

MASTER TERMS OF SERVICE (B2B / B2B2C)

PARTIES

- (1) **SALIENT LABS LIMITED** incorporated and registered in England and Wales with company number 12662440 whose registered office is at The Biscuit Factory, Drummond Road, London, SE16 4DG, United Kingdom ('**Supplier**').
- (2) **THE CUSTOMER** whose name and particulars are set out in an Order ('**Customer**').

RECITALS

- (A) The Supplier is a leading provider of diagnostics testing services.
- (B) The Customer is an entity that wishes to offer diagnostics testing to certain individuals (e.g. its clients, employees, etc.).
- (C) This Agreement is intended to operate as a framework to enable the Customer to: (i) order diagnostic and other services that are offered by the Supplier from time-to-time; and (ii) use (or to allow others to use) the Supplier's web portal and/or mobile app.

OPERATIVE PROVISIONS

1. Definitions and interpretation

The definitions and rules of interpretation set out in schedule 1 shall apply to this Agreement.

2. Order

2.1 The Customer may order Services at any point by placing an Order. Orders shall only be legally binding if and to the extent accepted by the Supplier.

2.2 Subject to the terms of this Agreement, the Supplier shall: (a) perform Services in accordance with clause 3; and (b) provide access to the Web Portal and/or App in accordance with clause 4.

2.3 If a Customer Affiliate places an Order:

- (a) all references to the "Customer" in this Agreement or in the Order shall refer to the Customer Affiliate;
- (b) the Customer Affiliate shall be deemed to have entered into a separate agreement with the Supplier under the same terms as this Agreement, which shall apply *mutatis mutandis*; and
- (c) the contract between the Supplier and the Customer Affiliate shall be enforceable by the Supplier and the Customer Affiliate only, and the Supplier will have no liability towards the Customer in respect of such Order.

3. Services

3.1 The Customer may request Services from the Supplier by submitting an Order. A list and description of Services is set out on the Supplier's website. The Supplier may deliver the Services through any of its affiliates.

3.2 Upon the Supplier accepting an Order and subject to the terms of this Agreement, the Supplier shall perform the Services in accordance with the relevant Order (including the timeframes and delivery dates specified therein) and the relevant Service Terms.

4. **Web Portal and App**

- 4.1 Upon the Supplier accepting an Order and subject to the terms of this Agreement, the Supplier grants the Customer a non-exclusive right to allow Authorised Users to use the Web Portal and/or the App during the Term.
- 4.2 Access to the Web Portal and the App is at all times subject to the Customer's compliance with this Agreement.
- 4.3 The Supplier does not warrant that the Customer's use of the Web Portal or the App will be uninterrupted or error-free.
- 4.4 The Supplier may from time-to-time provide updates to the Web Portal or the App at no additional cost to the Customer in order to: fix bugs or update security; improve general performance; enhance the features and functionality; or support new devices and operating systems.

5. **Authorised Users**

- 5.1 The Customer shall ensure that only Authorised Users use the Web Portal and App and that such use is at all times in accordance with this Agreement.
- 5.2 The Customer shall:
- (a) be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
 - (b) only provide Authorised Users with access to the Services via the access method provided by the Supplier and shall not provide access to (or permit access by) anyone other than an Authorised User; and
 - (c) procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to the Supplier's Confidential Information.
- 5.3 The Customer warrants and undertakes that it, and all Authorised Users and all others acting on its or their behalf shall, keep confidential and not share with any third party their password or access details for the Web Portal or the App.

6. **Service Fees**

- 6.1 The Service Fee and any other charges agreed between the parties in writing are non-cancellable and non-refundable, and shall be paid by the Customer at the rates and in the manner described in the Pricing Terms.
- 6.2 Unless otherwise specified in an Order, the Supplier shall be entitled to invoice the Customer on acceptance of the relevant Order and the invoices shall be paid within 7 calendar days of the date on the invoice.
- 6.3 All fees and charges payable under this Agreement: (a) are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law; and (b) shall be paid into the Supplier's bank account by electronic funds transfer unless otherwise notified by the Supplier to the Customer in writing in accordance with this Agreement.
- 6.4 The Supplier shall have the right to charge interest on overdue invoices at the rate of 8% per year, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7. **Warranties**

7.1 Subject to the remainder of this clause 7, the Supplier warrants that:

- (a) the Web Portal, the App, and each Service shall operate materially in accordance with the descriptions available on the Supplier's website when used in accordance with this Agreement under normal use and normal circumstances during the relevant Service Period; and
- (b) it will provide each of the Services with reasonable care and skill.

