Framework Agreement

by and between

GGD Amsterdam (GGD)

and

inFact UK Limited

Date: 1st June 2020
Version: 1.0 FINAL

THIS DEED IS MADE ON 1st June 2020

THE UNDERSIGNED:

1. The public body with legal personality under Dutch law, **GGD Amsterdam** having its registered office at Nieuwe Achtergracht 100, 1018 WT Amsterdam, The Netherlands, to be referred to hereinafter as: "**Customer**";

and

2. **inFact UK Limited** a private company incorporated with limited liability in England and Wales, having its registered office at Natwest Bank Chambers, the Grove, Ilkley, LS29 9LS, the United Kingdom, to be referred to hereinafter as: **"Supplier"**;

Customer and Supplier will hereinafter individually also be referred to as the "**Party**" and jointly as the "**Parties**".

WHEREAS:

A) Customer is a Dutch public health authority in the region Amsterdam (NL) (**"the Territory"**);
B) Customer is, by law, obliged to prevent, monitor and treat infectious diseases in the Territory ("**Intended Purpose**");
C) In the framework of its care tasks, Customer uses IT systems (hardware and software) and IT services provided by IT service providers;
D) Supplier has developed certain software which complies with the needs of Customer and/or which can assist Customer to fulfil its care tasks in respect of infectious diseases;
E) Supplier is capable to take care of the delivery of the required software (**"Software"**) and the delivery of services such as, implementation, support, maintenance and training services regarding the Software (**"Services"**);
F) The Software will be installed and will run on the hardware of a third party contracted by Customer. Supplier is and will explicitly not be (held) responsible for the hosting of the Software and the communication lines/connectivity and associated data processing;
G) The Parties wish to lay down the basic arrangements in accordance with which the Supplier shall supply the Software and Services in this deed (**"Framework Agreement"**) with appendices;
H) The content of the delivery of the Licensed Software (**"Licensed Software"**) and Services shall be detailed further in sub agreements (**"Sub agreements"**) between Customer and the Supplier;
I) Jointly the Framework Agreement and a sub agreement shall constitute the agreement (**"Agreement"**) between Customer and the Supplier.

AGREE ON THE FOLLOWING:

CHAPTER 1: GENERAL PROVISIONS

1. Subject; scope; interpretation and order of priority

1.1 This Framework Agreement lays down the basic arrangements between Customer and the Supplier about the use of the Licensed Software by Customer (**"User Rights"**) and the

Services that the Supplier shall supply to Customer during the Term. Customer and the Supplier have worked out these basic arrangements in more detail in the Sub agreements.

1.2 This Framework Agreement aims to enable a structured, efficient and fruitful mutual cooperation between both Customer and the Supplier and amongst Customer, the Supplier and Third Parties involved, such as a hosting service provider. This in view of the necessity of proper functioning and of continued applicability of the IT solution in the organisation of Customer.

1.3 The obligations of the Parties shall have the character of a result obligation, unless in respect of a specific performance to be carried out by a Party, the Parties have agreed otherwise expressly and in writing in the Appendices or in the Sub agreement. This means that all the terms stated in the Agreement, milestones included and/or the reaction/response time specified in an SLA shall have the character of deadlines, unless agreed otherwise between the Parties expressly and in writing. Failure to meet a term where the meeting of the term depends on the performance of Third Parties, for example the data processing provider, shall not be considered a requirement, insofar as the Third Party is demonstrably in default towards the Supplier that must meet the term in question.

1.4 The preamble and the Appendices shall be an integral part of this Framework Agreement, unless expressly stipulated otherwise.

1.5 The headings in this Framework Agreement are only used for the sake of convenience and shall neither control nor affect the meaning, explanation or interpretation of any stipulation of this Agreement.

1.6 In the event of contradiction in specific documents, prevalence shall be given to the stipulated in successively:

- this Framework Agreement;
- a Sub agreement with its schedules;
- the other appendices, which shall have the following order of priority:
  1. Appendix 8
  2. Appendix 4
  3. Appendix 5
  4. Appendix 6
  5. Appendix 7
  6. Appendix 3

1.7 In a Sub-agreement this Framework Agreement can only be derogated from if the Sub agreement states explicitly from which stipulation this Framework Agreement derogates.

1.8 With effect from the date of this Framework Agreement, all rights and obligations of the Parties under and pursuant to the previous framework agreement ("**Old Framework Agreement**") for the same Licensed Software, including the rights and obligations which are expressly stated in the Old Framework Agreement as surviving its termination or which might otherwise have done so by implication, shall automatically terminate. Parties agree that this Framework Agreement will entirely supersede and extinguish the Old Framework Agreement.

2. Definitions

2.1 In the Agreement, the Parties shall use the abbreviations, specifications and definitions included in **Appendix 1**, unless the context of the Agreement expressly shows otherwise.

2.2 The definition of words in the singular and/or the verb form shall also include the plural form and/or the plural noun and vice versa.

3. Parts

3.1 The IT solution is divided in the following (optional) Parts:
Part 1: Delivery and deployment of Licensed Software, User Rights;
Part 2: Implementation, Training, Support and Maintenance Services;

3.2 The Sub agreement in respect of Part 1 is attached as **Appendix 2a**.
The Sub agreement in respect of Part 2 is attached as **Appendix 2b**.

3.3 The roles and responsibilities of Customer, Supplier and the Hosting Provider have been displayed in an orderly manner in the roles and responsibilities (RACI) matrix as attached as **Appendix 3**. For the avoidance of any doubt, this appendix is solely for clarification of roles and responsibilities of the parties and does not create other or more far going responsibilities. In case of any contradiction between **Appendix 3**, on the one hand, and this Framework Agreement and **Appendices 2 a and 2 b**, on the other hand, the latter's prevail at all times.

3.4 As an additional guarantee for the continuity of the Licensed Software and associated Services for the Customer, the Supplier shall enter into a Software Escrow Agreement agreed between the Supplier and Customer, deposit the source code of the Licensed Software, (including all information necessary for a reasonably skilled programmer to build, install, maintain and amend the Licensed Software) with the Escrow Agent and permit the Escrow agent to perform software verification upon the deposited source code. These arrangements, together with associated work by Supplier, shall be paid for by Customer and laid down in the Continuity/Exit plan as set out in **Appendix 6**.

4. Information

4.1 Based on the information provided by Customer, the Supplier has acquainted itself sufficiently with:
i. the objectives of Customer;
ii. the organization structure of Customer;
iii. the (operational) processes for which the Licensed Software must be used, all with relation to infectious diseases; and
iv. the content of the services by the Third Party Hosting Provider to Customer.

4.2 Customer has provided sufficient information to the Supplier that the Supplier needs for the proper execution of the Agreement and, if so desired, but also at its initiative, shall provide further relevant information insofar as that information is available to Customer.

4.3 In the framework of the Agreement, the Parties shall:
i. on request and otherwise, inform each other of all that is relevant for the execution of the Agreement;
ii. independently request that information that they need and of which they know or should know in reason that it is already available or must already be available to another Party; and
iii. on request and otherwise, provide that support to each other that is necessary for proper execution of the Agreement.

5. Governance

5.1 In order to facilitate the implementation and use of the Licensed Software and the proper execution of the Services, the Parties, shall be set up three levels of communication, viz.:
i. an operational level (level 1), where the practical 'day-to-day' aspects of the execution of the Services are discussed and short-term arrangements are made;
ii. a tactical level (level 2), where the organizational aspects of the execution of the Services are discussed;
iii. a strategic level (level 3), where decisions are taken at board level.

5.2 The Parties shall designate one and alternate Service Managers who shall be the contact(s) for the execution of the Services on an operational level. The Parties shall upon request of one of them establish a Project Group in which the Service Managers shall participate. The Project Group shall be charged with the evaluation of the progress and quality of the Services on an operational level and with the coordination thereof, where necessary, as well as with the discussion of other matters on an operational level. The Project Group shall meet physically or by the use of a teleconference at least once per quarter in the first year and six monthly thereafter. A report shall be made of the meeting of the Project Group. Unless otherwise agreed the Project Manager of Supplier shall manage the Project Group and shall be responsible for the drawing up of the report of the meeting.

5.3 Upon request of one of the Parties, the Parties shall designate one and alternate managers who shall be the contact(s) for the execution of the Services on a tactical level. The Parties shall establish a Steering Committee in which the Managers shall participate. The Steering Group shall be charged with the evaluation of the progress and quality of the Services on a tactical level and, where necessary. The Steering Committee shall meet physically or by teleconference at least once each quarter in the first year and six monthly thereafter. A report shall be made of the meeting of the Steering Committee. The Manager of Customer shall manage the Steering Committee and shall be responsible for the drawing up of the report of the meeting.

5.4 The Parties may agree on a governance procedure that is supplementary to or different from the previous one and on an escalation arrangement. This shall be attached as **Appendix 5**. In the event that the Parties agree on such arrangement, that arrangement shall prevail over the stipulated above in this clause 5.

6. Inspection; audit

6.1 Customer will be entitled to have a registered auditor assess the correctness of the Service Level reports of the Supplier and the correctness of the configuration of the Licensed Software at least once a year. The Supplier shall undertake to cooperate in this matter.

6.2 Customer shall undertake to have the assessment done in accordance with the conduct and professional rules of a Professional Association of registered auditors. The Supplier will be entitled to demand that the registered auditor signs a confidentiality statement in favour of the Supplier (of which the Supplier shall receive a copy). The confidentiality statement shall contain those conditions that are customary for this kind of statements.

6.3 The time at which an assessment will take place shall be determined in mutual consultation. Customer shall ensure that assessments interfere as little as possible with the business operations of the Supplier.

6.4 To enable an audit as referred to in this clause, the Supplier shall undertake to set up and maintain an administration, accounts and archives (insofar as applicable) that are adequate in this respect. The Supplier shall undertake to set up and manage these accounts and archives in accordance with the standards customary in the market, at least for the duration of the Agreement and thereafter as long as mandatory.

6.5 The Supplier shall recognize the authority of specific supervisory authorities and/or bodies (such as the Dutch Data Protection Authority and the Dutch Health Care Inspectorate) to:

i. gather information at or from the Supplier or at or from Third Parties involved by the Supplier or at or from the external auditor of the Supplier about the Services; and/or

ii. if desired, to make inquiries or have inquiries made at Supplier's company or at Third Parties involved by the Supplier, e.g. inquiries into the operational management and operational processes in the framework of the supply of Services and shall undertake to cooperate fully with such requests for information and inquiries. Insofar as

necessary, the Supplier shall ensure that Third Parties involved by it, such as any subcontractors, and its (external) auditor will also cooperate fully with these inquiries.

6.6 Customer will remunerate the reasonable and agreed costs, based on the applicable standard rate card, that Supplier has to make in case of an audit as set forth in this clause.

7. Personnel and replacement

7.1 Personnel of the Supplier that may be deployed at Customer's organisation shall beforehand be presented to the relevant employees of Customer - with submission of a curriculum vitae, such however only in case of reasonable doubt about the proposed employee of Supplier. On request of Customer, after termination of the work of an employee of a Supplier, that employee shall have a concluding meeting with a representative of Customer (in principle on the last working day). The Supplier may request Customer not to hold this meeting, which request shall not be rejected by Customer on unreasonable grounds.

7.2 Except for special circumstances (not including desired deployment in other projects for Customer), the Service Managers of the Supplier and the directly involved key specialists of the Supplier shall not be replaced during the installation/implementation of the Licensed Software.

7.3 If a Party has complaints about personnel deployed by the other Party, it shall notify the Party concerned of this, stating reasons with appropriate evidence. The Party shall confront the employee concerned with this, at any rate shall take the necessary action to remove the complaints and/or have the employee function again as may be expected.

7.4 If the Service Managers of either party, irrespective of the reason on which this is based, must be replaced during the term of the Agreement, the Parties in principle consult beforehand about the replacing employee. In the event of replacement of Service Managers of either Party, the replacing employee shall first be presented to the other Party and not be deployed if the Party expresses reasonable reasons for objections against the person or expertise of the proposed replacement.

7.5 The Parties shall not charge the other Party for the time required to replace an employee and for other costs to give the employee induction training.

7.6 If either Party is of the opinion on reasonable grounds and with appropriate evidence that an employee of the other Party does not satisfy the relevant requirements for the tasks to be carried out by him, the Party will be entitled to request the other Party concerned to replace that employee for the purpose of the project at hand. In such case, the other party concerned shall make any reasonable effort to replace the employee as soon as possible.

