

DATED [date] **2025**

(1) Priority Digital Health Limited

(2)

LICENCE, HOSTING, SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made the [date] 2023

BETWEEN:

- (1) Priority Digital Health Limited a company registered in England and Wales under number 10510683 whose registered office is at St John's Innovation Centre, Cowley Road, Cambridge CB4 0WS ("**the Licensor**") and
- (2) XXX (registered company number XXX) of, ("**the Licensee**")

(each a "**Party**" and together the "**Parties**")

WHEREAS:

- (1) The Licensee is an [independent health services] organisation and is [contracted to provide a number of services] in England. xxxxxxxxxxxxxx
- (2) The Licensor has developed and owns certain computer software, software applications, know-how and expertise and has agreed to provide these (on a non-exclusive licence basis) together with the Website Development, Support, Hosting and Maintenance Services ("**Service**" or "**Services**") to the Licensee and their Customer.

NOW IT IS AGREED as follows:

1. Definitions

- 1.1. In this Agreement, unless inconsistent with the context or otherwise specified the following definitions will apply:

"Achieve"	means in respect of a Milestone, the issue of a Milestone Achievement Notification in respect of that Milestone, and " Achieved " and " Achievement " shall be construed accordingly;
"Basic Enhancements"	changes or additions to the Licensed Programs from time to time, including any Error Corrections or security improvements or aesthetic and visual changes, which are logical improvements to the Licensed Programs. Basic Enhancements include only those improvements that are made available at no additional cost to the Licensee;
"Business Day"	means day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Change"	means a change to the Services from the Go-Live Date;

“Change Control Procedure”	means the procedure for changing the services as set out in Schedule 5 (Change Control Procedure);
“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 Contract which is: (a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; (b) 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 (c) Policies and Programmes or such other documents which the Licensor may obtain or have access to from the Licensee;
“Confidential Patient Information”	As defined in section 251 (11) of the National Health Service Act 2006. It is information about any patient, alive or dead, that meets the following 3 requirements. It meets the definition if the information: • is identifiable or likely to be identifiable, for example from other data likely to be held by the person or organisation receiving the data - if a patient could be identified from it • was given in circumstances where the individual is owed an obligation of confidence • conveys some information about the physical or mental health or condition of an individual, a diagnosis of their condition, or information on their care or treatment. Patients are entitled to expect an obligation of confidence from the health and care services they receive;
“Customer”	Integrated Care Board (ICB) also referred to as the Commissioning Body and / or Local Authority who commissions the Licensee.
“Data Protection Guidance”	Means the United Kingdom Data Protection Legislation regarding information governance and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and any applicable guidance, guidelines, direction or determination, This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, the UK Health Security Agency and the Information Commissioner;
“Documentation”	the operating manuals, user instructions, technical literature and all other related materials supplied by the Licensor for use by the Licensee for aiding the use and application of the Licensed Programs for the delivery of the Service(s);
“Effective Date”	the date this Agreement is signed by both Parties;
“Error”	any failure of the Licensed Programs to substantially conform to the specifications included in the Documentation;
“Error Correction”	a software modification or addition that, when made or added to the Licensed Programs, establishes material conformity to the specifications in the Documentation;
“Fees”	the fees for the Licence of the Licensed Programs, and for the installation, customisation, hosting, maintenance and support services to be provided

	under this Agreement and the SLA, as specified in Schedule 4, the Fees and Payment Schedule;
“Go Live Date”	means [to be defined- this should link to Schedule 1A];
“Group Company”	means in respect of the Licensee, its subsidiaries, its holding companies and any subsidiaries of its holding companies, as such terms are defined in section 1159 of the Companies Act 2006, and its subsidiaries or partners shall also include where relevant all Limited Liability Partnerships of which HCRG Care Limited or its subsidiaries is a member;
“Hosting Service”	means, collectively, all components of the Licensed Programs, hosting service and infrastructure as described in Schedules 1 and 2;
“Hosting Hardware”	means any and all computer and networking equipment used by or on behalf of the Licensor in the provision of the Hosting Service including, but not limited to, servers and network infrastructure on which the Licensed Programs are installed and in operational use;
“Implementation Plan”	means the detailed project implementation plan describing the Implementation Services and providing a timeframe for development, implementation and deployment of the Licensed Programs as further described in Schedule 1A;
“Implementation Services”	means the Services detailed in Clause 6 and Schedule 1A (The Implementation Services);
“Intellectual Property Rights”	utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;
“Insolvency Event”	means circumstances in which: (a) the Licensor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or, being a company or limited liability partnership, is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (b) the Licensor 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 (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Licensor with one or more other companies or the solvent reconstruction of that other party; or (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensor (being a company, limited liability partnership or partnership) 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 of that other party; (d) application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensor (being a company, partnership or limited liability partnership); (e) the holder of a qualifying floating charge over the assets of the Licensor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (f) a person becomes entitled to appoint a receiver over the assets of the Licensor or a receiver is appointed over the assets of the Licensor; (g) a creditor or encumbrancer of the Licensor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or (h) the Licensor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
“Licensed Program Materials”	the Licensed Programs, and the Documentation;
“Licensed Programs”	the systems, applications and computer programs (including the Website, Supported Software and related programs and applications) to be delivered by the Licensor under this Agreement and as specified in Schedules 1 and 2, and all subsequent releases and versions thereof;
“Major Enhancements”	changes or additions to the Licensed Programs following the Go Live Date, other than an Error Correction or Basic Enhancement, that (i) contain significant new features; and (ii) may be priced and offered to the Licensee separately as optional additions to the Licensed Programs;
“Medical Provider”	GPs, Health Visitors, Healthy Family Practitioners, and other health professionals within the jurisdiction of and retained by the Licensee to assist in delivering its service(s);
“Milestone Achievement Notification”	means the formal notification provided by the Licensee to the Licensor when the Licensor has Achieved a Milestone;
“Milestones”	an event or task described in the Implementation Plan which must be completed by the relevant Milestone Date;
“Milestone Dates”	the milestones dates set out against the relevant Milestones in the Implementation Plan;
“Milestone Payments”	the milestones payments set out in Schedule 4 (Fees and Payment);
“Minimum Requirements”	this the detailed embedded specification in Schedule 2 agreed between the Licensor and Licensee which sets out the Licensee’s minimum requirements regarding the Services and is incorporated into the Specification;
“Normal Support Hours”	from Monday through to Friday and from 0900 to 1730 (excluding national holidays);
“Relevant Requirements”	has the meaning given to it in Clause 23;

