



MEDILOGIK EMS Service Level Agreement

CUSTOMER

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Document Revision History

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v1	10 May 19	David A Simpson	Support Contract
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V1.8	04 June 2025	Robert McNaught	UAT clarifications
V1.9	19 Jan 2026	Lee Dyson	G Cloud 15 clarifications

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1. Definitions

The following terms are used throughout this Agreement and have the meanings given below, unless the context requires otherwise.

Word / Phrase	Definition
Agreement	Means this Agreement. It describes the Services relating to EMS™ that the Supplier will provide under this Agreement.
Associated Hardware	Means Image Capture devices supplied by the Supplier, which are listed in clause 2.2.
Call	Means any request for assistance, information or advice relating to EMS™. On assessment, a Call will be given a Category and may become an Incident or a Fault. The term Call can mean a telephone call to the Supplier Service Desk or an email to support@medilogik.co.uk .
Call Open Time	Means the date and time which is recorded by the Supplier as the time the Call is received and logged by the Supplier Helpdesk.
Call Close Time	Means, in respect of any Call, the time at which Resolution has been agreed, and implemented if necessary, resulting in closure of the Call and the Customer being notified of this.
Category	Means the category an Incident or Fault is assigned to under the table in clause 4.2, which determines the severity of the impact of the Incident or Fault.
Cloud Hosting Provider	Means the third-party vendor who provides the hosting solution for EMS™.
Confidential and Proprietary Information	Means all non-public, confidential or proprietary information which a party to this Agreement discloses before, on or after the date of this Agreement, to the other Party whether disclosed verbally or in writing and whether or not identified as “confidential,” including without limitation, all information, findings, data or analyses, plans, processes, formulas, manufacturing techniques, discoveries, inventions and ideas, product specifications, drawings, photographs, equipment, devices, tools and apparatus, sales and marketing data and plans, pricing and cost information, materials, strategic and financial information, and any other technical or business information or Intellectual Property that ought reasonably be treated as confidential information.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	Means the terms as defined in the Data Protection Legislation.
Customer	Means the party entering into this Agreement with the Supplier. Within this SLA, Customer refers to CUSTOMER
Customer Service Desk	Means the first point of contact for Users set up by the Customer to manage Calls. Their responsibilities are detailed under clause 3.2.3.
Data Protection Legislation	Means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data

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Word / Phrase	Definition
	Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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 the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Domestic Law	Means the law of the United Kingdom or a part of the United Kingdom.
Downtime	Means any time that EMS™ is unavailable to the Customer, whether planned or unplanned within normal service time as per Clause 15. This does not include any time when EMS™ is unavailable to the Customer as a result of Customer's own network connectivity issues.
During Service Cover Time	Means support during normal Working Hours.
EMS™	Means the Endoscopy Management System software and "Associated Hardware" supplied by the Supplier. This shall be deemed to include the applications and systems shown under clause 2.2.
EMS Enhancement Guides	Means the guide the Supplier provides to the Customer explaining Major Releases for Users.
Environment - Production	Production (PROD / LIVE) means the EMS™ instance agreed as the single deployment for actual use.
Environment - UAT	User Acceptance Test (UAT / TEST) environment means any additional EMS™ instance provided beyond the Production instance.
Fault	Means a design flaw or malfunction affecting normal operational use of EMS™.
Fix	Means a permanent solution to an Issue, agreed with and/or supplied to the Customer.
Incident	Means an unplanned interruption or reduction in quality of EMS™.
Intellectual Property	Means any and all patents, trademarks or names and service marks (whether or not registered or capable of registration), registered designs, design rights, copyrights, database rights, and similar property and rights, the right to apply for and applications for any of the preceding items, together with the rights in inventions, processes, software, know-how, trade or business secrets, confidential information or any process or other similar right or asset capable of protection, in any part of the world.
Intellectual Property Rights	Means any and all rights that the Supplier has over Intellectual Property in relation to EMS™ or any other Intellectual Property licensed to the Customer under this Agreement.
Issue	Means an issue arising with EMS™ that will be classified as either an Incident or a Fault.
IT Department	Means staff within the remit of the Customer's IT Department.
Local Super Users	Means designated member(s) of staff located at a hospital site where EMS™ is in operational use, and who help other Users and assist with System administration. The remit of Local Super Users is as per that of Site Administrator with the restriction of responsibility only for the site of location. An EMS™ role for Site Administrator has been created specifically for this purpose.