7.7 In the event of extended illness or dismissal of personnel of a Supplier who is substantially involved in the delivery of Services, the Supplier shall make any reasonable effort to replace that personnel or associated functions as soon as possible and in consultation but at a maximum of 14 days with Customer in writing.

8. Documentation

8.1 The Supplier shall provide Customer with the functional and technical description of the Licensed Software written in the English language.

8.2 Customer will be entitled to reproduce, change and translate the Documentation for its own use on condition that the statements of copyrights and/or origin stated on original copies are retained.

8.3 The Customer may not provide copies of the Documentation to a Third Party unless otherwise agreed with Supplier. In any case, this Third Party may not be a competitor of Supplier.

9. Confidentiality

9.1 The Parties shall observe strict confidentiality in respect of information and data provided to each other, including information and data about each other's organization, the Licensed Software and in respect of the content and scope of the stipulations in the Agreement or any other valid agreement or agreement that is to be concluded at a later date between the Parties. The Parties shall not make available to Third Parties information and data carriers of another Party that are available to them, either directly or indirectly, orally, in writing or otherwise, except insofar as it is allowed in the framework of the Agreement or if disclosure occurs based on a statutory obligation or if the disclosure takes place after prior written permission from the Party from which the information or data concerned originates.

9.2 Without written permission from the Party, the other Party shall not mention the content of the Agreement or of any other valid agreement or agreement that is to be concluded at a later date in publications or advertisements.

9.3 The Parties shall impose this obligation of confidentiality specified in this clause 9 on all their personnel. The Parties shall guarantee compliance with this obligation by their personnel.

9.4 The obligations pursuant to this clause 9 shall continue until 3 years at the most after termination of the Agreement falling under it (if this is later), unless the confidential data relate to Personal Data, in which case the obligation of confidentiality shall continue until the moment when the Personal Data concerned have been destroyed or removed lawfully.

10. Protection; Personal Data; laws and regulations

10.1 The Supplier shall set up the Licensed Software and keep it set up in such a manner that it satisfies the protection demands as laid down in **Appendix 4**.

10.2 In the event Supplier is instructed by Customer, or required, to perform "Data Processing" activities in the meaning of the Data Protection Directive 95/46/EC the Data Processing Agreement (*"bewerkersovereenkomst"*) between Customer and Supplier provided in **Appendix 8** shall apply.

10.3 The Parties shall comply at all times with the laws and regulations applicable to them. In the event that, in that framework, a Party has taken on specific obligations of the other Party, the first Party shall fulfil those obligations.

10.4 If, in the opinion of one of the Parties, a(n) (forthcoming) amendment in laws and regulations, such as, without limitation, in respect of care or privacy, is cause to modify the Licensed Software by way of implementing an Enhancement(s), to change the Services and/or the Agreement, on the first request of that Party the Parties shall start consultations to make sure that Customer will (be able to) acquire such Enhancements and/or obtain such services to satisfy these laws and regulations. The additional work procedure as set forth in **Appendix 7** shall apply here. In case it concerns changes in the Licensed Software or Service of the Supplier that apply to the entire care market the following applies: minor changes not exceeding a total of three man days work for all events by the Supplier and for all Customers who have signed the same Agreement in any one year of the Agreement will be for account of Supplier, major changes will be for the account of the Customers who have signed the same Agreement. When it concerns changes that Supplier has to make itself as imposed by law the costs are for the account of Supplier. The Parties shall implement the changes in the shortest time possible.

11. Intellectual property

11.1 Unless otherwise agreed between the Parties the Supplier shall retain copyright and all other intellectual property rights in the Licensed Software, including Enhancements and any other work made pursuant to the Agreement.

11.2 Customer shall, unless otherwise agreed, acquire no intellectual property in the works as described in clause 11.1.

11.3 Customer shall retain copyright and all other intellectual property rights in the digital assets uploaded, such as reference data, documents and images, and data entered and processed within the Licensed Software. For the avoidance of any doubt, Customer will always have the rights to use the questionnaires in relation to infectious diseases and medical work procedures in any way they wish outside the Licensed Software.

12. Transfer of risk and title

12.1 Goods (if any) shall be supplied to Customer at the time as determined by Customer and at a location designated for that purpose by Customer. Customer shall sign for receipt of the Goods. As soon as Customer has signed for receipt, the risk of the Goods shall pass to Customer.

12.2 The risk in respect of Goods that were not accepted by Customer and were returned to the Supplier concerned shall remain with Supplier. The costs for the return of Goods shall be borne by the Supplier.

13. Liability

13.1 If a Party, after alert by the other Party, fails to fulfil one or more of its obligation(s) under the Agreement, the Party affected by this non-fulfilment shall serve the defaulting Party with a notice of default, unless fulfilment of the obligation in question is already permanently impossible or if it concerns expiry of a deadline, in which case the defaulting Party shall be in default immediately. The notice of default shall be in writing, whereas the defaulting Party shall be granted a reasonable period of time to fulfil its obligations after all. This period of time shall have the character of a deadline.

13.2 The Party that fails imputably to fulfil its obligation(s) towards the other Party and (thus) has defaulted towards the Party concerned shall be liable for compensation of the damage suffered or still to be suffered by that Party.

13.3 The total liability for damage caused because of attributable failure or otherwise under the Agreement shall, per event, not exceed the amount of the total value of the Agreement for the Customer, or the amount paid under the applicable insurance policy by the insurance company divided equally between the affected Customers who have signed the same Agreement. Compensation may only relate to direct damage. By direct damage shall be meant exclusively: a) reasonable costs that a Party would have to incur to keep the Licenced Software available for Customer; b) if applicable, reasonable costs that a Party has had to incur for the necessity to keep the old IT infrastructure of Customer and the provisions connected with it operational longer because on a deadline for delivery no delivery was made, less any savings resulting from the delay in delivery; c) reasonable costs incurred to establish the cause and the scope of the damage insofar as the establishment relates to direct damage in the aforementioned meaning; d) reasonable costs incurred to prevent or limit damage, insofar as the Party proves that these costs have resulted in limitation of direct damage; e) the purchase sum of Hardware components and/or Software that must be replaced due to the damage-causing event; f) damage to other matters owned by the Party, used in the execution of the Services.

13.4 Liability for indirect damage, consequential damage, loss of profits, missed savings, reduction of goodwill, loss due to business interruption, loss due to claims from clients of Customer, mutilation or loss of data, materials or software of Third Parties, and all other forms of loss than mentioned above, on whatever basis, shall be excluded.

13.5 The limitation of liability as set out above shall not apply if the damage is due to intention or gross negligence on the side of one of the defaulting Party or its personnel or the (legal) persons used by it/them or that results from violation of a guarantee given by the other Party.

14. Force majeure

14.1 Neither party shall be liable for any delay in meeting, or failure to meet, its obligations under this agreement due to any cause outside its reasonable control including (without limitation) acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, strike, lock-out or labour dispute or apprehension thereof (whether or not the settlement of the matter is at the discretion of the party in question). Both Parties must do continuously their utmost best to solve the delay or failure or provide for a work around.

14.2 Force Majeure shall not include, at any rate: lack of personnel, illness of personnel, late delivery or lack of suitability of materials or failures on the side of Third Parties involved by the Supplier and/or liquidity and/or solvency problems on the side of the Supplier.

14.3 If a Party is in a situation of Force Majeure, it shall notify the other Party of this in writing with submission of evidence substantiating the Force Majeure.

15. Insurance

15.1 Each Party shall take care of an adequate insurance and shall remain insured adequately up to the amount of its maximum liability under the Agreement for the following risks: a) professional liability (risks resulting from professional errors); and b) business liability (including, without limitation, liability for damage done to matters owned by the other Party or to persons when other Party is at the premises of first Party.

15.2 On the first request of Customer, the Supplier shall submit proof of insurance to Customer without delay.

16. Warranty and Indemnification

16.1 The Supplier warrants that:

i. the Licensed Software is proprietary to Supplier and that it has the right to license all rights in and to the Licensed Software to the Customer;

ii. the Licensed Software and Documentation, and their use in accordance with the terms of this Agreement, do not and will not infringe the intellectual property rights of any Third Party.

16.2 The above warranties are in lieu of all other express or implied warranties or conditions including, but not limited to, implied warranties or conditions of satisfactory quality and fitness for a particular purpose.

16.3 The Supplier shall not have any liability under the warranties in clause 16 if it can demonstrate that any failure of the Licensed Software to comply with such warranties was wholly caused by unauthorised modifications made to the Licensed Software by, or on behalf of, the Customer.

16.4 Subject to clause 16.7, the Supplier shall defend, hold harmless and indemnify the Customer against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against the Customer based on a claim that the Licensed Software infringes any intellectual property right of any Third Party, provided that:

i. Supplier is notified in writing of any such claim;

ii. Customer makes no admission or settlement of such claim without Supplier's prior written consent;

iii. Supplier has sole control of the defence and any negotiations for compromise; and

iv. the Customer provides, at Supplier's expense, such assistance as Supplier reasonably requires.

16.5 If the Licensed Software becomes or, in the opinion of a specialist intellectual property lawyer instructed by both Parties, is likely to become the subject of any such claim, the Customer will permit Supplier:

i. to replace all or part of the Licensed Software with functionally equivalent software or Documentation without any charge to the Customer; and/or

ii. to modify the Licensed Software as necessary to avoid such claim, provided that the Licensed Software (as amended) functions in substantially the same way as the Licensed Software before modification; and/or

iii. to procure for the Customer a licence from the relevant complainant to continue using the Licensed Software.

16.6 If the Licensed Software is determined in a court of law to be infringing and Supplier is unable, after best efforts, to procure for the Customer the right to continue using the Licensed Software, or to provide the Customer with functionally equivalent non-infringing software, the Agreement and any licence to use the Licensed Software will be terminated, without prejudice to the Customer's right to damages for such termination.

16.7 Supplier shall have no liability to indemnify the Customer pursuant to clause 16.6 (ante) if the claim:

i. is caused by the Customer's use of the Licensed Software in combination with software not supplied or approved in writing by Supplier (other than what is specified in the Functional description).

ii. results from any unauthorised modification of the Licensed Software made by, or on behalf of, the Customer; or

iii. arises solely from any element of the Licensed Software comprising rights assigned to Supplier by the Customer.

16.8 The Customer warrants that throughout the Term and any further extensions thereof, nothing in the rights to be assigned by the Customer to Supplier will not knowingly infringe the Intellectual Property Rights of any Third Party.

17. Effective date, duration, dissolution, termination

17.1 This Framework Agreement shall become effective on the date of the signing thereof and shall in apply for the Term of the Agreement (and any further extension).

17.2 The Agreements shall be concluded for the period as laid down in the Agreement concerned. No later than twelve (12) months before expiry of this period, the Parties shall make further arrangements about possible extension of the Agreement, as well as about the conditions under which that will take place, provided that the agreed costs and associated inflationary increases for the agreed services remain unchanged in the extended period(s).

17.3 Either Party will be entitled to dissolve an Agreement through a registered letter, without any legal action, if the other Party is in default in accordance with the stipulated in clause 13 and remains in default also after a reasonable term to fulfil its obligations under the Agreement. This shall be done taking at any rate a reasonable period of time into account.

17.4 Customer will also be entitled to dissolve the Agreement through a registered letter, with immediate effect and without legal action, whereas no warning or notice of default is required, if: a) the Supplier applies for a provisional moratorium or a provisional moratorium

is granted to it, or if a petition to wind up the Supplier is filed or if the Supplier is declared bankrupt; b) or a Supplier discontinues its present company.

17.5 Customer will be entitled to dissolve the Agreement in case of a Change of Control provided that:

i. Parties first have assessed and discussed the impact hereof, especially regarding the protection of the (personal) data involved. *E.g.* in case the new owner of Supplier will be a non-EU Company and/or access to the data will be provided from a non EU Country Customer must (be able to) dissolve the Agreement.

