

These Terms and Conditions shall apply to the purchase of goods and/or services by members of the EMIS Group (as defined below, including those trading under the name EMIS Health) in the following circumstances:

- these Terms and Conditions are expressly referred to in respect of the relevant Order (as defined below); or
- any goods or services are purchased in the absence of a separate formal agreement being in effect between the relevant parties.

For the avoidance of doubt, if the parties have entered into a separate formal agreement for the purchase of the relevant goods and/or services, or the Customer has provided any alternative terms and conditions, then those terms shall apply.

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

All purchases are subject to the following Terms and Conditions.

1. INTERPRETATION

1.1 Definitions In these Conditions, the following definitions and rules of interpretation apply (unless the context requires otherwise):

Business Day: means a day, other than a Saturday, a Sunday, a public holiday or a statutory holiday in England.

Commencement Date: has the meaning set out in clause 2.5.

Conditions: means these terms and conditions (as may be amended by the Customer from time to time).

Contract: means the contract between the Supplier and the Customer for the supply of Goods and/or Services (comprising the Order, these Conditions and any relevant documents referred to in these Conditions).

Customer: means the relevant member of the EMIS Group (as identified in the Order) which is purchasing the Goods and/or the Services from the Supplier.

Data Protection Legislation: means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR.

Deliverables: means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps,

plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery: means completion of delivery of an Order in accordance with clause 3.8 or clause 3.9.

Delivery Date: means the date specified for delivery of the relevant Goods and/or Services under an Order in accordance with clause 2.

Delivery Location: means the location specified for delivery the relevant Goods and/or Services under an Order in accordance with clause 3.7.

Documents: means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EMIS Group: means EMIS Group Plc (a company registered in England and Wales (Registered number: 06553923) and whose registered office is at Rawdon House, Green Lane, Yeadon, Leeds LS19 7BY) and any company in which it (directly or indirectly) owns or controls the voting rights attaching to not less than 51% of the issued share capital, or controls directly or indirectly the appointment of a majority of the board of management.

Goods: means the goods (or any part of them) set out in the Order.

Goods Specification: means the specification for the Goods as provided in writing by the Supplier to the Customer (and which may include a reference to the Supplier's catalogues).

Intellectual Property Rights: means all patents, rights to inventions, copyright and related rights, trade marks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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.

Mandatory Policies: means the Customer's: (i) Modern Slavery and Human Trafficking Policy; and (ii) Anti-bribery and Anti-corruption Policy, (in each case as may be updated from time to time) copies of which will be made available to the Supplier.

Materials: has the meaning set out in clause 4.4(j)).

Order: means an order submitted by the Customer for the purchase of the relevant Goods and/or Services, as set out in the Customer's purchase order form, or in the

Customer's written acceptance of the Supplier's quotation, as the case may be.

Order Number: means a number assigned by the Supplier to an Order made by the Customer.

Services: means the services, including any Deliverables, to be provided by the Supplier under the relevant Contract as set out in the relevant Order (and as may be detailed more fully in the relevant Service Specification).

Service Specification: means the description or specification for Services agreed in writing by the Customer and the Supplier.

Supplier: means the person or firm who supplies the Goods and/or Services to the Customer as detailed in the relevant Order.

VAT: means applicable value added tax chargeable under English law for the time being (and any similar additional or replacement tax).

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to: (i) a party includes its personal representatives, successors or permitted assigns; (ii) a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; (iii) a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (iv) a reference to **writing** or **written** includes e-mails;
- (c) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (d) the language of these Conditions will, in all cases, be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party.

2. **BASIS OF CONTRACT**

- 2.1 The Customer may, from time to time, place Orders with the Supplier which will detail the relevant Goods and/or Services it wishes to purchase.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.3 Each Order shall:

- (a) be given in writing or, if given orally, shall be confirmed in writing within five Business Days;
- (b) specify the type and quantity of Goods and/or the scope of the Services ordered; and
- (c) (unless the parties agree that the Customer may specify the date and location after placing the Order) specify the Delivery Date by which the relevant Goods and/or Services ordered are to be delivered or performed, and the Delivery Location. If the Delivery Date and/or Delivery Location are to be specified after the placing of an Order, the Customer shall give the Supplier reasonable advance notice of the relevant information.

