial Period and expressly disclaims all warranties, express or implied, including without limitation those of merchantability, fitness for a particular purpose, or that the Trial User's use of the Platform during the Trial Period will be uninterrupted, timely, secure or free from error. The foregoing provisions of this clause 2.4.1. shall be enforceable to the maximum extent permitted by applicable law.

## 2.6

Limitation of Liability: Notwithstanding clause 13, LetterAssist will not have any liability to a Trial User for any loss or damage relating to the Trial Period.

## 3. Order Form

### 3.1

Licensee may submit an Order Form to LetterAssist. Following submission of an Order Form, the Terms and Conditions shall become effective and the Licensee shall not be entitled to amend or withdraw such Order Form.

## 3.2

LetterAssist may accept, propose amends to, or reject an Order Form in its absolute discretion.

## 3.3

No variation to an Order Form shall be binding unless expressly agreed in writing by LetterAssist, or otherwise in accordance with the provisions of clause 17.4 (Amendments).

# 4. Access to the Platform

## 4.1

The Licensee confirms that it and its signatory are duly authorised to enter into this Agreement on behalf of the Licensee and any other Service Recipients. By continuing to use and access the Platform you agree to be bound by the latest version of the Terms and Conditions.

## 4.2

LetterAssist hereby grants to the Licensee a non-exclusive, non-transferable, non-sub licensable right to permit the Service Recipients and their Authorised Users to access and use the Platform from the Switch-on Date and during the Term in accordance with the Agreement.

## 4.3

The licence granted in clause 4.2 shall be for the Authorised Use only and the Licensee undertakes to:

### 4.3.1

access and use the Platform in accordance with the Acceptable Use Policy; and

### 4.3.2

ensure that all Service Recipients and their Authorised Users access and use the Platform in accordance with the Acceptable Use Policy and agrees to bring the Acceptable Use Policy to the attention of the Service Recipients' and their Authorised Users.

## 4.4

The Licensee shall at all times, and shall procure that any other Service Recipients and their Authorised Users shall at all times, not knowingly access, store, distribute or transmit any Viruses or any material during the course of their use of the Platform that contains profanities or expletives, is unlawful, harmful, abusive, infringing, offensive, discriminatory, or which facilitates illegal activity or depicts sexually explicit images or causes damage or injury to any person or property. LetterAssist reserves the right, without liability or prejudice to its other rights to the Licensee, to:

#### 4.4.1

remove any such material and to disable the Service Recipients' and their Authorised Users' access to the Platform if the Service Recipient and/or their Authorised Users breaches this clause 4.4;

#### 4.4.2

report any misuse of the Platform by the Authorised Users in contravention of the Acceptable Use Policy to the relevant Service Recipient;

#### 4.4.3

report any misuse of the Platform by the Authorised Free Users in contravention of the Acceptable Use Policy to the relevant organisation that engages the HCP;

#### 4.4.4

report any evidence of serious and frequent misuse by the Service Recipients and their Authorised Users or the Authorised Free Users to relevant authorities and regulators as required.

### 4.5

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 Licensee shall not, and shall procure that each Service Recipient and their Authorised Users 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 software underpinning the LetterAssist Products or the Platform 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 LetterAssist Products.

### 4.6

The Licensee shall not, and shall not attempt to:

#### 4.6.1

access all or any part of the Platform in order to build a product or service which competes with the Platform;

#### 4.6.2

make the Platform available to any third-party except to other Service Recipients and their Authorised Users, or

#### 4.6.3

attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided under this clause 4.

### 4.7

The Licensee shall and shall procure that its Service Recipients and their Authorised Users:

#### 4.7.1

use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and, in the event of any such unauthorised access or use, promptly notify LetterAssist;

#### 4.7.2

keep a secure password for their use of the Platform only and that each Authorised User shall keep their password confidential and not share their login credentials with anyone else;

#### 4.7.3

safeguard access to their devices where they access the LetterAssist Platform; and

#### 4.7.4

inform LetterAssist immediately if they suspect any unauthorised access to their Account.

