ARDENS - TERMS OF SUPPLY AND USE
v.8.0

INTRODUCTION

We are a provider of templates and resources (together with related solutions and services) for certain hosted patient record databases used to record interactions with their patients and maintain their medical records, being:

EMIS Web	provided by EMIS Group Limited (trading as Enlivio Health)
SystmOne	provided by The Phoenix Partnership (Leeds) Limited.
Medicus	Provided by Medicus Health Limited.
as applicable, the "**Principal GP IT System**".	

In particular, our product and service offerings include:

Products	**"Ardens Clinical"** means the Ardens content provided for clinical decision support, as detailed in the Product and Service Specification.
	"Ardens Manager" - means the Ardens cloud-based software provided as a population health and practice management solution, as detailed in the Ardens - Product & Service Specification and hosted at https://app.ardensmanager.com.
	"Add-on Modules" – means the additional modules provided by Ardens from time to time that the Organisation may opt to receive, as detailed in Clause 7 of the Commercial Terms and Conditions
	Any "**Beta Product**" - any cloud service or software application which is provided pursuant to a "Beta Licence", as detailed in the relevant Confirmation Email.
Services	"**Consultancy Services**" the consultancy services provided by Ardens as further described in Clause 9 of the Commercial Terms and Conditions.
	"**Support Services**" the support services provided by Ardens as further described in Clause 14 of the Commercial Terms and Conditions.
"Product and Service Specification" - the specification of the Product(s) (including any Add-on Modules) and Service(s) which can be found here and which may be updated by Ardens from time to time.	

Each Product and Service is made available through one of the following entities:

Ardens, **we**, **us**	**Ardens Health Informatics Limited**, Company Registration no. 08811975, having its registered address at Springfield Cottage, Long Close West, Downton, England, SP5 3HG
	Ardens Workplace Limited, Company Registration no. 12541923, having its registered address at Springfield Cottage, Long Close West, Downton, England, SP5 3HG

An Ardens entity may, from time to time, contract with a Purchaser to make one or more of those offerings available. This will determine the relevant Ardens' entity for the purposes of these Terms of Supply and Use.

For the avoidance of doubt, these Terms of Supply and Use came into effect on the 30/11/2026 and shall remain in full force and effect for the duration of the Contract unless otherwise varied or amended.

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These Terms of Supply and Use apply as follows:

		Applicable sections of these Terms of Supply and Use
Purchaser	The purchaser, being the entity that contracts with Ardens to receive one or more Products pursuant to these Terms of Supply and Use. The Purchaser may be (by way of example): - a Primary Care Network ("**PCN**"), Integrated Care Board ("**ICB**") or Federation or other umbrella organisation empowered to purchase software and services for the benefit of the relevant Organisation; or - a GP practice.	**END-USER LICENCE AGREEMENT ("EULA")** **COMMERCIAL TERMS AND CONDITIONS** **DATA PROTECTION AND DATA PROCESSING**
Organisation	The entity which benefits from receipt of the Product. The Organisation may be (by way of example): - the Primary Care Network, Integrated Care Board or Foundation which purchased the right to use the Product itself; or - the GP practice, which may have: ○ purchased the right to use the Product itself; or ○ received the benefit from a third party, such as a Primary Care Network, Integrated Care Board or Foundation.	**END-USER LICENCE AGREEMENT ("EULA")** **COMMERCIAL TERMS AND CONDITIONS** **DATA PROTECTION AND DATA PROCESSING**
User	Employees, subcontractors or agents of the Organisation who have been authorised to use the Products on behalf of the Organisation.	**END-USER LICENCE AGREEMENT ("EULA")**
When we refer to "**You**", "**Your**" in these Terms of Supply and Use, this refers to the Purchaser, Organisation or User, as applicable.		

Supply Contract	The contract formed between Ardens and the Purchaser relating to the relevant Product(s) shall constitute the Supply Contract.

For the avoidance of doubt, these Terms of Supply and Use came into effect on the 30/11/2026 and shall remain in full force and effect for the duration of the Contract unless otherwise varied or amended.

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We offer our Products subject to the following Licence types:

<table>
<tr><td rowspan="3">Standard Licence</td><td colspan="2">For the use of the Products solely for the Organisation’s internal business purposes.
For the agreed “Initial Term” and any “Renewal Period” agreed between Ardens and the Purchaser in writing from time to time.</td></tr>
<tr><td>Initial Term</td><td>A period of one (1) year following the Activation Date.</td></tr>
<tr><td>Renewal Period</td><td>A period of one (1) year.</td></tr>
<tr><td rowspan="2">Trial Licence</td><td colspan="2">For the purpose of permitting the Organisation to evaluate the suitability of the Product(s) to which the Trial Licence relates for the Organisation’s practice needs and for no other purpose.
For the agreed “Trial Period”.</td></tr>
<tr><td>Trial Period</td><td>the number of days from the relevant Activation Date, which period may be extended in exceptional circumstances at the sole discretion of Ardens on a case by case basis.
For Ardens Clinical, the Trial Period is 90 (ninety) days.
For Ardens Manager, the Trial Period is 30 (thirty) days.</td></tr>
<tr><td rowspan="2">Beta Licence</td><td colspan="2">For the purpose of allowing the Organisation to evaluate Beta Products prior to their release/inclusion as part of an existing Product.
Subject to the acknowledgements and restrictions set out in Clause 6; and
For the agreed “Beta Testing Period”.</td></tr>
<tr><td>Beta Testing Period</td><td>the period of use of the Beta Product and Beta Licence as specified in the Confirmation Email.</td></tr>
<tr><td>Open Access Licence</td><td colspan="2">For the purpose of allowing the Organisation to access and make use of the Open Access Content via the Open Access Content Method (including but not limited to the Ardens Open Access Indicators Portal).
Subject to the Open Access Licence Terms and Conditions appended to these Terms of Supply and Use at Schedule 4.</td></tr>
<tr><td colspan="3">as applicable, the “Product Licence”.</td></tr>
</table>

We reserve the right to update and modify these Terms of Supply and Use from time to time. The most current version of the Terms of Supply and Use can be reviewed by clicking on the "Terms of Supply and Use" hypertext link located at the bottom of our Web pages. When we make updates to the Terms of Supply and Use, we will update the version number at the top of this page.

Interpretation of these Terms of Supply and Use

In these Terms of Supply and Use: (i) **person** includes a natural person, corporate or unincorporated body; (ii) a reference to the Organisation, the Purchaser or User includes its personal representatives, successors and permitted assigns; (iii) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation; (iv) any phrase introduced by the terms including or include shall be illustrative and shall not limit the sense of the preceding words; (v) a reference to writing or written includes emails but excludes faxes; and (vi) the following general terms shall apply to all relevant components of the Terms of Supply and Use:

- **Force Majeure.** Neither party shall be in breach of these Terms of Supply and Use nor liable for delay in performing, or failure to perform, any of its obligations under the Terms of Supply and Use if such delay or failure results from events, circumstances or causes beyond its reasonable control.

- **Notices.** Any notice under these Terms of Supply and Use shall be in writing by one of the following methods (and by the following deemed dates of receipt):

    - by hand: when delivered (or, if delivered outside Normal Business Hours, at 09:00 on the next Business Day);

    - by first-class post or recorded delivery: on the second Business Day after posting; and

    - by email: when received (or, if received outside Normal Business Hours, at 09:00 on the next Business Day).

- **Assignment and other dealings.**

    - Ardens may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms of Supply and Use.

    - You shall not, without the prior written consent of Ardens, assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under these Terms of Supply and Use.

- **Variation.** Except as set out in these Terms of Supply and Use, no variation of these Terms of Supply and Use shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- **Waiver.** A waiver of any right or remedy under these Terms of Supply and Use or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms of Supply and Use or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms of Supply and Use or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- **Severance.** If any provision or part-provision of these Terms of Supply and Use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Terms of Supply and Use.

