

BITFOUNT

PLATFORM LICENCE AGREEMENT

LAST UPDATED – 14/01/2025

PLEASE READ THIS PLATFORM LICENCE AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. BY ACCESSING OR USING ANY ELEMENT OF THE BITFOUNT PLATFORM OR CLICKING ON THE ‘CONTINUE’ OR ‘I ACCEPT’ BUTTON (OR ANY SIMILAR BUTTON), YOU REPRESENT THAT: (1) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT WITH BITFOUNT LIMITED (“**BITFOUNT**”) ON BEHALF OF THE LEGAL ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT. THE TERM “**USER**” REFERS TO THE LEGAL ENTITY IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE PLATFORM.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY BITFOUNT IN ITS SOLE DISCRETION AT ANY TIME. WHEN CHANGES ARE MADE, BITFOUNT WILL MAKE A NEW COPY OF THIS AGREEMENT AVAILABLE ON THIS PAGE. BITFOUNT WILL ALSO UPDATE THE ‘LAST UPDATED’ DATE AT THE TOP OF THIS AGREEMENT. PLEASE REGULARLY CHECK OUR WEBSITE AND/OR PLATFORM TO VIEW THE THEN-CURRENT AGREEMENT.

1. **ACCESS TO PLATFORM.** Bitfount has developed a proprietary platform, comprising the SaaS Software and On-Premise Software (collectively, the “**Platform**”). User has been designated as either a Project Owner or Collaborator in connection with a Project, pursuant to the Project Terms applicable to such Project, and needs to obtain access to the Platform in order to carry out its obligations and exercise its rights in connection therewith. Alternatively or in addition to being a Project Owner or Collaborator in connection with a Project, User may also be a Model Owner if it uploads a Model to the Platform (a “**User Model**”), a Public Model User and/or a Private Model User. To that end, User wishes to obtain, and Bitfount has agreed to provide User with, access to the Platform in accordance with the terms of this Agreement.

2. **LIMITED LICENCE, OWNERSHIP AND RESTRICTIONS.**

2.1. Licence. Subject to the terms and conditions of this Agreement, and User’s continuing compliance therewith, and subject to such restrictions and limitations as Bitfount may impose on User from time to time including pursuant to any Project Terms, Bitfount hereby grants User a personal, non-exclusive, non-transferable, non-sublicensable, revocable right for its Authorised Users to:

(a) access and use the SaaS Software;

(b) install, operate, perform, access and use the On-Premise Software in object code and source code formats solely at User’s premises,

in each case (a) and (b) for the sole purpose of setting up and operating a Project as a Project Owner or taking part in a Project as a Collaborator;

(c) access and use the SaaS Software to upload a User Model;

(d) Use any Public Models in connection with any Projects (as either, in respect of each Project, a Project Owner or a Collaborator); and

(e) Use any Private Models in connection with any Projects as either, in respect of each Project: (i) a Project Owner, provided that User has obtained, in respect of the Private Model, the relevant Model Owner’s consent to Use such Private Model in connection with the specific Project; or (ii) a Collaborator invited by the Project Owner to use the Private Model in connection with the Project.

User shall obtain any such consent via the Platform. The right to Use each Model terminates automatically on completion of the relevant Project unless otherwise expressly set out in the applicable Project Terms.

2.2. Ownership. Subject to Section 5.1, as between the parties, Bitfount and/or its licensors retains sole ownership of all right, title and interest, including all Intellectual Property Rights, in and to the Bitfount Technology. User will not acquire any right, title or interest in or to the Bitfount Technology. Bitfount reserves all rights in and to the Bitfount Technology not expressly granted in this Agreement.

2.3. Open Source. Any 'open source' or 'free software' components owned by Bitfount or third-parties that are comprised in the Bitfount Technology are licensed under the terms of the end-user licence that accompanies such components.

2.4. Restrictions. User will not, and will not permit others (including any Authorised Users) to: (a) use the Bitfount Technology in any way except as provided in Section 2.1 ; (b) modify, translate, or create derivative works of, or decompile, disassemble, reverse-engineer, or otherwise attempt to derive the source code form or structure of, any element of the Bitfount Technology, except as expressly permitted by applicable law; (c) distribute, or otherwise provide third-parties with access to, any parts of the Bitfount Technology (including any source code), except that Project Owners may invite Collaborators to join a Project and use the Bitfount Technology for that purpose, subject to acceptance by such Collaborators of the then-current Bitfount Platform Licence Agreement and applicable Project Terms; (d) assign, share, timeshare, sell, rent, lease, sublicense, distribute, grant a security interest in, or otherwise transfer any Bitfount Technology; (e) (re)create, access, inspect or derive any underlying models (including architectures, weights, (hyper)parameters, coefficients, embeddings, calibrations and algorithms (whether or not, instantiated in software code)), and/or data used to train or create those models, which are part of the Platform and/or any Models (including as part of any so called 'model extraction', 'model inference' or 'model inversion' techniques or similar); (f) remove, alter, or obscure any proprietary notices or labels on any Bitfount Technology; or (g) interfere with or disrupt the Bitfount Technology.

