# Access Elemental Social Prescribing

# Additional Terms

**Excluded Services**
Unless otherwise specified above, services quoted exclude the creation of bespoke reports, integrations to third party systems, bespoke developments, or any other non-specified services. Unless otherwise specified above, the migration of legacy data is excluded.

**Third Party Terms**
You agree (and will be subject) to the corresponding end user licence terms in respect of a) any use of the PAM Software (as provided by Insignia) and b) any use of the Elemental Connector Plus module. The end user terms (as may be updated from time to time) are available here: available in Appendix 6.

**For the purposes of this Order (Thresholds / measurement)**
a "Platform Hub" shall mean a distinct social prescribing database within the Access Elemental SaaS (for example a geographical hub or a primary care network hub)
a "Patient/ Citizen" shall mean any individual who sets up a profile (or for whom a profile is set up) on the SaaS product for the purpose of receiving social prescription services
The Thresholds are detailed above, are measured both in terms of number of Platform Hubs and number of Patient/ Citizens. To increase the Threshold, a supplementary agreement with Us is required. Use in excess of the Threshold will render you liable for additional fees. The SaaS fee will be based on the minimum contracted value (described above) or actual usage number in the relevant year, whichever is the greater.

**Platform Hub Controllers and Permitted Users (Multi-Hub Services)**
a "Platform Hub Controller" means the following third party organisations, on behalf of whom You are purchasing the SaaS: [insert name, company number (if applicable) and registered address of each third party Hub Controller (e.g. CCG, GP group etc]
You acknowledge that each and every Platform Hub Controller will be the data controller in respect of its corresponding Platform Hub and will be required to accept our prevailing [clickwrap] Elemental SaaS Access Agreement for Elemental Hub Controllers as part of the implementation process before the earlier of either go-live (of the corresponding Platform Hub) or our handling of Personal Data Controlled by that Platform Hub Controller.

**Additional Applicable Licensing Terms**

The Additional Terms applicable to this Access Product are available in Appendix 1.

# Appendix 1 - Access UK SaaS Licensing Terms and Conditions

**Reference:** AUK2026-2

**Date:** 21/08/2026

**Applicable Products:** All Access SaaS Products as specified in the Agreement

These Licensing Terms and Conditions form part of the Agreement between Access UK Ltd ("Access") and the licensor ("Customer") for the provision of the Licenced SaaS.

## 1. DEFINITIONS

**"Agreement"** means the contract, framework call-off, purchase order, or other contractual instrument pursuant to which the Customer has procured the Licenced SaaS, including any associated statement of work or order form.

**"Authorised Users"** means those employees or individual contractors of the Customer who are permitted to access and use the Licenced SaaS in accordance with the Agreement.

**"Critical Upgrade"** has the meaning given in clause 9.1 of these Licencing Terms.

**"Customer Data"** means any data, content, or materials uploaded to, processed by, or otherwise made available via the Licenced SaaS by the Customer or its Authorised Users.

**"Documentation"** means the user guides, technical documentation, online help materials, and other supporting materials provided by Access relating to the Licenced SaaS, as updated from time to time.

**"Fees"** means the fees payable by the Customer for the Licenced SaaS as set out in the Agreement.

**"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, trademarks, rights in designs, copyright (including rights in software), database rights, know-how, and all other forms of intellectual property protection, whether registered or unregistered, and including applications for registration, anywhere in the world.

**"Licenced SaaS"** means the Access proprietary software-as-a-service products specified in the Agreement, including all updates, modifications, and new versions made generally available by Access during the term of the Agreement.

**"Permitted Configuration"** means configuration of the Licenced SaaS using only the tools, methods, and parameters expressly specified in the Documentation.

**"SaaS SLA"** means the service level agreement applicable to the Licenced SaaS as notified by Access from time to time.

**"Thresholds"** means any usage restrictions or volume limits applicable to the Licenced SaaS as specified in the Agreement.

**2. LICENCE**

2.1. In consideration of and conditional upon payment of the Fees in accordance with the Agreement, Access grants the Customer a non-exclusive, non-transferable, revocable right, without the right to sublicense, to access and use the Licenced SaaS solely for the Customer's internal business purposes. Such right commences on the date the Licenced SaaS is made available to the Customer and continues for the duration of the Agreement's term.

2.2. The Customer shall use the Licenced SaaS only in accordance with the usage parameters and restrictions specified in the Agreement and the Documentation.

2.3. Access reserves the right to add, modify, and discontinue features of the Licenced SaaS at any time. In relation to any material feature changes, Access will use commercially reasonable efforts to provide reasonable advance notice, except where changes are required to address security vulnerabilities, legal or regulatory compliance obligations, or are otherwise economically or technically necessary.

2.4. Access reserves the right, at its reasonable discretion, to monitor, audit, and review the Customer's use of the Licenced SaaS (including by remote access to usage data and logs) to assess whether the Customer's use exceeds any applicable Thresholds or otherwise falls outside the scope of the licence granted under clause 2.1.

2.5. In the event that the Customer's use of the Licenced SaaS exceeds any applicable Threshold, Access reserves the right to invoice the Customer for the excess usage at Access's prevailing rates, and to adjust the applicable Threshold and associated Fees for the following subscription period accordingly.

2.6. Access shall supply the Licenced SaaS in accordance with the SaaS SLA (available in Appendix 5) applicable at the Effective Date of the Agreement, as updated from time to time.

