

Global Initiative Supplier Terms Trial Deck services on G Cloud 15

Version 1.0

Date: [insert date]

This Agreement is intended to be uploaded as the Supplier terms and conditions document for Trial Deck services procured under G Cloud 15. It is designed to sit alongside the G Cloud 15 Framework Agreement and the applicable Call Off Contract.

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The Agreement (Terms and Conditions)

1. Parties

1.1. This Agreement is between:

- (a) Global Initiative Limited (company number 03806415) of 33 to 35 George Street, Oxford, Oxfordshire, OX1 2AY (Supplier, we, us, our) and
- (b) the public sector customer identified in the Call Off Contract (Customer, you, your).

2. Definitions

2.1. In this Agreement:

Acceptable Use Policy means Schedule 1.

Agreement means these Supplier Terms including the Schedules.

Authorised Users means your employees, contractors, and other persons you authorise to access the Services for your internal purposes.

Business Day means Monday to Friday, excluding bank holidays in England.

Call Off Contract means the contract formed under the G Cloud 15 Framework Agreement between you and us for the provision of the Services, including the Order Form.

Customer Data means data and content uploaded to, entered into, or generated within the Services by or on behalf of you or your Authorised Users, including personal data where applicable.

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations, and relevant guidance issued by the ICO, in each case as amended from time to time.

Deliverables means any bespoke outputs, configurations, integrations, reports, datasets, documents, code, or other work products created specifically for you and paid for under the Call Off Contract, as identified in an Order Form or statement of work.

Destination Controller means the sponsor, organisation, or other party that determines the purposes and means of processing personal data for a Destination Study.

Destination Study means a study, service, or digital intervention other than your study that is promoted to a participant via Research Opportunities.

DPA means the data processing terms in Schedule 3.

Feedback means suggestions, comments, or other feedback you or your Authorised Users provide relating to the Services.

Framework Agreement means the G Cloud 15 framework agreement between the Crown Commercial Service and suppliers.

Go live means the date the Deliverables or Services are first made available for production use by the Customer.

Opt in means a participant's affirmative choice recorded in the Services to receive Research Opportunities and related communications.

Order Form means any order, statement of requirements, statement of work, or similar document agreed under the Call Off Contract which identifies the Services purchased, term, pricing, and any service options.

PECR means the Privacy and Electronic Communications Regulations 2003.

Research Opportunities means the Services feature that may invite participants to opt in to receive invitations to other studies, services, or digital interventions delivered by Trial Deck and other Trial Deck customers, as described in clause 10.4.

Research Opportunities Data means the opt in record for Research Opportunities, communication preferences for Research Opportunities, and any information a participant provides specifically for Research Opportunities.

Services means access to and use of Trial Deck and the related support, hosting, onboarding, and professional services identified in the Order Form.

Service Data means data derived from the operation, security, performance, and use of the Services, including audit logs, technical telemetry, and aggregated service metrics, and which does not include Customer Data in identifiable form.

SLA means the support and service levels in Schedule 2.

Subprocessor means any third party appointed by us to process personal data on your behalf under the DPA.

UAT means user acceptance testing.

2.2. Headings are for convenience only and do not affect interpretation.

3. Contract structure and precedence

3.1. This Agreement forms part of the Supplier terms for the Services.

3.2. The parties acknowledge that the Services are procured under the Framework Agreement and delivered under the Call Off Contract.

3.3. If there is any conflict between the Call Off Contract and this Agreement, the Call Off Contract prevails.

3.4. No change to this Agreement applies to an executed Call Off Contract unless agreed in writing by both parties through the change control process in the Call Off Contract.

4. Scope of Services

4.1. We will provide the Services as described in the Order Form and the Call Off Contract.

4.2. The Services support clinical research operations and related workflows. They do not replace your obligations as sponsor, controller, research organisation, clinical team, or study team, including obligations relating to protocol design, ethics approvals, participant safety, and trial oversight.

4.3. Where the Services include configuration features (including randomisation configuration, questionnaires, routing, notifications, access rules, exports, and

integrations), you remain responsible for validating your study set up prior to go live, including any user acceptance testing you require.

4.4. No legal advice

4.4.1. The Supplier does not provide legal advice. Any information or assistance provided by the Supplier relating to governance, ethics, contracting, data protection, regulation, or compliance is general guidance only.

4.4.2. The Customer remains responsible for obtaining its own advice and ensuring its studies, approvals, notices, and processes are compliant.

4.5. Customer dependencies and approvals

4.5.1. The Customer will provide timely information, access, decisions, and approvals that the Supplier reasonably requires to deliver the Services and any Deliverables.

4.5.2. Where the Supplier requests Customer review or approval, the Customer will respond within five (5) Business Days unless a different period is stated in the Order Form.

4.5.3. If the Customer does not provide required inputs, access, or approvals within ten (10) Business Days of a written request, the Supplier may pause the affected work and reschedule delivery. Any dates and timescales will be adjusted accordingly.

4.5.4. Where work is paused under this clause, fees remain payable for work performed up to the pause. The Customer also remains responsible for any ongoing third party costs, hosting costs, and other pass through charges that continue to accrue during the pause (including costs of reserved capacity, licences, domains, monitoring, messaging, and storage), to the extent such costs are permitted by the Call Off Contract and the Order Form.

5. Grant of rights and restrictions

5.1. We grant you a non-exclusive, non-transferable right for your Authorised Users to access and use the Services during the term, solely for your internal purposes and in accordance with the Call Off Contract.

5.2. You must ensure that Authorised Users keep credentials confidential and use reasonable efforts to prevent unauthorised access.

5.3. You must promptly notify us if you become aware of any compromise or unauthorised access.

5.4. You and your Authorised Users must comply with the Acceptable Use Policy.

6. Support, service levels, and maintenance

6.1. Support services and service levels are set out in the SLA and the Order Form.

6.2. Planned and emergency maintenance will be notified in advance where reasonably practicable.

6.3. We may make changes to the Services to maintain security, performance, or compliance, provided those changes do not materially reduce the core functionality you have purchased. Material changes will be managed through Call Off Contract change control.