2.4 The Supplier shall confirm receipt of each Order within 24 hours of the Customer placing the relevant Order (if placed on a Business Day (or if the Order is not placed between 9:00am and 5:00 pm on a Business Day, 24 hours from 9.00am on the first Business Day following the Customer placing the Order)), unless otherwise agreed by the parties.

2.5 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.6 The Supplier shall assign an Order Number to each Order received from the Customer and accepted by the Supplier and will notify such Order Numbers to the Customer. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

2.7 The Customer may amend or cancel an Order by written notice to the Supplier. If the Customer amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of costs reasonably incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation (and for the avoidance of doubt, such compensation shall not include any loss of anticipated profits or any consequential loss), except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under the Contract, the Customer shall have no liability to the Supplier in respect of it.

2.8 Without prejudice to clause 2.5, if, following receipt of an Order, the Supplier believes that it will (for whatever reason) be unable to fulfil the same then it shall promptly notify the Customer and the parties shall discuss what changes, if any, might be made to the Order in order to

enable the Supplier to fulfil the same (failing which the Customer may cancel the relevant Order in accordance with clause 2.7 without any liability to the Supplier).

2.9 For the avoidance of doubt:

- (a) these Conditions are to the exclusion of any terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing; and
- (b) these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that all Goods supplied under the Contract shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, (expressly or by implication);
- (c) where applicable, be free from any defects in design, materials and workmanship and remain so for twelve (12) months after Delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the relevant Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to inspect and test the Goods at any time before, upon or for a reasonable period of time following, Delivery.

3.4 If, following such inspection or testing, the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce, or otherwise affect, the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned at the cost of the Supplier.

3.7 The Supplier shall deliver the Goods:

- (a) on the date specified in the relevant Order or, if no such date is specified, then within twenty one (21) days of the date of the Order;
- (b) to such location as is set out in the relevant Order or as instructed by the Customer before delivery; and
- (c) during the Customer's normal hours of business, or as otherwise instructed by the Customer.

3.8 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

3.9 If the Supplier:

- (a) delivers less than 95 per cent of the quantity of Goods ordered, the Customer may reject the Goods; or
- (b) delivers more than 105 per cent of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or just the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

3.10 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.1.

3.11 Title and risk in the Goods shall pass to the Customer on completion of delivery.

4. SUPPLY OF SERVICES

4.1 The Supplier shall from the date set out in the relevant Order and for the period specified in the relevant Order (or if no period is specified, for the term of the Contract) provide the Services to the Customer in accordance with the terms of the Contract.

4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

4.3 The Customer may terminate the provision of any Services at any time by giving the Supplier not less than one month's notice in writing. If the Customer terminates the Services early then it shall reimburse the Supplier for costs (and for the avoidance of doubt, this shall not include any loss of anticipated profits or any consequential loss) reasonably and unavoidably incurred as a direct consequence of such termination (up to a maximum of the fees that would otherwise have been payable in the following three (3) months).

4.4 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer;
- (b) perform the Services with all due care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services (and any Deliverables) will conform with all descriptions and specifications set out in the relevant Order and Service Specification (if any), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations from time to time in force;

(h) comply with the Mandatory Policies (as may be provided in writing to the Supplier from time to time);

(i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

(j) hold all materials, equipment and tools, drawings, specifications, information, Documents and data supplied by the Customer to the Supplier, including computer programs and reports, (collectively, the "Materials") in safe custody at its own risk, maintain the Materials in good condition until returned to the Customer, and not dispose or use the Materials other than in accordance with the Customer's written instructions or authorisation; and

(k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

5. CUSTOMER REMEDIES

5.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer, without limiting its other rights or remedies, may (at its discretion):

(a) terminate the Contract with immediate effect by giving written notice to the Supplier (and without any liability to the Supplier);

(b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

(c) recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;

(d) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, have such sums refunded by the Supplier; and/or

(e) claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Customer may (at its discretion and whether or not it has accepted the Goods):

- (a) reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) terminate the Contract with immediate effect by giving written notice to the Supplier (and without any liability to the Supplier);
- (c) require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and/or
- (f) claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

5.3 This clause 5 shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

5.4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

6. CUSTOMER OBLIGATIONS

6.1 The Customer shall:

- (a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
- (b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

7. CHARGES AND PAYMENT

7.1 The price for the Goods:

- (a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the date the relevant Order is issued by the Customer; and

(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

7.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

7.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

7.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the annual rate of four percentage points above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

7.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

7.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is

present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 In respect of the Goods and any goods that are transferred to the Customer as part of the Services under the Contract, including the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.