2.5. Delivery and Installation of On-Premise Software. Where relevant, Bitfount will make the On-Premise Software and any relevant Model(s) available to User electronically. User is responsible for installing any On-Premise Software and any relevant Model(s) at its premises in accordance with the Documentation and any installation instructions provided by Bitfount to User from time to time. Bitfount may, upon User's written request and in its sole discretion, provide reasonable assistance to User in connection with the installation of any On-Premise Software and any relevant Model(s). User shall ensure that the systems and environment on which it installs any On-Premise Software and any relevant Model(s) is secure by reference to best industry standards. On completion of a Project, User shall delete and destroy all copies of any Model(s) installed at its premises and used in connection with such Project and any related User Model Documentation.

2.6. Updates. User understands that the Platform and the Models are evolving. User acknowledges and agrees that Bitfount may update the Platform and the Models from time to time with or without notifying User. User may need to deploy updates to any On-Premise Software and/or update any relevant Model(s) and/or third-party software from time to time in order to continue using the Platform.

2.7. Results and Analytics.

2.7.a) Bitfount and User each hereby acknowledge and agree that all rights, title and interest (including all Intellectual Property Rights) in and to Results in respect of a particular Project shall, unless otherwise specified in the Project Terms, be (i) owned by User jointly with any other Project Participants who have contributed Connected Data used to generate such Results; and (ii) are hereby licensed to Bitfount to the extent necessary for Bitfount to operate the Platform and Models and otherwise exercise its rights and perform its obligations set out in this Agreement and the Project Terms.

2.7.b) To the extent that Bitfount and/or User obtains any rights, title or interest in or to the Results (including any and all Intellectual Property Rights therein) which, pursuant to clause Section 2.7(a) above and/or the applicable Project Terms, are to be owned by any other Project Participant(s), Bitfount and/or

User (as applicable) hereby unconditionally and irrevocably assigns such rights, title and interest in and to such Results to such other Project Participant(s).

2.7.c) User acknowledges and agrees that Bitfount may collect and use general usage information in respect of use of the Platform to be compiled into an aggregated or de-identified form, for use to: (i) enhance, develop or improve the Bitfount Technology; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Platform, provided, however, that, subject to Section 2.7(d), no User-only statistics will be disclosed to third parties unless otherwise agreed in writing between User and Bitfount.

2.7.d) Notwithstanding Section 2.7(c) or anything to the contrary in this Agreement, when a Project is set to screen patients for a clinical trial, User acknowledges and agrees that Bitfount shall be permitted to share the number of images and records ingested by the Model(s) used in the Project and the number of patients screened and patients eligible to participate in the clinical trial (as such number forms part of the Results generated in connection with a particular Project) (or any subset of the preceding categories of information) with the Model Owner (for Models used in the Project), the Project Owner and/or sponsor of such Project.

3. AUTHORISED USERS AND ACCESS CREDENTIALS. User is solely responsible for the acts and omissions of its Authorised Users. User shall immediately notify Bitfount of any unauthorised use of any Authorised User's Access Credentials. User shall: (a) ensure that: (i) only Authorised Users access the Platform and any Models; and (ii) each Authorised User maintains the confidentiality of their Access Credentials; (b) not allow any Access Credentials allocated to an Authorised User to be used by more than one individual Authorised User; and (c) immediately notify Bitfount if any Authorised User ceases to be employed by User.

4. CONNECTED DATA.

4.1. Ownership of Connected Data. Bitfount and User each hereby acknowledge and agree that all rights, title and interest (including all Intellectual Property Rights) in and to all Connected Data and the Schema associated therewith shall be owned and retained by User.

4.2. Limited Licence to Bitfount and Other Project Participants.

4.2.1 User hereby grants to Bitfount a worldwide, non-exclusive, royalty-free, transferable (subject to section 12.10), sublicensable license to access, use, store, copy and distribute the Connected Data and Schema for the sole purpose of operating the Platform and the Models and otherwise exercising its rights and performing its obligations set out in this Agreement and the Project Terms.

4.2.2 User acknowledges and agrees that Bitfount may make the Schema available to other Bitfount Users in order to enable other Bitfount Users to understand the structure of Connected Data for potential collaborations.

4.2.3 With respect to a specific Project, User hereby grants to the other Project Participants (participating in such specific Project) a worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable licence, for the duration of the Project (or for any such longer period as determined in accordance with the Project Terms), to access and to use Connected Data and Schema linked to such Project (including to reproduce, distribute, modify and display such Connected Data) to the extent strictly necessary to perform their obligations in respect of such Project, and subject to such other limitations as may be set out in the Project Terms.