6.4. Complaints and escalation

6.4.1. If the Customer wishes to raise a complaint, it should do so via the support channel set out in the SLA or Order Form.

6.4.2. If the complaint is not resolved within a reasonable period, the Customer may escalate the complaint to a director of the Supplier by written notice.

6.4.3. The parties will use good faith efforts to resolve complaints through escalation before commencing formal dispute procedures, subject to any requirements in the Call Off Contract.

6.5. 6.5 Praise and testimonials

6.5.1. If the Customer is happy with the Services, the Supplier may invite the Customer to provide a short testimonial or case study quote for use in the Supplier's marketing materials, subject to the Publicity and use of names and logos clause and any restrictions in the Call Off Contract.

6.5.2. Testimonials and positive feedback are always appreciated and will be shared internally with the delivery team. Where appropriate and allowed, they may be used on published marketing materials.

7. Suspension

7.1. The Supplier may suspend access to the Services, in whole or part, if:

(i) undisputed fees are overdue by more than thirty (30) days and remain

unpaid five (5) Business Days after written notice, or
(ii) the Supplier reasonably believes the Services are being used in breach of the Acceptable Use Policy, unlawfully, or in a manner that creates a material security risk or material risk to the integrity or availability of the Services.

7.2. The Supplier will use reasonable efforts to provide advance notice of suspension and will limit any suspension to what is necessary to address the issue.

7.3. Where suspension is due to non-payment, access will be restored promptly after payment of overdue amounts.

7.4. Suspension under this clause does not affect the Customer's obligation to pay fees that are due and payable.

8. Hosting and third parties

8.1. Where hosting is included, hosting arrangements will be as described in the Order Form and the SLA.

8.2. We may use third parties to deliver elements of the Services, but we remain responsible for their performance to the extent required by the Call Off Contract.

8.3. A list of typical subprocessors is set out in Schedule 4 - Typical subprocessors, subject to the subprocessor provisions in the DPA.

9. Information security

9.1. We will operate an information security and quality management approach aligned to our ISO 27001 and ISO 9001 commitments, as applicable to our organisation and service delivery.

9.2. We will implement appropriate technical and organisational measures to protect Customer Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, as set out in the DPA and Schedule 5 - Security Measures.

9.3. You are responsible for the security of your own networks and end user devices, and for your access management decisions including user roles and permissions.

10. Data protection

10.1. Each party will comply with Data Protection Legislation.

- 10.2. Where we process personal data on your behalf in providing the Services, the DPA applies.
- 10.3. You are responsible for providing any required notices, participant information sheets, consent language, privacy notices, and terms to your end users and study participants, and for ensuring you have a lawful basis for processing and sharing personal data with us for the Services.
- 10.4. Retention and archiving requirements (including long term archiving for clinical research) must be specified in the Order Form and Schedule 3 - Data Processing Schedule where applicable.

11. Customer Data and data rights

11.1. Customer Data ownership

- 11.1.1. You retain all rights, title, and interest in Customer Data.
- 11.1.2. Nothing in this Agreement transfers ownership of Customer Data to us.

11.2. Licence to process Customer Data

- 11.2.1. You grant us a limited right to host, store, transmit, and otherwise process Customer Data solely to:
 - (a) provide the Services to you and your Authorised Users
 - (b) secure, maintain, support, and troubleshoot the Services
 - (c) meet our legal obligations
 - (d) carry out any other processing expressly set out in the Call Off Contract.
- 11.2.2. Where Customer Data includes personal data, the processing described in clause 10.2.1 is subject to and constrained by the Data Processing Schedule. If there is any inconsistency, the Data Processing Schedule prevails.

11.3. Participant communications

- 11.3.1.1. Where you configure the Services to send communications to participants (including email, SMS, and in platform messaging), we will send those communications only in accordance with your documented instructions and the participant's recorded communication preferences and permissions, and in compliance with Data Protection Legislation and PECR.

11.4. Trial Deck research opportunities and invitations to other studies or therapies

- 11.4.1. The Services include a feature that may invite participants to opt in to receive invitations to other studies, services, or digital interventions delivered by Trial Deck and other Trial Deck customers (Research Opportunities). Unless the Call Off Contract states otherwise, this feature may be available to participants in your study at no additional cost to you.
- 11.4.2. Research Opportunities are intended to support participant choice and facilitate recruitment across multiple studies for the wider benefit of clinical research. You have no obligation to take any action in relation to Research Opportunities and you will not be charged for recruitment activity relating to other studies.
- 11.4.3. Participants will be invited to opt in to Research Opportunities and may be asked to provide additional information relevant to Research Opportunities (for example areas of interest, high level eligibility indicators, and contact preferences). Participants may withdraw from Research Opportunities at any time.
- 11.4.4. Until a participant opts in to Research Opportunities, we will not disclose the participant's identifiable Customer Data from your study to any other Trial Deck customer for the purpose of inviting that participant to another study or therapy, except where required by law.
- 11.4.5. Where a participant opts in to Research Opportunities, we may contact the participant in accordance with the participant's recorded communication preferences and permissions, and Data Protection Legislation and PECR, to present opportunities to participate in other studies or therapies.
- 11.4.6. Where a participant expresses interest in a specific other study or therapy, we will share only the minimum information necessary with the destination controller to enable that study to contact the participant and progress screening, enrolment, and consent, and only in a manner consistent with the participant's permissions and the notices presented to the participant at the relevant point.
- 11.4.7. Any processing and disclosures relating to a destination study or therapy are the responsibility of the destination controller. You have no

responsibility for the governance, approvals, or conduct of destination studies or therapies.

11.4.8. If you require Research Opportunities to be disabled or restricted for your study, this must be stated expressly in the Call Off Contract or Order Form.

11.4.9. We will not share any research or study data from your study with any other study or Trial Deck customer as part of Research Opportunities.

11.5. Data return and deletion

11.5.1. Data export, return, deletion, and retention are as set out in the Data Processing Schedule and any exit plan in the Order Form.