“Service(s)”	means all or any of the services provided by the Licensor to the Licensee, as set out in Clause 2 or further detailed in the Specification;
“SLA”	means the Service Level Agreement entered into between the Licensor and the Licensee on [DATE] for the provision of [Support and Maintenance Services] in connection with this Agreement;
“Specification”	the specification of the functionality of the Licensed Programs and Hosting Hardware describing the facilities and functions thereof mentioned in Schedules 1 and 2 (including the Minimum Requirements), together with any releases or enhancements of software that are made generally available to the Licensee from time to time;
“Support and Maintenance Services”	support and maintenance services of the Licensed Programs and infrastructure and monitoring and maintenance services to be provided by the Licensor including analysis, coding, testing, and release of corrections to software faults. Maintenance shall be within reasonable limits, as determined by the Licensor, and does not include requests for basic product training or technical consulting;
“Supported Software”	means the Licensor’s Software as specified in Schedule 1 for installation by the Licensor on the devices and systems of and for the use of the Medical Providers being part of the service (s);
“Term”	has the meaning given to it in Clause 3;
“Training”	the programme of training specified in Schedule 3 (Training);
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58 EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2013 (SI 2003/2426) as amended.
“Use the Licensed Program Materials”	to Use the Licensed Programs, and to read and possess the Documentation in conjunction with the use of the Licensed Programs;
“Use the Licensed Programs”	to read or use all or any part of the Licensed Programs and to load the Licensed Programs on the Equipment for the storage and running of the Licensed Programs;
“VAT”	value added tax imposed by the Value Added Tax Act 1994 chargeable in the UK;
“Website”	means the website and holistic assessment for the service(s) which the Licensor has developed as agreed with the Licensee for use by the Licensee as appropriate and refers to any and all parts of that website including, but not limited to, component files (both functional and, if applicable, aesthetic) and code, and related services such as email and SMS and booking functionality if applicable and as may be detailed in Schedule 1;
“Website Development Services”	means the Services as detailed in the Specification;

In this Agreement unless the context otherwise requires:

- 1.2.1 words importing the singular number include the plural number and vice versa;
 - 1.2.2 words importing persons include firms, companies and corporations and vice versa;
 - 1.2.3 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
 - 1.2.4 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
 - 1.2.5 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;
 - 1.2.6 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
 - 1.2.7 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done respectively; and
 - 1.2.8 any Party who agrees to do something will be deemed to fulfil that obligation if that Party procures that it is done.
- 1.3. In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in Schedules shall take precedence.

2. Services to be Provided

In consideration of the payment by the Licensee of the Licence Fees, the Licensors agree to:

- 2.1. provide all Services in accordance with the Specification, including the Minimum Requirements;
- 2.2. provide the Website Services [delete if not applicable];
- 2.3. licence and hereby licences to the Licensee the Licensed Programmes, on a non-exclusive basis, for use by the Licensee. As such the Licensed Programmes are customised to enable the Licensee to deliver its Services;
- 2.4. to supply a hosted "Supported Software" and, where appropriate or required, installation of "Access Software" on the devices and systems of Medical Providers;
- 2.5. provide the Support and Maintenance Services to the Licensee (as appropriate);
- 2.6. provide training and operating manuals to the Licensee as appropriate;
- 2.7. provide any other services referred to in this Agreement upon the stated terms and conditions;
- 2.8. attend meetings and work collaboratively with the Licensee as reasonably required.

3. **Term**

3.1 The Agreement shall take effect on the Effective Date [and shall remain in force for a period of XXX (XXX) months from the Go Live Date. The Licensee may extend for a period of up to a further XXX years, unless and until terminated in accordance with any of the provisions of clause 18 or any other clause of this Agreement ("Term").]

4. **Payment**

4.1 The provisions of Schedule 4 (Fees and Payment) shall apply.

4.2 The Licensee shall pay the Licence Fees and all other relevant fees including implementation charges by electronic transfer within 30 days of receipt of valid invoices from the Licensor.

4.3 The Licence Fees payable under this Agreement are exclusive of VAT, which shall be payable by the Licensee in addition to the Licence Fee at the applicable rate against submission of a valid tax invoice.

