MASTER SERVICES AGREEMENT

United Kingdom & Europe

THIS MASTER SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF PCS SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR FREE SERVICES (INCLUDING FREE TRIAL), THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS FOR BUSINESS CUSTOMERS ONLY. IF THE INDIVIDUAL ACCEPTS THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

PLEASE REVIEW ALL TERMS WITH SPECIAL EMPHASIS ON SECTION 7 (FEES) INCLUDING SECTIONS 7.2 (INVOICING AND PAYMENT) AND SECTIONS 7.8 AND 7.9 (RIGHT TO INCREASE FEES).

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

PCS's direct competitors are prohibited from accessing the Services, except with PCS's prior written consent.

This Agreement was last updated on October 26, 2026. It is effective between Customer and PCS as of the date of Customer's accepting this Agreement (the "**Effective Date**").

1. DEFINITIONS

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

"**Agreement**" means this Master Services Agreement.

"**Anonymous Data**" means the anonymous data derived from the anonymization (incl. aggregation) of Customer Data or collected by PCS as part of the monitoring, provision, usage and performance of the Services. Anonymous Data will not be considered Customer Data, personal data, nor Confidential Information.

"**Beta Services**" means PCS services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Non-PCS Applications. Anonymous Data is not considered Customer Data.

"**Devices**" means a computing device (including a computer, phone or tablet) used by Customer and Users to access the Subscription Service.

"**Documentation**" means the applicable Service's Trust and Compliance documentation at https://www.personcentredsoftware.com/legal/trust-and-compliance-documentation and its usage guides and policies, as updated from time to time, made available to Customer by PCS including accessible via login to the applicable Service.

"**Free Services**" means Services that PCS makes available to Customer free of charge (including a free trial). Free Services exclude Services offered as Purchased Services.

"**Goods**" means the goods PCS supplies to Customer under the Agreement, including any Devices.

"**IPR**" means all intellectual property rights, in each case whether registered or unregistered. Examples of IPR are patents, trademarks, copyright and rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets).

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Non-PCS Application**" means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party. Non-PCS Applications, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and PCS or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Perpetual Order Form" means Order Form that is explicitly called perpetual in the Order Form or does not have the specified end date of the subscription in the Order Form.

"**Purchased Services**" means Subscription Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services (including free trial).

"**Professional Services**" means the implementation, training, and consultancy services PCS provides to Customer under the Agreement, as identified in the Order Form.

"**Product Addendum**" means addendum for selected Services which is part of and supplements the Agreement to reflect specific nature and terms and conditions associated with the purchase and provisioning of the selected products as available at https://personcentredsoftware.com/legal/agreements.

"**Services**" means Professional Services and Subscription Services. Services exclude Non-PCS Applications.

"**Subscription Services**" means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by PCS, including associated PCS offline or mobile components, as described in the Documentation.

"**PCS**" means the Person Centred Software Limited.

"**User**" means an individual who is authorized by Customer to use the Services, for whom Customer has purchased a subscription (or in the case of any Services provided by PCS without charge, for whom the Services has been provisioned), and to whom Customer (or, when applicable, PCS at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer and of its Affiliates, and third parties with which Customer or its Affiliates transacts business.

2. PCS RESPONSIBILITIES

2.1 Provision of Purchased Services. PCS will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable PCS standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PCS shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond PCS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving PCS employees), Internet service provider failure or delay, Non-PCS Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to PCS's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. PCS will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Customer Data include Personal Data (as defined in the DPA) and their processing by PCS is covered by the terms of the data processing addendum at https://personcentredsoftware.com/legal/agreements ("**DPA**") which are hereby incorporated by reference. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, PCS will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, PCS will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. Except for making the Customer Data available as outlined above, any Professional Services provided in further assistance to export or download of Customer Data is subject to additional charge to be mutually agreed in advance. For the avoidance of doubt, PCS shall not be responsible for deletion of Customer Data stored on any Devices.