7.2 The warranties in clause 7.1 are subject to the limitations set out in clause 15 and shall not apply to the extent that any error in the Services arises as a result of (in whole or in part): (a) incorrect operation or use of the Services by the Customer, any Authorised Affiliate or any Authorised User; (b) use of any of the Services other than for the purposes for which it is intended; (c) use of any Services with third party software or services or on equipment with which it is incompatible; (d) any act by any third party (including hacking or the introduction of any virus or malicious code); (e) any modification of Services (other than that undertaken by the Supplier or at its direction); or (f) any breach of this Agreement by the Customer (or by any Authorised Affiliate or Authorised User).

7.3 The Customer acknowledges that no liability or obligation is accepted by the Supplier (howsoever arising whether under contract, tort, in negligence or otherwise): (a) that the operation of the Web Portal and the App shall not be subject to minor errors or defects; or (b) that the Services, the Web Portal, or the App shall be compatible with any other software or service or with any hardware or equipment.

7.4 Other than as set out in this clause 7, and subject to clause 15.5, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

8. **Customer's responsibilities**

8.1 The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall):

- (a) provide the Supplier with: (i) all necessary Customer Data; (ii) all necessary co-operation; and (iii) all necessary access to such information or facilities, each as may be required by the Supplier in order to provide the Services. The Supplier shall not be obligated to provide the Services, nor shall it be liable for any failure to provide the Services, as a result of the Customer's non-compliance with this clause, including, but not limited to, failure to report results to the Customer as a result of the Customer's non-compliance with (i) above;
- (b) comply with all applicable laws relating to the use or receipt of the Services;
- (c) ensure that the Web Portal and/or the App is used in accordance with this Agreement and shall be responsible for any Authorised User's breach of this Agreement; and
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement.

8.2 The Customer shall provide the Supplier with all assistance as the Supplier may reasonably require and the Customer acknowledges that the Supplier's ability to provide Services may be adversely affected, interrupted and/or delayed if the Customer does not provide such information, assistance or access.

8.3 The Supplier shall have no liability for any delays, interruptions or other problems to the extent caused (in whole or in part) by the Customer's failure to comply with clause 8.2.

9. **Intellectual property**

- 9.1 All Intellectual Property Rights in and to the Services (including in all Supplier Provided Materials, but excluding any Customer Provided Materials) belong to and shall remain vested in the Supplier or the relevant third-party owner.
- 9.2 All Intellectual Property Rights in and to the Customer Provided Materials and Customer Data belong to and shall remain vested in the Customer or the relevant third-party owner. The Customer and Authorised Users may store or transmit Customer Data using the Web Portal and/or the App, which may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, sub-licensable, non-exclusive licence for the Supplier to use, copy and otherwise utilise the Customer Data, Customer Provided Materials, and Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform the Supplier's rights, remedies and obligations under this Agreement.
- 9.3 The Supplier may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**'Feedback'**).
- 9.4 The Customer grants the Supplier a limited, revocable, non-exclusive, non-transferable, worldwide and royalty-free licence to use the Customer's name and trade mark in order to refer to the supply of the Services on the Supplier's website and in the Supplier's sales and promotion material.
- 9.5 The Supplier agrees, in relation to its use of the names and trade marks described in clause 9.4, to adhere to the reasonable instructions of the Customer as to the form and manner in which the marks may be used and shall adhere to the Customer's brand guidelines (as notified to the Supplier from time-to-time).
- 9.6 This clause 9 shall survive the termination or expiry of this Agreement.

10. **System improvement**

- 10.1 The Customer agrees that the Supplier may de-identify Customer Data to render it Anonymous Data, which may then be used by the Supplier for the purposes of improving its services, operations and systems.
- 10.2 For the purposes of clause 10.1, the Customer hereby grants to the Supplier a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, and sub-licensable licence to use, copy and otherwise utilise Anonymous Data to improve the Supplier's services, operations and systems.
- 10.3 For the avoidance of any doubt, the Supplier shall own any and all Intellectual Property Rights in the data, analysis and improvements the Supplier (or its agents) derive from the Anonymous Data.