4.3. Responsibility for Connected Data. As between the parties, User remains solely responsible for any Connected Data, and shall not link or otherwise make available in or via the Platform any Connected Data which: (a) violates any applicable law; or (b) infringes the rights (including Intellectual Property Rights) of any third-party. User warrants and represents on an ongoing basis, and undertakes, that it shall at all relevant times have the necessary rights, power, consents and authority to link or otherwise make available in or via the Platform any Connected Data to Bitfount under, and in the fashion described in, this Agreement

and to grant Bitfount such licence to use Connected Data. Bitfount reserves the right to disclose User's identity to any third-party who is claiming that any Connected Data constitutes a violation of their intellectual property rights or of their right to privacy. Bitfount reserves the right to remove, or restrict access to, any Connected Data at any time in its sole discretion.

5. USER MODELS.

5.1. Ownership. Bitfount and User each hereby acknowledge and agree that all rights, title and interest (including all Intellectual Property Rights) in and to any User Model and User Model Documentation shall be owned and retained by User.

5.2. Limited Licence to Bitfount. User hereby grants to Bitfount a worldwide, non-exclusive, perpetual, revocable pursuant to Section 5.3, royalty-free, transferable (subject to section 12.10), sublicensable licence to: (a) integrate any User Model into, and publish and make available any User Model on, the Platform; (b) reproduce any User Model on the servers that Bitfount uses to host the Platform; (c) install, deploy and run any User Model at Public Model Users' and Private Model Users' premises in connection with such Public Model Users' or Private Model Users' use of the On-Premise Software; (d) use any User Model as necessary to exercise its rights and perform its obligations set out in this Agreement and any applicable Project Terms; (e) execute, display and perform any User Model via the Platform for Public Model Users' and Private Model Users' use through the Platform; (f) make available and sublicense any User Model to Public Model Users and Private Model Users for their use through the Platform in accordance with this Agreement and the applicable Project Terms; (f) reproduce any User Model for back-up and archival, testing and support purposes; and (g) use, and allow Public Model Users and Private Model Users to use the User Model Documentation.

5.3. Subject to any applicable Project Terms, if User wishes to remove a User Model from the Platform, User shall submit a request to Bitfount via the Platform. Following receipt of such request, Bitfount shall, subject to any applicable Project Terms, remove the User Model from the Platform on completion of all Projects using such User Model. For the avoidance of doubt, the licence granted to Bitfount under Section 5.2 (and any sub-licences granted by Bitfount pursuant to Section 5.2) shall continue until completion of all Projects using such User Model or for any such longer period as necessary pursuant to section 5.2(d).

5.4. User Model Permission. User will be able to determine, via the Platform, whether each of its User Models is a Private Model or a Public Model.

5.5. Responsibility for User Models. As between the parties, User remains solely responsible for any User Models, and shall not upload or otherwise make available in or via the Platform any User Model which: (a) violates any applicable law; or (b) infringes the rights (including Intellectual Property Rights) of any third-party. User warrants and represents on an ongoing basis, and undertakes, that it shall at all relevant times have the necessary rights, power, consents and authority to upload or otherwise make available in or via the Platform any User Model to Bitfount and Bitfount Users under, and in the fashion described in, this Agreement and to grant Bitfount the licences set out in Section 5.2. Bitfount reserves the right to disclose User's identity to any third-party who is claiming that any User Model constitutes a violation of their intellectual property rights or of their right to privacy. Bitfount reserves the right to remove, or restrict access to, any User Models at any time in its sole discretion.

5.6. Restrictions on User Models. Except as permitted by this Agreement, Bitfount shall not (and shall not permit any Bitfount User or any other third-party) to sublicense, distribute, sell, use for service bureau use or as an application service provider any User Model.

5.7. User Models Updates and Upgrades. User may from time to time make available Updates or Upgrades via the Platform.

6. CONFIDENTIALITY. Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, subject to the remainder of this Section 6. Each party may disclose the other party's Confidential Information: (a) to its employees, officers, representatives, advisers and (with respect to

Bitfount only) any other Bitfount Personnel who need to know such information for the purposes of carrying out the party's obligations under this Agreement (provided that each party shall ensure that its employees, officers, representatives, advisers and (with respect to Bitfount only) any other Bitfount Personnel to whom it discloses the other party's Confidential Information comply with this Section 6); and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7. DATA PROTECTION.

7.1. Compliance. Each party shall comply with Data Protection Legislation in the performance of its obligations under this Agreement.

7.2. User and Bitfount. The parties acknowledge and agree that, in the event any Connected Data contains personal data and/or is otherwise subject to Data Protection Legislation, User will be a data controller and Bitfount will be a data processor of such personal data and the parties shall comply with their respective obligations set out in Annex 1 (Data Processing Addendum) in respect thereof.

