

Terms and Conditions

G-Cloud 15

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Terms and Conditions for Cloud Services

Purpose of this document

This document sets out the terms and conditions for Carnall Farrar's Cloud Services. It relates specifically to the below offers listed on the G Cloud 15 Framework.

Cloud software offers:

- Demand & Capacity
- ICS and place-based support
- Workforce
- Population health management
- Health inequalities
- System Control Centre
- Financial Sustainability and Productivity
- Integrated data platform
- Integrated impact assessment (IIA)
- Evaluation
- Health Strata
- Local Data Strategy
- AI Enhance Workflow Design & Automation

Cloud support offers:

- Health Insights / Research Secure Data Environment
- NHS Tools Support
- NHS Foundry Support
- Product Incubation and Discovery



¹Definitions and Interpretation

“Business Days”	Mondays to Fridays, excluding English Bank and public holidays.
“Buyer”	means the person or entity identified as such in an Order Form.
“Buyer Data”	means any data provided by the Buyer to the Supplier in connection with the Services.
"Charges"	means the set-up and recurring charges specified in an Order Form.
"Contract"	means a contract between the Supplier and the Buyer made up of an Order Form, these Terms and Conditions and any documents expressly referred to in either of them, and any amendments to that contract from time to time.
"Confidential Information"	means any information disclosed or made available (whether in writing, verbally or otherwise) by either party (“Discloser”) to the other party (“Recipient”) including: (a) any information that is marked, or at the time of disclosure is otherwise designated, as being confidential; (b) any information that would be regarded as confidential by a reasonable businessperson in or relating to the business, affairs operations, processes, products, inventions, know-how, trade secrets, designs or software of the Discloser (including, in the case of the Supplier, the Services); (c) the existence and terms of a Contract; and any information or analysis derived from any of the information referred to in (a) – (c).

¹.1 Unless the context requires otherwise, in these Terms and Conditions and in an Order Form:



“Data Protection Legislation”	means: (i) the EU Data Protection Directive (Directive 95/46/EC), the Data Protection Act 1998 and Electronic Communications (EC Directive) Regulations 2003; (ii) with effect from 25th May 2018, the EU General Data Protection Regulation (Regulation (EU) 2016/679); and amended in June 2021 any other data protection laws and regulations, orders and any codes of practice, guidelines and recommendations issued by the Information Commissioner’s Office or any replacement or equivalent body, as amended and in force from time to time.
“Force Majeure Event”	an event, or a series of related events, that is outside the reasonable control of the party affected, including: failures of the internet or any public telecommunications network; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections; power failures; industrial disputes affecting any third party; changes to the law; disasters, explosions, fires, floods, riots, terrorist attacks and wars; failure of computer systems or infrastructure owned or managed by a party’s subcontractor or supplier.
“Intellectual Property Rights”	patents, rights in inventions, know how, show how and trade secrets, copyright and related rights, moral rights, registered designs, design rights, database rights, semiconductor topography rights, trademarks and service marks, trade names, business names, brand names, get up, logos, domain names and URLs, rights in unfair competition, goodwill and rights to sue for passing off and any other intellectual property rights (in each case, whether or not registered, and including all applications to register and rights to apply to register any of them and all rights to sue for any past or present infringement of them) and all rights or forms of protection having equivalent or similar effect in any jurisdiction.
“Order Form”	means an order for the Services containing the information required by the Supplier to initiate the onboarding process and signed by the Buyer.
“Service Definition”	means the service definition for the Services (outlined in the service definition document provided)



“Services”	means: (i) access to the Tool on a remote, software-as-a-service (SaaS) basis; and (ii) the Support Services.
“Supplier”	Carnall Farrar Ltd, a company registered in England with number 09264497 and its registered office at 1 Lyric Square, Hammersmith, London W6 0NB.
“Support Policy”	means the description of support and other benefits provided by the Supplier for the packages set out in the Appendix to these Terms and Conditions.
“Support Services”	means the support services that are available for packages, as described in the Support Policy.
“Term”	has the meaning given to it in clause 2.1.
“Tool”	means the Supplier proprietary web application known as (a) the Demand & Capacity tool; (b) ICS and place-based support; (c) the Workforce tool; (d) Population health management tool; (e) the Health Inequalities tool; (f) System Control Centre tool; (g) the Financial Sustainability and Productivity tool; (h) the Integrated Data Platform tool; (i) the Integrated impact assessment (IIA) tool; (j) the Evaluation tool; (k) AI Enhanced Workflow Design & Automation; (l) Local Data Strategy; (m) Health Strata Tool; (n) Health Insights / Research Secure Data Environment ; (o) NHS Tools Support; (p) NHS Foundry Support; or (q) Product Incubation & Discovery, in each case as described in the Service Definition document provided.

