



Dated:

Software as a Service Agreement

[ADI™]

[PICQ®]

[RippleDown Auditor™]

[RippleDown Expert™]

[Autonomous Coding]

Beamtree UK Limited

and

[XXX]

This Software as a Service agreement is dated [REDACTED]

Parties:

BEAMTREE UK LIMITED (company number 13606318), of The Office Group, Gridiron Building, 1 Pancras Square, London, N1C 4AG and whose registered office is at Newland House, The Point, Weaver Road, Lincoln, LN6 3QN ("**Beamtree**")

Licensee

[REDACTED] (the "**Licensee**")

Introduction:

- A** Beamtree has developed the Licensed Software to be used in the provision of the Services.
- B** The Licensee wishes to use the Licensed Software for the Purpose by receipt of the Services.
- C** Beamtree agrees to provide the Services on and subject to the terms and conditions of this agreement.

It is agreed:

1. Definitions and Interpretation

1.1 Definitions

In this agreement, unless the context clearly indicates otherwise:

Address for Notice means the address of each party specified in **Error! Reference source not found.** or any new address notified in writing by a party to the other party as its new Address for Notice;

Annual Fee Model means the pricing model for the ADI Software calculated by way of an annual fee per Hospital;

ADI Software or Ainsoff Deterioration Index means the Licensed Software described as such in Schedule 1;

agreement means this agreement, comprising the terms and conditions set out in this document and the schedules (as varied by agreement between the parties from time to time);

Authorised Representative means that individual nominated by each party as a representative as set out in Schedule 1 and as may be amended from time to time by a party providing Notice to the other;

Authorised Users means those employees, agents and independent contractors of the Licensee who are authorised by the Licensee via the User Subscriptions to use the Licensed Software and the User Documentation at a nominated Hospital site;

Business Day means any day that is not a Saturday, Sunday, or a or a statutory bank holiday in England and Wales;

Claim means, in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent;

Commencement Date means the date specified in Schedule 1;

Confidential Information means, the terms of this agreement and any information in any form which:

- (a) relates to the design, specification or content of the Licensed Software, the User Documentation and/or the Services;
- (b) is, by its nature, confidential or non-public;
- (c) is marked or designated or confirmed by a party as confidential or proprietary at the time of its disclosure; or
- (d) a party knows or ought to know is confidential,
- (e) but excludes information that:
 - (i) is in or enters the public domain through no fault of either party;
 - (ii) was made available to a party by a person (other than the other party) who, as far as that recipient party knows, has or then had the unrestricted legal right to do so; or
 - (iii) was developed by a party without that party relying on, referring to, or incorporating any of the other party's Confidential Information;

Contract Year means the 12 month period starting on the Commencement Date and on each anniversary thereof;

Controller, Processor, Data Subject, Personal Data, Special Category Personal Data, Processing (to include Process and Processed), Personal Data Breach, Data Protection Impact Assessment and "appropriate technical and organisational measures" will each have the meanings given to them in the Data Protection Legislation, and in the event of any inconsistency in interpretation, the definitions within the UK GDPR will prevail.

Data Protection Legislation means all applicable data protection and privacy legislation, regulations and guidance including:

- (i) Regulation (EU) 2016/679) (as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020, together forming the "**UK GDPR**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (ii) the Data Protection Act 2018; and
- (iii) all applicable law about the processing of Personal Data and privacy;

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.

Defect means a fault, error, failure, degradation, deficiency or malfunction that is the cause of the Services not meeting the requirements under this agreement;

Derivative Works has the meaning given to that term in clause 10.1(b);

Designated Operating Environment means the operating system required to use the Services as specified in of **Error! Reference source not found.**;

Episode Usage Model means the calibration of fees relating to the number of cases per Hospital that the Licensee (via its Authorised Users) sends to the RippleDown Software or PICQ Software;

Fees means the:

- (a) Subscription Fee; and
- (b) Optional Services Fee (if applicable),

and as increased from time to time in accordance with clause **Error! Reference source not found.**;

Fee Increase has the meaning given to that term in clause **Error! Reference source not found.**;

Fee Increase Notice has the meaning given to that term in clause **Error! Reference source not found.**;

Hospital means any individual hospital site of the Licensee for which a User Subscription has been purchased and as listed in Schedule 1;

Implementation Services means the implementation services as specified in Schedule 1;

