LUMIRADX CARE SOLUTIONS UK LTD
END USER LICENCE AGREEMENT FOR INRSTAR
VERSION 2.1 GDPR VERSION

This end user licence agreement (together with our privacy policy) (**EULA**) is a legal agreement between the Location (as defined below) 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, TR1 2NA (**LumiraDx**, **we** or **us**) and governs the Location's use of the online software component known as INRstar, including updates and new releases issued from time to time (**Software**) and electronic and physical documentation (**Documentation**).

IMPORTANT NOTICE:

By clicking the "Accept" button the Location, and its employees, agents and independent contractors (which includes clinicians) who are authorised by the Location to use the Software (the **users**), confirms that it agrees to the terms this EULA. This EULA includes, in particular, limitations on liability in clause 13.
If one of the users do not agree to the terms of this EULA and clicks the "Do not accept" button, LumiraDx will prevent such user from accessing and using the Software and Documentation.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this EULA:

Branch Site: the branch sites of the Location as set out on the Purchase Order(s).

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

Caldicott Principles: the principles applying to the handling of patient-identifiable information set out in the report of the Caldicott Committee (1 December 1997) and The Information Governance Review (March 2013 aka Caldicott 2) and the Review of Data Security, Consent and Opt-outs (June 2016, Caldicott 3).

Confidential Information: any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either party and all personal data and sensitive data within the meaning of the Data Protection Legislation.

Contract: the Terms and Conditions of Trading, the relevant Purchase Order and this EULA.

Data Protection Legislation: the General Data Protection Regulation (*(EU) 2016/679*) (**GDPR**) and any national implementing laws, regulations and secondary legislation, the Data Protection Act 1998 , the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to

processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Data Controller: has the meaning given to it in the GDPR.

Data Processor: has the meaning given to it in the GDPR.

EMIS: Egton Medical Information Systems Limited a company registered in England and Wales with company number 2117205 whose registered office is at Rawdon House, Green Lane, Yeadon, Leeds LS19 7BY.

EMIS API Interface: EMIS' proprietary application programming interface for third party integration with EMIS' healthcare IT systems, including any enhancements, new versions or releases of such software.

EMIS Software: EMIS' software products, the EMIS API Interface, to be licensed under this EULA and includes the storage media and any documentation which may be supplied by EMIS (the licensor of the EMIS Software) with the Software.

Engage Software: the specialist software developed by LumiraDx to be used in connection with Services.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Initial Term: the initial term set out on the Purchase Order.

Licence Fees: the licence fees payable by, or on behalf of, the Location to LumiraDx for the use of the Software and Documentation.

Location: the relevant legal entity, or their Branch Site, named within the Software when accessing the Software, which is acting as Data Controller.

LumiraDx Group: means LumiraDx, any subsidiary or any holding company from time to time of LumiraDx, and any subsidiary from time to time of a holding company of that company. Each company in the LumiraDx Group is a member of the LumiraDx Group and the term "LumiraDx Group Company" shall be construed accordingly.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Patient(s): an individual or individuals accessing care/medical services from a relevant Location.

Patient Contract Terms: the contractual terms between the Qualifying Patient and LumiraDx to include terms applicable to the use of the PSC Device, training and the application of the Engage Software.

Patient Data: the clinical information (including, but not limited to, Personal Data) collected by the Location in the course of treating Patients which is inputted by its employees, agents and independent

contractors, or LumiraDx on the Location's behalf, onto the Software for the purpose of using the Software.

Patient Records: the patient records purchased by, or on behalf of, the Location which enables users to access and use the Software in accordance with this EULA.

Personal Data: has the meaning given to it in the GDPR.

PSC: patient self-care that supports a Patient to manage and monitor their medical condition.

PSC Device: the device and/or component used for self-care that is approved by LumiraDx and is identified on the Purchase Order(s).

PSC Services: the services and/or programmes relating to PSC as set out in the Purchase Order(s).

Purchase Order(s): the purchase order or orders issued by LumiraDx to the Location, or the third party acquiring the services on the Location's behalf, setting out the details of the Contract.

Qualifying Patients: Patients already undertaking treatment under the supervision of clinicians under the ultimate control of the Location.

Renewal Term: the renewal term set out on the Purchase Order(s).

