

LUMIRADX CARE SOLUTIONS UK LTD ENGAGE SOFTWARE LICENCE AGREEMENT VERSION 8.0

This licence agreement (together with our privacy policy) (the “**Agreement**”) is a legal agreement between the patient (“**you**”) and LumiraDx Care Solutions UK Ltd a company registered in England and Wales with company number 03473597 whose registered office is at c/o Francis Clark LLP, Lowin House, Tregolls Road, Truro, Cornwall TR1 2NA (“**LumiraDx**”, “**us**” or “**we**”) and our trading address is at 1 North Crofty, Tolvaddon Energy Park, Camborne, Cornwall TR14 0HX.

SCOPE OF AGREEMENT

This Agreement sets out the terms on which you may use:

- the software known as Engage and any updates or supplements to it (“**Engage**”) once you have downloaded a copy of Engage onto your mobile telephone or handheld device (“**Mobile Device**”) and/or logged onto via a computer;
- any services accessible through Engage (the “**Services**”), unless otherwise stated; and
- the electronic documentation made available via Engage (the “**Documentation**”).

IMPORTANT NOTICE

This Agreement applies to your use of Engage the Services and the Documentation regardless of the delivery platform or device used to access it.

Engage, the Services and the Documentation are provided to facilitate supported patient self-care provided by clinicians by enabling transmission of data between you and your clinician. Your clinician is responsible for your care and will retain full and sole responsibility for prescribing and dosing medication. We do not provide clinical advice or clinical services.

By clicking the “Accept” button, you confirm that you agree to the terms of this Agreement which will bind you. This notice forms part of the agreed terms. If you do not agree to the terms of this Agreement, we will not license Engage to you.

You will be responsible for ensuring that any use of Engage, the Services or the Documentation by a carer complies with the terms of this agreement.

AGREED TERMS

1 ACKNOWLEDGEMENTS

- 1.1 If you are under 18 years of age, consent must be obtained from your parent or guardian before you can use Engage, the Services and the Documentation.
- 1.2 We licence use of Engage to you on the basis of this Agreement and subject to any rules or policies applied by any appstore provider or operator from whose site you download Engage (the “**Appstore rules**”).

- 1.3 If any open-source software is included in Engage the terms of an open-source licence may override some of the terms of this Agreement.
- 1.4 You will be assumed to have obtained permission from the owners of the devices, on which you have downloaded or used a copy of Engage which are controlled, but not owned, by you.
- 1.5 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related words.

2 GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use Engage the Services and the Documentation, subject to these terms. We reserve all other rights.
- 2.2 You may only:
 - (a) use Engage and the Services for your personal purposes;
 - (b) share access to Engage and the Services with your carer or close family member for the purposes of sub-clause (a); and
 - (c) use the Documentation to support your use of Engage and the Services as provided in sub-clauses (a) and (b).

3 LICENCE RESTRICTIONS

You agree that you will:

- (a) not copy Engage, the Services or the Documentation;
- (b) not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify Engage, the Services or the Documentation;
- (c) not make alterations to, or modifications of, the whole or any part of Engage, the Services or the Documentation or permit Engage, the Services or the Documentation or any part to be combined with, or become incorporated in, any other programs or documentation;
- (d) not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of Engage or the Services;
- (e) not provide or otherwise make available Engage, the Services or the Documentation in whole or in part (including object and source code), in any form to any person other than provided for in clause 2.2 without prior written consent from us, (together, the “**Licence Restrictions**”).

4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use Engage, the Services or the Documentation in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data into Engage, the Services or the Documentation or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of Engage, the Services or the Documentation (to the extent that such use is not licensed by this Agreement);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of Engage, the Services or the Documentation;
- (d) not use Engage, the Services or the Documentation in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

- (e) not collect or harvest any information or data from Engage, the Services or the Documentation,
(together, the “**Acceptable Use Restrictions**”).

5 REGISTERED USERS

- 5.1 If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the terms of this Agreement.

6 TRAINING

- 6.1 You agree to undertake any training as set out by Engage or requested by your clinician from time to time.
- 6.2 You further agree to participate in any additional monitoring or face to face appointments as your clinician may from time to time require.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all intellectual property rights in Engage, the Services or the Documentation throughout the world belong to us (or our licensors) and that rights in Engage, the Services or the Documentation are licensed (not sold) to you. You have no rights in, or to, Engage, the Services or the Documentation other than the right to use them in accordance with this Agreement.
- 7.2 You acknowledge that you have no right to have access to Engage in source-code form.