4.4 The Licensor shall have the right to charge interest on overdue invoices at the rate of 8% per year above the base rate of Natwest Bank Plc calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgement.

4.5 The Licensor shall not be required to perform any service unless the payment has been completed in line with the Fees and Payment schedule. Failure by the Licensee to pay all amounts due within sixty (30) days of the date payment is due shall constitute a material breach of this Agreement.

5. **Licensee Obligations**

5.1 The Licensee shall not use the Licensed Programs for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:

5.1.1 Distribution of computer viruses, malware, spyware or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;

5.1.2 Distribution of pirated material including, but not limited to, software, videos, music and written works; and

5.1.3 Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.

5.2 The Licensee shall not use the Website to link to any other websites or systems hosting any material described in Clause 5.1.

5.3 The Licensee will use all reasonable endeavours to monitor and supervise third-party activity on the Website (including, but not limited to, the submission of material by users and the use of communication systems such as forums). The Licensee will take reasonable steps to procure that any third-party activity that may fall within the provisions of Clause 5.1 is stopped or removed, as appropriate.

- 5.4 The Licensee will take reasonable steps to ensure that any and all personal information handled by the Licensee through the Website or the Supported Software is gathered, processed and held in accordance with the relevant provisions of the Data Protection Legislation and current regulations.
- 5.5 The Licensee shall use all reasonable endeavours to ensure that the Licensor is furnished with any information reasonably required by the Licensor to provide the Services in a timely manner.
- 5.6 The Licensee shall use all reasonable endeavours to ensure that the specifications for customisation of the platform are agreed and signed off in order to meet any Milestone Dates.
- 5.7 The Licensee shall:
 - 5.7.1 Operate the Supported Software, and maintain data, in accordance with the Documentation;
 - 5.7.2 make software accessible to the Licensor's support staff, and when required enable logins or passwords required for such support staff (who will have their own logons);
 - 5.7.3 provide notice to the Licensor of its intention to change hardware or operating system or data-feeds.
 - 5.7.4 agree to provide adequate training to its employees and representatives to perform the obligations in accordance with applicable laws and to ensure that all employees and representatives understand their obligation under this contract.
 - 5.7.5 collaborate and bring support (including their cooperation) in order to allow the Licensor to efficiently perform the Services.

6. Implementation Services

- 6.1. The Licensor and Licensee shall perform the Implementation Services in accordance with the timetable set out in the Implementation Plan. The Licensor and Licensee shall perform each of the tasks identified in the Implementation Plan, by the applicable date assigned to the particular task in the Implementation Plan.

7. Hosting

- 7.1. The Licensor may alter, improve or otherwise modify the Hosting Service provided that any such change will not alter the Services received by the Licensee to their disadvantage (which shall include, but not be limited to, the removal of features from the Hosting package). The Licensee shall be notified no later than ten (10) Business Days in advance of any planned changes and shall receive full documentation of any action required on their part. No alterations to the Services shall increase the License Fee payable by the Licensee in accordance with Schedule 4 (Fees and Payment).
- 7.2. The Licensor may take any action necessary to diagnose and/or rectify faults in the hosting hardware or software without any prior notice to the Licensee. If

such diagnosis or rectification results in an interruption to the provision of the Website and/or Supported Service, the Licensee shall be notified as soon as possible.

8. Availability of Hosting Service

- 8.1 The Licensor will use reasonable endeavours to ensure that the Service is available on a constant, uninterrupted basis during the continuance of this Agreement.
- 8.2 Notwithstanding Clause 8.1, the Licensor shall not be liable for Hosting Hardware downtime or interruptions to the provision of the Service where such downtime or interruptions last for no more than two hours.

9. Support

During the Term of this Agreement, the Licensor shall provide the Licensee with all or any of the following Support Services:

9.1.1 Hotline support: For an urgent problem, the Licensor can be contacted by telephone or email during Normal Support Hours. An urgent problem is degradation or failure of the system, or software performance inconsistent with documentation. Problems which do not delay or inhibit system operation will be handled by written reports.

9.1.2 Corrections, assistance: Correction of critical errors or assistance to overcome specific software problems. The Licensor may, in its , correct errors by 'patch' or by new version as is reasonable.

9.1.3 Consultancy: Consultancy advice on software development, enhancements and modifications, together with estimates for the same.

9.1.4 Support for submitting bids for new contracts and, where required and within reason, attendance at face to face meetings with prospective commissioners.

10. Maintenance

During the continuance of this Agreement the Licensor shall provide the Licensee with the following Maintenance Services:

Error Correction

- 10.1 If the Licensee discovers that a current release fails to perform in accordance with the Specification or Documentation, then the Licensee shall forthwith notify the Licensor in writing of the defect or error in question and provide the Licensor (so far as the Licensee is able) with a documented example of such defect or error.
- 10.2 The Licensor shall thereupon use its reasonable endeavours to correct promptly such defect or error. The Licensor shall provide the Licensee with all assistance reasonably required by the Licensee to enable the Licensee to implement the use of the corrected version of the current release.
- 10.3 The foregoing error correction service shall not include service in respect of:

- 10.3.1 defects or errors resulting from any modifications of the current release made by any person other than the Licensor;
- 10.3.2 any version of the Licensed Programs other than the current release or the immediate current release;
- 10.3.3 incorrect use of the current release or operator error;
- 10.3.4 any fault in any programs used in conjunction with the current release;
- 9.3.5 defects or errors caused by the use of the current release on or with equipment (other than the Equipment) or programs not supplied by or approved in writing by the Licensor, provided that for this purpose any programs designated for use with the current release in the Specification shall be deemed to have the written approval of the Licensor.
- 9.4 The Licensor shall make an additional reasonable charge in accordance with its standard scale of charges for the time being in force for any services provided by the Licensor to correct an Error which is solely and directly caused by the Licensee and:
 - at the request of the Licensee, but which do not qualify under the aforesaid error correction service; or
 - at the request of the Licensee but which the Licensor finds are not reasonably necessary.