2.3 **PCS Personnel.** PCS will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with PCS's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 **Beta Services.** From time to time, PCS may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, PCS's reservation of rights and Customer obligations concerning the Services, and use of any related Non-PCS Applications, shall apply equally to Customer's use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. PCS may discontinue Beta Services at any time in PCS's sole discretion and may never make them generally available. PCS will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.5 **Free Services.** PCS may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services may be provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits would require Customer's purchase of additional resources or services. Customer agrees that PCS, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that PCS will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if PCS terminates Customer's account, except as required by law PCS will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY PCS" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND PCS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PCS'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED GBP 1,000.00. WITHOUT LIMITING THE FOREGOING, PCS AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO PCS AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES

3.1 **Subscription Services.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Subscription Services are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Subscription Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by PCS regarding future functionality or features.

3.2 **Usage Limits and Audit.** Subscription Services may be subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, PCS may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding PCS's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon PCS's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below. For the purpose of providing the Services in an efficient and contractually compliant way, PCS may audit Customer's use of Services including to verify the Customer's compliance with the usage limits. If necessary, Customer shall provide reasonable cooperation with such an audit.

3.3 **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-PCS Applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify PCS promptly of any such unauthorized access or use, (d) use Services and Goods only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-PCS Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in PCS's judgement threatens the security, integrity or availability of PCS's services, may result in PCS's immediate suspension of the Services, however PCS will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 **Customer Responsibility for Customer Data and Decisions.** Customer is responsible for the accuracy of the Customer Data entered into or processed through the Service, including Customer Data modified during the provision of the support (e.g. manual data transfer per Customer's request) (the "**Support Request**"). Once PCS confirms the Support Request resolution, Customer must verify the integrity and accuracy of its Customer Data. The Services are intended to assist, and not to replace, professional judgment, and all final decisions based on the outputs of the Services must be made by a suitably qualified person exercising independent judgment. Subject to the Limitation of Liability Section hereof, PCS shall have no liability for any errors or losses to the extent arising from (a) inaccurate or incomplete Customer Data, or (b) Customer's reliance on the outputs of the Services otherwise than in accordance with this Section 3.4.

3.5 **Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, licence, sublicence, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service, or Non-PCS Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service, Non-PCS Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service, or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of PCS intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent. Customers may not use a Service to, nor allow its Users or any third party to use a Service to perform load or security testing without first obtaining PCS's written consent.

3.6 **Devices.** PCS may recommend or supply Devices (in accordance with Section 5 hereof) to access the Subscription Services. The use of the Devices which are not supplied or recommended by PCS is at the Customer's own risk and PCS will not provide the technical support for the Subscription Services for incidents caused by the use of such Device. It is Customer's responsibility to ensure that all Devices are kept up to date with the latest operating system and patches provided by the device manufacturer. PCS cannot be held responsible for the performance of the Subscription Service on Devices which do not utilise the latest release of the Device operating system. A User will need to be able to access and use a Wi-Fi connection if accessing the Subscription Service using a mobile Device. If a User elects to use a mobile Device for any other purpose, for example, inserting a SIM card and using mobile telephony services, they do so at their own risk, and PCS accepts no responsibility for such use or if such use adversely affects or impacts use of the Subscription Service.

3.7 **Removal of Non-PCS Applications.** If Customer receives notice, including from PCS, that Non-PCS Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Agreement, Customer will promptly do so. If Customer does not take required action, in accordance with the above, or if in PCS's judgement continued violation is likely to reoccur, PCS may disable the applicable Service and/or Non-PCS Application. If requested by PCS, Customer shall confirm deletion and discontinuance of use of such Non-PCS Application in writing and PCS shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

4. PROFESSIONAL SERVICES

4.1 **Professional Services.** PCS shall make available to Customer an appropriately trained employee or contractor to carry out the Professional Services. Such PCS resource shall be provided during working hours – 8:00 to 16:30 of GMT Monday to Friday excl. bank holidays (unless otherwise specifically agreed in an Order Form). Unless otherwise identified in an Order Form, all Professional Services must be used within the first subscription term or applicable renewal period. Any portion of the Professional Services not used within such period will be automatically forfeited, with no further action required of either party, and Customer will not be entitled to any refund or credit for any prepaid but unused fees.

