SERVICES AGREEMENT

between

DEEPMIND TECHNOLOGIES LIMITED
and
ROYAL FREE LONDON NHS FOUNDATION TRUST

THIS AGREEMENT is made on the Effective Date

PARTIES

(1)   **DEEPMIND TECHNOLOGIES LIMITED** incorporated and registered in England and Wales with company number 07386350 whose registered office is at 5 New Street Square, London, United Kingdom, EC4A 3TW ("**DeepMind**")

(2)   **ROYAL FREE LONDON NHS FOUNDATION TRUST** having its registered address at Pond Street, London, NW3 2QG (the "**Trust**")

each a "**Party**" and together the "**Parties**".

BACKGROUND

(A)   DeepMind is a technology company, specialising in understanding and developing software and artificial intelligence ("**AI**") through the combination of cutting edge techniques from machine learning and systems neuroscience, in order to build and power general-purpose learning algorithms.

(B)   The patient safety and clinical communications needs of the Trust are large and well-suited to advanced mobile software solutions.

(C)   The Trust wishes to be provided with, and DeepMind is willing to supply, the Services on the terms and conditions of this Agreement.

(D)   The Trust is a registered data controller that is acting as commissioner of data processing services from DeepMind to support the direct care of Trust patients.

THE PARTIES AGREE AS FOLLOWS:

1.   INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1   Definitions:

"**Acceptance Tests**":	has the meaning given to it in Clause 4.3.
"**Affiliate**":	in relation to DeepMind: (a) its parent company and (b) any corporate body of which DeepMind directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as DeepMind.
"**Agreement**":	this agreement comprising its Clauses and Schedules and appendices attached to it.
"**Applicable Law**":	the laws of England and Wales and any

2

other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision or receipt of the Services and are binding on the relevant Party.

"Audit Services": the services referred to at Clause 8.

"Background IPR": any IPR that is owned or controlled by or licensed to a Party prior to the date of this Agreement or that is developed or created by or on behalf of a Party otherwise than in the course of the provision of the Services pursuant to this Agreement. Without limitation to the foregoing, the Trust's Background IPR includes any IPR subsisting in or covering the Data and DeepMind's Background IPR includes any IPR subsisting in or covering the DeepMind Software and Documentation.

"Change": any change to this Agreement including to the Roadmap and/or to any of the Services.

"Change Control Procedure": the procedure for changing this Agreement, as set out in Clause 14.

"Confidential Information": any information, data and/or materials belonging or licensed to one Party (or in the case of DeepMind, its Affiliate) which the other Party may receive or obtain in connection with this Agreement that: (i) is personal data (as defined in the Data Protection Legislation); (ii) is marked as confidential; (iii) will or is likely to prejudice the interest of the disclosing Party if disclosed; or (iv) is a trade secret of the disclosing Party; and/or (v) ought reasonably to be understood to be confidential in nature, including, in the case of DeepMind the Developments and the FHIR API, and, in the case of the Trust, the Data.

"Data": the data to be made available by the Trust to DeepMind for the purposes of providing the Services, as described in Schedule 1 to the IPA.

3

"Data Controller":	has the meaning set out in the Data Protection Legislation.
"Data Management Services":	the services referred to at Clause 5.
"Data Processor":	has the meaning set out in the Data Protection Legislation.
"Data Protection Legislation"	the Data Protection Act 1998 as amended, extended, re-enacted and/or any replacement legislation thereafter from time to time.
"Data Subject":	has the meaning given to it in the Data Protection Legislation.
"DeepMind's Services Manager":	the person identified as such pursuant to Clause 12.1.
"DeepMind Software":	Streams: Results Viewing and Alerting and Streams: Task Management.
"DeepMind Software Services":	the services referred to in Clause 6.
"Developments":	all technology, designs, works, inventions, discoveries, software, data, techniques, learnings, algorithms, know-how and other materials that in each case are first conceived of or are first generated in whole or in substantial part in the course of providing the Services or other activities contemplated under this Agreement, including any output classification, characterisation and information gleaned from the Data.
"Dispute":	any dispute arising under, out of or in connection with this Agreement.
"Dispute Resolution Procedure":	the dispute resolution procedure set out in Clause 32.
"Documentation":	any technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as may be provided by DeepMind to the Trust in relation to the Services and/or developed by DeepMind in order to provide the Services including without limitation the Streams User Guide

4

and the Support Guide.

"Effective Date":	the date on which this Agreement is signed by the Parties or, if signed on separate dates, the date on which the last Party signs.
"End Users"	individuals to whom the Trust provides the DeepMind Software.
"Exit Migration Services"	those services reasonably required to enable the orderly cessation of the Data Management Services by the transfer of the Data to the Trust in a format that allows the Trust to enable a suitably qualified and experienced service provider to provide services akin to the Data Management Services.
"FHIR API":	has the meaning given to it in Clause 4.1 and shall include any new releases and/or new versions provided as part of the Support Services.
"FHIR API Development Services":	the Services referred to in Clause 4.
"FOIA":	the Freedom of Information Act 2000 as the same may be amended, extended, re-enacted or replaced from time to time.
"Initial Term":	the period commencing on the Effective Date and ending on the fifth anniversary of the Effective Date.
"IPA":	the Information Processing Agreement between the Parties with an effective date on or around the Effective Date.
"IPR":	any and all patents, utility models, design rights, copyrights, moral rights, trade marks, domain names, database rights, registered and unregistered design rights, rights in respect of confidential information (including rights in know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or

extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Medical Devices Legislation": the Medical Devices Regulations 2002 and the General Product Safety Regulations 2005 (which implement Directive 93/42/EEC in the UK) as applicable, and as extended, amended or replaced from time to time and any relevant guidance, policies, advice or industry alerts produced by the Medicines and Healthcare products Regulatory Agency (MHRA), the European Commissions and/or any other regulator or competent body.

"Milestone": an event or task described in the Roadmap.

"Milestone Date": the target date (if any) set against the relevant Milestone in the Roadmap for completion of the Milestone.

"Mobile Device Policy": has the meaning given to it in Clause 24 (Device Policy).

"Partnership Board" has the meaning given to it in Clause 13.4;

"Payment Plan": the plan or schedule for payment of the Service Charges as set out in Schedule 2.

"Project Governance Board" has the meaning given to it in Clause 13.1;

"Publication": has the meaning given to it in Clause 25.3.

"Replacement Supplier": any supplier who will carry out all or any services similar to the Services in replacement of DeepMind.

"Representative" has the meaning given to it in Clause 22.1.

"Regulatory Body" means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party must comply or which it or they must have regard, including but not limited to:

(a) Information Commissioner's Office;

(b) Care Quality Commission;

(c) Monitor/NHS Trust Development Authority/ NHS Improvement;

(d) NHS England; and

(e) The Department of Health.

"Roadmap":

the roadmap for the implementation and provision of the Services set out in Schedule 1 as the same may be amended from time to time in accordance with the Change Control Procedure.

"Service Charges":

the charges and any other payments which shall become due and payable by the Trust to DeepMind in respect of the Services in accordance with the provisions of this Agreement, as such charges are set out in Schedule 2.

