

SUPPLIER TERMS

1. GENERAL

- 1.1 These are the Supplier Terms (as that term is defined in Joint Schedule 1 Definitions) for the G-Cloud 15 framework (RM1557.15) as referred to in clause 2.11 of the General Terms (as amended by item 12 of the Framework Award Form) and in the Order Form for the provision of the SaaS Service. The Supplier Terms are expressly incorporated into any Call-Off Contract between the Buyer and Orion Health Limited ("**Supplier**").
- 1.2 Any capitalised words shall have the meaning given to them in Clause 22 (Interpretation). Unless expressed otherwise, capitalised expressions not defined in Clause 22 have the meaning ascribed in the Call-Off Contract.

2. PROVISION OF SERVICES

- 2.1 **Services:** In consideration for payment of the applicable Charges and subject to all other terms and conditions of these Supplier Terms, Supplier will provide the following services to the Buyer (and Users and Participants, as applicable):
 - (a) the Implementation Services;
 - (b) the SaaS Services;
 - (c) the Support Services; and
 - (d) the Professional Services (if any).
- 2.2 **Subcontracting:** Supplier may, if it deems necessary or advisable, enter into subcontracts for the performance of some part of the Services, however, Supplier's right to subcontract any of the Services shall not relieve it of any of its duties or obligations under this Agreement.

3. RIGHT TO USE SAAS SERVICE

- 3.1 **Right to use:** In consideration for Buyer's ongoing payment of the Charges, Supplier grants to Buyer a non-exclusive, non-transferable and revocable right to use the SaaS Service for its internal business operations in accordance with the Software Use Restrictions and the Documentation, from the SaaS Commencement Date for the Term. The SaaS Service shall be made available for use by Buyer and its Users twenty-four (24) hours per day, seven (7) days per week in accordance with the System Availability Objective, excluding Downtime Exclusions (as defined in Schedule 1).
- 3.2 **Prohibited use:** Any use of the SaaS Service not expressly permitted by these Supplier Terms is prohibited. Without limiting the foregoing, Buyer shall not:
 - (a) reverse assemble, reverse compile, reverse engineer, or otherwise attempt to derive the object code or source code of the Software, or otherwise attempt to access or use the Software other than through the SaaS Service;
 - (b) copy, modify, enhance, or create derivative works of any part or feature of the SaaS Service or the Software;
 - (c) use any part of the SaaS Service to build a product or service which competes with the SaaS Service;
 - (d) interfere or disrupt the integrity or performance of the SaaS Service or third party data contained therein, or attempt to gain, or allow others to gain unauthorised access to the SaaS Service or related systems or networks; or
 - (e) lease, sublease, sublicense, sell, distribute, transfer possession or rent out the SaaS Service or the Software, or engage in service bureau work, time-sharing arrangements or any other activity permitting access of the SaaS Service or the Software to third parties (except as permitted by the Software Use Restrictions).

4. BUYER OBLIGATIONS

- 4.1 **Buyer responsibilities:** Buyer shall, at all times during the Term:
 - (a) ensure that the SaaS Service is used only in accordance with the Documentation and in compliance with all applicable laws and regulations;
 - (b) provide Supplier with all necessary co-operation in relation to the Supplier Terms and all necessary access to such information as may be required by Supplier, so that Supplier can provide the Services;
 - (c) be solely responsible for the accuracy, quality, integrity, and legality of Buyer Data, and the means by which Buyer acquires its data;
 - (d) use reasonable endeavours to prevent unauthorised access to or use of the Software, SaaS Service and/or the Documentation and notify Supplier promptly of any unauthorised access or use;
 - (e) where applicable, ensure that the maximum number of Users is not exceeded and/or that other parameters in respect of which the Charges are determined are not exceeded;

- (f) not request, permit or authorise anyone other than Supplier or an entity that Supplier has approved for Buyer, to provide any Services in respect of the SaaS Service;
- (g) permit Supplier, on giving at least 15 days prior notice, to audit the SaaS Service (including Buyer's physical facilities and applicable books, records and systems) in order to establish whether the SaaS Service is being used in accordance with these Supplier Terms;
- (h) on demand pay to Supplier an amount of any underpayment of Charges discovered by Supplier through undertaking the audits referred to in clause 4.1(g);
- (i) carry out all other responsibilities of the Buyer set out in the Supplier Terms or any Order Form in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (j) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the SaaS Service, and for all problems, conditions, delays, delivery failures and all other loss or damage caused by or relating to Buyer's network connections or telecommunications links not provided by Supplier; and
- (k) not access, store, distribute or transmit any viruses or other malicious code, and Vendor may, without liability to Member, disable Member's access to the Services if Member is in breach of this clause, or in the event of a DDOS attack emanating from the Member's connection point.

5. PARTICIPANTS

- 5.1 **Enabling access by Participants:** Clause 5.2 applies only where Buyer is permitted by the Software Use Restrictions to grant access to the SaaS Service to Participants.
- 5.2 **Right to use:** The SaaS Service access right granted at clause 3.1 extends to Participants (and Users of Participants) for Participants' internal business operations, subject to any further restrictions detailed in the Software Use Restrictions.
- 5.3 **Participant agreements:** Buyer must have a legally enforceable agreement with each Participant that includes restrictions and obligations that are no less protective of Supplier's rights than those set out in the Supplier Terms and which exclude all liability of Supplier to the Participant.
- 5.4 **Participant breach:** Buyer acknowledges that Supplier shall be entitled to treat any action by a Participant (including Users of a Participant) that would have been a breach of the terms and conditions of the Supplier Terms if the Participant was a party to the Agreement, as if that was a breach of the Supplier Terms by the Buyer.

