




MASTER CONTENT LICENSE AGREEMENT

This Master Content License Agreement (“**Agreement**”), dated and made effective on December 14, 2018 (the “**Effective Date**”), is by and between Amazon Digital Services LLC, a Delaware corporation, with a place of business at 410 Terry Avenue North, Seattle WA 98109, and any of its Affiliates that enter into a SOW (defined below) under this Agreement (collectively, “**Amazon**”), and the Secretary of State for Health and Social Care, acting on behalf of the Crown, 39 Victoria Street, London SW1H 0EU (“**Licensor**”). “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Amazon or Licensor, as appropriate.

In consideration of the conditions and covenants set forth in this Agreement, and other good and valuable consideration, as the parties agree as follows:

1. Licensor Materials.

a) **Statements of Work.** Licensor will license and provide to Amazon certain content (“**Licensor Content**”) and trademarks (“**Licensor Marks**”) as the parties may from time to time agree and specify under statements of work (“**SOW**”) to be executed by the parties. Each SOW will have a description of the Licensor Content and Licensor Marks to be provided under that SOW and any additional mutually agreed terms and conditions. Any Affiliate of Amazon will have the right to enter into SOWs with Licensor under this Agreement, and with respect to such SOWs, such Affiliate becomes a party to this Agreement and references to Amazon in this Agreement are deemed to be references to such Affiliate. With respect to Amazon, each SOW is a separate obligation of the Amazon entities or entity that execute(s) such SOW and no other Amazon entity has any liability or obligation under such SOW.

b) **License.** Subject to the terms of this Agreement and the SOW, Licensor hereby grants to Amazon and its Affiliates, a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to use, distribute, reproduce, display, transmit, perform, excerpt, reformat, adapt or otherwise create derivative works of the Licensor Content and the Licensor Marks and to sublicense all of the foregoing rights to operators of Amazon Associated Properties (as defined below); provided, however, that nothing in this Agreement will prevent or impair Amazon’s right to use any content or materials without Licensor’s consent to the extent that such use is allowable without a license from Licensor under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party). Amazon’s use of the Licensor Marks will inure to the benefit of Licensor. “**Amazon Associated Properties**” means any website or other online point of presence, mobile application, service or feature, other than an Amazon website, point of presence, mobile application, service or feature, through which any Amazon products or services are syndicated, offered, merchandised, advertised, or described.

2. Amazon Websites and Services.

Notwithstanding anything to the contrary in this Agreement or any SOW, Amazon may determine the content, appearance, functionality and all other aspects of its websites and services in its sole discretion, and may redesign, modify, and alter the content, appearance, and functionality of its sites from time to time in its sole

discretion. Amazon may decline to use any of the Licensor Content or Licensor Marks in any Amazon website or service in its sole discretion.

3. Fees and Payment.

a) **Fees.** Amazon will pay Licensor the applicable fees specified in a SOW. Licensor is entitled to no other compensation or reimbursement for or in connection with the SOW. Except as expressly provided in this Agreement, Licensor will bear sole responsibility for all expenses incurred in connection with its performance under this Agreement. Unless otherwise elected by Amazon, the fees under any SOW will be in United States Dollars.

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b) **Invoicing; Payment Terms.** Unless otherwise agreed in a SOW, fees will be invoiced on a monthly basis in arrears. Amazon will remit all properly payable amounts on any invoice within sixty (60) days following its receipt of such invoice or its acceptance of the applicable Licensor Content and Licensor Marks, whichever is later. Each invoice will be in form and content reasonably acceptable to Amazon and will contain reasonable detail describing the basis for the invoiced amounts, including a reference to the applicable SOW. Licensor will furnish such receipts, documents and other supporting materials as Amazon may reasonably request to verify the contents and accuracy of any invoice. Payments may be made according to Amazon's then-current payment policies, which may include electronic payment. Payment of an invoice without asserting a dispute is not a waiver of any claim or right.

