

Ultramed[®]
Services Agreement

DATED:

Ultramed Limited

- and –

SOFTWARE AS A SERVICE AGREEMENT

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THIS AGREEMENT is dated: /2023

Parties:

- (1) Ultramed Limited, a company incorporated and registered in England and Wales with company number 09242021 whose registered office is Tremough Innovation Centre, Penryn, Cornwall, TR10 9TA (the Supplier); and
- (2) Insert customer details

Background:

- (A) The Supplier has developed certain software applications and platforms which it makes available to Ultramed Customers via the internet on a pay-per-use basis or an annual subscription fee based on the number of uses, subject to the minimum purchasing requirement, for the purpose of allowing health professionals to access and view health and social care details inputted by patients.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

Operative Provisions:

DEFINITIONS

Authorised User means relevant staff of the Customer who will use the services in the course of their work.

Business Availability means Ultramed will respond to email or telephone messages within one working day, Monday to Friday, excluding Bank Holidays or public holidays.

CASOD is the Clinical Algorithm Sign Off Document. This means the questions the End User is asked and the suggested triggers, actions and tests, which must be signed off by a lead clinician.

Contract Term is the length of time the contract remains in place between Ultramed and the customer after Go Live, which must be for a minimum of 12 consecutive months.

Customer Data means information the Supplier holds about the Customer.

Data Drop means End User information compiled into a report and delivered to the Customer.

End User means any person directly accessing the programs and entering their information, i.e. a patient.

End User Data means information entered into one of the programs by a person, i.e. a patient.

Go Live means the date the first completed use of the system is submitted following the agreed start date.

Initial period means the first 12 months of the contract term.

Renewal period means the contract term after automatic renewal after the initial period.

User Tier means the pricing tier chosen as per Schedule 1.

Sales Invoice means the invoice sent to the Customer for uses submitted.

Clauses:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes email and fax.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. CUSTOMER SUBSCRIPTIONS

- 2.1 In consideration of and subject to the Customer paying the Fee in accordance with clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the Contract Term solely for the Customer's internal business operations.
- 2.2 Authorised User access will be determined by the Customer. End User access will be determined by the Customer.
- 2.3 The Customer shall not:
 - 2.3.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - (a) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.3.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 2.3.3 use the Services and/or Documentation to provide services to third parties; or
- 2.3.4 subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the relevant members of staff, or
- 2.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause.
- 2.4 The Customer shall:
 - 2.4.1 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.5 The rights provided under this clause 2 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.6 The monthly Sales Invoice must be paid in cleared funds on/by the indicated date on the sales invoice.

3. SUBSCRIPTIONS

- 3.1 The number of subscriptions used per month will be charged as per clause 9 and Schedule 1 and paid quarterly in arrears.
- 3.2 The Go Live date must be agreed in advance and be within 3 months of the date of signing this services agreement. The Go Live date will be the date of the first billing period.
- 3.3 The subscriptions can be increased, subject to contract negotiation. No option is available for reduced usage after Contract Terms are agreed.

4. SERVICES

- 4.1 The Supplier shall, during the Contract Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - 4.2.1 planned maintenance; and
 - 4.2.2 unscheduled maintenance, advance notice of which will only be given where reasonably practicable.
- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, be available to the Customer during Ultramed's times of Business Availability.

5. DATA

- 5.1 The Customer shall own all rights, title and interest in to all of the End User Data that has been
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- transferred to the Customer and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the End User Data that has been transferred to the Customer.
- 5.2 The supplier may use, for research purposes, the End User Data, where permission has been granted by the End User within the program and the data has been anonymised. In such cases the Supplier will be data controller for this data.
- 5.3 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller of End User Data received by the Customer and the Supplier shall be a data processor and in any such case:
- 5.3.1 the Customer acknowledges and agrees that the personal data may be transferred or stored only within the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement;
- 5.3.2 the Supplier shall ensure that it is entitled to process and transfer the relevant personal data to the Customer so that the Customer may lawfully use the personal data
- 5.3.3 the Customer shall ensure that the relevant End Users have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
- 5.3.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing or accessing of the personal data or its accidental loss, destruction or damage.