Requests for Information: means a request for information or an apparent request under the FOIA.

Services: PSC Services and/or any other services and any updates or new releases issued from time to time.

Start Date: the start date set out on the Purchase Order(s).

Terms and Conditions of Trading: LumiraDx's standard terms and conditions of trading which are attached to the Purchase Order(s).

2. GRANT OF LICENCE

2.1 In the event that the EMIS API Interface is enabled, the Location acknowledges that the Software includes third party software (the EMIS Software) which is the intellectual property of EMIS.

2.2 The Software is NOT free or shareware.

2.3 In consideration of the Location agreeing to abide by the terms of this EULA, LumiraDx hereby grants to the Location, and the users, a non-exclusive, non-transferable right to use the Software and the Documentation in England, Scotland, Wales and Northern Ireland for the treatment of Patients. LumiraDx may from time to time change the range of treatments that can be used in connection with the Software. This licence shall extend to the application of the Services subject to the Location complying with the specific provisions set out in this EULA.

2.4 LumiraDx issues updates to the Software and Documentation from time to time. The Location acknowledges that additional features may not be issued free of charge and may be purchased in accordance with LumiraDx's standard fees from time to time in force.

2.5 The Location will be licensed to use the Software for the number of Patient Records purchased and allocated by LumiraDx to the Location. Additional Patient Records can be purchased from time to time by the Location in accordance with the terms of the Terms and Conditions of Trading.

2.6 The Location is responsible for ensuring that all usernames and passwords are kept confidential.

2.7 The Location shall not access, store, distribute or transmit any viruses during its use of the Software.

2.8 The Location shall not, except as expressly set out in this EULA or as permitted by law:

(a) attempt to copy, duplicate, create derivative works from, frame, mirror, republish, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

(b) attempt to reverse compile, disassemble, decompile, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

(c) access all or any part of the Software and Documentation in order to build a product which competes with the Software;

(d) use the Software and/or Documentation to provide services to third parties, unless otherwise agreed in writing by LumiraDx;

(e) translate, modify, sub-licence, sub-lease, rent, lease, loan, redistribute or otherwise commercially exploit the Software; or

(f) use the Software for any immoral, illegal or for any purpose which may be determined threatening, abusive or harmful.

3. SERVICES

3.1 The Location shall procure that all users comply with the specific provisions relating to Services as set out in the Software and/or Documentation and shall ensure that:

(a) Qualifying Patients are asked by the clinician whether they would be interested in taking part in the Services;

(b) if the Qualifying Patient indicates that he/she is interested, then the clinician shall notify LumiraDx in accordance with the procedures and guidelines set out in the Software and Documentation;

(c) subject to the Qualifying Patient agreeing to the Patient Contract Terms, the relevant end user licence agreement and privacy policy, the clinician shall assess the Qualifying Patient's competency and ability in relation to use of the Engage Software and, where applicable, the PSC Device, as prescribed by the procedures and guidelines set out in the Software and Documentation;

(d) where applicable and subject to the clinician being satisfied with the Qualifying Patient's competency the Qualifying Patient shall proceed to use the PSC Device and the clinician will assess the results in accordance with the procedures and guidelines set out in the Software and Documentation; and

(e) the clinician ensures that the Patient remains adequately monitored whilst using the Services and that the Services are only used in relation to Qualifying Patients.

4. PERSONAL AND PATIENT DATA

4.1 The Location shall have sole responsibility for the Patient Data. Subject to this clause 4, 5 and 6, LumiraDx shall have no rights in the Patient Data.

4.2 LumiraDx shall follow its archiving procedures for Patient Data as set out in its back-up policy, a copy of which is available on request. In the event of any accidental or unlawful loss, damage, alteration, unauthorised disclosure or access to Patient Data, LumiraDx will notify the Location without undue delay on becoming aware of the event. The Location's sole and exclusive remedy shall be for LumiraDx to use reasonable commercial endeavours to restore the Patient Data from the latest back-up. LumiraDx shall not be responsible for any loss, destruction, alteration or disclosure of Patient Data caused by any third party except for a third party processor engaged by LumiraDx for the processing of Patient Data in accordance with clause 5.5.

