

TRACKWISE TECHNOLOGY LTD'S STANDARD TERMS & CONDITIONS

(Company number 15345165)

Version 2.0 · Effective date: 13 October 2026 · Previous versions: none published. Version 1.0 was an internal draft that was never issued to any customer and is withdrawn.

1. Interpretation

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party.

AI Configurations: all prompts, system instructions, agent and assistant designs (including any AI executive assistant or AI chief of staff), workflows, automations, knowledge structures, integrations and templates created or supplied by or on behalf of the Supplier for use with any AI model, whether deployed on the Supplier's platform or in a Customer AI Account.

Authorised Users: the Customer's employees, workers, associates, contractors and consultants who work in the Customer's practice and use the Supplier Materials on its behalf.

Background IPR: the background Intellectual Property Rights owned or licensed by either party prior to the Services Commencement Date.

Benchmarking Data: aggregated and anonymised statistics, metrics and insights derived from Customer Data and the data of the Supplier's other customers, which do not identify the Customer or any individual.

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

Charges: the charges payable by the Customer for the supply of the Services by the Supplier, as set out in the Order Form.

Confidential Information: the provisions of this Contract and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, audio visual recordings, know-how, trade secrets, business methods or data, in all cases whether disclosed orally or in writing before or after the date of this Contract, including all Supplier Materials, Content and Deliverables.

Content: any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, data, database content or other multimedia content, information and material.

Contract: the contract between the Customer and the Supplier for the supply of the Services in accordance with the Order Form and these Standard Terms and Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person, business or company named at checkout or in a signed Order Form, together with the practice they operate and any company through which they operate it.

Customer AI Account: any account held by the Customer, in its own name and under its own contract, with a provider of AI models or services (such as a large language model), which the Customer uses with the Services.

Customer Data: all Personal Data of the Customer's patients, clients, leads and contacts; the Customer's own name, logo and trade marks; and any domain name registered in the Customer's name, in each case whether supplied by the Customer or collected through the Services on the Customer's behalf.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

Data Controller: shall have the meaning given to such term in the Data Protection Legislation.

Data Processor: shall have the meaning given to such term in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Data Subject: shall have the meaning given to such term in the Data Protection Legislation.

Deliverables: all documents, products and materials delivered by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation audio visual recordings, written and oral presentations, computer programs, software templates, data, reports and specifications (including drafts).

Improvements: any adaptation, modification, translation, enhancement, derivative work, extension or development of, or based on, any of the Supplier IPRs, the Supplier Materials, the Deliverables or the Content, whether made by the Supplier, the Customer, the Customer's personnel or any third party, and whether or not incorporating Customer Materials, but excluding Customer Data.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, software templates, 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.

Order Form: the online checkout page, order confirmation, onboarding information provided by the Customer after purchase, or signed order form through which the Customer purchases the Services, together with the information the Customer provides in it and the details in Schedule 2. The Order Form incorporates and is subject to these Standard Terms and Conditions.

Outputs: any content, text, analysis, recommendations or other material generated by an AI model in the course of the Customer's use of the Services.

Personal Data: shall have the meaning given to such term in the Data Protection Legislation.

Process and Processing: shall have the meanings given to such terms in the Data Protection Legislation.

Sale Event: in relation to the Customer: (a) a change of Control of the Customer; (b) the sale, transfer or other disposal (whether in one or a series of transactions) of all or substantially all of the Customer's business, undertaking, goodwill or assets, or of any practice or clinic operated by the Customer; or (c) the Customer entering into any agreement or heads of terms to do any of the foregoing.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract, as described in the Order Form. The Services include the Supplier's Stats Tracker statistics and KPI dashboard service where the Order Form says so.

Services Commencement Date: the day on which the Supplier is to start provision of the Services, as set out in the Order Form.

Standard Terms and Conditions: these standard terms and conditions, including the Schedules hereto, as amended from time to time in accordance with clause 13.19.