11. **Customer indemnity**

- 11.1 Subject to clause 11.2, the Customer shall indemnify, keep indemnified and hold harmless the Supplier (on the Supplier's own behalf on behalf of each of the Supplier's Affiliates) from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of any third party alleging that the Customer Provided Materials or Customer Data (without prejudice to the Supplier's obligations under the Data Protection Addendum) infringes the rights, including any Intellectual Property Rights, of a third party.
- 11.2 The Customer shall have no liability or obligation under this clause 11 in respect of any claim which arises in whole or in part from: (a) any breach of this Agreement by the Supplier; or (b) use of the Customer Provided Materials or Customer Data (or any part) otherwise than in accordance with the Customer's instructions.

11.3 This clause 11 shall survive termination or expiry of this Agreement.

12. **Confidentiality and Customer Data**

12.1 Customer Data shall at all times remain the property of the Customer or its licensors.

12.2 The Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement, disclose or copy the Customer Data other than as necessary for the performance of the Services, as required by law, or in accordance with its rights and obligations under this Agreement.

12.3 The provisions of this clause 12 shall not apply to information which:

- (a) is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;
- (b) is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure;
- (c) is independently developed by the Supplier (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such information; or
- (d) is required by law, by court or governmental or regulatory order to be disclosed,

provided that clauses 12.3(a) to 12.3(c) (inclusive) shall not apply to Protected Data.

12.4 This clause 12 shall survive the termination or expiry of this Agreement.

12.5 To the extent any Customer Data is Protected Data, the Supplier shall ensure that such Customer Data may be disclosed or used only to the extent such disclosure or use does not conflict with any of the Supplier's obligations under the Data Protection Addendum with respect to such Protected Data. Clauses 12.2 to 12.4 (inclusive) are subject to this clause 12.5.

13. **Supplier's Confidential Information**

13.1 The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.

13.2 The Customer undertakes to:

- (a) disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement;
- (b) procure that such persons are made aware of and agree in writing to observe the obligations in this clause 13; and
- (c) be responsible for the acts and omissions of those third parties referred to in this clause 13.2 as if they were the Customer's own acts or omissions.

13.3 The Customer shall give notice to the Supplier of any unauthorised use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.

13.4 The provisions of this clause 13 shall not apply to information which:

- (a) is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;

- (b) is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
- (c) is independently developed by Customer, without access to or use of such information; or
- (d) is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.

13.5 This clause 13 shall survive the termination or expiry of this Agreement.

14. **Relief**

To the maximum extent permitted by law, the Supplier shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

15. **Limitation of liability**

15.1 The extent of the party's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 15.

15.2 Subject to this clause 15, the Supplier's aggregate liability howsoever arising under or in connection with this Agreement (including all Orders) shall not exceed:

- (a) £1,000,000 in respect of liability arising under the Data Protection Addendum; or
- (b) an amount equal to the Service Fees for all Services paid or payable to the Supplier in the 12-month period immediately preceding the first incident giving rise to any other claim under this Agreement.

15.3 Subject to clause 15.5, the Supplier shall not be liable for consequential, indirect or special losses.

15.4 Subject to clause 15.5, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit or revenue; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

15.5 Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by applicable law.

15.6 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services, and for conclusions drawn from such use. The Supplier shall have no liability for: (i) any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services; or (ii) any actions taken by the Supplier at the Customer's direction; and
- (b) the Services are provided to the Customer on an "as is" basis.

15.7 This clause 15 shall survive the termination or expiry of this Agreement.

16. **Suspension**

The Supplier may suspend access to the Services to all or some of the Authorised Users if: (a) the Supplier reasonably suspects that there has been a serious misuse of the Services; or (b) the Customer fails to pay any sums due to the Supplier by the due date for payment.

17. **Term and termination**

17.1 This Agreement shall come into force on the date the Supplier accepts the first Order and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Term after which it shall automatically expire.

17.2 Either party may terminate this Agreement or any Service immediately at any time by giving notice in writing to the other party if:

- (a) the other party commits a material breach of this Agreement (or the relevant Service Terms) and such breach is not remediable;
- (b) the other party commits a material breach of this Agreement (or the relevant Service Terms) which is not remedied within 14 Business Days of receiving written notice of such breach; or
- (c) the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 14 Business Days after the other party has received notification that the payment is overdue.