4.2 **Cancellation Fees.** If Customer cancels the booked date of the Professional Services engagement (e.g. training for its Users), Customer will be liable to pay the following cancellation fees in accordance with Section 7 (Fees and Payment):

4.2.1 Less than 5 days' notice – 100% of the relevant Fees apply or GBP 100 whichever is higher;

4.2.2 More than 5 days' notice – no fee and the date can be rebooked.

Where a cancellation fee applies then the forfeited date will be charged to the Customer at agreed rate for the applicable Professional Service. All requests to cancel or transfer to a new course date must be made in writing to PCS implementation team. For Professional Services provided for free (including ICS funded Customers) or as part of the remote training package, the cancellation fee is based on the standard remote training rates (GBP 60 per hour).

4.3 **Professional Services warranty.** PCS shall provide the Professional Services with reasonable skill and care and in accordance with generally recognised commercial practices and standards and in accordance with the Order Form. PCS will re-perform Professional Services to remedy any breach of warranty. Customer must make any claim under the foregoing warranty to PCS in writing within 90 days of performance of such Professional Services in order to receive warranty remedies. This warranty and its remedy is exclusive and in lieu of all other warranties and conditions, whether express or implied.

4.4 **Cooperation.** Customer will cooperate reasonably and in good faith with PCS in its performance of Professional Services by, without limitation: (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable PCS to perform its obligations under each Order Form; (b) timely delivering any Customer deliverables and other obligations required under each Order Form; (c) timely responding to PCS's inquiries related to the Professional Services; (d) assigning an internal project manager for each Order Form to serve as a primary point of contact for PCS; (e) actively participating in scheduled project meetings; (f) providing, in a timely manner, and at no charge to PCS, office workspace, suitably configured computer equipment with Internet access, access to appropriate and knowledgeable employees and agents of Customer, secured remote access to Customer's systems, continuous administrative access to Customer's Services account, and coordination of onsite, online and telephonic meetings all as reasonably required by PCS; and (g) complete, accurate and timely information, data and feedback all as reasonably required.

4.5 **Change Order.** Changes to an Order Form will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the fees and schedule.

4.6 **Delivery location.** PCS shall deliver all Professional Services remotely unless otherwise mutually agreed between the parties. If any PCS resource is required to travel to Customer's premises or any other third party premises to deliver the Professional Services to Customer, Customer shall be responsible for PCS's reasonable expenses.

4.7 **Subcontractors.** PCS may, in its reasonable discretion, use subcontractors worldwide to perform the Professional Services hereunder. PCS will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with PCS's obligations under this Agreement.

5. GOODS

5.1 **Provision of Goods.** Subject to the applicable Order Form and the additional terms that may be stated therein, PCS may lease or sell certain Goods to Customer (respectively "Leased Goods" or "Purchased Goods"). Leased Goods will be provided by PCS on a subscription basis but will not be considered a Subscription Service.

5.2 **Delivery of the Goods.** Customer must inspect the Goods as soon as reasonably possible on delivery. Customer must notify PCS in writing within one business day of the date of delivery if there is any visible damage to the Goods, or indication that the Goods have otherwise been tampered with. If Customer fails to notify PCS, the Goods shall be deemed in all respects to be in accordance with the Agreement and Customer shall be deemed to have accepted the Goods on delivery and, save in respect of faulty Devices which will be dealt with in accordance with the manufacturer's warranty, Customer will not be entitled to raise any subsequent claim that the Goods are damaged or do not work. PCS will at PCS's sole discretion either replace free of charge or provide a credit note in respect of any Goods which PCS is satisfied to have been damaged prior to delivery.