1.2 In the Contract, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The clause headings do not affect the interpretation of the Contract.

1.4 In the Contract, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

1.5 In case of a conflict or inconsistency between these Terms and Conditions and any provision in an Order Form, the provision in the Order Form prevails.



2. Term

2.1 Subject to earlier termination in accordance with clause 14, the Contract will continue in force for an initial period of twelve (12) months (“**Initial Subscription**”) and thereafter renew automatically for successive, fixed, 12-month periods (each a “**Renewal Subscription**”) until terminated by either party giving to the other party at least thirty (30) days’ prior notice, such notice to expire at the end of the Initial Subscription or at the end of a Renewal Subscription (the “**Term**”).

3. Services

3.1 The Supplier will provide the Services to the Buyer during the Term.

3.2 Subject to the Buyer complying with clauses 3.3 and 3.4, the Supplier grants the Buyer a non-exclusive, non-transferable licence to access and use the Tool during the Term for the sole purpose of using the Services for its business purposes.

3.3 The Buyer agrees that it will throughout the Term:

- (a) use the Services in a professional manner and only for the purposes for which it is made available;
- (b) ensure that all data uploaded using the Tool is in the correct format, as specified in the Service Definition;
- (c) use the Tool in accordance with all applicable laws; and
- (d) choose a strong password and keep all login credentials secure and confidential, and otherwise ensure that no unauthorised person gains access to the Services.

3.4 The Buyer agrees that it will not:

- (a) sub-license, rent, lease, loan, or sell its right to access the Services to any third party; or
- (b) not use the Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
- (c) send spam or other unwelcomed communications to others; or
- (d) breach the intellectual property or other proprietary rights of the Supplier or any third party; or
- (e) use the Tool to upload anything that contains software viruses, worms, or any other harmful code; or
- (f) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Tool or any related technology, or any part thereof; or
- (g) interfere with the operation of, or place an unreasonable load on, the Tool, including by way of spam, denial of service attacks or viruses, or otherwise use



the Tool in any way that causes, or may cause, damage to it, provided that (for the avoidance of doubt) nothing in this clause shall prevent or restrict the Buyer from using, copying, selling or otherwise exploiting Workflows.

3.5 If the Buyer breaches of any of the conditions or restrictions set out in clauses 3.3 or 3.4, then the Supplier may with immediate effect and without any obligation to provide notice:

- (a) suspend the Buyer's access to the Tool and use of the Services; and/or (b) terminate the Contract.

4. Support Services and Service Availability

4.1 The Supplier shall provide the Buyer with the support services in accordance with the Support Policy.

4.2 The Supplier shall use all reasonable commercial endeavours to ensure that the availability of the Tool between 09:00 and 17:00 during Business Days ("**Service Availability**") exceeds 99%, disregarding for the purposes of calculating such Service Availability any periods of non-availability of the Services caused by:

- (a) upgrades or other scheduled maintenance carried out by the Supplier;
- (b) non-availability of the internet, or a failure of the Buyer's equipment, or a power outage at the Buyer's premises;
- (c) any act or omission of the Buyer, or any person acting on behalf of the Buyer, which prevents or delays the availability of the Services; and (d) any Force Majeure Event.

4.3 The Supplier shall use all commercially reasonable endeavours to provide the Buyer:

- (a) with at least 72 hours' prior notice of any upgrades or other scheduled maintenance; and
- (b) email notification of any unplanned outages, including an expected resolution time.

5. Buyer Data

5.1 The Buyer hereby grants to the Supplier a non-exclusive licence to collect, copy, store, distribute, export, edit and translate the Buyer Data to the extent reasonably required for the provision of the Services by the Supplier, together with the right to sub-license these rights to its hosting, connectivity and telecommunications service providers.

5.2 The Buyer warrants to the Supplier that the use of the Buyer Data by the Supplier in accordance with the Contract will not:

- (a) breach the provisions of any law, statute or regulation;
- (b) infringe the Intellectual Property Rights or other legal rights of any person; or



- (c) give rise to any cause of action against the Supplier, in each case in any jurisdiction and under any applicable law.