18. Consequences of termination

18.1 If the Agreement is terminated as more specifically described in clause 17.3, 17.4 and 17.5, Customer - without prejudice to its other rights and without prejudice to any payment obligations of Customer - will be entitled to demand immediate handing over of:

i. Software to which Customer is entitled (including the object and source codes and accompanying documentation, with the proviso that those shall only be released via the escrow arrangement as set out in **Appendix 6** and in the event of bankruptcy of Supplier, with due observance of any rights of Third Parties and Supplier. However, the continuity of the business operations and the fulfilment of the care tasks of Customer shall have priority;

ii. the data present, if any, with the Supplier and the (content of) data files and document of Customer;

iii. the (other) results developed by the Supplier of implementation work and/or Services, including procedure descriptions and documentation, insofar as the corresponding payments have been made;

iv. all other information and data required for the implementation of the Licensed Software and/or the use (of parts) thereof and/or the maintenance and/or support thereof as specified in Appendix 6.

18.2 Obligations that, based on their nature, are meant to continue also after termination of this Agreement and/or a Sub agreement shall remain after termination thereof. These obligations shall include, among other ones: confidentiality, consequences of termination, liability, choice of applicable law and rules on the settlement of disputes.

18.3 If the Agreement is terminated due to Customer being in default in accordance with the stipulated in clause 13, Supplier - without prejudice to its other rights - will be entitled to demand immediate payment of all costs due till the end of the Term of further extensions if applicable, the destruction of all material copies of the Licensed Software and Documentation, and that any copies of the Licensed Software on hard discs or other storage means associated with any computer equipment owned or controlled by the Customer are permanently deleted.

18.4 In the event of termination of the Agreement for whatever reason, the Exit Procedure in accordance with the Exit Plan (**Appendix 6**) shall become effective.

CHAPTER 2: SOFTWARE

19. User Rights

19.1 With regard to the Licensed Software: Supplier grants Customer the User Rights as set out in **Appendix 2a**.

19.2 If the Services supplied by the Supplier involve (the use of) additional software by the Supplier the Supplier guarantees that it has sufficient rights to provide User Rights for the software concerned and/or to use them with a view to the Services to Customer. This clause does not apply to software that Supplier uses or deploys specifically for Customer and for which Customer remunerates the net fees

19.3 Insofar as required for the supply of the Services and insofar as Customer is able and/or authorized thereto, for the Term of the Agreement Customer shall grant the Supplier a royalty-free, non-exclusive and non-transferable right of use of documents, data and Customer software or software that Customer has available.

CHAPTER 3: SERVICES

20. Services

20.1 Supplier shall be responsible for the supply of the Services in accordance with the terms and conditions set out in the applicable Agreement.

20.2 The Services shall at any rate include the work as specified in the applicable Agreement.

20.3 The Services for the implementation of Enhancements shall be coordinated in mutual consultation and be calculated based on the rates current at that time.

20.5 If for whatever reason, a) (part of) the IT solution is not operating entirely or partially for longer than the term stipulated in a Sub agreement; or b) it is or becomes foreseeable that (part of) the IT solution will be out of operation for longer than stipulated in a Sub agreement, the Supplier shall provide temporary solutions and ensure efficient and effective preventive remedial action.

21. Payment, prices; payment for additional work

21.1 For the supply of the Licensed Software and the Services, Customer shall owe the Supplier the payment as stipulated in **Appendices 2a and 2b**.

21.2 Unless otherwise agreed in the Agreement, the price for the supplied Services, stipulated in an Agreement, shall be fixed and does not include expenses. Unless otherwise agreed in the Agreement the price for the supplied User Rights and Services are exclusive of VAT or other government levies to be imposed, but inclusive of the costs of packaging, transport and delivery costs on location and the costs of assembly and instruction, if any.

21.3 Supplier may increase the prices for the Services with the percentage as agreed in the Agreement regarding the Services at any anniversary of the Agreement.

21.4 Any additional work that a Supplier would want to charge to Customer shall only be considered for payment by Customer if it has been agreed on explicitly in writing between the Parties based on the additional work procedure in accordance with **Appendix 7**. The additional work at the rates are set out in **Appendix 2b.**

22. Invoicing and payment

22.1 Payment for the licence, set-up, configuration and training and associated expenses, and third party software as indicated in **Appendices 2a and 2b** shall be paid by Customer within 30 days from the signing of this Agreement.

22.2 Unless stipulated otherwise in the Agreement or the Appendices, the yearly costs for support and maintenance shall be invoiced yearly by the Supplier to Customer in the year the Service delivery takes place.

22.3 The Supplier shall send the invoice to Customer specifying the Supplies and/or Services, the period to which the invoice relates as well as other data as agreed with Customer in writing.

22.4 For all additional work not already agreed in the Agreement, the Supplier shall state the following on the invoice: a) the breakdown of man days worked; b) a short description of the work concerned; and d) the daily rate charged for that, all of which are more specifically described in **Appendix 2b**.

22.5 Additional work shall only be invoiced after Customer has agreed on the additional work in writing (or by email).

22.6 Customer shall pay the Supplier the amounts owed of a non-challenged invoice within 30 days after invoice date.

22.7 Late payment by Customer or non-payment of an invoice in the event of a challenge shall not entitle the Supplier concerned to suspend or terminate its Services and shall not constitute a default in the meaning of clause 13, unless Customer acts in an unreasonable manner.

CHAPTER 4: MISCELLANEOUS

23. Transfer of rights and obligations; subcontracting

23.1 The Parties shall not transfer any right and/or obligation under the Agreement to a Third Party without prior written permission from the other Party.

23.2 The Supplier shall not be authorized to have the obligations under this Agreement carried out by a Third Party, whether or not in subcontracting, without prior written permission from Customer. Customer shall not refuse this permission without reasonable grounds. In the event of subcontracting, the Supplier shall remain fully responsible and jointly and severally liable for the fulfilment of the obligations resting on them pursuant to the Agreement.

23.3 If and insofar as Customer grants permission to a Supplier as referred to in clause 24.1 and/or 24.2 of this Framework Agreement, it shall be entitled to attach reasonable conditions to the granting of this permission in agreement with the Supplier.

24. Disputes and applicable law

24.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed by the Laws of England and Wales.

24.2 The Parties shall try to settle any disputes amicably. They shall act in good faith in order to achieve a result that is acceptable to both.

24.3 Disputes shall be dealt with in accordance with a structured escalation procedure: a) each dispute arising from or connected with the Agreement shall in the first instance be submitted for discussion and solution to the representatives of the Parties concerned during the next meeting of the Project Group (level 1: “operational”); b) if the dispute is not settled in level 1, it shall be referred to the Steering Committee (level 2: “tactical”); c) If the dispute is not settled in level 2, it shall be referred to the management of the Parties concerned (level 3: “strategic”). If the nature of the dispute opposes the order as stipulated in this escalation arrangement, the dispute may be submitted to the representatives of the most suitable level for settling the dispute.

24.4 For each meeting held in accordance with this clause, the Parties concerned shall agree on which Party shall make a written report of that meeting. The other Party will be entitled to add comments to such report before the Parties approve this. Approved reports shall be

signed by the Parties concerned in duplicate (or, as the case may be, in the applicable multiple), after which each Party shall keep its copy.

24.5 Disputes that are not settled via this escalation procedure shall be submitted exclusively to the competent (provisional relief) court in Leeds).

24.6 The applicability of "The United Nations Convention on Contracts for the International Sale of Goods" shall be expressly excluded.

25. Other stipulations

25.1 For the duration of the Agreement the Parties shall keep their knowledge of the other up-to-date, as far as necessary for its proper fulfilment of its obligations under the Agreement.

25.2 Supplier shall carry out the Services with reasonable diligence and despatch, and with reasonable skill and expertise, to install and implement the Licensed Software.

25.3 The Customer shall co-operate with Supplier as may be reasonably required by Supplier in order to carry out its activities, including, but not limited to, provision of information and data, making available suitably qualified employees and contractors of the Customer, provision of access to the relevant Customer premises for Supplier's employees and provision when Supplier personnel are working at the premises of the Customer of supplies reasonably required by Supplier, such as power and computer consumables.

25.4 Supplier undertakes that its employees, while on any premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer for the behaviour of its own employees, and any other reasonable requirements (including security arrangements) of the Customer. Supplier shall replace any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

25.5 Supplier may use the Customer's name in publicity materials or advertising subject to the Customer's prior written approval from the Customer of such materials or advertising.

25.6 The Agreement shall relate to the complete system of arrangements between the Parties. No other arrangements shall apply between the Parties than those that have been agreed on in this Framework Agreement and its Appendices.

25.7 Formal notifications that the Parties shall send to each other pursuant to the Agreement shall be in writing. When the Agreement speaks of 'written', then such communication shall be sent to the Manager concerned.

25.8 Oral communications, promises or arrangements shall not have any force of law, unless these have been confirmed in writing by the qualified Managers designated for this by the Parties, are agreed in writing by the Parties and associated documents signed and dated by both Parties. For the execution of the Services the Service Managers concerned may also use email.

25.9 Unless determined otherwise in writing, this Framework Agreement and/or a Sub agreement may only be changed through a written document that, after having been signed by the authorized representatives of the Parties mentioned in the beginning of this Framework Agreement or an attorney-in-fact expressly authorized by them or their successor in title, shall be attached as addendum to this Framework Agreement and/or a Sub agreement.

25.10 If one of the Parties fails to demand fulfilment of any stipulation within a term stated in the Agreement, this shall not affect the right to claim fulfilment of that stipulation after all, unless the Party concerned agreed expressly and in writing with the non-fulfilment.

25.11 During the Term of the Agreement and for three years thereafter, none of the Parties shall employ personnel of the other Party involved in the execution of the Agreement and/or

persons who, less than 12 months prior to that, were employed by the other Party and were involved in the execution of the Agreement, without prior written permission from the Party from which the personnel originates.

25.12 If one or more stipulations of the Agreement is/are in violation with any applicable legal provision, that stipulation shall be cancelled and the Parties (concerned) shall start consultations about the phrasing of a new comparable stipulation that is legally acceptable and that is as similar as possible to the cancelled stipulation and the intentions of the Parties. The aforementioned shall leave the applicability of the other stipulations in the Agreement intact.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THUS AGREED ON AND SIGNED IN DUPLICATE:

Executed as a deed by **GGD Amsterdam** a company incorporated in the Netherlands, acting by a duly authorized representative, who, in accordance with the laws of that territory are acting under the authority of the company

_____
Signature of authorized representative

_____
Name of authorized representative

_____
Title of authorized representative

Executed as a deed by **InFact UK Limited -** a company incorporated in the United Kingdom, acting by a duly authorized representative, who, in accordance with the laws of that territory is acting under the authority of the company, in the presence of:
OR

Executed as a deed by **InFact UK Limited -** a company incorporated in the United Kingdom, acting by two duly authorized representative, who, in accordance with the laws of that territory are acting under the authority of the company:

_____
Signature of witness

5.1,2,e

_ _____
Name of witness
2 Acre Mews, Acre Lane, Haworth, Keighley, West Yorkshire, BD22 8QX

_____
Address of witness

_____
Signature of authorized representative

5.1,2,e

_____
Name of authorized representative

C.E.O.

_____

Title of authorized representative

APPENDICES:

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Appendix 1: Definitions and abbreviations

The definition of words in the singular and/or the verb form shall also include the plural form and/or the plural noun and vice versa.