17.3 Any breach by the Customer of clause 9 shall be deemed a material breach of this Agreement which is not remediable.

17.4 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) the Supplier may invoice for, and the Customer shall be immediately liable for, Service Fees in relation to Services performed but not yet invoiced at the date of termination;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession; and
- (d) 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.

18. **Changes to services and terms**

18.1 In relation to Services, the Supplier may at its absolute discretion make, and notify the Customer of, updated versions of the Data Protection Addendum or Service Terms from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which the Supplier elects (an '**Update Notification**').

18.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of this Agreement from the date 10 Business Days after the date of the Update Notification in respect of such revised document(s) (the '**Update**') (or at a later date if specified).

18.3 In the event that the Customer reasonably believes that any Update materially impacts it negatively in any manner it may by notice elect to terminate this Agreement in respect of all impacted Services provided it exercises such right prior to such Update taking effect pursuant to clause 18.2 on not less than five Business Days prior written notice and notifies the Supplier at the time of exercising

such right of the negative impact which has caused it to exercise this right. In the event of such termination the Customer shall receive a refund of any pre-paid Service Fees in respect of such terminated Services.

18.4 The Customer acknowledges that the Supplier shall be entitled to modify the features and functionality of the Web Portal and the App, provided that any such modification does not materially adversely affect the use of Web Portal or the App by Authorised Users.

19. **Entire agreement**

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

19.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

19.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

20. **Notices**

20.1 Any notice given by a party under this Agreement shall be in writing and in English, and sent to the relevant party as follows:

(a) in the case of those to the Supplier, to its registered office;

(b) in the case of those to the Customer, to any email or physical address or contact details notified in the Order.

20.2 This clause does not apply to notices given in legal proceedings or arbitration.

21. **Variation**

No variation of this Agreement shall be valid or effective unless it is an Update made in accordance with this Agreement, or made in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

22. **Assignment and subcontracting**

22.1 Except as expressly provided in this Agreement, the Supplier may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.

22.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

23. **Set off**

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24. **No partnership or agency**

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the

contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

25. Severance

25.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable:

- (a) the legality, validity and enforceability of any other provision of this Agreement shall not be affected; and
- (b) but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

26. Waiver

26.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

26.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

27. Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

28. Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

29. Governing law and jurisdiction

29.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2 The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1
Definitions and interpretation

1 In this Agreement:

'Affiliate'	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
'Agreement'	means these Master Terms of Service together with the Data Protection Addendum, the Service Terms, and all Orders entered into by the Customer;
'Anonymous Data'	means data (including Customer Data) that has been de-identified and/or aggregated with other data to such an extent that data subjects are no longer identified, identifiable or otherwise ascertainable by reference to or with the combination of other datasets;
'App'	means the Supplier's mobile software application by which test results are delivered (if available);
'Authorised Affiliates'	means, in respect of the relevant Service, the Affiliates of the Customer (if any) identified in the Order as Authorised Affiliates in respect of that Service;
'Authorised Users'	means the users authorised by the Customer to use the Services, the Web Portal and/or the App in accordance with the terms of this Agreement (e.g. the Customer's employees, clients, etc.);
'Business Day'	means a day other than a Saturday, Sunday or bank or public holiday in England;
'Customer Data'	means all data (excluding Feedback) provided to the Supplier by the Customer, an Authorised User, or an Authorised Affiliate;
'Customer Provided Materials'	means all of the Materials provided or made available by or on behalf of the Customer;
'Customer Systems'	means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise;
'Data Protection Addendum'	means the addendum at Schedule 2 identifying certain respective rights and obligations of the parties in respect of personal data and privacy under this Agreement (as Updated from time to time);
'Feedback'	has the meaning given to it in clause 9.3;
'Force Majeure'	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;
'Intellectual Property Rights'	means any and all copyright, neighbouring and related rights, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models,

domain names and all similar rights and, in each case whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications, whether vested, contingent or future; and wherever existing;