Supplier: Trackwise Technology Ltd, a company registered in England (with company number 15345165) whose registered office is at Matrix House, 12-16 Lionel Road, Canvey Island, Essex, England, SS8 9DE.

Supplier IPRs: all Intellectual Property Rights subsisting in the Services, the Deliverables, the Content, the Supplier Materials and all Improvements, excluding Customer Materials and Customer Data.

Supplier Materials: all materials, systems, dashboards, reports, KPI and metric definitions and calculations, templates, scripts, workflows, automations, AI Configurations, frameworks, documents, recordings, software and know-how made available by or on behalf of the Supplier to the Customer, in any form, together with all copies and Improvements.

Term: the duration of the Contract as set out in the Order Form.

1.2 Interpretation:

(a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to writing or written includes email.

2. Commencement and term

2.1 Subject to clause 2.2, the Contract shall commence on the Services Commencement Date and shall continue for six months from the Services Commencement Date. Following the initial six-month period this Contract shall continue on a rolling monthly basis until either party gives the other party one month's notice in writing to terminate, unless terminated earlier by either party pursuant to the terms of this Contract.

2.2 If the Supplier continues to provide any Services beyond the Term specified in any Order Form then this Contract shall continue in force and effect until the Supplier ceases to provide such Services to the Customer.

3. Standard Terms and Conditions

3.1 These Standard Terms and Conditions shall apply to all Order Forms which the parties enter into and govern the provision of all Services by the Supplier to the Customer, irrespective of whether any Order Form has been entered into or not.

3.2 The Customer hereby irrevocably agrees to comply with these Standard Terms and Conditions at all times with respect to any provision of the Services by the Supplier, and to the fullest extent permissible by law, all other terms and conditions, whether submitted by the Customer or otherwise, shall be excluded and have no effect.

3.3 These Standard Terms and Conditions are published at <https://trackwisetech.com/service-agreement/> and are the only terms that apply to the Services. If there is any conflict between these Standard Terms and Conditions and the Order Form, the Order Form prevails.

4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer from the Services Commencement Date in accordance with the Contract.

4.2 In supplying the Services, the Supplier shall:

(a) perform the Services with reasonable care and skill;

- (b) use reasonable endeavours to perform the Services in accordance with the service description set out in each Order Form and the timescales set out in the Order Form;
- (c) comply with all applicable laws, statutes, regulations and codes from time to time in force provided that the Supplier shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract;
- (d) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Supplier may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract; and
- (e) re-perform any Services at its own cost which are defective or delayed as a result of any act or omission by or on behalf of the Supplier.

4.3 All Services and Deliverables performed by the Supplier shall be deemed to be accepted by the Customer within five (5) Business Days of delivery or submission.

4A. Platform access

4A.1 The Supplier shall provide the Customer's Authorised Users with access to the Supplier's platform. Each Authorised User must have their own login, and access credentials must not be shared.

4A.2 The Customer shall not: (a) copy, clone, snapshot, export or share any dashboard, report template, workflow, automation, AI Configuration or template, other than exporting its own Customer Data and reports for its internal use; (b) grant platform access to any third party other than its Authorised Users (including any prospective purchaser) without the Supplier's prior written consent; (c) use the platform in breach of law, including the Data Protection Legislation; or (d) attempt to circumvent any security or usage limits.

4A.3 The Supplier may suspend access without liability if the Customer breaches clause 4A.2 or fails to pay the Charges when due.

4A.4 The Customer is responsible for the accuracy of the data it provides to or connects to the Services, and for having a lawful basis to share that data with the Supplier.

4B. AI services

4B.1 The statistics tracking, dashboards and reporting Services are provided by the Supplier on the Supplier's own platform and do not require a Customer AI Account. Where the Services include AI assistants (such as an AI executive assistant or AI chief of staff), unless the Order Form states otherwise the Customer shall provide and maintain its own Customer AI Account at its own cost, and is responsible for complying with the terms of the relevant AI provider.