Additional Work Procedure	means the procedure to be followed in the event of (i) an Enhancement, ii) any addition of new services or service levels or any modification of (the performance of) existing Services or service levels or (iii) any change identified as such in the Agreement as referred to in, and attached as Appendix 7;
Acceptance	has the meaning as set out in clause 14 License Agreement.
Acceptance Tests	means the procedure as set out in clause 13 License Agreement.
Acceptance Certificate	means the certificate according to clause 14 License Agreement.
Agreement	means jointly a Sub agreement, the Framework Agreement and their Appendices and Schedules.
Appendix	means an attachment to the Framework Agreement.
Champions	means one or more employees of Customer appointed according to clause 13.4 of the Service Level Agreement, who have undergone super user training, provided by the Supplier as part of the Training by Supplier, and who have the skills in the use, troubleshooting and training of other Customer Users in the use of Licensed Software.
Change Agreement	means the agreement according to clause 11.5 License Agreement.
Change of Control	means any consolidation, merger or divestiture where the shareholder of Supplier, immediately prior to or after the consolidation, merger or divestiture, would not, beneficially own, directly or indirectly, shares representing more than fifty percent (50%) and/or fifty percent (50%) of the combined voting power in the consolidation, merger or sold entity.
Chronic Service Level Failure	means, other than in the event of a Force Majeure, a failure by the Supplier to meet an agreed Service Level for three consecutive months or if the Services are unavailable for two full consecutive Work Days.
Commencement Date	means, unless explicitly stated otherwise, date of signature of the applicable agreement;

Continuity/Exit plan	means the document setting out the details of the continuity and exit procedure as referred to in clause 3 and attached as Appendix 6;
Customer Hardware	means all the hardware paid for by Customer and/or made available to Customer for the Customer's use of the Licensed Software or otherwise in connection with or for the purposes of the Agreement.
Customer Organisation	means Customers' organisations who have signed a same Agreement with Supplier;
Customer User	means an employee of Customer with access to the (functionalities of the) Licensed Software and/or which uses it;
Data Controller	means any (legal) person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed as more specifically defined in the European Data Protection Directive 96/46/EC;
Hosting Provider	means the Third Party that hosts the Licensed Software for and/or on behalf of Customer on Customer Hardware;
Data Processor	means any (legal) person, other than the Data Controller who processes Personal Data on behalf of that Data Controller as more specifically defined in the European Data Protection Directive 96/46/EC;
Data Processing Agreement	means the agreement between Customer and Supplier attached as Appendix 8 to the Framework Agreement;
Defects	means, in respect of the Licensed Software any functionality that does not work. Three levels of Defects are to be distinguished: (i) a defect that halts or substantially impairs a key Customer operation (level 1); (ii) a defect, while not halting or substantially impairing a key Customer operation(s), causes that operation to become significantly slowed or causes substantial inconvenience (level 2); and (iii) any other defect (level 3);
Disaster	Disaster means event that destroys a significant part or all of the Supplier's business resources during the Term in such a way that Supplier is significantly or completely unable to fulfil its obligations under the Agreement

Documentation	means the Technical and Functional description of the Licensed Software attached as schedule 1 to the License Agreement (Appendix 2a);
Enhancements	means any updates or New versions and Improved versions of the Licensed Software;
Escrow Agent	means the Third Party according to Appendix 6;
Exit procedure	means the procedure that will be conducted by Parties in the event of termination of this Framework Agreement and/or a Sub agreement as described in Appendix 6;
Fee	means the agreed consideration Customer owes Supplier for the User Rights and/or Services.
Force Majeure	means a situation in which a Party fails in the performance of the Agreement if the failure is not attributable to it, or if it is not responsible for the failure by virtue of the law, a legal act or generally accepted standards.
Framework Agreement	means the body of the framework agreement and the relevant Appendices thereto between Customer and Supplier;
Functional Description	means the description of the functionalities of the Licensed Software as described in Schedule 1 to the License Agreement.
Goods	means physical objects (*"zaken"*), such as but not limited to equipment and proprietary rights (*"vermogensrechten"*), such as but not limited to (software)licenses.
Governance Procedure	means the procedure as set out in clause 5 of the the Framework Agreement and/or Appendix 5 to the Framework Agreement;
Hosting Provider	means the party that hosts the Licensed Software. The host computer manages the communications and also stores the Licensed Software and the data on its systems.
Intended Purpose	Statutory Customer functions to provide care;
Implementation	means the process of implementation by Supplier to implement the Licensed Software (installation and configuration) on the Customer Hardware
Improved Version	means a subsequent version of the Licensed Software in which Defects have been repaired and/or the operation thereof otherwise improved.
License Agreement	means the license agreement between Customer and Supplier on the Customer's user license for the Licensed Software supplied by Supplier as

	attached to the Framework Agreement as Appendix 2a.
Licensed Software	means the software as described in Schedule 1 to the License Agreement, including Improved Versions and New Versions and any additional software that Parties agree to be licensed.
Maintenance	means the part of the Services as described in the SLA Appendix 2b.
Maintenance Window	means the period in which planned Maintenance may take place
Manager	means the person as referred to in Article 5.3 of the Framework Agreement, who shall be the contact for the execution of the Services on a tactical level (level 2);
New Version	means a subsequent version of the Licensed Software made available for use, with extensively new or altered functions, whether or not issued under another name;
Personal Data	means any data that indirectly or directly identify an individual, as defined in the EU data protection directive EC/95/46;
Personnel	means the employees of Customer and/or Supplier, inclusive of free lancers and/or doctors hired by them (as the case may be);
Project Group	means the project group referred to in clause 5.2 of the Framework Agreement who shall be the contact for the execution of the Services on an operational level (level 1);
Project Manager	means the person as referred to in clause 5.2 of the Framework Agreement;
Release	means a New Version.
Request for Change	means a request from the Steering Group by a written notice to Supplier for change of the Licensed Software;
Service Call Defects	has the meaning as set out in clause 11 of the Service Level Agreement.
Service Hours	means the hours on Monday to Friday from 9.00 hrs to 18.00 hrs, excluding all Dutch public holidays, in the Central European Time (CET) Zone, which is 1 hours ahead of Greenwich Mean Time (GMT + 1).
Service Manager	means the person as referred to in clause 5.2 of this Framework Agreement, who shall be the

	contact for the execution of the Services on an operational level (level 1).
Services	means the service(s) that Supplier will supply as set forth in the present Framework Agreement and the Sub agreements.
Service Level Agreement (SLA)	means the service level agreement(s), in which the Services and the service levels are described, and which form an integral part of a Sub agreement.
Service Level Report	means the report regarding the service levels
Software	means, as the case may be, i) the computer software as described in a relevant Sub agreement; and ii) any computer software that is used in connection with the Agreement and the accompanying technical and user documentation and other materials.
Software Escrow Agreement	means the agreement between Customer, Supplier and the Escrow Agent (Third Party) regarding the deposit of the source code to (re)install, maintain and amend the Licensed Software in case of a Disaster or bankruptcy of Supplier.
Solution Design	means a conceptualised resolution of the Request for Change given by the Supplier according to clause 11.4 ii of the License Agreement.
Steering Committee	means the committee as referred to in clause 5.3 of the Framework Agreement.
Steering Group	means the group of authorized Customer Representatives from all Customer Organisations who have signed the License Agreement with the Supplier, who wish to collectively discuss and agree on behalf of all their Organisations any modification to the Licensed Software.
Sub agreement	means an agreement between Customer and Supplier, in which the main conditions are set concerning the Services and User Rights.
Supplier	means inFact UK Limited.
Support	means the support services as described in the SLA Appendix 2b;
Term/Initial Term agreement.	means the term as set forth in the applicable
Territory	means the statutory geographical area of Customer;

Third Parties	means all (legal) persons other than one of the Parties and the group of companies they form group with.
Training	means a number of training of days in the Territory provided by Supplier;
Users	means Customer Personnel
User's Rights:	means the right of use of Customer to the Licensed Software and/or to other works made available by the Supplier to Customer more particularly described in the Sub agreement (License agreement) with Supplier;
Work Day	means every calendar day except for Saturdays, Sundays, and Dutch national holidays.

Appendix 2a: License Agreement

THE UNDERSIGNED:

1. The public body with legal personality under Dutch law, **GGD Amsterdam** having its registered office at Nieuwe Achtergracht 100, 1018 WT Amsterdam, The Netherlands, to be referred to hereinafter as: **"Customer"**;

and

2. **inFact UK Limited** a private company incorporated with limited liability in England and Wales, having its registered office having its registered office at Natwest Bank Chambers, the Grove, Ilkley, LS29 9LS, the United Kingdom, to be referred to hereinafter as: **"Supplier"**;

Customer and Supplier will hereinafter individually also be referred to as the **"Party"** and jointly as the **"Parties"**.

1 Introduction

1.1 This document describes the agreements between the Parties on the Customer's user license for the Licensed Software supplied by Supplier.

1.2 This agreement is subject to the terms and conditions of the framework agreement and the appendices thereto between Customer and Supplier, dated 1st June 2020 (**"Framework Agreement"**). In the Agreement, the Parties shall use the abbreviations, specifications and definitions included in Appendix 1 to the Framework Agreement, unless the context of the Agreement expressly shows otherwise.

2. Main terms of the agreement

2.1 Supplier shall supply to the Customer the Licensed Software and the Documentation.

2.2 This Agreement shall be effective from the Commencement Date and shall continue in force until it is terminated in accordance with the provisions of the Agreement.

3. Licence

User's right to Licensed Software and Documentation

3.1 During the Term of this Agreement the Supplier issues a non-exclusive, non-transferable, non-assignable user's right to the Licensed Software, including use of the accompanying Documentation, both of which are to be used for the Intended Purpose in the Territory under de terms and conditions as set out in this Agreement (**"User Right"**). The functional and technical description of the Licensed Software is attached as Schedule 1 hereto.

3.2 The Supplier also issues a User's right to other works made available by the Supplier to Customer for the Intended Purpose in the Territory and under the terms and conditions as set out in this Agreement, in as much as the intellectual property rights to those works have not been transferred to Customer and insofar Customer pays the agreed licenses fees. This User's right also applies to any Enhancements of the Licensed Software for the Intended Purpose in the Territory to be supplied in the future or other works to be supplied in the framework of the Agreement, in as much as Customer is entitled to receipt thereof. This User's right is only subject to further restrictions if explicitly laid down in the Agreement.

3.3 Under all circumstances, without Customer being required to make any additional payment during the Term, the User's right includes:

i. the right to use all software functions accessible to Customer, even if not listed in the Documentation;

ii. the right to use the Licensed Software for testing and development purposes;

iii. the right to use the Licensed Software on the Customer Hardware without any restriction or limitation, regarding the agreed number of users, provided that this not exceeds 39 (thirty nine) and the use thereof by Third Parties on behalf of Customer provided that these Third Parties are not competitors of Supplier.

iv. the right to mirror the hosting system on which the Licensed Software is installed, whether or not on a Third Party server environment.

3.4 Up to the moment of Acceptance of the Licensed Software, Customer will receive from the Supplier a non-exclusive right to use of the Licensed Software for training and test purposes.

3.5 Simultaneously with operational use of the Licensed Software, the Supplier will provide Customer with Documentation on the characteristics and possible uses of the Licensed Software supplied.

3.6 At the first request of Customer, the Supplier is required to offer (Personnel of) Customer a training programme, at a price to be agreed upon and/or set forth in Appendix 2b, so that (Personnel of) Customer can use the supplied software for the Intended Purpose in the Territory.

3.7 The Supplier will maintain the Licensed Software.

4. Defects in interaction with other software or equipment

4.1 At the request of Customer, the Supplier will participate in consultation with other parties appointed by Customer and/or suppliers of Customer, if at any moment it emerges that the Licensed Software is not functioning correctly in interaction with other relevant software or hardware in use or to be taken into use by Customer.

4.2 The consultation as intended in 4.1 is aimed at identifying the cause of the insufficient performance in interaction, and if possible finding a solution for the problems. Reasonable costs linked to the consultation and elaboration of a solution shall be for the account of Customer, unless the insufficient performance in interaction turns out to be attributable to the Supplier.

5. Open Source Software

5.1 If in implementation of the Agreement the Supplier (also) makes use of open source software, the Supplier will in advance make certain of the quality thereof, and will precisely investigate whether and if yes by whom and with which result intellectual property right claims to that software have been made or can reasonably expected to be made.

5.2 The Supplier will inform Customer of its findings in respect of the open source software. The Supplier will in particular inform Customer of the fact that Licensed Software is fully or partially open source software.

5.3 The use of an open source software by the Supplier will in no way detract from the warranty issued by the Supplier, or User's rights granted by the Supplier.

6. Warranties

6.1 The Supplier guarantees that:

i. the Licensed Software contains no technical provisions, functions or other foreign elements that at any moment, temporarily or otherwise (could) interrupt the agreed use;

ii. if the Supplier is not the copy right holder to the Licensed Software, he has been sufficiently granted unlimited authority by the Third Party copy rights holder, on behalf of the rights holder, to award User's rights to third parties. The Supplier will issue to Customer a copy of that authority, on request;

iii. the functions of the Licensed Software as present at the moment of Acceptance will remain present and usable for Customer, without additional costs, in New or Improved versions, such unless explicitly otherwise agreed in writing.

7. Issuing of an Installation copy to Escrow Agent

7.1 The Supplier will issue an Installation copy of the Licensed Software and any further versions thereof under the terms and conditions of this Agreement or the Escrow Agreement to the Escrow Agent at the request of Customer throughout the Term. Whilst the price for this copy is included in the Fee, the customer shall pay all applicable Escrow charges by the agreed Escrow Agent and reasonable and agreed charges by Supplier for the work required each time a software code deposit is made during the Term.