"Services":

the services to be delivered by or on behalf of DeepMind under this Agreement, including the FHIR API Development Services, the Data Management Services; the DeepMind Software Services; the Support Services; the Audit Services and, if so agreed pursuant to Clause 30.9.1, the Exit Migration Services; and a reference to the Services means any of the Services (or any part of any of them).

"Services Managers":

the Trust's Services Manager and DeepMind's Services Manager.

"Streams: Results Viewing and Alerting"

the Streams: Results Viewing and Alerts mobile application, being a Class I non-measuring medical device provided in the form of a standalone mobile software application that can presently assess the real-time detection of AKI with patients and which is extensible generally to (i) patient safety alerts, and (ii) real time detection and decision support to support treatment and avert clinical deterioration across a range of diagnoses and organ systems, including any new releases and/or

"Trust's Services Manager":	the person identified as such pursuant to Clause 12.1.
"Trust Responsibilities":	the responsibilities and/or obligations of the Trust as specified in this Agreement or the IPA.
"VAT":	value added tax as provided for in the Value Added Tax Act 1994, as amended, extended, re-enacted or replaced from time to time.
"Working Day":	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

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 requires otherwise, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context requires otherwise, 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 amended, extended, re-enacted or replaced from time to time.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 A reference to writing or written includes fax and email.

1.10 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.11 Unless the context otherwise requires, references to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to Paragraphs are to Paragraphs of the relevant Schedule.

new versions (including, without limitation, releases to include the development of functionality for vital signs entry and viewing as set out in the Roadmap) provided as part of the Support Services.

"Streams: Task Management": the Streams: Task Management mobile application being a clinical task management and text based messaging platform provided in the form of a mobile software application, including any new releases and/or new versions provided as part of the Support Services.

"Streams User Guide" the user guide for the DeepMind Software to be provided by DeepMind to the Trust pursuant to Clause 6.1 as the same may be updated by DeepMind and provided to the Trust from time to time.

"Sub-Contract": any contract between DeepMind and a third party pursuant to which DeepMind agrees to source the provision of any of the Services from that third party.

"Sub-Contractors": those persons with whom DeepMind enters into a Sub-Contract or its or their servants or agents.

"Support Guide": the support and maintenance guide to be provided to the Trust by DeepMind, as the same may be updated by DeepMind and provided to the Trust from time to time.

"Support Services": the services referred to at Clause 7.

"Term": the period of the Initial Term as may be varied by:

(a) any extensions to this Agreement which are agreed pursuant to Clause 2.2; or

(b) the earlier termination of this Agreement in accordance with Clause 30.

"TUPE Regulations": the Transfer of Undertakings (Protection of Employment) Regulations 2006.

8

1.12 Any words following the terms including, include, in particular, for example or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall take effect on the Effective Date and shall continue for the Term.

2.2 At least twelve (12) months prior to expiry of the Initial Term, the Parties shall meet to discuss in good faith whether to agree an extension to the Initial Term for such further period(s) of time as the Parties consider appropriate, taking into account progress and fulfilment of the Roadmap.

2.3 If the Parties cannot agree upon any such extension, this Agreement shall expire on the expiry of the Initial Term.

2.4 The Parties agree that the Information Sharing Agreement entered into on or around 24 September 2015 by or on behalf of the Parties is terminated with effect from the Effective Date of the IPA. The Information Sharing Agreement is hereby superseded by the IPA.

3. SERVICES

3.1 The Trust appoints DeepMind to provide, and DeepMind agrees to provide, the Services to the Trust pursuant to the terms and conditions of this Agreement.

3.2 In providing each of the Services, DeepMind shall at all times:

   3.2.1 use reasonable skill, care and diligence;

   3.2.2 allocate sufficient resources to provide the Services in accordance with the terms of this Agreement; and

   3.2.3 provide such reasonable co-operation and information in relation to the Services to such of the Trust's other suppliers as the Trust may reasonably require for the purposes of enabling such suppliers to create and maintain any interfaces that may be reasonably required by the Trust to interact with the FHIR API.

3.3 DeepMind shall use reasonable endeavours to achieve each of the Milestones by the relevant Milestone Date set out in the Roadmap, but any such dates shall be estimates only, and time shall not be of the essence in this Agreement.

3.4 If, at any time, DeepMind becomes aware that it will not (or is unlikely to) successfully achieve any Milestone by the applicable Milestone Date, it shall promptly inform the Trust of the fact of the delay, the reasons for the delay, the consequences of the delay for the timescales set out in the Roadmap and how DeepMind proposes to mitigate the delay. The Parties shall agree an appropriate extension to the timescales (including any Milestone Dates) specified in the Roadmap in accordance with the Change Control Procedure.

3.5   DeepMind agrees that it shall comply with all its obligations as an employer or provider of the Services as set out in legislation and regulations having the force of law and applicable to DeepMind relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 and the Human Rights Act 1998 ("**Equality Legislation**") and take steps to ensure its employees do not unlawfully discriminate within the meaning of the Equality Legislation.

4.   FHIR API DESIGN AND DEVELOPMENT

4.1   DeepMind will design and develop a generalised, open application programmable interface (FHIR DSTU2 with local profiles and extensions as agreed between the Parties and recorded in the Roadmap ("**Specification**")) (the "**FHIR API**") to support application access to the Data.

4.2   DeepMind shall deliver to the Trust proposed acceptance criteria and test data for the FHIR API. These criteria and data shall be such as are reasonably required to show that the FHIR API meets the Specification. The Trust shall provide DeepMind with reasonable assistance to prepare such user acceptance criteria and test data at DeepMind's request. The parties shall use their reasonable endeavours to agree the acceptance criteria and test data for the FHIR API as soon as reasonably practicable following the date of delivery to the Vendor of the proposed criteria and data.

4.3   DeepMind shall carry out the acceptance tests agreed between the Parties under Clause 4.2 (the "**Acceptance Tests**") for the FHIR API. DeepMind shall give the Trust at least forty-eight (48) hours' notice of the start of the Acceptance Tests, and permit the Trust to observe all or any part of the testing.

4.4   If the FHIR API fails to pass the Acceptance Tests, DeepMind shall provide a written notice to the Trust, giving details of such failure(s). DeepMind shall use reasonable endeavours to remedy the deficiencies, and the relevant test(s) shall be repeated within a reasonable time.

4.5   If the FHIR API fails in some material respect to pass any repeated Acceptance Tests within four (4) weeks from the date of its second submission to the Acceptance Tests, then the Parties may agree in writing either:

4.5.1   to fix a new date for carrying out further tests on the FHIR API on the same terms and conditions; or

4.5.2   to install the FHIR API subject to such change of acceptance criteria or amendment of the Specification as is reasonable, after taking into account all the relevant circumstances.

4.6   If DeepMind is unable to correct material defects within a period of three (3) months from the end of Acceptance Tests under Clause 4.4 (or if agreed, under Clause 4.5.1) and the Parties do not agree to install the FHIR API pursuant to Clause 4.5.2, then

either Party may terminate this Agreement immediately by written notice to the other Party without further liability to the other Party.