5.3 **The specification or type of Goods may change.**

5.3.1 PCS will make commercially reasonable efforts to deliver Goods in accordance with the specification supplied to Customer. However, PCS suppliers' policies are one of continuous development and consequently the specification of Goods may vary from time to time.

5.3.2 PCS reserves the right in consultation with Customer to supply different Goods from those ordered provided such replacement Goods are substantially similar in all material respects to those ordered.

5.3.3 PCS will make commercially reasonable efforts to ensure that all technical information and particulars of Goods and performance specifications and performance descriptions of Goods supplied by PCS are as accurate as possible, but are not to be treated as binding or as forming part of the Agreement or part of any other agreement between the Parties.

5.4 **Manufacturer's warranty.** PCS purchases Goods from manufacturers and/or suppliers with industry standard warranties. PCS shall have no liability to Customer for the quality or performance of the Goods and Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to PCS to the extent that such warranty or guarantee is capable of being transferred or extended to Customer. If requested, PCS will arrange the repair or replacement of Purchased Goods in accordance with the applicable manufacturer's or supplier's warranty, but PCS is not responsible or liable if the manufacturer or supplier rejects any warranty claim.

5.5 **Damage caused by Customer.** PCS accepts no responsibility or liability for loss or damage to Goods caused by the acts or omissions of Customer staff or Users including any misuse, neglect, negligence or the acts or omission of a third party including any repair by a third party.

5.6 **Risk in the Goods**. Risk in Goods PCS supplies to Customer will pass on delivery.

5.7 **Title in the Goods.** Customer will own the Purchased Goods once the Fees applicable to the Goods have been paid in full. PCS will retain the title in the Leased Goods.

5.8 **Maintenance of the Goods**. PCS support services include general telephone support and advice in connection with the Goods, support of PCS MDM application installed on Devices and dealing with manufacturer warranty claims on Customer's behalf. We accept no responsibility or liability in respect of any contract Customer enter into with a third party in connection with the support or maintenance of Goods.

5.9 Special Terms for Purchased Goods.

5.9.1 Protection of Goods. Until Customer owns the Purchased Goods, Customer must:

- hold the Goods separately from Customer's own goods and hardware and those of any third party;
- keep the Goods in good condition and working order (fair wear and tear excepted), properly serviced and maintained, and make no alternation or remove any existing components of the Goods; and
- keep the Goods properly stored, protected, insured and identified as PCS property.

5.9.2 Insolvency event. Until Customer owns the Goods, Customer's right to possess or use the Goods shall immediately stop if Customer is subject to any insolvency event. If this happens, Customer must immediately return the Goods to PCS, at Customer's cost and expense.

5.9.3 Non-payment. If Customer fails to pay the Fees applicable to the Goods by the due date, without prejudice to any other rights PCS may have, PCS reserves the right to take back the Goods and Customer must return the Goods to PCS at Customer's cost and expense. If Customer fail to return the Goods to PCS in the circumstances described above, PCS shall have the right to collect the Goods on notice and Customer will ensure that PCS is given access to enter Customer's premises during Business Hours to collect the Goods.

5.10 Special terms for Leased Goods.

5.10.1 Usage restrictions. Customer will be entitled to use Leased Goods solely in connection with the provided Services, in accordance with the Agreement, the applicable Documentation (including manufacturer's documentation). Customer may not further lease, license, assign, rent, or otherwise make Leased Goods available for further use to a third party, unless expressly stated otherwise in an Order Form. Customer will not sell, resell, rent, license, sublicense, distribute, rent or lease any Leased Goods, or include any Leased Goods in a service bureau or outsourcing offering, Customer will not use Leased Goods to (a) store or transmit infringing, libelous, or otherwise unlawful or tortious material, (b) store or transmit material in violation of third-party privacy rights, (c) use Leased Goods to store or transmit Malicious Code.