**3. RESTRICTIONS ON USE**

3.1. The Customer shall not, and shall ensure that its Authorised Users and any third parties shall not:

(a) modify, adapt, or create derivative works of the Licenced SaaS, except through Permitted Configuration;

(b) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code, algorithms, or underlying logic of the Licenced SaaS, except to the extent such restriction is prohibited by applicable law;

(c) copy, reproduce, or make the Licenced SaaS available in any manner not expressly permitted by these Licencing Terms or the Agreement;

(d) remove, obscure, or alter any proprietary notices, branding, or copyright markings on or within the Licenced SaaS or Documentation

(e) use the Licenced SaaS to build, develop, or support a product or service that competes with the Licenced SaaS or any other Access product;

(f) directly access, modify, delete, or otherwise manipulate data in any underlying database of the Licenced SaaS except through the user interface or documented APIs;

(g) circumvent, disable, or otherwise interfere with any security features, access controls, licence enforcement mechanisms, or usage monitoring capabilities embedded in or associated with the Licenced SaaS;

(h) use the Licenced SaaS in violation of applicable laws or regulations, including data protection legislation;

(i) conduct or permit penetration testing, vulnerability scanning, or security assessments on the Licenced SaaS or associated infrastructure without Access's prior written consent; or

(j) upload or introduce any virus, malware, or other harmful code into the Licenced SaaS or any associated infrastructure.

**4. AUTHORISED USERS AND ACCESS CREDENTIALS**

4.1. The Customer shall ensure that access to the Licenced SaaS is limited to Authorised Users only. The number of Authorised Users shall not exceed any user limit specified in the Agreement.

4.2. The Customer shall ensure the security and confidentiality of all access credentials (including usernames, passwords, and any other authentication mechanisms) assigned to or created by the Customer or its Authorised Users. The Customer shall be solely responsible for all activities carried out under such credentials.

4.3. Where multi-factor authentication ("MFA") is available for the Licenced SaaS, the Customer shall ensure that MFA is enabled for all Authorised Users in accordance with Access's recommendations.

4.4. The Customer shall promptly notify Access upon becoming aware of any actual or suspected unauthorised access to or use of the Licenced SaaS or any compromise of access credentials.

4.5. The Customer shall designate a named system administrator responsible for managing Authorised User access and for acting as the primary point of contact with Access in relation to the Licenced SaaS.

**5. THIRD PARTY ACCESS**

5.1. Unless the Agreement explicitly provides otherwise, the Customer shall not share or make available the Licenced SaaS to any third party without Access's prior written consent.

5.2. Where Access consents to third party access under clause 5.1, the Customer may permit access to the Licenced SaaS to: (i) its group companies; (ii) third party service providers acting on the Customer's behalf under a written agreement that imposes obligations no less protective than those in these Licencing Terms; or (iii) such other third parties as are expressly identified in the Agreement. The Customer shall notify Access of any such arrangements and shall remain fully responsible for such third parties' compliance with these Licencing Terms.

**6. INTELLECTUAL PROPERTY**

6.1. Access and its licensors retain all right, title, and interest in and to the Licenced SaaS, including all Intellectual Property Rights therein. This includes all updates, enhancements, modifications, configurations, customisations, derivative works, and any other changes to the Licenced SaaS, whether made by Access, the Customer, or any third party. No Intellectual Property Rights are transferred to the Customer by these Licencing Terms or the Agreement.

**7. CONFIGURATION**

7.1. The Customer may configure the Licenced SaaS to the extent, and in the manner, specified in the Documentation and the Agreement as Permitted Configuration. Access may provide configuration assistance as Consulting Services under the Agreement.

7.2. The Customer is responsible for the accuracy, completeness, and appropriateness of any configuration it undertakes. Access's support obligations do not extend to defects, errors, or issues arising from configuration choices that are inconsistent with the Documentation or Access's recommendations, or that have been performed by a third party not approved by Access.

**8. CUSTOMER OBLIGATIONS**

8.1. The Customer shall:

(a) ensure that all Authorised Users are made aware of, and comply with, these Licencing Terms as a condition of their access;

(b) implement and maintain appropriate technical and organisational security measures to protect the Licenced SaaS and Customer Data against unauthorised access, loss, or disclosure;

(c) promptly notify Access of any security breach, data loss, or unauthorised access affecting the Licenced SaaS or any Customer Data processed within it; and

(d) maintain accurate records of Authorised User numbers and usage, and cooperate fully with any compliance audit conducted by Access in accordance with clause 2.4.

**9. CRITICAL UPGRADES**

9.1. The Customer acknowledges that Access may deploy updates to the Licenced SaaS from time to time to reflect improvements to functionality, security, safety, and regulatory compliance. Access will use commercially reasonable efforts to minimise disruption to the Customer's use of the Licenced SaaS in connection with such updates. The Customer acknowledges that certain updates may be designated by Access, acting reasonably, as critical to the security or functionality of the Licenced SaaS and/or the protection of personal data processed therein ("Critical Upgrade").

9.2. If the Customer fails to implement a Critical Upgrade within the specified timeframe, the Customer acknowledges this may result in:

(a) limited technical support availability for the affected Licenced SaaS; and

(b) increased exposure to security risks and potential regulatory non-compliance.

**10. AI Features**

10.1. Where any Licensed Program includes functionality that uses machine learning or other artificial intelligence (“AI Features”), the Customer's use of those AI Features is additionally subject to the AI Terms incorporated by reference into the Schedule.

10.2. The Customer's use of the Licensed Programs generally (including but not limited to any AI Features) is subject to the Acceptable Use Policy incorporated by reference into the Schedule.

10.3. Where the Customer is licensed to use agentic AI functionality referred to in clause 2 of Schedule 1, such use shall also be subject to the AI Fair Use Policy, which is incorporated into this Schedule by reference.

10.4. The Schedule is incorporated into, and forms part of, these Licencing Terms. As between the Schedule and the rest of these Licencing Terms, the Schedule shall prevail in relation to AI Features to the extent of any conflict; in all other respects, Clause 11.1 governs precedence as between these Licencing Terms and the Agreement.

