≁ enovacom

SOFTWARE MAINTENANCE AGREEMENT
Agreement N° SPFT 01042021

By and between

And

ENOVACOM S.A.S.

A simplified joint stock company incorporated and organized with the laws of France, with a capital of 150 000 euros, registered with the Trade and Companies Registry of Marseille under number 443 685 573 RCS Marseille, headquartered in 521 Avenue du Prado - BP 80186 – 13268 Marseille Cedex 08,
Represented by its legal representative M. Renaud LUPARIA, duly empowered to act in the name and on behalf of ENOVACOM S.A.S for the purpose of this agreement.

CUSTOMER NAME Sussex Partnership NHS Foundation Trust, Swandean, Arundel Road, Worthing,West Sussex, BN13 3EP
Country –England
Represented by Dean Birch
_____,
acting as GDE Programme Lead_____,
duly empowered to act in the name and on behalf of Customer Name for the purpose of this agreement.

Hereinafter referred to as « **Licensee** »

Hereinafter individually referred to as "Party", or collectively as "Parties".

DESCRIPTION OF THE SOFTWARE & CORRESPONDING FEE	
Reference	**Assistance and Maintenance Fee (net of taxes)**
FIVE years standard level 2,3 software support and maintenance covering the following standard business hours five days a week from 8am-11.30am & 1pm-5.30pm excluding bank holidays and weekends	£75,000

The Licensee acquired from Enovacom a license to use the software hereinabove referenced and wishes to be provided with maintenance services from Enovacom Support Service. In this context, the Parties have established this Software maintenance agreement (hereinafter the "Agreement"). This Agreement shall come into force at the date mentioned above and includes the following documents: (i) the cover sheet (hereinafter referred to as the "Order"), (ii) the Appendix "General Conditions of Maintenance" and (iii) the Appendix "Specific Conditions of Maintenance". Any signed document on headed notepaper binds the (legal) person of the Licensee for whom the document was established, without any obligation for Enovacom to verify the quality and capacity of the signer. This Agreement, including the Appendices, constitutes the entire agreement between the Parties for the maintenance of the Software hereinabove referenced. The Licensee hereby declares having read in due time and having full knowledge of the terms and conditions of this Agreement, including its Appendices, and expressly agrees to such terms entirely.

TYPE OF CONTRACT: SOFTWARE MAINTENANCE

Remote assistance from skilled and experienced Enovacom staff, remote connection (subject to remote access provided by the Licensee or Enovacom) Corrective and Evolutive Maintenance (Protocols and systems Updates)

The Licensee:

Represented by: Dr Gurprit Pannu

Société ENOVACOM

Monsieur Renaud LUPARIA, Deputy CEO

≁ enovacom
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BP 80186
13268 Marseille Cedex 8
Tél. : + 33 (0)4 86 67 00 00 - Fax : + 33 (0)4 86 67 00 01
S.A.S. au capital de 150 000 Euros
R.C.S. Marseille 443 685 573 – NAF 5829C

Signature preceded by the handwritten mention "Read and approved" and the company's seal or stamp

GENERAL CONDITIONS OF MAINTENANCE

The herein General Conditions of Maintenance, including appendices (hereafter the « Agreement »), describes the ²conditions under which Enovacom shall perform support and maintenance services applicable to the Orders placed by the Licensee for the Software designated in the Order (hereinafter referred to as the "Software").

1. DEFINITIONS

Order: definitive and non-refundable order of License and/or additional services signed by a duly representative of the Licensee.

Effective Date: the effective date corresponds to the delivery date of Software validated by Licensee by signing of delivery note and anniversary date for renewal of present contract.

Operational environment certified or OEC: any materials, operating system, middleware, database, and others software for which Enovacom certifies that the Software works.

Software: set of instructions, in executable code, of Enovacom computer programs specified in an Order and any Documentation and Updates relating to the Software. The Software is sold for a given state of rules. Any regulatory developments might be developed as a new version of the Software.

Module: a Module is a software which operation depends on another software, for example an extern plug-in flux, a connector or an interface. A module owns its own versioning numbers (New version, major update, minor update). The evolution of the version of a Module might require the evolution of the software version which it depends on. The maintenance service, under this Agreement, is only valid for Modules for which the Licensee acquired a license to use and paid the relating fees. Consequently, the Licensee undertakes to only use the Modules corresponding to the Orders it acquired a license for.