11.6. Customer materials and third party rights

11.6.1. The Customer is responsible for ensuring it has all necessary rights, permissions, and licences to use and provide to the Supplier any Customer Data and any other materials it uploads to, configures within, or uses with the Services, including questionnaires, instruments, scales, text, images, audio, video, documents, and participant communications.

11.6.2. The Supplier is not responsible for obtaining such rights or for claims arising from the Customer's use of third party content, except to the extent caused by the Supplier's breach of the Call Off Contract.

12. Service Data and analytics

12.1. We may generate and use data derived from the operation, security, and performance of the Services, including audit logs, technical telemetry, and aggregated service metrics (Service Data).

12.2. We own the Service Data. Service Data does not include Customer Data in identifiable form.

12.3. We may use Service Data to operate, secure, maintain, and improve the Services. Where Service Data includes personal data, we will only process it as permitted by the Data Processing Schedule.

13. Intellectual property in the Services

13.1. We retain all rights, title, and interest in the Services, the Trial Deck platform, and our materials, including all intellectual property rights in them

and in any improvements, updates, or derivative works, whether created before or during the term.

- 13.2. Except for the rights expressly granted in the Call Off Contract, no rights in our intellectual property are granted to you.

14. Feedback

- 14.1. You may provide suggestions, comments, or other feedback relating to the Services (Feedback).
- 14.2. You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty free licence to use, reproduce, modify, incorporate, and otherwise exploit Feedback for the purpose of operating, maintaining, developing, and improving the Services and our other products and services.
- 14.3. Feedback does not grant you any intellectual property rights in the Services, the Trial Deck platform, or any improvements, updates, or derivative works we create, whether or not you have paid for related work.
- 14.4. We are not obliged to implement Feedback.

15. Bespoke deliverables and paid work

- 15.1. Where the Order Form or a statement of work includes bespoke deliverables created specifically for you and paid for under the Call Off Contract (Deliverables), the ownership and licence position will be as stated in the Call Off Contract or statement of work.
- 15.2. If the Call Off Contract or statement of work is silent, the default position is:
- (a) you own the Deliverables
 - (b) we retain ownership of all pre-existing materials, the Services, the Trial Deck platform, and any generic components, libraries, templates, methods, and know how used to create the Deliverables
 - (c) you grant us a non-exclusive, worldwide, perpetual, royalty free licence to use, reproduce, modify, and incorporate the Deliverables and any underlying ideas, techniques, and know how into the Services and our other products and services, provided we do not disclose your Confidential Information or Customer Data.

16. Fees, invoicing, and payment

- 16.1. Fees are as stated in the Order Form and the published G Cloud pricing for the Services.
- 16.2. Unless otherwise stated in the Order Form, invoices are payable within 30 days of receipt.
- 16.3. Expenses are only chargeable if expressly permitted by the Order Form or the Call Off Contract.
- 16.4. Unless otherwise stated in the Order Form, licence fees, platform subscription fees, hosting fees, and any setup or onboarding fees are payable in advance.
- 16.5. Licence fees, platform subscription fees, hosting fees, and setup or onboarding fees are non-refundable and not subject to pro rata reduction, including where the Call Off Contract is terminated or cancelled early, except to the extent the Call Off Contract expressly provides otherwise.
- 16.6. Milestone payments for Deliverables
 - 16.6.1. Unless otherwise stated in the Order Form or statement of work, fees for Deliverables are payable as follows:
 - (a) 50 percent on commencement of the Deliverables work
 - (b) 45 percent on delivery of Deliverables to user acceptance testing (UAT)
 - (c) 5 percent on go live.
- 16.7. Commencement
 - 16.7.1. For the purposes of clause 15.6.1(a), commencement occurs on the earlier of:
 - (a) the date we begin work on the Deliverables, or
 - (b) five Business Days after we confirm in writing that we are ready to start and are awaiting your inputs or access.
- 16.8. Invoicing
 - 16.8.1. We may invoice in accordance with the payment points in 15.6 and 15.5.
 - 16.8.2. If UAT or go live is delayed due to your act or omission, we may invoice the relevant milestone when the Deliverables are ready for UAT or go live, regardless of when UAT is performed or go live occurs.

17. Warranties

- 17.1. We warrant that we will provide the Services with reasonable skill and care.
- 17.2. If the Order Form includes a warranty period for specific deliverables, that warranty applies only to those deliverables and only to defects directly attributable to our work.
- 17.3. Except as expressly stated in the Call Off Contract, we do not warrant that the Services will be error free or uninterrupted.

18. Liability

- 18.1. Liability, caps, exclusions, indemnities, and remedies are as set out in the Call Off Contract.
- 18.2. If and to the extent the Call Off Contract is silent on liability caps, our total aggregate liability to you arising out of or in connection with the Call Off Contract and the Services, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, will not exceed the lower of:
- (a) the total fees paid and payable by you under the Call Off Contract in the 12 months preceding the event giving rise to the claim, and
 - (b) the maximum amount recoverable under our applicable insurance policies for the type of claim in question.
- 18.3. Nothing in this Agreement excludes or limits liability that cannot be excluded under applicable law, including for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.
- 18.4. Excluded categories of loss
- 18.4.1. To the extent permitted by applicable law, we will not be liable for any:
- (a) indirect or consequential loss
 - (b) loss of profit, revenue, or anticipated savings
 - (c) loss of business, contracts, opportunity, or goodwill
 - (d) loss of or corruption to data, where such loss or corruption results from your acts or omissions, your systems, your integrations, or your failure to maintain appropriate backups of data exports
 - (e) business interruption or downtime costs incurred by you, except as expressly set out in the SLA or Call Off Contract.
 - (f) any loss, costs, liabilities, damages, or expenses arising from complaints, claims, demands, or correspondence made by participants,

patients, members of the public, or any other third party, including claims relating to nuisance, unwanted, misdirected, duplicated, or excessive communications (for example email or SMS), except to the extent caused by our breach of the Call Off Contract or our negligence.