8. TERM AND TERMINATION.

8.1. Term. The term of this Agreement shall commence on the day it is accepted by User and continue for as long as User uses the Platform, unless terminated earlier pursuant to the terms outlined in this Section 8.

8.2. Termination by Bitfount Without Cause. User acknowledges and agrees that, except as otherwise agreed by the parties in writing, Bitfount is providing access to User to the Platform free of charge. As such, Bitfount may terminate this Agreement and revoke User's access to the Platform at any time without cause and with immediate effect by providing written notice to User.

8.3. Effects of Expiry or Termination. Upon expiry or earlier termination of this Agreement: (a) subject to Sections 2.7, 4, 5 and 8.4 and any applicable Project Terms, any and all licences, permissions and authorisations granted under this Agreement will terminate automatically; (b) subject to Sections 2.7, 4, 5 and 8.4 and any applicable Project Terms, each party will promptly return all Confidential Information received from the other party together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed; and (c) any provision of this Agreement that either expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement shall remain in full force and effect.

8.4. Retention of Results. Any obligation to return or destroy Confidential Information outlined in Section 8.3 shall not apply in respect of any Results that Bitfount may be entitled to retain as necessary to comply with any legal or regulatory compliance requirements.

9. DISCLAIMER OF WARRANTIES. To the fullest extent permitted by applicable law, all Bitfount Technology and services provided hereunder are provided 'as is' and 'as available', and Bitfount expressly disclaims any and all terms, conditions, representations or warranties of any kind, whether express or implied, made with respect to the Bitfount Technology and the services provided under this Agreement, including any implied conditions, representations or warranties of fitness for a particular purpose, non-infringement of third-party rights, completeness, truthfulness, accuracy, reliability, performance, or any other qualities or attributes. Bitfount shall not be responsible for reviewing or attempting to verify the accuracy or currency of any Models, Connected Data or Results, and hereby disclaims any liability in respect of User's use of, or reliance on, any Models, Connected Data or Results.

10. LIMITATION OF LIABILITY. Nothing in this Agreement limits or excludes the liability of either party for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other act, omission, or liability which may not be limited or excluded by applicable law. Subject to the foregoing, Bitfount shall not in any circumstances be liable to User whether in contract, tort (including for negligence), breach of statutory duty (howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any claims, damages, losses, liabilities or for any other reason or cause whatsoever.

11. **INDEMNITY.** User shall defend, indemnify and hold harmless Bitfount and its Affiliates against claims, actions, proceedings, losses, damages, expenses and costs (including, without limitation, reasonable legal fees) arising out of or in connection with: (a) User's use of the Bitfount Technology otherwise than in accordance with the provisions of this Agreement; (b) any third-party claim relating to Connected Data or the Schema; or (c) any third-party claim relating to the User Models.

12. **GENERAL.**

12.1. **Authority.** Each party warrants and represents on an ongoing basis that it has, and undertakes that it shall continue to have for the duration of this Agreement, the requisite power, capacity and authority to enter into this Agreement and to carry out the obligations under this Agreement.

12.2. **Compliance with Laws.** User shall at its own expense comply with all applicable laws and regulations relating to its activities under this Agreement, as they may change from time to time, including with any conditions binding on it in any applicable licences, registrations, permits or approvals.

12.3. **Subcontractors.** Bitfount may engage subcontractors to perform any or all of its obligations under this Agreement.

12.4. **Marketing.** User acknowledges and agrees that Bitfount may include User's name, and a description of the technology and services provided to User under this Agreement, in case study marketing content, lists of or references to any of Bitfount's clients on its website and/or in proposals, and in other marketing materials.

12.5. **Entire Agreement.** The Agreement constitutes the entire agreement and understanding between the parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the parties in relation to such matters. The parties acknowledge and agree that, except as otherwise expressly provided for in this Agreement, they are not entering into this Agreement on the basis of, and are not relying on and have not relied on, any statement, representation, warranty or other provision (in any case whether oral, written, expressed or implied) made, given, or agreed to by any person (whether a party to this Agreement or not) in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any party from liability for fraud or fraudulent misrepresentation.

12.6. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

12.7. **Relationship Between the Parties.** Nothing in this Agreement is intended to, or shall be deemed to, establish any 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.

12.8. **No Third-Party Rights.** A person who is not a party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third parties) Act 1999.

12.9. **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.

12.10. **Assignment.** Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party, provided that Bitfount may assign this Agreement to any Affiliate or the acquirer of all (or substantially all) of its business and/or assets without the consent of User.

12.11. Variations. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.12. Notices. Any notice required to be given under this Agreement will be in writing and will be sent to the email addresses for contractual notices communicated by the parties from time to time. Notices will be deemed to have been received at the time of transmission as shown by the sender's records (or if sent outside business hours, at 9am on the first business day following dispatch).