4B.2 The Customer authorises the Supplier to access, connect to and configure the Customer AI Account solely to provide the Services. AI providers engaged under a Customer AI Account are engaged directly by the Customer and are not sub-processors of the Supplier.

4B.3 Outputs are generated automatically, may be inaccurate, incomplete or out of date, and are provided for information and support only. Outputs are not clinical, medical, legal, financial, tax or human resources advice. The Customer is responsible for reviewing Outputs before relying or acting on them, and for all decisions it makes.

4B.4 The Customer shall not input special category personal data (including patient health data) into any AI assistant unless it has a lawful basis to do so and the terms and settings of the Customer AI Account are appropriate for that data under the Data Protection Legislation, including that the provider does not use inputs to train its models.

4B.5 The Supplier shall not use Customer Data to train any AI model and shall, where the settings of the relevant AI service allow, configure AI assistants so that Customer Data is not used by the AI provider for training.

4B.6 AI models and services are provided by third parties and change over time. The Supplier may update AI Configurations from time to time and is not responsible for the availability, performance, errors or changes of any third-party AI service.

4B.7 As between the parties, the Customer owns the Outputs, subject to the terms of the relevant AI provider, but excluding any Supplier Materials or AI Configurations contained in them, which remain Supplier IPRs.

5. Customer's obligations and prohibitions

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under the Order Form or otherwise reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects to enable the Supplier to perform the Services; and
- (c) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Services.

5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall be allowed an extension of time to perform its obligation equal to the delay caused by the Customer and the Supplier shall be entitled to levy additional Charges on the Customer for performing any prevented or delayed Services which will be calculated in accordance with the Supplier's rates in force from time to time.

5.3 If the Customer requests any additional or varied services to those specified in the Order Form then the Customer shall be obliged to pay for any such additional services which will be calculated in accordance with the Supplier's rates in force from time to time.

6. Data protection

6.1 Each party undertakes to comply with the provisions of Schedule 1 with respect to any data processing under this Contract.

7. Non-solicitation

7.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Contract until the expiry of 12 months after its termination or expiry, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.

7.2 If the Customer commits a breach of the obligations set out in clause 7.1 then it shall promptly pay the Supplier an amount equivalent to twenty per cent (20%) of the total annual remuneration (including benefits and pension entitlements) which the Supplier has paid or is payable to the individual that the Customer has solicited or enticed away from the Supplier and if such payment is not made then the Supplier shall be entitled to recover this from the Customer as a commercial debt.

8. Intellectual property

8.1 Each party shall retain ownership of its Background IPR. As between the parties, the Supplier and its licensors own all Supplier IPRs. The Customer owns the Intellectual Property Rights in the Customer Materials and the Customer Data.

8.2 All Intellectual Property Rights in the Deliverables and in any Improvements shall vest in and belong to the Supplier on creation. To the extent that any such rights vest in the Customer or any of its personnel, the Customer hereby assigns to the Supplier, with full title guarantee and free

from all third-party rights, by way of present assignment of existing and future rights, all such Intellectual Property Rights for their full term throughout the world, including the right to sue for past infringement.

8.2A The Customer shall procure that each of its Authorised Users who creates or contributes to any Improvement: (a) assigns to the Customer (for onward assignment under clause 8.2) or directly to the Supplier all Intellectual Property Rights in it; and (b) unconditionally and irrevocably waives all moral rights in it to the extent permitted by law.

8.2B The Customer shall promptly, at the Supplier's request, execute all documents and do all things the Supplier reasonably requires to perfect, register or enforce the Supplier's rights under this clause 8, and irrevocably appoints the Supplier as its attorney to do so in the Customer's name if the Customer fails to do so within 10 Business Days of request.