4.3 LumiraDx, and any member of the LumiraDx Group, is permitted to use the Patient Data, which it processes on behalf of the Location for the following purposes:

(a) to provide the Products and Services to the Locations or the Patients (as the case may be);

(b) support, maintenance and patient safety (including the investigation of faults);

(c) to improve the performance or features of the Software;

(d) to provide feedback to the Location and/or Patient and improve the performance of the service that the Location provides;

(e) to improve or develop any PSC Devices**,** Services or Software;

(f) to improve the understanding, treatment, outcomes and choice for Patients and healthcare professionals; and

(g) to comply with any relevant statutory or regulatory requirement imposed on LumiraDx from time to time.

4.4 Subject to clause 4.3, LumiraDx will not share any data that identifies Patients with any third party without the express consent of the Location.

4.5 The Location may enable selected Patient Data, including but not limited to anonymised data, to be shared with authorised third parties, provided that the Location has entered into a suitable data sharing agreement with the relevant third party. The Location shall indemnify and keep indemnified LumiraDx against any and all claims, losses, damages, costs or other liabilities that may arise from access to any data where there is no negligence on the part LumiraDx or its agents.

4.6 In the event that LumiraDx discovers an error in the Patient Data, it will take every reasonable step necessary to remedy such errors without delay and shall provide the Location with written notice of the steps taken.

4.7 LumiraDx may only use the Patient Data for the Term (as defined in clause 14.1). At the end of the Term, and at the written direction of the Location, LumiraDx shall return or destroy all copies of the Patient Data (unless a longer retention period is required by Applicable Laws). The Location acknowledges and agrees that it may be required to store copies of the Patient Data after the end of the Term for the purpose of complying with Applicable Law relating to clinical data and preventing clinical risks.

4.8 The Location acknowledges that Patients may opt out of their Patient Data being processed and disclosed to third party locations which also use the Software (for example, “view only” external patient lookup access at GP surgeries).

5. DATA PROTECTION

5.1 Each party shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Contract. This clause 5.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

5.2 LumiraDx may use Personal Data relating to the Location’s employees, agents and independent contractors in accordance with its privacy policy as displayed on its website from time to time. For the purposes of this clause 5.2, LumiraDx is the Data Controller of such Personal Data.

5.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Location is the Data Controller and LumiraDx is the Data Processor of the Patient Data and other related Personal Data provided by the Location to LumiraDx for processing in accordance with clauses 5.4 and 5.5. Schedule 1 sets out the scope, nature and purpose of processing by LumiraDx, the duration of the processing and the types of Personal Data and categories of Data Subject (as defined in the Data Protection Legislation).

5.4 Notwithstanding the general obligation in clause 5.1, when processing Patient Data:

(a) the Location shall ensure that the relevant third parties, including, but not limited to Patients, have been informed of, and have given their specific consent to, such use (including the use set out at clause 4.3 above), processing, and transfer as required by Data Protection Legislation;

(b) LumiraDx shall:

(i) only process that Patient Data on the written instructions of the Location unless LumiraDx is required by the laws of any member of the European Union or by the laws of the European Union applicable to LumiraDx to process Patient Data (**Applicable Laws**). Where LumiraDx is relying on Applicable Laws as the basis for processing Patient Data, LumiraDx shall promptly notify the Location of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit LumiraDx from so notifying the Location;

(ii) ensure that it has in place appropriate technical, contractual and organisational measures to protect against unauthorised or unlawful processing of the Patient Data and against accidental loss or destruction of, or damage to, the Patient 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;

(iii) ensure that all personnel who have access to and/or process Patient Data are obliged to keep the Patient Data confidential;

(iv) assist the Location, at the Location'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;

(v) notify the Location without undue delay on becoming aware of a breach of Patient Data;

(vi) ensure it does not knowingly or negligently do or omit to do anything which places the Location in breach of the Location's obligations under the Data Protection Legislation;

(vii) maintain complete and accurate written records and information of its Patient Data processing activities to demonstrate compliance with this clause5; and

(viii) not transfer any Patient Data outside the EEA unless the Location's prior written consent is obtained and appropriate safeguards have been put in place. The Location agrees that Personal Data relating to the Location's employees, agents or independent contractors may be transferred outside the EEA provided that appropriate safeguards in relation to the transfer are in place and LumiraDx ensures that an adequate level of protection is provided to all Patient Data transferred.