8. Conversion into other User's rights

8.1 If the Supplier at any moment wishes to convert the User's right it awarded to Customer into any other user's right in respect of the Licensed Software, he will enter into consultation with Customer concerning the conversion, and in respect of the exchange ratio to be employed. No negative consequences whatsoever for Customer shall arise from such conversion.

8.2 If, in the consultation as intended in the previous paragraph of this article, the parties fail to reach agreement, Customer may continue to exercise its User's right as set out in this Agreement.

9. Restrictions

9.1 The Customer may not:

i. disassemble, decompile, reverse translate or in any other manner decode the Licensed Software except as permitted by law.

ii. distribute copies of the Licensed Software to any other party;

iii. notwithstanding the right to use the Licensed Software on the mirror servers for the purpose of disaster recovery as stated in clause 3.3 iv, install the Licensed Software on any other hardware or network or distribute the Software over a network;

iv. alter, merge, modify, adapt or translate the Licensed Software;

v. rent, lease, resell or sublicense the Licensed Software;

vi. modify the Licensed Software or create derivative works based upon the same; or

vii. use the Licensed Software to develop any competing or similar product.

viii. allow (other) IT suppliers than Supplier and Hosting Provider to have access to the Customer Hardware without prior consent of Supplier in writing.

10. Term; extension; termination; consequences of termination

10.1 This Agreement will commence on 1st June 2020 (**"Commencement Date"**).

10.2 Unless extended as set forth in article 10.3 hereof or earlier terminated as otherwise set forth in the Agreement the Agreement will expire 5 (five) years after the Commencement Date (**"Initial Term"**). Customer shall at least one year before the end of the Initial Term inform Supplier in writing in case it will not extend the Agreement. In case Customer fails to timely give that notice Parties will enter into negotiations about the extension of the Agreement and the terms and conditions under which the extension will occur.

10.3 The Agreement will, after the Initial Term and in case no agreement regarding extension as mentioned in clause 10.2 is reached, automatically extend for consecutive additional terms of six (6) months. After the Initial Term Customer may terminate this Agreement for convenience, obeying a term of at least six (6) months.

11. Change control of Licensed Software

11.1 For the purpose of this clause, the steering group ("Steering Group" is a group of authorised Customer Representatives from all Customer Organisations who already have signed this same agreement with the Supplier, who wish to collectively discuss and agree on behalf of all their Organisations any modifications to the Licensed Software

11.2 The Steering Group may, by giving written notice to Supplier at any time during the term of this agreement, request a change to the Licensed Software. The Request for Change will be given by the Steering Group or any other person on behalf of the Steering Group whom the Steering Group and Supplier have agreed has authority to give such instructions.

11.3 The Request for Change must include at least the title of the modification required, the named authority requesting the modification, the urgency and importance of the modification, the driver(s) for the modification, the affected components or modules of the Licensed Software, the consequence(s) of the modification, and any other relevant information which will assist the Supplier to fully understand and interpret the required modification.

11.4 After receiving the Request for Change, the Supplier shall:

i. Estimate total ballpark minimum and maximum figures in respect of cost and implementation time window of the Request for Change;

ii. Estimate the cost for providing a **"Solution Design"** with a conceptualised resolution of the Request for change at its standard rates then in force;

iii. communicate the above to the Steering Group within 7 working days.

11.5 Within a maximum of 60 Work Days of receipt of the written estimate referred to in clause 11.4, the Steering Group shall inform Supplier in writing of whether or not the Steering Group broadly accepts the time and costs proposed by the Supplier and agrees to paying the Supplier for providing an appropriate Solution Design. If the change is required, Supplier shall not make the requested change until the parties have agreed and signed a written agreement ("**Change Agreement"**).

11.6 Within a maximum of 60 Work Days of receipt of the Solution Design referred to clause 11.5, the Steering Group shall inform Supplier in writing of whether or not the Steering Group accepts the final costs proposed in the Solution Design. If the Steering Group wishes to increase or decrease the scope of the Request for Change, the Supplier shall provide revised costs and timescales for implementation.

11.7 The Supplier shall deliver the Request for Change according to the agreed timescales with the Customer.

12. Completion time for Requests for change

12.1 Supplier shall be given an extension of time for completing any requests for change if one of more of the following events occurs:

i. a further modification to the Licensed Software is made at the Customer's request;

ii. a Force Majeure event occurs as described in clause 14 of the Framework Agreement, or

iii. delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or Third Party contractors; or

iv. such other circumstances as the Parties may agree from time to time.

12.2 If Supplier is entitled to an extension of time under clause 12.1, it shall give written notice to the Customer not later than 7 Work Days after the beginning of the event. Such notice shall specify the event relied on and, in the case of a Force Majeure event shall estimate the probable extent of the delay.

12.3 The Customer Representative and the Project Manager shall use their best endeavours to agree in writing and sign, such extension of time as may be reasonable in the circumstances.

12.4 If Supplier is entitled to an extension of time under clause 12.1 and such extension is for a period exceeding two weeks and Supplier can demonstrate that the delay has resulted in an increase in cost to Supplier of carrying out its obligations under this agreement, Supplier may request an increase in the price by an amount not exceeding the demonstrable cost according to the standard rate card. The Customer will consider such request in good faith and if it agrees that such costs are fair and reasonable it will permit Supplier to invoice the Customer for those costs in accordance with the terms of this agreement and in particular the payment schedule for the stage of the Implementation Plan to which they relate.

13. Acceptance tests

13.1 Prior to the delivery of any Request for Change, the Customer shall specify Acceptance Tests to determine the Acceptance or otherwise of the modified Licensed Software. Both Parties shall conduct the Acceptance Tests.

14. Acceptance

14.1 Acceptance of the modified Licensed Software shall be upon the signing by the Customer of an Acceptance Certificate for the Licensed Software following successful completion of the testing.

15. Intellectual property

15.1 Unless otherwise agreed will all intellectual property rights regarding the Licensed Software vest in Supplier.

15.2 All intellectual property rights regarding the content and/or the patient files vest in Customer. Article 11.3 of the Framework Agreement applies.

15.3 Notwithstanding Customer's rights regarding intellectual property and the Licensed Software the Supplier shall indemnify Customer against claims relating to infringement of intellectual property rights of Third Parties and similar claims such as those relating to know-how or unfair competition regarding the Licensed Software and accompanying services supplied by Supplier. The Supplier is required to undertake all actions necessary for taking all measures that could contribute to preventing stagnation at Customer, and limitation of costs to be incurred or damages to be suffered by Customer in that connection, all for the account of the Supplier.

16. Marketing of Licensed Software and Publicity

16.1 Supplier may use the Customer's name in publicity materials or advertising subject to the Customer's prior written approval from the Customer Representative of such materials or advertising.

16.2 The Customer will subject to operational and confidentiality issues and use reasonable endeavours to make its facilities available as reference from time to time when requested by Supplier to do so.

17. Fees

17.1 Customer shall pay Supplier the costs shown in the table below for the User's right as granted herein and other Third Party software.

GGD Amsterdam	
Licence	
All costs are exclusive of VAT	
GGD Population as provided by GGD	5.1,2,f
Max Number of Users	
Licence Costs (one-off)	
Year	2020
HPZoneNL	5.1,2,f

18. Change of control; mergers

18.1 In the event of a merger of the Customer with another organisation similar to the Customer organisation two scenario's may occur:

i. If the merging organization already has signed this Agreement and/or has deployed the Licensed Software then that organization will not have to pay an additional license Fee; or

ii. if the merging organisation has not signed this Agreement and/or has not deployed the Licensed Software then the new organisation will have to pay additional licenses fees up to the amount of the total population in the new Territory.

THUS AGREED ON AND SIGNED IN DUPLICATE:

GGD Amsterdam	**inFact UK Limited**
Place:	Place: Bradford. England
Date:	Date: 1st June 2020
Signature:	Signature:
Name:	Name: 5.1,2,e
Title:	Title: C.E.O

Schedule 1: Licensed Software

Licensed Software is described in the document 'HPZone Specification Version 2-01.pdf'.

Appendix 2b: Service Level Agreement

THE UNDERSIGNED:

1. The public body with legal personality under Dutch law, **GGD Amsterdam** having its registered office at Nieuwe Achtergracht 100, 1018 WT Amsterdam, The Netherlands, to be referred to hereinafter as: "Customer";

and

2. **inFact UK Limited,** a private company incorporated with limited liability in England and Wales, having its registered office having its registered office at Natwest Bank Chambers, the Grove, Ilkley, LS29 9LS, the United Kingdom, to be referred to hereinafter as: "Supplier";

Customer and Supplier will hereinafter individually also be referred to as the **"Party"** and jointly as **the "Parties".**

2 Introduction

2.1 This document describes the agreements between the Parties on the Services regarding the Licensed Software supplied by Supplier. The Services entail:

2.1.1 the Implementation of the Licensed Software on the Customer Hardware and
2.1.2 other services supplied by Supplier:

(a) Maintenance

(b) Support

(c) Training

2.2 This Services agreement is subject to the terms and conditions of the framework agreement and its appendices between Customer and Supplier, dated: 1st June 2020 (**"Framework Agreement"**). In the Agreement, the Parties shall use the abbreviations, specifications and definitions included in Appendix 1 to the Framework Agreement, unless the context of the Agreement expressly shows otherwise.

2. Service hours and Services outside Service hours; contact details

2.1 Service Hours are Monday to Friday from 9:00 hours to 18:00 hours CET, excluding all Dutch public holidays. The Customer shall contact the Supplier by emailing: 5.1,2,e [redacted]; or calling the Supplier landline using 5.1,2,e [redacted].

2.2 In the event of an emergency outside Service Hours, the Customer may contact the Supplier by calling on the following emergency number: 5.1,2,e [redacted].
The Customer shall follow the call by an email to the Supplier at 5.1,2,e [redacted] with details of the emergency.

3. Delineation

3.1 In general terms, the Services will comprise the Implementation, Training, Support and Maintenance of the Licensed Software.

4. Implementation services

4.1 The Supplier shall install and configure the Licensed Software on the Customer Hardware as agreed with Customer.

4.2 In case Customer moves to another Hosting Party the Supplier will install and configure the Licensed Software on the new environment at the standard rates. This includes also the de-installation at the old environment, if requested. Parties will collaborate, draft a project plan and comply with it.

4.3 In case Customer decides to set up a disaster recovery mirroring environment on other Customer Hardware the Supplier shall install and configure the Licensed Software at the standard rates. Parties will collaborate and draft a project plan and comply with it.

5. Support Services

5.1 The Supplier will perform the following support services during Service Hours:

5.1.1 Act as a first point of contact to Customer users for all application failure incidents;

5.1.2. In the event of application failure incident due a data processing issue:

5.1.2.1 Inform Customer, all Customer Users as set out in the contact list (by e-mail) and Hosting Provider immediately after becoming aware of the incident;

5.1.2.2 Liaise with the Hosting Provider in respect of when the incident is likely to be resolved and communicate this to the contact person of the Customer with regard to the Hosting Provider.

5.1.2.3 undertake that action to resolve the incident as soon as possible or establish a work around with regard to the software aspect of the incident.

5.1.3 Provide a helpdesk via email and telephone.

5.1.4 Resolve Defects.

5.1.5 Provide support to Customer Users in respect of a given functionality by email provided these Customer Users have received appropriate training from Supplier or Customer.

6 Training

6.1 Supplier shall provide a number of training days dependent on the size of the Customer Territory and associated underlying population. The number of training days for the Customer Territory to be effectuated before going live is as follows:

i. 1 day for Champions encompassing all aspects of the Licensed Software;

ii. 2 days for all Users with the assumption that the Champions will be supporting the event;

6.2 The Supplier shall also provide for each Customer Organisation:

i. 1 day refresher training, if required, and wash-up and administration training at some appropriate point in time to be determined in agreement with the Customer after going live.

6.3 The Supplier shall provide the Customer with appropriate training materials, which the Customer can use for training its own users after the going live date. The training materials and all subsequent versions thereof are commercially sensitive and must treated as Confidential Information by the Customer.