### 4.8

The rights provided under this clause 4 are granted to the Licensee only. The Licensee shall procure the other Service Recipients' and their Authorised Users' adherence to clauses 4.4, 4.5, and 4.6 of these Terms and Conditions. LetterAssist shall not be liable for any delay, failure or breach of these Terms and Conditions where the Licensee does not provide such authority, information and co-operation or the Licensee fails, delays or omits to act in respect of any of its obligations under these Terms and Conditions.

### 4.9

Other than as expressly stated otherwise in these Terms and Conditions, the Licensee acknowledges it is its sole responsibility to determine that the Platform meets their and the other Service Recipients' business requirements and, to the fullest extent permissible by law and without limitation, LetterAssist gives no warranties that the Platform will be fit for purpose.

## 5.Licence Fee

### 5.1

The Licence Fee is set out in the Order Form. License Fee structure will be discussed with the Licensee prior to a quotation of cost. The License Fee may be based on a fixed cost associated with the number of patients registered at the Service Recipient's practice or based on the number of documents uploaded to the LetterAssist cloud service. The Licensee shall permit LetterAssist to monitor the Platform in order to establish how many Authorised Users are using the Platform, how many documents are being uploaded and how documents are managed within the LetterAssist software. If the Licensee has underpaid the Licence Fee, then without prejudice to LetterAssist's other rights, the Licensee shall pay to LetterAssist such amount as has been underpaid within 10 Business Days of being notified of such underpayment. The Licensee may from time to time purchase additional access to the Platform via an Order Form for additional features and LetterAssist shall grant access to the Platform in accordance with the provisions of this Agreement.



## 6. Licensee Data and Analytical Data

### 6.1

Each Service Recipient shall own all right, title and interest in and to all of its relevant Service Recipient's Data. The Licensee shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Service Recipients' Data.

### 6.2

LetterAssist may use anonymised Service Recipients' Data to create Analytical Data, which the Licensee acknowledges may be used to improve the performance and functionality of the Platform or develop improvements, updates, upgrades, modifications and derivative works thereof during the Term of this Agreement. LetterAssist shall own all rights, title and interest in and to all of the Analytical Data.

### 6.3

LetterAssist may track and analyse the Service Recipients' and Authorised Users' use of the Platform for the purposes of security, service delivery, auditing and to help LetterAssist improve the Platform and other LetterAssist Products.

### 6.4

Each Party shall comply, and the Licensee shall procure that the other Service Recipients comply, with their respective obligations under the Data Protection Legislation. The Parties acknowledge that LetterAssist will be the Processor in respect of the Patient Data.

### 6.5

The Parties each agree to comply with the terms of the DPA. The Licensee acknowledges that LetterAssist will process the Service Recipients' Personal Data in accordance with the Privacy Policy and the Licensee agrees to bring the Privacy Policy to the attention of the Service Recipients' and their Authorised Users.

## 7. LetterAssist's Obligations

### 7.1

LetterAssist shall:

#### 7.1.1

provide the Platform to the Licensee on and subject to the terms of this Agreement; and

#### 7.1.2

make the LetterAssist Products available in accordance with the SLA and provide the levels of support set out in the SLA, the terms of which may be updated from time to time.

## 7.2

LetterAssist shall not be liable for any breach of its obligation in clause 7.1.2 to the extent that any non-conformance with the SLA is caused by use of the Platform contrary to LetterAssist's instructions, or any modification or alteration of the LetterAssist Products/Platform by any party other than LetterAssist or LetterAssist's duly authorised contractors or agents. Notwithstanding the foregoing:

### 7.2.1

the Licensee acknowledges and agrees that the Platform and Products will evolve over time and that functionality may be added and removed from time to time;

### 7.2.2

LetterAssist does not warrant that the Service Recipients' and their Authorised Users' use of the Platform will be uninterrupted or error-free; or that the information provided, generated, obtained or otherwise accessible by the Service Recipient through its use of the Platform ("Content") will meet the Service Recipient's requirements. All Content that is provided, generated, obtained or otherwise accessible as part of the Platform is provided on an "as is" basis. LetterAssist assumes no responsibility for, and expressly disclaims any liability arising from use of or reliance on such Content; and

### 7.2.3

subject to the terms of the SLA, LetterAssist 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 that it does not own/that are out of its control, including the internet, and the Licensee acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

## 7.3

This Agreement shall not prevent LetterAssist 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.

