



Terms and Conditions of Services

The following terms and conditions represent the standard terms and conditions for the Dermicus platform. These would be utilised in full in any agreement made outside of G-Cloud 15. As such they represent the indicative service and associated terms that any prospective buyer of services via this G-Cloud 15 framework should expect during call off clarification. Omda Dermicus is fully aware of the order of precedence set out in the framework agreement and accepts that in any conflict between the Omda Dermicus terms and any provisions of the framework or call off agreement, the terms of the framework agreement and its associated documents shall prevail. Omda Dermicus will work with any prospective buyer at the call off stage to ensure that the appropriate terms are suitably converted into the Call Off Contract. Should you have any questions about how the Dermicus platform terms shall be implemented in a Call Off Contract please do not hesitate to contact us.

[Agreement Title]

Date of Agreement	[1 st January 2026]
Supplier	Omda Dermicus AB
Customer	[insert customer]

Agreement

The Agreement sets out the Terms and Conditions and specific arrangements that the Parties have agreed for the provision of various services.

BETWEEN:

OMDA DERMICUS AB (Org nr. 556979-2822), who's address is at Sankt Eriksgatan 5, 41105 Gothenburg, Sweden; ("Company")

And

Customer details to be completed: who's address is at [insert address] hereinafter referred to as the "Customer",

1. Commencement Date of the Agreement

- 1.1. This agreement will enter into force on [INSERT DATE] ("Agreement Commencement Date")

2. Term

- 2.1. This agreement shall remain in place for a period of [xx months] Should the Customer wish to extend this Agreement then this will be done so using the provisions of Clause 12 of this Agreement and by providing the company with 3 months written notice.
- 2.2. Should the Customer not provide written notice of its intention to exit this Agreement before the 3 months' notice period then this Agreement shall automatically be renewed for an equal period to the initial Term at the rates set out in Schedule 1.

3. Definitions

- 3.1. In this Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Clause 3 (Definitions):

Term	Definition
Agreement	This Contract comprising of the Clauses, the Schedules and any Annexes or Appendices hereto
Agreement Date	refers to the date of signature of this Agreement
Area	area where the Customer is entitled to for Dermicus
Backend system	server where data is stored
Commencement Date	The mutually agreed date the Parties agree to start the cooperation and begin the provision of services.

Term	Definition
Confidential Information	means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Agreement including any procurement process which is: • Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; • designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or • Policies and such other documents which the Supplier may obtain or have access to through the Authority's intranet;
Customer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer (Personal Data shall have the same meaning given in the GDPR).
Data Controller	shall have the same meaning as set out in the GDPR
Data Loss Event	Any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Processor	shall have the same meaning as set out in the GDPR
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy
Data Protection Officer	Takes the meaning given in the UK GDPR.
Data Subject	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data

Term	Definition
Dermicus	the digital platform that offers services and products in the healthcare sector.
Force majeure	refers to a natural and unavoidable catastrophes event that interrupts the expected course of events and restricts the Party's from fulfilling obligations under this Agreement
Freedom of Information Act	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking under the same or similar circumstances
Know-how	knowledge, experience, data, program code, models and descriptions and all other information related to the Product Dermicus.
Personal Data	shall have the same meaning as set out in the GDPR
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Processing	Takes the meaning given in the UK GDPR.
Processor Personnel	means all directors, officers, employees, agents, consultants and Suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Framework Agreement.
Products	devices or services such as a dermascope, an iPhone or compatible smartphone or tablet computer and mobile network or Wi-Fi connectivity, either provided by the Company or a third party under a separate agreement.
Service Credit	the sums payable in respect of the failure by the Company to meet one or more Service Levels as specified in Clauses 8 and 9 of this Agreement

Term	Definition
Service Levels	the levels of service required to be provided, as prescribed in Clauses 8 and 9 of this Agreement.
Services	The services as set out in Clauses 5 to this Agreement with the associated charges set out in Schedule 1
Subprocessor	Any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.
Support	support function by E-mail or phone – weekdays 08.00–17.00 (excluding UK Public and Bank Holidays UK public holidays) for immediate action, if possible, or to determine the next step in the troubleshooting / analysis.
Teledermatology Platform	refers to the Company secure platform known as Dermicus
The Brand	is Dermicus
Third Party	a company of complimentary devices or services to this Service Agreement
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).

