

**ONE VISION HEALTH LTD**

**ANSWERPACK LICENCE**

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## BACKGROUND

The Customer operates the Site (defined below).

One Vision (defined below) is the proprietor of the Intellectual Property Rights (defined below) in the Content (defined below) and the Customer wishes to use the Content on the Site.

The parties have agreed that One Vision shall provide the Content to the Customer and allow the Customer to use the Content on the Site subject to the terms and conditions set out in this licence.

### 1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this licence.

#### 1.1 Definitions:

<b>Above the Fold:</b>	situated within the portion of a web page that is designed to be visible on a computer screen with a resolution of 640 pixels by 480 pixels without the need for the user to scroll horizontally or vertically through the page.
<b>Business Day:</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Change Control Procedure:</b>	the change control procedure set out in Schedule 3.
<b>Confidential Information:</b>	all information, whether technical or commercial (including all specifications, drawings and designs disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:  (a) identified at the time of disclosure as confidential; or  (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
<b>Content:</b>	all text, information, data, software, executable code, images, audio or Video material in whatever medium or form provided by One Vision to the Customer for incorporation in the Site.
<b>Contract:</b>	the Customer's purchase order and One Vision's acceptance of it under clause 3.
<b>Customer:</b>	the person, partnership, firm, company or other legal entity who enters in to the Contract.
<b>Delivery Date(s):</b>	the date(s) specified in Part 1 of Schedule 1.

<b>Delivery Materials:</b>	the materials comprising the Content in any electronic or physical form to be delivered by One Vision to the Customer as more particularly set out in Part 2 of Schedule 1.
<b>Effective Date:</b>	the date of One Vision's acknowledgement copy of the purchase order form.
<b>Fees:</b>	the fees payable in respect of the licence of the Content as set out in clause 8.1 together with any charges arising from the Change Control Procedure.
<b>Intellectual Property Rights:</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Marks:</b>	any and all trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans of a party to this licence, whether or not registered.
<b>One Vision:</b>	One Vision Health Ltd.
<b>Project:</b>	the project defined in the Project Plan.
<b>Project Plan:</b>	the detailed plan describing the Project and setting out the estimated timetable (including without limitation Project milestones) and responsibilities for the provision of services by One Vision in accordance with the Contract.
<b>Site:</b>	the Customer's website from time to time and the provisions contained herein shall enable the Customer to use the Video on a single domain only unless specified otherwise in the Project Plan.
<b>Terms and Conditions:</b>	One Vision's terms and conditions attached hereto and as amended from time to time.
<b>Territory:</b>	the United Kingdom.

<b>Video:</b>	any video created by, developed or supplied by One Vision.
<b>Video Player:</b>	the Answerpack web video platform developed by One Vision.
<b>Visitor:</b>	a visitor to the Site.
<b>Visitor Data:</b>	all information provided by Visitors when visiting the Site.

- 1.2 Clause and Schedule headings do not affect the interpretation of this licence.
- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this licence.
- 1.4 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 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.
- 1.9 A **person** includes a corporate or unincorporated body.
- 1.10 **Writing** or **written** includes email.

## 2. APPLICATION OF CONDITIONS

- 2.1 These conditions shall:
- (a) apply to and be incorporated in the Contract; and
  - (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on One Vision unless in writing and signed by a duly authorised representative of One Vision.

### **3. EFFECT OF PURCHASE ORDER**

The Customer's purchase order constitutes an offer by the Customer to purchase the licence specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the purchase order form by One Vision, or One Vision's commencement or execution of work pursuant to the purchase order, shall establish a licence on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the Contract.

### **4. GRANT OF LICENCE**

4.1 Subject to clause 4.2, during the term of this licence, One Vision grants to the Customer a licence to distribute the Content in the Territory on the Site in return for the payment by the Customer of the Fees as set out in clause 8. For the purposes of this licence, the Customer shall only be taken to have used the Content in a particular jurisdiction where the Content or the Site are directed at that country. Access by a Visitor outside the Territory shall not constitute a breach of the licence terms in this licence.

4.2 The licence granted under clause 4.1 permits the Customer to:

- (a) electronically reproduce and distribute, and publicly perform and display, the Content on the Site; and
- (b) reproduce and distribute through any media now known, or hereafter developed, excerpts of the Content for, and in marketing and promotional materials related to, the Site.

