

My ePCR - Software (SaaS) and Service License Agreement

THIS SAAS AGREEMENT ("AGREEMENT") BETWEEN MY SOFTWARE GROUP LTD AND ITS AFFILIATES (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with My Software Group Ltd) (COLLECTIVELY, "Licensor", "WE", "US", "OUR" OR "LICENSOR") AND THE INDIVIDUAL OR LEGAL ENTITY LICENSING THE SOFTWARE AND/OR SERVICES UNDER THIS AGREEMENT AND/OR UNDER AN APPLICABLE ORDER FORM ("YOU" OR "CUSTOMER") AND TOGETHER WITH LICENSOR, THE "PARTIES") GOVERNS CUSTOMERS' ACCESS AND USE OF THE SOFTWARE AND/OR SERVICES.

Preamble

- A. Licensor has developed and owns software that enables users to complete patient report forms digitally. Such solutions are provided to customers on a Software-as-a-Service (SaaS) basis; and
- B. This Agreement governs the Parties' relation in connection with the Customer's Subscription, as well as its End User's access to and usage of the Service (as defined below).

1. Acceptance of Terms of Service

- 1.1 By subscribing to Our SaaS (the "Service"), You accept these Terms of Service ("TOS").
- 1.2 You manifest acceptance of these TOS by: (a) clicking "I Accept" or similar button, (b) signing an Order Form referencing these TOS, (c) accessing or using the Software/Services, or (d) starting a trial. Trial users are bound by all terms except payment obligations. We will provide at least 3 days' notice before converting any trial to a paid subscription. Your continued use after such notice constitutes acceptance of paid terms. We reserve the right to terminate any trial at our discretion
- 1.3 The Service may be accessed by an individual (but only for professional purposes related to the user's employment or business) or on behalf of a company. In the case of the latter, You warrant (i) that You are authorised to represent the organisation and (ii) that You accept the TOS on behalf of the organisation as You are authorised to.
- 1.4 The TOS may be modified from time to time at Our sole discretion. We will provide at least 30 days' advance notice of any material changes via email or through the Service. Your continued use of the Service after such notification constitutes acceptance of the modified TOS. All contract renewals will be subject to the TOS in effect at the time of the renewal.

2. Software Access; Restrictions

2.1 Subject to these TOS and Customer's timely payment of all applicable fees, we grant the Customer a limited, non-transferable, non-sublicensable, and non-exclusive right to access and use Licenser's proprietary and hosted software products and the related documentation (the "Software" or "Service") via a web browser and app solely for Customer's internal business purposes.

2.2 Licensor is hosting the Service and makes the Service available to You for usage via a web browser or app. Nothing contained in these TOS shall transfer any rights in or to the Service other than those rights specifically contained in this agreement. Licensor is not obligated to make available or deliver any copies of programs or code in any way, shape or form.

2.3 You shall not (i) copy, modify, alter or create derivative works from the Service; (ii) lease, rent, distribute, or resell the Service; (iii) or use the Service as the basis for creating a competitive solution (or assisting a third party to do so). You will use the Service in compliance with your applicable local, regional, national, and international laws, rules and regulations.

2.4 You shall not, personally or via third-party authorisation, (i) use the Service to upload or distribute any content that is unlawful, fraudulent, defamatory, abusive, contains viruses, or is otherwise objectionable as reasonably determined by Licensor; (ii) resell, reproduce, duplicate or exploit any part of the Service without Our express written permission; or (iii) use any robot, spider, another automated or manual process to monitor or copy any content from Licensor's software.

2.5 The paid licence granted to You includes basic support at no additional charge. We will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99% ("Service Level Target"). Service availability excludes: (a) planned downtime (with at least 24 hours advance notice), (b) emergency maintenance (with notice as soon as practicable), or (c) any unavailability caused by circumstances beyond Our reasonable control, including without limitation: acts of God, acts of government, natural disasters, acts of terror, internet service provider (ISP) failures or delays, strikes or other labour events (other than those involving Our employees), or denial of service (DDoS) attacks. Customer's sole and exclusive remedy for Our failure to meet the Service Level Target shall be to receive service credits as detailed in Our Service Level Agreement.

3. Data Protection

The parties acknowledge that the protection of data is of paramount importance under these TOS. Both parties agree to comply with the Data Processing Agreement, which is hereby incorporated by reference and can be accessed at www.mysoftwaregroup.co.uk/dpa. Additionally, both parties shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and any other applicable national laws.