8.3 Subject to the Customer's continued compliance with this Contract and payment of the Charges, the Supplier grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable licence, for the Term only, to use the Supplier IPRs solely: (a) for the internal purposes of the Customer's own practice identified in the Order Form, at any location from which that practice operates (including multiple sites, and rooms or sessions within premises owned or operated by a third party); (b) through its Authorised Users; and (c) to the extent necessary to receive and use the Services.

8.3A The licence in clause 8.3 is personal to the Customer. It does not extend to any Affiliate, successor, purchaser or transferee of the Customer or of its business, and does not pass with any sale or transfer of the Customer's business or assets.

8.3B All rights not expressly granted are reserved to the Supplier. No licence is granted by implication, estoppel or course of dealing.

8.3C The licence in clause 8.3 does not extend to any other business, including the business of any third party whose premises the Customer uses, or any separate business of an Authorised User.

8.3D The Customer is responsible for the acts and omissions of its Authorised Users as if they were its own. It shall ensure that Authorised Users are informed of, and comply with, clauses 8 and 13.7. When any person ceases to be an Authorised User, the Customer shall ensure they stop using, and return or delete, all Supplier Materials.

8.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 8.3 to its Affiliates, customers and/or any third parties whatsoever without the prior written consent of the Supplier.

8.5 The Customer may adapt the Supplier Materials for use in its own business during the Term (for example, inserting its own name, premises or staff details). Every such adaptation is an Improvement owned by the Supplier under clause 8.2. Otherwise the Customer shall not, and shall not permit any person to: (a) copy the Supplier Materials except as reasonably necessary for use under clause 8.3; (b) sell, license, distribute, publish or commercially exploit any Supplier IPRs or Supplier Materials; (c) remove or obscure any ownership notice; (d) use the Supplier Materials to build, train or offer any competing product or service; or (e) reverse engineer, clone, export or replicate any software, dashboard, report, workflow or automation.

8.6 The Customer grants the Supplier a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy, modify and otherwise deal with the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer in accordance with the Contract.

8.7 The Customer shall indemnify the Supplier in full against all costs, losses, damages, expenses (including all legal and other professional expenses on a full indemnity basis), claims, proceedings, judgements and all other liabilities which the Supplier suffers or incurs arising out of or in connection with any claim brought against the Supplier for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by the Supplier.

8.8 The Customer acknowledges and agrees that:

- (a) the Supplier IPRs, the Supplier Materials and all Improvements are and shall remain the property of the Supplier, and do not form part of the Customer's assets, goodwill or business;
- (b) it shall not represent, warrant or disclose any Supplier IPRs, Supplier Materials or Improvements as owned by it, including in any accounts, asset register, valuation, information memorandum, data room, due diligence response, disclosure letter or sale agreement;
- (c) before entering into any agreement relating to a Sale Event, it shall disclose the existence and terms of this Contract (other than the Charges, unless the Supplier agrees) to the prospective purchaser, and shall notify the Supplier in writing; and
- (d) it shall not challenge, or assist any person to challenge, the Supplier's ownership of any Supplier IPRs.

8.9 The Customer shall keep on all Supplier Materials and Improvements (including printed and digital SOPs, manuals and training materials) a notice, in the form provided or reasonably specified by the Supplier, stating that the materials are owned by Trackwise Technology Ltd, are licensed to the Customer's practice, and are not the property of the Customer (for example, "© Trackwise Technology Ltd. Licensed for use by Trackwise clients. Not the property of the client.").

8.10 The Customer shall keep a record of where Supplier Materials are stored and used. On reasonable notice (and at any time following a Sale Event or termination), the Supplier may inspect such records and the Customer's relevant systems to verify compliance with this clause 8 and clause 12.

8.11 Customer Data is owned by the Customer and is excluded from the Supplier IPRs and from clause 8.2. The Customer is the Data Controller of Personal Data within Customer Data and the Supplier processes it as Data Processor under Schedule 1. The Customer grants the Supplier a non-exclusive licence to use Customer Data during the Term solely to provide the Services. The Supplier may create and use Benchmarking Data, during and after the Term, to provide benchmarking and insights to its customers and to improve its services. Benchmarking Data is owned by the Supplier.