Insolvency Act means the Insolvency Act 1986

Insolvency Event in relation to an entity, means:

- (c) a receiver, receiver and manager, administrator, trustee or similar official being appointed over any of the assets or undertaking of the entity;
- (d) the entity suspending payment of its debts generally;
- (e) the entity being or becoming unable to pay its debts when they are due or is unable to pay its debts within the meaning of the Insolvency Act;
- (f) the entity entering into or resolving to enter into any arrangement, understanding or compromise with, or assignment for the benefit of, its creditors or any class of them;
- (g) an application or order being made for the winding up or dissolution of, or the appointment of a provisional liquidator to, the entity or a resolution is passed or steps are taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction which has the prior consent of all of the members of the entity; or
- (h) an administrator being appointed in accordance with the Insolvency Act; and
- (i) in relation to an individual, means the individual being or becoming insolvent or committing an act of bankruptcy as those terms are used in the Insolvency Act;

Intellectual Property Rights means all rights conferred by statute, common law or equity in or in relation to copyright, trademarks, service marks, designs, patents, circuit layouts, source code, computer programs, know-how, trade secrets, inventions and Confidential Information, and all and any other results of intellectual activity in any field whether or not registrable, registered or patentable. These rights include rights that may exist in applications to register these rights and all renewals and extensions of these rights;

Licensed Software means the online software application described in Schedule 1;

Licensee Data means data owned or supplied by the Licensee or the Authorised Users to which Beamtree is provided access pursuant to this agreement, or data which may otherwise be

generated, compiled, arranged or developed through use of the Services by either party to this agreement, and includes all information inputted by the Licensee into the Licensed Software to enable the Software Subscription Services to fulfil the Purpose;

Material means any document or other thing in which Intellectual Property Rights exist, including the Licensed Software and the Products;

Minimum Term means the period specified in Schedule 1;

New Release, in relation to the Software Subscription Services, means software (including the latest current version) which has been produced primarily to extend, alter or improve the Software Subscription Services, as the case may be, by providing additional functionality or performance enhancement (whether or not Defects are also corrected) while still retaining the original designated purpose of the Software Subscription Services;

Notice means a notice, demand, approval, consent, request or other communication in relation to this agreement made in accordance with clause **Error! Reference source not found.**;

Notice of Dispute has the meaning given to that term in clause **Error! Reference source not found.**;

Optional Services means any services, as further described in Schedule 1, in connection with:

- (a) subsequent training of the Licensee or any of its personnel in connection with any of the Services or Products;
- (b) customisation, modification or enhancement of any of the Services or Products;
- (c) migration of any of the Licensee's Data;
- (d) provision of the consulting services to the Licensee;
- (e) project management for the Licensee; or
- (f) other services as requested by the Licensee and agreed to be provided by Beamtree;

Optional Services Fee means the fees payable to Beamtree for the Optional Services as set out in Schedule 1, or as otherwise agreed by the parties in writing from time to time;

Personnel means any officers, employees, agents, representatives and subcontractors of the Licensee or Beamtree (as applicable);

PICQ Software means the Licensed Software described as such in Schedule 1;

Product means the Reports and/or the User Documentation;

Purpose means the purpose for which the Licensee may use the Licensed Software and benefit from the receipt of the Services as set out in Schedule 1 plus any Optional Services as may be agreed between the parties;

Reports means the output which may be generated by the Licensed Software and includes analysis of the Licensee Data, as may be provided by Beamtree from time to time;

RippleDown Software means the Licensed Software described as such in schedule 1 and shall be interpreted to include all and any of RippleDown Auditor, RippleDown Expert and/or RippleDown Coding as the context so requires;

Services means the Software Subscription Services and the provision of the relevant Support Services;

Software Subscription Services means the licensing of the Licensed Software from Beamtree to the Licensee under this agreement as more particularly described in the Technical Information;

Software as a Service means the licensing of the use of the Licensed Software by way of the provision of the Services pursuant to the terms of this agreement;

Software Support Services means the software support services comprising the provision of hosting services for the Licensed Software as specified in Schedule 22;

Subscription Fee means the fees payable by the Licensee to Beamtree for the Software Subscription Services, Implementation Services and Software Support Services calculated by reference to the Annual Fee Model or Episode Usage Model dependent on the Licensed Software;

Support Services means the Software Support Services, Implementation Services and any Optional Services (if applicable):