6. ACCESSIBLE SOFTWARE

- 6.1 **Buyer instance:** Supplier shall make a single instance of the Software (which may be made available to Buyer using configuration for a shared platform) available to Buyer via the SaaS Service, in accordance with the Supplier Terms. At Buyer's request, Supplier may make additional non production instances available to Buyer for an additional fee to be agreed by the parties.
- 6.2 **Configuration:** Buyer acknowledges that Supplier has sole discretion as to the configuration of the SaaS Service ("**Configuration**").
- 6.3 **New Releases and Versions:** Provided that the Supplier Terms remain in effect and Buyer is not in breach of its obligations, Releases and Versions will be made available by Supplier to Buyer as part of the SaaS Service. Some updates to the SaaS Service will occur automatically, while others may require Buyer to schedule and implement a Release or Version. Buyer acknowledges that new Versions may require Buyer to procure Implementation Services from Supplier or an approved third party and that the SaaS Service cannot be configured differently for individual Participants or Users. Buyer agrees that its purchase of a subscription to the SaaS Service is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written public comments made by Supplier with respect to future functionality.
- 6.4 **Ownership:** New Releases and Versions are made available in accordance with the terms and conditions of the Supplier Terms. All rights, title and interest in and to all Releases and Versions shall remain with Supplier irrespective of whether any enhancement, modification or correction in such Release or Version has been suggested or requested by Buyer.
- 6.5 **Change to Technical Environment Requirements:** Supplier will provide Buyer with reasonable advance notice of any changes to the Technical Environment Requirements applicable for the SaaS Service to continue to conform substantially with the Specifications following any update made to the SaaS Service pursuant to clause 6.3.

7. INTERFACED APPLICATIONS

- 7.1 **Buyer responsible for Interfaced Applications:** Buyer acknowledges and agrees that:
 - (a) the Software is intended to be used with Interfaced Applications for which Supplier is not responsible and that it is Buyer's sole responsibility to ensure that it has valid license agreements for all Interfaced Applications and permission to develop interfaces to them; and

- (b) Supplier takes no responsibility for the operation or performance of such Interfaced Applications, or for costs associated with the development of interfaces to such Interfaced Applications (unless the same is mutually agreed as part of the Implementation Services).

7.2 **Access to Buyer Data from Interfaced Applications:** If Buyer installs or enables Interfaced Applications for use with the SaaS Service, Buyer acknowledges and agrees that Supplier may allow providers of those Interfaced Applications to access the Buyer Data as required for the interoperation of such Interfaced Applications with the SaaS Service. Supplier shall not be liable for any disclosure, modification or deletion of Buyer Data resulting from any such access by third party providers.

7.3 **Failures caused by Interfaced Applications:** To the extent that Buyer advises Supplier that an Interfaced Application is not functioning as intended with the SaaS Service, Supplier shall use reasonable endeavours in accordance with the Supplier Terms to identify whether the failure was caused by the SaaS Service or the Interfaced Application. Where the failure is not caused by a Fault in the SaaS Service, Supplier shall use reasonable endeavours to assist Buyer and the third party licensor if applicable to resolve the failure, provided that Supplier may charge Buyer for such assistance on a time and materials basis at the Professional Services Rates in accordance with clause 13.4.

8. MODIFICATIONS:

Buyer acknowledges that if it upgrades or otherwise modifies the Interfaced Applications, it may be required to reconfigure the interfaces to the Software, which will require a suitably qualified and trained resource. If Buyer does not have appropriately qualified personnel, Buyer may engage Supplier to provide such services and Supplier may charge the Buyer for such services on a time and materials basis at the Professional Services Rates in accordance with clause 13.4.

9. SAAS SERVICE MODIFICATIONS

9.1 **Modifications:** Buyer may request changes to the SaaS Service or to any of the other Services during the Term of these Supplier Terms by submitting a written request to Supplier ("**Change Request**"). Within a reasonable time after receipt of a Change Request, Supplier will advise Buyer in writing of whether the change can be accepted, the impact of such change on the Services (including any cost impact) and seek Buyer's confirmation of the change on such terms. Any changes to Charges or additional expenses likely as a result of implementing a Change Request will be fair and reasonable and in any event, based on Supplier's then current standard rates for such Services. Buyer shall have a reasonable time, but no longer than twenty (20) Business Days after receiving a Change Request accepted by Supplier, to confirm the Change Request in writing on such terms, failing which the Change Request shall be deemed to have been rejected and the existing SaaS Services shall continue.

10. TECHNICAL ENVIRONMENT

10.1 **Technical Environment Requirements:** Buyer will be responsible for ensuring that, prior to the Commencement Date, and at all times during the Term, it meets the Technical Environment Requirements. Supplier may update the Technical Environment Requirements from time to time and otherwise as reasonably necessary to support the evolving nature of the SaaS Service, and will notify Buyer of this in writing. Supplier shall have no liability for failure of the SaaS Service to conform substantially with the Specification where Buyer has not met or maintained the Technical Environment Requirements.

10.2 **Changes to systems:** Buyer acknowledges that changes to the configuration of Buyer or Participant systems including those changes that result in a failure to meet the Technical Environment Requirements may impact the Service Levels, and agrees to advise Supplier in writing prior to any such modifications. If this occurs, Supplier shall not be liable for any failure to meet the Service Levels and the parties shall negotiate, in good faith, amendments (if any) to the Service Levels. Supplier will use its reasonable endeavours to notify Buyer of any impact that the notified change may have on the operation of the Software or the SaaS Service, provided that any such notification by Supplier (or failure by Supplier to provide such notification) shall not be construed as authorisation by Supplier of the change.

11. SECURITY OF SAAS SERVICE

11.1 **Supplier obligations:** Supplier shall maintain and enforce physical security procedures with respect to its access, use and possession of Buyer Data, at least equal to industry standards for such types of locations, and provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, access to, loss, alteration or unauthorized disclosure of Buyer Data. Supplier shall ensure that its systems include up-to-date anti-viral software to prevent viruses from reaching Buyer systems through Supplier's systems. Without limiting the generality of the foregoing, Supplier will take reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek, without authorization, to modify or access Supplier systems or the information found therein. Supplier will periodically test its systems for potential areas where security could be breached.

11.2 **Buyer to secure its environment:** Buyer acknowledges that the SaaS Service is not a security software product and does not offer protection against the transmission of viruses, hacking or other attempts to gain unauthorised access to the Buyer's network or the

Interfaced Applications. Buyer acknowledges and agrees that it will install and maintain appropriate security solutions to avoid unauthorised access to its systems and network, including adequate firewall, intrusion detection, anti-virus and security solutions.

- 11.3 **User access restrictions:** Buyer acknowledges that the SaaS Service must be accessed using unique user login identifications and passwords, and agrees that it has sole responsibility for the creation of such unique identifiers, and for ensuring that each User and Participant has access restrictions appropriate to that User's or Participant's position, and for Users and Participants maintaining the confidentiality and security of the passwords used to access the SaaS Service. Supplier shall have no liability to Buyer for any third party's unauthorised access to the SaaS Service resulting from a failure of Users or Participants to maintain the confidentiality and security of their passwords. Where the Software Use Restrictions state that Buyer's access to the Software is limited to a permitted number of Users and Participants, Buyer is responsible for ensuring the number of unique login identifications in existence does not exceed the permitted number at all times during the Term.