'Master Terms of Service'	means the terms set out in the clauses and other provisions of this document (including schedule 1), as Updated from time to time;
'Materials'	means all equipment, services, data, information, content, Intellectual Property Rights, websites, software and other materials provided in connection with the Services, but excluding all Customer Data;
'Order'	means a written request for Services received by the Supplier from the Customer, whether in the form of an email, letter, order form, or similar;
'Pricing Terms'	means the details of pricing and fees in respect of each part of the Services, as initially provided by the Supplier in relation to the Order and as updated from time to time in accordance with this Agreement or, in respect of any part of the Services for which prices are not expressly agreed, on the Supplier's Standard Pricing Terms;
'Protected Data'	has the meaning given in the Data Protection Addendum;
'Relief Event'	means any breach of this Agreement by the Customer, or any Force Majeure;
'Service Fee'	means, in respect of each Service, the fees payable by the Customer in consideration of that Service as set out in the Pricing Terms;
'Service Period'	means (subject to clause 17) in respect of each Service, the duration during which such Services are to be provided as initially set out in the Order and as varied in accordance with this Agreement;
'Service Terms'	means, in respect of each Service, any specific additional or amended terms that are relevant to that Service (as Updated from time to time) and made available to the Customer;
'Services'	means the services specified in a relevant Order;
'Supplier Provided Materials'	means all of the Materials provided or made available by or on behalf of the Supplier, but excluding Customer Data;
'Supplier's Confidential Information'	means all information (whether in oral, written or electronic form) relating to the Supplier's business which may reasonably be considered to be confidential in nature including information relating to the Supplier's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms and any other technical or operational specifications or data relating to each Service shall be part of the Supplier's Confidential Information;
'Supplier's Standard Pricing Terms'	means the Supplier's standard pricing terms for each part of the Services, as amended by the Supplier from time to time;
'Term'	means the period beginning on the Supplier accepting the first Order and ending with the last of the Service Periods;
'Update'	has the meaning given in clause 18.2, and 'Updated' shall be construed accordingly;

'VAT' means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom; and

'Web Portal' means the Supplier's test result website portal.

2 In this Agreement, unless otherwise stated:

2.1 the table of contents, recitals section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

2.2 the Supplier and the Customer are together the 'parties' and each a 'party', and a reference to a 'party' includes that party's successors and permitted assigns;

2.3 words in the singular include the plural and vice versa;

2.4 any words that follow **'include'**, **'includes'**, **'including'**, **'in particular'** or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

2.5 a reference to **'writing'** or **'written'** includes any method of reproducing words in a legible and non-transitory form (including email);

2.6 a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation; and

2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2.8 each Order accepted by the Supplier shall form part of these Master Terms of Service together with the Data Protection Addendum and Service Terms;

2.9 in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority): (a) the Order; (b) the Service Terms; (c) the Data Protection Addendum; and (d) the Master Terms of Service;

2.10 subject to the order of priority between documents in clause 2.9, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

Schedule 2
Data Protection Addendum

DEFINITIONS AND INTERPRETATION**1. Definitions and Interpretation**

The following definitions and rules of interpretation apply in this Data Protection Addendum ("**DPA**"). Definitions used but not defined herein will have the same meaning as prescribed in the Terms of Service.

1.1 Definitions:

'Controller'	as defined in the Data Protection Legislation.
'Data Protection Legislation'	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
'Data Subject'	the individual to whom the Personal Data relates.
'Personal Data'	any information relating to an identified or identifiable natural person that is processed by the Supplier as a result of, or in connection with, the provision of the Services; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
'Personal Data Breach'	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise processed.
'Privacy Policy'	privacy policy available at https://www.salient.bio or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
'Processing, processes, process'	as defined in the Data Protection Legislation.
'Processor'	as defined in the Data Protection Legislation.
'Protected Data'	the Personal Data comprised in the Customer Data but not including the Supplier-Controlled Data.
'Supplier-Controlled Data'	has the meaning given in clause 2.1 of this DPA.
'UK Data Protection Legislation'	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive

2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Personal data types and processing purposes

2.1 The Supplier shall act as the sole Controller in respect of data provided to the Supplier by Authorised Users in relation to:

- (a) the Supplier's on-boarding and account set-up processes for new Authorised Users;
- (b) the provision of support services by the Supplier to Authorised Users;
- (c) analytics activities undertaken by the Supplier in relation to the use of the Services by Authorised Users

(the "**Supplier-Controlled Data**").