Technical Information means all scientific and technical know-how and information (whether in unrecorded or recorded form and whether consisting of, or comprised in, documents, software, equipment and other materials) relating to the Licensed Software, which is disclosed or made available to the Licensee directly or indirectly by Beamtree for the purposes of this agreement and which describes the operation and functionality of the Licensed Software;

Term means the period specified in clause 2;

Territory means the territory in which the Licensee operates as specified in Item 7 of Schedule 1;

Update means software which has been produced primarily to overcome Defects in, or to improve the operation of, the relevant part of the Software Subscription Services whether or not the Software Subscription Services have also been extended, altered or improved by providing additional functionality or performance enhancement;

User Documentation means all printed and digital materials including any user manuals, operating manuals, help files, user reference documentation, Technical Information and materials which assist or supplement the use and understanding of the Services, as provided by Beamtree from time to time;

User Subscriptions means the user subscriptions purchased per Hospital, either, on an Annual Fee Model or Episode Usage Model (dependent on the Licensed Software) by the Licensee as set out in Schedule 1 which entitle Authorised Users to access the Licensed Software and receive the benefit of the Services and the User Documentation in accordance with this agreement; and

VAT means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

1.2 Interpretation

In this agreement, unless the subject or context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing one gender include the other genders and references to persons include corporations and vice versa;
- (c) a reference to any party or other person includes that person's successors and permitted assigns;

- (d) a reference to a recital, clause or schedule is a reference to a recital, clause or schedule of this agreement;
- (e) a reference to writing includes all means of reproducing words in a tangible and permanently visible form;
- (f) a reference to a person includes a natural person, company, corporation, partnership, trust, estate, joint venture, sole proprietorship, government (including a government department, non-departmental public body, non-ministerial department or executive agency) , public benefit corporation, NHS body, association, co-operative and any other entity or person whatsoever;
- (g) monetary amounts are expressed in pound sterling;
- (h) including and includes are not words of limitation;
- (i) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (j) where a party comprises two or more persons any agreement or obligation to be performed or observed by that party binds those persons jointly and each of them severally, and a reference to that party is deemed to include a reference to any one or more of those persons;
- (k) the headings in this agreement are not to affect its interpretation; and
- (l) the recitals and the schedules form part of this agreement.

2. Term

- (a) This agreement commences on the Commencement Date and will continue for the Minimum Term, unless this agreement is validly terminated in accordance with clause **Error! Reference source not found..**
- (b) After the Minimum Term, this agreement will continue until it is validly terminated in accordance with clause **Error! Reference source not found..**

3. Not Used

4. The Software Subscription Services

- (a) In consideration of and subject to the Licensee paying the Subscription Fee to Beamtree, Beamtree grants to the Licensee a non-exclusive, non-transferable licence (without the right to grant sub-licences) to permit the Licensee, via rights of access granted to Authorised Users at the relevant Hospital site, to access and use the Software Subscription Services for the Purpose in accordance with the terms and conditions of this agreement for the Term and in the Territory.
- (b) The Licensee may at any time, by request in writing to Beamtree, apply to order additional User Subscriptions (**Request**) at additional Hospital sites and Beamtree may, in its absolute discretion and on such conditions as it sees fit and as may be agreed by the parties in writing, approve the Request to order additional User Subscriptions. Beamtree will provide a response in writing to the Request to the Licensee within 30 days of receipt.
- (c) The Licensee acknowledges and agrees that, where a Request is approved under clause **Error! Reference source not found.****Error! Reference source not found.:**

- (i) the additional Authorised Users at any additional Hospital site will be subscribed for a minimum period of 12 months (unless such period extends beyond the Term in which case the Authorised Users will be subscribed only for the remainder of the Term) commencing on the date on which the additional Authorised Users receive access to the Software Subscription Services (or as otherwise agreed by the parties in writing), unless otherwise terminated in accordance with clause **Error! Reference source not found.**; and
- (ii) any increase in Fees will be payable in accordance with clause **Error! Reference source not found.**
- (d) The Licensee agrees and acknowledges that Authorised Users are subject to all of the limitations of this agreement. The Licensee will have the same responsibility to Beamtree for an Authorised User's actions and omissions as if they were the Licensee's own actions and/or omissions.
- (e) The Licensee shall comply with the additional software terms set out in Schedule 5.