18.5. Excluded causes and responsibilities

18.5.1. To the extent permitted by applicable law, we will not be liable for any loss, damage, or claim arising from or relating to:

- (a) your configuration choices, study design, protocol, eligibility criteria, consent content, participant materials, questionnaires, routing rules, notifications, or other study set up, and your validation and approvals of the same
- (b) your instructions, or any use of the Services that is not in accordance with the Agreement, the Call Off Contract, or our published or agreed guidance
- (c) acts or omissions of your Authorised Users, contractors, or other third parties acting on your behalf
- (d) third party services, systems, networks, devices, browsers, or integrations not provided by us, including failures of email, SMS, telecoms, identity providers, or your DNS and domain management where you control those components
- (e) your failure to provide timely information, access, approvals, decisions, or inputs required for delivery or support
- (f) suspension or restriction of access required to protect the Services, Customer Data, or other customers, including where we reasonably suspect misuse, security risk, or unlawful activity
- (g) any clinical decision making, medical advice, or regulatory decision making by you or any third party. The Services provide tooling and workflows only.
- (h) the content, targeting, frequency, timing, or recipient selection of communications to participants or other third parties where those communications are based on Customer Data, customer supplied contact details, customer configured rules, or your documented instructions, including any consent and preference management you implement outside the Services.

18.6. Data and content responsibilities

18.6.1. You are responsible for the accuracy, quality, and legality of Customer Data, and for ensuring you have appropriate rights, notices, and lawful basis to collect and use it.

18.6.2. We are not responsible for the content of Customer Data, or for outcomes or conclusions drawn from Customer Data or use of the Services.

18.6.3. You are responsible for ensuring that participant contact details are accurate, that communications are lawful and appropriately approved, and that you have obtained any consents and permissions required for your communications strategy. We are not responsible for your compliance decisions relating to messaging content or recipient selection.

18.7. Cap application

18.7.1. Any liability cap in clause 17.2 applies to the total aggregate liability for all claims arising out of or in connection with the Call Off Contract and the Services, including any professional services, whether the claims arise in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.

18.8. No claim may be brought more than 12 months after the date on which you became aware, or ought reasonably to have become aware, of the facts giving rise to the claim.

19. Publicity and use of names and logos

19.1. Unless the Call Off Contract states otherwise, the Supplier may identify the Customer as a user of the Services in the Supplier's marketing materials, including use of the Customer's name and logo.

19.2. The Supplier will not imply endorsement by the Customer and will comply with any reasonable brand usage guidelines provided by the Customer in writing.

19.3. The Customer may withdraw permission for use of its name and logo on reasonable notice, and the Supplier will remove the name and logo from new marketing materials as soon as reasonably practicable.

20. Acknowledgement and citation

20.1. The Customer will ensure that Global Initiative Limited and Trial Deck are acknowledged as the platform and service provider in any outputs,

publications, or communications that describe, report on, or arise from the Customer's use of the Services, including peer reviewed papers, preprints, conference abstracts or posters, reports, blogs, newsletters, press releases, websites, and funding reports.

20.2. The form of acknowledgement will be reasonable and proportionate to the output, and will follow any wording we provide from time to time, or otherwise will state as a minimum: "This work used the Trial Deck platform provided by Global Initiative Ltd. Trial Deck is a secure, cloud based clinical research platform that supports participant management, digital intervention delivery, electronic data capture, and study operations workflows."

20.3. This clause does not require disclosure of confidential information, commercially sensitive information, or information that the Customer is prohibited from disclosing by law, ethics approval, or sponsor requirements.

20.4. Where an output includes a methods section or equivalent, the acknowledgement must appear there or in the acknowledgements section.

21. Insurance

21.1. The Supplier maintains appropriate insurance cover for its business and the Services, which may include employer liability insurance, public liability insurance, cyber insurance, and professional indemnity insurance.

21.2. Evidence of insurance will be provided on request, subject to confidentiality and the Call Off Contract.

22. Freedom of Information

22.1. The Customer may be subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (FOI Laws).

22.2. The Supplier will provide reasonable assistance to the Customer to enable the Customer to comply with its obligations under FOI Laws, including by providing information held by the Supplier relating to the Services, subject to confidentiality and reasonable cost recovery where permitted by the Call Off Contract.

22.3. If the Supplier receives a request under FOI Laws relating to the Customer or the Services, the Supplier will promptly notify the Customer and will not respond to the request except as required by law.

- 22.4. The Customer remains responsible for determining what information must be disclosed under FOI Laws.

23. Confidentiality

- 23.1. Each party will keep the other party's confidential information confidential and use it only as necessary to perform the Call Off Contract.
- 23.2. Confidentiality obligations do not apply to information that:
- (a) is or becomes public other than through breach
 - (b) was lawfully known to the receiving party without restriction
 - (c) is independently developed without reference to the disclosing party's confidential information
 - (d) must be disclosed by law, court order, or regulator, subject to prompt notice where lawful.

24. Non-solicitation

- 24.1. During the term of the Call Off Contract and for twenty-four (24) months after its termination or expiry, the Customer will not, without the Supplier's prior written consent, solicit or attempt to solicit for employment or engagement any employee, contractor, or consultant of the Supplier who was materially involved in providing the Services.
- 24.2. This restriction does not apply where the relevant person applies through an open and advertised recruitment process that is not targeted at the Supplier's personnel.
- 24.3. If the Customer breaches this clause, the Customer will pay the Supplier a reasonable fee reflecting the costs of replacement and lost time, as set out in the Order Form or, if not stated, a sum equal to twelve (12) months of the individual's total remuneration at the time of solicitation.

25. Audit and assurance

- 25.1. On request, we will provide reasonable assurance information relating to the Services, such as security summaries and third party assurance reports, subject to confidentiality and any restrictions in the Call Off Contract.
- 25.2. Any audit rights are as set out in the Call Off Contract and the DPA.