4.3 The rights granted pursuant to clause 4.2 are subject to any guidelines that may from time to time be established by One Vision with respect to the Content.

4.4 The rights pursuant to clauses 4.1 and 4.2 are:

- (a) in relation to one Site;
- (b) on a single channel page on the Site;
- (c) for up to 4,000 Visitors per month;

and any Video on any additional domains, multiple usage of any Video on the same domain or more than 4,000 Visitors per month shall all be in addition to any rates referred to in the Project Plan (unless specifically accounted for in the Project Plan).

4.5 The provisions of clause 4.2 relate to the Site only and separate licences must be obtained by the Customer for any additional domains.

4.6 One Vision may request, based on reasonable objections, the removal of, or editorial revisions to, any of the Content that is published on the Site. The Customer agrees to take appropriate remedial action with respect to any such request within 72 hours of receipt of such request.

4.7 The Customer grants One Vision, subject to One Vision complying with the Data Protection Act 1998, a licence to use the Visitor Data.

## 5. LANGUAGE

5.1 At the sole discretion of One Vision, if requested to do so by the Customer, One Vision may provide a translation of the transcription text relating to the Video.

5.2 Any such translation agreed by One Vision in accordance with clause 5.1 covers two additional languages only and does not include population with translation content or video content. For the avoidance of doubt, this does not include translation of any Video.

## 6. PARTIES' RESPONSIBILITIES

6.1 One Vision shall deliver the Delivery Materials to the Customer on or before the Delivery Date(s).

6.2 The Customer shall include the Content on the Site.

6.3 The Customer shall not include all or any part of the Content on the Site without proper attribution to One Vision, or without including One Vision's copyright notice or any other notices One Vision may require, as described in the Delivery Materials from time to time.

6.4 Videos must be hosted on YouTube, unless otherwise agreed with One Vision.

6.5 For the avoidance of doubt, any content on the Site that is not Content is the sole responsibility of the Customer. The Customer shall indemnify One Vision against all costs, claims, damages, losses and expenses arising as a result of any claim or action against One Vision relating to content provided by the Customer, uploaded to the Site by the Customer or in any other respect using content that is not Content.

6.6 One Vision reserve the right to use the Video, Content or any other content on any One Vision website unless agreed to the contrary by One Vision.

6.7 One Vision shall, so far as is practicable, ensure that the Video channel supports browsers installed up to five years prior to the Delivery Date.

## 7. MARKS

7.1 Each party acknowledges and agrees for all purposes that all Marks associated with the other party or the other party's services, products, literature, promotional materials or otherwise, whether or not registered, constitute the other party's exclusive property.

7.2 Subject to clause 7.3 to clause 7.7, each party (**Proprietor**) grants to the other party (**Licensee**) a non-exclusive, non-transferable, non-assignable, royalty-free licence to use those Marks of the Proprietor set out in Schedule 2. The Licensee shall use such Marks solely for the purposes of performing its obligations under this licence, including in

connection with any advertising, marketing and promotional activities undertaken and materials developed pursuant to this licence.

- 7.3 All uses by the Licensee of the Proprietor's Marks shall be Above the Fold and in accordance with such quality control standards as the Proprietor may promulgate from time to time. The Licensee shall refrain from all uses of the Proprietor's Marks to which the Proprietor objects.
- 7.4 All uses of the Proprietor's Marks by the Licensee, including all goodwill arising, shall accrue solely to the benefit of the Proprietor.
- 7.5 All promotional literature and other materials prepared by either party in connection with its promotional obligations under this licence shall bear appropriate copyright and/or trade mark notices as prescribed by the party whose content or branding is included therein.
- 7.6 The Licensee shall not use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is confusingly similar to the Proprietor's Marks.
- 7.7 At no time during the term of this licence or thereafter shall the Licensee attack, challenge or file any application with respect to any Proprietor Mark.

