



VaccinationTrack - Licence Agreement

Licensor	Quantum Health Solutions (QHS) Limited incorporated and registered in England and Wales with company 12142481 whose registered office is; 1 Vincent Square, London, SW1P 2PN
Licensor Representative:	PLEASE ENTER
Customer:	PLEASE ENTER
Customer Representative:	PLEASE ENTER
Customer billing contact:	PLEASE ENTER
Commencement Date:	PLEASE ENTER
Licence Terms	12 months
Software Licence Fee:	£ PLEASE ENTER
Per booked appointment fee:	£0.25p
Implementation fee	0
Appointment billing:	Billed at the start of the campaign based on estimated number of bookings.
QHS Bank Details:	Starling Bank Account Number: 25604940 Sort Code: 608371

SIGNED for and on behalf of
Quantum Health Solutions

.....

Title: Director

Date:

SIGNED for and on behalf of
[Insert client name]

.....

Title:

Date:

Terms Agreed

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

"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.
"Applicable Laws"	any and all applicable laws, regulations and industry standards or guidance (including without limitation any applicable British Standard) and any applicable and binding judgment of a relevant court of law.
"Authorised User(s)"	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Software and the Documentation;
"Available Module(s)"	means any additional software products or modules which Quantum Health Solutions may offer to the Customer as may be specified in an Order Form;
"Available Service(s)"	any service as QHS may offer to the Customer from time-to-time as may be specified in an Order Form;
"Business Day"	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Business Hours"	the period from 9.00 am to 5.00 pm on any Business Day.
"Charges"	any sums payable by the Customer for the Services as set out in an Order Form.
"Control"	as defined in section 1124 of the Corporation Tax Act 2010 and "change of Control" shall be construed accordingly.
"Commencement Date"	Means the date specified in the Contract Particulars.
"Customer Data"	(a) any data or information that is added into the software by or on behalf of the Customer, and (b) any data resulting from the Customer's processing of such data or information in connection with providing the software to the Customer hereunder;
"Customer's Equipment"	any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services including any such items specified in an Order Form.
"Deliverables"	any output of the Services to be provided by QHS to the Customer as specified in an Order Form.
"Documentation"	the manual or manuals (whether in printed or electronic form) provided in connection with VaccinationTrack or other related products, including any replacements, modifications and additions to such documentation supplied under this Agreement.
"Heightened Cybersecurity Requirements"	any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are

	applicable to either the Customer or its end users but not QHS in each case 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), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;
"Initial Term"	The period specified in the Contract Particulars.
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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.
"Software licence Fee"	the software licence fee payable in consideration of the access to VaccinationTrack granted by QHS pursuant to this Agreement as specified in the Contract Particulars.
"Per booked appointment Fee"	the per booked appointment fee is based on the charge per booked appointment booked through VaccinationTrack. This is a transaction fee per appointment.
"Loss" or "Losses"	all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges whether arising under statute, contract or at common law.
"Minimum Requirements"	THE FUNCTIONALITY REQUIRED OF THE CUSTOMER'S SITE STATE IN ORDER TO ACCESS AND USE THE SOFTWARE PROVIDED PURSUANT TO THIS AGREEMENT IN ACCORDANCE WITH THE SPECIFICATION AS SET OUT IN SCHEDULE 1
"Order Form"	AN ORDER, DESCRIBING THE SERVICES PROVIDED BY QHS, THE TIMETABLE FOR THEIR PERFORMANCE AND/OR DELIVERY THE RELATED MATTERS LISTED IN THE TEMPLATE ORDER FORM SET OUT IN SCHEDULE 2
"Software Licence"	any fees payable by the Customer for software which are provided by QHS to the customer pursuant to an Order Form.
"Services"	any Available Services which are provided by QHS to the Customer pursuant to an Order Form.
"Software"	the computer program or programs comprised purchased by the Customer.

"Specification"

THE SPECIFICATION OF THE SOFTWARE AND FUNCTIONALITY CONTAINED IN OR REFERRED TO IN SCHEDULE 1

and/or any Order Form (as applicable);

"UK Data Protection Legislation"

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"VAT"

value added tax or any equivalent tax chargeable in the UK or elsewhere.

Commencement and Duration

1.2 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause (Termination), for the Initial Term. At the expiry of the Initial Term, this Agreement will be renewed subject to agreement by both parties for successive periods of 12 months (each a "Renewal Period"), unless:

1.2.1 either party gives the other party written notice of termination at least 60 days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate on the expiry of the Initial Term or Renewal Period.