- **Third party rights.** Unless it expressly states otherwise, these Terms of Supply and Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Supply and Use.

- **Governing law and jurisdiction.** These Terms of Supply and Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law

of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1: END-USER LICENCE AGREEMENT

This end user licence agreement ("**EULA**") is a legal agreement between You and us and relates to use of any of our Products and/or Services.

In this EULA any defined terms shall apply in addition to those already defined in the Terms of Supply and Use:

By using our Products and/or Services, You agree to be bound by, and therefore comply with, the terms of this EULA together with the following policies (together, the "**Policies**"):

- Acceptable Use;
- Privacy Policy; and
- Cookie Policy.

The terms of this EULA apply to the exclusion of all other terms save for the other applicable components of these Terms of Supply and Use. If you do not agree to the terms of this EULA or any of the Policies, You must not use any of our Products and/or Services. Your access to, and use of the Products is conditional on the Terms of Supply and Use remaining in full force and effect.

*****Note particularly the limitations of liability in Clause 6 of this EULA*****

1. LICENCE AND USE OF THE PRODUCTS

1.1. In consideration of the mutual obligations contained herein (and, where indicated on the Confirmation Email, the payment of the Charges), we grant You the appropriate Product Licence as set out in this Clause 1.

1.2. All Product Licences granted to You shall be:

1.2.1. non-exclusive;
1.2.2. revocable;
1.2.3. limited to use by You (as a Organisation and a User) only; and
1.2.4. limited to use of the Product(s) to which they apply in object code form.

1.3. In relation to scope of use:

1.3.1. You may not use the Products other than as permitted by the appropriate Product Licence without our prior written consent, and You acknowledge that additional Charges may be payable on any change of use approved by us; and
1.3.2. You have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to any of the Products in whole or in part.

1.4. You shall indemnify and hold us harmless against any loss or damage which we may suffer or incur as a result of breach by You of any third-party terms howsoever arising, and we may treat breach by You of any third-party terms as a breach of the Product Licence.

2. YOUR OBLIGATIONS

2.1. You shall:

2.1.1. comply with any and all obligations applicable to it which are set out in this EULA, the applicable components of the Terms of Supply and Use, and/or any other Documentation notified to You from time to time by us and any other obligations which are apparent or would be ordinarily expected to be complied with by You in the ordinary course of receipt of similar software;

2.1.2. not to do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of Ardens;

2.1.3. be bound by (and as applicable, comply with) the Policies as referenced above; and

2.1.4. be solely responsible for procuring and maintaining any necessary network connections and telecommunications links from Your systems.

3. AUDIT

3.1. We (including our authorised representatives or agents) shall, on reasonable written notice, have the right to audit the Your use of the Products to ensure compliance with the obligations detailed in Clause 2 and the wider terms of this EULA.

3.2. You acknowledge and agree that You shall provide us with access to relevant records and information necessary to conduct any audit as required from time to time.

3.3. Where our audit reveals that You have used the Products in a manner that is not in compliance with Clause 2 and/or the wider terms of this EULA, we shall notify You of any non-compliance, and You shall have thirty (30) days from the date of such notice to come into compliance. If the non-compliance is not remedied within this period, we shall have the right to take appropriate remedial action, including but not limited to suspending Your access to the Product(s).

4. USE OF YOUR DATA

4.1. You acknowledge and agree that we may not use any of the Your Data or Content for any purpose other than to provide the Products and/or perform the Services except that we may make use of anonymised and aggregated data derived from the Your Data and Content (and shall include no references to You or, where relevant, any of Your Affiliates and shall be used and presented in such a way that it is not possible for any third party to discern or extrapolate any reference to You or Your Affiliates) for any purpose.

5. WARRANTIES AND OBLIGATIONS

5.1. You acknowledge and agree that the Products are provided “as-is.” We disclaim all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose and any warranties arising out of course of dealing or usage in trade.

5.2. No warranty is given by us:

5.2.1. in respect of any Products which are the subject of a Trial Licence;

5.2.2. apart from those warranties and obligations in respect of a Beta Licence;

5.2.3. in respect of:

5.2.3.1. any data uploaded by You during Your day-to-day use of the Products;

5.2.3.2. any data uploaded by us on behalf of You; and/or
5.2.3.3. any delays, unexpected results, loss of data or communications resulting from the uploading of such data;

5.2.4. that the Principal GP IT System will continue to perform as it needs to in order to support the Products, and further that the functionality of the Principal GP IT System will not change, thereby potentially impeding or preventing the operation of the Products in the future;

5.2.5. that information which the Products request from a user is relevant and complete, either in respect of any particular patient's condition, or as to any aspect of Your business; nor that any output from a Product is relevant and complete in relation to such matters; nor that any source document relied upon by a Product is correct and relevant;

5.2.6. that Your IT system and internet connection will perform as they need to in order to support the Products, nor that emails and other communications sent using a Product will inevitably be received by the recipient, nor that the Principal GP IT System is available to You via the internet;

5.2.7. that the Principal GP IT System is itself suitable for recording and processing patient data and/or complies with Data Protection Law;

5.2.8. which relieves, in whole or in part, You of any aspect of Your duty to the patient, which may include exercising independent clinical judgment, checking that communications from Products have been received in a timely fashion by the intended recipient thereof and obtaining the necessary consents from the patient for the purposes of processing the patient's personal data using the Principal GP IT System.

5.2.9. in respect of any Add-On Modules, except where expressly stated in writing by Ardens at the time of introduction. This includes any results, outputs, deliverables, or conclusions generated by the Customer through its use of any Add-On Module.

5.2.10. where an Add-On Module includes functionality utilising automation, machine learning or artificial intelligence, such Add-On Module is provided "as is" and is subject to Applicable Laws and any relevant third-party licence terms which may exist from time to time.

5.2.11. The Customer remains solely responsible for verifying the accuracy and appropriateness of any outputs generated from the use of any Add-On Module.

5.3. We shall use reasonable endeavours in accordance with that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a supplier of similar services to the Services governed by these Terms of Supply and Use ("**Good Industry Practice**") to ensure that the Products are free of Viruses and other malicious code.

5.4. You shall notify us as soon as possible of any errors or functionality issues in any Product, providing any details as we may reasonably request in respect of the same. We will work with You, as well as with the provider of the Principal GP IT System, to resolve any such errors. Where errors result from issues with the Principal GP IT System, it is Your responsibility to resolve them directly with the provider.

5.5. You warrant and undertake to ensure that:

5.5.1. no Personal Data is made available or can be viewed, accessed, or otherwise seen by us during the supply by us of the Ardens Clinical services, and

5.5.2. any data visible during the supply by us of the Ardens Clinical services, shall be limited to test data only and shall not contain any Personal Data.

5.6. The medical information which may be part of the Products is provided without any representations or warranties, express or implied. Without prejudice to the generality of the foregoing paragraph, we do not warrant or represent that such medical information:

5.6.1. will be constantly available, or available at all; or
5.6.2. is complete, true, accurate, or up to date,
5.6.3. nor will we have any responsibility for any inference, deduction or similar conclusion that can be taken from use of such medical information.

6. INDEMNITY AND LIABILITY

6.1. We hold no responsibility for any content that is copied or shared with a third party in violation of this EULA.

6.2. We hold no responsibility for any reports generated by You or us through Your use of any of the Products and/or Services and which You may rely on in the course of Your business.

6.3. You shall indemnify us in respect of any liability or alleged liability of us arising out of or in connection with Your use or misuse of the Products.

6.4. Nothing in this EULA shall limit or exclude the liability of either party for:

6.4.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
6.4.2. fraud or fraudulent misrepresentation;
6.4.3. any indemnity given in the Terms of Supply and Use; or
6.4.4. any other liability which cannot be limited or excluded by law.

6.5. Subject to Clause 6.4, all conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) not expressly set out in this EULA are excluded to the fullest extent permitted by law.