10.5. Terms used in the Schedule and not defined in these Licencing Terms take the meaning given to them in the Schedule. Unless the context in the Schedule requires

otherwise: “Products and Services” means the Licensed Programs; the “Agreement” mean these Licencing Terms and the wider Agreement of which they form part; and “you”, “your”, “we”, “us” and “our” correspond respectively to the Customer and Access as those terms are used in these Licencing Terms.

10.6. The AI Terms, Acceptable Use Policy and AI Fair Use Policy are incorporated by reference to the versions Access publishes at the URLs in the Schedule.

**11. GENERAL**

11.1. These Licencing Terms shall apply for the duration of the Agreement and shall terminate automatically on expiry or termination of the Agreement.

11.2. These Licencing Terms and Conditions are incorporated into the Agreement. In the event of conflict, these Licencing Terms and Conditions prevail.

**SCHEDULE 1**

**AI Terms, Acceptable Use Policy and AI Fair Use Policy**

This Schedule sets out how the AI Terms, the Acceptable Use Policy and the AI Fair Use Policy referred to in Clause 10 of these Licencing Terms apply to the Licensed Programs. Defined terms used in this Schedule and not otherwise defined below are to be interpreted in accordance with Clause 10.5 above.

**1. Incorporation by Reference**

The following policies, in the form published by Access at the addresses below (as amended by Access from time to time in accordance with their own terms), are incorporated by reference into, and form part of, these Licencing Terms:

A. AI Terms (available in Appendix 2)

B. Acceptable Use Policy (available in Appendix 3)

C. AI Fair Use Policy (available in Appendix 4)

**2. Conflict**

Where the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy conflict with the rest of these Licensing Terms in relation to AI Features, the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy (as applicable) shall prevail.

**3. AI Fair Use Policy — Agentic AI Tier**

The AI Fair Use Policy forms part of the AI Terms and, through the AI Terms, the Agreement. Where the AI Fair Use Policy and the AI Terms address the same subject matter for Agentic AI Tier customers, the AI Fair Use Policy is intended to apply as the more specific provision. For the avoidance of doubt, the Agentic AI Tier applies only

where the Customer is expressly licensed to use agentic AI functionality; it does not apply where a product includes or incorporates AI functionality generally.

## Appendix 2 - AI Terms

Capitalised terms used but not defined in these AI Terms have the meaning given in the Core Terms.

These Artificial Intelligence Terms ("AI Terms") sets out terms and conditions for the use of functionality within Our Products and Services that uses machine learning or other artificial intelligence (collectively, "AI Features"). In these AI Terms, "we," "us," and "our" refer to The Access Group, and "you" and "your" refer to the individual or entity using the AI Products and Services.

"AI Products and Services" means the AI Features and the Products and Services they form part of or are made available through.

By using the AI Features, you acknowledge that you have read, understood, and agree to comply with the AI Terms. You are also responsible for any breaches of the AI Terms by third parties who access the AI Features through you or your account(s) with us.

The AI Terms is incorporated into the Core Terms or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of the AI Products and Services (as applicable, the "Agreement").

**1. BACKGROUND; RELATIONSHIP WITH AGREEMENT**

1.1 Nature of AI Features - AI Features are integrated into certain Products and Services. Some AI Features are integrated by default, while others may be available for you to use at your discretion. New AI Features may be added, and existing AI Features may be modified or discontinued at any time, provided that we will give you reasonable prior notice before any discontinuance and the overall functionality of the AI Products and Services will not be materially decreased unless required by applicable law.

1.2 Conflicts - These AI Terms apply to all use of AI Features. In the event of any conflict between the AI Terms and the rest of the Agreement, these AI Terms shall govern and control with respect to the AI Features.

**2. YOUR DATA**

2.1 Ownership - The AI Features may allow you to submit, upload, transmit or otherwise make available files, instructions, questions, or other data inputs ("Inputs"), from which the AI Features may generate summaries, analyses, insights or other data outputs ("Outputs", and together with Inputs, "Customer Data"), or take autonomous actions ("Actions"). For clarity, (a) Actions may result in Outputs, but Actions are not themselves Outputs (for example, if you direct an AI Feature to create a research report, the research and other steps taken to create the report are Actions and the report itself

is Output); and (b) Customer Data does not include any of our content, data or other background intellectual property (such as our platform and our branding) or any Configured Assets (as defined at clause 2.2).

You retain all right, title and interest, including all intellectual property rights, in and to the Customer Data, and we hereby assign to you all right, title, and interest we have, if any, in and to Customer Data. Our rights to use the Customer Data are limited to those expressly set out in the AI Terms or elsewhere in the Agreement.

For the avoidance of doubt, where any Input also falls within the definition of Customer Content in the Core Terms, the licence granted at clause 7.2 of the Core Terms does not apply to it and it is instead licensed to us under clause 2.3; in all other respects the Core Terms continue to apply to it.

2.2 Configured Assets - Certain AI Features (including, without limitation, Evo Builder, Evo Assistants and Evo Workflow) allow you to design, configure, build or generate applications, conversational or autonomous agents, automated workflows, and the associated configurations, definitions, logic and source or object code (collectively, "Configured Assets"). Configured Assets are not Outputs or Customer Data.

You acknowledge that Configured Assets, by their nature: (a) inherit, incorporate and depend upon the attributes, components, design system, libraries and other functionality of Products and Services; (b) are designed to interoperate with, and may incorporate, expose or call upon, our other products, gateways, connectors and background intellectual property; and (c) are built to operate on, and function only within, our platform and the Products and Services.