New version (major release): Software version with significant functional changes. The New Version is defined as a new version of the Software issued from new developments which contains structural changes and/or new major functionalities. The index of the New versions corresponds to the first figure of the version, e.g. versions **1**.0, **2**.0, **3**.0, etc. Such evolution of the index corresponds to a rewriting of the Software. The upward compatibility between the different Updates of a Software might be lost when evolving toward a new version (for example, some functionalities of the previous version can be removed in the New version and the data recovery from the previous version toward the new one might require a manual intervention). New versions are not provided under the herein Maintenance Agreement.

Update: version of the Software provided as part of the maintenance services, including errors corrections and/or improvements:

- **Major update (Minor release):** version of the Software representing a major change of existing functionalities, the improvement of the Software including its flexibility in use or, a compilation of corrections of any possible anomalies. The said Updates are regularly provided to the Licensee, on any medium and through any means, Enovacom being the only one to decide when and how to release these Updates. The index of Major updates corresponds to the second figure of the version number, e.g. Versions 1.**1**, 1.**2**, 1.**3**, etc. The upward compatibility is respected as the Updates go along.

- **Minor updates (Maintenance Version or corrective patch):** version of the Software representing correction of programming errors or minor change of functionalities. The said Minor updates are provided to the Licensee, as soon as needed, with no restriction as to number, on any medium and by any means, Enovacom being the only one to decide the way to release these updates. The index of Minor updates corresponds to the third figure of the version, e.g. versions 1.1.**1**, 1.1.**2**, 1.1.**3**, etc.

Incidents: any possible software dysfunctions, repetitive in a OEC and reproducible by the Enovacom Support Service, that either prevent the normal use of all or part of the Software, or cause an incorrect result or action when the Software is used by the Licensee in accordance with its purpose and its Documentation.

Qualified User: the natural person identified among Licensee staff fully trained with Enovacom' s updated training plan, or Enovacom' s contractors, in order to carry out the general settings and configuration of the Software.

2. WARRANTIES

2.1 Enovacom guarantees that it holds the intellectual property rights or necessary authorizations to provide the Maintenance services on the Software.

2.2 Enovacom cannot guarantee the suitability of the Software for the Licensee particular purposes, nor will the Software be free from any Incident. The guarantees provided herein excludes any other warranty, unless mandatory legal provisions.

2.3 The Licensee shall train at least one member of his staff for configuration and setting of parameters of each Software for which he has acquired the license according to the training plan available, the level of training required and the applicable pricing conditions. The person (s) will have the title of "Qualified User" certified by Enovacom once full training program will be completed. The Licensee agrees that sole Qualified Users are to interfere with the configuration and setting of parameters of the Software. The Licensee undertakes to ensure that at least one of its staff is a Qualified User at all time and thus undertakes to inform Enovacom, without delay, if all qualified Users have left the Licensee's so that Enovacom can organise a new training after which a new Qualified User will be appointed.

3. MAINTENANCE

3.1 The Maintenance services include :

i. Remote assistance provided by a qualified and skilled employee from the Enovacom Support Team, for the resolution of problems encountered by the Licensee during the use of the Software ("Assistance"). The implementing rules of this Assistance are described **in Appendix "Specific conditions of Maintenance";**

ii. Handling of Incidents affecting the Software reported and duly documented by the Licensee ("Corrective maintenance");

iii. Specific Maintenance services described in the Appendix "Specific Conditions of Maintenance";

iv. Supplying Updates as long as they appear on the market ("Evolving Maintenance").

3.2 Enovacom Maintenance services do not include the following services (for which an extra order shall be placed by the Licensee):

- the supply of New versions;

- the assistance for the installation of the Software, the deployment of the Software in the technical environment of Licensee (OEC and software), communication compatibilities with other operating / information systems, specific application developments, training and consulting services including audit and optimization for the use of the Software (which are proposed by Enovacom in other specific contracts);

- Installation, configuration, deployment of the Updates in the technical environment of Licensee (OEC and software), adapting the Updates (that shall be ordered separately under Enovacom current technical and financial conditions);

- Handling the Incidents caused by: an inappropriate use of the Software by the Licensee or by modifications made to the Software without Enovacom authorization or by a malfunction of the OEC in which the Software is installed or by a failure or an interruption of telecommunications or power supply networks;

- On-site maintenance;

- Modifications and/or evolutions of the Software in order to make it compatible with:

  1. new versions of operating systems, databases, middleware, device firmware, software, and any materials installed by the Licensee (OEC),

  2. new protocols, new plug-in flux, new formats,

  3. new regulations.

- Cases designated in the lists of Appendix "Specific Conditions of Maintenance" provided;

- Complete new installation or migration of the Software on other equipment;

- Specific developments and applicative corrections;

- Backup copying, hosting or archiving Licensee's data.