4.7 Acceptance of the FHIR API shall be deemed to have occurred on the earlier of (i) the signing by DeepMind of an acceptance certificate following successful completion of the Acceptance Testing; or (ii) the Trust commencing operational use of the FHIR API.

5. DATA MANAGEMENT SERVICES

5.1 With effect from the date specified in the Roadmap, DeepMind shall, acting as a Data Processor for the Trust as Data Controller, provide and maintain one (1) or more data centres in England for the storage and maintenance of the Data.

5.2 The Trust shall provide the Data to DeepMind in the manner and on the dates set out in the Roadmap.

5.3 The Parties shall each comply with their respective obligations under the IPA in relation to the processing of the Data.

6. DEEPMIND SOFTWARE

6.1 With effect from the date specified in the Roadmap, DeepMind shall provide the DeepMind Software and the Streams User Guide to the Trust for the Trust to make the DeepMind Software and the Streams User Guide available to End Users who are employees or contractors of the Trust, on and subject to the terms of this Agreement.

6.2 The Trust shall ensure that the DeepMind Software is made available to End Users subject to their acceptance of an end-user licence agreement to be provided by DeepMind.

6.3 If so agreed between DeepMind and the Trust, DeepMind will provide basic training to prospective End Users as to the use of the DeepMind Software. Such training will be provided at a time and location to be agreed between the Parties.

7. SUPPORT AND MAINTENANCE SERVICES

7.1 With effect from the date specified in the Roadmap, DeepMind shall provide the Trust with remote maintenance and support for the DeepMind Software and the FHIR API in accordance with the Support Guide.

8. AUDIT SERVICES

8.1 With effect from the date specified in the Roadmap, DeepMind shall use reasonable endeavours to develop and provide the Trust with a service to allow the Trust to obtain an accessible audit history in relation to the Data.

9. TRUST RESPONSIBILITIES

9.1 The Trust shall:

9.1.1   provide DeepMind with:

9.1.1.1   all necessary co-operation in relation to this Agreement; and

9.1.1.2   all necessary access to such information as may be required by DeepMind in order to render the Services, including but not limited to the Data, security access information and software interfaces to the Trust's other applications;

9.1.2   provide such personnel assistance, including from the Trust's Services Manager and other Trust personnel, as may be reasonably requested by DeepMind from time to time;

9.1.3   comply with all Applicable Law with respect to its activities under this Agreement; and

9.1.4   carry out all other Trust Responsibilities set out in this Agreement or in the IPA in a timely and efficient manner.

9.2   Without prejudice to any other rights or remedies available to either party, and subject to Clauses 9.3 and 13.3, DeepMind shall:

9.2.1   not be in breach of this Agreement or the IPA as a result of any failure to perform its obligations under this Agreement or the IPA;

9.2.2   not be liable under or in connection with this Agreement or the IPA; and

9.2.3   be entitled to recover such reasonable costs where it fails to meet a Milestone, to the extent such costs are incurred by DeepMind as a consequence of DeepMind failing to meet that particular Milestone by the agreed Milestone Date (including as may be extended from time to time in accordance with Clause 3.4) and to invoice such costs in accordance with Clause 10 (Charging and Invoicing),

to the extent that such breach or liability or reasonable costs incurred occur as a result of the Trust's failure or delay in carrying out the Trust Responsibilities.

9.3   For the avoidance of doubt, for the purposes of Clause 9.2.3, reasonable costs shall not include any costs incurred by DeepMind in relation to any Milestone which has been completed and signed off in accordance with Clause 13.3.2.

10. CHARGING AND INVOICING

10.1

10.2

10.3

10.4

10.5 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Agreement.

10.6 All sums payable by either Party under this Agreement shall be paid in sterling.

10.7 Each Party shall be solely responsible for all taxes, national insurance or other withholdings or contributions which may be payable out of or as a result of the receipt of any monies paid or payable to it in respect of this Agreement provided that the Service Charges payable are exclusive of VAT and all other similar taxes and duties which, if applicable, shall be payable in addition.

10.8 Without prejudice to any other right or remedy that it may have, if either Party fails to pay the other any sum due and payable under this Agreement by the due date, the paying Party shall pay interest on the overdue amount at the rate of 3% per annum above the Barclays Bank plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

11. SUPPLY CHAIN

11.1 DeepMind shall not Sub-Contract any of its obligations under this Agreement without the Trust's prior written consent, which consent shall not be unreasonably withheld or delayed. The Trust hereby irrevocably consents to DeepMind Sub-Contracting to the entities listed in Schedule 3.

11.2 In order to help the Trust reach a decision on a proposed Sub-Contract, DeepMind shall provide the Trust with a copy of any proposed Sub-Contract, together with any other information that the Trust may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this Agreement.

11.3 Despite its right to Sub-Contract pursuant to this Clause 11, DeepMind shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. An obligation on DeepMind to do, or to refrain from doing, any act or thing shall include an obligation on DeepMind to procure that its employees, staff and agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

12. PROJECT MANAGEMENT

12.1 No later than ten (10) days after the Effective Date, each Party shall appoint a Services Manager and shall notify the other Party of the name and qualifications of the person appointed as its Services Manager. The Services Managers shall have the

responsibility and commensurate authority for management of the day-to-day delivery of and progress of the Services.

12.2 The Parties' Services Managers shall co-operate with one another and shall attend meetings at reasonable intervals not less than once a fortnight to advise and assist the other Party on all matters relating to the Services.

12.3 If either Party's Services Manager is replaced, that Party shall consult with the other Party's Services Manager about the identity of a suitable replacement.

12.4 DeepMind shall prepare and submit to the Trust a report on the progress of the Services at reasonable intervals, showing completed Milestones (as identified in the Roadmap) and sprint burndown charts, and identifying any issues or risks to the delivery of the Services identified during that period.

13. PROJECT GOVERNANCE

13.1 The Parties shall establish a governance board consisting of four (4) individuals, comprising two (2) representatives of each Party ("**Project Governance Board**"). As at the Effective Date, the members of the Project Governance Board are:

DeepMind:

Name/Title:

Name/Title:

Trust:

Name/Title:

Name/Title:

13.2 Each Party may from time to time change its representatives on the Project Governance Board by notifying the other Party with the name of its new representative. Any change of representatives shall be recorded in writing in the meeting minutes of the Project Governance Board.

13.3 The Project Governance Board will be responsible for the overall management of the Services, including:

13.3.1 monitoring and reviewing the progress of the Services and agreeing plans to mitigate any risks in relation to delays or failures in meeting any timescales specified in the Roadmap;

13.3.2 reviewing, and (where applicable in accordance with the Roadmap) signing off on successful completion of, any Milestones specified in the Roadmap;

13.3.3 as a consequence of the activities set out in Clauses 13.3.1 and 13.3.2, considering whether any Changes are required to mitigate any risk of breach of this Agreement and/or the IPA;

13.3.4

13.3.5 meeting at least once every month (or more frequently as agreed between the Parties) to discuss the progress of the Services;

13.3.6 considering and agreeing Changes pursuant to the Change Control Procedure;

13.3.7 considering any Dispute and what actions to take in relation to any Dispute; and

13.3.8 liaising with the Information Governance Board established pursuant to the IPA and consulting with the Information Governance Board in relation to issues relevant to the Parties' obligations under the IPA.