6.6. Subject to Clause 6.4, our liability and responsibility in relation to this EULA and any other relevant components of the Terms of Supply and Use are as detailed in the Commercial Terms and Conditions and therefore any claims must be brought by the Purchaser pursuant to the Supply Contract.

6.7. In any event, our maximum aggregate liability under or in connection with this EULA whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1,000. This maximum cap does not apply to Clause 6.4.

6.8. Subject to Clause 6.4, we shall have no liability for any indirect or consequential losses, or for any of the following types of loss or damage (whether direct or indirect):

6.8.1. loss of anticipated profits or earnings;
6.8.2. loss of sales or business;
6.8.3. loss of agreements or contracts;
6.8.4. loss of anticipated savings;
6.8.5. losses which are due to a change in the functionality of the Principal GP IT System which impedes or prevents the operation of the Products;
6.8.6. loss of use or corruption of software, data or information;

6.8.7. loss of or damage to goodwill;
6.8.8. the security of Your use of the Products;
6.8.9. any loss arising out of or in connection with any incorrect or out-of-date information provided by You to us in connection with this EULA, a Confirmation Email (or similar); or
6.8.10. any loss arising out of or in connection with a breach of this EULA by You.

6.9. This Clause 6 shall survive termination of this EULA.

SCHEDULE 2: COMMERCIAL TERMS AND CONDITIONS

These commercial terms and conditions ("**Commercial Terms and Conditions**") apply to Purchasers that purchase a licence to any of the Products from Ardens and/or any Services from Ardens, whether such purchase is for the Purchaser's own use (including its Users) and/or on behalf of an Organisation (including their Users) to have the benefit of such licence and/or Services.

1. INTERPRETATION

In these Commercial Terms and Conditions, the following definitions apply (in addition to those already defined in the Terms of Supply and Use):

"Access Details"	the account and log-in details necessary to allow Ardens to carry out the Installation, and any other details which Ardens may reasonably request in order to permit the Purchaser to access any of the Products.
"Activation Date"	has the meaning given to it in Clause 3.2 of the Commercial Terms and Conditions.
"Activation Services"	the initial activation of the relevant Product(s) on the Principal GP IT System.
"Applicable Laws"	means all applicable laws, statutes, regulations and codes from time to time in force.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charges"	the charges payable by the Purchaser for the supply of the Products in accordance with Clause 15 of the Commercial Terms and Conditions (where appropriate).
"Commencement Date"	has the meaning given in Clause 2.6 of the Commercial Terms and Conditions.
"Confidential Information"	information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.
"Confirmation Email"	has the meaning given to it in Clause 2.5 of the Commercial Terms and Conditions.
"Consultancy Services"	the services provided by Clause 9 of the Commercial Terms and Conditions.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

"Documentation"	the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by Ardens regarding the use of the Products.
"Enhancement"	means any ongoing updates, maintenance, and/or improvements to existing Products, Add-On Modules, Services and/or features detailed under the Supply Contract.
"Installation"	the initial installation of the relevant Product(s) on the Principal GP IT System.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Maintenance Release"	release of the On-Premise Software that corrects faults, adds functionality or otherwise amends or upgrades the On-Premise Software, but which does not constitute a New Version.
"NHS"	means the National Health Service.
"NICE Guidance"	means the guidance published by the National Institute for Health and Care Excellence.
"Normal Business Hours"	09:00am to 17:00pm on Business Days.
"On-Premise Software"	has the meaning given to it in Clause 8 of the Commercial Terms and Conditions.
"**Open Access Content**"	has the meaning given to it in the Ardens Open Access Licence Terms and Conditions.
"**Open Access Content Method**"	has the meaning given to it in the Ardens Open Access Licence Terms and Conditions.
"**Organisation Content**"	any data, documents, text, process definitions or other content (together with any database made up of any of these), embodied in any medium, that are provided to Ardens by or on behalf of any Organisation (including any supplied by a User), in order to perform its obligations pursuant to a Supply Contract.

"**Organisation Data**"	the data provided by the Organisation (including any supplied by a Users) as part of its use of the Products.
"Purchaser's System"	has the meaning given to it in Clause 14.1 of the Commercial Terms and Conditions.
"Service Levels"	in respect of a Service to be provided by Ardens pursuant to a Supply Contract, the service levels for the applicable Services (if any) as set out in the Service Specification (or Supply Contract if there is no Service Specification) or added by a change pursuant to the Terms of Supply and Use.
"Service Level Start Date"	the start of the month after the Installation (if any) has been satisfactorily completed by Ardens.
"Update"	a release of any of the Products that corrects faults, adds functionality or otherwise amends or upgrades the relevant Product, but which does not constitute a new product
"Virus"	anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the Organisation experience, including worms, trojan horses, viruses and other similar things or devices.

2. BASIS OF CONTRACT

2.1. The Purchaser may submit a Request at any time. Each Request provided to Ardens constitutes an invitation to treat by the Purchaser.

2.2. No quotation given by Ardens in respect of a given Request shall constitute an offer and is only valid for a period of thirty (30) days from its date of issue.

2.3. Ardens may decide whether or not to accept the Purchaser's Request in its absolute discretion.

2.4. Where the Purchaser has requested Services, acceptance may be made contingent upon the agreement of a Service Specification pursuant to Clause 9.1 of these Commercial Terms and Conditions.

2.5. If the Request is accepted, Ardens shall notify the Purchaser in writing of its acceptance, giving details of the Products/Services ordered ("**Confirmation Email**"). Ardens shall also provide the Purchaser with a link to the Product Specification.

2.6. A binding contract ("**Supply Contract**") shall be formed between Ardens and the Purchaser in accordance with these Conditions on the date of the Confirmation Email (**"Commencement Date"**). Where a Supply Contract already exists between the Purchaser and Ardens pursuant to a previous Request, it shall be varied in accordance with the most recent Confirmation Email, and the latest version of these Commercial Terms and Conditions then in force shall apply to the relevant Contract.

2.7. By concluding a Supply Contract, the Purchaser hereby authorises Ardens to access the Organisation Solution via the Principal GP IT System in order to carry out the installation and support the Products on an ongoing basis thereafter, for the term of the relevant Supply Contract.

2.8. Ardens shall use all reasonable endeavours to supply the Products and Services to the Organisation in accordance with the Confirmation Email in all material respects.

2.9. Ardens shall use all reasonable endeavours to meet any performance dates specified in these Commercial Terms and Conditions or the Confirmation Email, but any such dates shall be estimates only and time shall not be of the essence in respect of them.

2.10. Any samples, drawings, descriptive matter or advertising issued by Ardens or found on its website and any demonstrations of the Products by Ardens are given, issued or published for the sole purpose of giving an approximate idea of the Products. They shall not form part of the Supply Contract or have any contractual force.

2.11. These Commercial Terms and Conditions apply to the Supply Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. PRODUCT ACTIVATION AND ACCESS

3.1. If requested, the Purchaser shall supply accurate Access Details to Ardens within 5 (five) Business Days following the Commencement Date.

3.2. Ardens shall carry out the Installation and any Activation Services within a reasonable time following receipt of all relevant Access Details, via remote access to the Principal GP IT System. Following successful Installation, Ardens shall inform the Purchaser in writing that the Products they have ordered have been successfully installed and are ready for service (the "**Activation Date**").

3.3. Where Installation of new versions or iterations of Products takes place during a Product Licence term, Ardens shall use reasonable endeavours to communicate with the Purchaser in writing, the steps needed to make such Installation and the proposed Installation date.

3.4. Where the Access Details change during the term of the Supply Contract, the Purchaser shall promptly provide Ardens with new valid Access Details in order to permit Updates and fixes to be installed.

3.5. Where Ardens has agreed to provide Installation, Activation Services and/or Support Services to the Purchaser, the Purchaser shall:

3.5.1. where required by Ardens, ensure that appropriate user accounts and Access Details are provided to each relevant Ardens personnel that requires access to the Purchaser's Systems in order to provide the Installation, Activation Services and/or Support Services; and

3.5.2. be responsible for immediately removing an Ardens personnel's access to the Purchaser's Systems to the extent that access is no longer required or necessary, including upon Ardens' written request.