A copy of such charges shall be provided to the Licensee on or before the Commencement date and as updated from time to time.

- 9.4.1 The Licensor shall promptly notify the Licensee of any improved version of the Licensed Programs that the Licensor shall from time to time make and the Licensor shall deliver the same to the Licensee.
- 9.5 The Licensor shall promptly notify the Licensee of any improved version of the Licensed Programs that the Licensor shall from time to time make and the Licensor shall deliver the same to the Licensee.
- 9.6 The new release shall thereby become the current release and the provisions of this Agreement shall apply accordingly.
- 9.7 The Licensor will provide the Licensee with such technical advice by telephone or email as shall be necessary to resolve the Licensee's difficulties and queries in using the current release.
- 9.8 The Licensor will from time to time make such modifications to the current release as shall ensure that the current release conforms to any change of legislation or new legal requirements which affect the application of any function or facility described in the Documentation. The Licensor shall promptly notify the Licensee of all such changes and new requirements and shall implement the modifications to the current release (and all consequential amendments to the Documentation which may be necessary to enable proper use of such modifications) as soon as reasonably practicable thereafter.

9.9 Excluded Support and Maintenance

The Licensor shall be under no obligation to provide Support and Maintenance Services in respect of:

- 9.9.1 problems resulting from any modifications or customisation of the Licensed Programs not authorised in writing by the Licensor;
- 9.9.2 any software other than the Licensed Programs;
- 9.9.3 incorrect or unauthorised use of the Licensed Programs or operator error where these are defined as use or operation not in accordance with the Documentation;
- 9.9.4 the Licensee's failure to install in substitution for a previous release any new release of the Licensed Programs.

9.10 The Licensor shall, upon request by the Licensee, provide Support and Maintenance Services notwithstanding that the fault results from any of the circumstances described in clause [9.3] above.

9.11 Provided the Licensee is given reasonable written notice from the Licensor of any breach by the Licensee, any time spent by the Licensor investigating such faults caused by the sole and direct fault of the Licensee will be chargeable at the Licensor's then current rates. The Licensor shall invoice such charges at its discretion to the Licensee and such shall be paid within thirty (30) days of the date of said invoice.

9.12 The Licensor reserves the right to discontinue the Support and the Maintenance Services for any prior version of the Supported Software if a superseding version is available to the Licensee.

10. Change Control

10.1 Any requirement for a Change shall be subject to the Change Control Procedure.

11 Warranty

- 11.1 The Licensor acknowledges and agrees that the Licensee has entered into this Agreement in reliance upon the Licensor's expertise in selecting and supplying the goods and services fit to meet the Specification. The Licensor warrants to the Licensee that the Licensed Programs will conform, in all material respects, with the Specification set out in this Agreement and that all Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 11.2 The Licensor further warrants that:
- 11.2.1 the use of any software or hardware provided by the Licensor does not infringe the Intellectual Property Rights of any third party and that it has authority to grant to the Licensee the rights and licences set out in this Agreement;
- 11.2.2 any software or hardware provided by the Licensor shall be free from any material defect in design or manufacture, and free from any viruses, malware, spyware or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;
- 11.2.3 the Services will be provided in a timely, reliable and professional manner and with sufficient resources;
- 11.2.4 the Licensed Programs will perform in accordance with the Specification on and after the Go Live Date;
- 11.2.5 the Services will be performed in accordance with applicable laws, guidance and regulations;
- 11.2.6 the Services will be performed in accordance with good industry practice;
- 11.2.7 the Licensor shall have and maintain the accreditations listed in the Specification for the duration of this Agreement;
- 11.2.8 the Services will be compliant with relevant Information Security standards including but not limited to:
- (a) ISO 27001;
 - (b) DCB 0129 Patient Safety;
 - (c) OWASP.
 - (d) NHS DSPT Toolkit.
- 11.3 The Licensor will not be liable under Clause 10.2 to the extent that it can demonstrate that any failure of the Licensed Programs to comply with such warranties was directly and solely caused by the Licensee being in material breach of any provisions of this agreement.
- 11.4 Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Licensed Program Materials is given or assumed by the Licensor, and all such warranties, conditions, undertakings and terms are hereby expressly excluded.

11.5 The Licensor agrees it shall remedy any non-conformance with any warranty in this Agreement (either by itself or through a third party) at its own expense within a reasonable time period. In the event that the Licensor is unable to remedy the breach in accordance with this clause, the Licensee at its sole option may terminate this Agreement on written notice to the Licensor.

11.6 The Licensor does not warrant that all Errors can be corrected. The Licensor shall use reasonable endeavours to correct Errors so long as the Errors are replicable by the Licensor, or to provide a software patch; or to bypass around such Error.