26. Assignment and subcontracting

- 26.1. The Customer may not assign, transfer, charge, subcontract, or otherwise deal in any of its rights or obligations under the Call Off Contract without the Supplier's prior written consent, not to be unreasonably withheld or delayed.
- 26.2. The Supplier may assign or transfer its rights and obligations under a Call Off Contract to an affiliate or as part of a corporate reorganisation, merger, acquisition, or sale of business, provided this does not materially reduce the service protections in the Call Off Contract.
- 26.3. The Supplier does not use subcontractors for delivery of the Services other than the third party service providers acting as subprocessors listed in Schedule 4 or otherwise disclosed in accordance with the Data Processing Schedule.
- 26.4. Nothing in this clause affects the Supplier's right to use employees and contractors under its direct control to perform the Services.

27. Notices

- 27.1. Any notice given under the Agreement must be in writing and delivered by email or by pre-paid first class post to the addresses stated in the Order Form or otherwise notified in writing.
- 27.2. Notices sent by email are deemed received at the time of transmission, provided no delivery failure notice is received by the sender. If sent outside Working Hours, the notice is deemed received at 09:00 on the next Business Day.
- 27.3. Notices sent by post are deemed received at 09:00 on the second Business Day after posting.
- 27.4. This clause does not apply to routine operational communications, support tickets, or service messages, which may be delivered through the support channel set out in the SLA.

28. Term and termination

- 28.1. Term is as stated in the Order Form.
- 28.2. Either party may terminate the Call Off Contract in accordance with its termination provisions.

- 28.3. Termination or expiry will not affect accrued rights or liabilities, including the Customer's obligation to pay all undisputed fees due and payable up to the termination date.
- 28.4. Where the Call Off Contract is terminated early for any reason other than the Supplier's material breach, any fees stated in the Order Form as payable in advance or non-refundable remain payable and are not subject to pro rata reduction, except to the extent the Call Off Contract expressly provides otherwise.
- 28.5. On termination or expiry, we will provide exit assistance and data return or deletion as set out in the DPA and any exit plan in the Order Form.

29. Exit and data return

- 29.1. On request and subject to the Call Off Contract, we will provide Customer Data exports in a commonly used format supported by the Services and as described in the DPA and any exit plan in the Order Form.
- 29.2. We will delete or return Customer Data in accordance with the agreed retention and exit provisions, subject to legal obligations to retain certain records.
- 29.3. Where Deliverables are in progress at the termination date, delivery, handover, and any associated invoicing will be handled in accordance with the Order Form or statement of work.

30. Dispute resolution and governing law

- 30.1. The parties will use good faith efforts to resolve disputes through escalation and commercial discussion.
- 30.2. This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction, subject always to the Call Off Contract.

31. General

- 31.1. Force majeure: neither party is liable for delay or failure to perform caused by events beyond reasonable control, as set out in the Call Off Contract.

- 31.2. Severability: if any provision is unenforceable, the remainder remains in force.
- 31.3. Third party rights: no person other than the parties has rights to enforce this Agreement.
- 31.4. Nothing in the Call Off Contract or this Agreement creates a partnership, joint venture, or relationship of principal and agent between the parties, and neither party has authority to bind the other.
- 31.5. The Call Off Contract, including the Order Form, these Supplier Terms and Schedules, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions and correspondence.
- 31.6. If there is any conflict within these Supplier Terms, the following order of precedence applies, in descending order:
- (a) the Order Form
 - (b) the main body of these Supplier Terms
 - (c) the Schedules.

Signatures

Executed by the parties through the Call Off Contract process.

Schedule 1 - Acceptable Use Policy

1. Prohibited activities

1.1 You must not, and must ensure Authorised Users do not:

(a) copy, modify, create derivative works from, mirror, republish, download, transmit, or distribute any part of the Services except as permitted by the Call Off Contract

(b) decompile, reverse engineer, disassemble, or otherwise attempt to derive source code except to the extent permitted by law

(c) access the Services to build a competing product or service

(d) introduce malware, viruses, or attempt unauthorised access

(e) interfere with the security or integrity of the Services

(f) use the Services in a manner that is unlawful or infringes third party rights.

2. Responsibility

2.1 You are responsible for Authorised Users' compliance with this Schedule.

Schedule 2 - Support and Service Levels

A. General

1. Scope

1.1 This Schedule sets out support arrangements and service levels for the Services.

1.2 Service levels apply only where hosting and support are included within the Order Form and Call Off Contract.

2. Definitions

2.1 Business Day means Monday to Friday, excluding bank holidays in England.

2.2 Working Hours means 09:00 to 17:30 UK time on Business Days.

2.3 Incident means an unplanned interruption to, or reduction in quality of, the Services.

2.4 Service Request means a request for information, access, advice, or a non urgent change which is not an Incident.

2.5 Response Time means the time from when we receive a support request to when we acknowledge it and start triage.

2.6 Restore Time means the time from when we confirm an Incident to when service is restored to a usable state or a reasonable workaround is provided.

B. Standard SLA

3. Working hours and contact

3.1 Support is provided during Working Hours unless the Order Form specifies out of hours support.

3.2 Out of hours contacts and escalation routes, if any, will be set out in the Order Form.

4. Logging and time recording

4.1 We keep timesheets and can make them available where necessary and appropriate under the Call Off Contract.

5. Response targets

5.1 We aim to respond within 1 Working Day where practicable.

5.2 For Incidents, we will prioritise based on severity.

6. Severity levels and targets

6.1 Severity classification

6.1.1 Severity 1 Critical

The Services are unavailable or a critical function is unusable with no viable

workaround, or there is a suspected security incident affecting availability, confidentiality, or integrity.

6.1.2 Severity 2 High

Major degradation of service or functionality, or a material issue affecting a significant subset of users, with limited workarounds.

6.1.3 Severity 3 Medium

Non critical defect, limited impact, acceptable workaround exists.

6.1.4 Severity 4 Low

Minor defect, cosmetic issue, general query, or request for advice.