3.6. Where access to the Purchaser's Systems is no longer required, Ardens shall:

3.6.1. inform the Purchaser of the reason(s) why access is no longer required; and

3.6.2. Ad

4. SOFTWARE AS A SERVICE

4.1. The terms of this Clause 4 apply where the Purchaser orders a Product Licence for Ardens Manager.

4.2. The Organisation's access to Ardens Manager shall be limited to the Organisation(s) (and Users) who are licensed to use Ardens Manager.

4.3. The Purchaser shall ensure that each Organisation (and User) accepts the terms of the End User Licence Agreement ("**EULA**") (and linked Acceptable Use Policy, Privacy Policy and Cookie Policy) and keeps 'strong' passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) and adheres to recognised industry practices in relation to password security for its use of Ardens Manager, and that each Organisation (and User) keeps its password confidential.

4.4. In the event of a failure to comply with its obligations relating to Ardens Manager, Ardens will use all reasonable commercial endeavours to correct the same promptly, or as soon as reasonably practicable provide the Purchaser with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Purchaser's sole and exclusive remedy for any breach of this Clause. The obligations in this Clause shall not apply to the extent any failure is caused by a Force Majeure Event or any default by the Purchaser.

4.5. Ardens reserves the right to modify Ardens Manager in any manner which: (i) is necessary to comply with any Applicable Law or safety requirement; or (ii) does not materially affect the nature or quality of the same, and Ardens shall notify the Purchaser in any such event. Any other modification required by Ardens shall be implemented pursuant to the Variation procedure.

4.6. It is the responsibility of the Purchaser to ensure that Organisations (and Users) appropriately back-up Organisation Data.

5. WARRANTIES AND OBLIGATIONS

5.1. Ardens warrants that:

5.1.1. the Products and any add on modules will substantially comply with the Product Specification and the Documentation;

5.1.2. the Services will substantially comply with the Service Specification; and

5.1.3. it shall use reasonable endeavours to provide the Services in accordance with that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a supplier of similar services to the Services governed by these Commercial Terms and Conditions ("Good Industry Practice") and in accordance with Applicable Laws.

5.2. No warranty is given by Ardens:

5.2.1. in respect of any Products and any Add on Modules which are the subject of a Trial Licence ;

5.2.2. apart from those warranties and obligations set out in Clause 6 below, in respect of a Beta Licence;

5.3. in respect of:

5.3.1. any data uploaded by the Purchaser and/or the Organisation during its day-to-day use of the Products;

5.3.2. any data uploaded by Ardens on behalf of the Purchaser and/or the Organisation; and/or

5.3.3. any delays, unexpected results, loss of data or communications resulting from the uploading of such data;

5.4. that the Principal GP IT System will continue to perform as it needs to in order to support the Products, and further that the functionality of the Principal GP IT System will not change, thereby potentially impeding or preventing the operation of the Products in the future;

5.5. that information which the Products request from a user is relevant and complete, either in respect of any particular patient's condition, or as to any aspect of the Purchaser's business; nor that any output from a Product is relevant and complete in relation to such matters; nor that any source document relied upon by a Product is correct and relevant;

5.6. that any IT system and internet connection of the Purchaser and/or the Organisation will perform as they need to in order to support the Products (including any On-Premise Software), nor that emails and other communications sent using a Product will inevitably be received by the recipient, nor that the Principal GP IT System is available to the Organisation via the internet;

5.7. that the Principal GP IT System is itself suitable for recording and processing patient data and/or complies with data protection law;

5.8. which relieves, in whole or in part, the Purchaser of any aspect of his or her duty to the patient, which may from time to time include exercising independent clinical judgment, checking that communications from Products have been received in a timely fashion by the intended recipient thereof and obtaining the necessary consents from the patient for the purposes of processing the patient's personal data using the Principal GP IT System.

5.9. The Products (including any On-Premise Software) are provided "as-is." Ardens disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose and any warranties arising out of course of dealing or usage in trade.

5.10. Ardens shall use reasonable endeavours in accordance with that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a supplier of similar services to the Services governed by these Terms of Supply and Use ("Good Industry Practice") to ensure that the Products are free of Viruses and other malicious code.

5.11. The Organisation shall notify Ardens as soon as possible of any errors or functionality issues in any Product, providing any details as Ardens may reasonably request in respect of the same. Ardens will work with the Organisation, as well as with the provider of the Principal GP IT System, to resolve any such errors. Where errors result from issues with the Principal

GP IT System, it is the responsibility of the Organisation to resolve them directly with the provider.

5.12. The Purchaser shall ensure that:

5.12.1. the Organisation's (including any Users) IT system and internet connection will perform as they need to in order to support the Product,
5.12.2. no Personal Data is made available or can be viewed, accessed, or otherwise seen by Ardens during the supply by Ardens of the Ardens Clinical services, and
5.12.3. any data visible during the supply by Ardens of the Ardens Clinical services, shall be limited to test data only and shall not contain any Personal Data.

5.13. The medical information which may be part of the Products is provided without any representations or warranties, express or implied. Without prejudice to the generality of the foregoing paragraph, Ardens does not warrant or represent that such medical information:

5.13.1. will be constantly available, or available at all; or
5.13.2. is complete, true, accurate, up to date or non-misleading.

5.14. Save as expressly set out in these Commercial Terms and Conditions, no conditions, warranties, representations or other terms (whether express or implied or arising through trade usage or custom) apply to anything supplied under or in relation to the Supply Contract by Ardens (including the Products and Services).

6. BETA PRODUCTS

6.1. Ardens shall:

6.1.1. provide the new Beta Product to the Purchaser of the Beta Product for feedback and evaluation purposes; and
6.1.2. provide support and training with respect to the Beta Product during Normal Business Hours.

6.2. Purchasers of Beta Products shall:

6.2.1. provide reasonable feedback to Ardens concerning the features and functionality of the Beta Product at regular intervals;
6.2.2. submit feedback forms containing accurate, complete information as may be reasonably requested by Ardens with respect to the functionality of the Beta Product; and
6.2.3. co-operate in a timely manner with any reasonable request made by Ardens with respect to the Beta Product.

6.3. The Purchaser acknowledges and agrees that:

6.3.1. the Beta Product is not an Ardens product which is ready for commercial release by Ardens;
6.3.2. no obligations or assurances are given by Ardens in relation to the availability or uptime of the Beta Product;
6.3.3. the Beta Product may not operate properly, be in final form or fully functional and may contain errors, design flaws or other defects;
6.3.4. it may not be possible to make the Beta Product fully functional, and Ardens reserves the right to abandon its development at any time and without any obligation or liability to the Purchaser; and

6.3.5. the information obtained using the Beta Product may not be accurate and may not accurately correspond to information extracted from any database or other data source;

6.3.6. use of the Beta Product may result in delays, unexpected results, loss of data or communications;

6.3.7. they shall not rely or depend on the Beta functionality for any reason and are solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored, or otherwise processed by the Beta Product;

6.3.8. they shall be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of its use of the Beta Product; and

6.3.9. all Intellectual Property Rights in the feedback provided by the Purchaser to Ardens regarding the Beta Product shall be owned by Ardens.

7. ADD-ON MODULES

7.1. Ardens may make various Add-On Modules) available to the Purchaser from time to time.

7.2. Where a Purchaser wishes to opt-in to receive an Add-On Module, the Purchaser acknowledges and agrees that:

7.2.1. [no obligations or assurances are given by Ardens in relation to the availability or uptime of Add-On Modules];

7.2.2. certain Add-On Modules may be subject to additional terms and conditions (including the Open Access Licence to access and use Open Access Content);

7.2.3. certain Add-On Modules may be subject to Third Party Additional Terms;

7.2.4. it may not be possible to make an Add-On Module available indefinitely, and Ardens reserves the right to suspend or disable an Add-On Module at any time and without any obligation or liability to the Purchaser;

7.2.5. the information obtained using an Add-On Module may not be accurate and may not accurately correspond to information extracted from any database or other data source;

7.2.6. all Intellectual Property Rights in the feedback provided by the Purchaser to Ardens regarding an Add-On Module shall be owned by Ardens.