## **8. FEES AND PAYMENT**

- 8.1 The Customer shall pay the set up cost as detailed in the Project Plan on or prior to the Effective Date.
- 8.2 The Fees for the Initial Term, unless stated otherwise, include a licence (as described in clause 4) for the Initial Term unless the Contract is terminated early on the conditions contained herein.
- 8.3 The Fees following the Initial Term will be as detailed in the Project Plan.
- 8.4 Where One Vision host the video content, the Customer shall pay a monthly hosting fee as detailed in the Project Plan or, where not included in the Project Plan, as reasonably determined by One Vision from time to time. All Videos will be backed up every 24 hours as far as practicable.
- 8.5 One Vision shall issue an annual VAT invoice in respect of the Fees, and the Customer shall pay to One Vision the Fees set out in One Vision's invoice within 14 days of the date of the invoice..
- 8.6 All Fees are exclusive of VAT.
- 8.7 For the avoidance of doubt, the following are included within the set up costs (unless the Project Plan states differently):

- (a) player build
- (b) splash screen on video player
- (c) player colours matched to the Customer's brand;
- (d) up to 4 video categories;
- (e) 4 category images;
- (f) 20 videos;
- (g) 1 contributor profile; and
- (h) delivered as a snippet of code to be embedded on to the Site.

8.8 For the further avoidance of doubt, the following, unless stated in the Project Plan as being included, are excluded from the set up cost and will be charged for separately at One Vision's hourly rate referred to in the Project Plan (minimum one hour) or at no less than £500 for creating a database version of a player:

- (a) changes to player size;
- (b) additional videos;
- (c) additional categories;
- (d) additional profile text and images;
- (e) purchasing of thumbnail images;
- (f) category images (where the number is more than 4)
- (g) creating database Delivery option;
- (h) transcriptions of videos;
- (i) xml video sitemap creation;
- (j) hosting outside YouTube;
- (k) translations;
- (l) multiple language options;
- (m) training;
- (n) licensed content i.e. animations;
- (o) uploading videos onto YouTube channel;
- (p) additional branding beyond colour changes;
- (q) setting up client YouTube channels;
- (r) building Content into client.

8.9 Subject to the support and maintenance provisions contained within the Project Plan, unless agreed otherwise by One Vision, the Customer shall pay a monthly support and maintenance fee (at the greater of £190 plus VAT per player or the support and maintenance price per player specified in the Project Plan) in advance by direct debit on the

first day of each month starting on the Project is agreed as completed or, in the absence of agreement, at the sole discretion of One Vision. For the avoidance of doubt, the support and maintenance fees envisage no more than two hours support and maintenance per month and where the support and maintenance required by a Customer exceeds two hours, One Vision in its absolute discretion reserves the right to charge the Customer at a rate of £95 per hour for such additional support and maintenance.

- 8.10 If the Customer fails to make any payment due to One Vision under this agreement by the due date for payment, then, without limiting One Vision's 's remedies under clause 13, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Allied Irish Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.11 If the Customer fails to make any payment due to One Vision under this agreement by the due date for payment, then, without limiting One Vision's 's remedies under clause 13 or the provisions of clause 7.9, the Customer shall immediately remove the channel from the Site and One Vision reserve the right to charge the Customer a reasonable sum per day for each day that the channel remains on the Site following failure to pay monies in accordance with these conditions.

## **9. WARRANTIES**

- 9.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this licence.
- 9.2 One Vision warrants to the Customer that the Content, One Vision's Marks and the Delivery Materials:
- (a) do not infringe in the UK any third party's Intellectual Property Rights, other proprietary rights or rights of privacy;
  - (b) do not violate any law, statute, ordinance or regulation in the UK (including the laws and regulations governing export control);
  - (c) are not defamatory, trade libellous, unlawfully threatening or unlawfully harassing;
  - (d) are not obscene, pornographic or liable to incite racial hatred or acts of terrorism and do not contain child pornography;
  - (e) do not violate any UK laws regarding unfair competition, anti-discrimination or false advertising; and
  - (f) do not, to the best of One Vision's knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 9.3 This licence sets out the full extent of One Vision's obligations and liabilities in respect of the supply of One Vision's Marks, the Content and the Delivery Materials. All conditions, warranties or other terms concerning the supply, purported supply or non-supply of One

Vision's Marks, the Content or Delivery Materials which might otherwise be implied into this licence or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

## **10. DELIVERY AND MINIMUM TERM**

- 10.1 Standard delivery of the Video Player is through a short iframe code sent to the Customer via email by One Vision or through One Vision sending a database for the Customer to upload onto their server (**Delivery**).
- 10.2 The minimum contract period is 12 months from the parties agreeing the Project is complete or, in the absence of agreement, as determined by One Vision.
- 10.3 All Video Players must include a discrete footer text link saying "powered by One Vision Health" and may, at the sole discretion of One Vision, include One Vision's logo.