6. THIRD PARTY WEB PROVIDERS

- 6.1 The Customer acknowledges that the Services may enable or assist End Users to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites or otherwise and that they do so solely at their own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party via a website or otherwise, or any transactions completed, and any contract entered into by the End Users, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the End User and the relevant third party, and not the Supplier. The Supplier recommends that End Users refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.
- 6.2 The Supplier will make all reasonable efforts to ensure links provided to End Users are fit for purpose.

7. SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation supplied, and with reasonable skill and care.
- 7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
- 7.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 7.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 7.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:
- 8.2 provide the Supplier with:
 - (a) all necessary co-operation in relation to this agreement; and
 - (b) all necessary access to such information, as may be required by the Supplier;
- 8.2.2 in order to provide the Services, including but not limited to Customer Data, End User Data, security access information and configuration services;
- 8.2.3 to the fullest extent possible use its best endeavours to offer the Services to End Users and use the Services through its Authorised Users;
- 8.2.4 ensure that each Data Drop is reviewed by a clinically qualified, Authorised User, before any clinical decisions are made;
- 8.2.5 comply with all applicable laws and regulations with respect to its activities under this agreement;
- 8.2.6 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.2.7 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for Authorised User's breach of this agreement;
- 8.2.8 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- 8.2.9 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time;
- 8.2.10 be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;
- 8.2.11 ensure that all Authorised Users are trained on use of the Software and are competent in its use; and
- 8.2.12 the Customer warrants that all relevant members of staff will only use the Software as an aid, and not as a replacement for their own knowledge and expertise, and further warrant that all relevant members of staff shall be competent in their respective field before making use of the Software.

9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the Sales Invoice in accordance with the following terms:
- 9.1.2
- 9.2 Once this Services Agreement has been entered into, the Supplier shall invoice the Customer according to the above terms.
- 9.3 The Contract Term cannot commence until the supplier has received the governing paperwork, including the signed Services Agreement, the Information Governance & IT sign-off and the CASOD.
- 9.4 The Supplier accepts payment by direct debit, BACS or any other kind of telegraphic transfer at the Supplier's discretion
- 9.5 If the Supplier has not received payment within 30 days after the due date on the Sales Invoice, and without prejudice to any other rights and remedies of the Supplier:
- 9.5.2 the Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 9.5.3 interest shall accrue on such due amounts at an annual rate equal to 5% over the then current base lending rate of Barclays Bank Plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.6 All amounts and fees stated or referred to in this agreement:
- 9.6.2 shall be payable in pounds sterling;
- 9.6.3 are, subject to clause 13.4.2, non-cancellable and non-refundable;
- 9.6.4 are exclusive of Value Added Tax (VAT), which shall be added to the Supplier's invoice(s) at the appropriate rate.

10. PROPRIETARY RIGHTS

- 10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this

- agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), design registrations, or any other rights or licences in respect of the Services or the Documentation.
- 10.2 The Customer hereby grants the Supplier a royalty-free non-exclusive right to use the Customer's Intellectual Property Rights, including, but not limited to, the get-up, trademarks, trading style and colour palettes of the Customers business in order to provide an integrated appearance to the Services and Software, and for promotional purposes, to enable the Supplier to advertise the fact that the Customer is (or was, as appropriate) a Customer of the Supplier.
- 10.3 Neither clause 10.2 or any other clause in this agreement is intended to form an assignment of Intellectual Property Rights or goodwill in either the Supplier's or Customer's business.
- 10.4 The Services, the Software or the information relayed through the Services and/or the Software constitutes a medical device with clinical decision support. Each Data Drop must be reviewed by a clinically qualified Authorised User before any clinical decisions are made as specified in clause 8.1.3 and the Customer warrants that this will be done and hereby indemnifies the Supplier against any and all losses and/or losses and/or other claims howsoever arising as a result of any breach of this warranty.
- 10.5 Neither the Services nor the Software nor information relayed through the Services and/or the Software constitutes medical advice for the end users.
- 10.6 For the avoidance of doubt, the Customer shall not gain any Intellectual Property Rights in the Software.

11. CONFIDENTIALITY

- 11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:
- 11.1.2 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.3 was in the other party's lawful possession before the disclosure;
- 11.1.4 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- 11.1.5 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 11.1.6 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 11.6 The Supplier acknowledges that the Customer Data and End User Data is the Confidential Information of the Customer.
- 11.7 This clause 11 shall survive termination of this agreement, however arising.