- 11.4 **Reliance by Supplier:** Buyer warrants and confirms that Supplier may rely upon any information and/or instructions set forth in any transmission from Buyer using an assigned User name and password, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same. Buyer will indemnify and hold Supplier harmless from any loss or damage incurred as a result of Supplier's reliance on such information and/or instructions.

- 11.5 **Viruses:** Buyer will not access, store, distribute or transmit any viruses or other malicious code, and Supplier may, without liability to Buyer, disable Buyer's access to the SaaS Service if Buyer is in breach of this clause, or in the event of a DDOS attack emanating from the Buyer's connection point.

12. NETWORK CONDITIONS

- 12.1 **Network issues:** The SaaS Service is provided via public and private networks which are not maintained by Supplier. Supplier disclaims any liability for delays, delivery failures, unavailability of the SaaS Service or Software, or any other loss or damage, due to network latency or unavailability where such networks are not provided by Supplier.

13. IMPLEMENTATION AND PROFESSIONAL SERVICES

- 13.1 **Provision of Services:** Where agreed with Buyer, Supplier may from time to time provide Implementation Services and Professional Services in relation to the SaaS Services. Where Buyer wishes Supplier to provide Implementation Services and/or Professional Services, the parties shall negotiate and agree upon an Order Form for the Implementation Services or Professional Services (as applicable), including the applicable costs, which shall then form part of, and be governed by, the Supplier Terms. In consideration of Buyer's payment of the Charges specified in an agreed Order Form, Supplier shall use reasonable endeavours to provide the Implementation Services and/or Professional Services (as applicable), in accordance with the requirements and timetable set out in the Order Form.

- 13.2 **Buyer personnel:** Buyer shall co-operate with Supplier's personnel in respect of any request for information made by Supplier for the purposes of Supplier fulfilling its obligations under the Supplier Terms. Buyer shall ensure that its personnel involved in providing information and instructions to Supplier in connection with the Supplier Terms are suitably qualified staff with sufficient knowledge of the software applications and business practices used by Buyer.

- 13.3 **Acceptance Testing:** The acceptance testing provisions in the Call Off Contract will apply.

- 13.4 **No fault delay:** Where the Implementation Services or Professional Services are interrupted for an extended period of time for reasons outside Supplier's control (including reasons attributable to the Buyer): (a) Supplier shall be entitled to "release" the relevant Supplier team until such time as the Implementation Services or Professional Services (as applicable) can recommence; and (b) Supplier shall have no liability for failing to meet any timeframes specified in the relevant Order Form, and the parties agree to adjust any timeframes specified in the relevant Order Form to account for such delays.

14. CHARGES AND PAYMENTS

- 14.1 **Out of scope services:** All Charges for services outside the scope of the Services (including those services provided in connection with any attempt to diagnose or correct a Fault that results from one or any combination of the circumstances set out in excluded by clause 1.1) will be charged on a time and materials basis at the Professional Services Rates, invoiced monthly in arrears and are payable.

15. OWNERSHIP AND INTELLECTUAL PROPERTY

- 15.1 **Ownership of SaaS Service:** In addition to the requirements of the Call-Off Contract, except for the license rights expressly granted in the Supplier Terms, no express or implied license, right or interest in or to any intellectual property of Supplier or its licensors is conferred by the Supplier Terms. If Buyer suggests new features or functionality that Supplier, in its sole discretion, adopts for the Software, such new features or functionality will be the sole and exclusive property of Supplier and no payment to the Buyer will be required. Any portion of the Software merged into or used in conjunction with other software or hardware will continue to be the property of Supplier and subject to the terms and conditions of the Supplier Terms.

- 15.2 **Other Supplier Property:** Copyright and other intellectual property rights in any materials or software (whether written or machine-readable), proprietary methodologies, templates, forms, spreadsheets, databases and other electronic tools created by or licensed to Supplier prior to or outside the scope of the Services and any subsequent modifications thereto, and Supplier's working papers or other documentation generated by Supplier during the performance of the Implementation Services and any Professional Services will remain vested in Supplier (or its third party licensors, as the case may be), excluding any Buyer Data, Buyer Confidential Information or any intellectual property rights of Buyer reflected in such working papers or any documentation of or any information related thereto.
- 15.3 **No restrictions:** Nothing in the Supplier Terms prevents or restricts Supplier from developing and/or using pre-existing intellectual property, its Confidential Information, any ideas, concepts, know-how, information, techniques, inventions and improvements developed during the course of providing the Services and relating to methods or processes of more general application, including those in the field of information technology and business processes, for itself or other Buyers.
- 15.4 **Embedded Software:** The Software may contain third party software that is licensed to Buyer upon separate license terms, or that Supplier grants access rights to Buyer under the Supplier Terms ("**Embedded Software**"). Any separately applicable licence terms or notices will be accessible to Buyer via the SaaS Service. Notices related to third party open source software licensed to Buyer under the Supplier Terms are included for information only.