## 8. Licensee's Obligations

### 8.1

The Licensee shall provide LetterAssist with all necessary cooperation in relation to this Agreement and all necessary access to information as may be required by LetterAssist to fulfil its obligations under this Agreement, including granting LetterAssist full and unrestricted access to the Licensee's and the other Service Recipients' account information and activity held internally by LetterAssist (for clarity this is not access to the Account) in order to allow LetterAssist to undertake activities such as providing support, carrying out maintenance, reviewing analytics and data to provide insights for making improvements to the Platform and fixing any errors. The Licensee shall be responsible for setting the access rights for their Authorised Users and shall procure that each Service Recipient sets the access rights for the Service Recipients' Authorised

Users and shall carry out all of its responsibilities in this Agreement in a timely and efficient manner.

## 8.2

The Licensee shall ensure that all Service Recipients and their Authorised Users use the Platform strictly in accordance with this Agreement and the Acceptable Use Policy and shall be responsible for any Service Recipient's or Authorised User's breach of this Agreement and/or the Acceptable Use Policy.

## 8.3

The Licensee shall indemnify LetterAssist against all costs, losses, damages, liabilities and claims, arising from or in relation to any third-party claims arising from the actions of Service Recipients or Authorised Users in providing its services to patients using the Platform. In connection with any event reasonably likely to give rise to a liability under the indemnity in this clause 8.3 (a "Claim"), LetterAssist shall as soon as reasonably practicable, give the Licensee written notice of the Claim.

## 8.4

The Licensee shall ensure that its network and systems and those of the other Service Recipients comply with the Minimum Requirements as necessary for the operation of LetterAssist Products and shall be solely responsible for procuring and maintaining all network connections and telecommunications links from its systems to LetterAssist's data centres.

## 8.5

During the Term and for a period of one year afterwards, the Licensee shall maintain in force insurance policies or indemnity schemes with reputable insurance companies or providers, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with this Agreement and the provision of direct care services to Patients (including without limitation for medical negligence), and shall produce to LetterAssist on request full particulars of that insurance and evidence that such insurance is current and in effect. The Licensee shall procure that the other Service Recipients comply with this clause 8.5 in respect of their risks.

## 8.6

The Platform is designed primarily for use for clinical document processing and management. LetterAssist does not accept liability for any missed information, misinformation or diagnosis based on or caused by any incorrect or inaccurate analysis by the software and its cloud service.

# 9.Payment

## 9.1

This clause 9 only applies if access to the Platform is being paid for by the Licensee and does not apply to Authorised Free Users.

## 9.2

The Licensee agrees to pay the Licence Fee and any SMS Costs (if applicable) and will be charged these from the Switch-on Date, unless otherwise stated in the Order Form.

## 9.3

During the Term the Licensee agrees to pay LetterAssist the Licence Fee and SMS Costs in accordance with the Payment Terms and by the due date set out in the relevant invoice.

## 9.4

The Licence Fee and any SMS Costs are stated exclusive of value added tax, which shall be added to the relevant invoice(s) at the appropriate rate where relevant.

## 9.5

For the avoidance of doubt:

### 9.5.1

SMS Costs are still payable for Service Recipients with a non-LetterAssist SMS gateway (e.g. an ICB gateway) if that gateway was unable to successfully deliver a SMS fragment but, as a backstop, LetterAssist's SMS gateway successfully delivered the SMS fragment(s).