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Word / Phrase	Definition
Maintenance Period	Means the period covered by the most recent paid invoice for the Services, or the terms of the Customer Contract.
Major Release	Means a software update for EMS™ released by the Supplier, which constitutes a significant change to the look, feel and/or functionality of EMS™, potentially resulting in a new version of EMS™.
Minor Release	Means a software update for EMS™ released by the Supplier, which constitutes a minor change to EMS™, including software patches, hot fixes and bug fixes.
Outside Service Cover Time	Means support outside of normal Working Hours. Outside Service Cover Time is any time not included in During Service Cover Time.
Problem	Means a root cause of one or more Issues. The cause is not usually known at the time a Problem is recorded. Problems will be investigated in accordance with the Supplier's Issue Resolution Management Process in clause 5.
Resolution	Means action taken in response to a Call or an Issue to the satisfaction of "the Customer so that no further action is required. This may result from a Fix or a Workaround.
Response	Means the Supplier responds to a Call by communicating with the designated contact recorded for the Call.
Response Time	Means the amount of time the Supplier takes to pick up and give a Response to a Call During Service Cover Time.
Service	Means the delivery, availability, support and maintenance of EMS™.
Service Improvement Plan (SIP)	Means a formal plan to implement improvements to the Service.
Service Levels	Means the target level of service as set out in clause 15.
Service Review	Means an annual review conducted by the Supplier and the Customer as detailed in clause 8.
Site	Means the agreed hospital sites that the Customer has contracted for the Services to be delivered to.
Site Administrator	Means a member of the Customer's staff taking system administrator responsibilities but only for specific Sites.
Software Release Note	Means the technical release notes for Upgrades provided to the Customer by the Supplier.
Supplier	Means MEDILOGIK Limited.
Supplier Service Desk	Means the helpdesk function to be provided by the Supplier under this Agreement.
Support Contract Value	Means the amount billed by the Supplier to the Customer for the provision of the Services as set out in the Customer Contract.
System Administrator	Means a designated member of The Customer's staff taking overall responsibility for application-level administration of EMS™. Tasks undertaken by the System Administrator include, but are not limited to: ▪ Maintenance of reference data including rooms, scopes, letter templates ▪ Addition and maintenance of user logins, passwords, permissions, roles, and profiles. ▪ System monitoring by Daily Views and related activities.

Word / Phrase	Definition
	Prerequisite data for the creating of scheduling templates.
UK GDPR	Means the definition given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Upgrades	Means a software upgrade released for EMS™, which will be classified as either a Minor Release or a Major Release.
User	Means any member of the Customer's staff who uses EMS™.
User Base	Means the Customer's Users.
Workaround	Means an interim solution to a Problem which has been supplied to the Customer to enable continuation of the Customer's business. A Workaround will reduce or eliminate the impact of an Issue for which a full Fix is not yet available.
Working Day	Means Mondays to Fridays excluding UK public holidays as per https://www.gov.uk/bank-holidays
Working Hours	Means 09:00 – 17:30, Monday to Thursday and 09:00 – 17:00 Friday excluding UK public holidays as per. https://www.gov.uk/bank-holidays

2. Document Overview

2.1 Introduction & Objective

This Agreement describes the responsibilities of both the Customer and the Supplier, for the provision of support for EMS™.

This document is not intended to detail technical scripts and specific processes but is a Service Agreement that clearly outlines responsibilities and interdependencies to allow any support Call to be taken, referred to and dealt with by appropriate staff within the IT Department, the User Base and the Supplier to agreed deadlines and standards.

2.2 Scope

The following applications and systems are within the scope of this Agreement:

- The Production / LIVE instance of MEDILOGIK Endoscopy Management System (EMS™).
- The Production / LIVE instance of Interfaces between EMS and Customer selected systems.
- MEDILOGIK EMS™ Image Capture Devices including MEDILOGIK provided driver software.

NB. Cables to connect the Image Capture Devices are NOT considered part of the Image Capture Device.

2.3 Contractual Basis

This Agreement is intended to describe in detail the support services that the Customer has contracted for in the contract entered into between the Supplier and Customer for EMS™ (the “**Customer Contract**”) and operate alongside the Customer Contract. Should there be a conflict between the terms of this Agreement and the Customer Contract, this Agreement shall take precedence.

