API licence.

PLEASE READ THESE API LICENCE TERMS ("**LICENCE**") CAREFULLY.

BY ACCESSING THE COOLCARE API YOU AGREE TO THESE LICENCE TERMS WHICH WILL BIND YOU.

We CoolCare Limited, a company registered in England and Wales under company number 03462441 whose registered office address is at Helios 47, Isabella Road, Garforth, Leeds, West Yorkshire, LS25 2DY ("we or "CoolCare") license you to use:
•   the API.
•   API Data.
as permitted in this Licence.

your privacy.

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided at coolcare.co.uk and it is important that you read that information.

agreed terms.

1.   Interpretation

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

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

API: the CoolCare API application programming interface described in the Specification and the API Documentation, as each may be updated from time to time by incorporation of a Maintenance Release.

API Call: each call from an Application via the API to interact with the CoolCare Product.

API Data: all data published or made available through the API, along with any related metadata.

API Documentation: means the API documentation made available to the API User by CoolCare from time to time, including, without limitation, through its website CoolCare.co.uk/guides.

API Key: the security key CoolCare makes available for the API User to access the API.

API Limits: the restrictions provided or published by CoolCare from time to time.

API User: Any users authorised or enabled by the Customer to access the CoolCare API on behalf of the Customer via the API Key.

API User System: the Application, together with any other network and information systems (including any hardware, software and other infrastructure) and processes operated by or on behalf of the API User that is used to access the API, make an API Call or otherwise communicate or interact with the CoolCare Product.

Application: any applications developed by, or on behalf of, the API User to interact with the API.

Authorised Users: any users authorised by CoolCare in writing to access the API on behalf of the API User via the API Key.

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

CoolCare Brand Guidelines: the brand usage guidelines that CoolCare may provide or publish from time to time.

CoolCare Marks: CoolCare's proprietary trade marks, trade names, branding, or logos made available for use in connection with the API or API Data pursuant to this Licence.

CoolCare Product: CoolCare's software.

Customer: the customer of CoolCare, who holds a licence to use the CoolCare Product, subject to CoolCare Product terms and conditions to permit API Users and Authorised Users to access and process its data via the CoolCare API.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union or other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Derived Data: data created by the API User or an End User, now or in future, which has benefited from, derived from, relied on or made any use of the API or API Data (including, without limitation, where the API User or End User has created data by modifying, re-formatting, analysing or performing searches, look ups and/or enquiries using the API or API Data).

End Users: the Authorised Users, together with any other individuals (such as the API User's employees, contractors, or agents) whom the API User enables to use or access the API.

Effective Date: the data of this Licence.

Fee: the licence fees if any payable by the API User to CoolCare under clause 6 and as specified in Schedule 1.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, international and national standards, and sanctions, which are applicable to either the API User or any End User (but not CoolCare) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive (*(EU) 2016/1148*), Commission Implementing Regulation (*(EU) 2018/151*) and the Network and Information Systems Regulations 2018 (*SI 2018/506*), Payment Card Industry Data Security Standard as published and maintained by the PCI Security Standards Council and the Health Insurance, Portability and Accountability Act of 1996, US Public Law 104-191 all as amended or updated from time to time.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

Maintenance Release: release of the API that corrects faults, adds functionality or otherwise amends or upgrades the API, but which does not constitute a New Version.

New Version: any new version of the API which from time to time is publicly marketed and offered for purchase by CoolCare in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Release Purpose: those purposes for which the API and API Data can be used, being limited to accessing and exporting data and database information from the CoolCare Product as permitted by a Coolcare Customer in respect of CoolCare Customer data, or as otherwise set out in Part 1 of 0.

Specification: the document detailing the specification of the API that CoolCare may make available at CoolCare.co.uk/guides.

Usage Data: has the meaning given in clause 8.2.

UK Data Protection Legislation: the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data as may be amended from time to time.

VAT: value added tax imposed by the Value Added Tax Act 1994 chargeable in the UK.

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

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.