4. Due Diligence

4.1. The Customer acknowledges that:

- 4.1.1 the Company has delivered or made available to the Customer all of the information and documents that the Customer considers necessary or relevant for the performance of its obligations and the Services under this Agreement;
- 4.1.2 it has raised all relevant due diligence questions with the Customer before the Agreement Commencement Date;
- 4.1.3 it has satisfied itself of all relevant details, including but not limited to, details relating to the following;
 - 4.1.3.1 operating processes and procedures and the working methods of the Company and its services;
 - 4.1.3.2 ownership, functionality, capacity, condition and suitability for use in the provision of the Goods and/or Services of the Customer Assets; and

- 4.1.3.3 existing or required contracts including any licences, support, maintenance and other agreements relating to the Services
- 4.1.4 it has undertaken all necessary due diligence and has entered into this Agreement in reliance on its own due diligence alone; and
- 4.1.5 it shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor shall the Customer be entitled to recover any additional costs or charges, arising as a result of any:
- 4.1.6 unsuitable aspects of the Operating Environment, software or Services;

5. Provision of the Services

- 5.1. The Services provided under this Agreement are set out in this Clause 5 of the Agreement to the extent that the Customer has requested the Services and agrees to pay the Charges as set out in Schedule 1 to this Agreement.

Customer Obligations

- 5.2. The Customer acknowledges and agrees that the Company relies on the skill and judgment of the Customer in the use of the Services and the performance of its obligations under this Agreement.
- 5.3. The Customer shall perform its obligations under this Agreement in accordance with:
 - 5.3.1 all applicable Law;
 - 5.3.2 good industry practice;
 - 5.3.3 its own ICT and Security Policies if so required
 - 5.3.4 its own established procedures and practices to the extent the same do not conflict with the requirements of this Agreement.
- 5.4. provide the Company with such assistance as the Company may reasonably require during the Agreement period in respect of the supply of the Services;
- 5.5. gather, collate and provide such information and co-operation as the Company may reasonably request for the purposes of ascertaining the Customers compliance with its obligations under this Agreement.

Training

- 5.6. the Company shall agree a list of individuals and organisations that require training on Dermicus and any associated equipment in advance of the commencement of the Services.
- 5.7. both parties shall jointly ensure and record that the Customer completes the Company's induction training.

- 5.8. The Customer shall ensure that all users have completed the training prior to permitting access to the Dermicus platform.
- 5.9. all new Customer staff appointed throughout the Term of the Agreement shall also complete the induction training at the agreed charges agreed between the Parties set out in Schedule 1
- 5.10. The provision by the Company of training on the Dermicus platform and associated devices does not infer or warrant acceptance of any clinical risk, action or decision taken by the Customer.

6. Licences

- 6.1. this Clause 6 sets out the standard licence terms granted by the Company to the Customer and in respect of the software provided as part of the Services under this Agreement,
- 6.2. the Company offers the Services to facilitate and improve communication, documentation and education in the healthcare sector.
- 6.3. the Company has developed and owns the intellectual property rights of manufactured products and related services through the digital platform Dermicus
- 6.4. through the Dermicus platform, the Company offers the Customer a number of services to facilitate and improve communication and documentation as well as education in the healthcare sector.
- 6.5. through the Dermicus platform, the Customer can be offered several services such as Teledemoscopy, Image Documentation, Wound Care, Research, Development and Education (R & D).

Terms (right of use)

- 6.6. the Company hereby grants to the Customer, under the terms of this Agreement, a non-exclusive license that includes the Customer's right to provide, through the Dermicus platform, the Services, in accordance with this Agreement,
- 6.7. the licence is granted for the Term of this Agreement whilst the charges as set out in Schedule 1 paid and shall not survive the termination or expiry of the Agreement.
- 6.8. this Agreement is conditional upon the Parties at the same time meeting the NHS requirements on the processing of personal data.
- 6.9. this Agreement covers the specific services offered through the Dermicus platform and the Services that the Customer has chosen to use, as set out in Clause 5 and Schedule 1.