12. INDEMNITY

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- 12.1.2 the Customer is given notice of any such claim;
- 12.1.3 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- 12.1.4 the Customer is given sole authority to defend or settle the claim.
- 12.2 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing
- 12.2.1 or, if such remedies are not reasonably available, terminate this agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other

- additional costs to the Customer.
- 12.3 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the claim referred to in clause 12.1 is based on:
- 12.3.2 a modification of the Services or Documentation by anyone other than the Supplier; or
- 12.3.3 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
- 12.3.4 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 12.4 The foregoing and clause 13.4.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability for infringement of any patent, copyright, trade mark, design registration, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

- 13.1 This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:
- 13.1.2 arising under or in connection with this agreement;
- 13.1.3 in respect of any use made by the Customer of the Services and Documentation or any part of them; and
- 13.1.4 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 13.2 Except as expressly and specifically provided in this agreement:
- 13.2.2 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage including, inter alia, loss of profits caused by errors or omissions in any information, instructions or scripts within the Services howsoever caused all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- 13.2.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 13.3 Nothing in this agreement excludes the liability of the Supplier:
- 13.3.2 for death or personal injury caused by the Supplier's negligence; or
- 13.3.3 for fraud or fraudulent misrepresentation.
- 13.4 Subject to clause 13.2 and clause 13.3:
- 13.4.2 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
- 13.4.3 the Supplier's total aggregate liability in contract (including any indemnity as set out in this agreement), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total number of Subscription Fees paid as agreed in this Services Agreement.

14. TERM AND TERMINATION

- 14.1 This agreement shall, unless otherwise terminated as provided in this clause 14:
- 14.1.2 shall have a maximum implementation period of 3 months from the Date when this services agreement is signed to the point of Go Live i.e. the first completed use of the system following the new agreed start date; and
- 14.1.3 shall continue for a period of 12 months from the point of Go Live, ("Initial period" at which point it will be renewed automatically for successive periods of 12 months (each 12-month period being a "Renewal period")) or until this Services Agreement is terminated.
- 14.2 Either party may terminate this Services Agreement, with or without cause, by giving the other party no less than 3 months' written notice to expire at the end of the Initial period or at any point in any Renewal period.
- 14.3 If terminated, the Supplier shall not refund any paid fees for any unused subscriptions.
- 14.4 Subject to negotiation, the Customer is able to amend this Services Agreement to increase uses per month. There is no option available to decrease the uses within a Contract Term after the Services Agreement has been agreed.
- 14.5 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may

terminate this agreement with immediate effect and without liability to the other by giving written notice if:

- 14.5.2 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 14.5.3 an order is made, or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- 14.5.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 14.5.5 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 14.5.6 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 14.5.7 the other party ceases, or threatens to cease, to trade; or
- 14.5.8 there is a change of control of the other party within the meaning of section 1124 of the Corporation Tax Act 2010; or
- 14.5.9 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 14.6 The Supplier may terminate this agreement with immediate effect in the event that any third-party licence required by the Supplier to grant any licence set out in this agreement is terminated for any reason. In the event that the Supplier terminates this agreement in accordance with this clause 14, the Supplier shall refund any paid fees for any unused subscriptions.
- 14.7 On termination of this agreement for any reason:
 - 14.7.2 all licences granted to the Customer under this agreement shall immediately terminate;
 - 14.7.3 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party (other than End User Data); and
 - 14.7.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. WAIVER

- 16.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 16.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. SEVERANCE

- 17.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. ENTIRE AGREEMENT

- 18.1 This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 18.2 Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

19. ASSIGNMENT

- 19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 19.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power)

21. THIRD PARTY RIGHTS

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

- 22.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- 22.1.2 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 22.1.3 sent by email to the email address provided by the other party. Each party must inform the other party of any change in their email address for this purpose.
- 22.2 Any notice shall be deemed to have been received:
- 22.2.2 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 22.2.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 22.2.4 if sent by fax, at 9.00 am on the next Business Day after transmission;
- 22.2.5 if sent by email, at 9.00 am on the next Business Day after sending.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- This agreement has been entered into on the date stated at the beginning of it.

SIGNATURE PAGE

This Services Agreement is made between Ultramed Limited and

Ultramed Limited	
Name	
Signed	
Date	
Position	

Name	
Signed	
Date	
Position	

Ultramed®

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W: www.ultramed.co