The Supplier shall, in providing the Services, comply with its obligations pursuant to the Data Protection Legislation and its Privacy Policy relating to the privacy and security of the Supplier-Controlled Data.

2.2 This DPA applies to the Supplier's processing of Protected Data. The Customer and the Supplier acknowledge that for the purpose of the Data Protection Legislation, the Customer is the Controller of the Protected Data and the Supplier is the Processor.

2.3 The Customer retains control of the Protected Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Supplier.

2.4 Annex 1 describes the subject matter, duration, nature and purpose of processing and the Protected Data categories and Data Subject types in respect of which the Supplier may process to fulfil its obligations under the Agreement.

3. Supplier's obligations

3.1 The Supplier will only process the Protected Data to the extent, and in such a manner, as is necessary to comply with its legal obligations and its obligations under the Agreement in accordance with the Customer's written instructions. The Supplier will not process the Protected Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Supplier must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.

3.2 The Supplier must promptly comply with any Customer request or instruction requiring the Supplier to amend, transfer, delete or otherwise process the Protected Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 The Supplier will maintain the confidentiality of all Protected Data and will not disclose Protected Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the Supplier to process or disclose Protected Data, the Supplier must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.4 The Supplier will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, including in relation to Data Subject rights, data

protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation provided the Customer shall pay the Supplier's reasonable costs for providing assistance under this Clause 3.4.

- 3.5 The Supplier must promptly notify the Customer of any changes to Data Protection Legislation that may adversely affect the Supplier's performance of the Agreement.

4. Supplier's employees

- 4.1 The Supplier will ensure that all of its key employees responsible for Protected Data:
- (a) are informed of the confidential nature of the Protected Data and are bound by confidentiality obligations in respect of the Protected Data; and
 - (b) have undertaken training on the Data Protection Legislation relating to handling Protected Data.

5. Security

- 5.1 The Supplier must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Protected Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Protected Data.
- 5.2 The Supplier must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6. Personal data breach

- 6.1 The Supplier will promptly and without undue delay notify the Customer if any Protected Data is lost or destroyed or becomes damaged, corrupted, or unusable.
- 6.2 The Supplier will promptly and without undue delay notify the Customer if it becomes aware of a Personal Data Breach.
- 6.3 Where the Supplier becomes aware of a Personal Data Breach, it shall, without undue delay, also provide the Customer with the following information:
- (a) description of the nature of the Personal Data Breach, including the categories and approximate number of both Data Subjects and Protected Data records concerned;
 - (b) the likely consequences; and
 - (c) description of the measures taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.
- 6.4 The Supplier will reasonably co-operate with the Customer in the Customer's handling of a Personal Data Breach, including:

- (a) assisting with any investigation;
 - (b) making available information reasonably required to comply with all Data Protection Legislation; and
 - (c) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach.
- 6.5 The Supplier will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior consent, except when required to do so by law.
- 6.6 The Supplier agrees that the Customer has the sole right to determine whether to provide notice of the Personal Data Breach to any Data Subjects.

7. Cross-border transfers of protected data

- 7.1 The Supplier may only transfer or otherwise process, or permit the processing, of Protected Data outside the UK or the EEA under the following conditions:
- (a) the Supplier is processing Protected Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals;
 - (b) the Supplier participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Supplier (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679), including, where required, the use of European Commission approved standard contractual clauses; or
 - (c) the transfer otherwise complies with Data Protection Legislation.

8. Subcontractors

- 8.1 The Customer hereby acknowledges that the Services, the Web Portal and/or the App may be provided via subcontractors. The Customer hereby authorises the Supplier's use of the subcontractors set out in Annex 2. The Supplier shall notify the Customer in relation to any changes and additions to the subcontractor list prior to such changes and additions taking place, thereby providing the Customer with an opportunity to reasonably object such changes and additions. Where the Customer does not object in writing to the Supplier's notice pursuant to this clause within seven (7) calendar days, the Customer shall be deemed to have authorised the relevant change or addition.
- 8.2 In any circumstances, the Supplier may only authorise a third party (subcontractor) to process the Protected Data if the Supplier enters into a written contract with the subcontractor that contains terms substantially similar as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures. The Supplier remains fully liable to the Customer for the acts and omissions of any approved subcontractor in connection with the Services.
- 8.3 The Supplier shall use commercially reasonable efforts to comply with the Customer's objection pursuant to 8.1 above. Where the Supplier is unable to continue to provide the Services, the Web Portal and/or the App as a result of such Customer objection, the Customer shall be entitled to terminate the Agreement in accordance with the provisions of clause 12 of the Agreement.