### 9.5.2

where Products have been purchased at a bundled price, the Licence Fee for each module will be charged pro-rata according to the bundled price and invoice date.

## 9.6

In return for payment of the Licence Fee and SMS Costs, each Service Recipient and their Authorised Users will be granted access to the Platform. These charges are non-refundable except where another Licensee subsequently enters into a separate agreement with LetterAssist for the Products and Service Recipients during overlapping periods. In such an instance, any refund will only be:

### 9.6.1

pro rata for overlapping contracted periods for the same Products and the same Service Recipients; and

### 9.6.2

made only to the relevant Licensee as agreed with LetterAssist.

## 9.7

If LetterAssist has not received payment of the Licence Fee and any SMS Costs within 30 days of the due date, and without prejudice to any other rights and remedies of LetterAssist, LetterAssist may, without liability, and subject to 10 Business Days written notice to the Licensee disable or suspend the Licensee's and all other Service Recipients' and their Authorised Users' passwords, accounts, access to all or part of the Platform 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 4% above the Bank of

England's base rate, commencing on the due date and continuing until fully paid, whether before or after judgement.

## 9.8

LetterAssist shall be entitled to increase the Licence Fee and any SMS Costs at the start of each Renewal Term upon 3 months prior written notice to the Licensee.

# 10. Compliance with Laws and Regulations

## 10.1

The Licensee shall procure that the Service Recipients and Authorised Users shall, comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement, including in relation to the Services Recipients' and Authorised Users' access or use of the Platform.

# 11. Intellectual Property Rights

## 11.1

As between the Parties, all Intellectual Property Rights in and to the LetterAssist Products and the Analytical Data, the Documentation and the Platform shall belong to, and remain vested in, LetterAssist at all times.

## 11.2

Without prejudice to the generality of the foregoing and to the provisions of clause 4.6 above, to the extent that the Service Recipients' or Authorised Users' use of the Platform results in any modifications, adaptations, developments, or any derivative works of or to the LetterAssist Products or the operation of the Platform ("Improvements"), then notwithstanding any rights or remedies of LetterAssist, any and all Intellectual Property Rights in and to such Improvements shall immediately vest in and be owned by LetterAssist. The Licensee shall procure the Service Recipients' and their Authorised Users' adherence to this clause 11.2.

## 11.3

LetterAssist shall defend Licensee against any third-party claims that the use of the Platform in accordance with this Agreement infringes any third-party Intellectual Property Right and subject to clauses 11.4, and 11.5 shall indemnify Licensee for and against any amounts awarded against Licensee in judgment or settlement of such claims, provided that:

### 11.3.1

LetterAssist is given prompt notice of such claim;

### 11.3.2

the Licensee provides reasonable co-operation to LetterAssist in the defence and settlement of such claim, at LetterAssist's expense;

#### 11.3.3

LetterAssist is given sole authority to defend or settle the claim; and

#### 11.3.4

neither the Licensee nor any other Service Recipient makes any admission of liability or fault itself or on behalf of LetterAssist.

### 11.4

In the defence or settlement of any claim pursuant to clause 11.3 above, LetterAssist may at its sole option and expense either:

#### 11.4.1

procure for the Licensee the right to continue using the Platform in the manner contemplated by this Agreement;

#### 11.4.2

replace or modify the Platform as applicable so that it becomes non-infringing; or

#### 11.4.3

terminate this Agreement forthwith by notice without liability to the Licensee.

### 11.5

LetterAssist shall not in any circumstances have any liability (including in respect of the indemnity provided under clause 11.3) if the alleged infringement is based on:

#### 11.5.1

modification of the LetterAssist Products by anyone other than LetterAssist; or

#### 11.5.2

the Service Recipients' and/or any Authorised User's use of the Platform otherwise than in accordance with this Agreement and/or the Acceptable Use Policy or in a manner contrary to the instructions given to the Licensee by LetterAssist; or

#### 11.5.3

the Service Recipient's or Authorised User's use of the Platform or the Platform after notice of the alleged or actual infringement from LetterAssist or any appropriate authority; or

#### 11.5.4

use or combination of the Platform with any other software or hardware, in circumstances where, but for such combination, no infringement would have occurred; or

#### 11.5.5

failure to meet the Minimum Specifications.