1.3 Unless expressly stated otherwise, or the context otherwise requires:

(a) words in the singular shall include the plural and in the plural shall include the singular;

(b) A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time;

(c) a reference to one gender shall include a reference to the other genders; and

(d) any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

2. Licence

2.1 In consideration of the Fees paid by the API User to CoolCare, receipt of which CoolCare hereby acknowledges, and/or whether or not a Fee is applicable subject to acceptance of the terms of this Licence CoolCare grants to the API User a non-exclusive licence during the term of the Licence:

    (a) for the Authorised Users to access the API solely for the purposes of:

        (i) internally developing the Applications that will communicate and interoperate with the CoolCare Product for the Release Purpose;

        (ii) making API Calls in compliance with the API Limits;

    (b) to display the API Data received from the API, within the Application for the Release Purpose; and

    (c) to display CoolCare Marks in compliance with the CoolCare Brand Guidelines solely in connection with the use of the API, API Data and the CoolCare Product.

2.2 The API User's sole means of accessing the API, for the purposes of clause 2.1, shall be via the API Key.

2.3 In relation to the scope of use set out in clause 2.1 the API User may not:

    (a) make API Calls in excess of the API Limits;

    (b) remove any proprietary notices from the API or API Data;

    (c) use the API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;

    (d) design or permit the Applications to disable, override, or otherwise interfere with any Supplier-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;

    (e) use the API, including in any of the Applications, to replicate or attempt to replace the user experience of the CoolCare Product;

    (f) except to the extent expressly permitted under this clause 2, the API User shall not (and shall ensure each End User does not):

        (i) combine or integrate the API or API Data with any software, technology, services, or materials not approved in advance by CoolCare;

        (ii) pass or allow access to the API or API Data to any third party; or

        (iii) access all or any part of any the API or API Data to build a product and/or service which competes with the API or the goods or services provided by CoolCare (or any part of it).

2.4 Except as expressly stated in this clause 2, the API User has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API or the CoolCare Product, in whole or in part (except to the extent that applicable law overrides this provision or any part hereof).

2.5   The API User shall not use the API or API Data other than as specified in this clause 2 without the prior written consent of CoolCare.

2.6   Without prejudice to its other rights and remedies under this Licence, should the API User use the API or API Data other than as specified in this clause 2 without the prior written consent of CoolCare, CoolCare may, in its sole discretion:

    (a)   terminate this Licence or suspend the API User's access and use to the API and the API Data, on written notice with immediate effect.

3.   API User Responsibilities

3.1   The API User must obtain an API Key from CoolCare through the registration process available to Authorised Users to permit use and access the API. CoolCare shall be entitled to assume that any communication apparently coming from the API Users domain or that of its permitted End Users is authorised on behalf of the API User to gain access to the API Key and act with the authority of the API User. The API User may not share the API Key with any third party, must keep the API Key and all log-in information secure, and must use the API Key as the API User's sole means of accessing the API. The API Key may be replaced at any time by CoolCare on notice to the API User.

3.2   The API User shall:

    (a)   ensure that the number of End Users does not exceed the number of Authorised Users specified by the CoolCare from time to time;

    (b)   without affecting its other obligations under this Licence, comply with all applicable laws and regulations with respect to its activities under this Licence;

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

    (d)   keep a complete and accurate record of its End Users; its development of the Application; its use of the API and API Data and produce such records to CoolCare on request from time to time;

    (e)   access and/or permit access limited to End Users to only that element of API Data the API User has permission to access and process on behalf of a CoolCare Customer; and

    (f)   notify CoolCare as soon as it becomes aware of any unauthorised use of the API or API Data by any person.

3.3   Subject to clause 12.3, the API User is responsible and liable for all uses of the CoolCare API and API Data resulting from its access to the CoolCare API and any access permitted by the API User, directly or indirectly, whether such access or use is permitted by or in breach of this Licence, including use with any Application or third-party software. Without limiting the generality of the foregoing, the API User is responsible for all acts and omissions of End Users in connection with the Application and their use of the API and API Data, if any. Any act or omission by an End User that would constitute a breach of this Licence if taken by the API User will be deemed a breach of this Licence by the API User. The API User shall make all reasonable efforts to make all

End Users aware of this Licence's provisions as applicable to such End Users and shall cause End Users to comply with such provisions.