13.4 For the avoidance of doubt, the remit of the Project Governance Board is set out in this Clause 13.3 and is limited to the Services, this Agreement and the IPA. The Parties acknowledge that one or more senior executive of each Party may meet from time to time to manage the overall relationship between the Parties and to maintain general oversight of the arrangements set out in this Agreement and IPA. This arrangement shall be referred to as the "Partnership Board" for the purposes of this Agreement.

13.5 Subject to Clause 13.8, the Parties acknowledge that:

13.5.1 each representative member of the Parties shall, insofar as possible, have delegated authority to take decisions (whether operational and/or financial) at meetings of the Project Governance Board relating to this Agreement, the IPA and/or the Services that bind the Parties;

13.5.2 members of the Project Governance Board may not always have delegated authority to make decisions that bind the Parties where, for example a decision has a material or operational impact on the Parties individually, and where a representative member of the Project Governance Board does not have the appropriate delegated authority (including, for example, any limits on financial expenditure) to take a decision at a meeting of the Project Governance Board, the Project Governance Board may make recommendations to that Party and a recommendation of the Project Governance Board will only be binding on the Parties to the extent it is accepted by that Party; and

13.5.3 each Party is responsible for making its own decisions, in relation to this Agreement, the IPA and/or the Services, in accordance with the terms of this Agreement and the IPA, each respective Party's governing documents and statutory duties.

13.6 All material decisions of the Project Governance Board shall be recorded in writing and will be communicated to each Party by its representative.

13.7 Each Party shall be entitled to convene a meeting of the Project Governance Board which, unless otherwise agreed between the Parties, will require no less than 14 days' notice to the other Party.

13.8 The quorum for a meeting of the Project Governance Board shall be two individuals, one representing each Party. No valid meeting of the Project Governance Board may be held unless a quorum is present. All decisions of the Project Governance Board must be unanimous.

13.9 For the avoidance of doubt, the Project Governance Board shall not have the power to make any Changes, but may recommend to the Parties Changes to this Agreement to be made in accordance with the Change Control Procedure.

14. CHANGE CONTROL

14.1 Any requirement for a Change shall be subject to the Change Control Procedures set out in this Clause 14:

    14.1.1 If either Party wishes to propose any Change, it shall submit details of the requested Change to the other via the Project Governance Board in writing.

    14.1.2 If either Party requests a Change, DeepMind shall, if applicable and within a reasonable time, provide a written estimate to the Trust of:

        (a) the likely time required to implement the Change;

        (b) any variations to the Service Charges arising from the Change;

        (c) the likely effect of the Change on the Roadmap; and

        (d) any other impact of the Change on the terms of this Agreement and/or the IPA.

    14.1.3 Within a reasonable period from receipt of the estimate referred to in Clause 14.1.2, the Project Governance Board shall discuss and agree whether the requested Change shall be made. If DeepMind requests a Change to the scope of the Services, the Trust shall not unreasonably withhold or delay consent to it.

14.2 If the Parties agree to proceed with the Change, DeepMind shall not have any obligation to proceed with the Change unless and until the Parties have agreed and signed a written agreement specifying, in particular, any changes to the Service Charges and/or the Roadmap.

15. PERSONNEL

15.1 DeepMind undertakes that its employees and contractors, while on the Trust's premises, will comply with all relevant and lawful rules and regulations laid down by the Trust from time to time for the behaviour of its own employees and contractors, as notified in writing to DeepMind from time to time.

15.2 Each Party shall comply with its obligations under the TUPE Regulations (and, in the case of the Trust, it shall procure that any Replacement Supplier shall also comply) in

circumstances where the TUPE Regulations apply, on the cessation of all or any part of the Services under this Agreement and the commencement of any similar services with a Replacement Supplier.

16. IPR OWNERSHIP

16.1 All Background IPR is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IPR has derived) and this Agreement does not affect the ownership of any such Background IPR, or any technology, designs, works, inventions, software, data, techniques, know-how or other materials independently developed by or on behalf of either Party during the Term. No rights are granted by either Party under its Background IPR except as expressly set out in this Agreement.

16.2 DeepMind shall own the IPR subsisting in or covering (i) the FHIR API; (ii) the DeepMind Software; (iii) the Documentation; and (iv) the Developments; and any improvements, modifications, developments to and/or derivative works of any of the foregoing and including, for the avoidance of doubt, any other IPR which may be developed or created by or on behalf of DeepMind in the design, development and/or deployment of the FHIR API or the DeepMind Software or otherwise in the provision of the Services.

16.3 The Trust shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that DeepMind may consider necessary or desirable to perfect the right, title and interest of DeepMind in and to the IPR owned by DeepMind pursuant to Clause 16.2.

17. LICENCE TO BACKGROUND IPR

17.1 The Trust grants to DeepMind (i) a non-exclusive, royalty-free, world-wide, sub-licensable licence to use the Trust's Background IPR (including any IPR subsisting in the Data) during the Term solely for the purpose of provision of the Services by DeepMind pursuant to this Agreement; and (ii) a non-exclusive, royalty-free, perpetual, irrevocable, world-wide, sub-licensable licence to use, copy, prepare derivative works of and otherwise use and exploit for DeepMind's business purposes the Trust's Background IPR (other than Background IPR subsisting in the Data) to the extent such Background IPR is incorporated in the FHIR API and/or the DeepMind Software and/or the Documentation and/or the Developments; and any improvements, modifications, developments to and/or derivate works of any of the foregoing.

18. LICENCE TO FHIR API

18.1 DeepMind grants to the Trust, on and subject to the terms of this Agreement (and in particular subject to Clause 30.9.6), a non-exclusive, non-transferable, non-sublicensable (other than as expressly stated in this Clause 18.1), royalty-free licence to use the FHIR API during the Term solely for the Trust's internal non-commercial use (which shall include the Trust allowing third party suppliers to use FHIR API on its behalf subject to all relevant licence restrictions, and, for the avoidance of doubt, excluding use by or on behalf of the Trust for the purpose of providing services to any third parties).

19. LICENCE TO DEEPMIND SOFTWARE AND DOCUMENTATION

19.1   DeepMind grants to the Trust, on and subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable licence to allow End Users who are employees or contractors of the Trust to use the DeepMind Software (in object code only) and the Documentation during the Term solely for the Trust's internal, non-commercial activities (and excluding, for the avoidance of doubt, use by or on behalf of the Trust for the purpose of providing services to any third parties).

20. LICENCE RESTRICTIONS

20.1   Except as expressly permitted under this Agreement or by Applicable Law which is incapable of exclusion by the Parties, the Trust shall not (a) sub-license, rent, lend, assign or transfer in any other way the FHIR API, DeepMind Software or Documentation to any person; (b) make adaptations, derivate works or variations of the FHIR API, DeepMind Software or Documentation; or (c) disassemble, decompile, reverse engineer or in any other manner decode the FHIR API, DeepMind Software or Documentation, in each case without the prior written consent of DeepMind.