6.2 Target response times

6.2.1 Severity 1: within 4 Working Hours

6.2.2 Severity 2: within 1 Working Day

6.2.3 Severity 3: within 2 Working Days

6.2.4 Severity 4: within 5 Working Days

6.3 Target restore times

6.3.1 Restore targets are agreed in the Order Form where required. Otherwise, restore will be on a reasonable endeavours basis, prioritised by severity and clinical risk.

7. Hosting, maintenance, and support

7.1 Hosting, maintenance, and support services are subject to the Order Form and Call Off Contract requirements.

8. Pause clause

8.1 If you fail to comply with your material obligations under the Call Off Contract, and you do not rectify that failure within ten Business Days of us notifying you in writing, we may pause affected work.

8.2 As soon as you fulfil the relevant obligation, we will restart work as soon as reasonably practicable.

8.3 Payments will be made for work completed up to the day the pause begins. No additional payment is due solely because of the pause, unless the Call Off Contract expressly provides otherwise.

9. Monitoring and backups

9.1 Monitoring

9.1.1 All servers are monitored in several ways. This may include performance and resource monitoring, uptime monitoring, and infrastructure level monitoring by hosting providers.

9.2 Configuration management

9.2.1 Server configuration is managed using automated configuration tooling.

9.3 Backups

9.3.1 Web servers: two nightly image snapshots held off site

9.3.2 Web servers: seven nightly database and file upload backups held off site in duplicate

9.3.3 Server configuration: weekly backups with off site duplicate

9.4 Backup retention periods and restore testing, if required, will be specified in the Order Form.

10. Communication plan

10.1 We use a project management platform to manage, estimate, prioritise, and schedule work. You may be granted access to a project portal where you can view backlog items and statuses, and comment on tickets.

10.2 We will provide regular status reporting as agreed in the Order Form.

10.3 Communication table

Copy and paste into Word or Excel.

Description	Frequency	Format	Audience	Owner
-------------	-----------	--------	----------	-------

Project portal	Continuous	Online platform	Product Owner	Project Manager
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Weekly RAG report	Weekly	PDF	Product Owner	Project Manager
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Weekly status update	Weekly	Call	Project Manager and Product Owner	Project Manager
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Backlog refinement and sprint planning	Fortnightly	Meeting or call	Project Team and Product Owner	Project Team
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Sprint retrospective	Fortnightly	Meeting or call	Project Team	Project Team
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Sprint review	Fortnightly	Meeting or call	Project Team and Product Owner	Project Team
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For the purposes of this table, Project Team and Project Manager mean the Supplier's project team and project manager respectively.

C. Extended SLA

(Additional commitments that apply only where the Order Form specifies Extended SLA)

11. Uptime commitment

11.1 Our target is 99.9 percent uptime for operational aspects of the server over each three month cycle.

11.2 Uptime is measured over a three month period and refers to the

percentage of total minutes the server is fully operational under standard operating conditions.

12. Exclusions from uptime calculation

12.1 The following are excluded from the uptime calculation:

- (a) scheduled maintenance notified in advance, including updates, patches, and upgrades
- (b) emergency maintenance required to address critical issues or prevent broader impact
- (c) customer induced downtime, including misconfiguration or actions by customer subcontractors, and issues related to customer environments, integrations, off site exports, or DNS where the customer is responsible for domain management
- (d) overloading caused by unanticipated or excessive demand beyond typical usage, unless capacity increases were reasonably notified in advance
- (e) use of unsupported or third party software affecting stability
- (f) network issues beyond either party's reasonable control, and third party service issues
- (g) force majeure events
- (h) security related downtime required for threat response, mitigation, or emergency patching
- (i) any non standard operating conditions, taking account of intended use, or events outside our direct control.

13. Best efforts

13.1 We will use best efforts to achieve the uptime target, but circumstances beyond our direct control may affect uptime.

14. Subscription credits

14.1 If average uptime of 99.9 percent is not maintained over a rolling three month period, you will be entitled to the credits below. Credits are issued as days added to the end of the annual subscription for the Services.

14.2 Credits table

Uptime Percentage	Days Credited
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Less than 99.9 percent and at or above 99.7 percent	4.5
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Less than 99.7 percent and at or above 99.5 percent	8
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Less than 99.5 percent and at or above 99.0 percent	10
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14.3 Where uptime falls below 99.5 percent, you may alternatively have a right to terminate the subscription for the Services with immediate effect, subject to the Call Off Contract.

14.4 Credits are subject to a maximum limit of 55 days per calendar year and cannot exceed the total credits awarded within a rolling three month period from the date of the first credit issued in that period.

14.5 Credits are non transferable, not redeemable for cash, and valid for a maximum of 12 months from the date of issue or until the next billing period, whichever is sooner.

15. Downtime mitigations

15.1 Irrespective of whether downtime counts towards uptime, we will use reasonable endeavours to handle downtime gracefully, including user appropriate messaging and consistent user interface presentation.

15.2 Where DNS issues arise and rerouting is possible, end users may be routed to a landing page. We will work collaboratively on subdomain delegation options where appropriate.

15.3 Where denial of service becomes a significant issue, we will take reasonable preventative steps and mitigations promptly.

15.4 Downtime mitigations are in addition to any credits you are eligible for.

16. Changes to this Schedule

16.1 This Schedule may only be varied through the Call Off Contract change control process and will not be changed unilaterally for an executed Call Off Contract.

Schedule 3 - Data Processing Schedule

1. Status and precedence

1.1 This Schedule applies where we process personal data on your behalf in providing the Services.

1.2 If there is any inconsistency between this Schedule and the Call Off Contract, the Call Off Contract prevails.

2. Parties and roles

2.1 For Customer Data within your study

2.1.1 You are the Controller.

2.1.2 We are the Processor.

2.2 For Research Opportunities

2.2.1 Research Opportunities means the Trial Deck feature that may invite participants to opt in to receive invitations to other studies, services, or digital interventions delivered by Trial Deck and other Trial Deck customers, as described in clause 10.4 of the Agreement.

2.2.2 For the opt in record, communication preferences for Research Opportunities, and any information a participant provides specifically for Research Opportunities, we act as an independent Controller.