- 6.10. the Customer undertakes to notify its employees under this Agreement of the terms and conditions of confidentiality as well as the special rules that apply in accordance with this Agreement for the information that will be handled in accordance with this Agreement.
- 6.11. the Customer is not entitled to designate sub Customers without the written consent of the Company.
- 6.12. the Customer shall comply with all quality requirements imposed by Company from time to time regarding the Services.
- 6.13. the Customer shall notify the Company immediately upon any infringement or suspected infringement of the intellectual property rights covered by this Agreement as soon as the relationship has come to the notice of the Party.
- 6.14. the Customer shall have full and exclusive liability for all of its activities relating to the services that are attributable to this Agreement.

Products and training

- 6.15. a requirement of this Agreement is that users must have completed basic education in Dermatoscopy, delivered by the Company, under the terms of this Agreement.
- 6.16. the Customer is informed that, for this Agreement, the Customer is to acquire the following products / services either through a separate agreement with the Company or a third-party company of other the products.
 - 6.16.1 Smartphone (model in accordance with Company's instructions)
 - 6.16.2 Dermatoscope adapted for the above selected smartphone
 - 6.16.3 SIM card or Wi-Fi connectivity for smartphone
- 6.17. Dermicus is recommended to be used on a managed Smartphone by the Company

Software / Licence Support

- 6.18. under the terms of this Agreement, the Company undertakes to maintain a service platform as follows:
 - 6.18.1 support includes administration, troubleshooting, the application of bug fixes and upgrades and suggested action to achieve the full functionality of the Service.
 - 6.18.2 support for the Services will be by a response to the Customer within 8 hours on weekdays from 08:00 to 17:00, except for UK public holidays, for immediate action if possible, or to determine the next step in troubleshooting / analysis.

- 6.19. the Company will provide the Customer with enhancements, as Customer updates, during the term of Agreement to maintain full functionality assigned to the platform.

7. Standards

- 7.1. the Customer shall always during the Agreement comply and maintain, where applicable, accreditation with the relevant business and clinical standards' authorisation body.

8. Service Levels

- 8.1. The Company shall at all times during the Agreement Period provide the Dermicus platform using a high availability hosting platform.
- 8.2. The Company shall use its reasonable endeavours to ensure availability of 99.9% uptime for the Dermicus Platform.
- 8.3. The Company shall provide all Services in accordance with Good Industry practice.
- 8.4. If the Customer is not satisfied with the service levels it is receiving, the parties shall meet to discuss and agree any remedial action necessary.

9. Business Continuity and Disaster Recovery

- 9.1. Business continuity and disaster recovery shall be the responsibility of the Customer in all cases. The parties may agree to work together to mutually understand each other's needs.

10. Records

- 10.1. the Company shall keep and maintain for two (2) years after the Agreement expiry date (or as long a period as may be agreed between the Parties or by Law), full and accurate records and accounts of the operation of this Agreement including the Services provided under it and the amounts paid by the Customer.

11. Changes to the Agreement

- 11.1. a Party may request a change to this Agreement completing, signing and sending written notification by letter or email to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed change and any additional cost that may be incurred.
- 11.2. any change shall be considered in good faith and shall be completed in good faith and shall include:
- 11.2.1 details of the impact of the proposed changes on the Services and the Company's ability to meet its other obligations under this Agreement;
- 11.2.2 details of the cost of implementing the proposed change;

- 11.2.3 details of the ongoing costs required by the proposed change when implemented, including any increase or decrease in the Agreement charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 11.2.4 a timetable for the implementation, together with any proposals for the testing of the change; and
- 11.2.5 such other information as the Customer may reasonably request in (or in response to) the change request.
- 11.3. in the event that the Company is unable to agree to or provide the change; and/or the Parties are unable to agree a change to the Agreement, the Parties may agree to continue to perform their respective obligations under this Agreement without the change;
- 11.4. if the Parties agree the change, the Company shall implement such change and be bound by the same provisions so far as is applicable, as though such change was stated in this Agreement.
- 11.5. changes to, and additions to this Agreement shall be binding in writing and signed by the Parties

12. Charges, Payment, VAT, and Invoicing

- 12.1. in consideration of the Company carrying out its obligations under this Agreement, including the provision of the Goods and/or Services, the Customer shall pay the undisputed Agreement charges in accordance with the pricing, payment profile and the invoicing procedure set out in Schedule 1 to this Agreement
- 12.2. the Agreement charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid invoice.
- 12.3. all invoices should be sent to the Customer billing address as set out below
 - 12.3.1 Customer Invoice Address: --[insert address]
- 12.4. the Customer shall pay all sums properly due and payable to the Company in cleared funds within thirty (30) days of receipt of an invoice, submitted to the address specified by the Customer in this Agreement.