9. Complaints, data subject requests and third-party rights

- 9.1 The Supplier shall provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.
- 9.2 The Supplier shall notify the Customer promptly if it receives any complaint or notice that relates to the processing of the Protected Data or to either party's compliance with the Data Protection Legislation in connection with its obligations under this Agreement.
- 9.3 The Supplier shall notify the Customer within five (5) working days if it receives a request from a Data Subject for access to their Protected Data or to exercise any of their related rights under the Data Protection Legislation.
- 9.4 The Supplier shall provide reasonable assistance to the Customer in responding to any complaint, notice or Data Subject request.

10. Term and termination

- 10.1 This DPA shall survive termination of the Agreement for so long as the Supplier retains any Protected Data related to the Agreement in its possession or control.
- 10.2 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Agreement obligations, the parties will suspend the processing of Protected Data until that processing complies with the new requirements. If the parties are unable to bring the Protected Data processing into compliance with the Data Protection Legislation within three (3) months, they may terminate the Agreement on written notice to the other party.

11. Data return and destruction

- 11.1 On termination of the Agreement for any reason, the Supplier will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Protected Data related to this Agreement in its possession or control.
- 11.2 If any law, regulation, or government or regulatory body requires the Supplier to retain any documents or materials that the Supplier would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

12. Records

- 12.1 To the extent required by Data Protection Legislation the Supplier will keep detailed, accurate and up-to-date written records regarding any processing of Protected Data it carries out for the Customer, including but not limited to, the access, control and security of the Protected Data, approved subcontractors and affiliates, the processing purposes and categories of processing ("**Records**").
- 12.2 The Supplier will ensure that the Records are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Agreement and the Supplier will provide the Customer with copies of the Records upon the Customer's reasonable request.

13. Audit

- 13.1 The Supplier will permit the Customer to audit the Supplier's compliance with its Agreement obligations, on at least thirty (30) days' notice, not more than once in any twelve (12) month period during the term of the Agreement, while the Supplier is actively providing the Services to the Customer. Any such audit shall be undertaken during normal business hours and in a manner which does not impact the Supplier's business. The Supplier shall use its reasonable efforts to provide the Customer assistance to conduct an audit, provided that the Customer shall pay the Supplier's reasonable costs for providing any such assistance. Any disclosures made as a result of an audit shall be considered the Supplier's Confidential Information.
- 13.2 On the Customer's reasonable written request, the Supplier will make its own data protection audit reports available to the Customer for review. The Customer will treat such audit reports as the Supplier's Confidential Information under this Agreement.

14. Warranty

- 14.1 The Customer warrants that the Supplier's expected use of the Protected Data in performing the Services and as specifically instructed by the Customer will comply with the Data Protection Legislation.

Annex 1- Processing, Protected Data and Data Subjects

1. Processing by the Supplier

1.1 Nature and purpose of processing:

The Supplier will process the Protected Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the Customer in its use of the Services.

1.2 Duration of the processing:

The Supplier will process the Protected Data for the duration of the Agreement in performance of the Services, unless agreed in writing.

2. Types of personal data

2.1 The Customer may submit Protected Data in connection with the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to, the following categories of data:

- (a) first and last name;
- (b) title;
- (c) position;
- (d) contact information (email, phone, address);
- (e) date of birth;
- (f) home postcode;
- (g) ethnicity;
- (h) barcode identifying a sample of biological material received by the Supplier;
- (i) sample tube containing such biological material; and
- (j) test result.

3. Categories of data subjects

3.1 The Customer may submit Protected Data in connection with the Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include but is not limited to, Protected Data relating to the following categories of Data Subjects:

- (a) employees of the Customer;
- (b) contractors of the Customer;
- (c) agents of the Customer;
- (d) authorised representatives of the Customer; and
- (e) clients/customers of the Customer.

Annex 2 – Subcontractors

SUBCONTRACTOR	Activity	LOCATION
Amazon Web Services	Hosting/Storage of the Web Portal	UK