5.10.2 Protection of Leased Goods. Customer must:

- hold the Leased Goods separately from Customer's own goods and hardware and those of any third party;
- keep the Leased Goods in good condition and working order (fair wear and tear excepted), properly serviced and maintained, and make no alternation or remove any existing components of the Leased Goods; and
- keep the Leased Goods properly stored, protected, insured and identified as PCS property.

5.10.3 Malfunction and damage to Leased Goods. In case of malfunction or non-operation of Leased Goods, Customer will notify PCS thereof without undue delay and PCS will, as Customer's sole remedy, use commercially reasonable efforts to repair Leased Goods, replace Leased Goods or refund Customer of any prepaid fees for the Leased Good, if applicable within 10 days. If any Leased Goods are lost, damaged (beyond fair wear and tear) or become non-operational for reasons other than a manufacturing defect at any time during the term of this Agreement or upon termination of this Agreement, Customer will immediately notify PCS and PCS may charge its full retail cost to Customer. If so requested by PCS in connection with such Customer's notification or in order for PCS to exercise its rights under the Agreement, Customer will reasonably cooperate with PCS to allow PCS to conduct an audit of Leased Goods.

5.10.4 Deletion of Customer Data. PCS disclaims any and all liability with respect to Customer Data stored on any Leased Goods. Customer shall be responsible for deletion of all Customer Data stored on any Leased Goods prior to their return to PCS.

6. NON-PCS PRODUCTS AND SERVICES

6.1 Non-PCS Products and Services. PCS or third parties may make available third-party products or services, including, for example, Non-PCS Applications. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-PCS provider, product or service is solely between Customer and the applicable Non-PCS provider. PCS does not warrant or support Non-PCS Applications or other Non-PCS products or services, unless expressly provided otherwise in an Order Form. PCS is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-PCS Application or its provider.

6.2 Integration with Non-PCS Applications. The Services may contain features designed to interoperate with Non-PCS Applications. PCS cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-PCS Application ceases to make the Non-PCS Application available for interoperation with the corresponding Service features in a manner acceptable to PCS.

7. FEES AND PAYMENT

7.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Goods purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities of Subscription Services purchased cannot be decreased during the relevant subscription term.

7.2 Invoicing and Payment. If Customer requires a purchase order for processing the payment to PCS, Customer will provide PCS with a valid purchase order or alternative document reasonably acceptable to PCS. Unless otherwise stated in the Order Form, PCS will invoice Customer annually in advance, invoiced fees are due net 30 days from the invoice date and the direct debit is used for the payment. Customer is responsible for providing complete and accurate billing and contact information to PCS and notifying PCS of any changes to such information. For Perpetual Order Form and unless otherwise stated in the Order Form, PCS

will invoice Customer quarterly in advance.

7.3 **Combined Order Forms.** Customer may purchase the Services for its Affiliates under a combined Order Form which will include the details of the Affiliates purchasing the Services and the amount of fees applicable for the respective Affiliate. Upon Customer's request, PCS shall issue individual invoices to such Affiliates, however, Customer shall remain liable for the payment of the fees by those Affiliates.

7.4 **Overdue Charges**. If any invoiced amount is not received by PCS by the due date, then without limiting PCS's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) PCS may condition future Service renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

7.5 **Suspension of Service and Acceleration**. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, PCS may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that PCS will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Notices" section below for billing notices, before suspending services to Customer.

7.6 **Payment Disputes**. PCS will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

7.7 **Taxes**. PCS's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If PCS has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, PCS will invoice Customer and Customer will pay that amount unless Customer provides PCS with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, PCS is solely responsible for taxes assessable against it based on its income, property and employees.

