NPEx SERVICES AGREEMENT

THIS NPEx Services Agreement is made effective as of

PARTIES:

1.   **UK Health Security Agency**, an organisation whose registered offices are at 17 Smith Square, London SW1P 3HX ("**Customer**");

2.   **X-Lab Ltd**, a company incorporated in England and Wales with company registration number 05995322, whose registered office is at Suite C10, Joseph's Well, Hanover Walk, Leeds LS3 1AB (the "**Supplier**").

BACKGROUND

(A)   The Supplier has developed certain software applications and platforms which it makes available to subscribers, including the Services relating to its NPEx platform as detailed at Schedule 2 of this agreement.

(B)   The Customer wishes to procure NPEx for use pursuant to the terms of this agreement.

(C)   The Supplier has agreed to provide, and the Customer has agreed to take and pay for, the Supplier's Service subject to the terms and conditions of this agreement.

PARTICULARS

Service:	NPEx
Initial Subscription Term:	1st April 2022 – 31st March 2023.
X-Lab Account Manager:	██████████████████ ██████████████

AGREED TERMS

1.   **INTERPRETATION**

1.1   The definitions and rules of interpretation in this clause apply in this agreement.

        Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.

Customer Data: the data inputted by the Customer, a laboratory with whom they are exchanging data, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Service Lead: the key contact nominated by the Customer to work with the Supplier in relation to the Services.

Customer Sites: those sites of the Customer detailed at Schedule 5.

Documentation: the documents made available to the Customer by the Supplier in physical format or online via such web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this agreement.

Fees: the fees payable by the Customer as detailed at Schedule 1.

Initial Subscription Term: the initial term of this agreement as detailed in the Particulars.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Renewal Period: the period described in clause 12.1.

Services: the subscription services provided by the Supplier to the Customer under this agreement as more particularly detailed at Schedule 2.

Software: the software applications provided by the Supplier as part of the Services.

Subscription Term: has the meaning given to it at clause 12.1.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

X-Lab Account Manager: the person detailed in the Particulars above.

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

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1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

1.9   A reference to writing or written includes faxes but not e-mail.

1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2.   LICENCE GRANT

2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users and the Customer Sites to use the Services and the Documentation during the Subscription Term solely for the Customer's operations.

2.2   The Customer shall remain responsible for all use of the Services by its Authorised Users.

2.3 The Customer shall not, and shall ensure that the Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of their use of the Services that:

(a)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b)   facilitates illegal activity;

(c)   depicts sexually explicit images;

(d)   promotes unlawful violence;

(e)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f)   in a manner that is otherwise illegal or causes damage or injury to any person or property;

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and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's, or any laboratory's, access to any material that breaches the provisions of this clause.

2.4 The Customer shall not, and shall ensure that the Authorised Users shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company or organisation of the Customer.

3. **SERVICES**

3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a)   planned maintenance carried out during the maintenance window of 8.00pm to 2.00am UK time; and

(b)   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer as much prior notice as is reasonably possible in the applicable circumstances.

3.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours as detailed at Schedule 4.

4.   CUSTOMER DATA

4.1 The Customer, or the relevant laboratory, shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

4.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

(a)   the Supplier shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

(b)   each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

5.   SUPPLIER'S OBLIGATIONS

5.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing

undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. Notwithstanding the foregoing, the Supplier:

(a)　does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b)　is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3　This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

5.4　The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

5.5　The Supplier shall make the Customer aware of any change to the X-Lab Account Manager.

6.　CUSTOMER'S OBLIGATIONS

The Customer shall:

(a)　provide the Supplier with:

(i)　all necessary co-operation in relation to this agreement; and

(ii)　all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b)　comply with all applicable laws and regulations with respect to its activities under this agreement;

(c)　carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d)   ensure that Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

(e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;

(g)   inform the Supplier of any change to the Customer Service Lead; and

(h)   be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.   CHARGES AND PAYMENT

7.1   The Customer shall pay the Fees as detailed at Schedule 1.

7.2   The Customer shall before the Effective Date provide to the Supplier an approved purchase order and any other relevant valid, up-to-date and complete contact and billing details.