8.12 The ownership and control of accounts and assets used in the Services is as set out in the Order Form. Unless the Order Form says otherwise:

- (a) Customer-owned: the Customer AI Account; the Customer's practice management, booking, accounting and other systems connected to the Services; Customer Data; Outputs (as set out in clause 4B.7); and the Customer's name, logo and trade marks;
- (b) Supplier-owned: the Supplier's platform and account(s), including any account, workspace, code repository, hosting project or storage provisioned for the Customer; dashboards, reports, KPI and metric definitions and calculations; AI Configurations; integrations built by the Supplier; Benchmarking Data; and all Improvements; and
- (c) on termination, the Supplier shall remove its access to Customer-owned accounts and systems, and the Customer's access to the Supplier's platform shall end. The Customer shall delete all AI Configurations from any Customer AI Account and certify deletion under clause 12(b). The Supplier shall provide an export of Customer Data under Schedule 1, paragraph 11.

9. Charges and payment

9.1 In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this clause 9.

9.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

9.3 The Supplier shall deduct the monthly subscription Charges plus VAT if applicable from the Customer's credit or debit card (or by direct debit where agreed), which the Customer hereby consents to under this Contract, and if the Supplier is unable to process payment for any reason then the Supplier shall make two further attempts and shall be entitled to require the Customer to make alternative payment arrangements.

9.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 11 (Termination):

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at the statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998;

(b) the Supplier may suspend all Services until payment has been made in full; and

(c) the Supplier shall be entitled to recover any additional costs, expenses or losses which it incurs as a result of any late or non-payment by the Customer.

9.5 All amounts due under the Contract from the Customer to the Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9.6 The Supplier shall be entitled (acting reasonably) to unilaterally increase the Charges if the Services performed under any Order Form continue for a period of twelve (12) months or longer from the Services Commencement Date by giving the Customer not less than thirty (30) days' written notice.

9.7 Setup fee. Where the Order Form includes a one-off setup fee, it is payable on the Services Commencement Date and covers connecting the Customer's systems, mapping its appointment types and loading its history. If the Customer has received and paid for six consecutive months of Services, with all Charges paid when due, the Supplier shall refund the setup fee in full within 30 days after the end of the sixth month. No refund is due if the Contract ends for any reason, or the Customer is in arrears, before then.

10. Limitation of liability

10.1 Nothing in this Contract will exclude or limit either party's liability:

(a) for fraud or fraudulent misrepresentation;

(b) for death or personal injury caused by its negligence;

(c) for any other liability that cannot be excluded or limited by law; and

(d) under any indemnity given by the Customer under clause 8.7.

10.2 Subject to clauses 10.1, 10.3 and 10.4, the Supplier's maximum aggregate liability to the Customer under or in connection with this Contract, or any collateral contract, whether arising under statute or arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall in all circumstances be limited to one hundred per cent (100%) of the Charges paid or payable in the twelve (12) months preceding the event giving rise to the claim.

10.3 Neither party shall be liable to the other party under or in connection with this Contract, whether arising under statute or out of breach of contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special or consequential losses, for any third party claims issued against the Customer or otherwise or for any loss of: (a) profits; (b) business; (c) contracts; (d) anticipated savings; (e) use or corruption of software, data or information; or (f) goodwill or reputation, whether such losses were direct or indirect, or within the reasonable contemplation of the parties prior to entering into this Contract.

10.4 The Customer acknowledges and agrees that the Supplier is not providing any clinical, medical, financial, legal, tax or human resources advice as part of performing the Services, and

the Supplier hereby excludes any liability to the Customer or any third party for all losses which the Customer or any third party suffers or incurs as a result of making any clinical, financial, legal or human resources decisions in reliance on the Services (including any dashboards, reports, KPIs or Outputs).