16. BUYER DATA

- 16.1 **Buyer's responsibilities:** Buyer acknowledges that, except to the extent expressly delegated to Supplier under the Supplier Terms, Buyer has sole responsibility for its obligations under Data Protection Laws, including (i) selecting, approving and implementing the consent model and/or other lawful grounds for processing Buyer Data as part of the Services (including opt-out requests); (ii) managing requests from relevant individuals relating to their Buyer Data (provided that Supplier will provide reasonable assistance with such requests); (iii) ensuring that it complies with its obligations under the Supplier Terms relating to Buyer Data (including user accesses restrictions); (iv) complying with any other requirements of Data Protection Laws (including, if applicable, documenting and maintaining the lawful grounds for any data processing that will be carried out by Supplier, its Related Companies and subcontractors). The Buyer undertakes that it will only provide Buyer Data to Supplier to the extent it is permitted to do so in accordance with Data Protection Laws. Supplier shall have no liability for any Processing of Buyer Data, or failure to correct or delete Buyer Data, to the extent caused by a breach of the Supplier Terms, or any other act, omission or direction of Buyer.
- 16.2 **Research and Analysis:** Buyer acknowledges that it believes on reasonable grounds that it is not practical to obtain authorisation from individuals that Buyer Data is to be used for statistical analysis or research purposes. Buyer authorises Supplier to:
- (a) produce, for statistical analysis and research purposes, Anonymised Data from Buyer Data disclosed to, or managed by, Supplier (provided that Supplier's anonymisation scripts adopt industry-recognised standards); and
 - (b) use and copy that Anonymised Data and aggregate it with other Anonymised Data for Supplier's purposes (provided that any such purpose shall not identify any individual who is the subject of the Buyer Data). If requested by Buyer, Supplier will provide details of anonymised scripts used, or to be used, to exercise its rights under this clause.
- 16.3 **Data Retention:**
- (a) Buyer is responsible for determining the Buyer Data retention periods including any compliance obligations under applicable laws. Supplier will retain Buyer Data for the period that is in accordance with the Buyer's written instructions. Supplier will not retain any Buyer Data for any period longer than necessary for Supplier to perform its obligations or exercise its rights under the Supplier Terms. As soon as Supplier no longer needs to retain such Buyer Data in order to perform its obligations or exercise its rights under the Supplier Terms, Supplier will, at Buyer's option, promptly return to the Buyer (at Buyer's expense) or destroy or erase all such Buyer Data. Notwithstanding anything to the contrary, and unless otherwise mutually agreed to by the parties, Supplier is not required to retain Buyer Data for longer than 90 days from the expiration or termination of the Supplier Terms.
 - (b) Buyer may request the retrieval of Buyer Data held by Supplier and such requests will be subject to Supplier's Data Archiving Policy (as updated from time to time). Buyer will reimburse Supplier for any assistance it provides for Buyer Data retrieval, on a time and materials basis, at the Professional Services Rates, as well as any out-of-pocket expenses. The Buyer may request a copy of Supplier's Data Archiving Policy.

17. WARRANTIES AND DISCLAIMERS

- 17.1 **Disclaimer of Warranties:** Buyer agrees that the services are being provided to them as a business and not as a consumer. Except as specifically stated in clause 17.1 to the maximum extent permitted by applicable law, Supplier and its related companies and third party suppliers and licensors disclaim any and all guarantees, representations and warranties (express or implied) with respect to the services, documentation or deliverables, including any express or implied warranty of merchantability, non-infringement, fitness for a particular purpose, accuracy, or that the SaaS Service will operate error-free or uninterrupted. To the maximum extent permitted

under applicable law, the Buyer agrees that any local consumer legislation prohibiting misleading and deceptive conduct or representations shall not apply with respect to the supply of the SaaS Service and the Services.

17.2 **No Liability:** Supplier (and its Related Companies) shall have no liability under the Supplier Terms, including the obligation to provide the Services or to remedy a breach of a warranty contained in the Supplier Terms if the liability is caused by:

- (a) the misuse or improper use of the Software or Services or use other than in accordance with the Specifications;
- (b) any modifications or alterations to the Services or Buyer's technical environment not made or approved in writing by Supplier;
- (c) Buyer's incorrect installation of a new Release or Version;
- (d) a combination of the Software with software or hardware that causes the Software not to perform as expected;
- (e) failure to implement a new Release or Version made available via the SaaS Service;
- (f) a malfunction of Buyer's equipment or third party software;
- (g) any act or omission of Buyer in breach of the Supplier Terms;
- (h) Supplier's reliance on the dependencies or assumptions in any agreed SOW or similar document; or
- (i) any information given to Supplier by Buyer being untrue, inaccurate or misleading in a material respect
- (j) Buyer's use of the SaaS Service or Documentation in a manner contrary to the instructions given to Buyer by Supplier; or
- (k) Buyer's use of the SaaS Services with the Interfaces or the Buyer's technical environment or Buyers Data.

17.3 **Buyer acknowledgement:** Buyer understands and agrees that Supplier and its Related Companies and licensors are not engaged in the practice of medicine and that the SaaS Service is a conduit for information only and in no way a substitute for competent medical advisors or related clinicians. All medical practice management and patient care decisions made in which the SaaS Service may be utilised, and the consequences thereof, will be exclusively the responsibility of the Buyer, as well as physicians and other Users, practitioners and clinicians with privileges to use the SaaS Service. The successful operation of the SaaS Service is dependent on Buyer's use of proper procedures and systems for the management of the data being processed and input of correct data, and Buyer is solely responsible for the accuracy and adequacy of the data furnished for processing by the SaaS Service. Buyer agrees to indemnify and hold Supplier and its Related Companies harmless from any and all claims that any improper medical treatment resulted from Buyer's use or reliance upon the SaaS Service.

17.4 **High Risk Activities:** Buyer acknowledges that the Software or the SaaS Service is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance in which the failure of the Software or the SaaS Service could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Supplier specifically disclaims any express or implied warranty of fitness for High Risk Activities.

17.5 **Network issues:** Buyer acknowledges that Supplier does not control or monitor the transfer of data over telecommunications facilities, including the internet, except where managed by Supplier Software, and that internet accessibility carries with it the risk that Buyer's privacy, Confidential Information and property (including Buyer Data) may be lost or compromised.

17.6 **Remote monitoring:** The Buyer agrees to allow Supplier to remotely monitor the performance of the SaaS Service, which includes application log aggregation onto Supplier servers.

17.7 **Use of third party for back up storage:** Notwithstanding any other provision in the Supplier Terms:

- (a) The Buyer expressly permits the backup storage of Buyer Data in a third-party storage provider (currently AWS) location in provided such backup complies with applicable Law.
- (b) The Buyer acknowledges that if there is any loss or damage to Buyer Data, Supplier will attempt to restore the lost or damaged Buyer Data to the extent possible from the latest back-up of such Buyer Data maintained by Supplier or its third party hosting provider.
- (c) Supplier will not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by any third party, (which includes without limitation the Supplier's hosting provider, AWS, but excludes Supplier personnel), other than as a result of Supplier's breach of the Agreement. If AWS provides service credits for missed AWS service levels, these will be passed on to the Buyer in proportion to the total affected the Buyer's Buyer base, which may benefit from those service credits.

