

Dated

08 June 2020

PharmZap



PHARMZAP TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

“Authorised Users”	those employees, agents and independent contractors of the Pharmacy who are authorised by the Pharmacy in relation to the Site Licence, to use the Services.
“Business Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Confidential Information”	information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.6 or clause 12.7.
“Data Protection Laws”	all laws, regulations, regulatory requirements, guidance and codes of practice, including Regulation (EU) 2016/679 (“GDPR”), applicable to the processing of Personal Data (as amended and/or replaced from time to time).
“Pharmacy Data”	the data inputted by the Pharmacy, Authorised Users, or PharmZap on the Pharmacy’s behalf for the purpose of using the Services or facilitating the Pharmacy’s use of the Services.
“Effective Date”	the date of this agreement.
“Initial Subscription Term”	the term as set out on the PharmZap Website or as agreed between the parties, starting on the Effective Date.
“Items”	products obtained on a prescription by a Patient.
“Multiple Site Licence”	means a licence that can be shared across multiple Pharmacy Locations.
“Normal Business Hours”	9.00 am to 5.00 pm local UK time, each Business Day.
“Patient”	any person who is a pharmacy user and using the PharmZap App.
“Pharmacy”	the company, person or other organisation that is requesting the Services from PharmZap.
“PharmZap”	PharmZap Ltd incorporated and registered in England and Wales with company number 11137451 whose registered office is at 49 Longwall Road, Pontefract, WF8 4SW.
“PharmZap App”	the mobile application known as PharmZap which will be provided to Patients.
“PharmZap Website”	the website at www.pharmzap.com .
“Pharmacy Location”	each pharmacy owned by the Pharmacy and for which the Services are required.
“Renewal Period”	the period described in clause 15.1
“Services”	the subscription services provided by PharmZap to the Pharmacy under this agreement via the PharmZap Website or any other website notified to the Pharmacy by PharmZap from time to time and the provision of the PharmZap App to Patients.

“Software”	the online software applications provided by PharmZap as part of the Services.
“Subscription Fees”	the subscription fees payable by the Pharmacy, subject to the selected Subscription Level, to PharmZap for each Site Licence, as advertised on the PharmZap Website.
“Subscription Term”	the Initial Subscription Term together with any subsequent Renewal Periods.
“Subscription Services Policy”	PharmZap’s policy for providing support in relation to the Services.
“Site Licence”	the user subscriptions purchased by the Pharmacy pursuant to clause 10.1 which entitle Authorised Users to access and use the Services in accordance with this agreement.
“Virus”	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.1. The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or reenactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.5. A reference to writing or written includes faxes and email.

2. FORMATION OF CONTRACT

- 2.1. The contract may be formed either:
 - 2.1.1. by both parties signing this agreement where indicated in which case a legally binding contract is formed once PharmZap sign and date the agreement; or
 - 2.1.2. via the signing up process set out on the PharmZap Website.
- 2.2. If the Pharmacy signs up using the PharmZap Website, the Pharmacy must click to accept these terms. The submission of the details by the Pharmacy is an invitation to treat to PharmZap.

- 2.3. Once submitted by the Pharmacy, PharmZap will receive a notification that an order has been submitted and will review the details within 72 hours.
- 2.4. PharmZap may accept or reject the order for the Site Licence(s) at its absolute discretion.
- 2.5. If PharmZap accepts the order then PharmZap will notify the Pharmacy by email and a legally binding contract will be formed.