13. Intellectual Property Rights

- 13.1. except where expressly granted elsewhere under this Agreement, the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights (IPR) of the Company or its background IPR, third party IPR; and project specific IPR.

14. Transfer of Agreement

- 14.1. the Customer's rights and / or obligations under this Agreement may not, in whole or in part, be transferred or pledged without the Company's written consent.

15. Exit Management and Assistance

- 15.1. the Company shall have no responsibility to provide or assist the Customer with;
 - 15.1.1 any re-tendering of the good or services
 - 15.1.2 the provision or creation of an exit plan or planning activities
 - 15.1.3 termination or transition assistance service
 - 15.1.4 supporting the Customer leading up to and covering the Agreement expiry date and the transfer of service provision to the Customer and/or a replacement company.

16. Termination

- 16.1. each Party has the right to terminate this Agreement immediately only:
 - 16.1.1 if the other Party violates its obligations under the Agreement; or
 - 16.1.2 if the other Party is bankrupt, conducts a hearing, liquidation proceedings, or otherwise it may be assumed to be insolvent.
- 16.2. termination shall be made without undue delay after the circumstance invoked has become known to the effected Party or should they have been made aware of it.
- 16.3. termination without cause or for convenience by the Customer shall not apply to this Agreement. Should the Customer wish to terminate this agreement then the full fees as set out in this Agreement become payable.
- 16.4. the Company may only terminate for Customer cause for failure to pay the charges set out in this agreement including all overdue and undisputed sums.
- 16.5. the Company shall not suspend the supply of the Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).
- 16.6. upon termination of the Agreement, the Company shall cease to use the Dermicus platform and Dermicus related Services under this Agreement.
- 16.7. in connection with the termination of the Agreement, the Customer shall return all documentation and equipment, software / code etc. used by the Customer and covered by the Agreement

17. Notice of Termination

- 17.1. cancellation or other notices shall be by courier, registered letter to the addresses or addresses of the parties in this Agreement.
- 17.2. the message shall be deemed to have been received by the recipient two days after delivery for postal service
- 17.3. it is incumbent on a Party to promptly announce change of address and changed telephone and e-mail address.

18. Confidentiality

- 18.1. the Parties undertake not to disclose to third Party's Confidential Information that is covered by the contents of this Agreement its Schedules
- 18.2. confidentiality applies in addition to the Parties also to those employees who work together with the Party under this Agreement.
- 18.3. it is the responsibility of the Customer to ensure that employees or contractors who are likely to come into contact with Confidential Information, under this Agreement, will simultaneously be bound to enforce this information to the same extent as Party itself under this Agreement.
- 18.4. The provisions of Confidential Information apply for an unlimited period of time
- 18.5. either party shall immediately notify the other Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Party's confidential information.
- 18.6. either Party shall be entitled to disclose Confidential Information of the other Party where:
 - 18.6.1 the recipient is required to disclose the confidential information by Law, provided that Clause 20 (Freedom of Information) shall apply to disclosures required under the FOIA;
 - 18.6.2 any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Agreement;
 - 18.6.3 if either party is required by Law to make a disclosure of Confidential Information, the Party's shall as soon as reasonably practicable and to the extent permitted by Law notify the other Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

19. Freedom of Information

- 19.1. the Company acknowledges that the Customer is subject to the requirements of the FOIA. The Company shall:

- 19.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its information disclosure obligations under the FOIA;
 - 19.1.2 transfer to the Customer all requests for information relating to this Agreement that it receives as soon as practicable and in any event within five (5) working days of receipt;
 - 19.1.3 provide the Customer with a copy of all information belonging to the Customer requested in the request for information which is in its possession or control in the form that the Customer requires within five (5) working days of the Customer's request for such Information; and
 - 19.1.4 not respond directly to a request for information unless authorised in writing to do so by the Customer.
- 19.2. the Company acknowledges that the Customer may be required under the FOIA to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Company. The Customer shall take reasonable steps to notify the Company of a request for information to the extent that it is permissible and reasonably practical for it to do
- 19.3. the Customer shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA.