7. Maintenance

7.1 Maintenance is the modification of the Licensed Software to prevent Defects from happening as well as actions taken to resolve them and includes all corrective maintenance and preventive maintenance. More specifically Maintenance includes:

i. Maintaining the functionality of the Licensed Software in line with the 'Functional Description' of the Licensed Software, and subsequently as specified, funded, tested, accepted and agreed by the Customer;

ii. Corrective maintenance means the detection, correction of Defects in the Licensed Software in accordance with clause 9 of this Service Level Agreement.

iii. Preventive maintenance means the prevention of Defects in the Licensed Software in accordance with clause 9 and includes:

(a) Applying latest updates and service packs to ensure proper running of the operating system;

(b) Maintaining the health of the Licensed Software, that is to say running regularly a set of scripts that test for the mission critical functionality of the Software, including monthly or more frequent tests on client and server sides;

(c) Performance monitoring, that is to say constant monitoring of performance to ensure the underlying application is functioning within acceptable limits;

7.2 After every major maintenance work and if there is a need for a new Release of the Licensed Software, the Supplier will provide the Customer with appropriate release notes.

7.3. **Planned maintenance**

7.3.1. Planned maintenance will take place within the Maintenance Window established and only after Supplier has communicated with the Customer to this effect.

7.3.2 Planned maintenance will take place as and when necessary but always so as to cause as little disturbance to the continuous use of the Licensed Software by the Customer and in agreement with the Supplier.

7.3.3. Supplier will announce planned maintenance to the Customer at least five working days in advance. If the time and date do not fit, both Parties will discuss a suitable date and time for the maintenance to take place.

7.3.4 In normal circumstances, the Maintenance Window will take place from 20:00 hrs to 00:00 hrs Dutch time.

8. Software Releases

8.1 The number of software releases will be dependent on corrective and preventive measures taken from time to time, but the Customer will at all times be consulted about this. The timing of the new release, urgent or otherwise, will be agreed between the Supplier and Customer.

8.2 After the Supplier has provided a Release, it will be tested by Supplier and a test group of Users representing the Customers. The availability of the final version of the release will be communicated by e-mail, including the release notes. Any problems with the release will be resolved in a patch.

9. The term of the SLA

9.1 The Service Level Agreement will commence on the Commencement Date and will run for one (1) year (**"Initial Term"**). Customer shall at least two months before the end of the Initial Term inform Supplier in writing in case it will not extend the Service Level Agreement. In case Customer fails to timely give that notice Parties will enter into negotiations about the extension of the Service Level Agreement and the terms and conditions under which the extension will occur.

9.2 The Agreement will, after the Initial Term and in case no agreement regarding extension as mentioned in clause 9.1 is reached, automatically extend for consecutive additional terms of six (6) months. After the Initial Term Customer may terminate this service Level Agreement for convenience, obeying a term of at least six (6) months.

9.3 This Service Level Agreement may be terminated for cause in part or in whole in the following circumstances:

i. by the Customer in the event of a Chronic Service Level Failure and the escalation procedure has not led to a resolution;

ii. by either Party with immediate effect if the other Party is in breach of any material obligation under this agreement and, if the breach is capable of remedy, that Party has failed to remedy such breach within 28 calendar days of receipt of notice so to do.

10. Application Availability

10.1 The Supplier will ensure that the Licensed Software is available as near 24 hours, 7 days a week as possible except for when carrying maintenance activities. The Supplier is not responsible for the availability of the Customer Hardware, which is the responsibility of the Hosting Provider.

11. Supplier Response and resolutions times during Service Hours

11.1 Supplier shall use all reasonable endeavours to correct Defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:

i. the Customer User shall notify Supplier of each Defect, (which may be sent by by e-mail) and provide information in such a way that Supplier can readily reproduce the Defect, such as:

a) the name of the user and Customer organisation, and contact details.

b) the date and time the Defect has occurred;

c) the unique identifier of the software object(s) linked to the defect without ever providing patient personal identification, together with an explanation of any recent associated data entry;

d) the software navigation path(s) used to arrive at the Defect;

e) a copy of the corresponding software screenshots;

f) the effect of the defect on the Customer's operations;

g) any other relevant explanation that will assist the Supplier.

ii. within two hours of such notification, Supplier shall acknowledge receipt of the notification, assign a unique identifier to each Defect reported and inform the Customer User of this, and shall determine, in consultation with the Customer Champion, how seriously the Defect affects the Customer's operations;

iii. the Supplier will try and recreate the Defect based on the information provided by the Customer User. If the Supplier is unable to do this, Supplier will inform the Customer and seek further clarification until the Defect is recreated by Supplier.

iv. if a Defect has been recreated by Supplier and agreed with the Customer to be of Level 1, Supplier shall start work on correcting the Defect as soon as possible but no later than within four hours of receipt of such notification, shall use best efforts to correct the Defect as soon as possible and shall keep the Customer informed of progress towards correction of the Defect;

v. if a Defect has been recreated by Supplier and has been agreed with the Customer to be of Level 2, Supplier shall commence work on correcting the Defect within 24 hours

of receipt of such notification and shall use all reasonable efforts to correct the Defect as soon as possible during Service Hours; and

vi. if a Defect has been recreated by Supplier and has been agreed with the Customer to be of Levels 1 or 2 and a the resolution of the Defect requires a substantial change of code in the software, the Supplier will attempt to do the following in the short term, where possible, and always in agreement with the Customer:

a) provide workarounds for the Defect; or

b) change the Licensed Software so that the given defected feature is temporarily bypassed and allows the Customer to continue the Licensed Software.

vii. if a Defect has been recreated by Supplier and has been agreed with the Customer to be of Level 3, Supplier shall start work on correcting the Defect as soon as Supplier's workload allows and shall use commercially reasonable efforts to correct the Defect during Service Hours.

viii. The Supplier shall be given an extension of time agreed with the Customer for resolving any Defect if one of more of the following events occurs:

a) the resolution of the Defect requires a complex new release or significant changes to the code that would require intensive retesting of the application before deployment;

b) delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third party contractors; or

c) such other circumstances as the parties may agree from time to time.

ix. The Supplier will inform the Customer User as soon as the Defect has been resolved.

12. Provision of Services outside Service Hours

12.1 The Supplier may provide support outside Service Hours as shown in clause 2 of this SLA only after Customer's prior written approval.

12.2 In case the Supplier provides support outside Service Hours as shown in clause 2 of this SLA, the Supplier is entitled to a fee covering a minimum duration of 3 hours per event, where a series of events in the same Supplier response time window will count as one event.

12.3 In case the event(s) affects more Customers the costs will be divided equally and paid by the Customers which made the call and who have signed the same agreement.

13. Service reports

13.1 The Supplier shall provide service reports to the Customer every six months with an overview of the service call Defects received and resolved, including the priority level of each Defect, the object it is associated with, a short description of the Defect and the date it was resolved.

14. Conduct of the Services

14.1 Supplier shall carry out the Services with reasonable diligence and despatch, and with reasonable skill and expertise, to support Customer and maintain the Licensed Software throughout the Term.

14.2 Supplier undertakes that its employees and contractors, while on any premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer for the behaviour of its own employees, and any other reasonable requirements (including security arrangements) of the Customer. Supplier shall replace any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.

15. Customer's obligations

15.1 During the term of this Service Level Agreement, the Customer shall, without Supplier's prior written approval not allow any unauthorised person to access the Licensed Software.

15.2 The Customer shall permit Supplier to have remote access to the Customer Hardware, which run the Licensed Software for the purpose of carrying out remote diagnostics and correction of Defects.

15.3 The Customer shall allow Supplier such access to the Customer Hardware as is necessary to carry out its obligations under this Agreement. The Customer shall obtain for Supplier all permissions necessary and pay any required fees to obtain such access.

15.4 The Customer shall appoint the Champion to serve as primary contact with Supplier for the purpose of the provision of services under this Agreement, and a deputy to that individual, and shall notify Supplier of the names of those individuals.

15.5 The Customer shall comply, as soon as reasonably practicable, with Supplier's reasonable requests for information or assistance.

15.6 The Customer will allow Supplier time during Service hours to install and test software upgrades provided the servers' downtime is agreed in advance with the Customer.

15.7 The Customer is responsible for server backup/mirroring, performance, resilience and reliability as well as network connectivity depending on the Customer Hardware provided, its configuration and setting within the Customer IT infrastructure as agreed between the Customer and Hosting Provider.

15.8 The Customer is responsible for any loss or corruption of data or malfunction of the Licensed Software caused by unauthorised individuals from the Customer or associated contractors. The rectification, if possible, of such loss or corruption will be charged by Supplier at its standard rates.

15.9 The Customer shall co-operate with Supplier as may be reasonably required by Supplier in order to carry out the Services, including, but not limited to, provision of information and data, making available suitably qualified employees and contractors of the Customer, provision of access to the Customer and/or relevant Customer premises for Supplier's Personnel.

16. Warranties and limitations of liability relating to Support and Maintenance Services

16.1 Supplier warrants that the Services and/or none of the New Releases and Documentation supplied by Supplier under this Service Level Agreement infringes or will infringe the intellectual property rights of any Third Party.

16.2 The sole remedy for a breach of the warranty given in clause 14.1 is that Supplier shall defend, hold harmless and indemnify the other party against all loss, damage, claims, liabilities, fees, costs and expenses arising out of any action brought against the Customer based on a claim that any New Release or Documentation infringes any intellectual property right of any third party, provided that:

i. Supplier is notified promptly in writing of any such claim;

ii. the Customer makes no admission or settlement of such claim without the Supplier prior written consent;

iii. Supplier has sole control of the defence and any negotiations for compromise;

iv. the Customer provides, at Supplier's expense, such assistance as Supplier reasonably requires; and

v. Supplier has no liability for any claim of intellectual property infringement caused by the Customer's use of any Licensed Software or New Release in combination with software not supplied by Supplier or approved by Supplier in writing, or resulting from

any unauthorised modification of the Licensed Software or New Release, or based on use of any version of the Licensed Software other than the latest version of it supplied by Supplier, if such claim would have been avoided by the use of such supplied version, and this had previously been made known to the Customer.

16.3 Supplier's obligations under this Agreement are subject to, and contingent on, the proper use and care by the Customer of the Licensed Software, and do not cover any part of the Licensed Software which has been modified by anyone other than Supplier, except with Supplier's express prior written permission.

16.4 Supplier shall have no liability to rectify any Defect if attempts to rectify such Defect other than normal recovery or diagnostic procedures have been made by the Customer's personnel or third parties without the permission of Supplier.

16.5 Supplier does not warrant or guarantee that it will be able to rectify Defects, other than any Defect, which halts or substantially impairs the Customer operations which use the Licensed Software, prior to the issue of the next New Release.

17. Consequences of Service Level failures

17.1 In case of service level failures primarily the Parties shall assess the cause and make improvements when necessary. Only in case of Chronic Service failures Customer may enforce its rights as set out in clause 9.3 i.

18. Fees and payment for Support and Maintenance Services

18.1 The Customer shall pay Supplier the annual support and maintenance charge (together with VAT thereon if applicable), as set out in **Schedule 1**, on 1st June 2020 and on each anniversary of that date, provided that the payment is due in the calendar year the Services are provided.

18.2 The annual support charge is exclusive of, and the Customer shall be responsible for, all applicable taxes, duties and assessments (other than taxes on the income of the Supplier).

18.3 Customer will remunerate travel, accommodation and food expenses incurred by Supplier in the Netherlands and related to training and meetings and agreed by Customer. The Supplier shall require the Customer's prior written consent before incurring expenses that are likely to exceed 5.1,2,f in year 1 and 5.1,2,f in any year thereafter from the Commencement Date until the end of the Term and further extensions.. The Supplier is required to provide Customer with receipts for all expenses claimed from Customer. These expenses will be divided equally between the Customers that are involved.

18.4 The Customer Organisations who have signed the same Agreement will share the costs required for the use of the post office address files and SMS services provided by third parties. A large number of address requests and SMSs will be purchased by the Steering Group to keep costs as low as possible.

18.5 If at any time that the Agreement continues in force the Customer combines in whole or in part to form or to be part of a different organisation the arrangements as more specifically detailed in clause 20 of this Service Level Agreement applies here.

18.6 Supplier shall invoice the Customer for the annual support charge no later than 30 days before any anniversary of the Commencement Date at the invoicing address specified.

19. Assignment

19.1 Neither Party may assign, or grant any security interest over, any of its rights or obligations under this agreement, or any document referred to in it, without the prior written consent of the other Party.

20. Merger

20.1 In the event of a merger of the Customer with another organization similar to the Customer organization two scenario's may occur:

i. if the merging organization already has signed this same agreement then newly formed organization will pay the sum of maintenance and support fees from the original agreements.

ii. if the merging organisation has not signed this same agreement the they newly formed organization will have to pay additional maintenance and support fees up to the amount of the total population in the new Territory.