3.4 The API User shall monitor the use of the API and API Data for any activity that breaches applicable laws, rules, and regulations or any terms and conditions of this Licence, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Applications from further use of the Applications.

4. Maintenance releases

4.1 CoolCare may make Maintenance Releases available to the API User. CoolCare warrants that it will use reasonable endeavours to avoid (but does not warrant that) any Maintenance Release adversely affecting the then existing facilities or functions of the API. Planned Maintenance Releases will where reasonably possible be subject to notice (target is 10 days' notice by publication or email notification). CoolCare shall use reasonable endeavours to provide notice of unplanned or reactive Maintenance Releases (for example where CoolCare consider necessary to address security, compatibility or performance issues) but does not guarantee or warrant to do so.

5. Audit

5.1 CoolCare, or its representative, may physically or remotely monitor and audit the API User's use of the API and the API Data to ensure the API User is complying with the terms of this Licence, provided any physical audit shall take place on reasonable advance notice and at reasonable times.

6. Fees

6.1 The API User shall pay CoolCare licence fees in the amounts and within the timescales set out in Schedule 1.

6.2 All payments made by the API User under this Licence are exclusive of VAT. CoolCare shall provide the API User with a valid VAT invoice.

6.3 CoolCare shall be entitled to increase the Fees annually by the greater of 5% or consumer price index plus 2%.

6.4 If the API User fails to make any payment due to CoolCare under this Licence by the due date for payment, then, the API User shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's 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. The API User shall pay the interest together with the overdue amount.

7. Confidentiality and publicity

7.1 Each party shall, during the term of this Licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Licence) nor without the prior written consent of the other disclose to any third party (except its professional advisers or as may be required by any law or any legal or

regulatory authority) any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

7.2   For the avoidance of doubt the API, the API Data and the API Key shall be considered the confidential information of CoolCare and/or CoolCare's relevant Customer for the purposes of this Licence, save that the API and API Data may be disclosed to third parties where expressly permitted by the Release Purpose, subject always to and only in accordance with any restrictions set out in this Licence or the Release Purpose).

7.3   CoolCare shall be entitled to reference the API User as a user of the API and the API Data in CoolCare's general marketing literature, including on CoolCare's website and other online platforms. The reference to the API User for these purposes may include a reference to the API User's corporate name and to any of its trade names and trade marks.

8.   Data protection

8.1   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The API User acknowledges that it is a data processor of a Customer in respect of API Data and has entered into a data processing Licence with and owes direct duties to the Customer as a Data Controller.

8.2   CoolCare may collect certain information about the API User and its personnel, representatives and agents, including End Users, in connection with this Licence, as set out in the then-current version of CoolCare's privacy policy, available at coolcare.co.uk/guides (**Usage Data**). This may include information collected through the API or the CoolCare Product. By entering into this Licence, and accessing, using, and providing information to or through the API or the CoolCare Product, API User consents, and shall procure all required consents from its personnel, representatives and agents (including End Users) to all actions taken by CoolCare with respect to the Usage Data in compliance with the then-current version of CoolCare's privacy policy, available at coolcare.co.uk/guides. In the event of any inconsistency or conflict between the terms of the then-current privacy policy and this Licence, the privacy policy will take precedence.

8.3   The parties acknowledge that the Usage Data is processed by CoolCare as a controller for the purposes of the Data Protection Legislation.

8.4   Without prejudice to the generality of clause 8.1 API User will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data (including Usage Data) to CoolCare for the duration and purposes of this Licence so that CoolCare may lawfully use, process and transfer this data in accordance with this Licence; including in relation to the role outlined in clause 8.3.

9.   Systems and security

9.1   The API User:

(a)   is responsible for the operation and security of the API User System and the Application;

(b)   shall ensure that the API User System and the Application comply with any relevant specifications provided by CoolCare from time to time; and

(c)   shall be, to the extent permitted by law and except as otherwise expressly provided in this Licence, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from the API User System and the Application to the CoolCare Product, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the API User's network connections or telecommunications links or caused by the internet.