20.2   The Trust may make such copies of the FHIR API and/or the DeepMind Software and/or the Documentation as are reasonably necessary for use in accordance with this Agreement and for the purposes of backup and security. The Trust has no right to make, or authorise the making of, any other copies of the FHIR API or the DeepMind Software or the Documentation and shall take reasonable steps to prevent unauthorised copying. DeepMind will own all such copies and the Trust shall ensure that all proprietary notices contained in the FHIR API and/or the DeepMind Software and/or the Documentation shall be maintained in such copies.

20.3   The Trust shall not:

    20.3.1   give access to the FHIR API and/or DeepMind Software and/or the Documentation through any network of computers to users who are not employees or contractors of the Trust;

    20.3.2   sub-license, rent, lend, assign or transfer in any other way the FHIR API and/or the DeepMind Software and/or the Documentation to any person except to the extent expressly set out in this Agreement;

    20.3.3   attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the DeepMind Software and/or the Documentation and/or the FHIR API except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties; or

    20.3.4   use all or any part of the DeepMind Software and/or the FHIR API in order to build a product or service which competes with the DeepMind Software and/or the Services.

21. MEDICAL DEVICE REGULATORY COMPLIANCE

21.1 Streams: Results Viewing and Alerting is a Class I medical device without a measuring function in the form of a standalone mobile software application, in accordance with the definition of a medical device in the Medical Devices Legislation.

21.2 Streams: Results Viewing and Alerting is intended to be used by registered healthcare professionals (clinicians) in secondary care in England that are involved in the treatment of Acute Kidney Injury. The device permits access to clinicians when they are authorised by the organisation using the organisation's authentication server.

The device provides the clinician the raw data from the servers used by the organisation and a notification when a patient is detected to be experiencing AKI along with the AKI severity. The AKI severity is obtained by processing the raw data using the device's own coded version of the NPSA algorithm. The AKI severity is then used to notify clinicians of patients who may need a more urgent clinical intervention. Only patients undergoing creatinine blood tests will cause such a notification however, all patients that are admitted to the organisation can also be viewed together with tests that they have had conducted.

The device is intended to be used alongside existing Electronic Health Records and Pathology systems within the organisation and must not be considered a replacement.

The clinician is able to lookup a patient by their name, NHS number, date of birth or Medical Record Number (MRN), view their test results and coded diagnoses as well as mark (starring) them for viewing later if required.

21.3 The manufacturer of Streams: Results Viewing and Alerting within the meaning set out in the Medical Devices Legislation is DeepMind Technologies Limited.

21.4 DeepMind shall ensure that:

21.4.1 Streams: Results Viewing and Alerting is CE marked and managed in accordance with the Medical Devices Legislation;

21.4.2 the clinical performance and safety of Streams: Results Viewing and Alerting is appropriately monitored and that updates/fixes to Streams: Results Viewing and Alerting are made where necessary (including as a consequence of any complaints, malfunctions or problems with the use of Streams: Results Viewing and Alerting) and in accordance with the Medical Devices Legislation; and

21.4.3 details of any complaints, malfunctions or problems with the use of Streams: Results Viewing and Alerting are provided to the Trust as soon as is reasonably practicable.

21.5 The Trust will ensure that:

21.5.1 any instructions that it provides to End Users regarding the use of Streams: Results Viewing and Alerting are consistent with the intended purpose,

labelling and instructions for use included within the Streams: Results Viewing and Alerting software application; and

21.5.2   it provides details of any complaints, malfunctions or problems with the use of Streams: Results Viewing and Alerting to DeepMind as soon as is reasonably practicable.

21.6   The Streams: Task Management software application is a separate module within the above mobile software application which is not a medical device since it does not have a medical purpose within the scope of the definition of a medical device in the Medical Devices Legislation, nonetheless:

21.6.1   the intended purpose of Streams: Task Management is to allow members of a clinical team to collaborate and send messages using a fast and familiar interface;

21.6.2   DeepMind will provide End Users with instructions for the appropriate use of Streams: Task Management;

21.6.3   the Trust will ensure that any instructions that it provides to End Users regarding the use of Streams: Task Management are consistent with the instructions provided by DeepMind;

21.6.4   the Trust will provide details of any complaints, malfunctions or problems with the use of Streams: Task Management to DeepMind as soon as is reasonably practicable; and

21.6.5   DeepMind will provide details of any complaints, malfunctions or problems with the use of Streams: Task Management to the Trust as soon as is reasonably practicable.

21.7   The Trust will ensure that it has obtained any required authorisation and approvals that are necessary for its use of the DeepMind Software.

22.   CONFIDENTIALITY

22.1   Subject to the remainder of this Clause 22 and Clause 23, each Party shall, and shall procure that its Affiliates, directors, employees, officers, agents, internal and external auditors or advisers ("**Representatives**") shall:

22.1.1   not use or exploit the other Party's Confidential Information for any purpose other than envisaged under this Agreement;

22.1.2   not disclose or make available the other Party's Confidential Information in whole or in part to any third party (other than its Representatives who need to know the Confidential Information for the purposes envisaged under this Agreement) or to the extent required by law or by a governmental or regulatory authority of competent jurisdiction; and

22.1.3 not copy, reduce to writing or otherwise record the other Party's Confidential Information except as strictly necessary for the purposes envisaged under this Agreement.

22.2 The provisions of this Clause 22 shall not apply to:

22.2.1 any information which is in the public domain at the date of this Agreement or which subsequently comes into the public domain other than by breach of this Agreement or any other confidentiality agreement;

22.2.2 any information obtained without any obligation of confidence from a third party that is not in breach of a confidentiality agreement with the disclosing Party concerning the information obtained; or

22.2.3 any information independently developed without access to the other Party's Confidential Information.

22.3 Nothing in this Clause 22 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business or activities to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

23. FREEDOM OF INFORMATION ACT

23.1 DeepMind acknowledges that the Trust is subject to the FOIA and the Codes of Practice issued revised from time to time under both section 45 of FOIA and regulation 16 of the Environmental Information Regulations 2004 ("**EIR**"), in each case as may be amended, updated or replaced from time to time.

23.2 DeepMind shall provide assistance and co-operation as reasonably requested by the Trust to enable the Trust to comply with its disclosure obligations under the FOIA and EIR. DeepMind and the Trust agree that:

23.2.1 this Agreement, the IPA and any other recorded information held by DeepMind for the purposes envisaged under this Agreement and/or the IPA are subject to the obligations of the Trust under the FOIA and EIR;

23.2.2 the Trust may be required to disclose information concerning DeepMind and this Agreement and/or the IPA. The Trust must give reasonable notice to DeepMind of any FOIA or EIR request it receives which relates to DeepMind, this Agreement and/or the IPA (and in any event shall give DeepMind notice of such request within two (2) Working Days of receiving it). The Trust agrees to give due consideration to any information provided by DeepMind about its position in relation to the request prior to making any disclosure of the information requested and the Trust shall inform DeepMind of its decision on whether to disclose the information requested in advance of informing the individual/s who made the request under FOIA or EIR. DeepMind accepts that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA or EIR is a decision solely for the Trust to whom the request is addressed. However, DeepMind may, in providing

information to the Trust, pre-emptively mark information that in DeepMind's reasonable view would be exempt from any subsequent FOIA or EIR request (for example, due to reasons of confidentiality or commercial sensitivity) and the Trust shall have due regard to such markings in making any determination; and

23.2.3   where DeepMind receives a request for information under FOIA or EIR relating to this Agreement and/or the IPA, it will not respond directly to that request (unless directed to do so by the Trust) and will promptly (and in any event within two Working Days of receipt) transfer the request to the Trust.