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2.4 Review

This Agreement will be reviewed and refreshed annually. Ad-hoc reviews can be carried out and agreed changes applied at any time during the Agreement.

2.5 Support Contract Renewal

An option will be available to extend the length of the Agreement beyond the term of the Customer Contract, with any agreed extension to be effective from the expiry of the Customer Contract.

3. The Service

3.1 Overview

The Service being provided for EMS™ is subject to the Customer's provision of a System Administrator and will operate on the basis of Local Super Users triaging Call(s) from User(s) before passing those requiring technical assistance to the Customer Service Desk and onwards to the Supplier, as necessary and appropriate.

This Agreement is designed to ensure that the Supplier provides the correct levels of Service and that all agreements and contractual commitments are delivered by way of a constant cycle of agreeing, monitoring, reporting and reviewing Service achievements to maintain and improve Service quality.

All communications with the Supplier will be recorded and documented centrally by the Customer Service Desk. The Supplier will record all Customer Calls and requests within the Supplier Service Desk system and by individual emails.

Through means of Service Review meetings all contractually binding Service Levels will be reported upon and reviewed by the Supplier and the Customer.

The Service seeks to:

- ensure all Users within the Customer's remit are covered.
- ensure the Supplier's expertise is used as required and appropriate; and
- clarify roles and responsibilities of the Customer and the Supplier.

3.2 Role and Responsibilities

3.2.1 Summary

The Customer's User Base will report all Issues relating to EMS™ internally following an agreed Customer protocol.

The Site Administrator or Local Super User(s) will triage the Call and forward as appropriate to Customer Service Desk.

The Customer Service Desk will log all Call(s) on their system and provide the User with a unique reference number.

The Supplier will also log all Call(s) raised with the Supplier Service Desk on the Supplier Service Desk system and provide the Customer Service Desk with a unique reference number.

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As a cloud-based service, the Supplier anticipates that all Issues will be resolved remotely. Any requested on-site assistance to be provided to the Customer by the Supplier shall be subject to separate agreement at the day rates applying at the time.

3.2.2 User Base Responsibilities

The Customer will be responsible for providing appropriate System Administrator and Site Administrator resources for all Users, as per System Administrator: Roles and Responsibilities document.

Customer System Administrator(s) will:

- Provide first line operational support for all User(s).
- Liaise directly with the Supplier for support on all Calls of a non-technical nature and identify and communicate non-technical issues to the Supplier.
- Identify IT related issues and log these promptly with the Customer Service Desk.
- Report any technical application or interface issues affecting the use of EMS™ promptly to the Customer Service Desk.
- Provide assistance to the Customer's IT analysts/engineers with regard to planned maintenance and Resolution of support issues relating to EMS™.
- Communicate new release upgrade dates and deliver EMS Enhancement Guides to all Users.

3.2.3 Customer Service Desk Responsibilities

The Customer Service Desk will be the first point of contact for User(s) experiencing EMS™ or Service Issues and for requesting any related IT services. The Customer Service Desk will log the Issue and ensure that it is passed to the Supplier, as outlined in this document. The Customer Service Desk is responsible for:

- Maintaining a Customer Service Desk accessible to the User Base for all Issues.
- Maintenance, support and Resolution of issues relating to PC hardware, network and infrastructure supporting the provision of EMS™.
- Reviewing Calls reported to identify the correct point for Resolution and providing full details of the reported Issues.
- Advising the Supplier Service Desk when Issues must be escalated to the Supplier and to ensure they have access to appropriate contact information.
- Providing the Supplier promptly with accurate and complete information concerning its operations and activities relevant to the Service, answers to queries, decisions and approvals required in connection with the Service.
- Ensuring that any client PC installations undertaken by the Customer's in-house staff comply with installation instructions provided by the Supplier, and that error messages are reported promptly.

3.2.4 Supplier Responsibilities

- Provision of EMS™ as a cloud hosted solution.
- Regular maintenance of EMS™ including application of vendor recommended patches and updates for operating system and associated applications.
- Creation of full backups every week.

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- Creation of differential backups every 12 to 24 hours.
- Creation of transaction log backups no less frequently than every 10 minutes depending on compute size and activity.
- Regular security audits of internal and external systems and associated remediation.
- Resolution of any Issues with EMS™.
- Support for EMS™ will be provided During Service Cover Time.
- Support will be provided by the Supplier in line with clauses 5, 6 and 7 of this Agreement.

