

EDGEALERT

The Panic Button Solution for Primary Care



EDGEBITS

Cutting Edge Healthcare IT

EDGEBITS (Standard Terms & Conditions of Service)

This is an Agreement between our Customers and EDGEBITS for the provision of our Software as a Service – EDGEALERT the Panic Button Solution.

EDGEBITS STANDARD TERMS & CONDITIONS OF SERVICE

Subject to Contract

Freedom of Information:

If requested, this document may be made available to the public and persons outside the company as part of EDGEBIT's commitment to transparency and compliance with the Freedom of Information Act.

1. THE AGREEMENT

This agreement is made between:

The Supplier:

EDGEBITS Limited
92 Friern Gardens
Wickford
Essex SS12 0HD

Henceforth referred to as EDGEBITS

For provision of the Panic Button Solution (EDGEALERT)

And

The Customer:

[Insert Customer Details]
[Insert Customer Address]

Henceforth referred to as the Customer

This Agreement describes the working relationships between the Customer and EDGEBITS, in relation to the provision of a fully managed Primary Care Panic Button software solution.

Its key purpose is to describe how EDGEBITS will deliver the Panic Button software solution.

The Agreement will set out the arrangements and obligations notably:

- EDGEBITS will be responsible for delivering the Panic Button software solution in line with the NHS England Primary Care IT Operating model.
- The Customer will finance the provision of our Panic Button software solution as agreed by the Customer and EDGEBITS.
- Governance and escalation procedures.
- Monitoring of service delivery.

2. SERVICE TERMS

2.1. Incorporation of Terms

The following Terms and Conditions shall apply to all contracts for the supply of Services by EDGEBITS to the Customer to the exclusion of all other terms and conditions which the Customer may purport to apply under any purchase order or similar document.

2.2. In these Terms and Conditions:

- “Agreement” means the agreement between EDGEBITS and the Customer incorporating these Terms and Conditions
- “Charges” means the charges of EDGEBITS as set out in the Agreement
- “Customer” means the party to the Agreement with EDGEBITS
- “Services” means the services to be supplied by EDGEBITS to the Customer as set out in the Agreement
- “Term” means the term as set out in the Agreement.

3. SERVICE DEFINITION

• Service Customer	[Insert Customer Name]
• Service Provider	EDGEBITS
• Service Provider Function/Department	EDGEALERT Panic Button Software Application and IT Product Support Services.
• Service Owner (Accountable Officer)	Ryan Edridge – EDGEBITS Managing Director
• Service Commencement Date	[Insert Date]
• Contract Duration & End date	[Insert Date]
• Service Support Hours (Not including B/H)	09:00 to 17:00 Monday to Friday
• Number of Practice Sites	[Insert Number]
• Total Contract Value:	[Insert Amount £00.00]
• Service Billing Date & Period	One off Annual Charge invoiced automatically of annual renewal date.
• Service Review Period	Quarterly
• Service Termination Notice Period	30 days in writing by either party.

4. SERVICE SUMMARY

- 4.1.** Provision of a combined panic button and business intelligence solution for Primary Care. EDGEALERT is a secure and fully managed Panic Button software solution for dealing with emergency situations in practices, reducing the risk to personal safety and supporting the NHS Zero Tolerance Policy. The Software also includes advanced Business Intelligence features.

5. SERVICE SUPPORT

- 5.1.** Unless otherwise specified in the Agreement, Services shall be performed during the hours of 9am to 5pm Monday to Friday but excluding public/bank holidays.
- 5.2.** Telephone Service support shall be available between Monday-Friday (excluding public/bank holidays) and includes a 24 hour response time.
- 5.3.** EDGEBITS may levy additional charges for any Services performed outside such hours at the Customer’s request.

6. VALUE OF AGREEMENT

[Insert Customer Name] EDGEALERT Service Charges from [Insert Date]	
Annual Charge excluding VAT	
- Software Licencing, Platform Hosting, Managed Updates and Support - £195 Per Practice Site. - Price is per practice site and up to a maximum of 100 devices	£0,000.00
Total Annual Cost of Services	£00,000.00

7. CHARGES AND PAYMENT

- 7.1.** The Charges are exclusive of UK value added tax which, where applicable, is payable in addition to the Charges.
- 7.2.** The Charges shall be invoiced in accordance with the invoicing schedule set out in the Agreement. If an invoicing schedule is not specified, the Charges shall be invoiced on commencement of Services.
- 7.3.** Invoices shall be paid in full by the Customer without deduction or set off within 15 days of the date of invoice.
- 7.4.** Where the Charges are charged on a day rate basis, then unless otherwise specified in the Agreement, day rates do not include the cost of travel, accommodation and subsistence expenses which will be charged separately at cost.
- 7.5.** Any supplemental services provided by the EDGEBITS which are outside the scope of this Agreement, shall be charged to the Customer as an additional charge and any additional billing charges will be invoiced at the end of each month, with payment expected to be made within thirty (30) days of invoice date.