3.3 Corrections and/or modifications provided as part of Maintenance services of Enovacom are provided for the most recent Minor Release of the Software.

3.4 Updates provided as part of the Evolving Maintenance may consist in (i) a Minor Release containing program bug corrections and/or minus and/or improvements of existing and identifiable functionalities by a change in the second figure of the number version or (ii) a Maintenance Release containing bug corrections of programs identified in the Software and identifiable by a change in the third figure of the version.

3.5 Enovacom will have no maintenance obligations in case of (i) Software alteration or modification, (ii) inappropriate use of the Software regarding its Documentation, and/or to this Agreement and (iii) lack of installation and use by the Licensee of Updates provided by Enovacom within six (6) months as of the day these Updates were made available.

3.6 The Licensee will designate in writing one or several interlocutors responsible for the Maintenance, who will be (i) trained to performing the Software by Enovacom or any third party entitled to, (ii) the only people entitled to communicate with Enovacom Support Service and (iii) responsible for installing the Updates.

3.7 The Licensee provides Enovacom any means and information for the performance of the Maintenance services, including providing any document, information and existing elements needed in order to understand and reproduce the identified problem. The Licensee undertakes to fulfill the normal conditions of use of the Software and Enovacom recommendations, in particular the ones described in this Agreement. The Licensee shall use information supports that ensures compliance with the technical specification provided by Enovacom, thus, Maintenance requests will not be inherent to an operating environment not-compliant with the said specifications. The Licensee undertakes to properly maintain or have maintained the OEC on which the Software is installed. Based on its duty to provide information, the Licensee must communicate to Enovacom any possible evolution of the configuration of its computer equipment that may jeopardize the use of the Software in operating systems or the Maintenance services. The Licensee undertakes to back-up its data, files or programs available in the Software in order to avoid any loss or deterioration, it being specified that Enovacom accepts no liability regarding severity, back-up, host or archive of the Licensee's data - including during its Maintenance operations. The Licensee is fully aware that the said Maintenance services require a constant and active cooperation with Enovacom.

3.8 By accepting to perform Maintenance services for the Software, Enovacom undertakes to use all reasonable economical means to perform the said Maintenance services and guarantees that these services will be performed with diligence and professional care by its Support service. Enovacom is subject to an obligation of means for the performance of the Maintenance services under this Agreement.

3.9 The Software and Updates are protected by copyright laws and international treaty provisions regarding copyright, and other intellectual property laws and international treaties. All copyrights and other rights specifically on intellectual and industrial property, patents, trademarks, trade secrets, know-how, concepts and inventions, any interest covered or not by the applicable law, regarding the Software and its Updates, and any copy, modification, improvement, correction belong and remain reserved, at any time, to Enovacom. Updates are licensed to the Licensee under terms and conditions of the Software's license of use (unless specific conditions are provided with such Updates on a case by case basis), and subject to full payment of the Maintenance services. The right to use granted to the Licensee on the original version of the Software extended to the Updates.

4. FINANCIAL CONDITIONS

4.1 The annual fees due to Enovacom are the ones specified in the Order. The Software is delivered free of carriage.

4.2 Enovacom will inform the Licensee, at least forty-five (45) days before termination of the Maintenance Agreement, of any modification in the applicable fee for the following year.

4.3 The above fees are net of taxes and of any transaction charges which may be applicable, and are Licensee's charge.

5. DURATION - TERMINATION

5.1 This Agreement shall enter into force from the specified period of Maintenance specified in the Order. Unless otherwise agreed, this Agreement is automatically renewed for successive periods of twelve (12) months, for a maximum total period of five (5) years or unless terminated by either party by sending a registered letter with acknowledgement of receipt at least two months prior to expiration of the current annual period.

5.2 In the event of a breach of its obligations under this Agreement by one of the Parties, the other Party is entitled to terminate this Agreement automatically, thirty (30) days (or eight (8) days in case of non-payment or immediately in case of an irreparable breach) after giving the defaulting Party formal notice by certified letter remaining unsuccessful.

The termination shall be notified to the defaulting Party with reference to the license or subscription concerned by the said termination. The termination does not limit the non-defaulting Party to claim for compensation in respect of the damage suffered. Notwithstanding its right to terminate this Agreement as described above, Enovacom may suspend immediately the performance of the Maintenance services in the event of non-payment of the Maintenance fee, without any further formalities.