12.13. Governing Law and Jurisdiction. This Agreement and all matters arising from it (including, without limitation, any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) shall be governed by, and construed in accordance with the laws of England and Wales. In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement (including, without limitation, any dispute relating to the existence, validity or termination of this Agreement or any contractual or non-contractual obligation) (for the purposes of this Section, "**Proceedings**") each of the parties irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

13. **DEFINITIONS.**

- "**Access Credentials**" means the usernames, passwords and other log-in credentials necessary for an Authorised User to access the Platform.
- "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, and "**Control**" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company.
- "**Authorised Users**" means those of User's employees who are authorized by User to use the Platform on User's behalf under this Agreement.
- "**Bitfount Personnel**" means any of Bitfount's employees, agents, contractors or consultants together with, as the context permits and requires, employees, agents, contractors or consultants of its Affiliates and/or subcontractors.
- "**Bitfount Technology**" means the Platform and the Models, together with any and all technology and software owned or used by Bitfount, any associated processes, materials, tools, and business methods relating thereto, and any data, media, information or other content thereon, including in each case any and all: (a) updates thereto; (b) documentation relating thereto (including the Documentation and any User Model Documentation); (c) Intellectual Property Rights therein or thereto; and (d) any benchmarking, analytics or technical data relating to the performance or operation thereof.
- "**Bitfount User**" means any user of the Platform. A Bitfount User may be a Project Owner, a Collaborator, a Model Owner, a Public Model User and/or a Private Model User.
- "**Confidential Information**" means all written or oral information, disclosed by either party to the other, related to the operations of either party or a third-party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential, including the Bitfount Technology (or any representation, manifestation or part thereof).
- "**Collaborator**" means a Bitfount User invited to collaborate in connection with a Project by a Project Owner, as identified in the applicable Project Terms.
- "**Connected Data**" means any data, media, information or other content that is linked to or otherwise made available in or via the Platform by or on behalf of User.

- **“Data Protection Legislation”** means, as applicable: (i) the GDPR; and/or (ii) all other applicable laws relating to the collection, processing and protection of personal data and privacy that may exist in any relevant jurisdiction.
- **“Documentation”** means the manuals, product literature, instructions, schematics, and drawings prepared or published by Bitfount and provided with the Platform that describe or relate to the Platform and its installation, use, operation, features, functionality, capabilities and maintenance.
- **“GDPR”** means, as applicable: (a) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) (**“EU GDPR”**); (b) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**“UK GDPR”**); and/or (c) any legislation, and/or regulation implementing or made pursuant to them or which amends, replaces, re-enacts or consolidates any of them.
- **“Intellectual Property Rights”** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software (in source code and object code formats), database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all 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.
- **“Model”** means any algorithm made available through the Bitfount Platform, including associated configuration parameters, machine learning model architectures and weights and any Updates and Upgrades, which may be Used in connection with a Project.
- **“Model Owner”** means in respect of a Model, Bitfount or the Bitfount User that has uploaded the Model for Use within the Platform (as listed on the Platform).
- **“On-Premise Software”** means, collectively (in each case in source code and executable code formats) the following proprietary software: (a) ‘Bitfount App’, (b) ‘Bitfount Pods’; (c) ‘Bitfount Modeler’; and (d) ‘Bitfount ML Libraries’.
- **“Platform”** has the meaning given in Section 1.
- **“Private Model”** means a Model that may be Used by a Bitfount User in connection with a specific Project only with the Model Owner’s consent.
- **“Private Model User”** means: (i) a Project Owner who has been granted consent by the relevant Model Owner to Use a Private Model in connection with a specific Project subject to the applicable Project Terms; or (ii)) a Collaborator invited by the Project Owner to use a Private Model in connection with the relevant Project.
- **“Proceedings”** has the meaning given in Section 12.13.
- **“Project Owner”** means a Bitfount User which sets up and operates a Project on the Platform, as identified in the applicable Project Terms.
- **“Project Participants”** means the Project Owner and Collaborators in respect of a Project, as identified in the Project Terms applicable to such Project.
- **“Project Terms”** means the additional terms and conditions governing a specific Project, as determined by the relevant Project Owner and which must be agreed to by all Collaborators joining the relevant Project at the relevant time.