10.5 Exclusion of statutory and common law implied terms. The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4. To the fullest extent permissible by law, all other express and implied warranties and terms are hereby excluded from this Contract, including (but not limited to) regarding fitness for purpose, satisfactory quality or otherwise.

11. Termination

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

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(b) the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

(c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) a Sale Event occurs.

11.3 After the expiry of the initial six-month period, either party may terminate this Contract for convenience by giving the other party one month's notice in writing.

11.4 The Customer shall notify the Supplier in writing within 5 Business Days of any Sale Event. Unless the Supplier agrees otherwise in writing, the licence in clause 8.3 and this Contract shall terminate automatically on completion of the Sale Event, subject to clause 11.5.

11.5 On the Customer's written request made before completion of a Sale Event, the Supplier shall grant a transitional licence on the terms of this Contract, at the Charges then applicable, for up to 60 days after completion, to allow the purchaser to enter into its own contract with the Supplier on the Supplier's then-current standard terms. The Supplier is not obliged to contract with any purchaser.

12. Obligations on termination or expiry

On termination of the Contract for whatever reason:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

(b) the licence in clause 8.3 shall terminate and the Customer shall immediately cease all use of the Supplier IPRs, the Supplier Materials and all Improvements; and within 14 days shall (at the Supplier's option) return or permanently delete all copies from all its premises, systems, devices, cloud accounts, practice management systems, CRMs and training records, and procure the same from all current and former Authorised Users; and a director of the Customer (or, if the Customer is an individual, the Customer) shall certify compliance to the Supplier in writing;

(c) the terms of the Contract shall continue in force to the extent necessary to give effect to those of its provisions which expressly or by implication have effect after expiry or termination;

(d) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

(e) the obligations under clauses 1, 7, 8 (other than clause 8.3), 10, 11.4, 11.5, 12, 13.6, 13.7, 13.15, 13.16, 13.18 and Schedule 1 shall survive any termination or expiry of this Contract, together with any other provisions which are expressly or impliedly intended to survive any such termination or expiry; and

(f) nothing in this clause 12 requires the Customer to delete Customer Data, which the Supplier shall make available to the Customer in accordance with Schedule 1.

13. General

13.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.

13.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

13.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

13.4 The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 30 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Contract by giving 2 weeks' written notice to the Affected Party.

13.6 Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, sub-contract, delegate, sub-license, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the other party, provided that the Supplier may subcontract some of the Services to a third-party contractor.

13.7 Confidentiality.

(a) Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party disclosed or obtained as a result of the relationship of the parties under this Contract and shall not use nor disclose the same save for the purposes of the proper performance of this Contract or with the prior written consent of the other party.

(b) The parties may disclose Confidential Information to an employee, sub-contractor or agent to the extent necessary for the performance of this Contract provided such disclosure is subject to confidentiality obligations equivalent to those set out in this Contract. Each party shall use its best endeavours to procure that any such employee, sub-contractor or agent complies with such obligations. Each party shall be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

(c) The Customer shall not under any circumstances disclose any Supplier Materials, Content or Deliverables or other Confidential Information of the Supplier to any other third party or competitor of the Supplier without the prior written consent of an authorised representative of the Supplier.

(d) The obligations of confidentiality in this clause 13.7 do not extend to any Confidential Information which the party that wishes to disclose or use can show: (i) is, or becomes, generally available to the public other than as a result of a breach of the obligations of confidentiality under this Contract; (ii) was or is disclosed to it by a third party entitled to do so; (iii) the parties agree in writing is not Confidential Information or may be disclosed; (iv) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction; or (v) is required to be disclosed to either party's professional advisors, provided always that such professional advisors are bound by confidentiality obligations which are no less stringent than those contained in this clause 13.7.

13.8 Entire agreement. (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

13.9 Variation. Save where expressly stated otherwise herein (including in clause 13.19), no variation of the Contract shall be effective unless it is in writing and signed by the authorised representatives of the parties.