### 11.6

Subject to clause 11.5, the Licensee shall defend LetterAssist against all or any costs, claims, damages or expenses incurred by LetterAssist in respect of any third-party claims relating to the Licensee's or any other Service Recipient's or any Authorised User's use of the Platform or the LetterAssist Products otherwise than in accordance with this Agreement and/or the Acceptable Use Policy, provided that the Licensee is given prompt notice of such claim.

## 12. Term and Termination

### 12.1

This Agreement shall commence as of the Effective Date and shall continue for the Initial Term or as a rolling contract and unless terminated as otherwise provided herein. The addition of new Service Recipients shall not increase the Term, unless confirmed by LetterAssist otherwise. Unless specified otherwise in the Order Form, thereafter, this Agreement shall automatically renew for successive one (1) month periods (each, a "Renewal Term"), unless:

#### 12.1.1

either Party provides the other with written notice, of at least ninety (90) days prior to the end of the Initial Term or any such Renewal Term, to terminate this Agreement for any reason at the end of the Initial Term or the relevant Renewal Term, as the case may be. However, should the Initial Term be a period of less than twelve (12) months, either party may terminate this Agreement at any time during the Initial Term for any reason by giving at least fourteen (14) days' written notice to the other party; or

#### 12.1.2

this Agreement is otherwise terminated as provided herein.

Unless specified otherwise in the Order Form, the Initial Term and all Renewal Terms are referred to collectively as the "Term".

### 12.2

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:

#### 12.2.1

LetterAssist, in its sole discretion, determines that the Order Form is erroneous;

#### 12.2.2

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

#### 12.2.3

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

#### 12.2.4

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; or

#### 12.2.5

another licensee enters into an agreement with LetterAssist for the Platform and the same Service Recipients.

### 12.3

Without affecting any other right or remedy available to the Parties, should the Licensee wish to procure additional Products or add additional Service Recipients or Patients to this Agreement, the Licensee and LetterAssist will agree a new Order Form which will take effect under the terms of these Terms and Conditions.

### 12.4

Without prejudice to any other rights or remedies hereunder to which LetterAssist may be entitled, if LetterAssist knows or has reasonable grounds to suspect that the Licensee is acting in breach of its obligations under this Agreement (including failure to pay the Licence Fee and any SMS Costs), LetterAssist may notify the Licensee in writing accordingly and may suspend access to the Platform on 10 Business Days' notice until such breach is remedied or until LetterAssist is satisfied, acting reasonably, that its suspicions are unfounded.

### 12.5

On termination of this Agreement for any reason:

#### 12.5.1

all licences granted under this Agreement shall immediately terminate;

#### 12.5.2

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;

#### 12.5.3

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.

## 13. Limitation of Liability

### 13.1

This clause 13 sets out the entire financial liability of LetterAssist to the Licensee arising under or in connection with this Agreement, in respect of any use made by the Service Recipients, its Authorised Users or any other third-parties of the Platform; and in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

### 13.2

The Licensee acknowledges that LetterAssist shall have no responsibility when Service Recipients and/or their Authorised Users use LetterAssist Software to communicate to patients or use the LetterAssist software to make or influence patient decisions, actions, treatments, tests or outcomes.



### 13.3

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 Platform and Content are provided on an "as is" basis.

### 13.4

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.