2. Software Licence fee

2.1 QHS grants to the Customer a non-exclusive, non-transferable licence to (a) use the Software (in object code form only) and the Documentation, during the Term of this Agreement for its own internal business purposes only, subject to the terms and conditions contained in this Agreement.

2.2 In consideration for the grant of the software licence, the Customer shall pay to QHS the Software Licence fee. The Software licence fee and any Per Booked Appointment Fee shall be payable on the date(s) and frequency set out in the Contract Particulars.

2.3 The software licence fee does not include value added tax ("VAT") which shall be payable in addition by the

Customer at the same time as the software licence fee, subject to delivery by QHS of a valid VAT invoice.

2.4 All sums payable under this Agreement:

are due within 30 days after the date of delivery of a correct invoice to the bank account specified in the Contract Particulars (or as otherwise notified by QHS from time to time). If any sum payable to QHS by the Customer is not paid by the due date, QHS may suspend access to the software and all rights granted to the Customer in this Agreement, and/or charge interest on any sums due (after as well as before any judgement) from the last date for payment of that sum to the date of actual payment at the rate of four per cent above the base rate of interest ;

2.4.1 shall be paid in full without any set-off, counterclaim, deduction or withholding except as required by law;

2.4.2 shall be paid in pounds sterling; and

2.4.3 are non-cancellable and non-refundable.

3. **Access to the Software**

4. **QHS shall make access available to the software for an unlimited number of users employed within the organisation named on this licence agreement via www.vaccinationtrack.com**

4.1 The Customer will:

4.1.1 supply to QHS at QHS's request all information reasonably required to enable it to grant appropriate access to end users;

4.1.2 ensure that all users are authorised to access the software and the number of users shall not exceed the scope of this software licencing agreement;

4.1.3 ensure any login details provided by QHS are used only by the specified Authorised Users and are not transferred to any third parties contrary to the terms of this Agreement;

4.1.4 ensure that each Authorised User shall keep a secure password for their use of the software. Such password shall be changed as often as may be reasonably required by QHS and each Authorised User shall keep their password confidential.

4.1.5 Customer Requirements

4.2 The Customer shall:

4.2.1 provide QHS with:

- 4.2.1.1 all co-operation in relation to the Software as may be required by QHS; and
 - 4.2.2 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner;
 - 4.2.3 ensure that the Software is accessed on equipment that meets the Minimum requirements and the Customer acknowledges that it must comply with the Minimum Requirements. QHS shall have no liability for any defect or non-performance of the Software which results from the failure of the Customer to ensure that its information technology estate meets the minimum requirement;
 - 4.2.4 comply with all Applicable Laws;
 - 4.2.5 notify QHS as soon as it becomes aware of any unauthorised use of the Software by any person(s)
- 4.3 The Customer shall not:
- 4.3.1 without the prior written consent of QHS:
 - 4.3.1.1 sub-license, assign or novate the benefit or burden of this Agreement in whole or in part;
 - 4.3.2 access, store, distribute or transmit any viruses, or any material during the course of its use of the Software.
 - 4.3.2.1 is otherwise illegal or causes damage or injury to any person or property,
 - 4.4 and QHS reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the Software in the event that the Customer or any Authorised User breaches the provisions contained within this agreement.

4.5

5. QHS's obligations

- 5.1 QHS confirms that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.
- 5.2 QHS warrants that the Software will conform in all material respects to the Specification during the Term. If, within the Term, the Customer notifies QHS of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having

amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by QHS, or it has not been loaded onto QHS-specified or suitably configured equipment, QHS shall do one of the following:

- 5.2.1 terminate this Agreement immediately by notice in writing to the Customer and refund any
- 5.2.2 licence fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software and receipt of the Services to the date of termination) on return of the Software and all copies thereof, provided the Customer provides all the information that may be necessary to assist QHS in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable QHS to re-create the defect or fault.
- 5.3 QHS does not warrant that the use of the Software will be uninterrupted or error-free or that it will meet any Heightened Cybersecurity Requirements.
- 5.4 The Customer acknowledges that any Open-Source Software and/or Third Party Software provided by QHS (whether itself or through its licensors) is provided "as is" and expressly subject to the disclaimer In this contract.
- 5.5 QHS shall use reasonable endeavours to make the software available 24 hours a day, seven days a week, except for:
 - 5.5.1 planned maintenance carried out during the maintenance window of 21:00 to 22:00; and
 - 5.5.2 unscheduled maintenance performed outside Business Hours, provided that QHS has used reasonable endeavours to give the Customer at least 2 hours prior notice.
- 5.6 Where the Customer purchases Services from QHS pursuant to an Order Form:
 - 5.6.1 QHS shall perform the Services substantially in accordance with the Order Form and with reasonable care and skill. This obligation shall not apply to the extent that any non-compliance is caused by the Customer's use of the Services contrary to the Documentation or QHS's instructions, or by modification or alteration of the Services by any party other than QHS or QHS's duly authorised contractors or agents;
 - 5.6.2 if QHS does not comply with clause QHS shall perform the Services substantially in accordance with the Order Form and with reasonable care and