13.10 Waiver. (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.11 Rights and remedies. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

13.12 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 13.12 shall not affect the validity and enforceability of the rest of the Contract.

13.13 Notices. (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the address specified in the Order Form. (b) Any notice or communication shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.13(b), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. (c) This clause 13.13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.14 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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

13.16 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

13.17 Complaints. If the Customer has any complaints regarding any Services provided by the Supplier then please email them to nic@trackwisetech.com and the Supplier shall use reasonable endeavours to resolve the same within 14 Business Days. Neither party shall be entitled to make any public announcements (whether on social media or otherwise) or take any further actions regarding any such complaints prior to the expiry of the 14 Business Day period referred to in this clause 13.17.

13.18 Recordings and testimonials. The Supplier may record virtual meetings and events forming part of the Services and make those recordings available to its other customers. The Customer shall inform its personnel who attend that sessions may be recorded. The Supplier shall use a testimonial given by any individual for marketing purposes only with that individual's prior consent, which may be given verbally (including on a recording) or in writing, and the Supplier shall keep a record of that consent.

13.19 Changes to these terms.

(a) The Supplier may amend these Standard Terms and Conditions from time to time. Each version is numbered and dated and published on the Supplier's website, and previous versions are archived and available on request.

(b) The Supplier shall give the Customer at least 30 days' notice of any amendment by email to the address given in the Order Form, summarising the changes and stating the date on which they take effect.

(c) If an amendment materially and adversely affects the Customer, the Customer may object in writing before it takes effect. In that case, the previous version shall continue to apply to the Customer until the end of the minimum term in clause 2.1. The amendment shall then apply from the day after the minimum term ends, unless the Customer has given at least one month's notice to terminate expiring on or before that date. An objection does not entitle the Customer to terminate during the minimum term.

(d) Subject to clause 13.19(c), the amendment shall take effect on the stated date, and continued use of the Services or payment of the Charges after that date constitutes acceptance. The Supplier may also ask the Customer to confirm acceptance electronically.

(e) Subject to this clause 13.19, the version of these Standard Terms and Conditions in force on the date of purchase applies to that purchase.

(f) The Supplier may make amendments required by law, or which do not adversely affect the Customer (such as correcting errors or clarifying wording), with immediate effect on notice.

Schedule 1: Data Protection

1. Compliance. Each party shall comply with all applicable requirements of the Data Protection Legislation.

2. Roles. The Customer is the Data Controller and the Supplier is the Data Processor in respect of Customer Data. Personal Data Breach has the meaning given in the Data Protection Legislation. Annex 1 sets out the subject matter, duration, nature and purpose of the processing, the types of Personal Data and the categories of Data Subjects.

3. Instructions. The Supplier shall process Personal Data only on the Customer's documented instructions (including this Contract), unless required by law, in which case it shall inform the Customer before processing unless the law prohibits this.

4. Confidentiality. The Supplier shall ensure that persons authorised to process Personal Data are bound by confidentiality obligations.

5. Security. The Supplier shall implement appropriate technical and organisational measures in accordance with Article 32 UK GDPR, having regard to the nature of the data (including any special category data such as health data), including encryption in transit and at rest where available, access controls, multi-factor authentication and staff training.

6. Sub-processors. The Customer gives general authorisation to the sub-processors listed in Annex 1. The Supplier shall give at least 14 days' notice of any intended change, during which the Customer may object on reasonable data protection grounds. The Supplier shall impose equivalent data protection obligations on each sub-processor and remains liable for them.

7. International transfers. The Supplier shall not transfer Personal Data outside the UK unless the transfer is covered by UK adequacy regulations or appropriate safeguards (such as the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses) are in place.

8. Data subject rights and regulators. The Supplier shall notify the Customer within 2 Business Days of any request from a Data Subject, or any communication from the Information Commissioner or other supervisory authority, relating to Customer Data, and shall assist the Customer in responding.