6. GENERAL PROVISIONS

6.1 <u>**Non-disclosure**</u> - The Parties acknowledge as confidential ("Confidential Information") and agree to treat as such (i) the Software and the results on comparative studies and/or tests done on the Software; (ii) any information, on any medium, relating to the activity of the Parties. If the information has been given orally, the Party who reveals it must inform about the confidential nature of the said information and confirm it in writing within ten days. Each Party undertakes (i) to only communicate the other Party's Confidential Information to its employees or authorized representatives, when required for the normal performance of the contractual obligations; these people must first sign written confidentiality commitment, and (ii) take the same precautionary measures to preserve the Confidential Information of the other Party that the ones the Party usually takes with regard to its own Confidential Information. Are not considered as Confidential Information: (i) the information which are, when divulgated, already in the public domain ,or has become public domain without any further initiative from each Party; (ii) information already known by the beneficiary at the time of its divulgation, without any breach of an existing confidentiality duty; (iii) information developed by one Party independently; (iv) information divulgated in accordance with legal requirements or the performance of a justice decision provided that the Party that owns the Confidential Information was noticed within a time period in order to let this Party handle the said divulgation with the competent authority.

6.2 **EXCLUSION AND LIMITATION OF LIABILITY** – AS FAR AS LEGALLY POSSIBLE UNDER THE APPLICABLE LEGISLATION, LIMITATIONS AND EXCLUSION PROVIDED IN THIS AGREEMENT APPLY WHATEVER THE GROUNDS OF LIABILITY IS. IN ANY CASE, ENOVACOM WILL NOT BE HELD LIABLE TOWARDS THE LICENSEE, INCLUDING BUT NOT LIMITED TO, IN CASE A THIRD PARTY WOULD CLAIM ANYTHING RELATING TO INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO, SHORTFALL, OPERATING LOSS, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, DATA LOSS, RECORDING LOSS, CONTENT LOSS, OR, IN CASE THESE DATA, RECORDING OR CONTENT ARE RENDERED INACCURATE OR UNVAILABLE DUE TO THE SOFTWARE,ITS DOCUMENTATION OR ITS USE; ITS MAINTENANCE OR THE IMPOSSIBILITY TO PROVIDE IT, OR A DEFAULT OF THE SOFTWARE TO WORK WITH ANOTHER PROGRAM OR ANY DATA AND SO, EVEN IF ENOVACOM HAS BEEN INFORMED OF THE EVENTUALITY OF SUCH DAMAGE. IN ANY CASE, ENOVACOM WILL NOT BE HELD LIABLE OR HAVE ANY DUTY FOR DAMAGE OTHER THAN PROVED DAMAGE DIRECTLY ATTRIBUABLE TO IT, SUBJECT TO THE FOLLOWING LIMIT. IN ALL CIRCUMSTANCES, THE TOTAL LIABILITY OF ENOVACOM IS LIMITED AND CANNOT EXCEED THE AMOUNT EFFECTIVELY PAYED BY THE LICENSEE WITH THE CORRESPONDING ORDER OF THE SOFTWARE, SOURCE OF THE DAMAGE. UNLESS OTHERWISE PROVIDED BY THE APPLICABLE LEGISLATION, WITHOUT ANY POSSIBILITY OF RENUNCIATION OR CONTRACTUAL LIMITATION, ANY ACTION, LEGAL OR OTHER, RELATING TO A RESPONSIBILITY OF ENOVACOM MAY NOT BE BROUGHT MORE THAN ONE YEAR FROM THE APPARITION OF THE EVENT CAUSING THE DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THE PRESENT ARTICLE, ENOVACOM REFUSES ANY LIABILITY AND ASSUMES NO LIABILITY WHATSOEVER RELATING TO THE MAINTENANCE OF THE SOFTWARE AFTER THE TERMINATION OF THIS AGREEMENT.

6.3 <u>**Governing Law / Jurisdiction**</u> **-** This Agreement shall be interpreted, enforced and governed by French laws. In case of difficulties relating to the execution, interpretation, performance of this Agreement, the Parties agree to submit their dispute to the jurisdiction of the commercial court competent within ENOVACOM registered headquarters.

6.4 <u>**Entire agreement, Modification and assignment**</u> –This Agreement, including its appendices and amendments, constitutes the entire agreement of the Parties, and replaces all other agreements and declarations of the Parties, oral or written. From its acceptation by the Licensee, this Agreement will exclusively govern the contractual relations between the Parties. Consequently, the placement of an Order by the Licensee, implies, for it, total commitment to the present Agreement. No other condition may prevail on this Agreement, unless explicitly accepted in writing by Enovacom, whenever the moment Enovacom may have been informed. In addition to the rights and restrictions stipulated in this Agreement, other particular conditions or indications and restrictions specified in the installation and user instructions of the Software and its appendices, and update notes, complete these general conditions and are incorporated by reference.