8. ON-PREMISE SOFTWARE

8.1. Ardens may, from time to time, provide certain on-premise software to the Purchaser in addition to and/or as part of the Products ("**On-Premise Software**").

8.2. Where the Purchaser agrees and acknowledges that where it receives any such On-Premise Software from Ardens, that it shall be solely responsible for the correct installation and configuration of the On-Premise Software in accordance with Ardens instructions and specifications.

8.3. Ardens shall provide the Purchaser with all necessary documentation and support required for the installation and proper use of the On-Premise Software.

8.4. Ardens will provide the Purchaser with all Maintenance Releases generally made available to its customers in relation to the On-Premise Software. Ardens shall use reasonable endeavours to test a Maintenance Release prior to providing the same to the

Purchaser but warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the On-Premise Software.

8.5. The Purchaser agrees that it shall install all Maintenance Releases as soon as reasonably practicable after receipt and in accordance with any timescales instructed to it by Ardens.

9. CONSULTANCY SERVICES

9.1. Where the Purchaser requests Consultancy Services from Ardens, the parties shall agree a Service Specification in writing in respect of the same, such specification to include:

9.1.1. details of the work to be carried out by Ardens;
9.1.2. the location(s) where the Consultancy Services are to be performed;
9.1.3. any milestones for service completion; and
9.1.4. the Charges applicable to the Consultancy Services.

9.2. Ardens shall provide the Consultancy Services substantially in accordance with any agreed Service Specification.

9.3. Ardens shall:

9.3.1. provide the Consultancy Services with all due skill, care and ability; and
9.3.2. promptly furnish the Purchaser with any relevant information regarding the Consultancy Services.

10. INDEMNITY AND LIABILITY

10.1. Ardens holds no responsibility for any reports generated by the Purchaser or Ardens through its use of any of the Products and/or Services and which the Purchaser may rely on in the course of its business.

10.2. The Purchaser indemnifies Ardens in respect of any liability or alleged liability of Ardens arising out of or in connection with the use or misuse of the Products.

10.3. Nothing in the Supply Contract shall limit or exclude the liability of either party for:

10.3.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
10.3.2. fraud or fraudulent misrepresentation;
10.3.3. any indemnity given in these Commercial Terms and Conditions; or
10.3.4. any other liability which cannot be limited or excluded by law.

10.4. Subject to Clause 10.3, all conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) not expressly set out in these Commercial Terms and Conditions are excluded to the fullest extent permitted by law.

10.5. Subject to Clause 10.3, in no circumstances shall Ardens' liability to the Purchaser of any nature arising out of or in connection with the Supply Contract for a single incident or series of related incidents exceed the greater of:

10.5.1. in respect of a single instance or series of instances relating to a particular Organisation, the value of the invoices attributable to that particular Organisation's use of the Products; and

10.5.2. the value of all invoices during the [12 (twelve)] months immediately preceding the date of the events giving rise to such claim.

10.6. Subject to clause 10.3, Ardens shall have no liability for any indirect or consequential losses, or for any of the following types of loss or damage (whether direct or indirect):

10.6.1. loss of anticipated profits or earnings;
10.6.2. loss of sales or business;
10.6.3. loss of agreements or contracts;
10.6.4. loss of anticipated savings;
10.6.5. losses which are due to a change in the functionality of the Principal GP IT System which impedes or prevents the operation of the Products;
10.6.6. loss of use or corruption of software, data or information;
10.6.7. loss of or damage to goodwill;
10.6.8. the security of the Purchaser's and/or Organisation's use of the Products;
10.6.9. any loss arising out of or in connection with any incorrect or out-of-date information provided by the Purchaser to Ardens in connection with this Agreement, a Confirmation Email (or similar); or
10.6.10. any loss arising out of or in connection with a breach of the Supply Contract by the Purchaser.

10.7. This Clause 10 shall survive termination of the Supply Contract.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The Purchaser acknowledges and agrees that Ardens is the owner of all the Intellectual Property Rights in the Products as defined in these Commercial Terms and Conditions and as updated from time to time.

11.2. Except as expressly stated herein, these Commercial Terms and Conditions do not grant the Purchaser any Intellectual Property Rights or any other rights or licences to, in or in respect of the Products or Services.

11.3. Insofar as the Products are updated, whether by incorporation of information supplied by the Purchaser or otherwise, the Intellectual Property of the Products as updated shall vest or remain vested in Ardens.

11.4. The Purchaser will not copy, distribute, sell, sublicense or otherwise transfer or make available the Products or any portion thereof to any third party, or remove from view any copyright legend, trademark or confidentiality notice appearing on the Products.

11.5. The Purchaser grants Ardens a fully paid-up, non-exclusive, royalty- free, non-transferable licence to copy and modify any materials provided by the Purchaser to Ardens for the purpose of supplying the Products.

11.6. Nothing in these Commercial Terms and Conditions shall be construed as to prevent Ardens from using in the furtherance of its own business general know-how, tips, improvements and/or other expertise gained in its performance of a Contract, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of Clause 11 or any infringement of any Intellectual Property Rights.

11.7. Ardens may not use any of the Organisation Data or Organisation Content for any purpose other than to provide the Products and/or perform the Services except that Ardens may make use of anonymised and aggregated data derived from the Organisation Data and Organisation Content. The Purchaser acknowledges and agrees that any Intellectual

Property rights arising out of or relating to the anonymised and aggregated data derived from Organisation Data and Organisation Content shall be owned by Ardens.

12. CONFIDENTIALITY

12.1. The Purchaser acknowledges that the Products contain Confidential Information and trade secrets of Ardens.

12.2. The Purchaser undertakes that it shall not disclose to any third party without the prior written approval of Ardens, any Confidential Information in respect of any Product, including its features, screens, feedback, the content of any report generated by a Product, related technical information, or the results of any performance or functional evaluation or test.

12.3. The Purchaser will use no less than its best efforts to protect the Confidential Information from unauthorised use or disclosure.

12.4. The Purchaser may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for the Purchaser's evaluation and use of the Products and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as those set forth herein.

12.5. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Commercial Terms and Conditions. A party's Confidential Information shall not include information that:

12.5.1. is or becomes publicly known other than through any act or omission of the receiving party;
12.5.2. was in the other party's lawful possession before the disclosure;
12.5.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
12.5.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

12.6. Subject to Clause 12.7 below, 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 performance of its obligations under these Commercial Terms and Conditions.

12.7. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.8. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party, provided that Confidential Information was not disclosed to that third party in violation of these Commercial Terms and Conditions.

13. CLINICAL GUIDELINES

13.1. All clinical guidance on Ardens is published according to Ardens' Clinical Governance Procedures . Ardens has a UK Open Content Licence to use National Institute for Health and

Care Excellence Guidance, available from NICE. NICE Guidance is prepared for the National Health Service in England and is subject to regular review and may be updated or withdrawn. NICE has not checked the use of its content by Ardens to confirm that it accurately reflects the NICE publication from which it is taken.

13.2. The medication protocols, alerts and reports are intended only as an aid to clinical judgement when a patient is stable on their medication. The patient may require more frequent monitoring when starting a medication, changing doses, altering other medications that they take and if disease remission or relapse occurs. The test result threshold ranges are only intended for use as a guide and interpretation of any results remains the responsibility of the Purchaser at all times.

13.3. Ardens does not assume or undertake to discharge any obligations or responsibilities of the Purchaser, product manufacturer or any other party, including but not limited to those responsibilities and obligations of the treating clinician in connection with clinical and treatment decisions.