skill. This obligation shall not apply to the extent that any non-compliance is caused by the Customer's use of the Services contrary to the Documentation or QHS's instructions, or by modification or alteration of the Services by any party other than QHS or QHS's duly authorised contractors or agents, QHS will, at its expense, use all reasonable endeavours to correct any such non-compliance promptly or provide an alternative equivalent service. This constitutes the Customer's exclusive remedy for any breach of clause QHS shall perform the Services substantially in accordance with the Order Form and with reasonable care and skill. This obligation shall not apply to the extent that any non-compliance is caused by the Customer's use of the Services contrary to the Documentation or QHS's instructions, or by modification or alteration of the Services by any party other than QHS or QHS's duly authorised contractors or agents;

5.6.3 QHS shall without limiting its other rights or remedies have the right to suspend access to the software until the Customer remedies the Customer Default;

5.6.4 QHS shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from QHS failure or delay to perform any of its obligations; and

6. Proprietary Rights

6.1 The Software and the Documentation and the copyright and other intellectual property rights of whatever nature in the Software and the Documentation are and shall remain the property of QHS. Except for the specific rights granted in this Agreement, nothing shall operate to grant to the Customer, and the Customer shall not obtain, any rights in or in relation to the Software, or documentation

6.2 If any Claim is made, or in reasonable opinion is likely to be made, against the Customer, QHS may at its sole option and expense:

6.2.1 procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this agreement;

6.2.2 modify the Software so that it ceases to be infringing;

6.2.3 replace the Software with non-infringing software; or

6.2.4 terminate this Agreement immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

6.2.5 provided that if QHS modifies or replaces the Software, the modified or replacement Software must comply with the warranties and the Customer shall have the same rights in respect thereof as it would have had under those

clauses had the references to the date of this Agreement been references to the date on which such modification or replacement was made.

6.3 As between QHS and the Customer, the Customer owns all rights, title, and interest in and to the Customer Data.

7. Data Protection

For the purpose of this clause the following definitions apply:

"Adequacy Decision"	a finding under Article 25(2) of the Data Protection Directive that a country or territory ensures an adequate level of protection within the meaning of Article 25 of the Data Protection Directive or (as applicable) a finding under Article 45(1) of the General Data Protection Regulation that a country, a territory or one or more specified sectors within that country, or the international organisation in question ensures an adequate level of protection within the meaning of Article 45 of the General Data Protection Regulation;
"Controller"	has the meaning given in the General Data Protection Regulation;
"Data Protection Directive"	Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
"Data Protection Laws"	the Data Protection Act 2018, GDPR and any relevant law implemented as a result of GDPR;
"Data Subject"	has the meaning given in the General Data Protection Regulation;
"General Data Protection Regulation" or "GDPR"	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"Non-adequate Country"	a country or territory which is outside the European Economic Area and in respect of which there has not been an Adequacy Decision. For the purposes of this Agreement, "Non-adequate Country" includes the United States of America;
"Personal Data Breach"	has the meaning given in the General Data Protection Regulation;
"Personal Data Particulars"	the Personal Data to be Processed by QHS
"Privacy Notice"	the information notice required to be supplied to Data Subjects under Data Protection Laws detailing the relevant Processing and provided at a time, in a form and at all times containing content, which is compliant with the requirements of Data Protection Law and relevant guidance issued by the Article 29 Working Party/European Data Protection Board and/or the Information Commissioner's Office;
"Processing"	has the meaning given in the General Data Protection Regulation and "Process" and "Processed" have corresponding meanings;
"Processor"	has the meaning given in the General Data Protection Regulation; and

"Supervisory
Authority"

has the meaning given in the General Data Protection Regulation.