Accordingly, as between you and us, we own all right, title and interest, including all intellectual property rights, in and to the Configured Assets, and you hereby assign to us all such right, title and interest you may have in them. This clause 2.2 does not affect your ownership of (i) Inputs you supply to a Configured Asset, or (ii) any Output a Configured Asset generates when run, each of which remains Customer Data and is dealt with under clause 2.1.

We grant You (and Your Permitted Users) a non-exclusive, non-transferable, non-sublicensable right and licence to access and use the Configured Assets you create, within the AI Products and Services and for your internal business purposes, for the term of the Agreement. This licence ends on expiry or termination of the Agreement or the relevant AI Products and Services. Nothing in this clause restricts our right to develop, modify, commercialise or build upon the Configured Assets or any part of them.

2.3 Licence - You grant us a non-exclusive right and licence to store, reproduce, transmit, process, modify and otherwise use Customer Data solely to:

i - provide, operate, maintain and support the AI Features, for you;

ii - monitor for, prevent and address technical, security, safety, compliance and fraud issues; and

iii - where necessary, comply with applicable law and enforce the Agreement.

2.4 No Training - We will not use Customer Data to train or fine-tune any large language models or other generative artificial intelligence models, or permit it to be used for such purposes by third parties (including Model Providers, as defined below), except with your express prior permission.

2.5 Your Warranty - You represent and warrant that (a) you have all necessary rights, licences and permissions to provide any Input you provide to us and to grant us the right and licence granted at clause 2.3; (b) your Inputs are accurate and complete; and (c) your Inputs, and our use of them in accordance with these AI Terms, will not breach any applicable law or infringe the intellectual property, privacy, or publicity rights of any third party. You will indemnify us against any claim, loss, cost or liability arising from breach of these warranties. You are solely responsible and liable for your Inputs.

2.6 Model Providers - The models underlying certain AI Features are provided by third parties ("Model Providers"). You acknowledge and agree that when you use the AI Features, we may submit Customer Data to Model Providers, subject to the security, privacy and confidentiality commitments we make to you under the Agreement. More information about our Model Providers is available in the relevant Product Fact Sheet(s).

**3. AI LIMITATIONS AND REQUIREMENTS**

3.1 AI Feature Availability - The AI Features depend on models, services and infrastructure provided by Model Providers and other third parties, the availability and performance of which are outside our control and are governed by those third parties' own service levels, which differ between providers and service types and may change.

Accordingly, and notwithstanding anything to the contrary in the Agreement: (a) any service level, availability, uptime or support commitment in the Agreement that applies to the Products or Services generally does not apply to the AI Features; (b) we make no representation, warranty or commitment as to the availability, uptime, response time or performance of the AI Features, which are provided on an "as available" basis; and (c) the AI Features may be unavailable, suspended, throttled, degraded or interrupted, in whole or in part, including as a result of acts or omissions of Model Providers or other third parties, without liability to You.

3.2 Limitations of AI

You acknowledge that:

i - artificial intelligence and machine learning technologies have inherent technical limitations;

ii - Outputs may contain inaccuracies, biases, omissions or errors, may be incomplete or misleading, and may not reflect current legal, regulatory or industry standards;

iii - Outputs are not reviewed by us and do not reflect our views or opinions;

iv - Outputs may not be unique, and the AI Features may generate similar outputs for other users;

v - the legal status of artificial intelligence-generated content is uncertain, and Outputs may not be subject to protection under intellectual property law;

vi - Outputs should not be relied upon as factual information, compliance guidance or advice of any kind;

vii - AI Features may be susceptible to security threats, including but not limited to prompt injection attacks, and should be actively monitored by you when in use; and

viii - for clarity, all of the disclaimers and limitations in the Agreement that apply to Products and Services generally also apply to the AI Features and Outputs.

3.3 Your Responsibilities

i - We offer no warranties with respect to the AI Features, Outputs and Actions, and you are solely responsible for:

ii - determining whether and how AI Features should be used for your intended purpose;

iii - reviewing all Outputs and ensuring they are suitable, relevant and accurate for your requirements prior to use or reliance, and discarding inappropriate or unsuitable Outputs;

iv - ensuring that Outputs comply with applicable laws, regulations, professional and contractual obligations and industry standards (as relevant to your use case);

v - any decisions, actions or omissions taken based upon Outputs;

vi - exercising appropriate oversight to avoid undesired Actions; and

vii - consequences of Actions taken by AI Features either as configured by you or otherwise in response to your Input. For clarity, all Actions taken by AI Features are deemed to be taken by you and not by us, and you accept full responsibility for such Actions.

**4. ACCEPTABLE USE POLICY**

Use of the AI Features, like all Products and Services, requires compliance with our Acceptable Use Policy, available at https://www.theaccessgroup.com/en-gb/legal-

hub/acceptable-use-policy-1/ (“AUP”), which is designed to ensure safe, lawful and responsible use of our Products and Services, prohibit activities such as cybercrime and hate speech, and require compliance with applicable laws.

You agree to always comply with the AUP when using the AI Features, and you agree that any violation of the AUP that causes damage or loss to us will not be subject to any liability limitations or exclusions under the Agreement.

Further, to the extent our AUP requires you to comply with the usage policies of our partners or other third parties, and your breach of those policies causes claims or other actions against us, you agree to indemnify, defend us, and hold us harmless, against such claims and other actions.

**5. FEES**

Use of the AI Features is subject to the fees set out at https://www.theaccessgroup.com/en-gb/legal-hub/ai-pricing/ (as may be updated from time to time) (“AI Fees”), which you hereby agree to pay when due. Without limitation of such payment obligations, you hereby authorise us to automatically charge AI Fees using any payment card information, bank account, or other payment information provided to us by you.