9. Breaches. The Supplier shall notify the Customer without undue delay, and in any event within 24 hours, after becoming aware of a Personal Data Breach affecting Customer Data, with the information the Customer needs to meet its obligations under Articles 33 and 34 UK GDPR.

10. Assistance. The Supplier shall assist the Customer with data protection impact assessments and consultations with the Information Commissioner.

11. End of processing. On termination, the Supplier shall, at the Customer's choice, provide an export of the Customer Data held on the Supplier's platform (such as the appointment, practitioner and activity data used to produce the Customer's dashboards) in a commonly used format (such as CSV) within 30 days, and then delete the Customer Data, unless UK law requires retention. The Supplier is not obliged to export calculated figures, dashboards or other Supplier Materials, or data that remains available to the Customer in its own connected systems.

12. Audit. The Supplier shall make available all information necessary to demonstrate compliance with Article 28 UK GDPR and allow reasonable audits on 30 days' notice, no more than once a year unless following a Personal Data Breach.

13. Supplier use of Customer Data. The Supplier shall not use Customer Data for its own purposes, except aggregated and anonymised data under clause 8.11.

14. Supplier as controller. The Supplier acts as an independent Data Controller of Personal Data relating to the Customer and its Authorised Users (such as contact, account, payment and usage data, and recordings of sessions) and may use it to provide, improve and market its services, in accordance with its privacy policy (as amended from time to time).

Annex 1: Processing details (these apply unless the Order Form states otherwise)

(a) Subject matter and duration: provision of the Services for the Term and up to 30 days afterwards.

(b) Nature and purpose: collection, tracking and analysis of practice statistics and KPIs; dashboards and reporting; creation of anonymised Benchmarking Data; and configuration and support of AI assistants.

(c) Types of Personal Data: names and contact details of Authorised Users; practice performance, appointment, financial and activity data, which may include patient identifiers and limited health information held in systems the Customer connects to the Services.

(d) Data Subjects: the Customer's Authorised Users, and the patients and clients whose data is contained in systems the Customer connects to the Services.

(e) Sub-processors: Stripe (payments); Google Workspace (email, document and data storage); Cloudflare (dashboard hosting and access control); GitLab (code hosting and scheduled data processing); Anthropic (AI tools used by the Supplier to build and support the Services, where Customer Data is involved); GoHighLevel (CRM and communications, where used); Zoom (video calls); Fathom (call recording and transcription); Slack (messaging); and such other providers as the Supplier may notify in accordance with paragraph 6. AI providers engaged under a Customer AI Account are engaged by the Customer and are not sub-processors of the Supplier.

Schedule 2: Order Form details

1. Online purchases. Where the Services are purchased online, the Order Form is the checkout page, the order confirmation and the onboarding information the Customer provides after purchase. Unless a signed Order Form states otherwise:

(a) Customer and practice licensed (clause 8.3): the purchaser and the business or company named at checkout, and the practice they operate (including any company through which they operate it), as identified at checkout or in the Customer's onboarding information;

(b) Services: the programme, product or package purchased, as described at checkout;

(c) Charges: the price shown at checkout, including any setup fee (clause 9.7), plus VAT where applicable, payable as stated at checkout (clause 9.3);

(d) Services Commencement Date: the date of first payment. Term: as set out in clause 2.1, unless a different term is stated at checkout;

(e) Data processing: as set out in Schedule 1, Annex 1;

(f) Accounts (clause 8.12) and AI services (clause 4B): as set out in those clauses;

(g) Notices: the email address given at checkout (for the Customer) and nic@trackwisetech.com (for the Supplier).

2. Signed Order Form. The Supplier may require a signed Order Form, for example for bespoke services. A signed Order Form sets out the Customer, the practice licensed, the Services, the Charges, the Services Commencement Date and Term, the terms version, any agreed variations, the accounts and AI services, data processing details and notice addresses. It may contain special conditions, and it prevails over paragraph 1.