7.3   The Supplier shall invoice the Customer pursuant to the terms of Schedule 1 and the Customer shall pay each invoice within thirty (30) days after the date of such invoice.

7.4   If the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a)   the Supplier may, without liability to the Customer, disable the Service, or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)   interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current Bank of England Base Rate from time to

time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.5   All amounts and fees stated or referred to in this agreement:

(a)   shall be payable in pounds sterling;

(b)   are non-cancellable and non-refundable; and

(c)   are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8.   **PROPRIETARY RIGHTS**

8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

8.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

9.   **CONFIDENTIALITY**

9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

(a)   is or becomes publicly known other than through any act or omission of the receiving party;

(b)   was in the other party's lawful possession before the disclosure;

(c)   is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

(d)   is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e)   is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

9.2   Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

9.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

9.4   Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

9.5   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

9.6   The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7   No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.8   The above provisions of this clause 9 shall survive termination of this agreement, however arising.

10.   INDEMNITY

10.1   The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

(a)   the Customer is given prompt notice of any such claim;

(b)   the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c)   the Customer is given sole authority to defend or settle the claim.

10.2   The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a)   the Supplier is given prompt notice of any such claim;

(b)   the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

(c)   the Supplier is given sole authority to defend or settle the claim.

10.3   In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on immediate written notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

10.4   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

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(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

10.5   The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11.   LIMITATION OF LIABILITY

11.1   This clause 11 sets out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to each other:

(a)   arising under or in connection with this agreement;

(b)   in respect of any use made by the Customer of the Services and Documentation or any part of them; and

(c)   in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

11.2   Except as expressly and specifically provided in this agreement:

(a)   the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction; and

(b)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement.

11.3   Nothing in this agreement excludes the liability of either party:

(a) for death or personal injury caused by the Supplier's negligence; or (b)

for fraud or fraudulent misrepresentation.

11.4   Subject to clause 11.2 and clause 11.3:

(a)   Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

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(b)   Each party's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

12.   TERM AND TERMINATION

12.1 This agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**). The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

12.2 Notwithstanding the provisions of clause 12.1 above, either party may terminate this agreement for convenience following the Initial Subscription Term on providing not less than one hundred and eighty (180) days prior written notice to the other party.

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

(a)   the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

(b)   the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

(c)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(g)   the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(h)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

(j)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.4   On termination of this agreement for any reason:

(a)   all licences granted under this agreement shall immediately terminate;

(b)   each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)   the Supplier shall destroy or otherwise dispose of any of the Customer Data in its possession in accordance with its Data Retention Policy; and

(d)   any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13.   FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14.   CONFLICT

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

15. **VARIATION**

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

16. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. **RIGHTS AND REMEDIES**

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

18. **SEVERANCE**

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

18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. **ENTIRE AGREEMENT**

19.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

19.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

20.   ASSIGNMENT

20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

21.   NO PARTNERSHIP OR AGENCY

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

22.   THIRD PARTY RIGHTS

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

23.   NOTICES

23.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9:00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24.   GOVERNING LAW

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

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25.   **JURISDICTION**

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

26.   **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the avoidance of doubt the execution and exchange of electronically signed counterparty (including via the exchange of signed .pdf copies) shall be deemed good and proper execution.

Signatures follow Schedules

Schedule 1 - Fees

1.   **Fees**

1.1 The Customer shall pay the Supplier the Fees as detailed in this Schedule 1 for each NPEx licence and deployment ordered by the Customer.