## **11. LIMITATION OF REMEDIES AND LIABILITY**

- 11.1 Nothing in this licence shall operate to exclude or limit One Vision's liability for:
- (a) death or personal injury caused by its negligence; or
  - (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (c) fraud; or
  - (d) any other liability which cannot be excluded or limited under applicable law.
- 11.2 One Vision shall have no liability to the Customer whatsoever in relation to any Content not specifically generated by One Vision and under the total control of One Vision.
- 11.3 No content or Content can be used for diagnosis of medical conditions and the Customer shall indemnify One Vision against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the content or the Content has been relied upon in any diagnosis.
- 11.4 Neither party shall be liable under or in connection with this agreement or any collateral contract for any:
- (a) loss of revenue;
  - (b) loss of actual or anticipated profits;
  - (c) loss of contracts;
  - (d) loss of the use of money;
  - (e) loss of anticipated savings;
  - (f) loss of business;
  - (g) loss of opportunity;

- (h) loss of goodwill;
- (i) loss of reputation;
- (j) loss of, damage to or corruption of data; or
- (k) any indirect or consequential loss,

in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

- 11.5 Subject to clause 11.1, One Vision's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this licence or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 50% of the total Fees payable by the Customer to One Vision under this licence in that calendar year.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Customer retains all Intellectual Property Rights in the Site and its Marks, and nothing in this licence shall be taken to grant any rights to One Vision in respect of such Intellectual Property Rights.
- 12.2 Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content (which shall include, but not be limited to, the design and functionality), the Video Player and the Video shall remain with One Vision. Except as expressly provided in this licence, nothing shall be construed to grant to the Customer any right, title or interest in or to the Content.
- 12.3 Any and all Visitor Data (such as name, address and e-mail address) that is collected through any user registration process or otherwise shall be owned by the Customer.
- 12.4 The Customer shall indemnify One Vision against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the Customer's Marks infringe any UK Intellectual Property Rights belonging to a third party.
- 12.5 One Vision shall indemnify the Customer against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the Content or the Delivery Materials infringe any UK Intellectual Property Rights belonging to a third party.
- 12.6 The indemnity in clause 12.5 is subject to the following conditions:
- (a) the Customer promptly notifies One Vision in writing of the claim or action;
  - (b) the Customer makes no admissions or settlements without One Vision's prior written consent;
  - (c) the Customer gives One Vision all information and assistance that One Vision may reasonably require; and

- (d) the Customer allows One Vision complete control over any negotiations, litigation and the settlement of any claim or action.

12.7 The indemnity in clause 12.5 may not be invoked to the extent that the action or claim arises out of One Vision's compliance with any designs, specifications, materials or instructions of the Customer.

### **13. TERM AND TERMINATION**

13.1 This agreement shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 13, this agreement shall continue until the first anniversary of the Effective Date (**Initial Term**) and shall automatically extend for 12 months (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than 30 Business Days before the end of the Initial Term or the relevant Extended Term, to terminate this agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

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

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement 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;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

- (g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(c) to clause 13.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On expiry or termination of this licence:

- (a) any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect;
- (b) the Customer shall promptly return to One Vision, or certify the destruction of, the Content and all Delivery Materials; and
- (c) the Video/channel will be removed from the Customer's Site.

#### **14. CHANGE CONTROL**

Any request to change the nature or quality of the Content shall be processed in accordance with the Change Control Procedure set out in Schedule 3.

#### **15. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

## **16. CONFIDENTIALITY**

- 16.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 16.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 16.3 The obligations set out in this clause 16 shall not apply to Confidential Information which the receiving party can demonstrate:
- (a) is or has become publicly known other than through a breach of clause 16; or
  - (b) was in possession of the receiving party prior to disclosure by the other party; or
  - (c) was received by the receiving party from an independent third party who has full right of disclosure; or
  - (d) was independently developed by the receiving party; or
  - (e) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.
- 16.4 The obligations of confidentiality in this clause 16 shall not be affected by the expiry or termination of this licence.