6. Confidentiality

6.1 Each party (“**Recipient**”) shall:

- (a) keep the Confidential Information of the other party (“**Discloser**”) strictly confidential;
- (b) not disclose the Discloser’s Confidential Information to any person without the Discloser’s prior written consent, and then only under conditions of confidentiality no less onerous than those contained in these Terms and Conditions;
- (c) use the same degree of care to protect the confidentiality of the Discloser’s Confidential Information as the Recipient uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care; and
- (d) act in good faith at all times in relation to the Discloser’s Confidential Information.

6.2 Notwithstanding clause 6.1, the Recipient may disclose the Discloser’s Confidential Information to its officers, employees, professional advisers, insurers, agents and subcontractors who are bound by a written agreement or professional obligation to protect the confidentiality of such Confidential Information.

6.3 This clause 6 imposes no obligations upon the Recipient with respect to the Discloser’s Confidential Information that:

- (a) is known to the Recipient before disclosure under or in connection with the Contract, and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Recipient; or
- (c) is obtained by the Recipient from a third party in circumstances where the Recipient has no reason to believe that there has been a breach of an obligation of confidentiality.

6.4 The restrictions in this clause 6 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Recipient on any recognised stock exchange.

6.5 The provisions of this clause 6 shall continue in force for a period of five (5) years following the expiry or earlier termination of the contract, at the end of which period they will cease to have effect.

7. Data Protection

7.1 When used in this clause:



- (a) the terms “controller”, “processor”, “processing”, “personal data breach” and “personal data” have the meanings given to them in Data Protection Laws; and
- (b) “Buyer Personal Data” means any personal data provided by the Buyer to the Supplier in connection with the Services.

7.2 The parties agree that, in respect of any Buyer Personal Data that is provided by the Buyer to the Supplier then, for the purposes of the Data Protection Legislation, the Buyer is the controller, and the Supplier is the processor of such Buyer Personal Data.

7.3 The Supplier will, at all times:

- (a) process the Buyer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Contract and in accordance with the Buyer’s lawful written instructions from time to time;
- (b) ensure the reliability of all its personnel who have access to Buyer Personal Data and, in particular, ensure that any person authorised to process Buyer Personal Data in connection with the Contract is subject to a duty of confidentiality;
- (c) provide the Buyer, at the Buyer’s own expense, with reasonable co-operation and assistance in relation to the Buyer’s obligations and rights under Data Protection Legislation;
- (d) implement and maintain technical and organisational measures against the unauthorised or unlawful processing to, and the accidental loss or destruction of, or damage to, Buyer Personal Data;
- (e) promptly notify the Buyer, and provide such co-operation, assistance and information as the Buyer may reasonably require, if the Supplier:
 - (i) receives any complaint, notice or communication which relates to the processing of the Buyer Personal Data under the Contract or to either party’s compliance with Data Protection Legislation; or
 - (ii) becomes aware of any personal data breach unless it is unlikely to result in a risk to a data subject;
- (f) keep a written record of all processing of Buyer Personal Data carried out in the course of the Services and provide the Buyer or its third-party representatives a copy of the Supplier’s most recent audit results to demonstrate the Supplier’s compliance with its obligations as a processor under the Contract; and
- (g) destroy or, if required by the Buyer and at the Buyer’s cost, return all Buyer Personal Data that it processes acting on behalf of the Buyer and has in its possession and delete existing copies of such data unless applicable law requires storage of the Buyer Personal Data.

7.4 The Buyer warrants that it will comply with its obligations under the Data Protection Legislation.



8. Intellectual Property Rights

8.1 Nothing in the Contract shall operate to assign or otherwise transfer any Intellectual Property Rights from the Supplier to the Buyer, whether created prior to or during the Term.

8.2 All Intellectual Property Rights in any improvements, enhancements or other modifications to the Tool or the Services, whether or not created jointly with the Buyer, (“**Improvements**”) shall vest and remain vested in the Supplier.

8.3 Subject to clause 8.2, all Intellectual Property Rights in the output generated by the Tool when used by Buyer shall vest or remain vested in the Buyer.

8.4 At the Supplier’s request and expense the Buyer will perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Supplier reasonably considers necessary to vest ownership of any Intellectual Property Rights in any Improvements in the Supplier, or otherwise to give effect to this clause 8.

9. Charges

9.1 The Supplier shall invoice the Buyer for the Charges in accordance with the invoicing terms set out in the Order Form, and the Buyer shall pay each such invoice within thirty (30) days of receipt.

9.2 The Charges are exclusive of UK value added tax (VAT) or any other applicable sales tax, which will be added to the Charges and paid in accordance with clause 9.1.