7.8 **RIGHT TO INCREASE SUBSCRIPTION FEES EACH YEAR. PCS reserves the right to increase the fees for Subscription Services with effect from 1st June of each year (the "Increase Day") for the currently purchased and future Subscription Services and it shall be implemented within the 12 months following the Increase Day at the Customer's annual anniversary of the start date of the applicable Subscription Service. Any increase shall not exceed the greater of 9 % or the increase in the Retail Prices Index (or equivalent index in the country Customer is based) during the calendar year preceding the Increase Day plus 1%. Any increase shall be notified to Customer as soon as practicable.**

7.9 **Right to increase fees to reflect third party costs.** PCS reserves the right to vary the amount of the fees for Subscription Services in order to pass on to Customer any increase in costs relating to the provision of the Subscription Service, which are imposed on PCS by a third party supplier from time to time. This includes any costs relating to the provision of the IaaS necessary to provide the Subscription Services. If PCS increases the Subscription Fees pursuant to this section, PCS will provide Customer with as much notice as is reasonably possible. PCS shall also use commercially reasonable efforts to limit any increase in costs proposed by such third party suppliers.

8. PROPRIETARY RIGHTS AND LICENCES

8.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, PCS and its Affiliates reserve all of their right, title and interest in and to the Services (including Modifications as defined below) and its Confidential Information, including all of their related IPR. No rights are granted to Customer hereunder other than as expressly set forth herein.

8.2 **Customer Data.** Subject to rights of data subjects and limited rights expressly granted hereunder, PCS acknowledges Customer owns all rights, title and interest (including all and any IPR) in and to all of Customer Data and its Confidential Information. Customer grants PCS and its Affiliates a licence and a right to copy, transmit, store, display and modify such Customer Data, solely as necessary for PCS to provide the Services to Customer under this Agreement, for the improvement of the Services, as well as for PCS and its Affiliates to derive Anonymous Data for (i) research purposes, such as to enhance the identification of risk and quality of life factors to provide predictive modelling of the likelihood of health-related outcomes functionality for customers, as well as general research for population health management, (ii) benchmarking purposes, such as providing benchmarking of resident care outcome metrics for customers at their locations along with the comparison against industry metrics, as well as (iii) analysing and improving the services and (iv) preparing aggregated reports and statistics. Customer shall be solely responsible for ensuring that Customer has obtained all necessary third party consents, made all required disclosures in connection with the foregoing grant and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data.

8.3 **Licence to Contract Property.** PCS grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable) solely for its internal business purposes associated with its use of Purchased Services any software code, documentation or similar deliverables, including any know-how contained therein, developed by PCS for Customer as part of Professional Services under this Agreement ("**Contract Property**"). PCS and Customer each retains all right, title and interest in its respective IPR and PCS retains all ownership rights in the Contract Property.

8.4 **Feedback, Modification and Data.** Customer grants to PCS and its Affiliates a worldwide, perpetual, irrevocable, royalty-free licence to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request,

recommendation, correction or other feedback provided by Customer or Users relating to the operation of PCS's or its Affiliates' services. If Customer requests any modification to the Subscription Service ("**Modification**"), PCS reserves the right to develop and implement the Modification as part of the Subscription Service and make the Modification available to all customers, whether or not Customer pays PCS to develop the Modification as part of the Professional Services. Customer will have no rights, title or interest in such Modifications other than the right to use them as part of the Subscription Services. PCS shall have the right to collect, track and analyse data and other information relating to the provision, use, and performance of various aspects of the Services including Anonymous Data for purposes in Section 8.2 hereof.

8.5 **Non-PCS Applications.** All and any IPR in any external data sources or Non-PCS Applications used or accessible in conjunction with the Subscription Service are owned or licensed by the relevant third party provider. Customer must only use such external data sources or Non-PCS Applications in accordance with the relevant third party terms.

9. CONFIDENTIALITY

9.1 **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of PCS includes the Services, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional PCS services. Anonymous Data will not be considered Confidential Information.

9.2 **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, PCS may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-PCS Application Provider to the extent necessary to perform PCS's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

9.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

10.1 **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

10.2 **PCS Warranties.** PCS warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) PCS will not materially decrease the overall security of the Subscription Services, (c) the Subscription Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination for cause" and "Refund or Payment upon Termination" sections below.

