

TERMS & CONDITIONS

PLEASE NOTE: WHERE THE BUYER IS BUYING VIA RM1557.15, THE CALL-OFF CONTRACT AND FRAMEWORK DOCUMENTS TAKE PRECEDENCE IF THERE'S ANY CONFLICT

DEFINITIONS AND RULES OF INTERPRETATION

The definitions and rules of interpretation set out in Schedule 1 ('Glossary') apply in this Agreement.

1. TERM

- 1.1 This Agreement shall come into force upon the Effective Date.
- 1.2 This Agreement shall continue in force for the Initial Term and shall automatically renew for subsequent Renewal Terms, subject to termination in accordance with Clause 17 or any other provision of this Agreement.

2. SERVICES

- 2.1 Joy shall, during the Term, provide the Services to Customer on and subject to the terms of this Agreement.
- 2.2 Joy shall use reasonable efforts to make the Services available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out on Sundays or during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Business Hours, provided that Joy has used reasonable efforts to give Customer at least 6 Business Hours' notice in advance.

3. AUTHORISED USERS

- 3.1 Subject to Clause 3.2 and the other terms and conditions of this Agreement, Joy hereby grants to Customer a non-exclusive, non-transferrable right, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Term solely for Customer's clinical, health and wellbeing purposes.
- 3.2 In relation to the Authorised Users, Customer undertakes that:
 - (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the maximum number of Authorised Users specified in the Cover Sheet (if any);
 - (b) it will not allow or suffer any one Authorised User's account for the Services to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
 - (c) each Authorised User shall keep a secure password for their use of the Services and that each Authorised User shall keep their password confidential;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Joy within 5 Business Days of Joy's written request at any time or times;
 - (e) it shall permit Joy or Joy's designated auditor to audit the Services in order to establish the name and password of each Authorised User;
 - (f) if any of the audits referred to in Clause 3.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Joy's other rights, Customer shall promptly disable such passwords and Joy shall not issue any new passwords to any such individual; and
 - (g) if any of the audits referred to in Clause 3.2(e) reveal that Customer has underpaid Fees to Joy, then without prejudice to Joy's other rights, Customer shall pay to Joy an amount equal to such underpayment within 10 Business Days of the date of the relevant audit.
- 3.3 The right granted under Clause 3.1 is granted to Customer only and shall not be considered granted to any subsidiary or holding company of Customer.

4. USE RESTRICTIONS

- 4.1 If an Assumption re Catchment Area Size has been made, Customer:
 - (a) confirms that that Assumption is (and will continue to be) correct; and
 - (b) must promptly inform Joy if it becomes aware that that Assumption is incorrect.
- 4.2 If Permitted Organisations have been specified, Customer must ensure that only Permitted Organisations and their Authorised Users are given access to and permitted to use the Services and the Platform.
- 4.3 Customer shall not, and shall procure that no Authorised Users or other persons, access, store, distribute or transmit any viruses or any material during the course of its or their use of the Services and/or the Platform that: (i) is unlawful, harmful, threatening, defamatory, infringing, harassing or racially or ethically insensitive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (vi) is otherwise illegal or causes damage or injury to any person or property, and Joy reserves the right, without liability to Customer or prejudice to its other rights, to disable Customer's and any relevant Authorised User's access to any material that breaches the provision of this Clause 4.1.
- 4.4 Except to the extent expressly permitted in this Agreement or as permitted by law on a non-excludable basis, Customer will not, and will not suffer or permit Authorised Users or other persons to:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or the Platform in any form or media or by any means;
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services and/or the Platform;
 - (c) suffer or permit any person who is not an Authorised User to access or use the Services and/or the Platform;

- (d) use the Services and/or the Platform to provide services to third parties;
 - (e) republish or redistribute any content or material from the Services and/or the Platform;
 - (f) use or access the Services and/or the Platform in order to build a product or service which competes with the Services and/or the Platform;
 - (g) make any alteration to the Services and/or Platform; or
 - (h) conduct or request any other person to conduct load testing or penetration testing on the Services and/or the Platform.
- 4.5 Customer must comply with, and will procure that all Authorised Users comply with, Joy's Acceptable Use Policy available at <https://thejoyapp.com/en/infos/terms> (as updated by Joy from time to time).
- 4.6 For the avoidance of doubt, Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 5. ADDITIONAL SERVICES**
- If Fees for any Additional Services are identified in the Cover Sheet, Joy will perform those Additional Services with reasonable skill and care in accordance with the Cover Sheet.
- 6. SUPPORT AND TRAINING SERVICES**
- 6.1 Joy may provide Support and Training Services to Customer during the Term. Joy intends to provide Support and Training Services free of charge. However, Joy reserves the right to charge for Support and Training Services if (in Joy's opinion) Customer's use of the Support and Training Services is unusually high or Joy experiences capacity issues.
- 6.2 Customer may request Support and Training Services by contacting the helpdesk using the chat interface at www.thejoyapp.com.
- 6.3 Joy shall provide the Support and Training Services with reasonable skill and care.
- 6.4 Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support and Training Services. Customer must not use the helpdesk for any other purpose.
- 6.5 Joy shall respond promptly to all requests for Support and Training Services made by Customer through the helpdesk.
- 6.6 Joy may suspend the provision of the Support and Training Services if:
- (a) any amount due to be paid by Customer to Joy under this Agreement is overdue; or
 - (b) Customer (or any Authorised User) breaches the terms of this Agreement.
- 7. IMPLEMENTATION PLAN**
- 7.1 Joy will use reasonable efforts to perform the Implementation Plan in accordance with the target dates indicated in the Cover Sheet (if any). However, Customer agrees that any such target dates are indicative estimates only.
- 7.2 Customer agrees that Joy's performance of the Implementation Plan depends on Customer performing the Customer Responsibilities by the target dates indicated in the Cover Sheet (if any). Joy is not responsible for a failure to perform the Implementation Plan if Customer has not performed the Customer Responsibilities by such target dates.
- 8. CUSTOMER DATA**
- 8.1 Customer hereby grants to Joy a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit, translate and otherwise use Customer Data to the extent reasonably required for the performance of Joy's obligations and the exercise of Joy's rights under this Agreement.
- 8.2 Customer warrants to Joy that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach any law, statute or regulation, in any jurisdiction and under any applicable law.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 Except in respect of the right granted at Clause 3.1 and the licence granted at Clause 8.1, nothing in this Agreement shall operate to assign, transfer or grant any Intellectual Property Rights from Joy to Customer, or from Customer to Joy.
- 9.2 Without prejudice to the generality of Clause 9.1, Customer agrees that Joy and/or its licensors own all Intellectual Property Rights in the Services and the Platform.
- 10. FEES**
- 10.1 Customer shall pay the Fees to Joy in accordance with this Agreement.
- 10.2 All amounts stated in or in relation to this Agreement are stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by Customer to Joy.
- 10.3 Fees paid are non-refundable.
- 10.4 Joy may increase all or any of the Fees on an annual basis on 1 April of each year after the first anniversary of the Effective Date by the greater of: (i) the percentage increase in the Retail Prices Index (all items) published by the UK Office for National Statistics in the preceding 12-month period; and (ii) 2% (two per cent.).
- 10.5 Joy may increase the Fees by giving Customer not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of this Agreement. If Customer objects to the variation, Customer must, within 45 days of the date of Joy's first notice, give written notice of its objection to Joy, in which case the Fees will continue unchanged and Joy's first notice will be of no effect. For the avoidance of doubt, if Customer does not object within 45 days, the variation of the Fees will take effect on the date indicated in Joy's first notice.
- 10.6 If Customer breaches Clause 4.1 or Clause 4.2, Joy may invoice Customer and Customer will pay (in accordance with this Clause 10) reasonable additional Fees on a pro-rated basis as determined by Joy.
- 11. PAYMENTS**
- 11.1 Joy shall issue invoices for the Fees to Customer in advance of the period to which they relate.
- 11.2 Customer must pay the Fees to Joy within 30 days of the date of the invoice in accordance with this Clause 11.

- 11.3 Customer must pay the Fees by direct debit, BACS or bank internet transfer (using such payment details as are notified by Joy to Customer from time to time).
- 11.4 If Customer does not pay any amount properly due to Joy under this Agreement, Joy may:
- (a) charge Customer interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); and/or
 - (b) without liability suspend Customer's access to the Services and/or the Platform provided that Joy has given Customer no less than 15 days' written notice of its intention to take such action.

12. CONFIDENTIALITY OBLIGATIONS

- 12.1 Each Party must:
- (a) keep Confidential Information of the other Party strictly confidential;
 - (b) not disclose Confidential Information of the other Party to any person without the other Party's prior written consent. For the avoidance of doubt, the transmittal of Customer Data at Customer's instruction via the Platform do not constitute disclosures by Joy; and
 - (c) use the same degree of care to protect the confidentiality of the other Party's Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care.
- 12.2 Notwithstanding Clause 12.1, each Party may disclose the Confidential Information to its officers, employees, professional advisers, insurers, agents, contractors and subcontractors who have a need to access Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information.
- 12.3 This Clause 12 imposes no obligations upon the receiving Party with respect to Confidential Information that:
- (a) is known to the receiving Party before disclosure and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the receiving Party; or
 - (c) is obtained by the receiving Party from a third party in circumstances where the receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality.
- 12.4 The restrictions in this Clause 12 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the receiving Party on any recognised stock exchange.
- 12.5 The provisions of this Clause 12 shall continue in force indefinitely following the termination of this Agreement.

13. DATA PROTECTION

- 13.1 With respect to the processing of Customer Personal Data, Customer is the data controller and Joy is the data processor (as defined in the Data Protection Laws). This Clause 13 is a contract for the purposes of Art 28(3) of UK GDPR.
- 13.2 Each Party shall comply with (and Customer shall ensure that each Authorised User complies with) the Data Protection Laws with respect to the processing of the Customer Personal Data.
- 13.3 Without prejudice to the generality of Clause 13.2, Customer will ensure that it has (and maintains at all times during the Term) all necessary and appropriate consents and notices (including as required for the processing of special category data) in place to enable lawful transfer of Customer Personal Data to Joy and Service Providers for the duration and purposes of this Agreement.
- 13.4 Customer shall only supply to Joy, and Joy shall only process, in each case under or in relation to this Agreement:
- (a) the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 2; and
 - (b) Personal Data of the types specified in Paragraph 2 of Schedule 2.
- 13.5 Joy shall only process the Customer Personal Data for the purposes specified in Paragraph 3 of Schedule 2.
- 13.6 Joy shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 13.
- 13.7 Joy shall only process the Customer Personal Data on the documented instructions of Customer, as set out in this Agreement or any other document agreed by the Parties in writing.
- 13.8 Customer hereby authorises Joy to make the following transfers of Customer Personal Data:
- (a) Joy may transfer the Customer Personal Data internally to its own employees, contractors, offices and facilities; and
 - (b) Joy may (on Customer's instructions and as data processor on Customer's behalf) transfer the Customer Personal Data to Service Providers and directly relevant healthcare professionals.
 - (c) Joy may transfer the Customer Personal Data to the sub-processors identified in Paragraph 4 of Schedule 2, providing that such transfers must be protected by any appropriate safeguards required in UK GDPR.
- 13.9 Joy shall promptly inform Customer if, in the opinion of Joy, an instruction of Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 13.10 Notwithstanding any other provision of this Agreement, Joy may process the Customer Personal Data if and to the extent that Joy is required to do so by applicable law. In such a case, Joy shall inform Customer of the legal requirement before processing, unless that law prohibits such information.
- 13.11 Joy shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 13.12 Joy and Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

- 13.13 Joy shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist Customer with the fulfilment of Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 13.14 Joy shall assist Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Joy may charge Customer at its standard time-based charging rates for any work performed by Joy at the request of Customer pursuant to this Clause 13.14.
- 13.15 Joy must notify Customer of any Personal Data breach affecting the Customer Personal Data without undue delay.
- 13.16 Joy shall make available to Customer all information reasonably necessary to demonstrate Joy's compliance with the Data Protection Laws. Joy may charge Customer at its standard time-based charging rates for any work performed by Joy at the request of Customer pursuant to this Clause 13.16.
- 13.17 Joy shall, at the choice of Customer, delete or return all of the Customer Personal Data to Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 13.18 Joy shall allow for and contribute to audits conducted by Customer or another auditor mandated by Customer. Any such audits: (i) must take place on no less than 60 (sixty) days prior written notice to Joy; (ii) must take place during Business Hours; (iii) must not last longer than one Business Day; (iv) must be conducted by individuals who have entered into confidentiality undertakings reasonably acceptable to Joy; (v) will take place as an accompanied site visit; and (vi) will not include any third-party premises. Joy may charge Customer at its standard time-based charging rates for any work performed by Joy at the request of Customer pursuant to this Clause 13.18.
- 13.19 If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use best efforts promptly to agree variations to this Agreement as may be necessary to remedy such non-compliance.

14. WARRANTY, INDEMNITY AND DISCLAIMER

- 14.1 Each Party warrants to the other Party that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 14.2 Customer acknowledges that:
- (a) software is never wholly free from defects, errors and bugs. Joy gives no warranty or representation that the Services and/or the Platform will be wholly free from defects, errors and bugs;
 - (b) software is never entirely free from security vulnerabilities. Joy gives no warranty or representation that the Services and/or the Platform will be entirely secure; and
 - (c) the Services are designed to be compatible only with certain software and systems. Except as expressly set out in this Agreement, Joy does not warrant or represent that the Services will be compatible with any software or systems.
- 14.3 Customer agrees that Joy will not provide any legal, financial, accountancy, taxation or medical advice under this Agreement or in relation to the Services; and, except to the extent expressly provided otherwise in this Agreement, Joy does not warrant or represent that the Services or the use of the Services by Customer will not give rise to any legal liability on the part of Customer or any other person.
- 14.4 Customer shall Indemnify Joy from and against all Liabilities suffered or incurred by Joy arising out of or in connection with: (i) any claim brought by or on behalf of a Customer Client; and/or (ii) any failure by Customer, a Customer Client and/or a Service Provider to comply with the Data Protection Laws.
- 14.5 In Clause 14.4: (i) "**Indemnify**" includes to indemnify, keep indemnified, defend and hold harmless; (ii) "**Liabilities**" includes any and all actions, claims, costs, damages, expenses (including reasonable legal fees), liabilities, losses and proceedings; and (iii) "**Customer Client**" means any Authorised User and any individual or entity on whose behalf an Authorised User uses the Services.
- 14.6 All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

15. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 15.1 Nothing in this Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 15.2 The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:
- (a) are subject to Clause 15.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 15.3 Joy shall not be liable to Customer in respect of any losses arising out of a Force Majeure Event.
- 15.4 Joy shall not be liable to Customer in respect of any: (i) loss of profits or anticipated savings; (ii) loss of revenue or income; (iii) loss of business, contracts or opportunities; (iv) loss of data; or (v) special, indirect or consequential loss or damage.

15.5 The total aggregate liability of Joy to Customer under this Agreement shall not exceed the greater of: (i) £5000; and (ii) the total amount paid and payable by Customer to Joy under this Agreement in the 12-month period preceding the commencement of the event or events giving rise to liability.

16. FORCE MAJEURE

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

16.2 A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (i) promptly notify the other; and (ii) inform the other of the period for which it is estimated that such failure or delay will continue.

16.3 A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. TERMINATION

17.1 Either Party may terminate this Agreement by giving to the other Party at least 30 days' written notice of termination such notice to expire no sooner than the end of the Initial Term or any subsequent Renewal Term.

17.2 A Party may terminate this Agreement immediately by giving written notice of termination to the other Party if the other Party: (i) commits a material breach of this Agreement; or (ii) fails to pay in full within 14 days after the due date any invoice issued under this Agreement.

17.3 Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:

- (a) the other Party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party; or
- (c) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under this Agreement).

18. EFFECTS OF TERMINATION

18.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 0, 4.6, 9, 11.4(a), 12, 13, 14.4, 15, 16, 18, 19 and 20.

18.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.

18.3 Within 30 days following the termination of this Agreement for any reason Customer must pay to Joy any Fees in respect of Services provided to Customer before such termination, without prejudice to Joy's other legal rights.

19. NOTICES

19.1 Any notice from one Party to the other Party under this Agreement must be given by one of the following methods (using the relevant contact details set out or referred to in this Clause 19): (i) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or (ii) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days after posting, provided that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

19.2 Joy's contact details for notices under this Clause 19 are: #4 Collingwood House, Mercers Rd, London, N19 4PJ.

19.3 Customer's contact details for notices under this Clause 19 are in the 'Customer contact details' row of the Cover Sheet.

19.4 The contact details set out or referred to in this Clause 19 may be updated from time to time by a Party giving not less than five Business Days' written notice of the update to the other Party in accordance with this Clause 19.

20. GENERAL

20.1 On an exceptional basis, Joy may agree deviations to these Terms & Conditions. Any such deviations must be documented in Box G ('Supplemental Terms') of the Cover Sheet. To the extent such deviations conflict with these Terms & Conditions, the deviations will take priority. However any deviations will be construed narrowly, notwithstanding rule of interpretation 4 in Schedule 1.

20.2 Time is not of the essence in respect of any of Joy's obligations under this Agreement.

20.3 No breach of this Agreement shall be waived except with the express written consent of the Party not in breach.

20.4 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).

20.5 Except as set out in Clause 10.5, this Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.

20.6 Joy may assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement. Customer may not without the prior written consent of the other Party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

- 20.7 This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 20.8 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.
- 20.9 This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

SCHEDULE 1

GLOSSARY

In this Agreement, capitalised terms have the following meanings:

Additional Services	If applicable, Initial Set-up, Marketplace Building and Consultancy Services as identified in the Cover Sheet
Agreement	the Cover Sheet and these Terms & Conditions (including the Schedules)
Assumption re Catchment Area Size or Assumption	an assumption about the population size of the catchment area in which the Services are used. Assumptions (if any) will be set out in the 'Assumption re Catchment Area Size' in Box B ('Services Details') in the Cover Sheet
Authorised Users	those employees, agents and independent contractors of Customer who are authorised by Customer to use the Services
Business Hours	the hours of 09:00 to 17:00 GMT/BST on a Business Day
Business Day	a day other than a Saturday, Sunday or public holiday in England where the banks in London are open for business
Confidential Information	(a) any information disclosed by or on behalf of a Party to the other Party during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure: (i) was marked or described as "confidential" or (ii) should have been reasonably understood by the receiving Party to be confidential; and (b) the Customer Data
Cover Sheet	the cover sheet to which these Terms & Conditions are attached (and which incorporates these Terms & Conditions)
Customer	the person or entity identified as the customer in the Cover Sheet
Customer Data	all data, works and materials: uploaded to or stored on the Platform by Customer; transmitted by the Platform at the instigation of Customer; supplied by Customer to Joy for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Services by Customer
Customer Personal Data	any Personal Data that is processed by Joy on behalf of Customer in relation to this Agreement
Customer Responsibilities	the responsibilities Customer is required to perform by the dates set out in the Cover Sheet in connection with the Implementation Plan
Data Protection Laws	UK GDPR (as such term is defined in the Data Protection Act 2018) and the Data Protection Act 2018
Effective Date	the date the second Party signs this Agreement (or, if the second Party does not sign this Agreement, the date on which Authorised Users first accesses the Services)
Force Majeure Event	an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks, wars, pandemics and epidemics)
Fees	the amounts specified in the Cover Sheet
Glossary	this Schedule 1 ('Glossary')
Implementation Plan	the implementation plan in respect of the Services and the Platform (if any) described in the Cover Sheet
Initial Term	has the meaning given in the Cover Sheet
Intellectual Property Rights	all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs)
Joy	the entity identified as Joy in the Cover Sheet
Party	either Customer or Joy (as applicable) and "Parties" means both of them

Permitted Organisations	the permitted organisations (if any) listed in the 'Permitted Organisations' row of Box B ('Services Details' in the Cover Sheet, to which access to the Platform and the Services is limited pursuant to Clause 4.2
Personal Data	has the meaning given to it in the Data Protection Laws
Platform	the platform managed by Joy and used by Joy to provide the Services, including the application and database software for the Services, the system and server software used to provide the Services
Renewal Term	a period of time equivalent in length to the Initial Term
Service Providers	service providers (including third parties) to which Customer may, via the Platform, refer patients
Services	the software services provided by Joy to Customer under this Agreement via https://thejoyapp.com (or such other website notified to Customer from time to time), as identified in the 'Service Modules' row of the Cover Sheet
Support and Training Services	support and training in relation to the use of, and the identification and resolution of errors in the Services
Term	the Initial Term and each Renewal Term
Terms & Conditions	the terms & conditions of which this Glossary is a schedule

In this Agreement, the following rules of interpretation apply:

1. In this Agreement, a reference to a statute or statutory provision includes a reference to: (i) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (ii) any subordinate legislation made under that statute or statutory provision.
2. The Clause headings do not affect the interpretation of this Agreement.
3. References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
4. In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 2

DATA PROCESSING INFORMATION

1. Categories of data subject

- Employees and Patients

2. Types of Personal Data and purposes of processing

Personal and sensitive personal data are processed by the Platform. These include:

- Name – to know who the individual is
- *DOB/Age – some services are specific for different age-groups
- Contact details (email address, telephone number etc.) – to be able to contact individuals
- *Health information (medical conditions, mental health, wellbeing needs, allergies) – to match the individual to a correct service, to ensure patient safety at all times
- Address – it may be necessary for a home visit, or to determine eligibility to a community-based service, or to identify community-based services close to the individual's home
- *Data revealing ethnicity – to enable equalities reporting and to identify health inequalities based upon ethnicity.
- Unique identifier NHS number – to identify the individual
- *Gender – to match clients to appropriate services and to identify health inequalities based upon gender
- *Reason for referral – to keep track of why they have been referred
- *Safeguarding concerns e.g., risk of violence, substance abuse – to ensure the safety of the individual

3. Purposes of processing Personal Data

- Enabling Joy to provide the Service and the Platform to Customer.

4. Sub-processors of Personal Data

Sub-processor name / type	Authorisation type (UK GDPR Art 28(2))	Reason / appointment criteria
Amazon Web Services ("AWS")	Prior specific authorisation	AWS provides the computing infrastructure to host the Platform. The AWS infrastructure is located in London
Software development sub-processors	General written authorisation	Joy engages third-party developers to provide software development services to support the Platform. These developers provide services like bug-fixing. They may have access to personal data on an incidental basis during the course of their activities Customer gives its general written authorisation to Joy to engage software developers provided they meet the following criteria: (1) the software developers are specialist software

		development professionals and (2) the terms on which Joy engages those software developers are GDPR compliant.
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