3. SITE LICENCES

- 3.1. Subject to the Pharmacy purchasing a Site Licence in accordance with the terms of this agreement, the restrictions set out in this clause 3 and the other terms and conditions of this agreement, PharmZap hereby grants to the Pharmacy a nonexclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Pharmacy's internal business operations.
- 3.2. In relation to the Authorised Users, the Pharmacy undertakes that:
 - 3.2.1. unless the Pharmacy purchases a Multiple Site Licence, each Pharmacy Location shall purchase one Site Licence and will not allow a Pharmacy Location to share its Site Licence with another unless it has been reassigned in its entirety to another Pharmacy Location, in which case the prior Pharmacy Location shall no longer have any right to access or use the Services. The ability to purchase a Multiple Site Licence, and the number of Pharmacy Locations covered by the Multiple Site License will depend on the Subscription Level;
 - 3.2.2. each Site Licence will have a secure password which Authorised Users may use to access the PharmZap Website and that such password be changed no less frequently than once per month and that Authorised Users shall keep the password confidential;
 - 3.2.3. it shall maintain a written, up to date list of current Authorised Users and provide such list to PharmZap within five Business Days of PharmZap's written request at any time or times;
 - 3.2.4. it shall permit PharmZap to audit the Services in order to establish the name and password of each Pharmacy Location. Such audit may be conducted no more than once per quarter, at PharmZap's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Pharmacy's normal conduct of business;
 - 3.2.5. if any of the audits referred to in clause 3.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to PharmZap's other rights, the Pharmacy shall promptly disable such passwords and PharmZap shall not issue any new passwords to any such individual; and
 - 3.2.6. if any of the audits referred to in clause 3.2.4 reveal that the Pharmacy has underpaid Subscription Fees to PharmZap, then without prejudice to PharmZap's other rights, the Pharmacy shall pay to PharmZap an amount equal to such underpayment as calculated in accordance with the prices set out on the PharmZap Website within 10 Business Days of the date of the relevant audit.
- 3.3. The Pharmacy shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 3.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.3.2. facilitates illegal activity;
 - 3.3.3. depicts sexually explicit images;
 - 3.3.4. promotes unlawful violence;
 - 3.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.3.6. is otherwise illegal or causes damage or injury to any person or property, and PharmZap reserves the right, without liability or prejudice to its other rights to the Pharmacy, to disable the Pharmacy's access to the Services in the event the Pharmacy breaches the provisions of this clause.
- 3.4. The Pharmacy shall not (except as permitted by applicable law which is incapable of exclusion by agreement between the parties, and save as expressly permitted under this agreement):
- 3.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, PharmZap App, or PharmZap Website in any form or media or by any means; or
 - 3.4.2. attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Software, PharmZap App, or PharmZap Website; or
 - 3.4.3. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 3.4.4. use the Services to provide services to third parties; or
 - 3.4.5. subject to clause 22, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users; or
 - 3.4.6. attempt to obtain, or assist third parties in obtaining, access to the Services.
- 3.5. The Pharmacy shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify PharmZap.
- 3.6. The rights provided under this clause are granted to the Pharmacy only, and shall not be considered granted to any subsidiary or holding company of the Pharmacy.

4. MULTIPLE SITE LICENCES AND ADDITIONAL SITE LICENCES

- 4.1. The Pharmacy may purchase a Multiple Site Licence at any time. If a Pharmacy only has one Site Licence and increases the number of Site Licences, the Subscription Term will reset and a new contract will be formed.
- 4.2. The number of Pharmacy Locations covered by the Multiple Site Licence will depend on the Subscription Level purchased. Full details are set out on the PharmZap Website.
- 4.3. Where a Multiple Site Licence is in operation, the Pharmacy may add additional Site Locations up to the maximum covered by the Subscription Level without additional

cost. If Site Licences in excess of the amount covered by the Subscription Level are required, the Pharmacy may increase its Subscription Level via the PharmZap Website.

5. SERVICES

- 5.1. PharmZap shall, during the Subscription Term, provide the Services to the Pharmacy on and subject to the terms of this agreement.
- 5.2. The level and functionality of the Services provided via the PharmZap App will vary depending on the Subscription Level selected by the Pharmacy and different Subscription Level may offer a greater or reduced selection of functions.
- 5.3. PharmZap shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 5.3.1. planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - 5.3.2. unscheduled maintenance performed outside Normal Business Hours, provided that PharmZap has used reasonable endeavours to give the Pharmacy at least six Normal Business Hours' notice in advance.
- 5.4. PharmZap will, as part of the Services and at no additional cost to the Pharmacy provide the Pharmacy with PharmZap's standard customer support services during Normal Business Hours in accordance with PharmZap's Support Services Policy in effect at the time that the Services are provided. PharmZap may amend the Support Services Policy in its sole and absolute discretion from time to time. The Pharmacy may purchase enhanced support services separately at PharmZap's then current rates.
- 5.5. PharmZap may at its absolute discretion add, remove and amend features of the PharmZap App but the overall functionality of the PharmZap App will remain consistent, except where such changes are necessary as a result of a change in legislation or otherwise outside of the control of PharmZap.
- 5.6. PharmZap reserves the right to alter and amend the level of functionality and services offered to each Subscription Level.