(d)   will take reasonable steps to:

(i)   secure the API, the API Data and the API Key (including all copies thereof) from infringement, misappropriation, theft, misuse of unauthorised access; and

(ii)   prevent the introduction of any Virus or Vulnerability into CoolCare's network and information systems (including the CoolCare Product), via the API User's (or End User's) use of the API, the API Key or otherwise.

10.   Export

10.1   Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Licence (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

11.   CoolCare's warranties

11.1   CoolCare undertakes that the API shall perform substantially in accordance with the Specification.

11.2   The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which is caused by use of the API contrary to CoolCare's instructions, or modification or alteration of the API by any party other than the CoolCare's duly authorised contractors or agents. If the API does not conform with the foregoing undertaking, CoolCare will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the API User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the API User's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1.

11.3   Save as set out explicitly in the Specification, CoolCare:

(a)   does not warrant that:

(i)   the API User's use of the API will be uninterrupted or error-free; or

(ii)   the API and/or the API Data obtained by the API User through the API will meet the API User's requirements; or

       (iii)   the API or the API Data will be free from Vulnerabilities or Viruses; or

       (iv)   the API or API Data will comply with any Heightened Cybersecurity Requirements.

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

11.4   This Licence shall not prevent CoolCare from entering into similar licences with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Licence.

11.5   CoolCare warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Licence.

12.   Limits of liability

12.1   Except as expressly and specifically provided in this Licence:

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

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

   (c)   the API and the API Data are provided to the API User on an "as is" basis.

12.2   Except as expressly stated in clause 12.3:

   (a)   CoolCare shall not in any circumstances have any liability for any losses or damages which may be suffered by the API User (or any person claiming under or through the API User), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

       (i)   special damage even if CoolCare was aware of the circumstances in which such special damage could arise;

       (ii)   loss of profits;

       (iii)   loss of anticipated savings;

       (iv)   loss of business opportunity;

       (v)   loss of goodwill;

(vi)   loss or corruption of data,

provided that this clause 12.2(a) shall not prevent claims for loss of or damage to the API User's tangible property that fall within the terms of clause 12.2(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 12.2(a); and

(b)   the total liability of CoolCare, whether in contract, tort (including negligence) or otherwise and whether in connection with this Licence or any collateral contract, shall in no circumstances exceed a sum equal to the greater of £50,000 or the total Fees paid during the 12 months preceding the date on which the claim arose.

12.3   The exclusions in clause 12.1 and clause 12.2 shall apply to the fullest extent permissible at law, but CoolCare does not exclude liability for:

(a)   death or personal injury caused by the negligence of CoolCare, its officers, employees, contractors or agents;

(b)   fraud or fraudulent misrepresentation;

(c)   breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d)   any other liability which may not be excluded by law.

12.4   All references to "CoolCare" in this clause 12 shall, for the purposes of this clause and clause 21 only, be treated as including all employees, subcontractors and suppliers of the CoolCare and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 21.

13.   Intellectual property rights

13.1   All rights, title and interest in any Derived Data shall vest in CoolCare on creation. The API User hereby assigns to CoolCare absolutely with full title guarantee all right, title and interest in and to the Derived Data including:

(a)   the entire copyright and all other rights in the nature of copyright subsisting in the Derived Data;

(b)   any database right subsisting in the Derived Data;

(c)   all other rights in the Derived Data of whatever nature, including Intellectual Property Rights, whether now known or created in the future, to which the API User is now, or at any time after the date of this Licence may be, entitled by virtue of the laws in force in the United Kingdom and in any other part of the world;

(d)   the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Derived Data;

in each case for the whole term including any renewals, reversions, revivals and extensions and together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any

infringement, or any other cause of action arising from ownership, of any of these assigned rights, whether occurring before, on, or after the date of this Licence.

13.2   All use by the API User of the CoolCare Marks, if any, will comply with any usage guidelines that CoolCare may specify from time to time. The API User acknowledges that the API User's use of the CoolCare Marks in connection with this Licence will not create any right, title, or interest in or to the CoolCare Marks in favour of the API User and all goodwill associated with the use of the CoolCare Marks will inure to the benefit of CoolCare.

13.3   The API User will promptly notify CoolCare if the API User becomes aware of any infringement of any Intellectual Property Rights in the API, API Data, Derived Data, and CoolCare Marks and will fully co-operate with CoolCare in any legal action taken by the CoolCare to enforce CoolCare's Intellectual Property Rights.