For clarity, AI Fees are usage-based and are separate from, and additional to, fees for other aspects of the Products and Services, including any recurring subscription fees, and are non-refundable. You are responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the AI Fees, other than taxes based on our income.

**6. USAGE DATA**

“Usage Data” means data and information collected, generated, or derived from your use of the AI Features, including but not limited to metadata, analytics, performance metrics, and other data that does not include Customer Data or personal information or is anonymised and/or aggregated so that it does not identify you or any individual user. For clarity, Usage Data is not Customer Data.

Without limitation of our privacy, security, and confidentiality commitments under the Agreement, we may collect, analyse, and utilise Usage Data for any lawful purpose (e.g., to assess the relative popularity of features within the AI Features or identify other usage trends).

**7. OUR RIGHTS AND REMEDIES**

Failure to use the AI Features in accordance with these AI Terms is a violation of the Agreement and may result in immediate suspension of the applicable AI Features or other consequences as set out in the Agreement, including termination thereof.

Additionally, we (or the Model Providers) may limit the use of the AI Features through token limits, throttling, or other usage controls in our (or their) sole discretion, without liability to you, due to capacity limitations or if necessary to protect the security or functionality of the Products and Services or our (or their) systems, networks and other infrastructure.

**8. MODIFICATIONS**

We reserve the right to modify the AI Terms from time to time at our sole discretion, notwithstanding the clause 10.2 of the Core Terms; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you.

We will notify you of any such modifications either via email or by posting a revised copy of these AI Terms on our website. Your continued use of the AI Features following the posting or notice of any changes will mean you accept those changes.

## Appendix 3 - Acceptable Use Policy

Capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Core Terms.

This Acceptable Use Policy (the "Policy") sets out rules and requirements for lawful, safe and responsible use of Our Products and Services, including AI Features. By using our Products and Services, you acknowledge that you have read, understood, and agree to comply with this Policy. You are also responsible for any breaches of this Policy by third parties who access the Products and Services through you or your account(s) with us.

Please note that this Policy is incorporated into the terms and conditions or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of our Products and Services (as applicable, the "Agreement").

### 1. GENERAL

This Policy is designed to protect the Products and Services, our networks, infrastructure and other customers from improper, abusive, or illegal activity.

When using Our Products and Services, all users are expected to act in a reasonable and lawful manner, to adhere to commonly accepted industry practices and standards, and not to engage in any activity that causes or is likely to cause harm to individuals, groups, or the general public. The specific prohibited conduct listed below is for illustrative purposes and is not exhaustive.

### 2. ILLEGAL AND UNETHICAL ACTIVITY

You may not use the Products and Services, or permit Our Products and Services to be used, in any manner that breaches applicable law or regulation or that infringes or misappropriates our rights or the rights of any third party. Without limiting the foregoing, you may not use Our Products and Services to engage in, promote or facilitate activity that involves, or to create, retrieve, store, transmit or distribute content, information, data or other material that contains, as applicable:

2.1 Illegal Activity - breach of any applicable law or regulation (including, where applicable, any tariff, treaty, export control laws or other applicable legal requirements);

2.2 Hateful, Harassing, or Violent Material - hate speech or incitement to hatred against individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic; harassment, bullying, intimidation, or threats of violence against any person; or promotion or glorification of terrorism, violent extremism, or acts of mass violence;

2.3 Harmful or Abusive Material - child sexual abuse material (CSAM) or any material that exploits or endangers minors; material that is obscene, offensive, abusive, menacing, fraudulent, deceptive, or misleading, including phishing schemes or impersonation; or any material designed to facilitate human trafficking, exploitation, or other abuses;

2.4 Intellectual Property Infringement - infringement or misappropriation of the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

2.5 Cybercrime and Malicious Activity - viruses, worms, Trojans, ransomware, spyware, or any other malicious software or harmful components; or phishing, social engineering, or other fraudulent schemes;

2.6 Unauthorised Access and Interference - unauthorised access to, interference with, or compromising the normal functioning, operation, or security of, any network, system, account, computing facility, equipment, data, or information, whether ours or belonging to any third party (e.g., denial-of-service attacks); unauthorised probing, scanning, or testing the vulnerability of any network or system, or breaching any security or authentication measures; or interference with the ability of others to access or use the Services or the internet; or

2.7 Spoofing, Spam and Unsolicited Communications - forging of any TCP/IP packet header or any part of an email header or newsgroup posting; or sending of “spam” (i.e., a commercial email sent to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender). All electronic messages sent using the Services must include a valid reply-to address under your control; must not contain missing, malformed, or forged headers; must comply with all applicable laws governing electronic communications; and must allow recipients to opt out of receiving further communications, with any such opt-out request honoured promptly.

**3. RESPECTING ACCESS, OUR PARTNERS AND OUR CUSTOMERS**

When you use our Products and Services, you must not do so in a manner that harms us, our partners or our other customers. This means you may not:

3.1 Reverse Engineering and Competition - reverse engineer, decompile, disassemble, distill, jailbreak or subject to prompt injection, or otherwise attempt to derive the source code, algorithms, model weights, system prompts, training data, or underlying technology of the Services (or, in the case of AI Features (as defined below), cause them to take unauthorized actions or produce inappropriate output); use the Services, including material outputted by the Services, to develop or improve any technology, product or service that competes with us or with our partners (including, if you use the

AI Features, any technology, product or service that competes with the underlying artificial intelligence models); or systematically extract, collect, or harvest material outputted from the Services for the purpose of creating datasets, benchmarks, or derivative works;

3.2 Bots - Except as authorised by Us, you may not use software, devices, scripts, robots, AI agents, or any other means or processes (including browser plugins, add-ons, or other technology) that scrape, crawl, or otherwise extract data from our Products and Services; that access or use Our Products and Services automatically (including to send or redirect messages); or that circumvent any technical limitations or rate limits imposed on Our Products and Services;

3.3 Billing - attempt to circumvent or alter any method of measuring or billing for our Products and Services; or

3.4 Partner Usage Policies and Standards - breaches the usage policies of any of our partners involved in provision of Our Products and Services to you, or of any third-party networks that Our Products and Services enable you to access, in each case, where such policies have been communicated to you (including the acceptable usage policies of our partners identified in the relevant Product Fact Sheet(s).