4. Issue Management

4.1 Issue Logging

The Customer Service Desk will contact the Supplier to log an Issue.

Contact is made by calling the dedicated Supplier EMS™ support line **+44 1473 351666** or by emailing support@medilogik.co.uk which will automatically create a support ticket on our **Supplier Service Desk system**.

The Supplier will assess and prioritise the Issue in line with the agreed Categories shown in clause 4.2 below. The Supplier may amend the Category after initial investigation and will notify the Customer of any changes in priority.

The Customer will provide the Supplier Service Desk with full details of the Issue, including any investigative or remedial actions taken locally prior to referral.

4.2 Issue Categories and Severity Levels

Calls will be assigned a Category according to their impact:

Category	Priority	Category Description
1	Urgent	Classified as Critical Issue meaning that the entire EMS™ or a significant part thereof is unavailable or does not function at all, affecting a significant number of Users and causing a major operational impact.
2	High	Classified as Major Issue meaning a major functional area of EMS™ is unavailable which causes a significant operational impact to a large group of users. A Workaround is not available or is only sustainable for a short period (up to 12 hours).
3	Normal	Classified as Minor Issue meaning an area of EMS™ is creating a minor operational impact to a specific group of users.
4	Low	Classified as Calls raised that may have little or no overall operational impact, for example questions clarifying functionality and understanding of EMS™.

4.3 Issue Response Times

Category	Priority	Response
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1	Urgent	The Supplier shall start work to fix the Problem immediately upon receipt of the Call (Call Open Time). If necessary, work to rectify the Problem will continue beyond Working Hours when Call Close Time will be notified to the Customer Service Desk via the Supplier Service Desk system and by supporting email.
2	High	The Supplier shall start work to fix the Problem immediately on receipt of the Call (Call Open Time). If necessary, work to rectify the Problem will continue beyond Working Hours when Call Close Time will be advised as in Category 1 calls.
3	Normal	The Supplier shall start work to fix the Problem within 4 hours of Call Open Time. Work to rectify the Problem will not continue beyond Working Hours. Call Close Time will be notified to EMS™ Administrator.
4	Low	The Supplier shall clarify the position to the User and the Site Administrator. To be provided within 24 hours of Call Open Time unless the Call was opened immediately prior to a non-Working Day, in which case the Response will follow on the first Working Day thereafter. Call Close Time will be agreed between the System Administrator and the Supplier.

4.4 Issue Escalation

If the Customer disagrees with the Category given to an Issue, the Customer may request that the Issue is escalated to a higher Category. Requests for escalation should be made to:

escalation@medilogik.co.uk

Escalation requests are received and actioned by the MEDILOGIK management team. The manager will review the issue with the service desk team

4.5 Issue Resolution Targets

The Supplier aims to resolve any Issues, assuming no interdependencies with other Customer systems (e.g. patient management system or the Customer's network), within the thresholds defined in the table below.

Category	Priority	Response	Workaround (Issue Resolution)	Fix (Problem Solution)
1	Urgent	Immediate attention	2 Working Hours	8 Working Hours
2	High	1 Working Hour	4 Working Hours	16 Working Hours
3	Normal	4 Working Hours	8-24 Working Hours	16-48 Working Hours
4	Low	24 Working Hours	24 Working Hours	N/A

Response, Workaround and Fix times refer to supplier working hours.

4.6 Issue Progress Reporting

During Service Cover Time, the Supplier will provide updates to the Customer Service Desk at the following frequency:

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Category 1: At least every 1 Working Hour

Category 2: At least every 2 Working Hours

It is the Customer Service Desk responsibility to pass this information to the User Base.

4.7 Issue Closure

On Resolution, the Supplier will provide Resolution details and the Call will be closed.

4.8 Exclusions

Should any of the following conditions apply, the Supplier shall not be required to deliver the Services and any Response and/or Resolution shall not be counted in the Service Level measurement.

4.8.1 Hardware

- damage to Associated Hardware caused by the Customer not assessed to be deterioration in condition of the Associated Hardware and related cables due to reasonable use;
- Associated Hardware at end of life; or
- non-compliance with minimum hardware specification.

4.8.2 Software

- source code used to deliver the Services is changed by someone other than the Supplier; or
- software at end of life; or
- services are used for a purpose for which they were not designed.

4.8.3 General

- failure by the Customer to implement recommendations of the Supplier: such as System Administrator functions (Data Views, Template configuration for example), Image Capture Device cabling and management.
- the Customer doesn't provide information required by the Supplier such as:
 - steps to reproduce errors where applicable.
 - collaborative working to support troubleshooting processes.
 - information required to perform the Services; or
- the Customer is in breach of this Agreement or the Customer Contract, such as late payments.

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5. Issue Resolution Management

Where an Issue cannot be resolved without the Supplier effecting a change to EMS™, the following change control process will be used.

5.1 Application Change

Step	Action
1	To resolve the Issue, the Supplier identifies the need for a change to the application, image capture software, interface or possibly server configuration. The change may consist of a Major Release or a Minor Release or both.
2	Issue is then closed by agreement between the Customer Service Desk, System Administrator and the Supplier.

5.2 Corrective Action Plan

If a Category 1 Issue occurs, the Supplier will promptly investigate the root causes of the Category 1 Issue and provide to the Customer within five (5) Working Days of the Critical Issue an analysis of such root causes and a proposed written Corrective Action Plan for the Customer's review and comment, which, subject to and upon joint agreement, shall be a part of, and is incorporated in this Agreement as the parties' corrective action plan (the "Corrective Action Plan").

The Corrective Action Plan must include, as a minimum: (a) the Supplier's commitment to the Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Issues giving rise to such Calls; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Issues; and (c) time frames for implementing the Corrective Action Plan.

There will be no additional charge for the Supplier's preparation of the Corrective Action Plan in the time frames and manner set forth.

5.3 Changes Raised by the Customer

Any issues raised that require a customer specific enhancement to EMS™ will first require a completed request for change.

Once the requirement is identified, the Supplier will notify timescales and costs if applicable and obtain approval before any development works are undertaken.

6. Service Continuity & Disaster Recovery

6.1 Service Continuity

EMS™ will be deployed in a high availability configuration including clustered virtual machine hosting on systems with multiple layers of redundancy.

EMS™ utilises Microsoft Azure as the hosting and data storage platform and is subject to the following SLAs:

[SLA for Azure SQL Managed Instance | Microsoft Azure](#)

[SLA for Virtual Machines | Microsoft Azure](#)

The hosting and data storage platform is replicated to a warm standby with a replication lag in the region of one second.

The Supplier will create full backups every week, differential backups every 12-24 hours, and transaction log backups no less frequently than every 10 minutes. The frequency of transaction log backups is based on the compute size and the amount of database activity. The backups are subject to the same security controls as the primary data as provided under clause 9.

Planned maintenance and EMS™ Upgrades are normally carried out on the live instance Outside Service Cover Time with prior consent of the Customer. Work undertaken Outside Service Cover Time will be by negotiation and may carry a cost.

6.2 Disaster Recovery

Disaster recovery provisions may be invoked in the event of:

- The Cloud Hosting Provider's primary data centre (where EMS™ is hosted) becomes unavailable for use.
- The hardware (or part of) supporting EMS™ becomes unavailable and there is no guarantee of a permanent fix within 24 hours utilising hardware maintenance cover.

6.2.1 Disaster Scenario Identification

No.	Description	Risk Reduction
1	Fire	Fire detection systems
2	Flood	Water detection systems
3	Bomb (e.g. Terrorist activity)	Security Procedures
4	Force Majeure (e.g. Plane Crash etc.)	None

6.2.2 Disaster Recovery Procedure

In the event of a disaster recovery being invoked the Cloud Hosting Provider will restore the hosted virtual machines in their standby data centre. Containers and virtual machine builds are orchestrated using an automated process. This would be used to build a new environment on the UK Azure West platform.

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Given the potential ramifications of an Azure outage significant enough to require the Supplier to invoke its disaster recovery plan, the Supplier has set a conservative Recovery Time Objective of 24 to 48 hours for full recovery but would expect this to be possibly much sooner.

The Recovery Point Objective is to within 10 minutes of data system failure time.

6.3 Business Continuity

In the event of a system failure the Customer will adopt a business continuity procedure until such time that EMS™ has been returned to full working order.

It is the responsibility of the Customer to provide its own business continuity plan.

7. Software Upgrades

7.1 EMS™ Upgrades and versions

Under this Agreement, the Supplier shall make available regular Upgrades at no additional charge. The Customer may request additional Upgrades to EMS™; however, this may incur further charges to the Customer.

EMS™ is versioned in the following way, whereby a version is denoted as X.Y.Z.

Product Revision	Major	Minor
X	Y	Z
2	13	2

A Major Release shall be categorised by an increment of either X, the product revision number, or Y, the major number, and a Minor Release shall be categorised by an increment of Z, the minor number.

7.2 EMS™ Upgrade release process

Prior to releasing an Upgrade, the Supplier will seek to provide the Customer with reasonable advance notice that the Upgrade will occur and the time that it will be applied to the Customer UAT environment and/or LIVE Production environment (as applicable). However, should a Minor Release require immediate roll-out, such as in instances to ensure the stability of EMS™, the Supplier may not be able to provide prior notification, and shall instead inform the Customer after application of the Minor Release.

The Supplier will work with the customer on the best upgrade window. Specific windows requested Outside Service Cover Time may incur further charges to the Customer.

Prior to the Upgrades being applied, the Supplier will make available to the Customer a Software Release Note, which shall detail the changes to EMS™, including the new features, bug fixes and enhancements. Further, prior to a Major Release, the Supplier shall provide the Customer with an EMS Enhancement Guide, which shall detail the more significant changes to EMS™. The EMS Enhancement Guide shall include screenshots to assist Users.

Upon roll-out of the Upgrades, the Supplier shall carry out internal testing before customer upgrades. Customer testing would be carried out within their UAT environment before an upgrade to their Production environment. Any issues identified post upgrade would be further tested by supplier to identify the root cause and required remedy actions. Should an Issue be identified that requires immediate remedy, the Supplier shall release a Minor Update as soon as possible to Fix this.

7.3 EMS™ Upgrades – Keeping up to date

EMS makes available regular updates that provide important:

- Security Patches – keeping your data safe and secure
- National reporting updates – keeping you compliant with NED or emerging national requirements.

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- Clinical and administrative improvements – making your life easier.

It's imperative that new releases are applied when made available by MEDILOGIK. Therefore, we require customers to remain within one major version of the current latest version. Security Patches will only be issued against the current EMS™ version. Customers remaining on older versions of EMS™ will compromise the Supplier's ability to support deprecated functionality, MEDILOGIK will also not accept any enhancement requests from customers not keeping their instance current.

8. Service Review and Reporting

A Service Review will be held annually. An additional review can be requested by the Customer at any time providing reasons for the review in writing and the Supplier will respond and fix a meeting date within 20 Working Days of the request.

The Supplier will attend by teleconference and these meetings will be used to discuss performance during the previous period.

During the Service Review meetings any concerns are noted, issues and risks captured, details of planned service changes/disruptions communicated, and complaints reviewed as appropriate and updates provided on concerns, risks, issues and actions taken from previous meetings.

The Supplier will provide as a minimum the following information:

- Issue information
- Service Levels
- Call volumes

At the Service Review meeting, the System Administrator will provide a summary regarding their experience of the Supplier's management of the Services. This feedback may form the basis of any Service Improvement Plans.

A suggested Service Review agenda template is provided in Appendix A.

9. Security

Remote access by the Supplier to the Customer's network (as required for remote support of locally hosted TIE or Supplier provided software) will be via HSCN or an alternative system provided by or approved by the Customer.

Access to the Customer's instance of EMS™ will be locked down to an IP address range or ranges supplied by the Customer and the IP address ranges of the Supplier's offices to allow for support access.

The Supplier will adhere to security policies notified in advance and agreed with the Customer.

The Supplier has in place all mandated and best practice security advice as defined by The Centre for Internet Security's Level 2 server profile or shall maintain a list of exceptions and the rationale for the exception.

10. Confidentiality & Non-Disclosure

The Supplier acknowledges and understands that Confidential and Proprietary Information are confidential, proprietary, and secret, and are of great value and importance to the Customer's business.

The Supplier agrees to safeguard the Confidential and Proprietary Information and to prevent the unauthorised, negligent or inadvertent disclosure thereof. The Supplier:

- a) shall not release Confidential and Proprietary Information by telephone.
- b) shall not leave Confidential and Proprietary Information on telephone answering machines.
- c) shall not disclose Confidential and Proprietary Information via email.
- d) shall not, without the prior written approval from the Customer directly or indirectly disclose the Confidential and Proprietary Information to any other person or business entity.
- e) shall promptly notify the Customer in writing of any unauthorised, negligent or inadvertent disclosure of Confidential and Proprietary Information.
- f) agrees not to disclose any Confidential and Proprietary Information belonging to the Customer during or after any termination of the Agreement; and
- g) shall be liable under this Agreement to the Customer for any disclosure in violation of this Agreement.

The restrictions above shall not apply to the extent that any Confidential Information and Proprietary Information:

- a) has been received from a third party who are not bound by an obligation of confidentiality to the Customer.
- b) was already in the Supplier's possession prior to its acquisition from the Customer as evidenced by written records.
- c) was independently generated by the Supplier as evidenced by written records.
- d) is in or comes into the public domain other than by reason of a breach of this Agreement.
- e) is required to be disclosed by law or a court or other competent authority; or
- f) is disclosed with prior written consent of the Customer.

In the event of a breach of this clause of the Agreement, the Customer may be entitled to injunctive relief, or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages.

The Supplier shall ensure that all its employees who have access to or handle personal health information sign a statement in which they undertake to keep all such information confidential. The Supplier shall inform such employees in writing of the importance of the confidentiality of personal health information, the principles of protecting confidentiality and that breach of any confidentiality shall be a serious disciplinary matter.

It is expressly stated that all personal health information relating to patients of the Customer is confidential and shall not be disclosed by the Supplier under any circumstances and unauthorised disclosure by the Supplier or any of their personnel, shall constitute a breach of this Agreement.

The Customer shall treat as confidential all information, obtained from the Supplier, including but not limited to any source code in EMS™ and/or EMS™; and shall not disclose to any third party without

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the prior written consent of the Supplier any Confidential and Proprietary Information obtained from the Supplier.

Nothing in this clause shall prevent the Supplier or the Customer from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential and Proprietary Information or an infringement by the Customer or the Supplier of any intellectual property rights.

11. Data Protection

11.1 Compliance

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.2 Transfer of Personal Data

The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Supplier is the Processor.

Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier and/or lawful collection of the Personal Data by the Supplier on behalf of the Customer for the duration and purposes of this Agreement.

Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

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- g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this Agreement unless required by Domestic Law to store the Personal Data;
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Customer or the Customer's designated auditor; and
- i) promptly inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

12. Service Credits

The Supplier provides for a maximum 20% of the annual Support Contract Value to be credited to the Customer in the event of unscheduled non-availability of all or part of EMS™ due to Issues in the application in any year of this Agreement. Availability will be measured as set out in Appendix B (clause 15) of this Agreement.

This will be discussed with the Customer during each Service Review, and an agreed percentage of annual Support Contract Value may be deducted from the payment for the next Maintenance Period.

To assist these discussions, Calls will be logged by the Customer independently of any mechanism in use by the Supplier.

The level of service credit to be applied will be based on the following scale:

Availability Per Annum (%)	Service Credit (%)
99% and over	Nil
97% to 99%	5%
95% to 97%	10%
Less than 95%	20%

13. Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination, or the legal relationships established by this Agreement, or any non-contractual claims (whether in tort or otherwise), shall be referred to and finally determined by arbitration.

It is agreed that:

- a) the tribunal shall consist of one arbitrator to be appointed by the parties or, failing agreement by the parties within 30 days of service of written notice by either party to the other party requesting agreement to the appointment of an arbitrator, the appointing authority shall be the London Court of International Arbitration (LCIA), who shall make the appointment at the request of either Party;
- b) the seat of the arbitration shall be London;
- c) the law governing this arbitration agreement shall be English law; and
- d) the language of the arbitration shall be English.

All procedural and evidential matters shall be as agreed between the parties or, in default of agreement, shall be determined by the tribunal after consultation with the parties.

The tribunal may decide, after consultation with the parties, that any hearing will take place in person by physical attendance, or remotely by videoconference or using other appropriate technology, or by a combination of physical and remote attendance. Where a hearing is to take place other than in person, the tribunal will, in advance of the hearing, consult with the parties and give directions on steps to be observed to facilitate a fair and efficient procedure for the hearing.

The tribunal's award shall be final and binding. The parties hereby agree to exclude all rights to seek a determination by the court of a preliminary point of law under section 45 of the Arbitration Act 1996 and all rights of appeal on a point of law from any arbitration award under section 69 of the Arbitration Act 1996.

The tribunal shall have the power to order on a provisional basis, subject to appropriate adjustment (if any) in the tribunal's final decision or final award, any relief which it would have the power to order in a final award.

It is agreed that nothing in this arbitration clause shall prevent any party from applying at any time to the courts of any country for injunctive or other interim relief.

AGREED by the Parties on the date set out at the head of this Agreement.

Executed by [Name of Director] for and on behalf of CUSTOMER

Signature -

Name -

Position -

Date -

Executed by [Name of Director] for on behalf of **MEDILOGIK Limited**

Signature -

Name -

Position -

Date -

14. Appendix A

14.1 Service Review agenda template

Supplier:	MEDILOGIK Ltd
System	Endoscopy Management System EMS™
Date:	
Venue:	

1	Minutes and Actions Review Approval of minutes from previous meeting Progress against actions from previous minutes not covered elsewhere in the Agenda.
2	Performance Review of previous period – Overview Any key milestones and key actions - progress against these Significant Incidents Explanation for any missed service level targets
3	Performance review of previous period against SLA Incidents and Target Fix Times – numbers in or out Service Affecting Incidents Permanent Fixes or Workarounds Incidents with amended severities Changes (raised, accepted, rejected, backed out)
4	Next Period – events, activities, milestones Any known plans that may affect the service/SLA (e.g. requests for change) Review of any potential Changes Events requiring Authority involvement Any developments in the coming period
5	Continuous Service Improvement Status of any existing SIPs/Implemented SIPs New SIPs required
7	AOB

15. Appendix B

15.1 Service levels and availability.

Service Level of uptime/availability results in the following periods of acceptable Downtime / unavailability during the various reporting periods:

Percentage Availability	Percentage Unavailability (unplanned)	Yearly reporting (max. Unplanned unavailability)
99	1	21h 50m
97	3	65h 31m
95	5	109h 12m

The measurements take place according to the following monitoring periods (UK time):

DAY	Time Frame	Total Daily Hours
Monday	0900 - 1730	8.5
Tuesday	0900 - 1730	8.5
Wednesday	0900 - 1730	8.5
Thursday	0900 - 1730	8.5
Friday	0900 - 1700	8
Saturday	NA	0
Sunday	NA	0

EMS™ maintenance is normally carried out Outside Service Cover Time. Any planned Downtime During Service Cover Time will not be counted as unavailability if there is prior agreement with the Customer.

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16. Appendix C

16.1 Corrective Action Plan Template

(Use one template for each incident)

MEDILOGIK EMS – Corrective Action Plan

General

Incident Number:	Specify the unique identifier assigned to the incident.
Requirement not met:	Describe the requirement not met and/or deficiency

Incident

Incident Description:	Describe the incident, in detail.
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APPROACH TO COMPLIANCE

Corrective Action:	Describe the necessary steps to correct the incident.
Roles and Responsibilities:	Describe each project team member and stakeholder involved in the correction and re-test, and identify their associated responsibilities for ensuring the correction is executed appropriately.
Workaround (if needed):	Describe any processes or procedures that need to be followed until the incident is corrected.
Approval of Approach:	Describe the approval process required for the correction of the incident.

SCHEDULE FOR COMPLIANCE

Major Milestones:	Provide the milestones and dates for the correction of the incident.
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Dependencies:	List any dependencies to other tests, tasks, projects, etc.
Time:	List any additional cost in time due to the correction of the incident.
Resources:	List any additional cost in resources due to the correction of the incident.
Fiscal Impact:	List any additional fiscal impact due to the correction of the incident.

CONCLUSION AND NEXT STEPS

Checkpoints:	Designate checkpoints to ensure the correction of the incident.
Re-assessment of Incident:	Describe the steps required to re-assess the incident once it has been corrected and re-tested. If the re-test is unsuccessful, include how this open incident will be handled. If the incident cannot be corrected, describe how it will be dealt with. Include any timeframes, if appropriate.
Approvals and Certification of Compliance:	Describe the approval required for the re-assessment/certification of compliance once the incident has been corrected and re-tested successfully.
Formal Review of Status:	Describe the steps necessary for a formal status review of the correction of the incident.