2.2.3 For any destination study, the destination sponsor or organisation will act as Controller for its own screening, enrolment, consent, and study delivery.

2.3 No sharing of research data

2.3.1 We will not share any research or study data from your study with any other study or Trial Deck customer as part of Research Opportunities.

3. Processing details for each Call off Contract

3.1 The below table will be populated and agreed as part of individual Call off Contracts to ensure information is up to date and relevant for each specific project.

The subject matter and duration of the Processing	
The nature and purpose of the Processing	
The type of Personal Data being Processed	

The categories of Data Subjects	
---------------------------------	--

4.

4. Processor obligations

4.1 We will, in relation to personal data we process as Processor for you:

4.1.1 process personal data only on your documented instructions, including as set out in the Call Off Contract and lawful configuration of the Services

4.1.2 ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations

4.1.3 implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, or damage

4.1.4 assist you, taking into account the nature of processing, with responding to data subject rights requests, where applicable to you as Controller

4.1.5 assist you with DPIAs and consultation with the ICO where required, to the extent reasonably necessary for the Services and proportionate to the scope of the Call Off Contract

4.1.6 notify you of a personal data breach affecting Customer Data without undue delay after becoming aware, and cooperate with you on mitigation and regulatory communications

4.1.7 not appoint a subprocessor without meeting the requirements in clause 5

4.1.8 on termination or expiry, delete or return personal data as set out in clause 8, unless UK law requires retention.

5. Subprocessors

5.1 We may appoint subprocessors to support delivery of the Services.

5.2 We will ensure subprocessors are subject to written terms imposing data protection obligations no less protective than this Schedule, to the extent required by Data Protection Legislation.

5.3 Subprocessors used for a specific Call off Contract, and any buyer specific requirements for notification or objection, will be described in the Call Off Contract or Order Form, or otherwise made available on request.

6. International transfers and data location

6.1 Data hosting location and any international transfer position will be as described in the Call Off Contract or Order Form.

6.2 Where transfers occur, we will use appropriate safeguards as required by Data Protection Legislation.

7. Security measures

7.1 The security measures applicable to the Services are described in Schedule 5 and the SLA, and may be supplemented by buyer specific requirements in the Call Off Contract.

8. Retention, deletion, and exit

8.1 Retention periods, archiving requirements, and exit assistance must be set out in the Call Off Contract where they differ from our standard service approach.

8.2 At end of term, we will provide export and deletion or return in line with the agreed exit plan, subject to legal obligations to retain certain records.

8.3 Where long term archiving is required for clinical research, that must be stated in the Order Form together with the retention period and access requirements.

9. Audit and information

9.1 We will make available information reasonably necessary to demonstrate compliance with this Schedule, subject to confidentiality and the Call Off Contract.

9.2 Audit rights, if any, are as set out in the Call Off Contract.

10. Research Opportunities, controller processing

10.1 This clause applies only to the Research Opportunities feature described in clause 10.4 of the Agreement.

10.2 We will present participants with appropriate notices for Research Opportunities and record opt in and opt out choices.

10.3 We will contact participants about Research Opportunities only in accordance with their recorded permissions and preferences and in compliance with Data Protection Legislation and PECR.

10.4 We will not disclose a participant's identifiable Customer Data from your study to a destination study as part of Research Opportunities.

10.5 If a participant opts in and then expresses interest in a specific destination study, we may share only the minimum necessary contact and preference information to enable the destination controller to contact the participant, and only in a manner consistent with the participant's permissions and the notices presented at the relevant point.

10.6 You have no responsibility for the governance, approvals, or conduct of destination studies or therapies.

10.7 No study data from your study will be shared with the destination study.

Schedule 4 - Typical subprocessors

The specific subprocessors used for a Call Off may vary depending on your selected hosting and service options.

1. Microsoft (productivity and operational tooling)
2. Mythic Beasts (hosting partner, where applicable)
3. Amazon Web Services (hosting partner, where applicable)
4. Atlassian / Jira / Service Desk (support ticketing, where applicable)
5. MailChimp (email services, where applicable)
6. Twilio (SMS messaging, where applicable)
7. Others as applicable and within the Call Off Contract.

Schedule 5 - Security Measures

1. Security governance
 - 1.1 We maintain an information security policy and supporting procedures. The latest policy is available on request, subject to confidentiality.
 - 1.2 We use appropriate access controls, least privilege, and segregation of duties within our operational processes.
2. Hosting and data residency
 - 2.1 Where Mythic Beasts are used, services are hosted in ISO 27001 aligned facilities within the UK.
 - 2.2 Where Amazon Web Services are used, we will ensure hosting remains within the UK where this is a requirement specified in the Order Form.
3. Vulnerability management and assurance
 - 3.1 We apply security patches and updates in line with our operational processes and risk based prioritisation.
 - 3.2 Where appropriate, we recommend independent third party penetration testing for systems which include personal data, and we can support remedial work as agreed in the Order Form.
4. Physical security
 - 4.1 Our premises have appropriate physical security controls, which include monitored intruder detection and CCTV.
5. Monitoring and backups
 - 5.1 Monitoring and backup arrangements are described in the SLA and may be tailored in the Order Form.
6. Confidentiality and training
 - 6.1 Personnel with access to production systems are subject to confidentiality obligations and appropriate training relevant to their role.

Schedule 6 - Shared SOPs and Operating Responsibilities

1. Purpose

- 1.1. This Schedule defines the minimum operating procedures and responsibilities that must be followed to operate the Services safely, securely, and in compliance with the Call Off Contract
- 1.2. The Supplier maintains internal SOPs for service operation, security, and delivery. The Customer does not need copies of all Supplier internal SOPs.
- 1.3. The parties will agree, for each Call off Contract, which SOPs are shared and which are Supplier only or Customer only.
- 1.4. Mandatory shared SOPs must be agreed before go live.

2. Call off specific SOP register

- 2.1. The below table will be populated and agreed as part of individual Call off Contracts to ensure information is up to date and relevant for each specific project.