10.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

11. MUTUAL INDEMNIFICATION

11.1 Indemnification by PCS. PCS will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a non-affiliated third party alleging that any purchased Subscription Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by PCS in writing of, a Claim Against Customer, provided Customer (a) promptly gives PCS written notice of the Claim Against Customer, (b) gives PCS sole control of the defence and settlement of the Claim Against Customer (except that PCS may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives PCS all reasonable assistance, at PCS's expense. If PCS receives information about an infringement or misappropriation claim related to a Service, PCS may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching PCS's warranties under "PCS Warranties" above, (ii) obtain a licence for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defence and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by PCS, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from a Non-PCS Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

11.2 Indemnification by Customer. Customer will defend PCS and its Affiliates against any claim, demand, suit or proceeding made or brought against PCS by a non-affiliated third party (a) alleging that the combination of a Non-PCS Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Leased Goods in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-PCS Application provided by Customer (each a "Claim Against PCS"), and will indemnify PCS from any damages, attorney fees and costs finally awarded against PCS as a result of, or for any amounts paid by PCS under a settlement approved by Customer in writing of, a Claim Against PCS, provided PCS (A) promptly gives Customer written notice of the Claim Against PCS, (B) gives Customer sole control of the defence and settlement of the Claim Against PCS (except that Customer may not settle any Claim Against PCS unless it unconditionally releases PCS of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defence and indemnification obligations do not apply if a Claim Against PCS arises from PCS's breach of this Agreement, the Documentation or applicable Order Forms.

11.3 Mutual Indemnity. Each party (the "**Provider**") will defend the other party (the "**Recipient**") against any Claim made or brought against the Recipient by a third party alleging that any information, design, specification, instruction, software, data or material furnished by the Provider in the course of providing or receiving Professional Services (the "**Material**") infringes or misappropriates such third party's intellectual property rights (the "**Claim**"), and will indemnify the Recipient from any damages, attorneys fees and costs finally awarded against the Recipient as a result of, or for amounts paid by Recipient under a settlement approved in writing by Provider of, any such Claim, provided that the Recipient: (a) promptly gives the Provider written notice of the Claim; (b) gives the Provider sole control of the defence and settlement of the Claim (except that the Provider may not settle any Claim unless it unconditionally releases the Recipient of all liability); and (c) gives the Provider all reasonable assistance, at the Provider's cost. The Provider will have no liability for any such Claim to the extent that (i) it arises from specifications or other Material provided by the other party, or (ii) such claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient. In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (A) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (B) obtain a licence for the Recipient's continued use of the Material in accordance with this Agreement, or (C) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (C), either party may terminate the relevant Order Form upon 10 days' written notice given within 30 days after the Provider's exercise of such option, subject to the "Refund or Payment upon Termination" section below.

11.4 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability. Subject to the "Exclusion of Consequential and Related Damages" and "Limitation of Restrictions" sections below, in no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by Customer and its affiliates hereunder in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its affiliates' payment obligations under the "Fees and Payment" section above.

12.2 Exclusion of Consequential and Related Damages. Subject to section the "Limitation of Restrictions" section below, in no event shall either party or its affiliates have any liability to the other party or its affiliates under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

a) any financial damages as a result of loss or damage to property, economic loss, cost of replacement services, loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether

direct or indirect, or

b) any indirect or consequential loss or damage arising from or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party or its Affiliate has been advised (or is otherwise aware) of the possibility of such losses in advance.

12.3 Limitation of Restrictions. Nothing in this "Limitation of Liability" section shall exclude or limit the liability of either party or its affiliates for death or personal injury caused by that party's or its affiliate's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

13. TERM AND TERMINATION

13.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all Services hereunder have expired or have been performed or terminated.

13.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form, except for the Perpetual Order Form. Except as otherwise specified in an Order Form or except for Perpetual Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other a written notice (email acceptable) at least 90 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at PCS's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing. Perpetual Order Form shall only end upon a termination by a party.