4. Payment Terms; Commitment Periods

- 4.1 Users may request a trial of the Service by completing the onboarding form available on our website. Upon receipt of a trial request, Licensor will establish the user's access to the Service and dispatch a password reset email to the user.
- 4.2 The trial period shall last for seven (7) days from the date the user receives access to the Service. During this time, You may utilise the Service at no cost.
- 4.3 Should You wish to continue using the Service beyond the trial period, Licensor will send the user a payment link through Stripe to facilitate the commencement of a paid subscription. The paid subscription will activate on the date Licensor receives Your first payment.
- 4.4 Monthly subscription payments will be processed via Stripe. The user will be billed automatically each month on the same calendar day as the initial payment. If Your card payment fails, we will try again however if no payment is received within 14 days of the initial attempt, Your access to the Service may be suspended until you contact Us and pay any outstanding charges.
- 4.5 You may increase the number of Authorised Users at any time by contacting Us and paying the applicable additional fees. An "Authorised User" means an individual employee, contractor, or agent of Customer who has been given access credentials to the Service by Customer. Customer shall be responsible for ensuring Authorised Users comply with these TOS and the End User Licence Agreement and shall be liable for any breach by an Authorised User.

4.6 The prices for Your subscription may be annually adjusted by up to the greater of (i) 7% or (ii) the increase in the UK Consumer Price Index plus 3%. These price adjustments will be communicated to You in writing at least 60 days before taking effect and shall not apply to any periods that You have already paid for. Any change in price resulting from a change in the scope of features or the number of employees or devices to be administered shall not be considered a price adjustment within the meaning of this section and may be implemented immediately upon notice.

4.7 Any late payments are subject to Us exercising our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation. An additional invoice will be sent and will include the interest and debt recovery costs accumulated during the overdue period of the original invoice. This will be sent following successful payment of the original invoice and will be payable within 30 days.

4.8 We may change the amount of your monthly payments or take an additional payment to collect any payments from all overdue invoices. If we do this, we will notify you of the new or additional charge, at least 5 days prior to the payment being collected.

5. Proprietary Rights

5.1 Licensor owns all rights, titles and interests in and to the Software including without limitation all intellectual property rights, and such rights are protected by intellectual property laws.

5.2 You retain all rights, titles and interests to all input uploaded to the Service by You, or by Us on Your behalf if this information was already in Your possession. We have no rights or interests in Your personally identifiable information.

5.3 Provided that such use does not reveal personally identifiable information, We may collect, use and disclose the performance and transactional data related to the use of the Software and/or Service for Our business purposes.

5.4 Licensor warrants that it owns all rights, title, and interest in and to the Software, including without limitation all intellectual property rights, and that the use of the Software by the Customer in accordance with these TOS does not infringe upon the intellectual property rights of any third party.

5.6 Licensor shall indemnify, defend, and hold harmless the Customer from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to any claim that the Software infringes any intellectual property rights of a third party.

5.7 In the event of such a claim, Licensor, at its sole discretion, may (i) procure for the Customer the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) if neither of the foregoing options is reasonably available, terminate the Customer's right to use the Software and refund any pre-paid, unused fees for the remainder of the term. Licensor shall have no liability or obligation under this clause with respect to any claim based upon (a) use of the Software in combination with any products, services, or technology not supplied by Licensor, (b) any modification of the Software by a party other than Licensor, or (c) use of the Software other than in accordance with these TOS.

5.8 In the event of any litigation arising from a claim under these TOS, Licensor shall have the sole right to control the defence and settlement of such litigation. Licensor reserves the right to select legal counsel and make all strategic decisions regarding the conduct of the litigation, including whether to settle any claims and on what terms. The Customer agrees to cooperate fully with Licensor in the defence of any claim and to provide any assistance reasonably requested by Licensor in connection with such litigation.

6. Employee Responsibility; Illicit Use of the Service

6.1 You accept that Licensor does not exercise any control over Your specific HR practices or decisions related to employment, promotion, compensation or termination. You assume full responsibility for all decisions made with respect to Your use of the Software and/or Service and agree to use such Software and/or Service at Your own risk.

6.2 It is Your sole responsibility to monitor Your company's compliance with all applicable laws when using Our Software and/or Service.

6.3 Uploaded content and information must be consistent with Your applicable laws. All uploads that may cause harm to Our interests or public image are not permitted. This especially applies to the following:

6.3.1 uploading content in contravention to any applicable data protection, criminal, and copyright laws as well as personality and commercial protection rights; and

6.3.2 uploading content of any defamatory, harassing, fraudulent, libelous, obscene, virus-containing, unconstitutional, sexist, racist, or pornographic nature.

6.4 In the event that an obligation of these TOS is violated, We shall, after having issued a warning, have the right to restrict access to our Software and/or Service until the Customer ceases the violation and remedies any relevant consequences.

6.5 You will be held responsible for the actions of Your employees, contractors, and agents using our Service. You shall defend, indemnify and hold harmless Licenser, its affiliates, officers, directors, employees and agents from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising from: (i) Your or Your Authorised Users' use of the Service; (ii) Your breach of these TOS or applicable laws; (iii) Your data or content; or (iv) any illicit use of the Service by You or any of Your Authorised Users.