24.   DEVICE POLICY

24.1   Unless agreed otherwise with DeepMind, clinicians or employees working for the Trust will use their own device or Trust-owned devices to use the DeepMind Software.

24.2   The Trust shall:

24.2.1   maintain a mobile device policy to be agreed with DeepMind that is consistent with currently accepted best practice and in line with relevant guidance issued by the Centre for the Protection of National Infrastructure, CESG and the ICO (the "**Mobile Device Policy**");

24.2.2   maintain technical controls to remotely secure (including remote deletion of information), manage and support the personally-owned devices, to the highest level of security available, offering only approved employees controlled and time-limited access to an encrypted shell of relevant clinical data to be confirmed and audited by DeepMind prior to deployment;

24.2.3   ensure that each clinician or employee is made aware of the Mobile Device Policy and has signed a copy of the Mobile Device Policy to show that they acknowledge and understand their obligations;

24.2.4   inform DeepMind without unreasonable delay on becoming aware that any device using the DeepMind Software has been or may have been lost, stolen, damaged or accessed in an authorised manner; and

24.2.5   ensure that only appropriate trained and qualified clinical staff have access to the DeepMind Software and that appropriate restrictions on use are reflected in the Mobile Device Policy and enforced by the Trust.

25.   PUBLICATIONS

25.1   Any publication relating to the Services or this Agreement must be in accordance with the Anonymisation Standard for Publishing Health and Social Care Data - ISB 1523.

25.2   Prior to any publication relating to the Services or this Agreement, the draft publication will be subject to written approval by the Parties' Services Managers, who shall take into account Clause 25.1 above as well as the need to avoid disclosure of either Party's Confidential Information or commercially sensitive information by the

other Party. Without limitation to the foregoing, the publishing party will consider in good faith any reasonable requests made by the other party to remove or redact its Confidential Information or commercially sensitive information prior to publication of the same.

25.3   Each of the Trust and DeepMind acknowledges that the other Party (and, in the case of DeepMind, its Affiliates) may present the results relating to the provision and use of the Services at symposia and/or publish in academic journals or other media of their choosing (each, a "**Publication**"), subject to this Clause 25. The publishing party shall include an appropriate acknowledgement of the other Party's support in any such Publication, in accordance with academic standards and customs.

26.   PUBLICITY

26.1   Any publicity must be in accordance with the Trust's communications policy, a copy of which shall be provided by the Trust to DeepMind, as updated or amended from time to time and communicated by the Trust to DeepMind.

26.2   Neither Party shall use the names or logos of the other Party in any publicity, advertising or news release without the prior written approval of the other Party.

26.3   Save as permitted pursuant to Clause 25 or as required by Applicable Law, neither Party will issue any previously unreleased information or statement to the press or public relating to the Services, this Agreement or the IPA without the prior written consent of the other Party.

27.   WARRANTIES AND REPRESENTATIONS

27.1   Each Party warrants and represents that:

27.1.1   it has full capacity and authority to enter into and to perform this Agreement;

27.1.2   this Agreement is executed by a duly authorised representative of that Party; and

27.1.3   so far as it is aware, no freedom-to-operate searches having been carried out, it is entitled to grant the licences as set out in this Agreement.

27.2   DeepMind warrants and represents that:

27.2.1   it shall perform and procure the performance of its obligations under this Agreement in compliance with all Applicable Law;

27.2.2   it shall discharge its obligations under this Agreement with reasonable skill, care and diligence.

27.3   The Trust warrants and represents that:

27.3.1   it has, and will continue to have, all permissions, consents (including without limitation consents from Data Subjects), approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory,

contractual or otherwise) and rights in and to the Data and any other materials made available by the Trust to DeepMind to enable it to perform the Services; and

27.3.2 DeepMind's use of the Data as contemplated under this Agreement and the IPA shall not infringe the rights of any third party or cause DeepMind to be in breach of any Applicable Law.

28. LIMITATIONS ON LIABILITY

28.1 The FHIR API, DeepMind Software, the Documentation, the Services, and/or any results or outputs of the Services provided by DeepMind shall not be regarded as providing any medical advice, professional medical or health care opinion, medical treatment or otherwise take the place of professional health care to any individual as would be offered by a professional health care provider or replacing the clinical judgment of a treating health care professional. In particular the DeepMind Software should only be used for the intended purpose (as defined in Clause 21) and in accordance with the instructions for use provided by DeepMind.

28.2 DeepMind does not represent, warrant or undertake that the FHIR API, the DeepMind Software, the Documentation, and/or any results or outputs of the Services will meet the health or medical requirements of any person. The Trust shall ensure that personnel are trained in the appropriate use of the DeepMind Software and/or any results or outputs of the Services used by Trust personnel. The Trust shall not authorise, allow or promote the use of the FHIR API, the DeepMind Software and/or any Results otherwise than as authorised and in accordance with any intended purpose, instructions for use, or training requirements provided by DeepMind.

28.3 DeepMind shall not be liable for the Trust's, its personnel's (including any End User's) or its agents' use of the FHIR API, the DeepMind Software, the Documentation, and/or any results or outputs of the Services as a result of or in connection with the provision of any medical treatment or advice provided by the Trust using or based on the same. Accordingly, the Trust shall indemnify and keep DeepMind indemnified in respect of any losses, liabilities, fines, charges, damages, actions, costs and expenses (including legal expenses actually incurred) and costs of investigation, litigation, settlement, judgment, interest and penalties that are suffered or incurred by DeepMind and/or its Affiliates as a result of or in connection with any third party claim brought against DeepMind and/or its Affiliates arising out of, as a result of, or in connection with the Trust's, it's personnel's (including any End User's) or its agents' use of the FHIR API, the DeepMind Software, the Documentation, and/or any results or outputs of the Services for the provision of any medical treatment or advice provided by the Trust using or based on the same.

28.4 Subject to Clause 28.6, neither Party will have any liability, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, in relation to, or in connection with, this Agreement and/or the IPA for any (i) loss (whether direct or indirect) of profits, goodwill, or further business, or any loss (whether direct or indirect) of anticipated savings, wasted expenditure, or any loss of or damage to goodwill or reputation; (ii) any loss (whether direct or indirect) under or in relation to any other contract with a third party; (iii) any loss or corruption of data;

or (iv) any special, incidental, indirect or consequential losses, in each case whether or not foreseeable or contemplated by the Parties as at the Effective Date.

28.5 Subject to Clause 28.6, each Party's total aggregate liability, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, this Agreement and/or the IPA will be limited to five million pounds sterling (GBP £5,000,000).