11.7 The Licensee must promptly notify the Licensor of any non-conformance to the above warranties in order to benefit from the remedy stated above, and in any event within 3 months.

12 Limitation of Liability

12.1 Except as provided for in clause 12.2:

12.1.1 neither party shall in any circumstances have any liability for any losses or damages which may be suffered by the other party, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data,

provided that this clause 12.1.1 shall not prevent claims for loss of or damage to the Licensee's tangible property that fall within the terms of clause 12.1.2 or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 12.1.1;

12.1.2 the total liability of the Licensor, whether in contract, tort (including negligence or otherwise and whether in connection with this Agreement, shall in no circumstances exceed a sum equal to the Fees payable to the Licensor from the Licensee under this Agreement.

12.2 Nothing in this Agreement shall exclude liability on either party for:

12.2.1 death or personal injury caused by the negligence of the Licensor, its officers, employees, contractors or agents;

12.2.2 fraud or fraudulent misrepresentation ;

12.2.3 a breach of the Data Protection Legislation;

12.2.4 a breach of clause (Intellectual Property);

12.2.5 any matter for which it would be unlawful for the parties to exclude liability.

13 Insurance

13.1 The Licensor shall, at its own expense, obtain a comprehensive policy of general liability insurance (including coverage for advertising injury and product liability claims) from a recognized insurance company. This policy may not be cancelled without thirty (30) days' prior written Notice to the Licensor. If Licensee fails to maintain such insurance at any time during the Term and for a period of thirty (30) days thereafter, the Licensor may secure such insurance at Licensor's expense.

14 Licensee's Warranty

14.1 The Licensee warrants that it has not relied on any oral representation made by the Licensor or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by the Licensor which are only intended to convey a general idea of the products and services mentioned. The Licensee has however relied upon the descriptions, illustrations, functions, specifications contained in the user specifications for work outlined in Schedules 1 and 2 and specifications for customisation to be produced in the pre-development stages..

14.2 The Licensee warrants that it shall comply in all material respects with all applicable laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licences, permissions and consents required for carrying on its business have been obtained and are in full force and effect..

15 Intellectual Property Rights

15.1 The Licensee acknowledges that all Intellectual Property Rights in the Supported Software, Licensed Programs, Licensed Program Materials and any Major Enhancements belong and shall belong to the Licensor in their entirety and that the Licensee shall have no rights in or to the Supported Software other than the right to use them in accordance with the terms of this Agreement and subject at all times to clause 15.4.

15.2 Neither Party shall acquire any right, title or interest in or to the other's background or existing Intellectual Property. Each Party shall use its best endeavours to prevent any infringement of the other Party's Intellectual Property Rights and shall promptly report to the other Party any infringement that comes to its attention. All Foreground IP shall vest in and be owned by the Licensor absolutely.

15.3 Each Party shall use its best endeavours to prevent any infringement of the Licensor's Intellectual Property Rights in and to the Supported Software, Licensed Programs, Licensed Program Materials and any Major Enhancements and shall promptly report to the other Party any infringement that comes to its attention.

15.4 The Licensor acknowledges, agrees and confirms that, immediately after an Insolvency Event, the Licensor shall provide (and shall procure that any person or persons appointed to act as either a liquidator or receiver through any relevant insolvency procedure shall provide) the Licensee with an updated and annotated version of the Licensed Programs in machine-readable form and a copy of any accompanying tools, in such format as the Licensee shall request.

15.5 The Licensor shall indemnify the Licensee and the Licensee shall keep the Licensor fully indemnified from and against all direct and indirect losses, liabilities, costs, claims, damages and expenses (including reasonable legal fees and expenses) suffered or incurred by the Licensee by reason of the Licensee's breach of clause. In addition, the Licensor shall be entitled to seek injunctive or other equitable relief in order to prevent a breach or threatened breach of its Intellectual Property Rights under this Agreement.

15.6 [if relevant] Upon payment of the relevant element of the Website Development Services, the Licensor acknowledges that all Intellectual Property Rights in such element of the Website Development Services and any content, belong and shall belong to the Licensee in their entirety and that the Licensor shall have no rights in or to the Website and any content other than the right to use them in accordance with the terms of this Agreement and subject at all times to clause 15.4, The website may contain links to other sites (such as NHS England and other accredited health bodies and charities) and may contain information generated from these sites. The Intellectual Property Rights relating to this do not remain with the Licensor and therefore cannot be transferred to the Licensee,

16. Confidential Information

16.1 Subject to Clause 16.2, each Party undertakes to treat as confidential and keep secret all Confidential Information obtained from the other under this Agreement.

16.2 Neither Party shall, without the prior written consent of the other Party divulge, any part of the Confidential Information to any person except for the purposes of this Agreement, or:

16.2.1 the Licensee's Group Companies;

16.2.2 the Licensee's own employees and then only to those employees who need to know the same;

16.2.2 the Licensee's auditors, an officer of HM Revenue & Customs and any other persons or bodies having a right, duty or obligation to know the business of the Licensee, and then only in pursuance of such right, duty or obligation;

16.2.3 any person who is for the time being appointed by the Licensee to maintain any equipment on which the Licensed Programs are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain such equipment; and

16.2.4 the Licensee's commissioners or other third party as may be required under any of its commissioning contracts, or to NHS England and/or NHS Improvement. The

Licensor acknowledges the further rights that a commissioner or other third party has under such commissioning agreements.