6.6 In the event of any preclusion, termination rights and claims for damages shall not be affected.

7. Limitation of Liability

7.1 Licenser's total liability to the Customer for any claim arising from or in connection with these TOS, whether in contract, tort, or otherwise, shall be limited to the total amount paid by the Customer to Licenser in the twelve (12) month period immediately preceding the event giving rise to such claim. This limitation of liability shall apply to the fullest extent permitted by applicable law, notwithstanding any failure of the essential purpose of any limited remedy provided herein.

7.2 In no event shall Licenser be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to, loss of profits, revenue, goodwill, use, data, or other intangible losses, resulting from or arising out of the use of, inability to use, or reliance on the Software and/or Service, even if Licenser has been advised of the possibility of such damages.

Nothing in this clause seeks to limit Licenser's responsibility for any liability that cannot be excluded under applicable law, including but not limited to, fraud, fraudulent misrepresentation and personal injury.

7.3 For the avoidance of doubt, the Service is not certified as a medical device and is intended for administrative use only. Customer acknowledges that it is responsible for ensuring compliance with all applicable healthcare regulations, including but not limited to HIPAA, GDPR, and NHS Data Security and Protection Toolkit requirements.

8. Term Activation and Termination

8.1 These TOS become effective upon commencement of Your subscription to the Software and/or Service ("Effective Date") and apply in full until all subscriptions granted in accordance with these TOS have expired or been terminated. In the case of free trial periods where You do not choose to purchase a subscription, the TOS will terminate at the end of the free trial period.

8.2 Your purchased subscriptions or licences commence on the start date specified in the applicable order and continue until cancelled.

8.3 You may terminate Your use of Our Software and/or Service at any point by emailing info@mysoftwaregroup.co.uk. You will not receive any refunds or credits for the termination of monthly, annual or other subscriptions when you cancel during a month, unless agreed otherwise you will lose all access to the services you cancelled at the end of your current billing period.

8.4 We may terminate or suspend Your access to the Service without liability if such termination or suspension is based on Our good faith belief that You have violated any of the TOS and You did not remedy the violation in question within thirty (30) days of Us giving notice of this violation.

8.5 The right to termination for cause and without notice remains unaffected.

8.6 Any notice of termination must be delivered in text form (e.g. via e-mail) to be effective.

8.7 Upon termination of the Service, the contract will end and any data we hold on you will be removed and unrecoverable at any point within 30 days.

9. Publicity

You agree that We may disclose the fact that You are Our customer and grant Us a worldwide, royalty-free license to use Your company name, logo, and testimonials in Our marketing materials online and offline. We will comply with Your brand guidelines provided to Us in writing. You may revoke these marketing permissions upon 90 days' written notice, provided that We may retain previously published materials containing Your information.

10. Miscellaneous

- 10.1 Customer may not assign its rights or obligations under these TOS without Licensor's prior written consent. Licensor may assign its rights and obligations under these TOS to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section shall be void.
- 10.2 Any disputes that the parties cannot amicably resolve through good faith negotiations within 30 days shall be finally resolved by binding arbitration in London, United Kingdom under the LCIA Rules by a single arbitrator. The arbitration shall be conducted in English. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction.
- 10.3 If any provision of this TOS shall be entirely or partly invalid or unenforceable, this shall not affect the validity and enforceability of all other provisions of these TOS. The invalid or unenforceable provision shall be replaced with the relevant valid and enforceable provision that as closely as possible reflects the economic intention that the Parties pursued with the invalid or unenforceable provision. If a material provision becomes invalid or unenforceable and cannot be reasonably replaced, Licensor may terminate these TOS upon 30 days written notice to Customer. If the essential terms of these TOS become invalid or unenforceable, Licensor may terminate these TOS upon written notice to You.
- 10.4 These TOS comprise the entire agreement between Us with respect to the Software and/or Service and supersede all prior representations, agreements and understandings, written or oral. No terms or conditions stated in your purchase order, order documentation, or other customer documents shall modify, supplement, or amend these TOS unless explicitly agreed to in writing by an Authorised representative of Licensor. No oral statements, advertisements, or representations by Our employees or agents shall modify, alter or amend these TOS. Any purchase order or other document issued by You is for administrative convenience only and shall not modify these TOS.

10.5 You agree to abide by these TOS and the following documents, which are incorporated by reference and available at the URLs specified: (a) Terms and Conditions [www.mysoftwaregroup.co.uk/terms-and-conditions], (b) End User License Agreement [www.mysoftwaregroup.co.uk/my-epcr-eula], and (c) Data Processing Agreement [www.mysoftwaregroup.co.uk/dpa]. In the event of any conflict between these documents, the order of precedence shall be: (1) these TOS and the Data Processing Agreement, (2) EULA, (3) Terms and Conditions, and (4) Acceptable Use Policy. We reserve the right to update these documents from time to time, with updates becoming effective upon posting to the specified URLs and notice to You.