## **17. NOTICES**

- 17.1 A notice given under this licence:
- (a) shall be in writing in the English language;
  - (b) in relation to One Vision, shall be sent for the attention of the person, and to the address or e-mail address given in clause 17 (or such other person, address or e-mail address as the receiving party may have notified to the other, such notice to take effect five days from the notice being received);
  - (c) in relation to the Customer, as set out in the Project Plan; and
  - (d) shall be:
    - (i) delivered personally; or
    - (ii) sent by email; or
    - (iii) sent by pre-paid first class post, recorded delivery or registered post; or
    - (iv) (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.
- 17.2 The address for the service of notice for One Vision is:

Address: One Vision Health, 2<sup>nd</sup> Floor, 6 – 8 Bonhill Street, Shoreditch, London. EC2A 4BX

For the attention of: Samuel Beavan

E-mail: samuel@onevision.co.uk

- 17.3 A notice is deemed to have been received:
- (a) if delivered personally, at the time of delivery; or
  - (b) in the case of e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or
  - (c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
  - (d) in the case of registered airmail, five days from the date of posting; or
  - (e) if deemed receipt under the previous paragraphs of clause 17.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), deemed receipt shall be when business next starts in the place of receipt.
- 17.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the correct fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **18. ANNOUNCEMENTS**

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.

## **19. ASSIGNMENT**

The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this licence without the prior written consent of One Vision, such consent not to be unreasonably withheld or delayed. One Vision may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its rights under this licence without consent, provided that it gives advance notice to the Customer.

## **20. ENTIRE AGREEMENT**

- 20.1 This agreement, and One Vision's Terms and Conditions, constitutes the entire agreement between the parties and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each party agrees that it 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. 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. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **22. VARIATION**

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

## **23. 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.

## **24. 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.

## **25. SEVERANCE**

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

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

**26. GOVERNING LAW**

This licence and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

**27. JURISDICTION**

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

**SCHEDULE 1 - DELIVERY**

**Part 1 - Delivery dates**

**Part 2 - Delivery materials**

**SCHEDULE 2 - MARKS**

**Part 1 - One Vision's marks**

[DETAILS]

**Part 2 - Customer's marks**

[DETAILS]

### SCHEDULE 3 - CHANGE CONTROL PROCEDURE

1. One Vision and the Customer shall discuss any change to this licence (**Change**) proposed by either and such discussion shall result in either:
  - 1.1 a written request for a Change by the Customer; or
  - 1.2 a written recommendation for a Change by One Vision,or, if neither of the Customer nor One Vision wishes to submit a request or recommendation, the proposal for the Change shall not proceed.
2. Where a written request for a Change is received from the Customer, One Vision shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, or inform the Customer that One Vision is not able to comply with such written request for a Change.
3. A written recommendation for a Change by One Vision shall be submitted as a CCN directly to the Customer at the time of such recommendation.
4. Each CCN shall contain:
  - 4.1 the title of the Change;
  - 4.2 the originator and the date of the request or recommendation for the Change;
  - 4.3 the reason for the Change;
  - 4.4 the full details of the Change, including any specifications and user facilities;
  - 4.5 the price, if any, of or associated with the Change;
  - 4.6 a timetable for implementation, together with any proposals for acceptance of the Change;
  - 4.7 the impact, if any, of the Change on other aspects of this licence, including:
    - (a) the Fees;
    - (b) the contractual documentation; and
    - (c) staff resources;
  - 4.8 the date of expiry of validity of the CCN (which shall not be less than 30 working days); and
  - 4.9 provision for signature of the CCN by the Customer and One Vision.

5. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in paragraph 4.8 of Schedule 3:
  - 5.1 allocate a sequential number to the CCN;
  - 5.2 evaluate the CCN, and as appropriate either:
    - (a) request further information; or
    - (b) approve the CCN; or
    - (c) notify One Vision of the rejection of the CCN; and
  - 5.3 if the CCN is approved, arrange for two copies of the approved CCN to be signed for or on behalf of the Customer and One Vision. The signing of the CCN will signify acceptance of a Change by both the Customer and One Vision.
6. Once signed by the Customer and One Vision in accordance with paragraph 5 of Schedule 3, the Change shall be immediately effective and the Customer and One Vision shall perform their respective obligations on the basis of the agreed amendment.