5.5 The Location consents to LumiraDx appointing third party data repository providers (which includes any member of the LumiraDx Group) and third party delivery providers, third party suppliers of devices

(including PSC Devices), third party services providers (who may provide telephone support services and technical support services) as a third party processor of Personal Data under the Contract. LumiraDx confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business. As between the Location and LumiraDx, LumiraDx shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 5.5.

6. ANONYMISED DATA

The Location agrees that LumiraDx may create anonymised data from the personal data inputted into the Software by the Location provided that ISB1523 Anonymisation Standards for Publishing Health Care Data are observed.

7. FREEDOM OF INFORMATION

7.1 LumiraDx acknowledges that the Location may be subject to the requirements of the FOIA and shall assist and co-operate with the Location (at the Location's expense) to enable the Location to comply with these information disclosure requirements.

7.2 LumiraDx shall:

(a) transfer any Request for Information to the Location as soon as practicable after receipt and in any event within five working days of receiving a Request for Information;

(b) provide the Location with a copy of all Information in its possession or power in the form that the Location requires within ten days (or such other longer period as the Location may specify) of the Location requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the Location to enable the Location to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

7.3 In no event shall LumiraDx respond directly to a Request for Information.

8. LOCATION'S OBLIGATIONS

8.1 The Location shall:

(a) ensure that all its users of the Software act in accordance with this EULA and only use the Software for the purposes set out in clause 2;

(b) ensure that all its users of the Software comply with the acceptable use policy, procedures and guidelines set out in the Documentation relating to the use of the Software;

(c) at all times co-operate with LumiraDx and provide information as may be reasonably required by LumiraDx;

(d) at all times comply with the Caldicott Principles in so far as it handles any patient-identifiable information;

(e) appoint the relevant representatives as set out in the Purchase Order(s);

(f) supervise and control the use of the Software in accordance with the terms of this EULA and ensure that the Software is only used by suitably qualified and trained healthcare professionals;

(g) grant users the appropriate permission levels having had regard to the skills and qualifications of the relevant user;

(h) ensure that all users of the Software complete LumiraDx's training course on the use of the Software. Such training shall be charged at LumiraDx's standard rates from time to time in force, a copy of which is available on request;

(i) immediately notify LumiraDx of any adverse event where the Software may have been a contributory factor. The Location further agrees to provide written details of the event and co-operate with LumiraDx in its investigation of the event;

(j) ensure that its network and systems comply with the relevant specifications in the Documentation; and

(k) not permit any third party to provide technical support in respect of the Software or Documentation.

9. PROPRIETARY RIGHTS

9.1 The Location acknowledges that LumiraDx and/or its licensors (who are third party owners of intellectual property rights used in the Software) own all intellectual property rights in the Software and the Documentation. Except as expressly stated herein, this EULA does not grant the Location any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software or any related Documentation.

9.2 In the event that the EMIS API Interface is enabled, the Location acknowledges that all copyright, trade marks and other Intellectual Property Rights subsisting in or used in connection with the EMIS Software (including but not limited to all images, animations, audio and other identifiable material relating to the EMIS Software) are and remain the sole property of the EMIS.

10. CONFIDENTIALITY

10.1 LumiraDx acknowledges that the Patient Data is the Confidential Information of the Location.

10.2 Subject to clause 10.3, the parties shall keep confidential the Confidential Information of the other party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of the Confidential Information.

10.3 Clause 10.2 shall not apply to any disclosure of information:

(a) required by any applicable law, provided that clause 7 shall apply to any disclosures required under the FOIA;

(b) that is reasonably required by persons engaged by a party in the performance of that party's obligations under the Contract;

(c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 10.2;

(d) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;

(e) by a party when the other party has given its prior written consent to disclosure.

11. WARRANTY

11.1 LumiraDx warrants that the Software will, when properly used, perform substantially in accordance with the specification described in the Documentation for a period of 60 days from the Start Date (**Warranty Period**).

11.2 If, within the Warranty Period, the Location notifies LumiraDx in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the specification described in the Documentation, LumiraDx will, at its sole option, either repair or replace the Software, provided that the Location makes available all the information that may be necessary to

help LumiraDx to remedy the defect or fault, including sufficient information to enable LumiraDx to recreate the defect or fault.