9.3 The Supplier may increase the Charges by giving to the Buyer at least ninety (90) days' prior written notice, provided that any increases to the Charges shall only be effective following expiry of the then-current 12-month subscription period.

9.4 The Buyer acknowledges and agrees that if the Supplier is unable to collect payment of the Charges using the payment method selected by the Buyer, the Supplier may, without prejudice to its other rights (whether under the Contract or otherwise), suspend the provision of the Services with immediate effect and without any obligation to give prior notice of such suspension to the Buyer or to refund the Buyer for any Charges relating to the period of suspension.

10. Warranties

10.1 Each party warrants to other party that:

- (a) it has the legal right and authority to enter into the Contract and to perform its obligations under the Contract; and



- (b) it will comply with all applicable legal and regulatory requirements applying to the exercise of its rights and the fulfilment of its obligations under the Contract.

10.2 The Supplier warrants to the Buyer that:

- (a) it shall provide the Services with a reasonable degree of skill and care;
- (b) the Services shall in all material respects comply with the Service Definition so far as is reasonably practicable;
- (c) it has taken and shall continue to take all commercially reasonable steps to ensure that the Services will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
- (d) the Services will incorporate security features reflecting the requirements of good industry practice.

10.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in the Contract. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

11. Acknowledgements and warranty limitations

11.1 The Buyer acknowledges that, despite all reasonable commercial endeavours, complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of the Contract, the Supplier gives no warranty or representation that the Tool or the Services will be wholly free from defects, errors and bugs.

11.2 The Buyer acknowledges that, despite all reasonable commercial endeavours, complex software is never entirely free from security vulnerabilities; and subject to the other provisions of the Contract, the Supplier gives no warranty or representation that the Tool or the Services will be entirely secure.

11.3 Except to the extent expressly provided otherwise in the Contract, the Supplier does not warrant or represent that the Services or the use of the Services by the Buyer will be suitable for the Buyer's purposes, or will provide the Buyer with any return on investment, cost saving or other specific result or outcome.

12. Limitations and exclusions of liability

12.1 Nothing in this Agreement shall exclude or in any way limit the Supplier's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

12.2 Subject to clause 12.1, the maximum aggregate liability of the Supplier under or in connection with the Contract, or any collateral contract, whether in contract, tort (including negligence) or otherwise in connection with the Services, shall in no



circumstances exceed the amount paid to the Supplier under Contract or £250,000, whichever is the lesser.

12.3 Subject to clause 12.1, the Supplier shall not be liable under or in connection with the Contract or any collateral contract, whether in contract, tort (including negligence) or otherwise, for:

- (a) any loss of income, loss of profits or loss of contracts, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising; or
- (b) any loss or damage whatsoever and howsoever caused arising from or in any way connected with any oral representations or statements made by or on behalf of the Supplier in the course of providing the Services.

12.4 These Terms and Conditions set out the full extent of the obligations and liabilities of the Supplier arising out of or in connection with the Contract or any collateral contract, and there are no conditions, warranties, representations or terms, express or implied, that are binding on the Supplier except as specifically stated in the Contract. Any condition, warranty, representation or other term concerning the performance of the Services which might otherwise be implied to or incorporated in the Contract or any collateral contract, whether by statute, common law or otherwise, is hereby expressly excluded.

13. Force Majeure Event

13.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

13.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:

- (a) promptly notify the other; and
- (b) inform the other of the period for which it is estimated that such failure or delay will continue.

13.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

14. Termination

14.1 The Contract can be terminated by the serving of written notice by either party following a material breach by the other party of the Contract, which, only if capable of remedy, is not remedied within 30 days of either party informing the other that such remedy is required.



14.2 The Contract shall terminate immediately if:

- (a) either party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (b) either party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the purpose of solvent amalgamation or reconstruction;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction;
- (d) an application is made to court, or an order is made, for the appointment of an administrator or if notice of intention to appoint an administrator is given or if an administrator is appointed over either party;
- (e) a person becomes entitled to appoint a receiver over the assets of either party or a receiver is appointed over the assets of that party; or
- (f) either party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

14.3 Upon termination of Contract, each party shall ensure that all correspondence, documents, paper, data or any other property or information relating to or belonging to the other party, in its or its staff's possession or control will be returned to the other party.

15. Effects of termination

15.1 Upon the termination of the Contract, all of the provisions of the Contract shall cease to have effect, save that the following provisions of the Contract shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): clauses 1, 5, 6, 7, 8, 9, 12, 15, 17, 20, 21, 22, 24 and 25.