5. Licensee Restrictions

Other than as permitted by law or provided for in this agreement, or with the express written consent of Beamtree, the Licensee must not, and shall procure that each Authorised User does not:

- (a) copy, alter, modify, adapt or reproduce any aspect of the Software Subscription Services, Licensed Software and/or User Documentation (as applicable);
- (b) merge any part of the Licensed Software with any other software;
- (c) reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the Licensed Software and/or Products;
- (d) itself, nor may it permit others to sell, rent, lease, sub-license, lend, assign, time-share, distribute or otherwise make the Licensed Software and/or Products available to any third party;
- (e) access or permit others to access the data base and code base;
- (f) redistribute the Software Subscription Services, Licensed Software and/or Products to unauthorised third parties, in whole or in part, including but not limited to, extensions or components, without the prior written approval of Beamtree;
- (g) make any attempt to circumvent the technological measures that control access to or use of the Software Subscription Services, Licensed Software and/or Products;
- (h) redistribute any Licensed Software registration number/license authorisation files, developer license files or access codes to unauthorised third parties without the prior written approval of Beamtree;
- (i) use the Software Subscription Services, Licensed Software and/or Products to transfer or exchange any material where such transfer or exchange is prohibited by law;
- (j) remove, alter, obscure or deface any:
 - (i) patent, copyright, trade mark, or proprietary rights notices of Beamtree or its licensors;

- (ii) trade mark, service mark, get up, logo or branding, proprietary or restricted use legend; or
- (iii) disclaimer, warning, instruction or advisory notice,

which are contained in or affixed to the Licensed Software, User Documentation or any other Materials provided under this agreement;

- (k) allow any User Subscription 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 Software Subscription Services;
- (l) exceed or use the Licensed Software in excess of the User Subscriptions; or
- (m) do anything that would prejudice Beamtree's right, title or interest in the Licensed Software.

6. Supply of the Software Subscription Services

6.1 User Documentation

- (a) At the time of the grant of access to the Software Subscription Services, Beamtree will also provide User Documentation in electronic format for the Purpose in accordance with the terms and conditions of this agreement for the Term and in the Territory.
- (b) Beamtree may from time to time give the Licensee access to copies of any amended, revised or supplementary User Documentation during the Term.
- (c) The Licensee acknowledges that the User Documentation contains important information regarding the Software Subscription Services and the Reports and agrees to comply with the rules for use of the Services as set out in the User Documentation.

6.2 Back-up

The Licensee must take and maintain adequate backups of any data that is loaded into the Licensed Software so that there is no loss of data in the event that any failure of the Licensed Software causes damage to, or loss of, any data.

6.3 Availability of the Services

- (a) The Licensee acknowledges that the Services may be supplied over communications links and other networks and that Beamtree relies on the availability of those links and networks.
- (b) Beamtree will use commercially reasonable steps to make sure that those links and networks are available but makes no warranty that the Services will be continually available and excludes all liability for loss or damage if the Services cannot be provided because of the unavailability of the links or networks.
- (c) In no event will Beamtree be liable to the Licensee for loss of data or the inability to retrieve data, resulting from or incidental to the use of the Services and Beamtree does not accept responsibility for any interference or damage to the Licensee's computer systems or data which arises in connection with the provision of the Services.

6.4 Maintenance

- (a) The Licensee acknowledges that Beamtree may be required to perform maintenance operations, which may affect the continuous operation or functioning of the Services.

- (b) Beamtree will attempt to provide the Licensee with reasonable notice of the maintenance downtime, except when circumstances beyond the reasonable control of Beamtree prevent it from doing so.

6.5 Changes to the Services

- (a) Beamtree may withdraw, vary, reconfigure, add to, modify, substitute or otherwise change the Services in order to comply with any change in applicable law or regulation or any change in technology or security requirements.