c) **Taxes.** Licensor may charge and Amazon will pay applicable national, state or local sales or use taxes or value added taxes that Licensor is legally obligated to charge ("**Taxes**"), provided that such Taxes are stated on the original invoice that Licensor provides to Amazon and Licensor's invoices state such Taxes separately and meet the requirements for a valid tax invoice. Amazon may provide Licensor with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Licensor will not charge and/or collect the Taxes covered by such certificate. Amazon may deduct or withhold any taxes that Amazon may be legally obligated to deduct or withhold from any amounts payable to Licensor under this Agreement, and payment to Licensor as reduced by such deductions or withholdings will constitute full payment and settlement to Licensor of amounts payable under this Agreement. Throughout the term of this Agreement, Licensor will provide Amazon with any forms, documents, or certifications as may be required for Amazon to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

4. Term; Termination and Survival.

a) **Term.** The term of this Agreement will commence on the Effective Date and continue until either party terminates the Agreement in accordance with this Section 4 ("**Term**").

[REDACTED] Either party may terminate this Agreement at any time for any [REDACTED] by providing the other party [REDACTED] written notice, provided that this Agreement will survive with respect to any SOW entered into before termination of this Agreement until the

expiration or termination of such SOW.

c) **Termination for Material Breach.** A breach of this Agreement will not be considered material until the breaching party is given notice of its breach and fails to cure within [REDACTED] of the notice. If the breach remains uncured following this [REDACTED] cure period, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party. If the Agreement is terminated for breach, any SOW in effect at the time is also terminated concurrently.

d) **Effect.** Section 1b and sections 5 through 11 of this Agreement will survive the expiration or termination of this Agreement.

5. Representations and Warranties.

a) **By Each Party.** Each party represents and warrants to the other that: (i) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations and grant the rights, licenses and authorizations it grants under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by such party, and constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; and (iii) it is duly incorporated, validly existing, and in good standing as a company under the laws of the jurisdiction of its formation.

b) **By Licensor.** Licensor represents and warrants to Amazon that: (i) the Licensor Content and Licensor Marks are the exclusive intellectual property of Licensor and Licensor has the lawful right to use and to license the Licensor

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Content and Licensor Marks to Amazon as provided in this Agreement; (ii) the use by Amazon of the Licensor Content and Licensor Marks or any portion of any of the foregoing will not result in the infringement, violation or misappropriation of any copyright, trademark, right of publicity, moral right, trade secret, or other proprietary right; and (iii) Licensor and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

6. Confidentiality.

a) **Confidential Information.** For purposes of this Agreement, "Confidential Information" means all nonpublic information disclosed by either party to the other party in connection with this Agreement, including the terms and conditions of this Agreement or any SOW, and any other nonpublic technical or business information of a party, or other information designated as Confidential Information by the disclosing party. Confidential Information does not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of the receiving party; (ii) the receiving party can demonstrate to have had lawfully in its possession without an obligation of confidentiality prior to disclosure hereunder; (iii) is

independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) the receiving party lawfully obtains from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information.

b) **Limited Use and Non-Disclosure.** Each party will: (a) not disclose, without the other party's prior written consent, the other party's Confidential Information to any third party (other than a party's Affiliates); (b) use the other party's Confidential Information only to the extent necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other party's Confidential Information only to those of its employees and contractors who need to know such information for purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than this Section 6; and (d) protect all Confidential Information of the other party from unauthorized use, access, and disclosure using at least the same steps it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. Each party will ensure that its Affiliates comply with this Section 6. If the receiving party receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, it will cooperate with the disclosing party to seek confidential treatment of such Confidential Information and will, to the extent permitted by law, give the disclosing party sufficient prior written notice in order to contest such requirement or order or to seek a protective order.

7. **Limitation of Liability.**

██████████ in no event will (a) either party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability or (b) either party's liability for direct damages under this Agreement exceed ██████████

8. **Publicity.** Licensor may not issue a press release or any other publicity in connection with or related to this Agreement or Amazon's use of Licensor Content without the prior written consent of Amazon.

9. **Notice.** All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end this Agreement. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 9.