15.2 The termination of the Contract shall not affect the accrued rights of either party.

15.3 On termination of the Contract for any reason the Buyer must immediately pay to the Supplier any Charges in respect of Services provided to the Buyer before the termination of the Contract.

15.4 The Buyer agrees that it is the Buyer's responsibility to retrieve a copy of the Buyer Data within thirty (30) days of the date on which termination of the Contract is effective, following which date the Supplier is entitled to delete the Buyer Data without notice.

16. Marketing and Publicity



16.1 The Buyer agrees that the Supplier may refer to the Buyer as being a user of the Services in its marketing materials, press releases, or on its website.

17. Notices and Consents

17.1 Any notice or consent from one party to the other party under the Contract must be given by email using, in the case of the Supplier, contracts@carnallfarrar.com or, in the case of the Buyer, the email address set out in the Order Form.

18. Subcontracting

18.1 The Supplier may subcontract any of its obligations under the Contract, provided that the Supplier shall remain responsible to the Buyer for the performance of any subcontracted obligations.

19. Assignment

19.1 The Buyer must not assign, transfer or otherwise deal with its contractual rights and/or obligations under the Contract without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

20. No waivers

20.1 No breach of any provision of the Contract will be waived except with the express written consent of the party not in breach.

20.2 No waiver of any breach of any provision of the Contract shall be construed as a further or continuing waiver of any breach of that provision or any other provision of the Contract.

21. Severability

21.1 If a provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

21.2 If any unlawful and/or unenforceable provision of the Contract would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.



22. Third party rights

22.1 The Contract is for the benefit of the parties and is not intended to benefit or be enforceable by any third party.

23. Variation

23.1 The Contract may not be varied except in accordance with this clause 23.

23.2 Subject to clause 23.3, the Contract may be varied by means of a written document signed, including by electronic signature, by or on behalf of each party.

23.3 The Supplier may from time to time make changes to the Specification, provided that any such change shall not adversely affect the core functionality of the Services in any material respect.

24. Entire agreement

24.1 The Contract shall constitute the entire agreement between the parties in relation to its subject matter, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

24.2 Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Contract.

24.3 The provisions of this clause 24 are subject to clause 12.1.

25. Law and jurisdiction

25.1 The Contract and all disputes or claims arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

25.2 Any disputes relating to the Contract or its subject matter or formation (including noncontractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England.



Appendix - Support Policy

1. Onboarding

1.1 The Supplier provides the following support in connection with onboarding the Services:

- (a) Mobilisation: we would work with users to confirm the objectives and expected outputs of the tool.
- (b) Data collection: we will issue a data request to meet the specification and outputs agreed, and in parallel work with the Information Governance team to ensure the correct IG arrangements are in place and are compliant with GDPR requirements. We would then work with information teams to get the data itself, beginning with historic data and then setting up forward data feeds.
- (c) Data loading and validation: once we have received all the data, we would load it into the tool ready for validation. We would then work with local information teams to ensure that the initial outputs from the tool are in line with the data provided.
- (d) Embedding and socialising: we will introduce local teams to the tool, provide training materials, and advise on its integration into local processes and working practices.

2. User Support

2.1 The Buyer can contact the Supplier's helpdesk between 09:00 and 17:00 UK time on Business Days to request support with use of the Tool by sending an email to gcloudhelpdesk@carnallfarrar.com.

2.2 The Supplier will verify the Buyer's request before logging the support request as an incident and issuing a support ticket.

2.3 The Supplier will use all reasonable endeavours to resolve incidents within one Business Day.

2.4 The initial on-boarding process consists of clients receiving a detailed Welcome Pack which outlines the implementation process for the tool. An initial mobilisation discussion is set up with the client to set the scope and agree a detailed and customised implementation project plan. CF provide a training guide and three "train the trainer" sessions.

2.4 Ongoing user support is available as a core analytical support package: data-hosting, processing, regular refresh. Data updates can be integrated from any participating system organisations (e.g., Acute, ICS, PCN, Local Authorities, Mental Health, Community, Ambulance) on a weekly or monthly basis respectively.

2.5 In addition, clients can choose from one of several optional consultancy support packages



3. Data Upload

3.1 The Supplier provides support for data uploads as follows:

- (a) for Gold package, a daily (where appropriate) and weekly data refresh;
- (b) for Silver package, a monthly data refresh; and
- (c) for Bronze package, a one-time data upload as part of the initial onboarding.

4. Upgrades

4.1 The Supplier maintains a roadmap of functionality upgrades, based on user input and feedback.