General

- 7.1 The parties acknowledge and agree that for the purposes of the Agreement the Customer is the Controller and QHS is a Processor in respect of all Data Processed pursuant to the Agreement.
- 7.2 The Customer shall comply with its obligations under Data Protection Laws in respect of all Personal Data Processed pursuant to this Agreement.
- 7.3 The Customer warrants and represents that:
 - 7.3.1 all Personal Data which it transmits to QHS is transmitted in accordance with Applicable Laws; and
 - 7.3.2 it has and shall maintain throughout the term of the Agreement all appropriate, lawful bases to use such Personal Data in accordance with the Agreement, including ensuring the provision of appropriate Privacy Notices to any relevant Data Subjects covering the Processing of such Personal Data by QHS pursuant to this Agreement.
- 7.4 Notwithstanding any provision to the contrary within this clause, QHS may take any steps that QHS (acting reasonably and in good faith) determines are necessary in order for it to comply with Data Protection Laws. This shall include, without limitation, QHS having the right to notify any relevant Supervisory Authority of any circumstance that has arisen in relation to the Processing of Personal Data under the Agreement to the extent that QHS (acting reasonably and in good faith) believes that this is necessary in order to comply with Data Protection Laws.

Security

- 7.5 QHS shall maintain appropriate technical and organisational security measures in accordance with Article 32 of the General Data Protection Regulation, including:
 - 7.5.1 encryption of the Personal Data (where appropriate);
 - 7.5.2 measures which ensure the confidentiality, integrity, availability and resilience of the systems Processing that Personal Data;

7.5.3 measures which enable QHS to restore the availability of and access to the Personal Data in a timely manner in the event of an incident which affects such availability and/or access; and

7.5.4 a process for regularly testing, assessing and evaluating the effectiveness of such technical and organisational measures for ensuring the security of the Processing.

7.6 QHS shall ensure that the measures are appropriate regard to:

7.6.1 the nature of the Personal Data and the scope, context and purposes of the Processing and the likelihood and severity of the risks to Data Subjects that are presented by the Processing of such Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and

7.6.2 the state of technological development and the cost of implementing such measures.

Data Subject Rights

7.7 QHS shall, to the extent reasonably practicable, provide the Customer with such assistance as the Customer reasonably requests in order to comply with its obligations and fulfil Data Subjects' rights under Data Protection Laws, including:

7.7.1 responding to requests or queries from Data Subjects in respect of their Personal Data;

7.7.2 cooperating with a legal action in connection with the Personal Data or an investigation in connection with the Personal Data by a regulatory body; or

7.7.3 restoring access to and/or otherwise safeguarding the Personal Data,

7.8 within any reasonable timescales agreed with the Customer.

Personal Data Breach Notification

7.9 QHS shall notify the Customer without undue delay if QHS becomes aware of a Personal Data Breach.

Controllers

7.10 To the extent that both QHS and the Customer are Controllers in relation to any Personal Data Processed in connection with this Agreement, then both parties shall perform their respective duties under Data Protection Laws and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties, including mutual cooperation in respect of providing a Privacy Notice and dealing with complaints.

- 7.11 QHS will provide reasonable assistance, as requested by the Customer from time to time, in undertaking any data protection impact assessments and/or consultation with a Supervisory Authority that the Customer may reasonably undertake pursuant to General Data Protection Regulation.
- 7.12 QHS shall ensure that its personnel, to the extent that they are involved in the Processing of Personal Data in connection with this Agreement, shall be subject to appropriate binding obligations to protect the confidentiality of such Personal Data.

8. Confidentiality and publicity

- 8.1 QHS may use the Customer's name as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material in accordance with the Customer's instructions (if any) from time to time.

9. Limits of Liability & Indemnity

- 9.1 Subject to clause Nothing in this Agreement shall limit or exclude either party's liability for:, QHS liability in connection with this Agreement for any one claim or series of connected claims shall in no event exceed 100% of all software licence fees, paid in the year in which the first act or omission giving rise to the liability occurs.
- 9.2 Subject to clause Nothing in this Agreement shall limit or exclude either party's liability for:, QHS shall not be liable to the Customer in respect of all causes of action arising out of or in connection with this Agreement (whether in contract, strict liability, tort (including negligence), misrepresentation or otherwise howsoever arising) for any:
 - 9.2.1 indirect, consequential or special loss or damage;
 - 9.2.2 loss of profits;
 - 9.2.3 loss of business;
 - 9.2.4 depletion of goodwill and/or similar losses; or
 - 9.2.5 loss or corruption of data or information.