6. PHARMACY DATA

- 6.1. The Pharmacy shall own all right, title and interest in and to all of the Pharmacy Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Pharmacy Data.
- 6.2. PharmZap shall follow its archiving procedures for Pharmacy Data as set out in its Privacy Policy available at www.pharmzap.com or such other website address as may be notified to the Pharmacy from time to time, as such document may be amended by PharmZap in its sole discretion from time to time. In the event of any loss or damage to Pharmacy Data, the Pharmacy's sole and exclusive remedy shall be for PharmZap to use reasonable commercial endeavours to restore the lost or damaged Pharmacy Data from the latest backup of such Pharmacy Data maintained by PharmZap in accordance with the archiving procedure described in its Privacy Policy. PharmZap shall not be responsible for any loss, destruction, alteration or disclosure of Pharmacy Data caused by any third party (except those third parties subcontracted by PharmZap to perform services related to Pharmacy Data maintenance and backup).
- 6.3. PharmZap shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Pharmacy Data available at www.pharmzap.com or

such other website address as may be notified to the Pharmacy from time to time, as such document may be amended from time to time by PharmZap in its sole discretion.

- 6.4. If PharmZap processes any personal data on the Pharmacy's behalf when performing its obligations under this agreement, the parties record their intention that the Pharmacy shall be the data controller and PharmZap shall be a data processor and in any such case:
- 6.4.1. PharmZap will implement and maintain appropriate technical and organisational measures to protect the personal data of the Pharmacy's employees and customers (including names, email addresses, postal addresses and the content of messages sent from and to employees and customers on the PharmZap App) which is processed in connection with this agreement for the purpose of providing the Services for the duration of this agreement ("Data") in accordance with Data Protection Laws.
 - 6.4.2. PharmZap will not process Data except as necessary for the purposes of this agreement and only in accordance with Pharmacy's written instructions. PharmZap shall immediately notify the Pharmacy if, in PharmZap's opinion, any instruction or direction from the Pharmacy infringes the Data Protection Laws but shall continue processing according to such direction or instruction except to the extent the Pharmacy withdraws or amends such direction or instruction. PharmZap will provide any cooperation or assistance requested by Customer in connection with Pharmacy's compliance with Data Protection Laws including but not limited to assisting the Pharmacy in complying with data subjects exercising their rights to (i) access, rectify or erase Data; (ii) restrict or object to the processing of Data; or (iii) Data portability.
 - 6.4.3. Pharmacy provides a general authorization to PharmZap to engage sub-processors and PharmZap will ensure that any sub-processor is bound by equivalent obligations as set out in this clause. PharmZap will ensure that any of its personnel who process Data are bound by appropriate contractual obligations which are no less restrictive than this clause. For the avoidance of doubt, if PharmZap engages a sub-processor, PharmZap shall remain liable to the Pharmacy for the performance of the sub-processor's obligations under Data Protection Laws or under the agreement between PharmZap and the sub-processor.
 - 6.4.4. PharmZap will notify Pharmacy without undue delay upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data. PharmZap shall provide the Pharmacy with information regarding (i) the nature of the breach; (ii) the number of data subjects affected, number of records affected and the types of records affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to be taken to address the breach, including measures to mitigate possible adverse effects of the breach. PharmZap shall co-operate with any investigation regarding the breach and take all necessary measures to limit further unauthorised disclosure of or unauthorised processing of personal data in connection with the breach.
 - 6.4.5. Upon Pharmacy's reasonable request, PharmZap will make information available to Pharmacy to demonstrate its compliance with this clause and shall permit and assist with audits conducted by Pharmacy or a third party to assess PharmZap's compliance with this clause. Except as provided

otherwise by law, upon termination of this agreement, PharmZap will, at Pharmacy's option, immediately delete or return all Data.

- 6.4.6. Data shall not be exported outside the European Economic Area without the prior written permission of the Pharmacy, and such permission shall be subject to such conditions as the Pharmacy may require.

7. THIRD PARTY PROVIDERS

- 7.1. The Pharmacy acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. PharmZap makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Pharmacy, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Pharmacy and the relevant third party, and not PharmZap. PharmZap recommends that the Pharmacy refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. PharmZap does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8. PHARMZAP'S OBLIGATIONS

- 8.1. PharmZap undertakes that the Services will be performed with reasonable skill and care.
- 8.2. The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to PharmZap's instructions, or modification or alteration of the Services by any party other than PharmZap or PharmZap's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, PharmZap will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Pharmacy's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, PharmZap:
- 8.2.1. does not warrant that the Pharmacy's use of the Services will be uninterrupted or error free; or that the Services and/or the information obtained by the Pharmacy through the Services will meet the Pharmacy's requirements; and
- 8.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Pharmacy acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.3. This agreement shall not prevent PharmZap from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 8.4. PharmZap warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9. PHARMACY'S OBLIGATIONS