THUS AGREED ON AND SIGNED IN DUPLICATE:

GGD Amsterdam	**inFact UK Limited**
Place:	Place: Bradford. England
Date:	Date: 1st June 2020
Signature:	Signature:
Name:	Name: 5.1,2,e
Title:	Title: C.E.O.

Schedule 1

GGD Amsterdam

Services

The data below outline the breakdown of costs exclusive of VAT and expenses. All costs are per GGD, except where it says "to be shared by all participating GGDs"

1. Required fixed costs for each GGD

GGD Population	5.1,2,f
Max Number of Users	

Percentage Price Increase rate year on year

Year	2020	2021	2022	2023	2024
Price % increase / yr	5.1,2,f				

One-off costs

Year	2020
HPZoneNL Set-up, Configuration and Training	5.1,2,f

Yearly Support and Maintenance Costs

Year	2020	2021	2022	2023	2024
HPZoneNL Support&Maint/Yr	5.1,2,f				

Third Party Costs (Software only) (to be shared by all participating GGDs)

Please note that the 3rd party supplier may change costs at any time

Year	2020
GIS per year	5.1,2,f
Post Office Address Files (Indicative) for 50,000 hits per year	

2. Yearly maximum inFact receipted expenses per GGD

Year	2020	2021	2022	2023	2024
Travel, Accom. and Subsistence	5.1,2,f				

inFact is required to seek approval for any expenses over and above the maximum yearly values above.

3. Costs/Rates for optional additional work if chosen by the GGD

The costs and rates below will be subject to year on year increases based on the All Item Index of the General Index of

Rates for Addional Work during Normal Work Days

1 Man Day = 7 hours

Year	2020
Technical Meeting (1 Man-day)	5.1,2,f
Senior Test Eng. (1 Man Day)	
Senior Developper (1 Man Day)	
Senior Management (1 Man Day)	
Re-installation, re-set-up and testing of a GGD Lisenced Software	
Re-training (1 Trainer, 1 day and a max of 12 trainees)	

inFact work with Escrow Agent (to be shared by all participating GGDs)

Year	2020
1st Souce Code Deposit and Configuration if required	5.1,2,f
2nd Souce Code Deposit and Configuration if required	
3rd Souce Code Deposit and Configuration if required	
Subsequent Deposits Configuration if required	

inFact work with Hosting Provider for Replication (to be shared by all participating GGDs)

Year	2020
Replication (Disaster Recovery) if required	5.1,2,f

Multiplying Factor Rates for Addional Work outside Normal Work Hours

Minimum number of hours per call out = 3 hours

Day / Time outside Normal Work Hours if required	Multiplying Factor of normal rate
Mon-Fri 18:00 - 00:00 hrs	5.1,2,f
Mon-Fri 00.00 - 9:00 hrs	
Sat-Sun 09.00 - 18:00 hrs	
Sat-Sun 18.00 - 0:00 hrs	
Sat-Sun 00.00 - 09:00 hrs	
Bank Hols 09.00 - 18:00 hrs	
Bank Hols 18.00 - 0:00 hrs	
Bank Hols 00.00 - 09:00 hrs	

Appendix 3: Roles and Responsibilities Matrix

Roles and Responsibilities				
R = Performs activity				Performs activity = the party is takes care that the activity is performed or carried out by them, or a third party they are responsible for
A = End responsibility				End responsibility = the party is having the final responsibility for the action/ or function even if this is performed by one of the other parties.
C = Engaged				Engaged = the party is involved in the performance or responsibility of the activity although it is not self end responsible
I = Informed				Informed = the party is not involved in the performance or end responsibility for the function but should be informed by the responsible party about the performance of the function.
N = Not determined				Not determined = if none of the above is applicable.
Function	**GGD**	**InFact**	**Hosting provider**	**Notes**
Infrastructure				
Hardware	I	I	AR	Hosting provider makes hardware available conform agreement
Software	I	I	AR	Hosting provider is responsible for software related to maintenance and monitoring hardware, take care for enough third party licences
Routers, switches hosting party	I	I	AR	Hosting provider is responsible for their own routers, switches and network connections.
Routers, switches GGD	AR	I		GGD is responsible for their routers, switches and network connection, a third party will perform the activity on behalf of the GGD
Database (SQL) management	I	I	AR	Hosting provider is responsible for administering, logging and monitoring the database platform and takes care of enough licences
Backup	I	I	AR	Hosting provider is responsible and performs 7 days rolling backups conform agreement and in case of emergency the restore a backup.
Performance in conformity with SLA			AR	
Operating system	I	I	AR	
File/print servers	AR	I	I	GGD is responsible and performs or their third party is performing
Technical application administration and support	I	I	AR	
Administration and availability work places	AR	I	I	
Administration and availability local network	AR	I	I	
Central internet access	I	I	AR	Hosting provider makes central internet access available

SH Direct/Application software				
Development, maintenance, monitoring HPZone	IC	AR	I	
Software licences	C	AR	I	inFact delivers a licence for HPZone per GGD
Performance in conformity with SLA	I	AR	C	
Functional application administration and support	R	AR	I	
End users support	C	AR	I	
Single point of contact (incl hosting)	I	AR	C	
Contract Management				
Contract management SH-Direct	AR	C		
Contract management Infra	AR	I	C	
Process contract changes inclusive appendices	AR	C	C	
Service Management				
Monitoring SLA hosting	C	C	AR	Supplier informs Customer in case of hardware failure immediately it becomes aware of it
Monitoring SLA HPZone	C	AR	I	GGD monitors If HPZone works conform SLA, inFact monitors and reports about their performances
Performance SLA Hosting	C	I	AR	
Change Management				
Requests for Change	AR	R		GGD is responsible for organisation and content change advisory board. inFact is responsible for executing changes
Execute changes in IaaS, WAN or central firewall	I	I	AR	
Execute functional and technical changes in OS/APPL/DB/local firewall	I	I	AR	
Execute functional changes in application software	C	AR	I	

Release management				
Update SH-Direct	C	RA	I	
(Information) Security				
Compose security requirements and rules	AR	c	c	
Security plan	C	AR	AR	Drafting and keep up to date security plan
Security monitoring central network environment	I	c	AR	
Security monitoring firewalls	I	c	AR	
Security certificates	A	c	R	
Comply as near as possible with ISO 27001/27002 or NEN 7510 guidelines	AR	RC	RC	
Comply as near as possible with Security audit TPA	I	AR	AR	
Secure and perform authentication and logging	I	AR	R	
Provide access and authorisation	A	R	I	
Provide access to application software	A	R	I	GGD will have access to the use of the Licensed Software and can issue usernames and passwords to Users.
Provide access to infrastructure	I	C	AR	
Keeping business information of partners secure	R	R	R	
Protect data security according protection rules and regulations	AR	R	R	
Observe strict confidentiality in respect to information and data provided	AR	R	R	

Business continuity				
Calamity plan	I	RC	AR	
Testing restore procedure yearly	I	C	AR	
Escape service in case of calamity	I	C	AR	In case Catalysis is not able to perform services due to a calamity they have a escape service (other location or other provider)
External backup			AR	Hosting Provider makes/ keeps a backup
Drafting exit plan	AR	AR	AR	
Legal & Regulatory compliance				
Compliant to European laws (Privacy law 95/46/EG; 65/65/EEG; 75/318/EEG)	AR	R	R	
Compliant to Dutch privacy and medical laws (WBIG, WGBO, WPG, KWZ, WBP, geneesmiddelenwet)	AR	R	R	
Compliant to Sectoral laws and regulations (NEN 7519, Zekere zorg 3, Article 29 werkgroup cloud computing)	AR	R	R	
Third parties				
Sufficient third party software licences	I	AR	AR	
Interoperability with third party software		AR	AR	
Version administration and management of third party licences and third party contract management	I	AR	AR	

Appendix 4: Protection

GGD is a Dutch health care institution and subject to specific laws and regulations regarding patient safety, patient rights, information security and data privacy. For the deployment of the Licensed Software and Services the following laws and regulations are specifically relevant:

- Kwaliteitswet Zorginstellingen (*Quality Act for Health care Organisations*)
- Wet bescherming persoonsgegevens (*Dutch data protection act*)
- Wet Beroepen in de Individuele Gezondheidszorg (*Act professions in healthcare for individuals*)
- Wet op de geneeskundige behandelingsovereenkomst (*Act regarding medical treatment agreement*)
- NEN7510:2011
- Guidances set forth by Dutch Data Protection Authority and Health Inspectorate

GGD is obliged:

- to have set up an Information Security Management System (ISMS).
- to comply with the applicable standards regarding the storage, use, protection and exchange of (personal) data.
- to have made enforceable arrangements with its (IT) suppliers regarding information security and data privacy.

The Licensed Software and the Services (supplied by Supplier) has to comply with the above in such way GGD can proof to compliance.

The Parties have used their best endeavours to assess that on the Commencement Date the Licensed Software and the Services comply with the applicable laws and regulations. In case of necessary changes in the course of the Agreement, due to changes in the organisation of GGD or due to regulatory changes Parties shall, upon one of the Party's first request make necessary additional arrangements and changes to the Licensed Software, the Agreement or the Services according to the applicable clauses in the Framework Agreement and License Agreement. Article 10 Framework Agreement and the additional work procedure (Appendix 7) apply.

Appendix 5: Governance and escalation

As from the Commencement Date the Parties have agreed upon and are bound by the governance and escalation procedures as laid down in respectively articles 5 and 24 of the Framework Agreement (**"FA"**).

Because technological, organizational or legal&regulatory changes may urge for another way of collaboration on the on the one hand and Parties do not wish to (regularly) change the arrangements made in the Framework Agreement, the Parties have the contractual option to negotiate in good faith and agree on a (more) profound and thorough governance and escalation procedure which may be complementary or different from the arrangements as laid down in the FA.

Such new arrangements shall be laid down in this appendix 5.

Appendix 6: Continuity processes and exit

In order to safeguard continuity regarding the use of the Licensed Software and the protection of the (availability of the) (personal) data the Parties have put in place the following measures (Exit Plan/Exit Procedure):

6.1. Upon termination of the Agreement, for whatever reason, and upon GGD's request Supplier will undertake all necessary action to assist GGD or the new IT (service) provider. Parties will, in mutual agreement, timely draft an Exit Plan and act accordingly.

6.2. After the conclusion of the License Agreement and Service Level Agreement with the other Customer Users of the Licensed Software in the Netherlands these Customers will set up a formal user group. The user group and Supplier will conclude an Escrow Agreement with regard to the Licensed Software. The Escrow Agreement will be negotiated by the Parties in good faith. The final version and any new version of the Escrow Agreement will be attached to this Appendix 6.

6.3 GGD will remunerate costs made by Supplier in respect of 6.1 and 6.2 above according to the rates provided in Appendix 2b.

Appendix 7: Additional Work Procedure

1. Additional work, change

1. Customer may request Supplier to provide an offer for the performance of additional work. Additional work include both temporary and incidental work of limited scope and projects.

2. In no case shall the following be considered additional work (without limitation):

   i. work by the Supplier that results in fulfillment of guarantees issued by it;

   ii. work by the Supplier required to repair small Defects;

   iii. work by Supplier required to repair their attributable failures as referred to in clause 13 of the Framework Agreement;

   iv. improvements in the Software or the Services by the Supplier that it has gained and/or acquired in the 'normal' exercise of its work ('best practices') under its own discretion or due to legal and regulatory change, as specified in the Framework Agreement.

3. Each of the Parties may make a written proposal for a change to the Framework Agreement and/or Sub agreement. If this proposal is made by the Customer, the Supplier(s) will then report to the Customer in writing within ten (10) Work Days, or so much later if this term is not reasonably realistic, indicating whether it agrees with the change and, if so, the manner in which the change should be implemented in the text of the Framework Agreement and/or a Sub agreement and any financial consequences to be connected to the change. If this proposal is made by the Supplier, it will indicate there with the manner in which the change should be implemented in the text of the Framework Agreement and/or a Sub agreement and any financial consequences to be connected to the change.

4. The Customer will make notification in writing within ten (10) Work Days after said written report from the Supplier, or so much later if this term is not reasonably realistic, that it:

   i. agrees to the proposed changes including the financial consequences connected with these;

   ii. prefers an alternative, after which the Parties will strive in good faith to reach agreement; or:

   iii. does not agree to the proposed change and the financial consequences connected with it.