11.3 The warranty does not apply the extent of any defect or fault in the Software which is caused by use of the Software contrary to LumiraDx's instructions, or modification or alteration of the Software by any party other than LumiraDx or LumiraDx's duly authorised contractors or agents.

12. SUPPORT SERVICES

12.1 During the Term of the Contract, LumiraDx shall endeavour to provide the Location with support services by telephone, email or online chat during Normal Business Hours on Business Days to assist the Location with the normal day to day use of the Software, to help and advise the Location on the technical use of the Software and to assist with technical problems or difficulties arising in respect of the use of the Software. The support service telephone number is +44 (0)1209 710999.

12.2 Support services shall not be provided in respect of the following:

(a) any defects or errors resulting from any modifications to the Software made by any person other than LumiraDx;

(b) any version of the Software other than the current release;

(c) any fault in the Location's computer equipment or network including the NHS N3 network;

(d) the Locations computer system not being operated precisely in accordance with LumiraDx's instructions, proper or generally accepted procedures and best practice;

(e) any unauthorised interference, theft, power failure or other electricity supply problems, failure of hardware or the failure to make adequate backups in accordance with best computer practice;

(f) computer software which has not been supplied to the Location by LumiraDx;

(g) support necessitated by the Location's failure to comply with any support procedure agreed between LumiraDx and the Location; and

(h) advice on the medical treatment of individual patients.

12.3 The Location may request additional support services from LumiraDx and such support shall be charged at LumiraDx's normal hourly rate in force.

13. LIMITATION OF LIABILITY

13.1 The Location agrees that it assumes sole responsibility for results obtained from the use of the Software and for conclusions drawn from such use. LumiraDx shall have no liability for any damage caused by errors or omissions in any information provided by the Location, or any actions taken by LumiraDx at the Location's direction. The Location acknowledges that the Software was not designed to the Location's individual requirements and that it is therefore the Location's responsibility to ensure that the facilities and functions of the Software as described in the Documents meet its requirements.

13.2 The Software is intended only as a diagnostic aid and supplement and is not a substitute for the expertise and judgement of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and in particular whether the use of information provided by the Software is safe, appropriate or effective for any particular patient or in any particular circumstances.

13.3 LumiraDx shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of income, loss of profits or contracts, loss of business, business interruption, loss of money or anticipated savings, loss of or depletion of

opportunity, goodwill, reputation and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract.

13.4 Other than the losses set out in clause 13.3 (for which LumiraDx is not liable), LumiraDx's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Licence Fees paid by, or on behalf of, the Location for the use of the Software during the 12 months immediately preceding the date on which the claim arose.

13.5 Nothing in this EULA excludes the liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

13.6 This EULA sets out the full extent of LumiraDx's liabilities in respect of the Software and the Documentation. Except as expressly stated in this EULA, there are no conditions, warranties, representations or other terms, express or implied, that are binding on LumiraDx. Any condition, warranty, representation or other term concerning the supply of the Software or the Documentation which might otherwise be implied into, or incorporated in, the Contract whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

13.7 The Location acknowledges that when enabled the EMIS Software is provided "as is" without any warranty of any kind either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature.

14. TERM AND TERMINATION

14.1 This EULA shall commence on the Start Date and shall, unless otherwise terminated as provided in this clause 14, continue for the Initial Term and, thereafter, shall be automatically renewed for successive Renewal Terms, unless:

(a) the Location notifies LumiraDx, in writing, at least 30 days before the end of the Initial Term or any Renewal Term; or

(b) otherwise terminated in accordance with the provisions of this EULA;

and the Initial Term together with any subsequent Renewal Term shall constitute the **Term**.

14.2 If LumiraDx has not received payment within 30 days after the due date (in accordance with the terms of the Terms and Conditions of Trading), and without prejudice to any other rights and remedies of LumiraDx, LumiraDx may, without liability to the Location, disable the Location's access to all or part of the Software and LumiraDx shall be under no obligation to provide any or all of the Software while the invoice(s) concerned remain unpaid.