9.1. The Pharmacy shall:

- 9.1.1. provide PharmZap with all necessary cooperation in relation to this agreement and all necessary access to such information as may be required by PharmZap in order to provide the Services, including but not limited to Pharmacy Data, security access information and configuration services;
- 9.1.2. comply with all applicable laws and regulations with respect to its activities under this agreement;
- 9.1.3. carry out all other Pharmacy responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Pharmacy's provision of such assistance as agreed by the parties, PharmZap may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 9.1.4. ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- 9.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for PharmZap, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 9.1.6. ensure that its network and systems comply with the relevant specifications provided by PharmZap from time to time; and
- 9.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to PharmZap's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Pharmacy's network connections or telecommunications links or caused by the internet.

10. CHARGES AND PAYMENT

- 10.1. The Pharmacy shall, subject to the Subscription Level selected, pay the Subscription Fees starting on the first day of the first Renewal Period ("Subscription Fee Payment Commencement Date") and on the first day of each subsequent Renewal Period to PharmZap for the Site Licence in accordance with this clause 10.
- 10.2. If the Subscription Level selected requires a monthly payment, the Pharmacy shall set up a recurring monthly payment using Gocardless or such other payment method as PharmZap may request.
- 10.3. Subject to clause 15.2 the Pharmacy hereby authorises PharmZap to debit such payment method:
 - 10.3.1. on the Subscription Fee Payment Commencement Date for the Subscription Fees payable in respect of the first Renewal Period; and
 - 10.3.2. on each anniversary of the Effective Date for the Subscription Fees payable in respect of any Renewal Period thereafter.
- 10.4. If PharmZap has been unable to debit the Pharmacy's payment method and has not received payment within seven days after the due date, and without prejudice to any other rights and remedies of PharmZap:

- 10.4.1. PharmZap may, without liability to the Pharmacy, disable the Pharmacy's password, account and access to all or part of the Services and PharmZap shall be under no obligation to provide any or all of the Services while the Subscription Fees concerned remain unpaid; and
 - 10.4.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of PharmZap's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 10.5. All amounts and fees stated or referred to in this agreement:
- 10.5.1. shall be payable in pounds sterling;
 - 10.5.2. are non-cancellable and non-refundable;
 - 10.5.3. are exclusive of value added tax, which shall be added to PharmZap's invoice(s) at the appropriate rate.
- 10.6. PharmZap shall be entitled to increase the Subscription Fees of each Subscription Level by giving 30 days' notice to the Pharmacy ("Notice Period"). The Pharmacy may terminate the contract on 30 days' notice ("Termination Period") in the event of a Subscription Fee increase by giving PharmZap written notice during the Notice Period. The Pharmacy must pay any increased fee that becomes payable during the Termination Period.
- 10.7. In the event that the average number of Items moved by the Pharmacy exceeds the limit for the relevant Subscription Level, PharmZap shall notify the Pharmacy that they will be moved to the next Subscription Level. Such increase shall take effect retrospectively from the start of the Subscription Term in which the average number of Items exceeded the maximum amount allowed under Subscription Level.

11. PROPRIETARY RIGHTS

- 11.1. The Pharmacy acknowledges and agrees that PharmZap and/or its licensors own all intellectual property rights in the Services, the PharmZap App and the PharmZap Website. Except as expressly stated herein, this agreement does not grant the Pharmacy any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 11.2. PharmZap confirms that it has all the rights in relation to the Services, the PharmZap App and the PharmZap Website that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12. CONFIDENTIALITY AND COMPLIANCE WITH POLICIES

- 12.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
 - 12.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 12.1.2. was in the other party's lawful possession before the disclosure;
 - 12.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 12.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

- 12.2. Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 12.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 12.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 12.6. The Pharmacy acknowledges that details of the Services, and the results of any performance tests of the Services, constitute PharmZap's Confidential Information.
- 12.7. PharmZap acknowledges that the Pharmacy Data is the Confidential Information of the Pharmacy.
- 12.8. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.9. The above provisions of this clause 12 shall survive termination of this agreement, however arising.