### 13.5

Subject to clause 13.4 neither party shall be liable for:

#### 13.5.1

any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable;

#### 13.5.2

loss of profit, loss of business;

#### 13.5.3

loss caused as a result of the Platform being unavailable as a result of planned downtime for the Platform as notified to the Licensee;

#### 13.5.4

loss arising from any failure of the Service Recipient's infrastructure and/or utilities, loss caused as a result of the Platform 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;

#### 13.5.5

any loss or damage caused by a Virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Service Recipient's computer equipment, computer programmes, data or other proprietary material due to your use of the Platform or LetterAssist Products unless caused by LetterAssist's negligence;

#### 13.5.6

any loss of data, use, goodwill, or other intangible losses;

#### 13.5.7

any loss or damage arising from an inability to access or use the Platform, or any inaccuracies in the Platform;

#### 13.5.8

any content on the Platform, and any loss or damage arising from use of or reliance on such content;

#### 13.5.9

any unauthorised access, use or alteration of the Service Recipients' and their Authorised Users' Accounts, transmissions or content, or any virus or malware infecting the Service Recipients' and their Authorised Users' devices as a result of the Platform; or

#### 13.5.10

any delays, delivery failures, or any other loss or damage resulting from use or unavailability of the Platform.  
collectively referred to as "Excluded Losses"

### 13.6

LetterAssist's aggregate liability in contract, tort (including negligence) arising out of or relating to this Agreement shall be limited to the higher of:

#### 13.6.1

the total Licence Fee paid during the twelve (12) months immediately preceding the date on which the claim arose; and

#### 13.6.2

£250,000 (two hundred and fifty pounds).

## 14. Assignment

### 14.1

The Licensee shall not, without the prior written consent of LetterAssist, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. LetterAssist may, on notice to the Licensee assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## 15. Confidential Information and Publicity

### 15.1

"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, Licensees, clients, suppliers, plans, intentions, market opportunities, the operations, processes, product information, know-how, technical information or trade secrets of the disclosing Party.

### 15.2

Confidential Information of the disclosing Party shall not include information which:

#### 15.2.1

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;

#### 15.2.2

has been rightfully received by the receiving Party from a third-party without confidentiality restrictions;

### 15.2.3

has been independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or

### 15.2.4

the Parties agree in writing is not confidential or may be disclosed.

## 15.3

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.

## 15.4

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, so long as they are bound by confidentiality obligations no less restrictive than those in this clause 15. The receiving Party shall be liable for any breach of these confidentiality obligations by their Representatives.

## 15.5

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 Licensee 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 LetterAssist's 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 15.5. In such event, the receiving Party will continue to be bound by this clause 15.

## 15.6

Notwithstanding the foregoing, the Licensee permits LetterAssist to identify the Licensee as a client. To this end, the Licensee grants LetterAssist a perpetual, non-exclusive, royalty-free and non-transferable licence during the Term of the Agreement for LetterAssist to use the Licensee's logo, name and branding on the Site and in any marketing and publication materials.

## 16. Independent Contractor

### 16.1

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.

## 17. Miscellaneous

### 17.1

Conflict: In the event of any conflict between the Order Form, these LetterAssist Terms and Conditions or any other Schedules hereto, the provisions of the Order Form shall prevail.

### 17.2

Dispute: The Licensee agrees that if they have any dispute with LetterAssist concerning this Agreement, they agree to contact LetterAssist first and attempt to resolve the issue informally. If the Parties are unable to resolve the dispute between themselves informally, they both agree to attempt resolution by independent mediation, should independent mediation not be successful, the Parties both agree to resolve the dispute through court action which will be subject to the exclusive jurisdiction of English courts.

### 17.3

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.

### 17.4

Amendment: These Terms and Conditions may be revised at any time by LetterAssist. The most recent Terms and Conditions will always be published on the Site. By continuing to access or use the Platform, the Licensee agrees to be bound by the most up to date Terms and Conditions.

### 17.5

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.

### 17.6

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.

## 17.7

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.

## 17.8

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.

## 17.9

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 Thirds Parties) Act 1999 or otherwise.

## 17.10

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:

### 17.10.1

if delivered by hand at the time the notice is left at the Receiving Party's registered address;

### 17.10.2

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

### 17.10.3

if sent by or email, at 9.00 am on the next Business Day after transmission.

## 17.11

Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of England and the Parties agree that English courts have jurisdiction.