8. RESPONSIBILITIES OF THE SUPPLIER

- 8.1.** EDGEBITS agrees to perform the Services in accordance with the Agreement and all applicable laws and regulations.
- 8.2.** EDGEBITS undertakes to exercise reasonable skill and care in performing the Services and provide suitably qualified personnel to perform the Services.
- 8.3.** To provide sufficient information to enable the monitoring of delivery of the print application service.
- 8.4.** To provide appropriate contact and escalation points to support effective delivery of the service and to ensure compliance with governance arrangements and dispute resolution procedures.
- 8.5.** EDGEBITS shall comply with any health and safety and reasonable security procedures

applicable to Customer premises and made known to EDGEBITS by the Customer prior to the commencement of Services under the Agreement.

9. RESPONSIBILITIES OF THE CUSTOMER

- 9.1.** To agree with EDGEBITS the activities required to fulfil the service obligations.
- 9.2.** To provide an appropriate Customer contact authorised to make decisions regarding the Services and their performance.
- 9.3.** To agree escalation arrangements to support the effective delivery of the services and to ensure compliance with governance arrangements and dispute resolution procedures.
- 9.4.** Where Services are to be performed from Customer premises, the Customer agrees to provide EDGEBITS personnel with such office accommodation, facilities and access to Customer premises as may reasonably be necessary to perform the Services.
- 9.5.** The Customer shall ensure that any additional 3rd party's or support providers give the required level of access to enable effective print service application deployment, ongoing support and any troubleshooting that may be required.
- 9.6.** To reimburse EDGEBITS for the expenditure agreed.
- 9.7.** The Customer shall perform any additional Customer responsibilities specified in the Agreement.
- 9.8.** EDGEBITS shall not be responsible for any failure or delay caused by events beyond our control including a failure or delay by the Customer to perform its responsibilities.

10. TERMS OF THE AGREEMENT

- 10.1.** Any change in service requirements must be agreed by both parties and facilitated by the completion of the appropriate change control documentation. (Appendix 1)
- 10.2.** This Agreement has an initial term of twelve (12) months after which the agreement shall automatically renew every year for a further twelve (12) months unless explicitly terminated earlier by either party.
- 10.3.** EDGEBITS will invoice the customer annually in advance for services provided upon agreement of this Agreement.
- 10.4.** After 30 days either party may issue a termination notice for the service giving the other party one calendar months' notice.
- 10.5.** Due to clinical risk, any delay in payment will not result in immediate cessation of service provision. Should payments cease and there is an absence of clear communication rationale, then the six months' notice period for Termination of Services will apply.
- 10.6.** Any adjustment to the scale of the IT Estate supported by EDGEBITS via EDGEALERT can be

agreed at Annual Renewal or during the contract period.

- 10.7.** Any new customer requirements must be quoted and commercially agreed with EDGEBITS in writing at least one month in advance.

11. CUSTOMER REQUIREMENTS

- 11.1.** EDGEALERT on-screen Panic Button software for Primary Care.

Panic Button Solution		
Service Name	Service Summary	Service Description
EDGEALERT	- EDGEALERT offers practices the ideal solution for a collective call for help in a primary care setting, alerting other members of staff that assistance is required. - It provides a safe and secure user experience for GP practice mobile users. It can also be used on static devices in the practice. - User friendly Panic Button is displayed on the user's desktop. - The software has additional reporting capabilities that enables: - User Location Visibility: ability to see who is logged in and their room/location in real-time. - Incident Reporting: supports CQC serious incident reporting. - Digital Asset Audit: provides real-time PC/Laptop information (Serial No, Make, Model & IP address) across all practice sites. Useful for DSP Toolkit, IT Audits or PC refresh/EMISX Upgrade information.	Application Functionality: - Fully compliant with Windows 10 and 11. - Supports all clinical systems including: EMIS, TPP/SystmOne and Vision. - Developed in .NET7. - Future proofed with fully managed updates. - Hosted in Microsoft Azure - UK South Data Centre. - Compatible with Software Deployment Systems such as SCCM and Cetero etc. Practice Team Benefits: - It is easily accessible through a Hover Desktop Button icon. Clicking on the icon subtly alerts the team with an on-screen message that a colleague needs assistance and their location. - Responder Feature means simultaneous raising and responding to multiple alerts. - Can be preconfigured with all practice locations

	• Location Reporting: supports real-time reporting of users logged on in emergency situations such as fire drills. • All reports are exportable to Word documents. • The Panic Button can be installed as a standalone application or combined with our mobile print management application – EDGEPRINT.	
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12. SERVICE REPORTING

- 12.1.** Quarterly reports will be provided to the customer detailing the number of issues raised with the EDGEALERT support desk on the 1st business day following the end of the quarter.
- 12.2.** The number of Application updates deployed per quarter on the 1st business day following the end of the quarter.

13. SERVICE REVIEWS

- 13.1.** Service reviews will be undertaken on a three-monthly basis commencing three months after service inception on a mutually agreed date between the nominated customer Lead(s) and the EDGEBITS nominated Lead(s).