16.3 The Licensee undertakes to ensure that persons and bodies mentioned in clause 16.2 are made aware, before the disclosure of any part of the Information, that the same is confidential, and that they owe a duty of confidence to the Licensor. Each Party shall indemnify the other Party against any loss or damage which they may sustain or incur as a result of the other Party failing to comply with such undertaking.

16.4 Each Party shall promptly notify the other if it becomes aware of any breach of confidence by any person to whom the Licensee divulges all or any part of the Information and shall give the Licensor all reasonable assistance in connection with any proceedings which the Licensor may institute against such person for breach of confidence.

16.5 The confidentiality obligations in this clause shall remain in full force and effect for a period of one (1) year after the termination of this Agreement unless otherwise agreed in writing by the Parties.

17 Security and Control

The Licensee shall during the Term of this Agreement:

17.1 effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;

17.2 retain the Licensed Program Materials and all copies thereof under the Licensee's effective control;

17.3 maintain a full and accurate record of the Licensee's copying and disclosure of the Documentation and shall produce such record to the Licensor on request from time to time;

17.4 comply with all reasonable instructions of the Licensor with regard to the use of the Licensed Program Materials, including, without limitation, the implementation of upgrades to the Licensed Programs, third party software, specified operating system and computer hardware which the Licensor may provide from time to time.

18. Termination

18.1 Either Party may terminate this Agreement immediately on giving notice in writing to the other if the other Party:

18.1.1 becomes subject to an Insolvency Event; or

18.1.2 commits any serious or material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within thirty (30) days after the receipt of a request in writing from the other Party so to do, to remedy the breach (such request to contain a warning of the enforcing Party's intention to terminate).

18.2. On the termination or expiry of this Agreement and upon payment of Services the Licence made between the Licensor and the Licensee, and relating to the Licensed

Programs and Support and Maintenance Services supplied under this Agreement shall immediately terminate.

18.3 In the event the contract is terminated in accordance with Clause 18.1.1, the Licensee shall make reasonable efforts to procure contractual terms with the Customer that in the event that the Licensee goes into liquidation and/or is no longer able to continue trading then the Licensee's obligations and rights relative to the Customer shall immediately and automatically transfer to the Licensor who shall continue to discharge such obligations and receive the entitlements of such rights ;

18.3.1 the Licensor shall do and execute or arrange for the doing or execution of each necessary act, document and thing that the Licensee may consider necessary or desirable to protect the full legal and beneficial ownership of the Licensee in the Website and all Intellectual Property Rights in such Website. It is understood that some content on the Website is derived from public and accredited sources and as such the Intellectual Property Rights for those particular sources are not owned by the Licensor [delete if not applicable].

18.3.2 Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come onto or continue in force on or after such termination.

18.4 If the Licensor terminates this Agreement as result of a material breach of this Agreement solely and directly caused by the Licensee then the Licensee shall not be entitled to any refund of the Licence Fees or any part thereof that has been paid and shall remain liable to pay. If termination occurs as a result of Clause 18.1.2, the Licensee shall not be liable to pay the ongoing Licence fee to the date of termination.

18.5 On termination, the Licensee shall determine whether the Services shall be run down to close or transferred to another provider. The Licensor shall ensure the orderly transition or run-down and shall provide the same standard of support to the Licensee during the exit period. The Licensor within thirty (30) days of the date of termination, provide all data pertaining to the services to the Licensee via a secure transfer method.

18.6 Subject to clause 17.3.3, and excluding the Website [if relevant], following termination, the Licensee warrants and undertakes to the Licensor that it shall, at the cost of the Licensor, do and execute or arrange for the doing or execution of each necessary act, document and thing that the Licensor may consider necessary or desirable to protect the full legal and beneficial ownership of the Licensor in and to the Licensed Programs , Documentation and Supported Software and all Intellectual Property Rights in such Licensed Programs, Documentation and Supported Software.

18.7 The Licensee may terminate this Agreement in part or in whole for the reason that the contract between the Licensee and its Commissioner has been terminated, and by providing the Licensor with six (6) months written notice.

19. **Dispute Resolution**

19.1 If any dispute arises out of or in connection with this Agreement, the Parties in dispute must, within ten (10) Business Days of a written request from one Party to the

other, meet and attempt in good faith to resolve it. If the dispute is not resolved within twenty (20) Business Days of that written request, a Director of each relevant Party, with authority to settle the dispute, shall meet and attempt wholly to resolve the dispute.

19.2 If the Parties are unable to resolve the dispute within twenty (20) Business Days of the meeting of the Directors of each Party under Clause 18.1, they must, within a further five (5) Business Days of that meeting, submit the dispute to mediation. The mediation will be arranged jointly by such other independent body as the Parties may agree in writing before the initiation of the mediation and the mediation will follow the process specified by the relevant mediating body.

19.3 If the Parties are unable to settle the dispute through mediation, the dispute must be referred to expert determination for final resolution. The expert must be appointed by agreement in writing between the Parties. If the Parties cannot agree on an expert within ten (10) Business Days from the date of the unsuccessful mediation, or if the relevant person is unable or unwilling to act, the expert will be appointed by CEDR. The expert must act as an expert and not as an arbitrator, and must act fairly and impartially, and the expert's determination will (in the absence of manifest error, fraud, collusion, bias or material breach of instructions on the part of the expert) be final and binding on the Parties.