3.5 Fair Usage and Security - where you use our Products and Services that make use of shared networks, environments or other infrastructure (such as our cloud hosting Services), make excessive use of that infrastructure or engage in other use thereof that may degrade the performance, availability, or security of the shared environment for other customers; or fail to implement and maintain reasonable security measures on any systems or applications hosted on shared infrastructure, including timely application of security patches and updates.

**4. MATERIAL ON THE INTERNET**

We do not operate or control the information, services, opinions, or other material available on the internet. You agree that you shall make no claim against us relating to the material from the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet. We do not monitor or exercise editorial control over information passing over our networks and exclude all liability in respect of any transmission or reception of information of whatever kind, including the accuracy of its contents.

**5. AI USE**

The following additional terms apply where the Services include functionality that uses machine learning or other artificial intelligence (collectively, “AI Features”).

5.1 Prohibited AI Uses - You may not use the AI Features to engage in any activity or practice that is prohibited under any applicable law or regulation governing deployment

and/or use of artificial intelligence systems or services (an “AI Law”), such as (if applicable to you) the European Union’s AI Act (the “EU AI Act”).

5.2 High-Risk Use - You may not use the AI Features for any use cases deemed “high-risk” (or given a similar designation) by any applicable AI Law (including, if the EU AI Act is applicable to you, those use cases listed in Annex III thereof), including but not limited to those use cases that may affect the health, safety, rights, or freedoms of individuals, without our prior written approval; provided that any feature, product or service among the AI Features pre-designated by us as approved for high-risk use cases is pre-approved. For clarity, approval may be conditioned on additional guardrails and restrictions, and may be conditioned or withdrawn if legal or safety requirements change or are anticipated to change.

When engaging in an approved high-risk use case: (a) a qualified professional in the relevant field must supervise the use case, including by reviewing all material (including advice, decisions or recommendations) produced, or automated action proposed to be taken, by the AI Feature prior to dissemination, use or implementation; (b) you must disclose to individuals affected by the use case that you are using artificial intelligence to help produce your advice, decisions, or recommendations (as applicable); (c) you must maintain appropriate records of the use case, including inputs, outputs, automated actions and the nature of human review performed; and (d) you must promptly notify us of any incident arising from the use case that has or could reasonably be expected to have an material adverse effect on individuals or to give rise to a claim or other action against us.

For avoidance of doubt, you may not use the AI Features as a sole basis for decisions in high-stakes domains, including but not limited to medical, legal, financial, or safety-critical applications.

You acknowledge and agree that specific AI Features may have additional guardrails and restrictions related to high-risk use cases, and you agree that these guardrails and restrictions are deemed part of this Policy and that you are therefore required to comply with them upon notification to you.

5.3 Transparency and Disclosure - Where you use the AI Features to interact with persons outside of your organisation or to generate material that is presented to persons outside of your organisation, you are responsible for making appropriate disclosures regarding the AI-generated nature of such material where required by applicable law or where a reasonable person would expect such disclosure. You may not represent that outputs of the AI Features are human-made where doing so would be deceptive or misleading.

**6. OUR RIGHTS AND REMEDIES**

Failure to use Our Products and Services in accordance with this Policy is a breach of the Agreement and may result in immediate suspension of the applicable Services or other consequences as set out in the Agreement, including termination thereof.

We reserve the right to inspect your use of the Services and your compliance with this Policy, including by installing and using, or to requiring you to install and use, any appropriate devices or measures to detect or prevent breaches of this Policy, as well as devices designed to filter or terminate access to the Services.

**7. REPORTING AND COOPERATION**

If you become aware of any breach of this Policy by any person, including third parties who have accessed Our Products and Services through you, you shall inform us without undue delay. You shall cooperate with us and with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

**8. MODIFICATIONS**

We reserve the right to modify this Policy from time to time at our sole discretion; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you. We will notify you of any such modifications either via email or by posting a revised copy of this Policy on our website. Your continued use of Our Products and Services following the posting or notice of any changes will mean you accept those changes.

## Appendix 4 - Fair Use Policy

### Agentic AI Tier (Tier 2): Schedule to the Artificial Intelligence Terms

This AI Fair Use Policy (Policy) forms part of the Artificial Intelligence Terms and, through the AI Terms, the Agreement.

Where this Policy and the AI Terms address the same subject matter for Agentic AI tier customers, this Policy is intended to apply as the more specific provision.

### 1. PURPOSE

This Policy applies to customers on the Agentic AI tier at the fixed per-user-per-month (PUPM) rate referred to in the Fees section of the AI Terms and on the pricing page. It defines the usage parameters within which the PUPM rate applies and the consequences of exceeding them.

### 2. NORMAL BUSINESS USE

The PUPM fee covers agentic AI use by named individual users as part of their normal, day-to-day business activity. In practice, this means the kind of use expected from someone doing their job - not usage that, by reason of its volume or frequency, goes materially beyond what would be expected from an individual carrying out their normal working responsibilities or with how other users on the Agentic AI tier typically use the service. We monitor use at account level, and clause 5 explains how We may introduce or update specific usage thresholds over time.