14.3 Without affecting any other right or remedy available to it, either party may terminate the EULA with immediate effect by giving written notice to the other party if:

(a) the other party, or a third party acting on its behalf, fails to pay any amount due under the EULA, including, but not limited to, the payment of the relevant Licence Fees, on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

(g) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.4 On termination of this EULA for any reason:

(a) all the rights granted to the Location shall immediately terminate;

(b) the Location shall return and make no further use of the Documentation (and all copies of it) belonging to LumiraDx;

(c) the Location acknowledges that the Licence Fees and other amounts payable under the Contract are non-cancellable and non-refundable;

(d) LumiraDx shall, at the request of the Location, either destroy or otherwise dispose of any of the Patient Data in its possession unless LumiraDx receives, no later than ten days after the effective date of the termination of this EULA, a written request for the return to the Location of all copies of Patient Data. LumiraDx shall use reasonable commercial endeavours to deliver all copies of the Patient Data to the Location within 30 days of its receipt of such a written request The Location shall pay all reasonable expenses incurred by LumiraDx in returning or disposing of Patient Data; and

(e) LumiraDx shall provide the Location (at the Location's cost) with such other reasonable assistance required to ensure the orderly migration to a new service provider and the costs of such assistance shall be in accordance with LumiraDx's standard hourly rates from time to time in force.

14.5 On termination or expiry of this EULA, the following clauses shall continue in force: clause 1 (Interpretation), clause 10 (Confidentiality), clause 13 (Limitation of Liability) and this clause 14 (Termination).

15. FORCE MAJEURE

LumiraDx shall have no liability to the Location under this EULA if it is prevented from or delayed in performing its obligations under this EULA, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of LumiraDx or any other party), failure of a utility service, transport network, public or private telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of

suppliers or sub-contractors, provided that the Location is notified of such an event and its expected duration.

16. VARIATION

No variation of this EULA shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.

18. SEVERANCE

18.1 If any provision (or part of a provision) of this EULA is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. ENTIRE AGREEMENT

19.1 The Contract, and any documentation referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this EULA or not) relating to the subject matter of this EULA, other than as expressly set out in the Contract.

20. ASSIGNMENT

20.1 The Location shall not, without the prior written consent of LumiraDx, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.

20.2 LumiraDx may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.

21. THIRD PARTY RIGHTS

This EULA does not confer any rights on any person or party (other than the parties to this EULA and, where applicable, their successors and permitted assigns and any LumiraDx Group Company) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under this EULA shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its postal address set out on the Purchase Order(s), or such other address as may have been notified by that party for such purposes.

22.2 A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23. GOVERNING LAW AND JURISDICTION

23.1 This EULA 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.

23.2 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 this EULA or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1
Processing, Personal Data and Data Subjects

1. Processing by LumiraDx

1.1 Nature and Purpose of processing

LumiraDx , and any member of the LumiraDx Group, may process Personal Data:

- to provide the Products and Services to the Location or the Patients (as the case maybe);
- support, maintenance and patient safety (including the investigation of faults);
- to improve the performance or features of the Software;
- to provide feedback to the Location and/or Patient and improve the performance of the service that the Location provide;
- to improve or develop any PSC Devices**,** Services or Software;
- to improve the understanding, treatment, outcomes and choice for Patients and healthcare professionals; and
- to comply with any relevant statutory or regulatory requirement imposed on LumiraDx from time to time.

LumiraDx may create anonymised data from the Patient Data inputted into the Software by the Location provided that ISB1523 Anonymisation Standards for Publishing Health Care Data is observed.

1.2 Subject matter and duration of the processing

The subject matter and duration of the processing are set out in the EULA. For the avoidance of doubt, at the end of the Term, and at the written direction of the Location, LumiraDx shall return or destroy copies of any Patient Data (unless a longer retention period is required by Applicable Law). The Location acknowledges and agrees that it may be required to store copies of the Patient Data after the end of the Term for the purpose of complying with Applicable Law relating to clinical data and preventing clinical risks.

2. Types of personal data

- Personal data including name and contact information (email address, telephone number and postal address);
- Financial details; and
- data concerning health including healthcare conditions affecting Patients and any prescribed medical and dosage requirements.

3. Categories of data subject

- the Location's employees, agents and independent contractors;
- Patient(s);
- Parent or Guardian of a Patient;
- a person with authority to make decisions on a Patient's behalf (e.g with Power of Attorney);
- a Patient's carer; and
- a Patient's next of kin.