14. SUPPORT

14.1. Ardens will provide Purchasers with help, support, feedback and request mechanisms during Normal Business Hours ("**Support Services**"). Urgent or out of hours support may be provided where agreed with the Purchaser in writing, or subject to an agreement concluded between Ardens and the Purchaser. The Support Services may be delivered by email, telephone, screensharing or remote access (provided that the Purchaser has granted Ardens with access in accordance with Clause 3) via terminal to the Purchaser's system ("**Purchaser's System**") or as otherwise detailed in a Service Specification.

14.2. Ardens shall use its reasonable endeavours to comply with any applicable Service Levels from the Service Level Start Date.

15. CHARGES AND PAYMENT

15.1. Where the relevant Product has been licensed pursuant to a written agreement between Ardens and the Purchaser, the provisions of this Clause shall not apply.

15.2. Where Charges are payable under a Supply Contract, they shall be set out in the Confirmation Email or Consultancy Services Specification. The Purchaser shall pay the Charges in accordance with these Conditions, together with any traveling expenses incurred by Ardens in the performance of the Services. Any additional, chargeable items that are separate from the Charges shall be specified in the Product Specification, Confirmation Email, Consultancy Services Specification, or otherwise confirmed in writing to the Purchaser by Ardens.

15.3. The Charges payable under a Supply Contract shall, where relevant, include the provision of ongoing updates, maintenance, and Enhancements to the Products, Add-On Modules, Services and any features covered under that Supply Contract. For the avoidance of doubt, this shall not apply to any Products, Add-On Modules, Services and features which the Purchaser has not opted to receive under the Supply Contract. Any excluded Products, Add-On Modules, Services and features may be made available by the Supplier from time to time, subject to additional charges. Ardens may in its sole discretion opt to recover from the Purchaser any third-party licence or service costs incurred in providing the relevant Products, Add-On Modules, Services and features.

15.4. Where the Purchaser has continued to use any Product following the expiry of a Trial Licence, Ardens may invoice the Purchaser for the Charges as though the Organisation had

purchased a Standard Licence to the relevant Product(s) and may suspend provision of the Product(s) until payment is received.

15.5. Ardens reserves the right to amend the Charges upon giving a minimum of twenty-eight (28) days' notice to the Purchaser prior to the commencement of the next Renewal Period.

15.6. Ardens shall invoice the Purchaser in advance of providing the Products and will commence or continue the supply of the Products (as applicable) only once payment in full is received, unless otherwise agreed in writing between the parties. Funds must be cleared before payment is accepted.

15.7. The Purchaser shall pay each invoice submitted by Ardens:

15.7.1. within fourteen (14) days of the date of the invoice; and
15.7.2. in full and in cleared funds to a bank account nominated in writing by Ardens.

15.8. Time for payment shall be of the essence of the Supply Contract.

15.9. All amounts payable by the Purchaser under the Supply Contract are exclusive of amounts in respect of value added tax or any other sales or service taxes chargeable from time to time.

15.10. If the Purchaser fails to make a payment due to Ardens under the Supply Contract by the due date, then, without limiting Ardens' remedies under Clause 16, the Purchaser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

15.11. All amounts due under the Supply Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. TERM AND TERMINATION

16.1. Each Supply Contract which is subject to these Commercial Terms and Conditions shall commence on the Commencement Date and shall continue in force for the Initial Term, unless otherwise terminated in accordance with its terms. Save for where a Renewal Period or similar renewal term is specified in the Confirmation Email, the Supply Contract shall thereafter automatically renew for one year on a rolling basis (which shall be deemed as the Renewal Period). Where a Supply Contract automatically renews, either party may terminate the Supply Contract on no less than sixty (60) days' written notice to the other.

16.2. Ardens may terminate the Supply Contract on the expiry of the Initial Term or any Renewal Period where:

16.2.1. any agreement between Ardens and a Purchaser under which Products are licensed to the Purchaser in accordance with these Conditions is terminated;
16.2.2. the Supply Contract cannot be further renewed without payment of additional Charges in respect of the upcoming Renewal Period; or
16.2.3. the Purchaser is either unwilling or unable to pay the relevant Charges.

16.3. Without affecting any other right or remedy available to it, either party may terminate the Supply Contract with immediate effect by giving written notice to the other party if:

16.3.1. the other party commits a material breach of any term of the Supply Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;

16.3.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

16.3.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.3.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Supply Contract has been placed in jeopardy.

16.4. Without affecting any other right or remedy available to it, Ardens may terminate the Supply Contract with immediate effect by giving written notice to the Purchaser if:

16.4.1. the Purchaser fails to pay any amount due under the Supply Contract on the due date for payment; or

16.4.2. there is a change of control of the Purchaser.

16.5. Upon termination of the Supply Contract:

16.5.1. the licence granted shall terminate;

16.5.2. any EULA shall terminate;

16.5.3. all obligations owed by either party to the other under the Supply Contract shall cease, save that (a) the indemnity shall continue; and (b) the obligation of confidentiality shall continue;

16.5.4. Ardens are unable to offer any refunds once a payment has been made for any of the Ardens packages; and

16.5.5. the Purchaser shall immediately cease using the Products and the Products shall be removed from all of the Purchasers computers and any other devices upon which it is installed.

16.6. Where a prospective Purchaser has agreed in principle to contract for the provision of Products and/or Services and Ardens has agreed to make the same available to an Organisation, until such time as the prospective Purchaser has entered into a Contract with Ardens, the Organisation agrees on an interim basis to contract for the provision of Products and/or Services.

16.7. In the event of a termination or expiry of a Standard Licence, a Organisation may agree to retain use of the Products subject to the Organisation and Ardens entering into a separate Product Licence (which for the avoidance of doubt may include a Trial Licence) in order to permit the Organisation to continue to use the Products and the accompanying Services, and for Ardens ongoing processing and use of the data uploaded by the Organisation during its use of the Products.

16.8. Where Ardens and the Organisation have agreed to enter into a separate Product Licence on termination or expiry of a Standard Licence, Ardens shall confirm with the

Purchaser and the Organisation an appropriate transition period in writing, no later than thirty (30) days before the date of termination or expiry.

16.9. Ardens shall, at the choice of the controller, delete all personal data processed on behalf of the Purchaser and certify to the Purchaser that it has done so, or return all the personal data to the Purchaser and delete existing copies unless the law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

16.10. Without affecting any other right or remedy, Ardens may immediately terminate the Purchaser's 's access to any Product, Add-On Module, Service and/or feature where the Purchaser (including its Affiliates) or any User such Product, Add-On Module, Service and/or feature it in a manner that, in the sole opinion of Ardens, is not compliant with the Terms of Supply and Use and/or any applicable acceptable use policy or terms.

16.11. Ardens may, in its sole discretion suspend, withdraw, amend or replace any Product, Add-On Module, Service and/or feature for technical, operational, commercial or compliance reasons, on reasonable written notice to the Purchaser where commercially practicable.

17. ENTIRE AGREEMENT

17.1. The Supply Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2. Each party acknowledges that in entering into the Supply Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Supply Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Supply Contract.

17.3. Nothing in this Clause shall limit or exclude any liability for fraud.

SCHEDULE 3: DATA PROTECTION AND DATA PROCESSING

1. DATA PROTECTION

1.1. The terms '**personal data**', '**data subject**', '**processor**', '**controller**', '**processing**', '**personal data breach**', '**pseudonymisation**', '**special categories of data**' and '**supervisory authority**' have the meanings set out in Data Protection Law as defined in Schedule 3.

1.2. In the event that Ardens processes personal data (as defined in UK data protection law) on behalf of the Organisation, then it shall do so as a data processor in accordance with the data processing annex set out at Annex I ("**Data Processing Annex**").