28.6 Nothing in this Agreement will exclude or limit either Party's liability:

28.6.1 for death or personal injury resulting from its (or its agents') negligence;

28.6.2 for fraud or fraudulent misrepresentations;

28.6.3 under the indemnity set out in Clause 28.3; or

28.6.4 for matters for which liability cannot be excluded or limited as a matter of law.

28.7 Nothing in this Clause 28 shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

28.8 The provisions of this Clause 28 shall survive the termination or expiration of this Agreement.

29. **INSURANCE**

29.1 DeepMind will maintain, at its expense, insurance (which may be by programs of self-insurance) with the following minimum limits:

29.1.1 Commercial General Liability insurance, including worldwide products liability, completed operations coverage, and contractual liability coverage) on an occurrence basis for bodily injury, death, "broad form" property damage, and personal injury, with coverage limits of not less than one million pounds sterling (GBP £1,000,000) per occurrence;

29.1.2 Workers Compensation insurance as required by law, including employer's liability coverage for injury, disease and death, with coverage limits of not less than one million pounds sterling (GBP £1,000,000) per accident and employee;

29.1.3 if DeepMind's provision of services includes consultative, design, or development services, then DeepMind will additionally maintain professional liability insurance, for limits of not less than one million pounds sterling (GBP £1,000,000) per claim; and

29.1.4 Umbrella (Excess) Liability insurance on an occurrence form, for limits of not less than one million pounds sterling (GBP £1,000,000) per occurrence. As an alternative to maintaining Umbrella (Excess) Liability insurance, each

Party can meet this requirement by maintaining two million pounds sterling (GBP £2,000,000) of Commercial General Liability insurance.

29.2 The Trust will maintain at its own expense membership of the indemnity schemes run by the National Health Services Litigation Authority, specifically the Clinical Negligence Scheme for Trusts (CNST) and the Liability to Third Parties Scheme (LTPS).

29.3 The foregoing coverage limits will not lower the coverage limits of either Party's policies, and will not affect or limit either Party's obligations or liability under this Agreement. All of a Party's activities under this Agreement will be at that Party's own risk, and that Party's employees and agents will not be entitled to any benefits under the policies of insurance maintained by the other Party.

29.4 Each Party is solely responsible for ensuring that its subcontractors maintain insurance coverage adequate to ensure that Party can meet its requirements and obligations under the Agreement.

29.5 Each Party will maintain insurance coverage (in the case of DeepMind) or membership of the indemnity schemes (in the case of the Trust) at its expense for the term of the Agreement, and will provide the other Party (or the other Party's third party vendor) documentation evidencing the required coverage.

30. TERMINATION

30.1 Either Party may terminate this Agreement for convenience on providing at least twelve (12) months' written notice to the other Party. Termination by either party may be in whole or in part, save that the Trust may not terminate the Services in part where the effect of such partial termination would be that the Trust would not receive Streams: Results Viewing and Alerting, Streams: Task Management and the Support Services.

30.2 Either Party may terminate this Agreement immediately by written notice to the other Party if the performance of the terminating Party's obligations under this Agreement is contrary to or prohibited by an Applicable Law or by an order of a court of competent jurisdiction or regulatory authority to which the terminating Party is subject.

30.3 Either Party may terminate this Agreement in accordance with the provisions of Clause 4.6 or Clause 33.

30.4 This Agreement shall automatically terminate upon the termination of the IPA.

30.5 A Party shall be entitled to terminate this Agreement with immediate effect by giving the other Party written notice of termination if:

30.5.1 the other Party commits a material breach of this Agreement or the IPA, and, if the breach is capable of remedy, fails to remedy the breach within sixty (60) days of receiving notice in writing to do so;

30.5.2 an order is made or a resolution passed for the winding up of the other Party (other than for the purpose of a solvent scheme of reconstruction or amalgamation);

30.5.3 an administration, administrative receiver or receiver is appointed in respect of a material part of the other Party's assets or business;

30.5.4 as a consequence of financial difficulties the other Party makes any voluntary arrangement with its creditors;

30.5.5 the other Party ceases to continue its business or relevant activities or ceases to exist;

30.5.6 the other Party becomes unable to pay its debts as and when they fall due; or

30.5.7 as a consequence of debt and/or maladministration, the other Party takes or suffers any similar or analogous action to those listed in Clauses 30.5.2 to 30.5.6 above.

30.6 For the purposes of Clause 30.5.1 above, any breach of a Party's obligations under the IPA or any breach of the warranties set out in Clause 27 shall be deemed to be a material breach of this Agreement except where any breach is attributable to a decision of a Regulatory Body and the Parties have taken reasonable steps to address such decision in accordance with Clause 30.7.

30.7 In the event of any decision of a Regulatory Body which is expressly made in connection with this Agreement and/or the IPA and materially affects either Party's performance of any obligation under this Agreement and/or the IPA, the issue shall be referred to the Project Governance Board as soon as reasonably practicable. The Parties, through the Project Governance Board, shall co-operate in good faith to address and agree in writing the steps to be taken by each Party to resolve the issues, within 90 Working Days of the parties becoming aware of such decision or such other period as agreed in writing between the Parties.

30.8 At the end of the period described in Clause 30.7 above, if the Parties have failed to reach agreement on the steps to be taken by each Party to resolve the issues, then:

30.8.1 DeepMind may terminate this Agreement on providing the Trust at least 5 (five) Working Days' written notice; or

30.8.2 the Trust may terminate this Agreement on providing DeepMind at least 5 (five) Working Days' written notice; and

30.8.3 if neither Party exercises its termination rights under Clause 30.8.1(in the case of DeepMind) or Clause 30.8.2 (in the case of the Trust), this Agreement shall automatically terminate.

30.9 On termination (in whole and not in part) or expiration of this Agreement:

30.9.1 if so agreed between the Parties in writing, subject to Clause 30.9.2, DeepMind will provide the Exit Migration Services to the Trust, for a period

of no more than ninety (90) days from the date of termination or expiry (or if earlier from the date of any notice of termination) of this Agreement. Acts or omissions by DeepMind under this Clause shall be subject to the provisions of the Agreement;

30.9.2   the Trust shall and shall procure that any Replacement Supplier shall promptly provide all such information and assistance as DeepMind may require in order to enable it to provide Exit Migration Services and should it not do so, DeepMind shall be relieved of its obligations in relation to the Exit Migration Services;

30.9.3   unless agreed otherwise between the Parties (for example, in relation to the provision of Exit Migration Services), DeepMind will act under the explicit instructions of the Trust promptly to delete or destroy (or, at the Trust's written request, return to the Trust) all Data for which the Trust is the Data Controller in DeepMind's possession or under its control as at the effective date of termination or expiration, to the extent technically feasible;

30.9.4   save to the extent provided otherwise in Clause 30.9.6, the Trust will promptly delete or destroy (or, at DeepMind's written request, return to DeepMind) all DeepMind's Confidential Information in its possession or under its control as at the effective date of termination or expiration, to the extent technically feasible;