8 LIMITATION OF LIABILITY

- 8.1 You acknowledge that Engage, the Services or the Documentation have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of Engage and the Services as described in the Documentation meets your requirements.
- 8.2 We only supply Engage, the Services and Documentation for domestic and private use. You agree not to use Engage, the Services or the Documentation for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.3 If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Agreement or our negligence up to the limit specified in clause 8.4, but we are not responsible for any unforeseeable loss or damage.
- 8.4 Our maximum aggregate liability under or in connection with this Agreement (including your use of our Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to value of the PSC Device (as defined in clause 10 below) and Services. This does not apply to the types of loss set out in clause 8.5.
- 8.5 Nothing in this Agreement shall limit or exclude our liability for:
 - (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.
- 8.6 This Agreement sets out the full extent of our liability to you in respect of Engage, the Services and the Documentation. Except as expressly stated in this Agreement, there are no representations,

warranties or guarantees, whether express or implied, that are binding on us. Any condition, warranty or guarantees concerning Engage, the Services and the Documentation which might otherwise be implied into this Agreement, whether by statute, common law, or otherwise, is excluded to the fullest extent permitted by law.

9 TERMINATION

- 9.1 We may terminate this Agreement immediately by written notice to you:
- (a) if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and
 - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 9.2 On termination for any reason:
- (a) all rights granted to you under this Agreement shall cease;
 - (b) you must immediately cease all activities authorised by this Agreement, including your use of Engage, the Services and the Documentation; and
 - (c) you must immediately delete or remove Engage from all devices, and immediately destroy all copies of Engage in your control and confirm that you have done so.

10 YOUR DATA

- 10.1 Our Privacy Policy [<https://lumiradxcaresolutions.com/engage-privacy-policy/>] sets out the terms on which we (as data controller) process any personal data we collect from you or you provide to us through your use of Engage and the Services, unless you are using a third party Service to which case the third party provider's privacy policy will apply.
- 10.2 Your medical records, test results and all other personal data collected through your use of Engage and the Services will always remain within the control of your clinician who will be the Data Controller and we shall be the Data Processor (as defined in the General Data Protection Regulation ((EU) 2016/679) (**GDPR**)) of such data. When processing your data for the clinician we shall:
- (a) only do so in accordance with the clinician's instructions and these terms (unless required by law);
 - (b) implement appropriate technical, contractual and organisational measures to protect your personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - (c) ensure that all personnel who have access to and/or process your personal data are obliged to keep the Personal Data confidential; and
 - (d) not process or transfer any personal data outside the European Economic Area without the clinician's prior written consent and appropriate safeguards in place.
- 10.3 We shall only process your data which is in the control of your clinician (referred to in clause 10.2), for the following purposes:
- (a) to provide Engage, the Services and the Documentation;
 - (b) for support and maintenance services and to ensure your safe use of Engage and the Services;
 - (c) to improve the performance or features of Engage and the Services;
 - (d) to provide your clinician with information and feedback about your use of Engage and the Services (including any test results and medical information);
 - (e) to provide you with feedback about your use of Engage and the Services;
 - (f) to improve or develop Engage and any Services; and
 - (g) to comply with any relevant statutory or regulatory requirement imposed on us from time to time.

- 10.4 We shall duly observe and comply with our applicable obligations under the Data Protection Legislation which arise in connection with this Agreement. This clause 10 is in addition to, and does not relieve, remove or replace, our obligations under the Data Protection Legislation.

11 SUPPORT SERVICES AND COMMUNICATIONS BETWEEN US

- 11.1 If you want to learn more about Engage or have any problems using them please take a look at our support resources provided to you by us from time to time.
- 11.2 If you experience any issues with Engage or the Services, please email us at ac-support@lumiradx.co.uk or call us on +44 (0)1209 721945 or any other telephone number or email address as we may notify you in writing from time to time.
- 11.3 If you wish to contact us in writing for any other reason you can send us an e-mail at hello@lumiradx.co.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 11.4 If we have to contact you, we will do so by email, telephone or SMS using the details you provide to us when you register to use Engage.

12 CHANGES TO THIS AGREEMENT

- 12.1 We may need to change this Agreement to reflect changes in law or to deal with additional features which we introduce.
- 12.2 We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start using Engage.
- 12.3 If you do not accept the notified changed you will not be permitted to continue to use Engage or the Services.

13 UPDATES AND CHANGES TO SERVICES

- 13.1 From time to time we may automatically update Engage and change the Services to improve performance, enhance functionality, reflect changes to operating system or address security issues. Alternatively we may ask you to update Engage for these reasons.
- 13.2 If you choose not to install such automatic updates you may not be able to continue using Engage.

14 OTHER IMPORTANT TERMS

- 14.1 If our provision of Engage the Services and the Documentation is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if the delay continues for a period of 30 days or more you may contact us to end this Agreement.
- 14.2 We may transfer your rights and obligations under this Agreement to another person, if we agree in writing.
- 14.3 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.4 Each of the terms of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.
- 14.5 Please note that this Agreement, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.



CONTACT

Questions, comments and requests regarding any part of this Agreement should be addressed to hello@lumiradx.co.uk or such other email address as we may notify to you in writing from time to time.