19.4 The expert will decide the procedure to be followed in the determination and must make the determination within thirty (30) Business Days of his appointment (or to such other timescale as the Parties agree) and the Parties must assist and provide the documentation that the expert requires for the purpose of the determination.

19.5 Each Party will bear its own costs in relation to the expert determination. The expert's fees and properly incurred costs will be borne by the Parties equally or in such other proportions as the expert may direct.

19.6 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

19.7 Nothing in this clause 18 prevents any Party seeking an injunction relating to any matter arising under Clause 15 (Confidentiality).

20. Training

20.1 The Licensor undertakes to provide training in the use of the Licensed Programs for the staff of the Licensee, including but not limited to the Medical Providers.

20.2 Any additional training required by the Licensee shall be provided by the Licensor in accordance with its standard scale of charges from time to time in force. A copy of such charges shall be provided to the Licensee on or before the Effective Date and as updated from time to time.

21. Documentation

21.1 The Licensor shall make available to the Licensee the Documentation containing sufficient information to enable proper use of the Licensed Programs.

22. Data Protection

22.1 The Parties undertake to comply with all applicable requirements of the EU and UK Data Protection Legislation.

22.2 The Parties have determined that, for the purposes of the EU and UK Data Protection Legislation, the Licensee shall act as “data controller” and Licensor shall act as “data processor”, in respect of the data processing activities set out in a separate data processing agreement.

22.3 Without prejudice to the generality of Clause 22.1 both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data to one another for the duration and purposes of this Agreement.

22.4 Without prejudice to the generality of Clause 22.1, both Parties shall, in relation to any Personal Data processed by them pursuant to their obligations under this Agreement:

22.4.1 process that Personal Data and Confidential Patient Information only on the documented written instructions of one another unless that Party is required by law to otherwise process that Personal Data. Where a Party is relying on an applicable law as the basis for processing Personal Data that Party shall promptly notify the other Party of this before performing the processing required under the applicable law unless those laws prohibit that Party from so notifying the other Party;

22.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;

22.4.3 the Licensor shall not, without the prior written consent of the Licensee (and in any event subject to the Licensor providing the Licensee with reasonable evidence that such activity is being undertaken in full compliance with Data Protection Legislation):

- (a) appoint or replace any other processor in relation to Personal Data or transfer any Personal Data to the same; or
- (b) carry out, via itself or via any other processor, any processing of Personal Data, or transfer any Personal Data, outside of the UK, including processing Personal Data on equipment situated outside of the UK.

22.4.4 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data secure in accordance with the requirements of this Agreement and all other applicable legal and regulatory frameworks;

22.4.5 notify the other Party without any undue delay on becoming aware of a Personal Data Breach in accordance with the timeframes established in the Data Protection Act 2018 (or as amended from time to time).

22.5 At the written request of the other Party each Party shall delete or return Personal Data and copies thereof to the other Party on termination of this agreement unless that Party is required under the Data Protection Legislation or applicable laws to store that Personal Data.

23. Anti-Bribery, Anti-Corruption and Anti-Modern Slavery

23.1 The Parties undertake to ensure that the Parties and all personnel representing, associated with or otherwise performing services for or on behalf of the respective Party comply with applicable anti-bribery and anti-corruption legislation and policies. A party shall be entitled, without any liability to terminate the Agreement with immediate effect in the event it reasonably concludes that the other party or any of its representatives has committed a breach of the aforementioned.

23.2 Both Parties shall:

- a. comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force including but not limited to the UK Modern Slavery Act 2015 (as may be amended from time to time) and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom.;
- b. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limit to the Bribery Act 2010 ("Relevant Requirements"); and
- c. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

23.3 For the purpose of this Clause 23, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance under section 9 of the Act).

24. No Partnership or Agency

Nothing in this Agreement shall constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

25. Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the Parties to this Agreement.

26. Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement, unless prior written consent has been obtained from the other Party.

27. Assignment

27.1 This Agreement is personal to the Parties and, subject to Clause 27.2 below, neither this Agreement nor any rights, licences or obligations under it, may be assigned, novated, transferred, charged, sub-contracted or dealt with by any other manner by either Party without the prior written approval of the other Party.

27.2 Notwithstanding the foregoing, either Party may assign this Agreement to any acquirer of all, or of substantially all, of such Party's equity securities, assets or business relating to the subject matter of this Agreement, or to any entity controlled by, that controls, or is under common control with, a Party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

28. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties. However, the obligations of the parties under any pre-existing non-disclosure Agreement shall remain in full force and effect in so far as there is no conflict between the same. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

29. Force Majeure

29.1 Notwithstanding anything else contained in this Agreement, and subject to Clause 29.2, neither Party shall be liable for any delay in performing its obligations under this Agreement if such delay is caused by unforeseen circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other Party, fire, flood, strike or other industrial action of whatever nature) provided, however, that any delay by a subcontractor or supplier of the Party so delaying shall not relieve the Party from liability for delay.

29.2 Subject to the Party so delaying promptly notifying the other Party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such Party's obligations shall be suspended during the period that the said circumstances persist, and such Party shall be granted an extension of time for performance equal to the period of the delay.