13. INDEMNITY

- 13.1. The Pharmacy shall defend, indemnify and hold harmless PharmZap against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Pharmacy's use of the Services, including for the avoidance of doubt, the content of any messages sent by any member of Pharmacy staff to any third party, provided that:
 - 13.1.1. PharmZap provides reasonable cooperation to the Pharmacy in the defence and settlement of such claim, at the Pharmacy's expense; and
 - 13.1.2. the Pharmacy is given sole authority to defend or settle the claim.
- 13.2. In the defence or settlement of any claim, PharmZap may procure the right for the Pharmacy to continue using the Services, replace or modify the Services so that they become noninfringing or, if such remedies are not reasonably available, terminate this agreement on two Business Days' notice to the Pharmacy without any additional liability or obligation to pay liquidated damages or other additional costs to the Pharmacy.
- 13.3. In no event shall PharmZap, its employees, agents and subcontractors be liable to the Pharmacy to the extent that the alleged infringement is based on:
 - 13.3.1. a modification of the Services by anyone other than PharmZap; or

- 13.3.2. the Pharmacy's use of the Services in a manner contrary to the instructions given to the Pharmacy by PharmZap; or
 - 13.3.3. the Pharmacy's use of the Services after notice of the alleged or actual infringement from PharmZap or any appropriate authority.
- 13.4. The foregoing and clause 14.3.2 states the Pharmacy's sole and exclusive rights and remedies, and PharmZap's (including PharmZap's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

14. LIMITATION OF LIABILITY

- 14.1. Except as expressly and specifically provided in this agreement:
- 14.1.1. the Pharmacy assumes sole responsibility for results obtained from the use of the Services by the Pharmacy, and for conclusions drawn from such use. PharmZap shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to PharmZap by the Pharmacy in connection with the Services, any actions taken by PharmZap at the Pharmacy's direction or the content of any communications between Pharmacy staff and any third party ;
 - 14.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
 - 14.1.3. the Services are provided to the Pharmacy on an "as is" basis.
- 14.2. Nothing in this agreement excludes the liability of PharmZap:
- 14.2.1. for death or personal injury caused by PharmZap's negligence; or
 - 14.2.2. for fraud or fraudulent misrepresentation.
- 14.3. Subject to clause 14.1 and clause 14.2:
- 14.3.1. PharmZap shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill 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 this agreement; and
 - 14.3.2. PharmZap'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 this agreement shall be limited to £50 (fifty pounds).

15. TERM AND TERMINATION

- 15.1. This agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of either 1 month or 12 months depending on the option specified when placing the order (each a "**Renewal Period**"), unless:
- 15.1.1. either party notifies the other party of termination, in writing, at least 30 days before the end of any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Renewal Period; or

- 15.1.2. otherwise terminated in accordance with the provisions of this agreement.
- 15.2. Without limiting its other rights or remedies, PharmZap may terminate the agreement with immediate effect by giving written notice to the Pharmacy if:
- 15.2.1. the Pharmacy commits a material breach of any term of the agreement and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
 - 15.2.2. the Pharmacy 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), 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;
 - 15.2.3. the Pharmacy suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 15.2.4. the Pharmacy's financial position deteriorates to such an extent that in PharmZap's opinion the Pharmacy's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.
- 15.3. Without prejudice to any other rights or remedies, PharmZap may terminate this Agreement for convenience in whole or in part at any time by giving not less than 1 (one) months' notice in writing to the Pharmacy.
- 15.4. On termination of this agreement for any reason:
- 15.4.1. all licences granted under this agreement shall immediately terminate and the Pharmacy shall immediately cease all use of the Services, the PharmZap App and the PharmZap Website;
 - 15.4.2. each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party except to the extent required by law;
 - 15.4.3. PharmZap may destroy or otherwise dispose of any of the Pharmacy Data in its possession; and
 - 15.4.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16. FORCE MAJEURE

PharmZap shall have no liability to the Pharmacy under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of PharmZap or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic, pandemic, 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 subcontractors, provided that the Pharmacy is notified of such an event and, where practicable, its expected duration.

17. VARIATION

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

18. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement 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.

19. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. SEVERANCE

- 20.1. If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.2. 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.

21. ENTIRE AGREEMENT

- 21.1. This agreement 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.
- 21.2. Each party acknowledges that in entering into this agreement 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 this agreement.
- 21.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 21.4. Nothing in this clause shall limit or exclude any liability for fraud.

22. ASSIGNMENT

- 22.1. The Pharmacy shall not, without the prior written consent of PharmZap, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 22.2. PharmZap may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

23. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any

representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

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

25. NOTICES

- 25.1. Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by prepaid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement. If sent by email, such notice must also be sent by repaid first-class post or recorded delivery post to the other party at its address set out in this agreement.
- 25.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by prepaid 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. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

26. GOVERNING LAW

This agreement 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.

27. JURISDICTION

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including noncontractual disputes or claims).