20. Processing Data

- 20.1. The Parties acknowledge that for the purposes of the Data Protection Legislation Dermicus AB shall be the Data Processor and the Customer shall be the Data Controller.
- 20.2. The parties shall agree and specify in Schedule 4 (Processing Personal Data) which scenario they think shall apply in each situation.
- 20.3. Dermicus agrees that it is only authorised to undertake processing in accordance with the instructions set out in Schedule 4.
- 20.4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 20.5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - 20.5.1 a systematic description of the envisaged Processing and the purpose of the Processing;

- 20.5.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - 20.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 20.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 20.6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Framework Agreement:
- 20.6.1 Process that Personal Data only in accordance with Schedule 4 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 20.6.2 ensure that it has in place Protective Measures, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - 20.6.2.1 nature of the data to be protected;
 - 20.6.2.2 harm that might result from a Data Loss Event;
 - 20.6.2.3 state of technological development; and
 - 20.6.2.4 cost of implementing any measures;
 - 20.6.3 ensure that:
 - 20.6.3.1 the Processor Personnel do not Process Personal Data except in accordance with the Customer's written instructions;
 - 20.6.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - 20.6.3.2.1. are aware of and comply with the Processor's relevant duties under this Agreement (Confidentiality and FOIA);
 - 20.6.3.2.2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - 20.6.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party

unless directed in writing to do so by the Controller or as otherwise permitted by the Framework Agreement; and

20.6.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data;

20.6.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

20.6.4.1 the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

20.6.4.2 the Data Subject has enforceable rights and effective legal remedies;

20.6.4.3 the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

20.6.4.4 the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

20.6.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

20.7. The Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Agreement if it:

20.7.1 receives a Data Subject Request (or purported Data Subject Request);

20.7.2 receives a request to rectify, block or erase any Personal Data;

20.7.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

20.7.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Framework Agreement;

20.7.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

- 20.7.6 becomes aware of a Data Loss Event.
- 20.8. The Processor's shall continue to provide relevant information to the Controller as details become available.
- 20.9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 20.9.1 the Controller with full details and copies of the complaint, communication or request;
 - 20.9.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 20.9.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 20.9.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 20.9.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 20.10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement.
- 20.11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 20.12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 20.13. Before allowing any Sub-processor to Process any Personal Data related to the Framework Agreement, the Processor must:
 - 20.13.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 20.13.2 obtain the written consent of the Controller;
 - 20.13.3 enter into a written agreement with the Subprocessor which give effect to the terms set out in this Clause 21 such that they apply to the Subprocessor; and
 - 20.13.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

- 20.14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 20.15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

21. Liability

Financial Limits

- 21.1. each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement.
- 21.2. the Company's total aggregate liability in respect of Service Credits; and compensation in relation to any defaults occurring from this Agreement shall be a maximum one hundred and fifty per cent (150%) of the total Agreement charges;

Non-recoverable Losses

- 21.3. neither Party shall be liable to the other Party for any:
 - 21.3.1 indirect, special or consequential loss;
 - 21.3.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
 - 21.3.3 any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the default;
 - 21.3.4 any wasted expenditure or charges;
 - 21.3.5 the additional cost of procuring replacement Services for the remainder of the Agreement period and/or replacement deliverables, which shall include any incremental costs associated with such replacement Services and/or replacement deliverables above those which would have been payable under this Agreement;
 - 21.3.6 any compensation or interest paid to a third party by the Customer; and
 - 21.3.7 any fine, penalty or costs incurred by the Customer pursuant to Law.

22. Force Majeure

- 22.1. subject to the remainder of this Clause 23, a Party may claim relief from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure event.