29.3 Save where such delay is caused by the act or omission of the other Party (in which event the rights, remedies and liabilities of the Parties shall be those conferred and imposed by the other terms of this Agreement and by law):

29.3.1 any costs arising from such delay shall be borne by the Party incurring the same;

29.3.2 the non-defaulting may, if such delay continues for more than Ten (10) weeks, terminate this Agreement forthwith giving notice in writing to the other by reason of such termination.

30. **Notices**

30.1 All notices under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it to the Party due to receive it at the following addresses:

30.1.1 in the case of the Licensor to: Unit 1, Denny Lodge Business Park, Ely Road, Chittering, Cambridge, England, CB25 9PH; or by email to alison@prioritydigitalhealth.com ; or

30.1.2 in the case of the Licensee to: marked for the urgent attention of

xxxxxxxxxxxxxxxxxxxxxx

or to such other addresses as are notified in writing to the Parties.

30.2 Notices shall be deemed to have been duly given:

30.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

30.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

30.2.3 on the fifth (5th) Business Day following mailing, if mailed by pre-paid recorded delivery or registered post; or

30.2.4 on the tenth (10th) Business Day following mailing, if mailed by airmail, postage prepaid in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

31. **Schedules**

The provisions of all and every Schedule form part of this Agreement as if set out in the body of this Agreement.

32. **Severance**

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

33. **Successors and Assignees**

33.1 This Agreement shall be binding upon, and endure to the benefit of, the Parties and their respective successors and permitted assignees, and references to a Party in this Agreement shall include its successors and permitted assignees.

33.2 In this Agreement references to a Party include references to a person:

33.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that Party's rights under this Agreement (or any interest in those rights); or

33.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

34. **Waiver**

No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party.

35. **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same Agreement.

36. **Sub-contracting**

On prior written notice, the Licensor may perform any or all of its obligations under this Agreement through agents or subcontractors, provided that the Licensor shall remain liable for such performance of such sub-contractors or agents in all respects as if they were the acts, defaults or neglect of the Licensor.

37. **Language**

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

38. **Costs and Expenses**

Each Party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

39. **Third Parties**

The Parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

40. **Governing Law and Jurisdiction**

This Agreement and all matters arising from it and any dispute resolutions referred to shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by

Alison Meadows, Director

for and on behalf of Priority Digital Health Limited

SIGNED by

[name, surname]

For and on behalf of

SCHEDULE 1

The Website, Supported Software and Hosting Specification

This is the website, software and hosting environment for the software platform that provides facilities to enable the Licensee to deliver the Lifestyle Services Contracts for its healthcare services.

Development Platform

The website and software platform is built using the latest web technologies and software language. We are open and accredited to integrate via open APIs with third parties [and included as standard is NHS England IM1 integration with SystmOne, EMIS and Vision]

Hosting Provider

Hosting is provided by ANS in Manchester. All data is hosted within the UK.

All our development and staging platforms are also hosted within ANS.

Capacity Management

To plan for appropriate capacity, we will monitor demand through analysing:

- Overall system capacity re:
 - Number of simultaneous users
 - Number of accessing users
- Accessibility – 24/7
- Length of time each person spends using the booking engine
- Peak times and demand levels
- Maintenance schedule

SCHEDULE 1A

The Implementation Services

1. The Licensor shall deliver the Services in accordance with the Implementation Plan set out in this Schedule. Where Milestones are specified, the Licensor and Licensee shall perform their obligations so as to Achieve each Milestone by the Milestone Date.

[Insert Implementation Plan]

2. A Milestone shall be determined to be Achieved once any testing in respect of such Milestone has been undertaken to the Licensee's satisfaction and the Licensee has provided the Licensor with a Milestone Achievement Notification for the relevant Milestone within five (5) Business Days.
3. If, at any time, the Licensor or Licensee becomes aware that it will not (or is unlikely to) successfully achieve any task by the applicable date in the Implementation Plan, it shall notify the other Party within five (5) Business Days of the fact of the Delay, the reasons for the Delay, the consequences of the Delay for the rest of the Implementation Plan and how they propose to mitigate the Delay.

SCHEDULE 2
Software Platform Specification and Services

PDH Platform

To be completed upon completion of scoping workshops

SCHEDULE 3

Training

The Licensor will provide the Licensee with training as follows:

1. Training Manuals available as PDFs.
2. Group training presentation via teleconference for Advisors and Health Trainers and other user groups as reasonably required during the lifetime of the contract.
3. Group training presentation via teleconference for the Administrators and the Call Centre as reasonably required during the lifetime of the contract.
4. Two Webinars
5. Training will be provided for new starters as part of the overall ongoing contract support.

SCHEDULE 4
Fees and Payment Schedule

SCHEDULE 5
Change Control Procedure

1. Any request for any change in Services must be in writing to support@prioritydigitalhealth.com. This includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, or any other aspect of the Licensee's order.
2. If required, the Licensor's employee will set up meetings to discuss the request in more detail.
3. If changes are agreed the Licensor will provide confirmation of the requests in writing to evidence understanding of the ask.
4. The Licensor will advise if the request is already on the PDH roadmap and timeline or a fresh request which if so, bespoke may attract a charge.
5. If charges apply the Licensor will advise the client and produce a quotation for review. The Licensor will not start the work until the quotation has been approved by both Parties and evidenced in writing and signed physically or electronically by an authorised representative of each Party.