2.   **Deployment Fees**

2.1 The following deployment fees shall be paid by the Customer as one-time payable fees in relation to the deployment of the Service to the Customer, such deployment fees to be invoiced in advance of deployment:

Description	Fees
Deployment Fees	N/A

3.   **Annual Licence, Support & Maintenance Fees**

3.1 The following annual licence, support and maintenance fees shall be payable by the Customer annually in advance, on or around each annual renewal of the Effective Date:

Description	Fees

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Annual software licence, support and maintenance Fee	£12,000

4. All above detailed Fees in this Schedule 1 are exclusive of VAT, which shall be charged by the Supplier at the prevailing rate.

5. The above detailed Annual Licence, Support and Maintenance Fee shall be invoiced by the Supplier annually in advance, on or before the 1 April in each year of the Term for the subsequent year. Pursuant to clause 7.3, the Customer shall pay all such invoices within thirty (30) days after the date of such invoice.

6. The Fees detailed in this Schedule 1 are subject to annual review upon each annual renewal of the Subscription Term. Where the Supplier proposes any change to the Fees, it shall provide the Customer with six (6) months' prior written notice of the proposed effective date for such change. Where a change to the Fees cannot be accepted by the Customer, the Customer may invoke the termination clause 12.2 and the Fees shall be unchanged.

Schedule 2 - Services

1. The Services shall be understood to include the following:

   - NPEx agnostically connects to Laboratory Information Management Systems (LIMS) and other clinical systems,
   - NPEx offers a hub through which any diagnostic laboratory, using any system, can digitally exchange diagnostic test referrals and results with any other laboratory connected to the network.
   - NPEx is entirely interoperable and connects all users, via the cloud, to a full network of other users through a single connection.
   - NPEx is accessed through a secure webpage where transactions are encrypted using HTTPS standard and secure VPN tunnels, with no additional hardware and software requirements.
   - The process uses a messaging engine which translates local data sets and codes from senders to a standard messaging format which are mapped against standardised codes, such as SNOMED-CT.
   - These messages are translated once more into the local format of the receiver.
   - NPEx eliminates the need to manually transcribe requests between systems, photocopy documentation and mail paper copies of results, reducing the number of manual errors.
   - In addition to improving data quality, NPEx also increases the speed at which data can be accessed.
   - NPEx enables laboratories to access wider testing options for referrals, is a space for them to market their services more easily, and access capacity for faster turnaround times across a network of connected laboratories.

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- All referrals and results transferred through NPEx are paperless and transcription free, allowing for a safer, seamless, cost-effective, efficient clinical process.

Schedule 3 - Installation and Training Service

1. The Supplier shall deliver the Deployment and Training Services detailed in this Schedule 3.

2.   INSTALLATION

2.1   During an NPEx installation the following process is typically followed:

Phase 1 - Project Brief

- On completion of the Contracts and Data Progressing agreement a project brief will be prepared and completed by the Supplier and will be signed off by the Customer. The assigned X-Lab Customer Account Manager will formally handover the project to the Delivery Team.

Phase 2 – Project Kick-Off and Set-Up

- A project kick off meeting is arranged with core stakeholders to officially start the project and discuss the project stages, project plan and any project dependencies. Any key documentation will also be shared at this stage.

Phase 3 – VPN Set Up & Testing

- A VPN configuration document is to be completed by the Customers IT team and returned to NPEx Project Manager (PM) to enable setup within the NPEx firewall.

- On completion of the VPN documentation, the VPN connection can be set up between the Supplier's LIMS and NPEx servers.

- Once the setup is completed, a testing conference call will take place with NPEx PM and the Customer IT team to perform simple testing to ensure the VPN tunnel builds and a successful response can be received at both sides.

Phase 4 - Configuration and Training

- A short phase triggered once the VPN connection has been successfully tested. The Customer site will be set up within the NPEx web interface and the necessary configuration is applied in NPEx to allow messages to be sent and received by NPEx.

- The NPEx PM will provide a full training session during this stage to explain how to set up tests, manage samples and create shipments in the NPEx web interface.
- NB: Before progressing to phase 5 the LIMS interface must be installed by the vendor.