This Agreement may only be amended by written instrument signed by both Parties. The Licensee cannot assign this Agreement without written prior consent of Enovacom. Furthermore, any assignment shall be subject to written commitment of the assignee to take over the terms and conditions herein and its appendices. The

Licensee authorizes Enovacom to subcontract of all or part of the services designated in this Agreement to a third party of its choice.

6.5 **Nullity -** If any provision of this Agreement is declared void or without object, such provision shall be deemed unwritten without affecting the remaining provisions of the Agreement which continue to product full effects.

6.6 **Public news** – The Licensee authorizes Enovacom to advertise the Licensee as a user of the Software.

6.7 **Orders -** The Licensee agrees that any order of the Software or a maintenance service (i) makes a non-voidable and non-refundable commitment; (ii) and will be exclusively subject to the terms and conditions of this Agreement, its appendices and modifications whatever order form used by the Licensee is. In case the Licensee shall subject the order to the performance of non-provided conditions, the said conditions will not bind Enovacom, unless prior written agreement is given by an authorized person for Enovacom and mentioned as integral part of this Agreement. Moreover, the performance of the Order by Enovacom does not imply implicit acceptation of these non-provided conditions.

6.8 **No recruitment** - The Licensee shall not, during a two (2) years period from the signature of this Agreement, offer to hire, hire or propose any work, directly or through intermediaries, to any employee, director, manager, partner or member of Enovacom, even in the case this person would cease his/her relationship with Enovacom, whatever his/her specialization is, in order to offer him/her an employment contract, a corporate appointment, a partnership agreement or cooperation, unless he/she has given his/her prior written consent. In the case the Licensee does not comply with this requirement of non-solicitation, it immediately indemnifies Enovacom (including expenses for selection and recruitment, training expenses as well as damages resulting from the depreciation of Enovacom because of the departure of the hired person and the commitments accepted by Enovacom made in reliance on the person hired by the Licensee) with a compensation at least equal to two (2) times the total gross salary paid to the hired person during the year preceding his/her departure.

Monday to Friday, from 8am till 11:30am and from 1pm to 5:30pm (UK time – French working days) (1)	
🖥 Web Portal	https://support.enovacom.com (2)

(1) *Greenwich Mean Time* (*GMT*), from Monday to Friday, not including Enovacom observed holidays and except in cases of exceptional unavailability of Support service. Licensee shall be informed seven (7) days in advance of exceptional unavailability of Support service.

(2) Opening incident tickets by the Licensee through Enovacom Web Portal.

CONTENT OF SUPPORT SERVICE

The technical support is a qualified remote support for handling of Incidents encountered by administrators of Software.

The second and third level support concern reproducible errors and malfunctions affecting the Software as reported by the Licensee ("Corrective Maintenance").

The procedure for dealing with Level 2 and Level 3 incidents is as follows:

• Opening an incident ticket,

• Sending a confirmation by e-mail,

• Treatment of the incident by the second level support by access to the Licensing Software in remote maintenance or telephone contact (Approach adapted according to the level of severity). If the incident is resolved: Sending a resolution confirmation and a brief report (on demand).

   ↳ If the incident is not resolved by the second level support, the ticket is sent to the third level support (R&D).

   ↳ The second level support will escalate incident to third level support after qualification of incident.

   ↳ If the incident sent by the second level support is not resolved by the third level support, a workaround may be proposed to the Licensee, where possible, in order to ensure the production of the site.

SUPPORT SERVICES TARGETED RESPONSE TIMES

	Severity Level	Definition	Action plan
1	Critical	Blocked system or anomaly on a current feature	Qualification and resolution by the second level support within 4 business hours local. In case of no resolution, intervention of the third level support (R&D).
2	High	Function blocked or anomaly on an uncommon functionality	Qualification and resolution by the second level support within 4 business hours local. In case of non-resolution, implementation of a temporary workaround pending resolution of the incident. Escalation of the incident to the R&D department for planning the correction patch.
3	Medium	Secondary function blocked but can be bypassed	Qualification and resolution by second level support within 6 business hours. In case of non-resolution, implementation of a temporary workaround pending resolution of the incident. Escalation of the incident to the R&D department for planning the correction patch.
4	Low	Anomaly does not affect system operation	Qualification and resolution by second level support within 15 business hours local. In case of non-resolution, implementation of a temporary workaround pending resolution of the incident. Escalation of the incident to the R&D department for planning the correction patch.