### 3. WHAT THIS POLICY PROTECTS AGAINST

The guardrails in this Policy exist to:

(a) prevent a small number of high-volume users degrading service for others;

(b) protect the economic sustainability of the flat-rate model; and

(c) prevent automated or bulk use that was not contemplated by the PUPM pricing.

They are not intended to restrict normal, good-faith business use.

### 4. EXCESS USE AND THROTTLING

Where Your aggregate consumption materially exceeds the parameters described in clause 2 in any calendar month:

(a) We will notify You;

(b) We may apply rate limiting or throttling to Your account pending agreement on additional capacity;

(c) We will offer an upgraded capacity tier or consumption supplement at Our then-current rates; and

(d) We will not charge retrospectively for excess use without Your prior written agreement.

Throttling will be applied at account level, smoothing individual user spikes across the account before any restriction is applied.

**5. REVIEW OF PARAMETERS**

We reserve the right to introduce, and subsequently update, specific usage parameters for the purposes of clause 2 on 30 days' notice.

## Appendix 5 - SaaS Service Level Agreement

This SLA applies to the SaaS (or hosted Software, as applicable) and forms part of the Agreement. The service level that applies to Your subscription depends on Your jurisdiction; regional variations are set out in section 6. Where a capitalised word is used in these terms but is not defined here, it has the meaning given to it in the Core Terms.

**1. Overview**

1.1 This SLA is an availability service level agreement between You and Us for the SaaS (or hosted Software, as applicable).

**2. Availability**

2.1 We will use commercially reasonable efforts to make the SaaS available 24 hours a day (for at least 99.8% of the time per calendar year), seven days a week, except during emergency or routine maintenance. You acknowledge that Your access to the internet cannot be guaranteed, that We are not liable for deficiencies in Your own internet connections or equipment, and that We may take measures affecting accessibility to the SaaS where We consider it necessary for technical, maintenance, operational or security reasons.

2.2 You are responsible for ensuring Your internet connections, computer equipment and telephone solutions are compatible with the SaaS, and for any damage caused to them by anything You access or obtain using them. We are not liable for any losses You suffer as a result of such incompatibility or damage. You are responsible for all charges relating to Your internet connection, computer equipment and telephone service.

**3. Monitoring**

3.1 Monitoring operates on a 24/7/365 basis.

For Hosting Infrastructure Services, We use, as standard:

(a) monitoring of application access and availability from multiple global locations (uptime, latency and availability of applications and URLs);

(b) infrastructure monitoring across multiple platforms to ensure infrastructure runs within defined thresholds and within Our ITIL change process; and

(c) proactive threat monitoring, with alerts and dashboards monitored in real time by security analysts and relevant threats escalated to Our technical team and, where appropriate, managed as Incidents.

**4. Maintenance windows**

4.1 We may take the SaaS offline for emergency maintenance and, where We do, will use reasonable endeavours to give You as much notice as reasonably possible. Routine maintenance (which may also require the SaaS to be taken offline) is carried out during scheduled windows for monthly maintenance, patching, upgrades and infrastructure changes. These interruptions are scheduled for the third Wednesday of every month (see the regional times in section 6).

4.2 Updates and upgrades are performed at Our discretion. We will give You at least one week's notice of all planned upgrades.

**5. Backups and disaster recovery**

5.1 All servers used to provide the SaaS are subject to Our current backup and recovery procedures. Backups are stored on disk within a multi-tenancy data vault at Our DR data centre and are encrypted; backup retention is 90 days; virtual machine images are kept for 7 days using Veeam (backed up once a day, seven days a week); and SQL backups are transactional (taken every 15 minutes) and full daily, regardless of user activity.

5.2 Disaster recovery uses the following terms: RTO (Recovery Time Objective) is the targeted time within which the Access solution must be restored after a disaster; RPO (Recovery Point Objective) is the maximum targeted period for which data might be lost due to a major incident; and the Maximum Restore Period is the maximum period to complete a database restore on a Customer's production or non-production environment (see the regional figures in section 6).

**6. Regional variations**

| **Parameter** | **UK / EMEA** | **APAC** |
|---|---|---|
| Monthly maintenance window (third Wednesday) | 2200-0400 GMT | 2200-0100 AEST/AEDT |
| VM image backup time | 2300 UTC daily | 2300 AEST/AEDT daily |
| Disaster recovery - RTO | 12 hours | 24 hours |
| Disaster recovery - RPO | 15 minutes | 1 hour |
| Maximum Restore Period (Production) | 90 days | 90 days |
| Maximum Restore Period (Non-Production) | 15 days | 15 days |

## Appendix 6 - Elemental Third Party End User Terms

You agree that by signing up for the use of Elemental, the following Third Party Terms will apply (where relevant) in order for you to use the Third Party Products, in accordance with the associated Statement of Work.

**EMIS**

The following terms will apply where You have entered into a Statement of Work which enables You to use EMIS Web GPs to make referrals via Our Access Product, Elemental.

1. For the purpose of this section, the following words shall have the following meanings:

1.1. EMIS Health means Egton Medical Information Systems Limited.

1.2. CCSPC means the Clinical Systems Social Prescription Connector.

2. You acknowledge that:

2.1. the CCSPC is accessible via systems which incorporate Intellectual Property Rights belonging to EMIS Health (or its third party licensor(s));

2.2. the systems used to access the CCSPC are NOT free or shareware;

2.3. Your use of any EMIS Health system is subject to the terms of the relevant licence agreement in effect between You and EMIS Health.