30.9.5   subject to Clause 30.9.6, any licences granted by DeepMind to the Trust (including without limitation the licences to use the DeepMind Software, the Documentation and/or the FHIR API) shall immediately terminate if there is no prior agreement otherwise, provided that (i) any such licence may continue if and to the extent that termination of such licence would compromise patient care, for a period of no more than ninety (90) days from the date of termination or expiry of this Agreement, on condition that the Trust shall use it best endeavours to put in place alternative arrangements and subject to payment of reasonable compensation to DeepMind for the continuation of such licence;

30.9.6   in the event that this Agreement is validly terminated by DeepMind pursuant to Clause 30.1 and Clause 30.8.1 or by the Trust pursuant to Clause 30.5.1, then: (i) the licence for the Trust to use the FHIR API granted pursuant to Clause 18.1 shall continue in force on a perpetual basis for the sole purpose of facilitating the Trust's ongoing use and development of the FHIR API for its internal, non-commercial purposes (including the support and maintenance thereof); and (ii) DeepMind shall provide the Trust with a source code version of the FHIR API for such purpose. For the avoidance of doubt, the Trust shall continue to treat the FHIR API as DeepMind's Confidential Information; and

30.9.7   in the event that this Agreement is validly terminated by DeepMind pursuant to Clause 30.1 and the effective date of such termination is during the Initial Term, DeepMind shall make a payment or a series of payments to the Trust equal to costs actually and reasonably incurred by the Trust in transitioning

the Services to a Replacement Supplier (the "Supplier Transition Costs"), provided that:

(a)

(b) the Trust shall provide to DeepMind, in such manner and at such frequency as may be reasonably requested by DeepMind from time to time, all supporting documentation necessary to support the amount invoiced by the Trust in respect of the Supplier Transition Costs, including, but not limited to, any relevant time sheets, applicable man day rates, receipts (if applicable), a list of services and/or deliverables to which any invoice relates, as well as any other information as reasonably requested by DeepMind from time to time.

30.10 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties, including the right to claim damages, in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

30.11 Subject to the express provisions of this Clause 30, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

31. ANTI-BRIBERY AND CORRUPTION

31.1 Each Party warrants and represents that it has in place adequate procedures to prevent bribery and corruption, as contemplated by Section 7 of the Bribery Act 2010. DeepMind further warrants and represents that it has not committed any offence under the Bribery Act 2010 or offered, given or agreed to give any officer or employee of the Trust any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Trust or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Trust.

32. DISPUTE RESOLUTION PROCEDURE

32.1 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:

32.1.1 if a Dispute arises in the opinion of either Party, the Party in question may give written notice to the other Party that the Dispute has arisen ("**Dispute Notice**");

32.1.2 the Dispute shall be referred, by the referring Party, first to the Project Governance Board for resolution;

32.1.3 if the Dispute cannot be resolved by the Project Governance Board within fourteen (14) days after the Dispute has been referred to them, either Party may refer the Dispute to the Partnership Board for resolution.

32.2 If the Partnership Board are unable, or fail, to resolve the Dispute within fourteen (14) days following referral of the Dispute to them, the Parties may attempt to resolve the Dispute by mediation in accordance with Clause 32.3.

32.3 If, within thirty (30) days of the Dispute Notice, the Parties have failed to agree on a resolution, either Party may refer any Dispute for mediation pursuant to this Clause 32.3, but neither shall be a condition precedent to the commencement of any court proceedings, and either Party may issue and commence court proceedings prior to or contemporaneously with the commencement of mediation. The following provisions shall apply to any such reference to mediation:

32.3.1 the reference shall be a reference under the Model Mediation Procedure ("**MMP**") of the Centre of Dispute Resolution ("**CEDR**") for the time being in force;

32.3.2 both Parties shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as CEDR or the mediator may reasonably require to give effect to such mediation, including an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and

32.3.3 to the extent not provided for by such agreement of the MMP:

32.3.3.1 the mediation shall commence by either Party serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other Party to agree the appointment of a mediator; and

32.3.3.2 the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Parties or, in default of agreement, appointed by CEDR.

32.4 Notwithstanding Clause 32.3, if and to the extent that the Parties do not resolve any Dispute or any issue in the course of any mediation, either Party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

32.5 Nothing in this Clause 32 shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

33. FORCE MAJEURE

33.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or

failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network or the internet, 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. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six (6) months, the Party not affected may terminate this agreement by giving thirty (30) days' written notice to the other Party.

34. GENERAL PROVISIONS

34.1 Any notices under this Agreement shall be in writing, signed by the relevant Party to this Agreement and delivered personally, by courier or by recorded post to the addresses specified below:

(i) DeepMind: 5 New Street Square, London, EC4A 3TW

(ii) The Trust: Royal Free London NHS Foundation Trust, Royal Free Hospital, Pond Street, London, NW3 2QG

34.2 Neither Party shall assign, transfer, subcontract, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

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

34.4 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.

34.5 This Agreement (including the Schedules) and the IPA constitutes the entire agreement between the Parties in connection with its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations (other than fraudulent misrepresentations but including negligent misrepresentations) and understandings between them, (in each case whether written or oral), relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently but excluding any fraudulent misrepresentation) that is not set out in this Agreement.

34.6 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.

34.7 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.

34.8   Nothing in this Agreement is intended to, or shall be deemed to, establish any legal partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

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

34.10   Each Party irrevocably agrees that the courts of England and Wales shall, subject to Clause 32, have exclusive jurisdiction to settle any Dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 1   ROADMAP

(redacted for commercial sensitivity)

SCHEDULE 2   SERVICE CHARGES

Service	Price	Payment Plan
FHIR API		
Data Management		
DeepMind Software		
DeepMind support & maintenance for FHIR API and DeepMind Software		
Audit		
Exit migration		

1.1

1.2 DeepMind shall provide to the Trust such information as the Trust may reasonably request from time to time in order to verify the costs incurred by DeepMind in relation to the support charges described above.

1.3 DeepMind shall provide the Trust with access to data relating to the volume of Support Services provided, and the associated costs incurred, by DeepMind in providing the support services for the first two (2) months of the Term, for the purposes of enabling the Trust to better understand and, if necessary, for the parties seek to adjust the volume of required Support Services.

1.4 The Project Governance Board shall monitor and review the charges for the Support Services on an ongoing basis, with a view to mitigating the costs for both Parties in accordance with Clause 13.3.4.
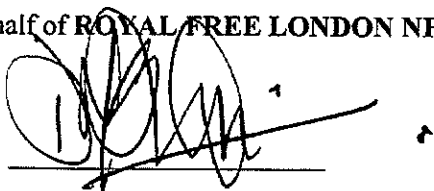
SCHEDULE 3   SUB-CONTRACTORS

1. USTWO LONDON LIMITED (Company Number 09184285), registered offices at G.01 Tea building, 56 Shoreditch High Street, London E1 6JJ

2.

Signed for and on behalf of **ROYAL FREE LONDON NHS FOUNDATION TRUST** by:

Signature:

Print Name: DAVID SLOMAN

Position: CHIEF EXECUTIVE

Date: 10 NOVEMBER 2016

Signed for and on behalf of **DEEPMIND TECHNOLOGIES LIMITED** by:

Signature:

Print Name: DEMIS HASSABIS

Position: C.E.O

Date: 10 NOVEMBER 2016