1.3. The Organisation shall only require Ardens to process personal data of which the Organisation is a controller where such data is essential for the provision of the Services. In respect of personal data of the Organisation's patients, the parties agree that Ardens will not process that personal data, or collect or retain any such personal data outside of the Principal GP IT System or any other Organisation IT System (the "**Systems**" for this Clause), save that:

1.3.1. In respect of Ardens Clinical, personal data, which relates to the Organisation's patients, may be disclosed or made visible to Ardens where the Organisation screen shares with Ardens, in order for Ardens to perform the Ardens Clinical Services. Any processing of personal data in connection with the Organisation's patients shall at all times be to the minimum extent necessary;

1.3.2. In respect of the Ardens Manager Services, such personal data will be collected, processed and retained outside of the Systems to the extent that, and only for as long as, it is necessary for the delivery of the Ardens Manager Services; and

1.3.3. Personal data may also be processed (but not retained for any longer than strictly necessary) outside of the Systems, where that is essential for the purposes of the delivery of the Services.

ANNEX 1. DATA PROCESSING

The purpose of this Annex is to ensure that any personal data processed by Ardens on behalf of the Organisation is adequately protected and to enable the Organisation to meet its processing obligations under UK data protection and privacy laws.

1. INTERPRETATION

Capitalised terms used in this Annex shall have the same meanings as they have in the Terms of Supply and Use. In addition, the following words shall have the following meanings in this Annex:

"Automated Extraction"	has the meaning given to it in Paragraph B.2 of Annex II (Processing and Categories of Data Subject and Personal Data).
"AWS Environment"	means the Amazon Web Services environment used by Ardens in the supply of Ardens Manager.
"Data Protection Law"	applicable UK laws and regulations protecting the privacy of individuals and their fundamental rights and freedoms in relation to their personal data as amended and updated from time to time (including the Data Protection Act 2018 and the UK GDPR).
"Data Subject Request"	an actual or purported Data Subject Request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Law.
"EPR"	means Electronic Patient Record.
"Manual Extraction"	has the meaning given to it in Paragraph B.1 of Annex II (Processing and Categories of Data Subject and Personal Data).
"NHS England IM1 Pairing Integration"	means the process that allows Ardens to integrate the Products with the Principal GP IT System.
"Organisation Instructions"	documented instructions (including this Schedule) from the Organisation regarding the processing of personal data by Ardens pursuant to a Supply Contract.
"UK GDPR"	The version of the EU's General Data Protection Regulation (EU 2016/679) adopted into UK law following the UK's withdrawal from the EU on 1 January 2021 as defined by s.4(10) of the Data Protection Act 2018.

2. DATA PROCESSING PARTICULARS

2.1 The parties agree that the processor may process personal data from time to time in order to supply the Products or provide the Services. This personal data will be restricted to the categories of data subject and personal data as described in Annex 2.

2.2 Any processing of personal data of which the Organisation is the controller by Ardens shall (subject only to the provisions of paragraph 2.3 below) only be for the purpose of supplying the Products or the Services. Such processing may occur in situations where Ardens is required to access, configure, repair, restore or maintain the Principal GP IT System, or provide any Services in connection with the records stored on that System. The parties consider that the processing of personal data by Ardens in these circumstances and for that purpose is proportionate, necessary and appropriate (provided such processing is carried out subject to and in accordance with this Annex).

2.3 Ardens shall notify the Organisation as soon as reasonably practicable, and in any event within thirty (30) days of:

2.3.1. any changes by Ardens in its methods of processing of personal data under this Data Processing Annex.

2.3.2. any changes to the Data Protection Law that may reasonably be interpreted as adversely affecting Ardens performance of the Supply Contract or this Data Processing Annex.

2.4 Ardens may not process personal data of which the Organisation is a controller otherwise than on the instructions of the Organisation unless, and only then to the extent that, Ardens is required by law to undertake such processing and only provided that (except where prohibited by the said law) Ardens first informs the Organisation of the applicable obligation and the nature of the processing which it will, pursuant to that obligation, be required to undertake. Subsequent instructions may be given by the Organisation, and which shall always be documented.

2.5 Ardens shall inform the Organisation immediately in the event that any instruction of the Organisation pursuant to this Annex or the Supply Contract would result in Ardens processing the said personal data in a manner which infringes Data Protection Law.

3. DATA PROTECTION ARRANGEMENTS

3.1 The factual arrangement between the parties dictates the classification of each party in respect of the Data Protection Law. However, the parties anticipate that the Organisation shall act as a controller and Ardens shall act as a processor and in any such case Ardens shall only process personal data on and to the extent specified by the instructions of the Organisation.

3.2 The Organisation warrants that:

3.2.1. it is satisfied that there exists a lawful basis for the purposes of Article 6 of the UK GDPR for all of the processing of personal data which it instructs Ardens to undertake from time to time; and

3.2.2. if, and to the extent that, Ardens is instructed to process personal data in one or more special category to which Article 9 of the UK GDPR applies, that one or more of the conditions set out in the said Article 9

also applies to that processing of those special categories of personal data.

3.3 Ardens shall be permitted (and this paragraph comprises the Organisation's general authority for Ardens) to appoint or replace sub-processors, and to disclose personal data to them for processing in accordance with the Supply Contract, provided always that:

3.3.1. it provides the Organisation with no less than thirty (30) days' written notice of any proposed changes to its appointment or replacement of sub-processors by virtue of it updating its approved list of sub-processors as detailed on the Ardens website and provides the Organisation no less than fourteen (14) days' written notice of any change (effective from the date of such change) to allow the Organisation to raise any reasonable objections which Ardens will consider appropriately; and

3.3.2. any sub-processor only processes the personal data on Ardens' documented instructions and such processing is under a written contract which provides a level of protection for the rights and freedoms of individuals whose personal data is being processed which is at least, in substance, equivalent to the protection provided in this Annex;

3.3.3. the sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing will meet the requirements of Data Protection Law (including the requirements relating to security, integrity and confidentiality) and, where that sub-processor fails to fulfil its obligations, Ardens shall remain fully liable to Organisation for the performance of those obligations; and

3.3.4. at the Organisation's reasonable written request, Ardens shall provide a copy of such sub-processor agreement (including any subsequent amendments). To the extent necessary to protect business secret or other confidential information, including Personal Data, Ardens may redact the text of the sub-processor agreement prior to sharing the copy with the Organisation.

4. SECURITY

4.1 To the extent that Ardens is acting as a processor for and on behalf of the Organisation, it shall:

4.1.1. process such personal data (including that set out in paragraph 2) for the purposes of performing its obligations under the Supply Contract and only in accordance with the terms of the Supply Contract and any Organisation Instructions (except where it is required to do so otherwise by law, in which case Ardens shall notify Organisation of such beforehand, unless such notice is prohibited by law);

4.1.2. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks to the rights and freedoms of natural persons, Ardens shall implement and maintain appropriate technical and organisational measures (as detailed in the Service Specification) to ensure a level of security appropriate to the risk of processing in accordance with Data Protection Law;

4.1.3. insofar as the same is not already required by the other provisions of this paragraph 4.1, ensure that it abides by all of the obligations to which it is subject by virtue of Article 32 of the UK GDPR;

4.1.4. take all reasonable steps to ensure the reliability and integrity of any Ardens' personnel who shall have access to the personal data;

4.1.5. ensure that access to the personal data is restricted to only those members of Ardens' personnel who require it in order to discharge Ardens' obligations under the Supply Contract; and

4.1.6. where the personal data are confidential, and without limiting the general provisions as to confidentiality contained in the Supply Contract, keep them secret and not disclose them to any third party without Organisation's prior written authorisation (except to the extent disclosure is required by law).

4.1.7. ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. DATA SUBJECT RIGHTS

5.1 If a data subject makes a request to Ardens or Organisation relating to the exercise of his or her legal rights in relation to personal data, Ardens shall (taking into account Organisation's duty to respond to the data subject within a specified period) provide Organisation (at Organisation's own cost based on Ardens' then hourly rates) any assistance it reasonably requires in order to facilitate that data subject's rights. Ardens' obligation to cooperate under this paragraph shall also apply to any requests to Ardens or Organisation by a supervisory authority.