- **“Project”** means a project operated by a Project Owner on the Platform.
- **“Public Model User”** means: (i) a Project Owner who is Using a Public Model in connection with a Project; or (ii) a Collaborator invited by the Project Owner to Use the relevant Public Model in connection with the relevant Project.
- **“Public Model”** means a Model that may be Used by any Bitfount Users in connection with any Projects.
- **“Results”** means content generated by, and delivered or made available to, a Project Participant through their use of the Platform to analyse Connected Data.
- **“SaaS Software”** means Bitfount’s proprietary cloud-based, software-as-a-service platform comprising the following features: (a) ‘Bitfount Hub’, (b) ‘Bitfount Access Manager’ and (c) ‘Bitfount Message Queue’.
- **“Schema”** means the titles, format names and data types of the metadata fields of any Connected Data.
- **“Update”** means a revision to a Model to provide bug fixes, corrections and minor enhancements.
- **“Upgrade”** means a new version of a Model incorporating new features and/or enhancements (including features and/or enhancements derived from (i) modification of the Model’s configuration parameters and/or weights; and/or (ii) addition or substitution of the data/data layer with which the Model interacts).
- **“Use”** means with respect to any Model, to access, use, configure, run and otherwise benefit from the features or functionality of the Model in connection with a Project.
- **“User Model”** has the meaning given in Section 1.
- **“User Model Documentation”** means manuals, performance/benchmarking data, product literature, instructions, schematics and drawings provided by User to Bitfount that describe a User Model and its use, operation, features, functionality and capabilities.
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ANNEX 1

DATA PROCESSING ADDENDUM

1. ADDITIONAL DEFINITIONS AND INTERPRETATION.

1.1. In this Data Processing Addendum, the following terms shall have the meanings set out in this Paragraph 1, unless expressly stated otherwise:

- "**Cessation Date**" has the meaning given in Paragraph 9.1.
- "**Data Subject Request**" means the exercise by a Data Subject of their rights under, and in accordance with, Data Protection Legislation in respect of User Personal Data.
- "**Data Subject**" means the identified or identifiable natural person located in the United Kingdom to whom User Personal Data relates.
- "**EEA**" means the European Economic Area.
- "**Relevant Body**" means: (a) in the context of the UK GDPR, the UK Information Commissioner's Office; and/or (b) in the context of the EU GDPR, the European Commission.
- "**Restricted Country**" means: (a) in the context of the UK, a country or territory outside the UK; and (b) in the context of the EEA, a country or territory outside the EEA, in each case that the Relevant Body has not deemed to provide an 'adequate' level of protection for User Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- "**Restricted Transfer**" means the disclosure, grant of access or other transfer of User Personal Data to any person located in: (a) in the context of the EEA, a Restricted Country outside the EEA (an "**EEA Restricted Transfer**"); and/or (b) in the context of the UK, a Restricted Country outside the UK (a "**UK Restricted Transfer**").
- "**Standard Contractual Clauses**" or "**SCCs**" means the standard contractual clauses approved by the European Commission pursuant to implementing Decision EU 2021/914.
- "**Subprocessor**" means any third-party appointed by or on behalf of Bitfount to Process User Personal Data.
- "**UK Transfer Addendum**" means the template Addendum B.1.0 issued by the UK Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof (the "**Mandatory Clauses**").
- "**User Personal Data**" means any Personal Data Processed by or on behalf of Bitfount on behalf of User under the Agreement (including any Personal Data contained within Connected Data).

1.2. In this Data Processing Addendum:

- (a) the terms, "**Data Controller**", "**Data Processor**", "**Personal Data**", "**Personal Data Breach**", "**Process**" (and its derivatives) and "**Supervisory Authority**" shall have the meaning ascribed to the corresponding terms in Data Protection Legislation; and
- (b) unless otherwise defined in this Data Processing Addendum, all capitalised terms shall have the meaning given to them in the Agreement.

2. PROCESSING OF USER PERSONAL DATA.

- 2.1. In respect of User Personal Data, the parties acknowledge that:
 - (a) Bitfount acts as a Data Processor; and
 - (b) User acts as the Data Controller.
- 2.2. Bitfount shall:
 - (c) comply with all applicable Data Protection Legislation in Processing User Personal Data; and
 - (d) not Process User Personal Data other than:
 - (i) on User's instructions; and
 - (ii) as required by applicable laws.
- 2.3. User instructs Bitfount to Process User Personal Data as necessary for the purpose of operating the Platform.
- 2.4. Where Bitfount receives an instruction from User that, in its reasonable opinion, infringes Data Protection Legislation, Bitfount shall inform User.
- 2.5. User represents and warrants on an ongoing basis that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Bitfount of User Personal Data in accordance with this Data Processing Addendum.
- 2.6. Appendix 1 (*Data Processing Details*) sets out certain information regarding Bitfount's Processing of User Personal Data as required by Article 28(3) of the GDPR.

3. BITFOUNT PERSONNEL.

- 3.1. Bitfount shall take reasonable steps to ensure the reliability of any Bitfount Personnel who Process User Personal Data, ensuring:
 - (a) that access is strictly limited to those individuals who need to know or access the relevant User Personal Data for the purposes described in this Data Processing Addendum; and
 - (b) that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk for the rights and freedoms of natural persons, Bitfount shall in relation to User Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk.