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10. **Miscellaneous.** This Agreement and any SOW under this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and there are no representations, understandings or agreements that are not fully expressed in this Agreement or any SOW under this Agreement. To the extent this Agreement conflicts with any SOW, the terms of the SOW will govern. Licensor may not assign its rights, duties or obligations under this Agreement without Amazon's prior written consent. Any attempt to assign in violation of this section is void in each instance. Subject to that restriction, this Agreement and the terms of any applicable SOW will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. Amazon may assign this Agreement (or any of its rights and obligations under this

Agreement or any SOW): (a) to any of its Affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. The parties to this Agreement are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, employment or principal agent relationship between the parties. Licensor will not represent itself to be an employee, representative, or agent of Amazon. Licensor will have no authority to enter into any agreement on Amazon's behalf or in Amazon's name or otherwise bind Amazon to any agreement or obligation. No amendment to this Agreement will be valid unless such amendment is in writing and is signed by the party against whom enforcement is sought. Any of the terms and conditions of this Agreement may be waived at any time in writing by the party entitled to the benefit thereof, but a waiver in one instance will not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement will not operate as a waiver of the provision or of any other provision hereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement will remain in full force and effect. This Agreement is governed by the laws of England and Wales, without reference to its conflicts of law rules. Each party agrees to exclusive personal jurisdiction and venue in the courts of London, England, for any dispute arising out of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument. This Agreement may also be executed and delivered in electronic form or facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

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follows]**

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date set forth below:

AMAZON DIGITAL SERVICES LLC LICENSOR

By: By

Print Name:

Date Signed: Date Signed

Notice Information:

Mailing Address:

P.O. Box 81226

Seattle, WA 98108-1226

Attn: General Counsel

Notice Information:

Mailing Address:

39 Victoria Street

London SW1H 0EU

Courier Address:

410 Terry Ave. N.

Seattle, WA, 98109-5120

Attn: General Counsel

Phone: (206) 266-2335

Fax: (206) 266-7010

Courier Address:

39 Victoria Street
London SW1H 0EU

██████████ Director of Business Development

December 14, 2018

Strategic Procurement Senior Manager

December 14, 2018

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STATEMENT OF WORK #1

This Statement of Work ("**SOW**") is subject to the Master Content License Agreement ("**Agreement**") dated as of December 12, 2018, and is made effective as of December 14, 2018 ("**SOW Effective Date**") by and between Amazon Digital Services LLC ("**Amazon**") and the Secretary of State for Health and Social Care, acting on behalf of the Crown, 39 Victoria Street, London SW1H 0EU ("**Licensor**"). Unless defined in this SOW, capitalized terms have the meanings given to them in the Agreement.

1. Licensor Content. Licensor Content includes all of Licensor's healthcare information, including without limitation symptoms, causes, and definitions, and all related copyrightable content, data, information and other materials Licensor makes available to Amazon.

2. Licensor Marks. Licensor Marks means (a) the NHS logo (UK registered trademarks number UK00002527994, UK00002139445 and UK00002356641) being in the form and with the accompanying words provided by Licensor to Amazon, (b) the NHS letters (UK registered trademarks UK2336307 and UK2353908), (c) the website address "NHS.UK" and (d) any other trademarks or logos Licensor makes available to Amazon, (a) to (d) in each case solely using graphics and files as provided by Licensor to Amazon, and, except as otherwise agreed to by the parties, Amazon agrees to only use Licensor Marks in connection with Alexa Attribution (as defined below). This right to use the Licensor Marks does not extend to any publicity, marketing or other communications to potential Alexa end users or the general public.

3. Licensor API. Licensor hereby grants to Amazon and its Affiliates, a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to (a) access and use Licensor's application program interfaces, which will enable Amazon to obtain Licensor Content (the "**Licensor API**"), (b) access and use any systems, programs or software made available through Licensor APIs, and (c) use, copy, cache, store and make backup and archival copies of all tools and documentation related to the Licensor API, in each case to do any of the following, directly or through third parties:

- i. design, develop, evaluate, port, test and configure, products, applications, cloud-based services and/or distributed software that provide end users to access Licensor Content ("**Solutions**");
- ii. provide support and maintenance for Solutions; and
- iii. enable end users to use and access products, services, software and websites Amazon or its Affiliates make available ("**Amazon Products**"), and products, services, software and websites that third-parties implementing the Alexa Voice Service make available ("**AVS Products**"), that use a Solution.