7. Updates and New Releases

- (a) During the Term:
 - (i) Beamtree may make available Updates and/or New Releases relating to the Software Subscription Services to the Licensee; and
 - (ii) the Licensee must accept and use any Update or New Release that Beamtree makes available, unless otherwise agreed by the parties (acting reasonably).
- (b) If the Licensee is required to install the Update or New Release, the Licensee must do so in accordance with any instructions provided by Beamtree, and the Licensee is responsible for interoperability of the Update or New Release with other software programs owned or licensed by the Licensee.
- (c) Subject to clause **Error! Reference source not found.**, if the Licensee decides not to use the Update or New Release then the Licensee acknowledges and agrees that:
 - (i) subsequent Updates or New Releases may not operate with the Software Subscription Services; and
 - (ii) Beamtree may cease to provide Software Support Services for that release of the Licensed Software which is part of the Software Subscription Services from the release date of that Update or New Release, and thereafter:
 - (A) the Software Subscription Services may have its usefulness reduced over time; and/or
 - (B) Beamtree may not be able to remedy any Defects in the Software Subscription Services.
- (d) This agreement will continue to apply to the Licensed Software in the Software Subscription Services containing any installed Update or New Release which will be deemed to be the Software Subscription Services for the purpose of this agreement.

8. Fees and Payment

- (a) The Licensee must pay the Fees to Beamtree.
- (b) Beamtree will invoice the Licensee for the Fees rendered in advance and the Licensee must pay the Fees invoiced by Licensee within thirty (30) days after the Licensee's receipt of the invoice. Receipt of invoice in the form of electronic mail (email) shall constitute the Licensee's receipt of the invoice on the date of the email.
- (c) Payment will not be due until the Licensee receives a correctly rendered invoice. An invoice is correctly rendered if:

- (i) the specified amount is correctly calculated and due for payment;
 - (ii) the invoice is set out in a manner that enables the Licensee to ascertain the goods or services to which the invoice relates and the amount payable in respect of those goods or services;
 - (iii) the invoice is accompanied (where necessary or where reasonably requested by the Licensee) by verifying documentation; and
 - (iv) the invoice is addressed to the correct address provided by the Licensee to Beamtree.
- (d) Any outstanding balance of any Fees or other amount payable under this Agreement, unpaid when due, will accrue interest at one and one-half percent (1.5%) per month, from the due date until paid.
- (e) If, on the 31st calendar day after the original invoice due date, the invoice payment and any accrued fees have not been paid, Beamtree reserves the right to discontinue service and access to the Products and/or Services.
- (f) If the Licensee disputes the amount of any invoice, the Licensee must pay the invoice in full by the due date and inform Beamtree within ten (10) Business Days of its receipt and provide reasons for the dispute. If it is subsequently agreed by the parties or determined under the dispute resolution process in this agreement that the invoice was incorrect then Beamtree shall either reimburse the Licensee or issue a credit note against the next invoice (at its sole option) in respect of the amount that was incorrectly invoiced within ten (10) Business Days of the parties' agreement or of resolution of the dispute.

9. Fee Increases

9.1 Fee Increase

The Licensee acknowledges and agrees that Beamtree may increase the Fees from time to time (but no more frequently than once in any twelve (12) month period) in accordance with this clause **Error! Reference source not found.** during the Term, including, for the avoidance of doubt, during the Minimum Term (**Fee Increase**).

9.2 Fee Increase Notice

- (a) Beamtree will notify the Licensee of a Fee Increase in writing at least three (3) months prior to implementing such an increase (**Fee Increase Notice**).
- (b) The Licensee has fifteen (15) calendar days from the date of the receipt of the Fee Increase Notice to respond to the Fee Increase Notice and:
 - (i) if the Licensee does not accept to the Fee Increase, it must provide written notice to Beamtree that it does not accept the Fee Increase; and
 - (ii) failure of the Licensee to respond to the Fee Increase Notice within the fifteen (15) calendar day period is deemed to constitute acceptance of the Fee Increase.

9.3 Meetings between Authorised Representatives

- (a) If Beamtree receives written notice from the Licensee in accordance with clause **Error! Reference source not found.**, the parties must each cause an Authorised Representative to attend a meeting to discuss and produce agreement upon an alternative to the increase specified in the Fee Increase Notice, which meeting may be held by contemporaneous linking by telephone or live audio visual transmission (or similar).

- (b) If, within ten (10) Business Days of the meeting referred to in clause **Error! Reference source not found.** (or such further period as agreed in writing by the parties), the parties do not agree to the variation to the Fee Increase Notice, either party may terminate this agreement with immediate effect (including, for the avoidance of doubt, during the Minimum Term).