- 22.2. any failure or delay by the Company in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-Contractor or Company shall be regarded as due to a Force Majeure Event only if the Company is itself impeded by a Force Majeure event from complying with an obligation to the Company.
- 22.3. the affected Party shall as soon as reasonably practicable issue a Force Majeure notice, which shall include details of the Force Majeure event, its effect on the obligations of the affected Party and any action the affected Party proposes to take to mitigate its effect.

23. Relationship of the Parties

- 23.1. nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

24. Notices and Contacts

- 24.1. except as otherwise expressly provided within this Agreement, any notices sent under this Agreement must be in writing. For the purpose of this Agreement, an e-mail is accepted as being "in writing".
- 24.2. All notices must be addressed to the following individuals

COMPANY	CUSTOMER
Daniel Eliasson Phone: +46 760405012 E-mail: daniel.eliasson@omda.com	[TO BE COMPLETED BY CUSTOMER]

25. Entire Agreement

- 25.1. this Agreement and the documents referred to in it constitute the entire Agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

26. Dispute Resolution

- 26.1. the representative of the Customer and the Company representative shall attempt in good faith to resolve any dispute
- 26.2. the Parties shall resolve disputes arising out of or in connection with this Agreement in good faith and accordance with a procedure agreed between the parties at the time of any dispute arising.

- 26.3. the Company shall continue to provide the Services in accordance with the terms of this Agreement until a dispute has been resolved.
- 26.4. disputes arising from this agreement may not be referred to court but shall be decided by either mediation, arbitration, commercial negotiation or expert determination. The process and timescales for these activities shall be determined by the Parties at the time of the dispute.
- 26.5. the dispute procedures will take place in England and Wales.

27. Legal Jurisdiction

- 27.1. this Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

28. Signatures of the Parties

- 28.1. from this Agreement, two original copies have been prepared and exchanged between the Parties.
- 28.2. each Party represents and warrants that it has full capacity and authority to enter into and to perform this Agreement;

For and on behalf of the Company (OMDA DERMICUS AB):

Name and Title	Daniel Eliasson CEO
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

Schedule 1 – Charges

1. Charges

- 1.1. In return for the rights granted to Customer under this Agreement, the Customer shall pay the charges set out in this Schedule 1
- 1.2. invoicing shall be 6 monthly in advance.
- 1.3. full payment of the invoiced amount must be made within 30 days of the invoice date. Delayed payments are subject to additional interest according to the Swedish reference rate + 8% per month commenced and a delay fee of SEK 500.

2. Training and Dermicus Charges

- 2.1. The following charges for the Dermicus Platform shall be paid as per the provisions of Clause 12.

Description of Services	Term of Agreement (Months)	Total Charge (Excluding VAT)
		£

- 2.2. A one-off Fee of [£xxx] shall be charged for the Training of the named individuals and organisations as set out in Schedule 2

Number of trained Individuals	Charge per person	Total Charge (Excluding VAT)
	£	£

- 2.3. all future and additional training and re training shall be undertaken by the Company at a rate of [£xxx] per person

Schedule 2 – Training Plan

1. Training Attendees

1.1. The parties shall complete this section at the point of signature

2. Training Plan and Outcomes

2.1. The parties shall complete this section at the point of signature

Schedule 3 – Change Agreement Template

Title of Agreement Being Varied	
Variation Number	
Change Requestor	[Dermicus/Customer]
Details of Required Change	
[insert details]	
Does this Change alter the charges?	[yes/no]
Details of the Financial Changes to this agreement	
[insert details or n/a]	
Approvals	
On behalf of Dermicus AB	
Name	
Role	
Signature	
Date	
On behalf of the Customer	
Name	
Role	
Signature	
Date	

Schedule 4 – Data Processing Instructions

1. Data Protection Officers

- 1.1. The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**
- 1.2. The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**

2. Controller's Written Instructions

- 2.1. 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 2.2. 1.4 Any such further instructions shall be incorporated into this Schedule.

Descriptions	Details
Identity of Controller for each Category of Personal Data	The parties agree and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: [insert data]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Please be as specific as possible, but make sure that you cover all intended purposes.] The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction

	of data (whether or not by automated means) etc. The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]
Type of Personal Data	[Enter type of Personal Data. Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Enter categories. Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]