Additionally, Licensor hereby grants Amazon and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to make, have made, promote, market, advertise, publicize, distribute, offer for sale and sell Solutions and any products or services that use a Solution and the right to sublicense the foregoing rights to manufacturers of AVS Products and Amazon Associated Properties. The license grants set forth in this Section 3 include a license under any current and future intellectual property rights of Licensor and its Affiliates to the extent necessary: (a) to exercise any license right granted under this Agreement or SOW; and (b) to combine a Solution with any hardware and software.

[REDACTED]

5. Fees. N/A

6. Additional Terms and Conditions.

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[REDACTED]

a) Licensor will make the Licensor API and all related documentation, tools and other materials in a manner as requested by Amazon within one (1) business day of the SOW Effective Date.

b) Licensor will provide updated and refreshed versions of Licensor Content to Amazon at least once weekly or upon Amazon's reasonable request.

c) Licensor may, from time to time, issue updates to the Licensor Content which include corrections or withdrawals. Following Amazon's receipt of such updates, if Amazon elects to respond to any customer query to Alexa using Licensor Content, Amazon agrees to use commercially reasonable efforts to implement any relevant updates in its response. If Amazon publishes any Licensor Content or derivative works for which Licensor reasonably believes Amazon has failed to implement a correction or withdrawal, Licensor may provide Amazon with notice of its failure to update Licensor Content. [REDACTED]

[REDACTED]

d) Licensor will not take any action that would block or prevent the operation of a Solution in Amazon Products or AVS Products and will support and maintain the Licensor API during the SOW Term, as defined below.

e) When Amazon publishes Licensor Content in a response to a user query to Alexa during SOW the Term (as defined below), Amazon agrees to provide voice attribution ("**Alexa Attribution**") to Licensor, the implementation of which Amazon may determine in its sole discretion. Amazon may also provide visual attribution. Amazon agrees that if it chooses to use Licensor Marks or any other trademarks or logos that

termination (email is acceptable) (“**SOW Term**”), and Licensor may terminate this SOW by providing [REDACTED] prior written notice to Amazon. All written notices from Licensor to Amazon must be provided both in email to [REDACTED]

b. If either party elects to terminate this SOW, Amazon agrees it will not publish Licensor Content externally as of the date the SOW terminates.

8. Service and Support.

a) **Service.** Licensor will make the Licensor API available to Amazon during the SOW Term, and Licensor will protect its computer and operations systems necessary to provide the Licensor Content and the Licensor API (“**Licensor Systems**”) against outages using standard industry methods designed to prevent outages and minimize impacts during any unavoidable service interruptions, including ensuring that (a) the Licensor Systems are UPS protected, backed up automatically, and protected by fire suppression systems, and (b) it has implemented and regularly tests a disaster recovery or business continuity plan.

b) **Support.** Licensor will make technical support available to Amazon during normal business hours at Amazon’s request. Licensor will provide Amazon with an email and phone number that may be used to contact Licensor to report technical or other issues, including without limitation Licensor API access outages or slowness. For technical issues that make the use or continued use of the Licensor API impossible, Licensor agrees to respond to Amazon reports of technical issues within one (1) business day of receipt of the problem report and immediately thereafter use its best efforts (including by diligently and continuously performing such services as may be necessary) to remediate the issue as follows: (a) promptly replicate and verify the reported problem; (b) arrive at a fix (or workaround acceptable to Amazon) as promptly as possible; and (c) implement the final form of the fix promptly after the fix or workaround has been developed. For technical issues that degrade the performance of the Licensor API but do not make the Licensor API impossible to use, Licensor agrees to respond to Amazon reports of technical issues within two (2) business days of receipt of the problem report, and immediately thereafter diligently perform, during normal business hours, such services as may be necessary to perform the above-described remediation.

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[REDACTED]
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this SOW as of the date set forth below.:

AMAZON DIGITAL SERVICES LLC LICENSOR

By: By:

Print Name: Print Name:

Title: Title:

Strategic Procurement Senior Manager

Date Signed: Date Signed:

[REDACTED]
December 14, 2018

Director of Business Development

December 14, [REDACTED]
[REDACTED]

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