Phase 5 - Testing

Testing is split into two stages:

- Pipe Clean testing: This stage focuses on limited testing between the LIMS and NPEx to check that connectivity is established for message traffic and ensure there are no issues with the connection that has been set up.

- User Acceptance testing: This stage includes a testing partner to test the full end to end process of test referrals and results, in both directions.

Phase 6 - Production Readiness

- Once UAT testing is signed off, the lab will be promoted into the NPEx live environment (also to LIMS live environment). Users are provided with access to the necessary NPEx live systems and the configuration is made and tested.

- This stage also comprises one final testing phase to quickly re-run the full sending/receiving workflow in Live with testing partner.

- Once completed and ready to begin sending live patient requests, the Customer site will be asked to complete the necessary sign off documentation to complete the project.

Phase 7 Go Live Sign-Off

- Project is signed off by the Customer and the Supplier via the Project Sign off document.

- NPEx PM will be unassigned from the project and the Customer will set up in the NPEx Support Desk by providing their details. The NPEx Support Desk can be contacted after this point to raise any further issues or ask any question.

- The Customer is then re-introduced to their Account Manager.

Phase 8 - Go Live Review

- X-Lab's Customer Account Manager will facilitate a project review meeting and discuss post go live service utilisation plans.

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- X-Lab's Customer Account Manager will facilitate annual service review meetings, should the Customer wish to discuss their service performance and utilisation progress and provide any further feedback.

3.   TRAINING

3.1 NPEx Training aims to provide key users the relevant training needed to successfully and confidently use the system. The session is aimed at 2 or 3 people that are intending to be the main admin users of NPEx. Please note, it is preferred that the identified key users are to provide internal training to the staff within the laboratory who will use NPEx daily.

3.2 The training will be conducted virtually via a presentation and will be supported by demonstrations through the NPEx test system. A pre-recorded training session can also be sent also as a resource.

3.3 Onsite training can be provided at the request of the Customer. A Live training session is dependent on a stable internet connection to allow access to NPEx. Should this not be possible, the training will be conducted via a presentation and will be supported by demonstrations through the NPEx test system.

3.4 On completion of the training the customer will sign off that they have received the relevant training via a sign off document in addition to receiving a training certificate.

3.5   Training Objectives:

- Understand and navigate through all aspects of the NPEx system

- Test configuration and set up within NPEx

- Managing and tracking orders

- Dispatch and assemble an NPEx Shipment

- Booking in an NPEx Shipment.

3.6   Training Requirements:

- VPN connection working

- LIMS Interface installed

- One successful message exchange with NPEx in each direction (request in, result out, request out, result in)

3.7   Accompanying training package documents:

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- Full training presentation

- Lab-to-Lab training resource to support internal training
  - NPEx Training Checklist

  - NPEx Training Certificate

  - NPEx Training Feedback

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Schedule 4 - SLA

1.   The Supplier shall deliver the Services in accordance with the service levels detailed in this Schedule 4.

2.   *Service Availability:*

   2.1   The Supplier shall use its commercially reasonable endeavours to ensure that the Service is available throughout the Subscription Term for 99.7% of the time.

   2.2   The target availability detailed at section 2.1 above is understood to be exclusive of planned maintenance carried out during the maintenance window of 8.00pm to 2.00am UK time.

3.   *Incident Resolution:*

   3.1   In the event that the Customer needs to raise an issue to the Supplier than it should do so by contacting the Supplier's support desk via the Supplier's contact details, which shall be provided to the Customer Sites (detailed at Schedule 5) and the Customer.

   3.2   The Supplier provides a Service Desk (Help Desk) between 9:00 and 17:30 Monday to Friday, excluding Bank Holidays ("Working Hours").

   3.3   The Supplier's Support desk shall use its commercially reasonable endeavours to remedy any issues reported in accordance with the Target Resolution Times detailed at section 4 below.