5. SUBPROCESSING.

- 5.1. User authorises Bitfount to appoint Subprocessors in accordance with this Paragraph 5.
- 5.2. Bitfount may continue to use those Subprocessors already engaged by Bitfount as at the date of the Agreement, subject to Bitfount meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.

5.3. Bitfount shall give User prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten (10) days of receipt of that notice, User notifies Bitfount in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Bitfount shall use reasonable efforts to make available a commercially reasonable change in the provision of the Platform which avoids the use of that proposed Subprocessor; and

(b) where:

(i) such a change cannot be made within ten (10) days from Bitfount receipt of User's notice;

(ii) no commercially reasonable change is available; and/or

(i) User declines to bear the cost of the proposed change,

either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Platform which require the use of the proposed Subprocessor.

5.4. With respect to each Subprocessor, Bitfount shall ensure that the arrangement between Bitfount and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for User Personal Data as those set out in this Data Processing Addendum (including those set out in Paragraph 4).

6. DATA SUBJECT RIGHTS.

6.1. Taking into account the nature of the Processing of User Personal Data by Bitfount, Bitfount shall provide User with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist User in fulfilling its obligation to respond to Data Subject Requests.

6.2. Bitfount shall:

(a) promptly notify User if Bitfount receives a Data Subject Request; and

(b) ensure that Bitfount does not respond to any Data Subject Request except on the written instructions of User (and in such circumstances, at User's cost) or as required by applicable laws.

7. PERSONAL DATA BREACH.

7.1. Bitfount shall notify User without undue delay upon Bitfount becoming aware of a Personal Data Breach affecting User Personal Data, providing User with sufficient information, insofar as such information is at such time within Bitfount's possession, to allow User to meet any obligations under Data Protection Legislation to report the Personal Data Breach.

7.2. Bitfount shall co-operate with User and take such reasonable commercial steps as may be directed by User to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENTS AND PRIOR CONSULTATION.

Bitfount shall provide reasonable assistance to User, at User's sole cost, with any data protection impact assessments and prior consultations with Supervisory Authorities, in each case solely in relation to Processing of User Personal Data by Bitfount.

9. DELETION.

- 9.1. Subject to Paragraphs 9.2, 9.3 and 9.4, upon the date of cessation of any access to the Platform involving the Processing of User Personal Data (the “**Cessation Date**”), Bitfount shall immediately cease all Processing of User Personal Data for any purpose other than for storage.
- 9.2. User hereby acknowledges and agrees that, due to the nature of the User Personal Data Processed by Bitfount, return (as opposed to deletion) of User Personal Data is not a reasonably practicable option in the circumstances. Having regard to the foregoing, User agrees that (for the purposes of Article 28(3)(g) of the GDPR) it is hereby deemed (at the Cessation Date) to have irrevocably selected deletion, in preference of return, of the User Personal Data.
- 9.3. To the fullest extent technically possible in the circumstances, within 30 days after the Cessation Date, Bitfount shall securely delete all User Personal Data then within Bitfount’s possession.
- 9.4. Bitfount and any Subprocessor may retain User Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that Bitfount and any such Subprocessor shall ensure the confidentiality of all such User Personal Data.

10. AUDIT RIGHTS.

- 10.1. Bitfount shall make available to User on request such information as Bitfount (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Data Processing Addendum.
- 10.2. Subject to Paragraph 10.3, in the event that User (acting reasonably) is able to provide documentary evidence that the information made available by Bitfount pursuant to Paragraph 10.1 is not sufficient to demonstrate Bitfount’s compliance with this Data Processing Addendum, Bitfount shall allow for and contribute to audits by User or an auditor mandated by User during Bitfount’s normal business hours in relation to the Processing of the User Personal Data by Bitfount (but not more than once in every 12-month period).
- 10.3. User shall give Bitfount reasonable notice of any audit or inspection to be conducted (which shall in no event be less than 15 days’ notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Bitfount in respect of, any damage, injury or disruption to Bitfount’s premises, equipment, personnel, data, and business (including any interference with the confidentiality or security of the data of Bitfount’s other customers or the availability of Bitfount’s services to such other customers) while its personnel and/or its auditor’s personnel (if applicable) are on those premises in the course of any on premise inspection.
- 10.4. User shall bear any third-party costs in connection with such inspection or audit and reimburse Bitfount for all costs incurred by Bitfount in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS.