3. Upon entering into an agreement to use the CCSPC, in respect of the EMIS Health systems You undertake:

3.1. not to copy the system (or any related software), other than for normal operation, nor (subject to applicable law rights) to disassemble, decompile or reverse engineer the system (or any part thereof);

3.2. not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the EMIS Health system;

3.3. to maintain accurate and up-to-date records of the number and location of all copies of the EMIS Health system;

3.4. to reproduce and include all proprietary notices as appear in, or on, the EMIS Health system on all copies;

3.5. to supervise and control use of the CCSPC and EMIS Health system in accordance with the terms of the relevant Statement of Work and/or third party agreement; and

3.6. not to use the EMIS Health system in relation to any immoral or illegal purpose or for any other purpose which may reasonably be determined threatening, abusive or harmful or damaging to EMIS Health's reputation.

4. The CCSPC (and EMIS Health system) are intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the relevant system is safe, appropriate, or effective for any particular patient or in any particular circumstances.

5. The EMIS Health System and any information relating thereto shall be deemed to be included in Our Confidential Information and You shall comply with the relevant confidentiality obligations in respect of such system and information will apply, in accordance with the relevant Statement of Work, this Agreement and/or the relevant third party agreement.

6. Nothing in the Statement of Work and/or this Agreement, nor any Documentation nor otherwise shall be deemed to constitute any representation or warranty by Us in respect of the EMIS Health system. Any warranties or guarantees in respect of the EMIS Health system will be set out in documentation created and provided to You by EMIS Health.

7. To the extent permitted by law, the limitation of liability in clause 6.2 and 6.3 of Schedule 1 of the Terms and Conditions shall apply equally in respect of any liability of EMIS Health (or its third party licensors), to You.

8. EMIS Health shall have no liability whatsoever in respect of the acts and/or omissions by Us.

**Vision (In Practice Systems Limited)**

The following terms will apply where You have entered into a Statement of Work which enables You to use Vision GPs to make referrals via Our Access Product, Elemental.

9. You acknowledge that the Third Party Product "Vision Software" has intellectual property which belongs (and is licensed by) to In Practice Systems Limited ("INPS").

10. The Vision Software is NOT free or shareware. Your right to use the Vision Software in conjunction with the Access Product is granted on a non-exclusive personal and non-transferable basis and shall immediately cease upon the earlier of: (i) the termination or expiry of Your Statement of Work and/or this Agreement with Us; or (ii) the termination of the agreement in effect between INPS and Us in respect of the Vision Software.

11. You shall:

11.1. not copy the Vision Software (other than for normal operation) nor (subject to such limited rights as cannot be excluded by applicable law) to disassemble, decompile or reverse engineer the Vision Software;

11.2. not translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the Vision Software;

11.3. maintain accurate and up-to-date records of the number and location of all copies of the Vision Software;

11.4. supervise and control use of the Vision Software in accordance with the terms of Your Agreement with Us;

11.5. reproduce and include any proprietary notices which appears in, or on, the Vision Software on all copies; and

11.6. not use the Vision Software for any immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.

12. All copyright, trade marks and other intellectual property rights subsisting in or used in connection with the Vision Software (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of INPS (or its third party licensors as appropriate).

13. For the avoidance of doubt, Vision Software is confidential information.

14. You shall provide Us and/or INPS (and its relevant third party licensor(s), as appropriate) such reasonable assistance as may reasonably be required for the purpose of auditing Your use of the API (to ensure compliance with the relevant Statement of Work and/or This Agreement) providing the services.

15. We do not make any representations in respect of the API other than those expressly provided for in the Documentation.

16. You shall not bring any claims against INPS in relation to the Vision Software and any claim in relation to the Vision Software shall be subject to the clause 6, Schedule 1 of the Terms and Conditions.

17. You agree that the Vision Software is intended to aid and supplement, and is not a substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the relevant system is safe, appropriate, or effective for any particular patient or in any particular circumstances.

**Insignia**

The following terms will apply where You have entered into a Statement of Work which enables You to use Patient Activation Measure software including the survey and scoring resources (PAM Materials) to make referrals via Our Access Product, Elemental.

18. For the purpose of this section, the following words shall have the following meanings:

18.1. PAM Materials means Patient Activation Measure software including the survey and scoring resources.

18.2. Insignia means Insignia Health LLC.

19. You shall acknowledge and agree that Insignia retains all rights of every kind and nature in the PAM Materials, and that the licence to use such PAM Materials does not confer any ownership rights to You. You further shall acknowledge that the University of Oregon retains all right, title, interest, ownership, and copyright in the PAM survey and the PAM Guidance.

20. You must agree not to (a) copy or reproduce the PAM Materials or any part thereof except to the extent permitted under the Agreement and shall not publish or otherwise publicly display the PAM Materials (except as is required to administer the PAM Materials to Your end users) without the express written consent of Insignia; (b) create derivative works or make alterations to the PAM Materials or any part thereof; (c) use the PAM Materials or provide access to PAM Materials to any other person, (d) use the PAM Materials or any part thereof, to develop, validate, optimise or promote a new or existing assessment of consumer health engagement, motivation, activation, self-management or similar assessment tool; (e) reference or use the PAM Materials to advertise, promote, publicise or validate a proprietary measurement tool or intervention; (f) sublicense the PAM Materials; (g) unlock, access, or attempt to access algorithms contained within the PAM scoring tools; or (h) reverse engineer, reverse translate, decompile, disassemble or in any manner decode the PAM Materials or any part thereof, or any of the algorithms contained therein.

21. To the extent permitted by law, Insignia shall have no liability arising from the use of the PAM Materials or in connection with any services related to such use, whether in contract or tort, or based on any other claim for relief and shall not be liable for special, incidental or consequential damages (including, without limitation, lost profits or loss data) arising out the use of the PAM Materials or in connection with any services related to such use.