13.4   The API User acknowledges that all Intellectual Property Rights in the API, API Data, Derived Data, and CoolCare Marks, belong and shall belong to CoolCare, and the API User shall have no rights in or to the same other than the right to use it in accordance with the terms of this Licence.

13.5   CoolCare undertakes at its own expense to defend the API User or, at its option, settle any claim or action brought against the API User alleging that the possession or use of the API, API Data or CoolCare Marks (or any part thereof) in accordance with the terms of this Licence infringes the UK Intellectual Property Rights of a third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the API User as a result of or in connection with any such Claim. For the avoidance of doubt, clause 13.5 shall not apply where the Claim in question is attributable to possession or use of the API, API Data or CoolCare Marks (or any part thereof) by the API User other than in accordance with the terms of this Licence, use of the API or API Data in combination with any hardware or software not supplied or specified by CoolCare if the infringement would have been avoided by the use of the API or API Data not so combined, or use of a non-current release of the API or API Data.

13.6   If any third party makes a Claim, or notifies an intention to make a Claim against the API User, CoolCare's obligations under clause 13.5 are conditional on the API User:

(a)   as soon as reasonably practicable, giving written notice of the Claim to CoolCare, specifying the nature of the Claim in reasonable detail;

(b)   not making any admission of liability, Licence or compromise in relation to the Claim without the prior written consent of CoolCare (such consent not to be unreasonably conditioned, withheld or delayed);

(c)   giving CoolCare and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the API User, so as to enable CoolCare and its professional advisers to examine them and to take copies (at CoolCare's expense) for the purpose of assessing the Claim; and

(d)   subject to CoolCare providing security to the API User to the API User's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as CoolCare may reasonably request to avoid, dispute, compromise or defend the Claim.

13.7   If any Claim is made, or in CoolCare's reasonable opinion is likely to be made, against the API User, CoolCare may at its sole option and expense:

(a)   procure for the API User the right to continue to use the API, API Data or CoolCare Marks (or any part thereof) in accordance with the terms of this Licence;

(b)   modify the API, API Data or CoolCare Marks so that the same ceases to be infringing;

(c)   replace the API, API Data or CoolCare Marks with non-infringing versions; or

(d)   terminate this Licence immediately by notice in writing to the API User and refund any of the Fees paid by the API User as at the date of termination (less a reasonable sum in respect of the API User's use of the API and API Data to the date of termination) on return of all copies thereof.

13.8   This clause 13 constitutes the API User's exclusive remedy and CoolCare's only liability in respect of Claims.

14.   Duration and termination

14.1   Unless terminated earlier in accordance with its terms, this Licence shall commence on the Effective Date for an initial term of 12 months (the **Initial Term**) and shall automatically renew for subsequent 12-month periods (each a **Renewal Term**) unless either party gives the other party written notice of non-renewal at least 30 days before the commencement of the next Renewal Term. The Initial Term, together with each Renewal Term, shall be deemed to be the **Term**).

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

(a)   the other party fails to pay any amount due under this Licence on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

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

(c)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **or** (being a partnership) has any partner to whom any of the foregoing apply;

(d)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a

scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e)   the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

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

(g)   an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

(h)   the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

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

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

(k)   any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(c) to clause 14.2(j) (inclusive);

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

14.3   Without affecting any other right or remedy available to it, CoolCare may terminate this Licence with immediate effect by giving written notice to the API User if there is a change of control of the API User which in the reasonably considered opinion of CoolCare is to a competitor of CoolCare.

14.4   Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.

14.5   Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination or expiry.

14.6   On termination for any reason:

(a)   all rights granted to the API User under this Licence shall cease;

(b)   the API User shall cease all activities authorised by this Licence;

(c)   the API User shall immediately pay to CoolCare any sums due to CoolCare under this Licence; and

(d)   the API User shall immediately delete or return to CoolCare (at CoolCare's option) all copies of the API, API Data and Derived Data then in its possession, custody or control and, in the case of deletion, certify to CoolCare that it has done so.