5.2 To the extent that any Organisation instructions:

5.2.1. require additional effort and/or expenditure on the part of Ardens, this shall be reimbursed by the Organisation in accordance with Ardens' then current standard rates; and/or

5.2.2. serve to hinder or prevent Ardens' performance of its obligations under the Supply Contract, the Supply Contract shall continue despite such reduced performance, and:

5.2.3. Ardens shall not be in breach of the relevant Product's Licence or any other agreement with the Organisation as a result of it following Organisation instructions; and

5.2.4. the Charges which have been paid or which will become payable shall not be reduced (even in the event Ardens is unable to perform its obligations in part or in full).

6. BREACH NOTIFICATION

6.1 If Ardens becomes aware of a Personal Data Breach, it shall:

6.1.1. notify the Organisation without undue delay of the Personal Data Breach, such notification including:

6.1.1.1. and approximate number of Data Subjects and data records concerned);

6.1.1.2. the details of a contact point where more information concerning the Personal Data Breach can be obtained; and

6.1.1.3. its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects;

6.1.2. provide Organisation with such information and assistance as it reasonably requires in relation to the Personal Data Breach (including in relation to action to remedy or mitigate the breach); and

6.2 except to the extent required by Applicable Law, upon the termination of the Supply Contract for any reason, or earlier if instructed in writing by the Organisation to do so, Ardens shall cease processing all personal data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Organisation) all personal data and all copies in its possession or control (and it shall provide the Organisation with a certificate signed by a duly authorised representative confirming it has done so).

6.3 Where the Organisation makes any such request prior to the termination of the Supply Contract, and it serves to hinder or prevent Ardens' obligations thereunder, the Supply Contract shall continue despite such reduced performance, and:

6.3.1. Ardens shall not be in breach of the Supply Contract with the Organisation as a result of it following such Organisation instructions; and

6.3.2. the Charges which have been paid or which will become payable shall not be reduced (even in the event Ardens is unable to perform its obligations in part or in full).

7. AUDITS AND PRIVACY/DATA PROTECTION IMPACT ASSESSMENTS

7.1 Ardens shall (at Organisation's cost and subject to Organisation providing appropriate confidentiality undertakings) provide reasonable cooperation with any request by Organisation to carry out audits, inspections or impact assessments in connection with privacy and/or data protection. Ardens may satisfy its obligations under this Clause by it making available copies of third-party audits, inspection reports or prior impact assessments. Nothing in this Clause shall require Ardens to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information.

8. INTERNATIONAL TRANSFERS

8.1 Ardens will not export personal data to a country outside the United Kingdom unless:

8.1.1. the transfer is on the basis of a valid adequacy decision made by the UK Government in accordance with Data Protection Law;

8.1.2. appropriate safeguards are applied (as set out in Data Protection Law (which, in the event of any uncertainty as to the appropriate safeguards to be adopted, shall mean the use of the International Data Transfer Agreement or any other model contract clauses in a form approved by the UK Government); or

8.1.3. such transfer is otherwise permitted under Data Protection Law.

ANNEX 2. PROCESSING AND CATEGORIES OF DATA SUBJECT AND PERSONAL DATA

1. OVERVIEW OF PROCESSING PERSONAL DATA

A. Ardens Clinical

Personal Data is not processed via Ardens Clinical.

B. Ardens Manager

Use of Ardens Manager involves automated data extraction from EMIS Web, SystmOne and Medicus. Personal data is extracted via structured queries from the Electronic Patient Record using NHS-approved IM1 interfaces, under a formal IM1 agreement with the system supplier. In the absence of an IM1 interface, data is extracted using built in reporting and export functionality and transferred securely into the AWS environment.

Manual extraction may be considered for specific projects in consultation with the data controller. During manual extraction, users will create an aggregated data set based upon a pre-defined Ardens report using the search functionality on the Principal GP IT System. This is uploaded onto the Ardens Manager platform. Organisational controls such as guidance and acceptable use dictate that personal data should not be accessed in this process.

Ardens Manager also incorporates data from sources including GP Connect, the Personal Demographics Service (PDS), the Digital Flags Service and NHS Notify via secure APIs under formal contracts and with access restricted to authorised users and data items.

Ardens process this personal data on behalf of the data controller (for example, a GP Practice) in order to provide the purchased commissioned service. As described above, Ardens Manager is a population health management, analytics and workflow platform that enables GP Practices and other Healthcare organisations to securely extract and analyse data from relevant clinical systems including EMIS Web, SystmOne and Medicus using approved automated or manual extraction methods. It enables customers, including GP practices and PCNs to identify individual patients through pre-defined reports in order to manage National and Local Contracts and locally commissioned services, undertake risk stratification and population segmentation, communicate with patients, manage questionnaires and patient responses, provide patient portal functionality and monitor the delivery of healthcare services where they have a lawful basis and legitimate relationship to do so.

Where authorised by the data controller and any applicable data sharing arrangements, Ardens may also generate and provide anonymised and aggregated reporting outputs for population health management, service planning, service evaluation and healthcare improvement purposes. Ardens will only undertake such processing and sharing where authorised by the controller and in accordance with the applicable data sharing arrangements. Anonymised and aggregated outputs may be shared with organisations including Primary Care Networks, Integrated Care Boards, public health bodies, local authorities and other authorised healthcare organisations. Once data has been anonymised so that individuals are no longer identifiable, it no longer constitutes personal data.

ARDENS - TERMS OF SUPPLY AND USE
v.8.0

***For Ardens DEMO System Sites ONLY**– Ardens is authorised by the Data Controller to anonymise data to be included in a demonstration system in order to allow other prospective users to see realistic interpretations of the Ardens System.

	Ardens Clinical	**Ardens Manager**
Description	**Details**	
Categories of data subjects	N/A	• Users • Location of the User • Patients of the Organisation
Categories of personal data processed	N/A	• Patient name • Patient address • Postcode • Telephone number • E-mail address • Gender • Date of Birth • Date of Death • Physical description • SRE or EMIS GUID Identifier • Practice identifier • NHS number • GP details
Categories of sensitive data processed	N/A	• Health data • Race or ethnic origin • Sexual life or sexual orientation • Religious or philosophical beliefs • Criminal or suspected criminal offences
Nature of the processing	Ardens may inadvertently view personal data where a Organisation (or User) shares their screen as part of the provision of the Ardens Clinical Services.	Ardens has been commissioned to process the above personal data for the purpose of providing Ardens Manager. The service provides directly identifiable, indirectly identifiable and aggregated reporting data to enable the treating Practice, Federation or Primary Care Networks (**"PCNs"**) to manage its patients and population. Ardens Manager additionally provides aggregated anonymised data, for the purpose of population health management and analytics to GP Practices, Federations, PCNs, Integrated Care Boards ("**ICBs"**), Integrated Care Systems (**"ICSs"**), Public Health Bodies, Councils and other Healthcare

		Organisations where authorised by an accompanying Data Sharing Agreement approved by the Data Controller. Where enabled by the Data Controller, Ardens Manager including the associated Ardens Patient Portal and messaging functionality, processes personal data to support patient engagement and to enable patients to receive communications, submit information to their healthcare provider, complete questionnaires and assessments, book appointments, and access digital services made available by their healthcare organisation.
	For the purposes of providing, configuring, maintaining, supporting users or enhancing Ardens Products, Add on Modules and/or Services, Ardens staff may be provided with direct access to the Controller's Systems.	
Purpose of the processing for the Organisation	As above at: *Overview of Processing Personal Data Part B and also "Nature of Processing" in this table.*	
Plan for return and destruction of the data once the Processing is complete (unless there is a requirement under union or member state law to preserve that type of data)	Ardens will notify the Organisation where it inadvertently accesses personal data, and where relevant, will have the personal data deleted.	Ardens will process data for the duration of the Supply Contract. Prior to the end of the agreement the Controller will have the option to have all data returned or to have it deleted.