10. Licensee Data

10.1 Licence of Licensee Data

- (a) The Licensee grants to Beamtree a limited licence to collect and process the Licensee Data for the purpose of providing the Services in accordance with this agreement.
- (b) Beamtree may collect, de-identify and aggregate the Licensee Data collected by or stored in the Licensed Software, or input into the Designated Operating Environment (**De-Identified Data**).
- (c) The Licensee grants to Beamtree a transferrable, worldwide, non-exclusive license to use, reproduce and modify the De-Identified Data for the purposes of:
 - (i) improving the Licensed Software's machine learning algorithm; and
 - (ii) preparing the Reports, data, information and other derivative works (**Derivative Works**) for industry benchmarking, data compilation and research purposes. Beamtree is entitled to share such Derivative Works with third parties provided that the De-Identified Data is de-identified:
 - (A) such that it is not Personal Data; and
 - (B) in accordance with best industry practice standards,and the De-Identified Data cannot be re-identified to render it Personal Data;
 - (iii) none of the Licensee's Confidential Information is directly or indirectly disclosed in such Derivative Works (unless the Licensee provides its prior written consent); and
 - (iv) the Licensee is not identified in or linked to the Derivative Works.

10.2 Attributes of the Licensee Data

The Licensee agrees and acknowledges that:

- (a) it has sole responsibility for the form, completeness, accuracy, quality, integrity, timeliness and legal compliance of all Licensee Data; and
- (b) the ability of the Services to properly perform the Purpose is subject to the form, completeness, accuracy, quality, integrity, timeliness and legal compliance of the Licensee Data.

10.3 Licensee's warranties

The Licensee warrants that:

- (a) it either owns or has obtained the required licences or consents to use the Licensee Data in accordance with this agreement including by:
 - (i) providing the Licensee Data to Beamtree; and

- (ii) allowing Beamtree to:
 - (A) access, use and reproduce the Licensee Data; and
 - (B) create data, information or reports as a derivative of the Licensee Data
 in accordance with Clause 10.1;
- (b) the Licensee Data is complete, accurate, up to date and not misleading at the time it is provided; and
- (c) the Licensee Data complies with all relevant laws, including any relevant Data Protection Legislation.

10.4 Cross-border disclosure of Licensee Data

Subject to clauses 13.1(v) and 13.1 (xiii) Beamtree will, unless otherwise agreed in writing by the Licensee:

- (a) store the Licensee Data only in the United Kingdom; and
- (b) not disclose the Licensee Data to any entity who is not in the United Kingdom.

11. Intellectual Property Rights

- (a) The Licensee acknowledges and agrees that:
 - (i) the Intellectual Property Rights and other intellectual and/or proprietary rights in the Services, and any modifications, Updates or New Releases of the Licensed Software, the Services, the User Documentation and the source code of the Licensed Software are owned exclusively by Beamtree and its licensors;
 - (ii) the Licensee has no right, title or interest in the Services, User Documentation or Licensed Software other than the rights as licensee under this agreement; and
 - (iii) there is no transfer of title or ownership to the Licensee of the Services, User Documentation or Licensed Software, or any modifications, Updates or New Releases of the Services, User Documentation or Licensed Software, or the source code of the Licensed Software.
- (b) If the Licensee learns that a third party is infringing the Intellectual Property Rights in the Services and/or Licensed Software, it will promptly notify Beamtree in writing.
- (c) This clause **Error! Reference source not found.** will survive the termination or expiration of this agreement.

12. Confidentiality

- (a) Each party agrees not to disclose or cause or permit to be disclosed the Confidential Information of the other party during the term of this agreement or thereafter, except as specified in this agreement.
- (b) Notwithstanding clause **Error! Reference source not found.**, each party is entitled to disclose the other party's Confidential Information as follows:
 - (i) to its professional advisers, but only to the extent required for the purposes of obtaining necessary professional advice from such advisers in relation to this

agreement and provided that such Confidential Information is disclosed subject to confidentiality;

- (ii) as required by law;
 - (iii) to any other person with the prior written consent of the other party, which consent may be withheld at the absolute discretion of the other party and if granted will be subject to such conditions as required by the other party.
- (c) Upon the earlier of a party's request, or upon termination or expiry of this agreement, the other party must immediately:
- (i) destroy so that it is incapable of being accessed; or
 - (ii) return,
- the Confidential Information or any other document that contains or refers to the Confidential Information of the other party and must provide the other party with a letter certifying that all the Confidential Information has been returned or destroyed.
- (d) This clause 12 survives the termination or expiry of this agreement.