18. LIMITATION OF LIABILITY

18.1 **Excluded liability:** Limitation of Liability as prescribed by the Order Form will apply. In addition, to the maximum extent permitted by applicable law, and except for Buyer's breach of clause 3 (Right to Use SaaS Service) or 5 (Participants), in no event shall Buyer or Supplier (or its Related Companies, suppliers or third party licensors) be liable to the other party under any legal theory for any loss of profits or revenue, any indirect, special, incidental or consequential loss or damages, data loss, or punitive or exemplary

damages under or in connection with the Supplier Terms or use or inability to use SaaS Service, even if such party has been advised of the possibility of such damages. In no event shall any of Supplier, its Related Companies, suppliers or third party licensors be liable for any third party claim except under clause 15. Liability for damages shall be limited and/or excluded as provided in the Supplier Terms, even if any exclusive remedy provided for in the Supplier Terms fails of its essential purpose.

- 18.2 **No Liability:** In no event will Supplier (or its Related Companies, third party host or suppliers, employees, agents or representatives) be liable for unauthorised access into Supplier's or Buyer's transmission facilities, premises or equipment, or for unauthorised access to Buyer's data files, programs, procedures or information, unless the unauthorised access is caused by Supplier's breach of its obligations with respect to Buyer Data under clause 16 or Confidential Information under Section 19.
- 18.3 **Liability cap:** Supplier's (and its Related Companies') total and aggregate liability to Buyer for any actual damages arising out of, based on, or relating to the Supplier Terms, shall be stated on the Order Form.
- 18.4 **Buyer indemnity:** Buyer agrees to indemnify, defend and hold Supplier and its Related Companies harmless from and against any loss or damage a result of any claim by any third party arising from:
- (a) Buyer's and its Participants' and/or Users' unauthorised use or modification of the Services;
 - (b) Buyer's non-compliance with the Supplier Terms, including clause 3;
 - (c) Buyer's Data or Buyer's Confidential Information infringes any patent, copyright or other intellectual property rights of such third party.

19. CONFIDENTIALITY

- 19.1 **Protective measures:** Confidentiality measures prescribed by the Call-Off Contract will apply and each party will take measures to protect the Confidential Information of the other party that are no less protective than those measures it uses to protect its own comparable Confidential Information, and in any event, not less than a reasonable degree of protection.
- 19.2 **Permitted disclosures:** Neither party will divulge Confidential Information to any persons (except to Supplier's Related Companies and subcontractors and to the recipient's employees, contractors, agents and professional advisors (for whom that party will be responsible) and then only to the extent that they need to know in order to carry out that person's role for that party) without the other party's prior written consent. Both parties agree that any Confidential Information received from or created in relation to the other party shall only be used for the purposes of exercising its rights or performing its obligations under the Supplier Terms.
- 19.3 **Equitable relief:** The parties acknowledge and agree that a breach of this clause would cause irreparable harm and that either party shall be entitled to seek equitable relief from such breach.

20. TERM AND TERMINATION

- 20.1 **Survival:** The provisions of the Supplier Terms which are expressed to or should by their nature survive termination or expiration, shall survive termination or expiration of the Supplier Terms.
- 20.2 **Consequences of termination:** Termination or expiration of the Supplier Terms shall not release either party from liability for accrued obligations or any previous breach of the Supplier Terms, and shall be without prejudice to other rights and remedies as may be available, including injunctive or other equitable remedies. Buyer shall not be entitled to receive any rebate or refund of the whole or any part of any Charges paid or payable under the Supplier Terms upon expiration or termination of the Supplier Terms for any reason:
- (a) subject to any agreed exit plan, the Buyer's right to access the SaaS Service granted under the Supplier Terms will immediately terminate;
 - (b) upon request of the other party, each party shall promptly return to the other party that party's Confidential Information and other property (including, in the case of Buyer, the Documentation and all copies) within thirty (30) days after such termination or expiration;
 - (c) if requested by Buyer, Supplier may provide Buyer with assistance (which includes the return or destruction of data), cooperation and consultation with the objective of ensuring a smooth and timely of the terminated Services, for up to 90 days following expiration or termination. Buyer will reimburse Supplier for any such assistance on a time and materials basis, at the Professional Services Rates, as well as any out-of-pocket expenses; and
 - (d) Supplier may delete any Buyer Data still held 90 days after the date of expiry or termination (as applicable).

21. GENERAL

- 21.1 **Export Control:** Buyer is responsible for complying with all applicable laws relating to the export of software.
- 21.2 **Assignment:** The Supplier Terms shall be binding upon the parties hereto and their respective successors and permitted assigns. Buyer shall not assign, sublicense or otherwise transfer these Supplier Terms or any rights granted under the Supplier Terms without the prior written consent of Supplier.

- 21.3 **Variations:** The Supplier Terms may be amended only by written agreement of the parties.
- 21.4 **No Waiver:** Any waiver of any terms of the Supplier Terms must be in writing and shall not operate as a waiver of any other term or preclude any other or further exercise of such term.
- 21.5 **International Sale of Goods:** The Supplier Terms shall not be governed by either the provisions of the International Sale of Goods Act or the United Nations Convention for Contracts on the International Sale of Goods.

22. INTERPRETATION

- 22.1 **Definitions:** In the Supplier Terms, capitalised words have the following meaning:

- (a) **"Anonymised Data"** is data which does not relate to an identified or identifiable individual or is information that has had personally identifiable data removed so that the risk of re-identifying the relevant individual is remote (i.e. data that is not personally identifiable information).
- (b) **"Business Day"** means Monday to Friday, excluding public holidays in England and Wales.
- (c) **"Business Hours"** means 8.30 am to 5.30 pm local time in England and Wales, each Business Day.
- (d) **"Buyer"** means the contracting authority ordering Services using the Call-Off Contract and Order Form issued pursuant to the Framework Agreement.
- (e) **"Call-Off Contract"** means a Call-Off Contract and Order Form issued by a Buyer for the provision of Services.
- (f) **"Change Request"** has the meaning given in clause 9.1.
- (g) **"Charges"** means the SaaS Service Charges, Implementation Services Charges and any Professional Services Charges payable under the Order Form.
- (h) **"Confidential Information"** has the meaning given to it in clause 34 of the Framework Agreement.
- (i) **"Buyer Data"** means data, including any personally identifiable information or health information, provided to Supplier by or on behalf of Buyer, or otherwise made available by or on behalf of Buyer for transmission by Users via the SaaS Service, including personally identifiable information and health information about Buyers of Buyer.
- (j) **"Data Protection Laws"** means the applicable legislation defined in the Call-Off Contract.
- (k) **"DDOS Attack"** means a denial-of-service attack, being a malicious attempt by attackers to prevent legitimate users of a service from using that service.
- (l) **"Deliverable"** means a deliverable to be provided by Supplier as set out in the relevant Order Form, but does not include Software (which is subject to a separate grant of license).
- (m) **"Documentation"** means any published manuals or operating guides relating to the Software and the SaaS Service, whether in print or electronic form, provided by Supplier to the Buyer, and includes the Support Manual.
- (n) **"Effective Date"** means the date the Order Form is signed by both parties.
- (o) **"Embedded Software"** has the meaning given in clause 15.4.
- (p) **"Fault"** means a failure of the Software to operate substantially in conformance with the Specifications.
- (q) **"Framework Agreement"** means the G-Cloud 13 Framework Agreement (RM1557.14)
- (r) **"High Risk Activities"** has the meaning given in clause 17.4.
- (s) **"Implementation Services"** means the services to be performed by Supplier to set-up and connect Buyer to the SaaS Service, as well as any training, or other services requested by Buyer to implement SaaS Service and/or integrate Users and enable their use of the SaaS Service, as detailed in one or more Order Forms.
- (t) **"Implementation Services Charges"** means the Charges for the Implementation Services, as set out in the Supplier Terms, and/or in an agreed Order Form.
- (u) **"Interfaced Applications"** means software products that are proprietary to third parties not provided by Supplier and that Buyer elects to use in conjunction with the SaaS Service.
- (v) **"IP Claim"** has the meaning set out in clause 15.1.
- (w) **"Participant"** means, to the extent specifically permitted under the Software Use Restrictions, any entity authorized by Buyer to access the SaaS Service pursuant to a participation agreement with the Buyer, and which may include, but not be limited to (i) a healthcare entity such as a hospital, clinic, clinical laboratory, imaging centre, ambulatory surgery centre, physical therapy centre, pharmacy, home health care agency, nursing home, clearinghouse or an individual healthcare clinician including a healthcare provider, or any employee or authorized agent of the foregoing; or (ii) health insurers, self-insured health insurance plans, schools, prisons and/or camps (to the extent they may provide health care services to students,

inmates or participants or otherwise need access to health records), third party administrators of health insurance plans and billing companies and other entities that are directly or indirectly involved with providing, administering, insuring or paying for health care or reviewing the quality of health care.

- (x) **“Professional Services”** means professional services requested by Buyer to be performed by Supplier as detailed in one or more Order Forms.
- (y) **“Professional Services Rates”** means the consulting rates set out in the Order Form.
- (z) **“Related Company”** means a company that is under the common control of a party (control meaning the direct or indirect ownership of more than fifty percent (50%) of voting rights and/or capital shares), or the other company is the holding company a party, or there is another company to which both companies are related.
- (aa) **“Release”** means an update to the Software containing minor improvements or minor enhancements to existing features.
- (bb) **“SaaS Commencement Date”** means the date that the SaaS Service is first made available to Buyer.
- (a) **“SaaS Applications”** means Software made available by Supplier or the relevant Third Party to Buyer as a software-as-a-service arrangement via a network (such as the internet) where such Software are hosted remotely from Buyer on processors owned or controlled by Supplier or the Third Party and are not materially developed to meet the requirements of Buyer.
- (cc) **SaaS Service** means the subscription services for access to the Software to be provided by Supplier as a service through the technology solution described in the Order Form.
- (dd) **“Services”** means the SaaS Services, Support Services, Implementation Services, any Professional Services and any other services that Supplier opts to perform under the Supplier Terms (including any out of scope services).
- (ee) **“Service Levels”** means the service levels set out in Schedule 1.
- (ff) **“Software”** means the software described in the Order Form, including SaaS Applications, Releases, Versions and all other bug fixes, patches, updates, upgrades, enhancements or modifications to such software that Supplier may install as part of the SaaS Service.
- (gg) **“Software Use Restrictions”** means any specific User or configuration restrictions applicable to Buyer’s use of the SaaS Service, as set out in the Supplier Terms and Order Form.
- (hh) **“Specifications”** means the technical specifications for the SaaS Service described in the Order Form or the Documentation.
- (ii) **“Specific Terms”** means the specific details of the agreement between the parties as set out in the Order Form to which these Supplier Terms and Conditions are attached.
- (jj) **“Support Manual”** means the Supplier support manual for Support Services provided to Buyer at the Start Date specified in the Order Form or any updated versions of the same provided to Buyer by Supplier during the term of the Order Form.
- (kk) **“Support Services”** means technical support services to be provided by Supplier to resolve Faults in accordance with Schedule 1.
- (ll) **“System Availability Objective”** means the System Availability Objective applicable to the SaaS Service, as set out in Schedule 1.
- (mm) **“Term”** has the meaning given in the Order Form.
- (nn) **“Technical Environment Requirements”** means the minimum hardware and software configuration requirements that the Buyer must have to be able to use the SaaS Service, as set out in Schedule 3 and as may be updated from time to time in accordance with the Agreement.
- (oo) **“Users”** means individuals authorised to use the SaaS Service in accordance with the Supplier Terms (including the Software Use Restrictions) who have been supplied user identifications and passwords by Buyer.
- (pp) **“Version”** means any new version of the Software that provides substantial performance improvements, architectural changes, new features or additional functionality, and which is made generally commercially available by Supplier.

22.2 Construction: In the Supplier Terms, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of the Supplier Terms;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) the terms “including” and “includes” shall be deemed to be followed by the statement “without limitation”;
- (d) any obligation not to do something shall include permitting such thing to be done by a third party;
- (e) a reference to a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed; and
- (f) a reference to a party includes its executors, administrators, successors and permitted assigns.

22.3 **Precedence:** In the event of a conflict, the order of precedence shall be:

- (a) the main body of these Supplier Terms and Conditions; and
- (b) the Schedules in the order attached to these General Terms and Conditions;

SCHEDULE 1

Service Levels and Support Services

This Schedule 1 sets forth the applicable Service Levels, which includes the System Availability Objective of the SaaS Service, and the associated Support Services.

1. DEFINITIONS

In this Schedule capitalised terms have the meaning given to them in the General Terms or otherwise have the following meanings:

"Downtime" is any time when the SaaS Services are not substantially available for use by the Buyer, other than Downtime Exclusions.