   3.4   The Service Desk is able to receive service support requests via the selfservice portal. All incidents reported through the self-service portal by the service user or detected by the Supplier are recorded and logged on a single system, each incident will be given a unique reference number.

   3.6   The Supplier's service methodology is based on Information Technology Infrastructure Library (ITIL).

   3.7   **Out of Hours:** The Supplier's 3rd line engineering team on call is provisioned as part of this service, their support is triggered by Supplier internal alerting and monitoring of key components of the system, which are designed into the Service to minimise the risk of loss of service. No formal service management is provided outside of Working Hours, which means any support requests logged outside Working Hours will be dealt with between 09:00 and 17:30 (Mon-Fri).

4.   Target Resolution Times:

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(All times detailed in the table below are within Normal Business Hours)

Incident Severity	Details of Severity Level	Target Resolution Time
1	Urgent severity The whole site affected	Before the start of the next Business Day
2	High severity key business affected, no workaround	Before the end of the next Business Day
3	Medium The whole department affected, not a key business, workaround possible	2 Business Days
4	Low Individual user affected	3 Business Days

5.   Escalations: All standard Service Desk incidents must be reported via the Service Desk in the first instance and will not be handled by this escalation process. Should the Customer not be satisfied with any element of the Service or performance against the SLAs then they should escalate this via the following email address:

Escalation email: ▮▮▮▮▮▮▮▮▮▮▮▮▮▮

Schedule 5 - Customer Sites

1.   The Customer Sites where the Services shall be provided are as follows:

Customer Site	Address
UKHSA Colindale	61 Colindale Avenue, London NW9 5EQ
UKHSA Porton	Manor Farm Road, Porton Down, Salisbury Wiltshire, SP4 0JG
UKHSA Leeds	Oak Park Lane, Cookridge, Leeds West Yorkshire, LS16 6RW

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IN WITNESS WHEREOF this agreement is executed as follows:

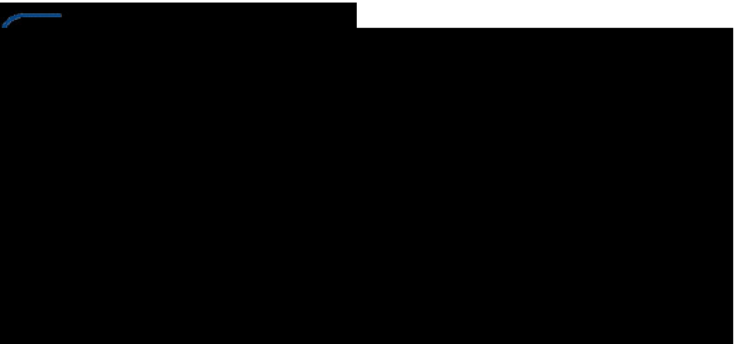SIGNED for and on behalf of **UK Health Security Agency** by:

DocuSigned by:

████████████████████████
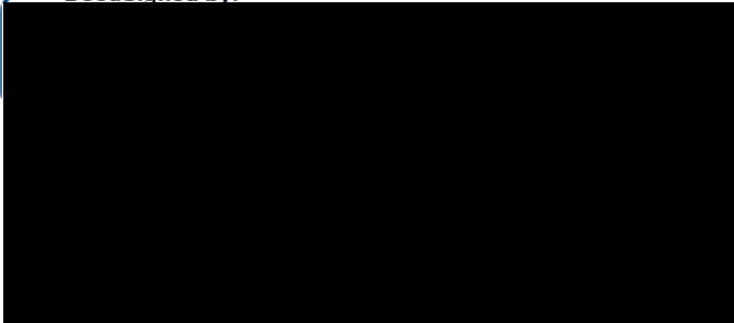
Date Signed: 04/10/2022

Signature: _____

Print name: _____

Job Title: _____

SIGNED for and on behalf of **X-Lab Ltd** by:

████████████████████████

Date Signed: 04/10/2022

Signature: _____

Print name: _____

Job Title: _____

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