14.7   Any provision of this Licence which expressly or by implication is intended to come into or continue in force on or after termination of this Licence shall remain in full force and effect.

15.   Sub-licensing

15.1   The API User shall not:

(a)   sub-license, assign or novate the benefit or burden of this Licence in whole or in part;

(b)   allow the API or API Data or Derived Data to become the subject of any charge, lien or encumbrance; and

(c)   deal in any other manner with any or all of its rights and obligations under this Licence,

without the prior written consent of CoolCare, such consent not to be unreasonably withheld or delayed.

15.2   CoolCare may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence, provided it gives written notice to the API User.

15.3   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.   Waiver

16.1   A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2   A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.   Remedies

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

18.   Entire Licence

18.1   This Licence constitutes the entire Licence between the parties and supersedes and extinguishes all previous and contemporaneous Licences, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into this Licence it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

18.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.

19. Variation

19.1 CoolCare reserves the right to change this Licence (a "Variation") at any time, provided that any such Variation will only have effect from the date 14 days after CoolCare serves notice thereof on the Customer in accordance with clause 24.

19.2 Any continued use of the Services by the Customer more than 14 days after notification of any Variation in accordance with clause 19.1 will constitute the Customer's consent to such Variation. If the Customer does not consent to the Variation, then notice must be served on CoolCare to terminate this Licence within 14 days after notification of any Variation.

20. Severance

20.1 If any provision or part-provision of this Licence 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 Licence.

20.2 If any provision or part-provision of this Licence is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Third-party rights

21.1 A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21.2 No person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22. No partnership or agency

22.1 Nothing in this Licence 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 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Force majeure

Neither party shall be in breach of this Licence or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Licence by giving 30 days' written notice to the affected party.

24. Notices

24.1 A notice given to a party under or in connection with this Licence shall be in writing and sent to the party at the address or email address given in this Licence or as otherwise notified in writing to the other party.

24.2 This clause 24.2 sets out the delivery methods for sending a notice to a party under this Licence and, for each delivery method, the date and time when the notice is deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the address;

(b) if sent by pre-paid first-class post or other next working day delivery service providing proof of postage at 9.00am on the second Business Day after posting;

(c) if sent by email, at the time of transmission.

24.3 If deemed receipt under clause 24.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 24.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.4 CoolCare may notify the Customer of any Variation made in accordance with clause 19, by notices sent by means of the CoolCare Product or posted on the CoolCare website, or any CoolCare API landing page.

24.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. Governing law and jurisdiction

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

25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 API

Part 1 Release Purpose

The API Data shall be used for the following reasons only:

- To analyse, provide insights and allow development of custom reporting
- To insert new data such as a new admission
- To copy / synchronise data with other software

The API shall not be used for:
- Bulk upload of data due to migration from another system
- Measuring availability and performance of CoolCare
- Developing commercial services

Part 2 Fees

No fees shall apply unless expressly agreed with CoolCare.

Part 3 API Limits

1. Daily Quota

1.1   The API User shall not exceed effectively 2400 API Calls per day as derived from Rate Limit.

2. Rate Limit

2.1   The API User shall not exceed 25 API Calls per 15 minutes, regardless of the endpoint being called.

3. Concurrency Limit

3.1   The API User shall be permitted to make a maximum of 5 concurrent API Calls.

4. Authorised Users

4.1   The maximum permitted number of Authorised Users shall be 5.

Part 3 SECURITY STANDARDS

1.1   The API User shall ensure that it has in place suitable and appropriate technical and organisational security measures to maintain the security and confidentiality of the API Data including complying with any Customer requirement relating to Personal Data.

1.2   In assessing the appropriate technical and organisational measures and the levels of security to be adopted to protect the API Data, the API User shall take account of:

(a)   the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons and risks pertaining to wider confidential information, so as to ensure a level of security appropriate to the risk, including for example:

(i)   pseudonymisation / encryption;

(ii)   ensuring confidentiality, integrity, availability and resilience of processing systems and services (including the use of password and MFA);

(iii)   the ability to restore availability of and access to personal data in a timely manner following an incident; and

(iv)   a process for regularly testing, assessing and evaluating the effectiveness of the security measures.