"Downtime Exclusions". Downtime does not include unavailability caused by: (1) Scheduled Maintenance or a suspension of SaaS Services; (2) flaws in Buyer's Data; (3) the incompatibility of any operating system, Interfaced Applications or third party vendor supplied security patches with Buyer's Data or the Software; (4) acts or omissions of Buyer or its agents, including all testing of the servers by Buyer or a third party vendor; (5) the failure of servers or services outside of a Datacentre on which the SaaS Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by Supplier's network or network providers; (6) Supplier's blocking of Buyer Data that Supplier deems in its sole reasonable discretion to be in violation of applicable laws (including HIPAA) or other health care regulations; (7) a Force Majeure or events not in Supplier's direct control; (8) a DDOS attack or unauthorized access (i.e., hacking); (9) Buyer breaches the terms and conditions of the Supplier Terms; (10) co-located devices; (11) Downtime not reported by Buyer within five Business Days of the day the Downtime first began; (12) time required to format or reformat disks or a RAID array; (13) time required to load, reload, configure or reconfigure an operating system; (14) time required to load, reload, configure or reconfigure Interfaced Applications; (15) time required to restore from backup; and (16) Non-production hardware or applications.

"Fault Level" means the Fault priority levels specified in the table in section 4 below, in relation to each request for Standard Support Services received by Supplier's support centre from Buyer, which shall be mutually agreed by Supplier and Buyer (or failing agreement, as determined by Supplier). In instances where a reported Fault is determined by Supplier to be in relation to a new feature or functionality to the Software then Supplier reserves the right to lower the Fault Level.

"Initial Response Time" means the elapsed time between when Supplier receives notification of a request for Standard Support Services by Buyer and the time that Supplier acknowledges receipt of that request.

"Progress Report" means the update provided by Supplier to Buyer by phone or email in respect of resolution of each request for Standard Support Services submitted by Buyer.

"Scheduled Maintenance" means periodic scheduled upgrades and maintenance on the SaaS Service and supporting Software, which will require making the SaaS Service unavailable for limited times. Examples of downtime for scheduled maintenance may include upgrades to hardware, network device operating systems or configurations, application server operating systems, upgrades or configuration changes to hosted applications, upgrades or configuration changes to database software and upgrades or configuration changes to virtual software management systems.

"Target Resolution Commencement" means [insert definition]

"Target Resolution Time" means the target elapsed time between when Supplier receives notification of a request for Support Services by Buyer and the time a final position is agreed between Supplier and Buyer, where either a solution (which may be remedying the Fault or providing a work-around) has been reached or no further action can be taken under the terms of the Supplier Terms. This time is a target only, and Supplier does not guarantee that any particular request for Support Services will be resolved within the specified time period. The Target Resolution Time does not include any time spent waiting for a response from Buyer.

2. SERVICE LEVEL OBJECTIVES

Supplier will use reasonable endeavours to meet the service level objectives identified below (together, the **"Service Levels"**):

- i. **Data Backup Objective.** If applicable, scheduled backup jobs will be completed every day. A back-up job that initially is unsuccessful but is subsequently corrected within one Business Day shall be considered a successful backup for these purposes. Measurement of this objective will occur daily. Regular or continuous replication of data to a local data storage device or a remote data centre shall meet the requirement for the data backup objective.
- ii. **Response and Resolution Time Objectives.** Initial Response Time objectives and Target Resolution Time objectives are set forth in section 4, table 1 below.

- iii. **System Availability Objective.** Supplier will make the SaaS Service available such that the amount of Downtime in a given month will not exceed 0.5%.

3. LIMITATIONS ON SERVICE LEVELS

The Service Levels will not apply if: (1) Buyer disables (either intentionally or unintentionally) Supplier's administrative access to the Configuration (e.g., by changing a password); (2) Buyer makes any modifications that prohibit the SaaS Services from working properly; (3) Buyer modifies or deletes the contents of Supplier's administrative directories, or disables or modifies any software installed by Supplier for the purposes of monitoring or server maintenance; or (4) Buyer breaches the terms of the Supplier Terms. If Buyer submits a Support Services request as a result of the Buyer having engaged in one or any combination of the activities specified in this Section 3, Supplier may perform services that are outside the scope of the Support Services without Buyer's prior approval, and Supplier may charge the Buyer, and the Buyer will be required to pay, additional Charges on a time and materials basis at the Professional Services Rates in accordance with clause 12.4 of the General Terms.

4. SUPPORT SERVICES

- 4.1 During the Initial Term and any Renewal Term, Supplier shall provide the support services for the SaaS Service as described below and in the Support Manual (the "**Support Services**"). Supplier shall:
 - i. Correct any Fault, including defect repair, programming corrections, and remedial programming or a procedure or routine that, when observed in regular operation of the SaaS Service, eliminates the practical adverse effect of the Fault.
 - ii. Provide all updates, bug fixes, enhancements, new Releases and Versions, and other improvements to the SaaS Services that Supplier provides to its other similarly situated Buyers at no additional charge.
 - iii. Provide unlimited access for up to five (5) named users to the Support Tracker to log any issue or Fault. Telephone support is 8 a.m. to 5 p.m. on Business Days in the applicable Jurisdiction.
 - iv. Provide online access to technical support bulletins and other user support information and forums; to the extent Supplier makes such resources available to its Buyers.
 - v. In the event that a Fault Level 1 incident occurs, Supplier shall promptly investigate the root causes of such support issues and shall provide to Buyer within ten (10) days of the occurrence of the Fault Level 1 incident an analysis of such root causes and a proposed corrective action plan for Buyer's review, comment and approval (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (i) a commitment by Supplier to Buyer to devote the appropriate time, skilled personnel, systems support and equipment, and/or resources to remedy the Fault Level 1 incident; (ii) a strategy for developing any programming/software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of such incidents; and (iii) time frames for implementation of the Corrective Action Plan. There shall be no additional charge (other than those Charges set forth in the Supplier Terms) for Supplier's implementation of such Corrective Action Plan in the time frames and manner set forth in the Corrective Action Plan. Supplier will not be responsible for any cost that the Buyer may incur in making changes to resolve Fault Level 1 incidents.
- 4.2 Buyer's support staff will be responsible for first-level support, including the provision of an internal support desk service to end users of the SaaS Service for providing general assistance and initially diagnosing any operational or functional problems with the SaaS Service. Buyer's support staff shall promptly report Faults that cannot be solved internally in accordance with the procedure outlined in the Support Manual. Support requests may be logged by Buyer in relation to the use of the SaaS Service in a non-production environment, provided that such requests are not subject to the Service Levels. To the extent that a Fault is caused by Embedded Software or Interfaced Applications, Supplier will use reasonable endeavours to resolve such Fault through recourse to the third party licensor, but such Faults shall not be subject to the Service Levels.
- 4.3 Buyer shall ensure that its support staff are familiar with and knowledgeable about the functional capabilities and technical operation of the SaaS Service. If they are not available or are unable to attend within a reasonable time period in relation to a response by Supplier to a support request, Supplier reserves the right to lower the Fault Level.
- 4.4 At no point will Buyer have access to Production Environments.
- 4.5 No back-end access to any SaaS environments will be provided to the Buyer. Additional environments will need to be set up for Buyer testing purposes at an additional cost following a detailed review of additional requirements.
- 4.6 Supplier may charge Buyer on a time and materials basis in accordance with the Professional Services Rates for any support outside the scope of the Support Services, including first-level support requests for assistance with respect to use of the SaaS Service or other matters not relating to Faults (e.g. troubleshooting for problems not relating to Faults).