9.3 Nothing in this Agreement shall limit or exclude either party's liability for:

- 9.3.1 death or personal injury resulting from negligence;
- 9.3.2 fraud or fraudulent misrepresentation; or
- 9.3.3 any other liability the exclusion or limitation of which is not permitted by English law.

9.4 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

9.5 The Customer assumes sole responsibility for the accuracy of the Customer Data and the use of such Customer Data by the Authorised Users. QHS shall have no liability (whether in contract, tort (including negligence) or otherwise howsoever arising) for any damage caused by errors or omissions in the Customer Data or in any information, instructions or scripts provided to QHS by the Customer in connection with the use of the Software, or any actions taken by QHS at the Customer's direction.

10. Termination

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

- 10.1.1 the other party commits a material breach of any term of this Agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 10.1.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 10.1.3 the other party undergoes an Insolvency Event.

10.2 Without affecting any other right or remedy available to it, QHS may terminate this Agreement and any Module and or Services with immediate effect by giving written notice to the Customer if:

- 10.2.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or

10.2.2 there is a change of Control of the Customer to which QHS has not given its prior written consent (which shall not be unreasonably withheld or delayed).

10.2.3

11. Consequences of termination

11.1 On termination or expiry of this Agreement:

11.1.1 the Customer's right to use the Software shall terminate automatically unless otherwise agreed with QHS (at its sole discretion);

11.1.2 the Customer shall pay to QHS outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, QHS may submit an invoice, which shall be payable on receipt;

11.1.3 QHS may destroy or otherwise dispose of any of the Customer Data in its possession unless QHS receives, no later than 10 days after the effective date of the termination of this Agreement. QHS shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, complied with all of its obligations under this Agreement. The data will be returned to the customer in CSV file format.

11.2 Termination or expiry of this Agreement 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 agreement which existed at or before the date of termination or expiry.

12. Variation

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

13. Entire agreement

13.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

14. Conflict

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

15. Severance

15.1 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.

15.2 If any provision or part-provision of this Agreement is deemed deleted 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.

16. Third party rights

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

17. No partnership or agency

17.1 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.

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

18. Governing law

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

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

SCHEDULE 1

VaccinationTrack

Part 1: VaccinationTrack description

VaccinationTrack is a vaccination campaign management tool. The solution provides a cloud-based platform for healthcare systems to manage the delivery of vaccination programmes. The software provides functionality for;

- Online booking and appointment management for registered users
- Full invite and reminder functionality until the subject is vaccinated
- Clinic capacity planning and building
- Recording the appointment outcome
- Tracking and monitoring by a range of metrics through the vaccination dashboard

Part 2: VaccinationTrack Software

The software is provided as a cloud-based solution. Each user has a set of rights that allow them to access different parts of the system using a username and password authentication challenge. The software is accessed via a modern web browser. Part 3 defines the minimum spec for the software to operate in.

Part 3: Customer Minimum Requirements

18.2.1 Modern browser (Microsoft Edge v17, Safari v12, Firefox v63, Google Chrome v71)

18.2.2 Internet Explorer

i) Internet Explorer (IE11) IE 11 is now an unsupported product by Microsoft.

ii) IE 11 will support the booking functionality in VaccinationTrack.

iii) In the other sections of the software to avoid sub optimal performance we advise using another browser.

18.2.3

1. Minimum 2 GB RAM

SCHEDULE 2

VaccinationTrack Order Form

Date of Order: PLEASE ENTER		Effective Date: PLEASE ENTER		
Term: 12 months		Order No:		
QHS contact details: Quantum Health Solutions 1 Vincent Street London SW1P 2PN		Customer details: PLEASE ENTER		
Item	Description	Standard Fee	Discount	Final Fee
VaccinationTrack software licence	Licence for the use of VaccinationTrack		PLEASE ENTER	PLEASE ENTER
VaccinationTrack per booked appointment cost	Booking transaction cost per booked appointment	£0.25p	PLEASE ENTER	£0.25p

Sub Total:	PLEASE ENTER
All prices exclude VAT. (VAT is charged at 20%):	PLEASE ENTER
Total:	PLEASE ENTER

This Order Form is subject to, and forms part of the Agreement between the parties dated [Insert Date].
 No other terms shall apply, notwithstanding any terms of the Customer appended to this Order Form.

SIGNED by _____ for and on behalf of: [PLEASE ENTER]

Position: _____ Signature.....

SIGNED by; for and on behalf of

Quantum Health Solutions Limited

Position: Director _____ Signature.....