kinseed

Terms and Conditions

SwiftCare and MediWork

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Introduction

About this document

The purpose of this document is provide high-level T&C for the services Kinseed Ltd offers for Swiftcare and MediWork service offering.

Legal notices

This document is intended for the use of only Kinseed Limited and the above named recipients. If you believe you have received this document in error, please destroy it immediately and contact either the sender, or info@kinseed.com. Unless explicitly listed otherwise, all contents are Copyright © Kinseed Limited 2025, All Rights Reserved.

KEY TERMS AND CONDITIONS

General

1. We will perform all Services using reasonable skill and care in accordance with good industry practices and will use appropriately skilled and qualified personnel.
2. Customer agree that We will be relying upon the accuracy of all representations, statements, information, materials and documents ("Data") supplied by You in connection with the Services and that We shall be under no obligation to test, check or confirm the accuracy of any Data prior to performing the Services unless set out in the Statement of Work. We accept no responsibility or liability whatsoever for or resulting from any Data prepared and/or supplied by Customer or a third party on Your behalf.
3. Customer shall:
   3.1. provide, where applicable, access to the areas in which the Services are to be performed at the Service Location, including authorised access to the Customer Systems or systems licensed to Customer to enable our staff and associates to perform the Services and so that we can ensure that Customer are complying with the terms of this Agreement;
   3.2. provide, free of charge, appropriately qualified and experienced personnel familiar with the Customer Systems, equipment, programmes and operations who shall reasonably co-operate with Our personnel to allow us to fulfil our obligations under this Agreement and each Statement of Work if we request this from customer;
   3.3. make available, free of charge, such documentation, information, data and computer facilities (including but not limited to data preparation facilities, storage and computer consumables) as we may reasonably require in the fulfilment of our obligations under this Agreement and each Statement of Work;
   3.4. appoint a representative with responsibility for all matters relating to this Agreement and each Statement of Work; this representative will be identified in the Statement of Work;
   3.5. ensure that the Customer Systems comply with the agreed specification as set out in the relevant Statement of Work;
   3.6. remain responsible for all actions and inactions of any third party provider directly in Your control or with whom You have a contractual relationship and with whom we will be or are reliant upon to fulfil our obligations under this Agreement or a relevant Statement of Work;
   3.7. Our ability to deliver the Services depends totally on customer's full and timely cooperation, as well as the accuracy and completeness of any information that customer provide. If customer fail to do this customer may be in material breach of this Agreement. Customer accept that the very nature of the project may necessitate disruption to customer staff and business processes in order to accommodate the implementation.

Solution Specification

1. All SwiftCare/MediWork applications are deployed as out of the box solutions. Any functional and / or technical changes that results in rework or additional time will be highlighted and a Statement of Work and Service requested. Both parties will agree and sign-off the design and

plan including the necessary resources for user acceptance testing and feedback within agreed timeline.

Delivery: Testing, Deployment & Training

1. Kinseed will follow an agile approach and will involve the client at every stage of the delivery i.e. from design, development and more importantly testing ensuring every aspect of the user's workflow has been considered and implemented. Kinseed will produce the relevant user guides and will provide any associated training.
2. Each delivery of Deliverables shall be accompanied by a delivery note, clearly marked with the customer's order number, the consignee and the description and quantity of the Deliverables concerned.
3. Deliverables shall be delivered carriage paid in such quantities, in such manner, at such times and to such places as shall be specified herein or on the Order Form.
4. The Customer, will provide access to all materials, information and service to allow Kinseed to perform duties as required, based on underlying objectives defined jointly.
5. The customer, will provide office space, computer and communication resources for each of the professional service personal listed for the engagement as appropriate.
6. Any functional and / or technical changes that results in rework or additional time will be highlighted and a Statement of Work and Service requested.
7. Where delivery dates of Deliverables or dates for commencement or completion of Services are expressly agreed, Kinseed shall use all reasonable endeavours to meet such dates.

Acceptance

1. The Deliverables shall be submitted, following installation, to acceptance testing which shall comprise performance of acceptance tests of the Customer and sample procedures designed to show that such Deliverables are operating normally. Kinseed must subject the Deliverables to its own testing before handing over to the Customer for testing. Customer must ensure the necessary resources are available to performance UAT.

Monitoring and support

1. **WEB SERVER:** Kinseed will be responsible for automatically monitoring the uptime and status of the web service which accepts and formats the patient data 24/7 and will communicate to the nominated Customer representative of any technical issues. Daily checks will be performed and log files inspected for critical errors and alerts. Remedial action will be taken to resolve issues as soon as possible.

2. **RDM DEVICES:** Should a device become faulty, damage or required replacing for whatever reason; Kinseed will replace the device with 3-5 working days. It is advisable that Customer keeps spare devices in stock.
3. **Business User(s) Maintenance:** Kinseed Limited will be responsible for ensuring secure access to the systems is developed with predefined security parameters based on the Customer requirements. The customer will be responsible for the management of all user access.
4. **Support level:** Generally, service level requirements: 99.5% between 7.00am and 11.00pm UK time, however, customer has the option to extend this to 24/7 at an additional cost.

Intellectual Property

1. Kinseed Ltd shall be the owner of, and all Intellectual Property Rights relating to Software developed under this Contract. At no time will Customer hold title to or ownership of any of the SAAS, Company Data or Source Code or any Materials provided to Customer during the term of this Agreement.
2. Under the Company's SAAS agreement, Customer shall not be granted any rights or license to the Software or Services. Customer acknowledges that through its subscription payments to Company it is granted access to the Software and Services. Customer further acknowledges that at no time shall it be entitled to download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement. The Customer understands that access and/or to the Software ends when one of the following events takes place: 1) Customer fails to make a subscription payment; 2) Customer violated the Company Acceptable Use Policy ("AUP") or 3) Customer cancels its subscription with a 90-day written notice and Customer's account is paid in full.

Proprietary Information

1. Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but is not limited to, the provisions of this Agreement, product and services information, materials, software, code, pricing, or any other materials transmitted to Customer under this Agreement. Customer agrees not to (a) decompose, disassemble, decode, or otherwise reverse engineer any Company program, code, or technology installed or delivered to Customer or any portion thereof; (b) transmit or allow to be transmitted any such materials to any third party except as necessary for the fulfilment of this Agreement; (c) sublicense or allow use of any materials or use of any provided services to any third party without written permission from Company; (d) use any Materials or Services in any way not intended or expressly provided for by this Agreement.

Length of Service and Renewal

1. Customer agrees to a minimum initial TWENTY FOUR (24) month contractual term of service.
2. The first subscription payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.
3. This Agreement will automatically renew for successive twelve (12) month Terms unless cancelled in writing by Customer at least sixty days (60) days prior to the end of Term renewal

date. Renewal prices are subject to change. Renewal of Services by Customer indicates agreement to any contract revisions and price changes. Renewal fees for the following Term will be automatically invoiced to Customer's account.

Terms of Payment

1. All payment to be made within 30 days upon receipt of invoice. Company reserves the right to revoke any credit extended if payment is in arrears for more than thirty (30) days.

Transfer of Agreement.

1. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Company. In the event that Customer contemplates whole or partial sale of Customer's business, ownership change, or change in jurisdiction, Customer shall notify Company by mail, facsimile, or email no less than sixty (60) days prior to the effective date of the event.