3. Suggested minimum obligations for mandatory shared SOPs

3.1. Data retention and archiving

- (a) The Customer must define the retention period and access requirements for Customer Data in the Order Form.
- (b) The Supplier must implement retention and archiving in accordance with the Call Off Contract and provide reasonable evidence on request.

3.2. Subject access requests

- (a) The Customer is responsible for receiving, assessing, and responding to SARs as Controller.
- (b) The Supplier will provide reasonable assistance to locate, extract, and export personal data within the Services within agreed timescales.

3.3. Incident management

- (a) The Supplier is responsible for incident handling for the Services, including investigation, containment, and remediation.
- (b) The Customer is responsible for internal communications and decision making as required by its governance.
- (c) The parties will maintain escalation contacts and agree communications for Severity 1 and Severity 2 incidents.

3.4. Data deletion and participant withdrawal

(a) The Customer is responsible for determining whether deletion, restriction, or retention is required for each withdrawal, based on study governance and legal obligations.

(b) The Supplier will carry out deletion or restriction actions within the Services in accordance with Customer instructions and the Data Processing Schedule, and will provide confirmation where appropriate.

3.5. Emergency procedures and SAR support

(a) The Supplier will maintain an emergency contact route and operational runbook for service interruptions and urgent data support requests.

(b) Where emergency manual procedures are required for a specific study, these must be agreed in the Order Form.

4. Evidence and auditability

4.1. Each mandatory shared SOP must specify the evidence that will be produced for key actions, including logs, tickets, confirmations, and approvals.

4.2. The Supplier will provide reasonable evidence of execution for actions performed within the Services, subject to confidentiality and the Call Off Contract.

5. Updates

5.1. This Schedule may only be varied through the Call Off Contract change control process.

5.2. Updates to shared SOPs apply only to the relevant Call off Contract where agreed in writing.

SOP ID	SOP TITLE	MANDATORY SHARED	OWNER	APPLICABILITY	WHAT THE SOP MUST COVER	EVIDENCE AND ARTEFACTS	REVIEW FREQUENCY
SOP 01	Data retention and archiving	Yes	Joint	All Call offs	Retention schedule. Archiving method. Access during retention. Legal holds. End of	Retention schedule. Archive evidence. Deletion certificate where applicable	Annual

					retention actions		
SOP 02	Subject access request process	Yes	Customer with Supplier support	All Call offs	Intake and logging. Identity verification. Search scope. Response timelines. Supplier support steps. Output formats	SAR log. Search request and results. Response record	Per request, with annual review
SOP 03	Incident management and escalation	Yes	Supplier with Customer interface	All Call offs	Severity definitions. Escalation contacts. Communications. RACI. Post incident review for major incidents	Ticket record. Timeline. Root cause summary	After major incidents, with annual review
SOP 04	Data deletion and participant withdrawal	Yes	Customer with Supplier support	All Call offs	Withdrawal request handling. Deletion versus restriction versus anonymisation rules. Study specific constraints. Evidence capture	Withdrawal log. Deletion action record. Confirmation message	Per request, with annual review
SOP 05	Emergency procedures and SAR support	Yes	Supplier with Customer interface	All Call offs	Emergency contacts. Service unavailability runbook. Manual fallback steps	Emergency contact list. Runbook. Test record	Annual, and after any invocation

					where required. SAR support steps in emergency scenarios	where applicable	
SOP 06	Change control for study configuration	Suggested	Custom er	If using configurable workflows	Who can change what. Approval steps. Testing and sign off. Version history	Change log. Approval record	Quarterly
SOP 07	Participant communications governance	Suggested	Custom er	If using email or SMS	Template approval. Recipient rules. Frequency controls. Opt out handling. PECR compliance decisions	Approved templates. Rule set export	Quarterly
SOP 08	Exit and data return process	Suggested	Joint	Where exit required	Export formats. Timelines. Verification. Deletion certificate. Archive handover	Exit plan. Export record	Per exit

Schedule 7 - Services Catalogue

This Schedule lists services that may be purchased under a Call Off Contract. The specific Services provided will be those stated in the Order Form.

1. Platform access
 - 1.1 Trial Deck platform access (core Services)
 - (a) Study and trial set up
 - (b) Participant management and study workflows
 - (c) Electronic data capture and questionnaires
 - (d) Digital intervention delivery and content modules
 - (e) Reporting and exports
 - (f) Audit logs and study activity tracking
2. Optional modules and add ons
 - 2.1 Randomisation module (S3R)
 - 2.2 Electronic consent module (eConsent)
 - 2.3 Screening and eligibility workflows
 - 2.4 Notifications and messaging (email and SMS)
 - 2.5 Recruitment and referral workflows
 - 2.6 Integrations and APIs
 - 2.7 Data archiving and long term retention options
 - 2.8 Study monitoring and oversight dashboards
 - 2.9 Data query management workflows
 - 2.10 Role based access controls and delegated administration
3. Hosting and environments
 - 3.1 Production hosting (single tenant or multi tenant as stated in the Order Form)
 - 3.2 Staging and test environments (where included)
 - 3.3 UK data residency hosting option (where required and stated in the Order Form)
 - 3.4 Monitoring, backups, and disaster recovery as per the SLA and Order Form
4. Support and service management
 - 4.1 Standard SLA support
 - 4.2 Extended SLA support (where purchased)
 - 4.3 Operational reporting and service reviews (where purchased)
 - 4.4 Incident management and communications

- 5. Professional services
 - 5.1 Onboarding and discovery and definition phases (where purchased)
 - 5.2 Configuration support and trial build support
 - 5.3 Training for study teams
 - 5.4 Data migration and import support
 - 5.5 Integration implementation support
 - 5.6 Custom reporting and export configuration
 - 5.7 Bespoke development deliverables (where purchased)
 - 5.8 Innovation and research support
- 6. Exit and transition services
 - 6.1 Data export support
 - 6.2 Assisted transition and handover support (where purchased)
 - 6.3 Deletion certification or archiving confirmation (where applicable)