• Customer Representative	[Insert Name]	[Insert Role]
• EDGEBITS Representative	Ryan Edridge	Managing Director
• Service Review Frequency	Quarterly	[Insert Start Date]
• Service Review Date	14 days following the end of the quarter	[Insert Date]

14. CHANGES TO THE SERVICES

- 14.1.** Either party may request a change to the Agreement and/or the Services by submitting a written request to the other party.
- 14.2.** If a written request for change is submitted by the Customer to the EDGEBITS, EDGEBITS shall respond within a reasonable timescale, setting out whether the request for change may be implemented and the impact of the requested change on delivery, performance, cost, and any other relevant factors.

- 14.3.** Only proposals agreed jointly between the parties will be implemented, No change to the Agreement and/or the Services shall be valid unless made in writing and signed on behalf of each of the parties.

15. INTELLECTUAL PROPERTY

- 15.1.** For the purposes of this Agreement “Intellectual Property “ or “Intellectual Property Rights” shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 15.2.** Neither this Agreement, nor the disclosure of any Information by either party shall be construed as granting, licensing, or transferring, either expressly or by implication, rights of any kind whatsoever in any intellectual property rights owned or controlled by each party.
- 15.3.** As between the parties EDGEBITS owns all pre-existing EDGEBITS Intellectual Property Rights and the Customer owns all pre-existing Customer Intellectual Property Rights.
- 15.4.** The Customer grants to EDGEBITS a royalty-free non-exclusive licence for the Term of the Agreement to use any Intellectual Property supplied by the Customer to EDGEBITS for the purposes of conducting the Services.
- 15.5.** Each party (the “Indemnifying Party”) shall indemnify and keep indemnified the other (the “Indemnified Party”) against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) suffered or incurred by the Indemnified Party out of or in connection with any claim made against the Indemnified Party for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of or in connection with the Indemnified Party’s use of any materials or Intellectual Property supplied by or belonging to the Indemnifying Party.

16. ASSIGNMENT AND SUB-CONTRACTING

- 16.1.** EDGEBITS may at any time, on notice in writing to the Customer, transfer or assign all or any rights and/or obligations under this Agreement.
- 16.2.** The Customer shall not assign or transfer this Agreement without the prior written consent of the EDGEBITS.
- 16.3.** EDGEBITS shall be free to subcontract or otherwise deal with the whole or any part of the Services.

17. DISPUTE RESOLUTION

- 17.1.** Disputes arising regarding this agreement or service delivery will be discussed at a mutually convenient mediation meeting.
- 17.2.** If in the unlikely event a dispute cannot be resolved, then either party involved may issue a termination notice in accordance with the terms of this agreement.

18. FORCE MAJEURE

- 18.1.** 'Force Majeure' shall be deemed to be any cause affecting the performance of a Contract arising from or attributable to acts, events, omissions, or accidents beyond the reasonable control of such party.
- 18.2.** If either party to this Agreement is prevented or delayed in the performance of any of its obligations by force majeure, then that party shall be excused performance for so long as such cause of the prevention or delay shall continue.
- 18.3.** Neither party shall be deemed liable for any failure or delay to perform its obligations under this Agreement subject to Clause 17.1
- 18.4.** A party affected by Force Majeure shall promptly notify the other party of the nature and extent of the Force Majeure event causing its failure or delay in performance.

19. TERMINATION

- 19.1.** Either party may terminate this Agreement forthwith upon written notice in the event that:
- 19.1.1.** The other party commits a breach incapable of remedy or fails to remedy any other breach within 30 days of receipt of written notice.
- 19.1.2.** An event of Force Majeure prevents the other party from performing its obligations under this Agreement for a continuous period of thirty (30) days or more.
- 19.1.3.** Termination or expiry of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination or expiry.

20. GENERAL

- 20.1.** This document is not intended to hinder any collaboration which already exists or will be established in the future by either party or with a third party.
- 20.2.** Nothing in this Agreement is intended to create or be deemed to create a partnership or the relation of employer and employee between the Parties.
- 20.3.** Neither party will be liable for failure to perform its obligations under this Agreement if such failure results from circumstances which could not have been contemplated and which are beyond the party's reasonable control.

- 20.4.** This Agreement may be amended or varied within the agreed notice period provided that such amendment or variation is in writing and signed by both parties.
- 20.5.** This Agreement does not relate to support or provision of any hardware or services, software or licenses or any other support function not explicitly defined within this Agreement.
- 20.6.** This Agreement shall be governed by, and shall be construed in accordance with, the laws of England and shall be subject to the exclusive jurisdiction of the courts of England.
- 20.7.** Both the customer and the supplier confirm their acceptance of the services and terms defined within this Agreement.

21. Signatory Page

For and on behalf of The Customer:

.....

[Insert Name & Title]

Date: [Insert Date]

For and on behalf of the Supplier (EDGEBITS):

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Ryan Edridge: Managing Director

Date: [Insert Date]

Appendix 1. Change of Control Notice

Effective Date	Detail of Change	Price Adjustment	New Annual Price

The undersigned acknowledge and authorise the above Change Control Notice dated (Insert CCN Effective Date):

For and on behalf of the Customer: [Insert Customer Name]

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[Insert Name & Title]

Date:

For and on behalf of the Supplier - EDGEBITS:

.....

[Insert Name & Title]

Date: