

“Making Healthcare Maximally Intelligent”

GCloud 15 Terms and Conditions

Commonly, terms and conditions of specific contracts are defined by standard customer requirements. For GCloud, these are defined for what is included in Call-Off contracts, which we have assessed and find acceptable.

For our general terms and conditions:

VAT	All prices and rates to any specific requirement will be quoted exclusive of Value Added Tax. All invoices will be submitted with Value Added Tax included at the prevailing rate.
Expenses	All expenses will be included within the quoted prices.
Payment Terms	Invoices to be paid by BACS within 30 days.
Validity	Every proposal is valid for 90 days from date of publication.

Our services and products are covered by the following insurances:

Insurance	Limit
Professional indemnity	£5,000,000
Public and products liability	£5,000,000
Employers' liability	£10,000,000

Our standards are assured by the following Certifications:

Certificate Code	Description
ISO 9001	Quality Management System
ISO 14001	Environmental Management System
ISO 27001	Information Security Management System
Cyber Essentials	To protect against cyber attacks.



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(DATE)

SOFTWARE LICENCE AGREEMENT

between

Future Perfect (Healthcare) Limited

and

(Licensee)

for

PANACEA

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is made the day of xxxxxxxx 20xx.

BETWEEN:

- (1) Future Perfect (Healthcare) Limited a company registered in England under number 8846294 whose registered office is at 53 Chishill Road, Heydon, SG8 8PN (“the Licensor”) and
- (2) Licensee name and address (“the Licensee”)

WHEREAS:

- (1) The Licensor has developed and owns or has licensed from third parties or taken as opensource and then controlled the Licensed Programs set out in Schedule 2.
- (2) The Licensor has agreed to deliver to the Licensee the Licensed Programs and to grant to the Licensee a non-exclusive licence to use the same.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Acceptance Date”	means the date on which the Licensed Programs are accepted (or deemed to be accepted) by the Licensee pursuant to Clause 7;
“Business Day”	means any day (other than Saturday or Sunday or Bank holidays);
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Delivery Date”	means the delivery date specified in Schedule 4;
“Equipment”	means such computer equipment listed in Schedule 1;

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“Intellectual Property Rights”	means any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, rights in designs and inventions;
“Licence”	means the licence granted by the Licensor pursuant to sub-Clause 2.1;
“Licence Fee”	means the fee for the Licence provided under this Agreement as specified in Schedule 3;
“Licensed Program Materials”	means, collectively, the Licensed Programs, the Program Documentation and the Media;
“Licensed Programs”	means the computer software programs of the Licensor specified in Schedule 2 and all releases and versions thereof;
“Media”	means the media on which the Licensed Programs and the Program Documentation are stored or printed as provided to the Licensee by the Licensor specified in Schedule 5;
“Program Documentation”	means the operating manuals, user instructions, technical literature and all other related materials in eye-readable form supplied to the Licensee by the Licensor for aiding the use and application of the Licensed Programs;
“Purchase Order”	Means PO xxxxxxxx by Licensee to Licensor on (Date) xx xxxxxx 20xx;
“Specification”	the specification of the Licensed Programs describing the facilities and functions thereof, a copy of which is annexed to this Agreement as Schedule 6; and
“Use the Licensed Program Materials”	means to read any or all parts of the Licensed Programs from any form of storage media, to load the Licensed Programs on the Equipment for the storage and/or running of the Licensed Programs, to read and possess the Program Documentation in conjunction with the use of the Licensed Programs and to possess the Media.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

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- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to this Agreement;
- 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a “Party” or the “Parties” refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Grant of Licence

- 2.1 Following the issue of the Purchase Order the Licensor grants to the Licensee a non-exclusive licence to Use the Licensed Program Materials on and in conjunction with the Equipment subject to the terms and conditions contained in this Agreement.
- 2.2 The Use of the Licensed Program Materials is restricted to use on and in conjunction with the Equipment save that:
 - 2.2.1 if the Licensed Program Materials cannot be used with the Equipment because it is inoperable for any reason then the Licence shall be temporarily extended without additional charge to use with any other equipment until such failure has been remedied provided that such equipment is under the direct control of the Licensee. The Licensee shall promptly notify the Licensor of such temporary use and of the commencement and cessation thereof;
 - 2.2.2 the Licensee may with the prior written consent of the Licensor use the Licensed Program Materials on and in conjunction with any replacement equipment if the Use of the Licensed Program Materials on and in conjunction with the Equipment is permanently discontinued. Upon such consent being given the replacement equipment shall become the Equipment for the purposes of the Licence.
- 2.3 The Licence shall not be deemed to extend to any programs or materials of the Licensor other than the Licensed Program Materials unless specifically agreed to in writing by the Licensor.
- 2.4 The Licensee acknowledges that it is licensed to Use the Licensed Program Materials only in accordance with the express terms of this Agreement and not further or otherwise.

3. Licence Term

The Licence shall commence on the Acceptance Date and shall continue for a period of not less than 3 years and from year to year thereafter, until or unless terminated in

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accordance with any of the provisions of Clause 7.4, 16, 18.2 or any other termination Clause of this Agreement.

4. Payment

The Licence Fee shall be paid by the Licensee as provided in Schedule 3.

- 4.1 The Licence Fee and other charges payable under this Agreement are exclusive of VAT.
- 4.2 Any charges payable by the Licensee under this Agreement in addition to the Licence Fee shall be paid within 20 Business Days after the receipt by the Licensee of the Licensor's invoice therefor.

5. Delivery and Installation

On the Delivery Date the Licensor shall deliver the Licensed Program Materials to the Licensee and install the Licensed Programs on the Equipment. The Licensed Programs so delivered shall consist of one copy of the object code of the Licensed Programs in machine-readable form only, on the Media.

6. Risk in Media

Risk in the Media shall pass to the Licensee on delivery. If any part of the Media shall thereafter be lost, destroyed or damaged, the Licensor shall promptly replace the same (embodying the relevant part of the Licensed Programs or Program Documentation) subject to the Licensee paying the cost of such replacement.

7. Testing and Acceptance

- 7.1 The Licensee shall supply to the Licensor immediately after installation of the Licensed Programs, test data which in the reasonable opinion of the Licensee is suitable to test whether the Licensed Programs are in accordance with the Specification, together with the results expected to be achieved by processing such test data using the Licensed Programs. The Licensor shall not be entitled to object to such test data or expected results unless the Licensor can demonstrate to the Licensee that they are not suitable for testing the Licensed Programs as aforesaid, in which event the Licensee shall make any reasonable amendments to such test data and expected results as the Licensor may request.
- 7.2 The Licensee shall accept the Licensed Programs immediately after the Licensor has demonstrated that the Licensed Programs have correctly processed the test data by achieving the expected results.
- 7.3 In the event of failure of the Licensed Programs to pass the tests referred to in sub-Clause 7.1 the Licensor shall, not later than 20 Business Days following notification of the relevant failure, at its own expense correct the errors in the Licensed Programs and notify the Licensee that it is ready to repeat the tests. Such tests shall be repeated within 10 Business Days after such notice at a time mutually convenient to both Parties.

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- 7.4 In the event of failure of the Licensed Programs to pass the repeat tests referred to in sub-Clause 7.3, the Licensee shall be entitled to terminate this Agreement.
- 7.5 Notwithstanding the above, installation of the Licensed Programs shall be deemed to be completed and the Licensed Programs shall be deemed to be accepted upon successful execution of the tests referred to above or when the Licensed Programs have been put into operational use, whichever is the earlier.
- The Acceptance Date shall be the date on which acceptance is deemed to have taken place.

8. Restrictions on Copying

The Licensee may make only so many copies of the Licensed Programs as are reasonably necessary for operational security. Such copies and the media on which they are stored shall be the property of the Licensor and the Licensee shall ensure that all such copies bear the Licensor's proprietary notice. The Licence shall apply to all such copies as it applies to the Licensed Programs.

9. Restrictions on Alterations

- 9.1 The Parties acknowledge that the Licensed Programs may be modified from time to time by the Licensor in order to integrate and operate with third party software.
- 9.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Licensed Program Materials in any manner without the Licensor's prior written consent.

10. Security and Control

The Licensee shall during the continuance of the Licence:

- 10.1 Effect and maintain adequate security measures to safeguard the Licensed Program Materials from access or use by any unauthorised person;
- 10.2 Retain the Licensed Program Materials and all copies thereof under the Licensee's effective control; and
- 10.3 Maintain a full and accurate record of the Licensee's copying and disclosure of the Licensed Program Materials and shall produce such record to the Licensor on request from time to time.

11. Licensor's Proprietary and Intellectual Property Rights

- 11.1 The Licensed Program Materials and any and all Intellectual Property Rights of whatever nature which now or in the future subsist in the Licensed Program Materials are and shall remain the property of the Licensor.
- 11.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Licensed Program Materials by any person.

12. Intellectual Property Claims and Disputes

- 12.1 The Licensor shall defend at its own expense any claim brought against the Licensee alleging that the Use of the Licensed Program Materials infringes the Intellectual Property Rights of a third party (“Intellectual Property Claim”) and the Licensor shall pay all costs and damages awarded or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
 - 12.1.1 Furnishes the Licensor with prompt written notice of the Intellectual Property Claim;
 - 12.1.2 Provides the Licensor with reasonable assistance in respect of the Intellectual Property Claim; and
 - 12.1.3 Gives to the Licensor the sole authority to defend or settle the Intellectual Property Claim.
- 12.2 If, in the Licensor's reasonable opinion, the use of the Licensed Program Materials are or may become the subject of an Intellectual Property Claim then the Licensor shall either:
 - 12.2.1 Obtain for the Licensee the right to continue using the Licensed Program Materials which are the subject of the Intellectual Property Claim; or
 - 12.2.2 Replace or, with the written consent of the Licensee, modify the Licensed Program Materials which are the subject of the Intellectual Property Claim so they become non-infringing.
- 12.3 If the remedies set out in sub-Clause 12.2 are not in the Licensor's opinion reasonably available, then the Licensee shall return the Licensed Program Materials which are the subject of the Intellectual Property Claim and the Licensor shall refund to the Licensee the corresponding portion of the Licence Fee, as normally depreciated, whereupon this Agreement shall immediately terminate.
- 12.4 The Licensor shall have no liability for any Intellectual Property Claim resulting from the Use of the Licensed Program Materials in combination with any equipment (other than the Equipment) or programs not supplied or approved by the Licensor or any modification of any item of the Licensed Programs by a party other than the Licensor or its authorised agent.

13. Warranties

- 13.1 The Licensor warrants that for 12 months following the Acceptance Date:
 - 13.1.1 The Licensed Programs will conform in all material respects to the Specification and to the best of our knowledge and belief is free from any defects provided it is properly used on the Equipment;
 - 13.1.2 The Program Documentation will provide adequate instructions to enable the Licensee to make proper use of such facilities and functions; and

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- 13.1.3 the media on which the Licensed Programs are delivered are free from viruses and other malicious code
- 13.2 The Licensors warrants that in fulfilling its obligations under this Agreement it will attain standards of care and skill commensurate with those currently prevailing in the software industry.
- 13.3 The Licensors shall ensure that it and its servants, agents and subcontractors take all reasonable precautions to ensure that no known viruses, spyware or other malware for which detection and antidote software is generally available are coded or introduced into the Licensed Programs.
- 13.4 The said warranties above shall be subject to the Licensee complying with its obligations under the terms of this Agreement and shall also be subject to the limits and exclusions of liability set out in Clause 14. In particular, the said warranties shall not apply to the extent that any defect in the Licensed Programs arose or was exacerbated as a result of:
 - 13.4.1 Incorrect use, operation or corruption of the Licensed Programs;
 - 13.4.2 Any unauthorised modification or alteration of the Licensed Programs; or
 - 13.4.3 Use of the Licensed Programs with other software or on equipment with which it is incompatible.
- 13.5 To the extent permitted by applicable law, the Licensors:
 - 13.5.1 Disclaims all other warranties with respect to the Licensed Programs, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result;
 - 13.5.2 Makes no warranty that the Licensed Programs are error free or that the use thereof will be uninterrupted and the Licensee acknowledges and agrees that the existence of such errors shall not constitute a breach of this Agreement.

14. Liability

- 14.1 The Licensors shall, during the term of this Agreement, maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £1 million and with an insurance company of repute. The Licensors shall on request supply copies of the relevant certificates of insurance to the Licensee as evidence that such policies remain in force.
- 14.2 Save in respect of claims for death or personal injury arising from the Licensors' negligence or any other liability which cannot be excluded in law, in no event will the Licensors be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of the Licensors.
- 14.3 Except as provided above in the case of personal injury, death and damage to tangible property, the Licensors' maximum liability to the Licensee under this

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Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the sum for which the Licensor carries comprehensive insurance cover pursuant to sub-Clause 14.1.

15. Confidentiality

- 15.1 Both Parties undertake that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and for 2 years after its termination:
 - 15.1.1 keep confidential all Confidential Information;
 - 15.1.2 not disclose any Confidential Information to any other party;
 - 15.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - 15.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 15.1.5 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause 15.
- 15.2 Subject to sub-Clause 15.3, either Party may disclose any Confidential Information to:
 - 15.2.1 any of their sub-contractors, substitutes, or suppliers;
 - 15.2.2 any party appointed to maintain the Equipment on which the Licensed Programs are being used (within the terms of the Licence);
 - 15.2.3 any governmental or other authority or regulatory body; or
 - 15.2.4 any of their employees or officers or those of any party described in sub-Clauses 15.2.1 to 15.2.3;
- 15.3 Disclosure under sub-Clause 15.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 15.2.3 or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 15.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 15.5 When using or disclosing Confidential Information under sub-Clause 15.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 15.6 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

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16. Termination

- 16.1 After the Licence term in Clause 3 has expired, either party may terminate the Licence at will at any time by giving at least 6 months' prior written notice to the other.
- 16.2 Notwithstanding Clause 16.1 above, where the Licensee may wish to terminate this Licence at will by giving the Licensor 6 months' notice in writing, such notice shall not cause termination earlier than **xx xxxxxxxxx 202x.**
- 16.2 The Licensor may terminate the Licence forthwith on giving notice in writing to the Licensee if:
 - 16.2.1 The Licensee commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 20 Business Days after the receipt of a request in writing from the Licensor to do so, to remedy the breach; or
 - 16.2.2 The Licensee permanently discontinues the use of the Licensed Program Materials.
- 16.3 Save as expressly provided in Clause 3, 7.4, 16.1, 16.2 or 18.2, the Licence may not be terminated.
- 16.4 Upon the termination of the Licence, the Licensee shall immediately return to the Licensor the Licensed Program Materials and all copies of the whole or any part thereof. Alternatively, the Licensor may require the Licensee to destroy the same. In the case of the Licensed Programs, destruction shall include the uninstallation and removal of the same from the Equipment (and, if applicable, any other equipment onto which the Licensed Programs have been installed) and the erasing or destruction, as appropriate, of all storage media containing the Licensed Programs.
- 16.5 Where destruction is required by the Licensor under sub-Clause 16.4, the Licensee shall certify in writing to the Licensor that they have destroyed the Licensed Program Materials.
- 16.6 Notwithstanding the provisions of sub-Clause 16.4, the Licensee may extract and store from the Licensed Programs any data belonging to the Licensee and store the same on separate media for continuity purposes.
- 16.7 Any termination of the Licence or 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 in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

17. Data Protection

The Parties undertake to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

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18. Force Majeure

- 18.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 18.2 If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

19. No Agency or Partnership

This Agreement shall not 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.

20. Severance

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provisions shall be deemed severed from the remainder of this Agreement and that the remainder of this Agreement shall be valid and enforceable.

21. Notices

- 21.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 21.2 Notices shall be deemed to have been duly given:
- 21.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 21.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - 21.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
- In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

22. Entire Agreement

- 22.1 This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or

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arrangements relating to the subject matter of this Agreement.

- 22.2 Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set out in this Agreement, save for any representation made fraudulently.
- 22.3 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by the duly authorised representatives of the Parties.

23. Non-Exclusivity

The relationship between the Parties under this Agreement is and shall remain non-exclusive. Both parties are free to enter into similar relationships with other parties.

24. Nature of the Agreement

- 24.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party, such consent not to be unreasonably withheld.
- 24.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 24.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 24.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

25. Dispute Resolution (ADR and Arbitration)

- 25.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 25.2 If negotiations under sub-Clause 25.1 do not resolve the matter within 21 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.
- 25.3 If the ADR procedure under sub-Clause 25.2 does not resolve the matter within 28 days of the initiation of that procedure, or if either party will not participate in the ADR procedure, the dispute may be referred to arbitration by either party.

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- 25.4 The seat of the arbitration under sub-Clause 25.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 25.5 Nothing in this Clause 25 shall prohibit either party or its affiliates from applying to a court for interim injunctive relief.
- 25.6 The parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 25 shall be final and binding on both parties.

26. 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.

27. Counterparts

- 27.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 27.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 27.3 No counterpart shall be effective until each party has executed at least one counterpart.

28. Law and Jurisdiction

- 28.1 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.
- 28.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of England and Wales.



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

SIGNED by :

for Future Perfect (Healthcare) Limited

Name: Robin Stern

Position: Executive Chair

Signature: _____

SIGNED by :

for (Licensee)

Name: _____

Position: _____

Signature: _____

SCHEDULE 1

The Equipment

Such servers under the Control of Licencee that Licensor may wish.

SCHEDULE 2

Licensed Programs

PANACEA as described in proposal dated xxxxxxxx prepared for Licensor by Licensee.

SCHEDULE 3

Licence Fees and other charges (excluding VAT)

3.1 Licence fees

Will be determined by the GCloud Pricing Document for the relevant GCloud Lot and Service.

3.2 Service charges

Will be determined by the GCloud Pricing Document for the relevant GCloud Lot and Service.

3.3 Invoicing and payment

The Licence fee is invoiceable upon delivery.

The Service charges will be invoiced as incurred and are payable within 30 days.

Invoices are payable within 30 days.

SCHEDULE 4

Delivery Date

xxxxxx

SCHEDULE 5

Media – e.g. Electronic delivery.