Incident Response and Target Resolution Times

The incident/issue has a fault priority level (impact) for which an urgency priority can be set in accordance with the definitions below. Buyer may request that the Fault Level of an issue is increased if the situation worsens and may also prioritise multiple issues to guide the support team as to which issue to fix first.

Fault Level	Initial Response Time	Target Initial Response Time Objective	Target Resolution Commencement	Target Resolution Time	Target Resolution Time Objective	Coverage Hours
Level 1	1 hour	99%	1 hour	4 hours	99%	24/7
Level 2	2 hours	99%	2 hours	8 hours	99%	24/7
Level 3	Next Business Day	95%	1 day	2 weeks	None	8am – 5pm
Level 4	2 Business Days	90%	2 weeks	By Arrangement	None	8am – 5pm
Fault Level	Definition					
Level 1	Critical business impact – means an incident that causes complete loss of Service to the Buyer's production environment such that work cannot reasonably continue and no workarounds to provide all of the functionality of the Service required under the agreement are possible or cannot be implemented in time to minimize the impact on the Buyer's business.					
Level 2	Significant Business Impact – means an incident that results in a significant loss of service to the Buyer's production environment such that processing can proceed in a restricted fashion but performance is significantly reduced and / or operation of the service is considered severely limited and no workaround to provide the affected functionality is possible or cannot be implemented in time to minimize the impact on the Buyer's business.					
Level 3	Minor Business Impact – means an incident that results in minimal loss of service to the Buyer's production environment, such that the impact of the incident is minor or an inconvenience, for example requiring a manual bypass to restore product functionality.					
Level 4	No Business Impact – means an incident that causes no loss of service and does not impede the Buyer's overall use of the service in accordance with the agreement.					

SCHEDULE 3

Technical Environment Requirements

Buyer Technical Environment

- Maintain internet connectivity and access to the Buyer's end users
- Access the SaaS Service through a web browser

Data Source Description

- Maintain internet connectivity for all data transmittals
- Maintain all source systems for all data transmittals

SCHEDULE 4

Acceptance Testing

- 1.1 In this Schedule, capitalised words have the following meaning:
- (a) **"Acceptance"** means where either of the circumstances set out in clause 1.7 of this Schedule applies.
 - (b) **"Acceptance Criteria"** means the minimum criteria each Deliverable must meet to pass the Acceptance Tests, as agreed between the parties and defined in the SOW. In the absence of agreement, the Acceptance Criteria for any Deliverable shall mean that the Deliverable conforms substantially with the Specifications.
 - (c) **"Acceptance Tests"** means the tests that will be carried out in accordance with this Schedule.
- 1.2 On completion of each Deliverable for which Acceptance Testing applies (as provided in a SOW), Supplier will notify Buyer that the Deliverable is ready for Acceptance Testing. Buyer will, within five Business Days of such notification or such other time specified in the SOW, complete Acceptance Tests to establish whether the Deliverable meets the Acceptance Criteria for that Deliverable (**"Testing Period"**).
- 1.3 During the Acceptance Tests:
- (a) Buyer will be responsible, at its own cost, for:
 - (i) arranging and carrying out Acceptance Tests;
 - (ii) determining the level of functionality and performance achieved in testing;
 - (iii) requesting Supplier to verify, diagnose and correct any suspected Fault; and
 - (iv) making available to Supplier written details of any Fault found to exist.
 - (b) Supplier will be responsible, at its own cost, for:
 - (i) the verification of any suspected Fault and the diagnosis and correction of any verified Fault;
 - (ii) making available to Buyer written details of any verified Fault and the action that will be taken; and
 - (iii) providing to Buyer reasonable assistance and guidance to Buyer's staff as requested by Buyer during the Testing Period.
- 1.4 As soon as practicable after the relevant Acceptance Tests have been completed but no later than the end of the Testing Period, Buyer will submit the results of the Acceptance Tests to Supplier and notify Supplier whether or not the Deliverables meet the Acceptance Criteria.
- 1.5 Where Supplier is notified that a Deliverable does not meet the Acceptance Criteria, Buyer will provide Supplier with any other relevant information reasonably available to it that will assist Supplier to identify the reason for such failure, and may:
- (a) require Supplier to correct any Fault in accordance with clause 1.3(b) above (in which case any timetable specified in the SOW for delivery of the Deliverable by Supplier will be amended accordingly); or
 - (b) accept the Deliverable subject to such conditions as the parties may agree.
- 1.6 Buyer may request that the foregoing procedure is repeated for any Deliverable that is not Accepted in a prior round of Acceptance Testing, provided that the total period of Acceptance Testing does not exceed a total period of three months (or such other period as set out in an Order Form).
- 1.7 A Deliverable will be deemed to be Accepted where:
- (a) Buyer provides notification to Supplier that the Deliverable meets the Acceptance Criteria;
 - (b) No notification of acceptance or rejection has been provided to Supplier by the Buyer during the Testing Period;
 - (c) the Buyer starts using the Deliverable in a live environment; or
 - (d) any outstanding Faults notified by the Buyer are lower than Fault Level 2 (provided that Supplier shall resolve all such Faults as soon as reasonably possible as part of the Support Services).
- 1.8 Any dispute which arises as to whether a Deliverable passes an Acceptance Test will be referred for resolution in accordance with the Call-Off Contract.