13.3 Order Form Termination for Convenience. A party may terminate the Perpetual Order Form for convenience with a 12-month written notice.

13.4 Termination for cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

13.5 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination for cause" section above, PCS will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by PCS in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to PCS for the period prior to the effective date of termination.

13.6 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licences," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Non-PCS Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as PCS retains possession of Customer Data.

14. GENERAL PROVISIONS

14.1 Right to Update Agreement. PCS reserves the right to update this Agreement from time to time. PCS will publish the updated Agreement on PCS website. PCS shall notify Customer of the updated Agreement, including by referencing the current version of the Agreement when PCS invoices Customer. The updated Agreement will become binding on Customer upon the earlier of (a) 10th business day after Customer becoming aware of the updated Agreement as published on PCS website or (b) 10th business day after receiving notification of the updated Agreement. Customer's continued use of the Services following the publication and the notification of the updated Agreement shall constitute Customer's acceptance of the updated Agreement. If Customer does not accept the updated Agreement, Customer must notify PCS within 10 business days of becoming aware or being notified whichever is sooner and the update shall not take place until the Customer's next purchase of additional Services or Goods or the renewal of the Purchased Services.

14.2 Innovation. Customer recognises that PCS always seeks to innovate and find ways to improve the Services with new features and functions. Customer agrees that PCS may therefore change the Services (i) without notice provided such changes do not materially adversely affect the nature or quality of the Services or (ii) on written notice to Customer where such changes will materially adversely affect the nature or quality of the Services, provided that Customer shall have the right to terminate the Agreement on giving written notice to PCS not more than one (1) month following any such change taking effect. PCS will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination.

14.3 Export Compliance. The Services, other PCS technology, and derivatives thereof may be subject to export laws and regulations of the United Kingdom and other jurisdictions. PCS and Customer each represents that it is not on any U.K. Sanction list.

14.4 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in

the ordinary course of business do not violate the above restriction.

14.5 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between PCS and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied on in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) Addenda to this Agreement including Product Addendum and Data Processing Addendum, (3) this Agreement, and (4) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

14.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

14.7 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.8 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, (a) if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, PCS will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.11 Divestment. Without prejudice to parties' rights under Section titled "Assignment", PCS will consent to Customer's assignment of individual subscriptions or one or more Order Forms ("**Divested Subscriptions**") to a divested entity or acquiror (a **"Divestiture Assignee"**) in connection with an asset or business unit divestiture by Customer, provided the Divestiture Assignee has first accepted the terms of PCS's standard master services agreement (whether by signature or electronically), and provided that: A) at the time of the divestiture, the per unit pricing for Customer's subscriptions remaining as of the date of the divestiture, and the Divested Subscriptions, shall be increased to reflect the reduced volumes applicable to each entity respectively and B) Customer pays a fee for splitting Divested Subscriptions and the relevant Customer Data to the new instance of the Subscription Services. The parties shall execute replacement Order Forms accordingly at the time of such divestiture.

14.12 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to PCS will be addressed to the attention of Legal team to the PCS's registered address, e-mail: legal@personcentredsoftware.com; or as updated by PCS via written notice to Customer. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to a system administrator of the relevant Services designated by Customer.

14.13 Governing Law and Venue. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of England and Wales, the courts located in London, United Kingdom, will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

14.14 Transition Terms. Customers that purchased the Subscription Services prior to 18 July 2024, the obligation to use direct debit for their payments and the payment terms of quarterly in advance for Perpetual Order Forms shall apply only from 1 June 2025. Until then, the Perpetual Order Forms shall be billed monthly in arrears.

14.15 Customer Reference. Customer agrees that PCS may refer to Customer as its client using its name, logo and trademark in PCS's marketing materials, social media posts and on its website. Upon Customer's request (email acceptable), PCS shall stop referring to Customer as its client going forward.