- 11.1. User acknowledges and agrees that Bitfount may store and Process User Personal Data outside the EEA or the UK. The parties agree that, to the extent User transfers User Personal Data to Bitfount in a Restricted Country, it shall be effecting a Restricted Transfer. To allow such Restricted Transfer to take place without breach of Data Protection Legislation, the parties agree as follows:
 - (a) in the event of an EEA Restricted Transfer, the parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) populated in accordance with Part 1 of Appendix 2 (*Population of SCCs*); and (ii) entered into by the parties and incorporated by reference into this Data Processing Addendum; and
 - (b) in the event of a UK Restricted Transfer, the parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be: (i) varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum; (ii) populated in accordance with Part 2 of

Appendix 2 (*Population of SCCs*); and (iii) entered into by the parties and incorporated by reference into this Data Processing Addendum.

12. ORDER OF PRECEDENCE.

12.1. This Data Processing Addendum shall be incorporated into and form part of the Agreement.

12.2. In the event of any conflict or inconsistency between:

- (a) this Data Processing Addendum and the Agreement, this Data Processing Addendum shall prevail;
or
- (b) any SCCs entered into pursuant to Paragraph 11 and this Data Processing Addendum, the SCCs shall prevail.

Appendix 1
Data Processing Details

Subject matter and duration of the Processing of User Personal Data

The subject matter and duration of the Processing of the User Personal Data are set out in the Agreement and the Data Processing Addendum.

The nature and purpose of the Processing of User Personal Data

Bitfount may have limited access to User Personal Data in order to provide the Platform to User. The nature and volume of User Personal Data inputted into the Platform is entirely at the discretion of, and within the control of, User.

The types of User Personal Data to be Processed

Personal Data

- Personal characteristics including full name, age, gender and contact details;
- Sensitive personal data including racial or ethnic origin, political opinions, religious beliefs, physical or mental health information, information about sexual life, or commission of offences;
- Photographs;
- Payment details;
- Transactional data;
- Purchase history; and/or
- Medical imagery, information and records.

The categories of Data Subject to whom the User Personal Data relates

- User's patients, research participants and/or customers.
- User's staff.

Appendix 2
Population of SCCs

Notes:

- In the context of any EEA Restricted Transfer, the SCCs populated in accordance with Part 1 of this Attachment 2 are incorporated by reference into, and form an effective part of, this Data Processing Addendum.
- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Attachment 2 are incorporated by reference into, and form an effective part of, this Data Processing Addendum.

PART 1: EEA RESTRICTED TRANSFERS

1. SIGNATURE OF THE SCCs

Where the SCCs apply in accordance with Paragraph 11 of this Data Processing Addendum, each party is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

2. MODULE

Module Two (Controller to Processor) of the SCCs shall apply to any EEA Restricted Transfer.

3. POPULATION OF THE BODY OF THE SCCs

3.1 The SCCs shall be populated as follows:

- (a) The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.
- (b) In Clause 9:
 - (i) OPTION 2: GENERAL WRITTEN AUTHORISATION applies, and the minimum time period for advance notice of the addition or replacement of Subprocessors shall be the advance notice period set out in Paragraph 5 of this Data Processing Addendum; and
 - (ii) OPTION 1: SPECIFIC PRIOR AUTHORISATION is not used and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.
- (c) In Clause 11, the optional language is not used and is deleted.
- (d) In Clause 13, all square brackets are removed and all text therein is retained.
- (e) In Clause 17: OPTION 1 applies, and the parties agree that the SCCs shall be governed by the laws of Ireland in relation to any EEA Restricted Transfer; and OPTION 2 is not used and that optional language is deleted.

- (f) For the purposes of Clause 18, the parties agree that any dispute arising from the SCCs in relation to any EEA Restricted Transfer shall be resolved by the courts of Ireland, and Clause 18(b) is populated accordingly.

4. POPULATION OF ANNEXES TO THE SCCs

4.1 Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Appendix 1 (*Details of Processing*), with User being 'data exporter' and Bitfount being 'data importer'.

4.2 Part C of Annex I to the Appendix to the SCCs is populated as below:

Data Protection Commission

21 Fitzwilliam Square South

Dublin 2

D02 RD28

Ireland

4.3 Annex II to the Appendix to the SCCs is populated by reference to Appendix 1 (*Details of Processing*).

PART 2: UK RESTRICTED TRANSFERS

Where relevant in accordance with Paragraph 11 of this Data Processing Addendum, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below:

- (a) Part 1 of the UK Transfer Addendum. As permitted by Section 17 of the UK Transfer Addendum, the parties agree that:
- (i) Tables 1, 2 and 3 of Part 1 of the UK Transfer Addendum are deemed populated with the corresponding details set out in Appendix 1 (*Details of Processing*) and the foregoing provisions of Part 1 of this Attachment 2 (subject to the variations effected by the Mandatory Clauses described in (b) below); and
 - (ii) Table 4 of Part 1 of the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.
- (b) Part 2 of the UK Transfer Addendum. The parties agree to be bound by the Mandatory Clauses of the UK Transfer Addendum.

In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in this Data Processing Addendum to the SCCs shall be read as a reference to those SCCs as varied in the manner set out in this Part 2.