5. Once the Parties have reached agreement, they will lay this down in a supplement to the Sub Agreement signed by the Parties

6. For the avoidance of any doubt and in respect of financial consequences of any change, basic annual fees required for Support and Maintenance will not be reduced at any time during the Term and any further extensions thereafter.

2. Acceptance

1. Except to the extent to which it has been agreed that no acceptance test will be performed, the results of the additional work (including new Versions, or new Software, *i.e.* bespoke Software) will be subjected to an acceptance test. The manner in which the acceptance test will be performed and the acceptance criteria will be agreed upon in good faith. Unless otherwise agreed, the acceptance test will be performed by the Customer in which the Customer is entitled to have the acceptance test performed by an expert Third Party, provided that Party is not a competitor to Supplier. The Supplier is entitled to expect the expert to sign a confidentiality statement to the Supplier's benefit, a copy of which will be given to the Supplier. The confidentiality statement must contain the terms and conditions commonly found in statements of this type. When engaging the relevant Third Party, the Customer will also consider the reasonable interests of the Supplier, under certain circumstances including the interest in the independence of the Third Party.

2. Upon request the Supplier will make a development, test and acceptance (DTA) environment available for each acceptance test.

3. The Parties draw up and sign a report immediately after an acceptance test has been performed. This report will specifically state any aspects of the results of the work/result offered for acceptance in accordance with the above fail to comply with that which has been agreed, and whether these results of the work approved or rejected by the Customer. If the Customer fails to reject the results within thirty (30) Work Days after the agreed completion date or puts the result(s) provided into operation within that period, the additional work provided is deemed to have been accepted.

4. Small Defects, which are understood to include shortcomings the nature and/or number of which does not reasonably prevent putting the results into operation, will not give cause to withhold approval, without prejudice to the Supplier's obligation to remedy such shortcomings free of charge.

5. As quickly as possible but within ten (10) Work Days after the date of the report referred to in paragraph 3, the Supplier will remedy the shortcomings laid down in the report, free of charge, unless the shortcomings are attributable due to unclear descriptions of the functionalities by Customer. In that case Parties will discuss in good faith the additional costs. The Supplier is entitled to receive an extension for completing the work if the effort required to rectify the error is justifiable and agreeable with the Customer, or if the requirements for the specification for the work by the Customer require more clarification.

6. If the Customer has not approved the results of the Services the first time an acceptance test is performed, and providing the Supplier has remedied the Small Defects in accordance with the previous paragraph in good time and offered the results for acceptance again within that term, the acceptance test referred to in paragraph 3 will be repeated no later than within ten (10) Work Days. The second report will state whether the shortcomings stated in the first report have been remedied and - in the event of rejection - whether the results of the Services are now approved.

7. If the results of the Services are rejected by the Customer again after the second acceptance test, the Customer is entitled to terminated the relevant project agreement, also conditionally or partially, without intervention of the court, without any demand or notification of default being required and without the Customer being required to make

any compensation in that respect. The provisions of this article do not prejudice any other powers to terminate or rights.

8. If the results of the Services are approved by the Customer, the date on which the relevant report was compiled and signed will apply as the date of acceptance.

Appendix 8 to the Framework Agreement between GGD Amsterdam and inFact UK Limited

DATA PROCESSING AGREEMENT
PURSUANT TO THE DATA PROTECTION DIRECTIVE 95/46/EC AND SECTION 14 OF THE DUTCH PERSONAL DATA PROTECTION ACT

THE UNDERSIGNED:

1. The public body with legal personality under Dutch law, **GGD Amsterdam** having its registered office at Nieuwe Achtergracht 100, 1018 WT Amsterdam, The Netherlands s, to be referred to hereinafter as: "**Customer**";

   and

2. **inFact UK Limited**, a private company incorporated with limited liability in England and Wales, having its registered office having its registered office at Natwest Bank Chambers, the Grove, Ilkley, LS29 9LS, the United Kingdom, to be referred to hereinafter as: "**Supplier**";

Customer and Supplier will hereinafter individually also be referred to as the **"Party"** and jointly as the **"Parties"**.

WHEREAS:

a) The Customer has instructed the Supplier to provide Services (hereinafter the '**Instruction'**), as defined in and in accordance with the Framework Agreement and a Sub Agreement dated 1st June 2020 that have been entered into between the Parties;

b) The Customer may provide the Supplier with Personal Data and/or the Supplier may have access to such Personal Data in the context of the performance of the Instruction, which it shall do directly or indirectly, and/or the Supplier may be instructed to carry out Data Processing by the Customer;

c) The Customer qualifies as a controller in the sense of the Dutch Personal Data Protection Act and the Directive;

d) The Supplier may, for certain data processes, such as support and maintenance, qualify as a Data Processor within the strict meaning of the Dutch Personal Data Protection Act and Directive when the Supplier processes Personal Data on behalf of the Customer, without being subject to its direct authority and the Customer determines the object of and resources for the processing of the Personal Data;

e) The Dutch Personal Data Protection Act and the Directive imposes an obligation on the Customer to ensure that the Supplier offers sufficient safeguards as regards technical and organisational security measures for the processing to be performed;

f) The Customer and the Supplier attach great importance to the protection of the Personal Data of the Persons Concerned moreover because the Personal Data is to be considered

as sensitive data (health, sexual orientation, race) according to the Dutch Personal Data Protection Act and the Directive;

g) By means of this Agreement, the Customer and the Supplier wish to enter into a data processing agreement as in addition to the agreements already entered into between the Parties, as referred to under a) above.

DECLARE THAT THEY HAVE AGREED AS FOLLOWS:

Clause 1 Definitions

1.1 The Parties shall use the following terms, abbreviations and definitions in this Agreement (in alphabetical order):

Data Controller; Data Processor; Processing; Personal Data and Data Subject	shall all have the strict meanings given to them in the Data Protection Directive 95/46/EC ("Directive"); and/or Dutch Data Protection Act (*Wet Bescherming Persoongegevens (WBP)*).
Agreement	This data processing agreement in the sense of the Directive and Section 14(2) of the Dutch Personal Data Protection Act, which agreement has been entered into between the Customer (the controller) on the one hand and the Supplier on the other hand, supplementary to the Instruction Conformation;
Data Breach	A security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
Framework Agreement	The framework agreement entered in by the Supplier and the Customer on 1st June 2020 including Appendices, which agreement forms the framework of rights and obligations applicable in relation to the provision of the Services.
Instruction	The instruction to provide Services, which the Customer has issued to the Supplier, as laid down in the Sub Agreement (Implementation, Support, Maintenance and Training Services), and to which the Framework Agreement applies too;
Personal data	Any data relating to a natural person who has been identified or who is identifiable and that falls under the responsibility of the Customer;
Person concerned	The individual to whom Personal Data relate;

Security protocols	The security measures put in place by the Supplier and Customer;
Services	The services that are described in the Framework Agreement and the Sub Agreement;
Sub agreement	The service provision agreement entered into by the Supplier and the Customer on 1st June 2020, including schedules, in which agreement the Services are described in more detail;

Clause 2 The object for which Personal Data will be processed

2.1 The Supplier shall only "process" the Personal Data where necessary for service provision in the context of the Instruction or in compliance with the statutory obligations to which the Supplier itself is subject. The Supplier shall ensure that these obligations are also met by Personnel who are brought in by it and/or by the (sub) processor(s) of the Personal Data that have been brought in by it.

2.2 Given the provisions of clause 2.1, the Supplier shall solely process Personal Data in the context of:

a the provision of Services, whereby the Supplier shall have direct or indirect access to Personal Data;
b the helpdesk function relating to the activities referred to under (a) above**;**
c the granting of authorisations and the recording and assessing loggings;
d a request for access by a competent authority;
e requests for deletion or erasure of the Personal Data

2.3 The Supplier shall "process" the Personal Data on behalf of the Customer and shall do so in accordance with the instructions provided by and subject to the responsibility of the Customer. The Supplier shall not have any say over the object of or the resources used to process the Personal Data, except where explicitly stated otherwise.

Clause 3 Security measures

3.1 The Supplier shall put all appropriate technical and organisational measures in place to protect the Personal Data against loss or any form of wrongful or unlawful processing. To this end, the Supplier shall observe the level of security set out in **Appendix 4** to the Framework Agreement. The Customer shall have the right to propose changes to the security measures so that they meet if not exceed the obligations to which the Customer is subject as regards security and/or the level of security that it deems to be appropriate. Article 10.4 of the Framework Agreement applies. the Supplier shall comply with all requests from the Customer in this respect, except where the said requests are unreasonable.

Clause 4 Cooperation and returning Personal Data

4.1 On request by the Customer, the Supplier shall be obliged to render all cooperation necessary to facilitate access to or the removal or destruction of Personal Data.

4.2 If the Supplier is still in possession of Personal Data after the date on which this Agreement is terminated, it shall destroy the said Personal Data as soon as possible or return the said Personal Data to the Customer – which it shall do in consultation with the Customer – except where the Supplier is obliged to retain the Personal Data pursuant to current legislation or regulations.

Clause 5 Transferring Personal Data

5.1 The Supplier shall not be permitted to transfer Personal Data to Third Parties or provide them access thereto, except where agreed otherwise in writing between the Parties.

5.2 Except where agreed otherwise in writing, the Supplier shall not process and/or edit any Personal Data outside the European Economic Area without the prior written permission of the Customer. The Supplier shall not withhold this permission on unreasonable grounds, but shall be able to attach reasonable conditions to its permission.

Clause 6 Checks and audits

6.1 The Supplier shall ensure that the Customer always has the opportunity to check that processing of Personal Data which by Supplier is carried out as agreed on in this Agreement and, more in particular, in accordance with the further agreements relating to information security. The provisions of clause 6 of the Framework Agreement shall apply to the checks carried out by the Customer. The Customer shall also have the right to carry out (or instruct another party to carry out) annual audits, with due observance of that which has been stipulated in this respect in the Framework Agreement, the object of which will be to provide an insight into the processing of Personal Data and the monitoring thereof.

Clause 7 Data Breaches

7.1 Supplier shall promptly – at least within 24 hours - notify Customer in case of an actual or suspected Data Breach. The notification must contain at least the following detailed information as mentioned in article 34a WBP:

a the types of Personal Data concerned;
b the nature and impact of the Data Breach or Data Breaches;
c the period in which the Data Breach or Data Breaches occurred;
d a description of the actual and suspected negative consequences of the Data Breach or Data Breaches in relation to the (processing of the) Personal Data; and
e the (additional) measures that Supplier has taken to terminate the negative consequences of the Data Breach or Data Breaches and to minimalize the unlawful use of the Personal Data.

7.2 Supplier shall keep an internal record of all incidents regarding the protection of Personal Data which lead to a significant risk of serious negative effects for the protection of Personal Data, as mentioned in article 34a sub 8 WBP. Supplier shall provide Customer with this record once a month and promptly upon Customers request.

7.3 Supplier shall provide Customer with all necessary cooperation, information and assistance as requested by Customer, regarding the actual or suspected Data Breach and the notification to the Dutch Data Protection Authority and/or Data Subjects.

Clause 8 Confidentiality

8.1 The Supplier shall be obliged to maintain the confidentiality of the Personal Data that it receives in the performance of the Instruction. This obligation shall continue to apply for an indefinite period of time after the date on which this Agreement and/or the other agreements entered into between the Parties is/are terminated.

Clause 9 The term of the Agreement

9.1 This Agreement shall enter into force once it has been signed by both of the Parties and shall be entered into for the term of the Sub Agreement. This Agreement shall end by operation of law at the time at which the Instruction is terminated or dissolved.

9.2 Clause 7 (Confidentiality) and clause 10 (Applicable law and choice of forum) shall continue to apply to the Parties for an indefinite period of time even after the date on which this agreement is terminated or dissolved.

Clause 10 Costs

10.1 The Customer shall bear all costs ensuing from access requests from the Person(s) concerned, investigations or audits by the Dutch Data Protection Authority (*College Bescherming Persoonsgegevens*) or another supervisory authority in the field of Personal Data as further specified in clause 6 of the Framework Agreement.

Clause 11 Applicable law and choice of forum

11.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

11.2 The parties irrevocably agree that the English courts in Leeds shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

GGD Amsterdam	**inFact UK Limited**
Place:	Place: Bradford. England
Date:	Date: 1st June 2020
Signature:	Signature:
Name:	Name: 5.1,2,e [redacted]
Title:	Title: CEO