8.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

8.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

8.4 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of this Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with 8.2.

8.5 All the Materials are the exclusive property of the Customer.

9. CONFIDENTIALITY

9.1 A party (a "**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (a "**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain.

9.2 The Receiving Party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be

10. INDEMNITY

10.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

(a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and/or

(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11. INSURANCE

During the Term and for a period of not less than six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. DATA PROTECTION

12.1 This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation).

12.3 Annex 1 sets out a template data processing schedule which will capture the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation). The relevant parties shall, in connection with the delivery of any Services, update Annex 1 to reflect any processing being undertaken by the Supplier which will apply for the purposes of the relevant Contract.

12.4 Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary rights and notices in place to enable the lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.

12.5 The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- (a) process that Personal Data on the written instructions of the Customer (unless otherwise required by law);
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) take all reasonable steps to ensure the reliability and integrity of personnel who have access to and/or process Personal Data;
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by law to store the Personal Data; and
- (h) allow for audits by the Customer or the Customer's designated auditor in respect of the Supplier's data processing activities under the Contract.

12.6 The parties may, acting reasonably, agree to amend the Contract to ensure that it complies with any applicable guidance issued by the Information Commissioner's Office from time to time.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Customer may terminate the Contract at any time for convenience by giving the Supplier not less than one (1) month's written notice.

13.2 In any of the circumstances in which the Customer may terminate the Contract, where both Goods and Services are supplied, it may terminate the Contract in respect of the Goods, or in respect of the Services, or both at its discretion and the Contract shall continue in respect of the remaining supply.

13.3 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice if the other party:

- (a) commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of receipt of notice in writing to do so;
- (b) presents a petition or have a petition presented by a creditor for its winding up, enters into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), has a receiver of all or any of its undertakings or assets appointed, is deemed by virtue of the applicable law to be unable to pay its debts, or ceases to carry on business; or
- (c) (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable

of managing his own affairs or becomes a patient under any mental health legislation.

13.4 Termination of the Contract shall not affect 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 Contract which existed at or before the date of termination.

13.5 Expiry (where a term is specified in the Order) or termination of the Contract for any reason (whether under these Conditions or otherwise) will not affect any provision of the Contract which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination (including, clauses 8, 9, 10, 11, 12, 13 and 14.9)

13.6 On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14. GENERAL

14.1 **Assignment and other dealings.** The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

The Supplier shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

14.2 **Notices.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next Business Day delivery service, or by commercial courier, or in the case of notices issued to the Customer by e-mail, to ContractBidsandFulfilment@emisgroupplc.com.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the

time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.4 **Entire agreement.** The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.5 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

14.7 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

14.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Customer.

14.9 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the

Contract or its subject matter or formation (including non-contractual disputes or claims).

ANNEX 1 – Processing, Personal Data and Data Subject

1. Processing by the Supplier
 - 1.1 Subject matter of the processing: for the purposes of delivering the relevant Goods and/or Services and meeting other obligations specified in this agreement.
 - 1.2 Nature: such processing as is necessary to enable the Supplier to provide the Good and/or Services provided for under this agreement (which may include, from time to time: collecting, recording, organising, structuring, storing, adapting and altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, combining, restricting access to, erasing or destroying of data).
 - 1.3 Purpose of processing: for the purposes of facilitating the delivery by the Supplier of the Goods and/or Services specified in this agreement.
 - 1.4 Duration of the processing: for the term of this agreement (and as may be required post-termination, including, for the Supplier to meet any reporting or other obligations it may have).
2. Types of Personal Data: names, addresses and telephone numbers of the Customer's personnel and, where relevant dependent on the relevant Good and/or Services being delivered, the Customer's end users.
3. Categories of Data Subject: the Customer's personnel (including those of its associated entities or third party suppliers) and, where relevant dependent on the relevant Good and/or Services being delivered, the Customer's end users.