13. Data Protection

13.1 Personal Data

- (a) The Parties acknowledge that in respect of the Personal Data Processed specifically for the purpose of performing the Services under this Agreement, the Licensee is the Controller and Beamtree is the Processor.
- (b) The only Processing that Beamtree is authorised to undertake in order to deliver the Services is as set out in Schedule 7. For the avoidance of doubt, in the event that Beamtree is engaged by the Licensee to perform any additional activities which fall outside the scope of those Services then that will be documented and agreed in a separate agreement (including any specifics in respect of associated Processing of Personal Data in connection with those additional activities).
- (c) Beamtree shall notify the Licensee immediately if it considers that any of the Licensee's instructions infringe the Data Protection Legislation.
- (d) Beamtree shall provide all reasonable assistance to the Licensee in the preparation of any Data Protection Impact Assessment prior to commencing any Processing under this Agreement. Such assistance may, at the discretion of the Licensee, include:
 - (i) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (ii) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of the Personal Data.
- (e) Beamtree shall, in relation to any Personal Data Processed in connection with its obligations under the Agreement:

- (i) Process that Personal Data only in accordance with Schedule 3 , unless Beamtree is required to do otherwise by law. If it is so required Beamtree shall notify the Licensee before Processing the Personal Data unless prohibited by law from doing so;
- (ii) ensure that it has in place appropriate security measures in respect of the Personal Data, having taken account of the:
 - (A) nature of the data to be protected;
 - (B) harm that might result from a Personal Data Breach;
 - (C) state of technological development; and
 - (D) cost of implementing any measures;
- (iii) ensure that:
 - (A) Beamtree personnel do not Process the Personal Data except in accordance with the Agreement (and in particular Schedule 3);
 - (B) it takes all reasonable steps to ensure the reliability and integrity of any Beamtree personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Beamtree's duties under this Agreement;
 - are subject to appropriate confidentiality undertakings with Beamtree or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Licensee or as otherwise permitted by the agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (iv) not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:
 - (A) the Licensee or Beamtree has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46, DPA 2018 section 73 or as issued by the Information Commissioner under section 119A DPA 2018) as determined by the Licensee;
 - (B) the Data Subjects have enforceable rights and effective legal remedies;
 - (C) Beamtree complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound uses its best endeavours to assist the Licensee in meeting its obligations);
 - (D) Beamtree complies with any reasonable instructions notified to it in advance by the Licensee with respect to the Processing of the Data; and
 - (E) at the written direction of the Licensee, delete or return Personal Data (and any copies of it) to the Licensee on termination of the Agreement unless Beamtree is required by law to retain the Personal Data.

- (v) The Licensee expressly consents to the transfer of Licensee Data, including Personal Data, outside the United Kingdom from Beamtree to its approved Subprocessor as specified in clause 13.1(xiii) below.
- (vi) Subject to clause **Error! Reference source not found.**(e)(vi) of this agreement, Beamtree shall notify the Licensee immediately if in relation to it Processing Personal Data under or in connection with the Agreement it:
 - (A) receives a Data Subject Request (or purported Data Subject Request);
 - (B) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (C) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Agreement;
 - (D) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - (E) becomes aware of a Personal Data Breach.
- (vii) Beamtree's obligation to notify under clause **Error! Reference source not found.**(e)(v) of this agreement shall include the provision of further information to the Licensee, as details become available.
- (viii) Taking into account the nature of the Processing, Beamtree shall provide the Licensee with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause **Error! Reference source not found.**(e)(v) of this agreement (and insofar as possible within the timescales reasonably required by the Licensee) including by immediately providing:
 - (A) the Licensee with full details and copies of the complaint, communication or request;
 - (B) such assistance as is reasonably requested by the Licensee to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (C) the Licensee, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (D) assistance as requested by the Licensee following any Personal Data Breach; and/or
 - (E) assistance as requested by the Licensee with respect to any request from the Information Commissioner's Office, or any consultation by the Licensee with the Information Commissioner's Office.
- (ix) Beamtree shall maintain complete and accurate records and information to demonstrate its compliance with this agreement, and to ensure compliance with Article 30 of the UK GDPR.
- (x) Beamtree shall allow for audits of its Processing activity by the Licensee or the Licensee's designated auditor, who for the avoidance of doubt shall enter into obligations of confidentiality and non-use the same as those in this agreement and the

audits shall be conducted during normal business hours having given advance written notice of no less than five (5) Business Days. Beamtree shall provide all reasonable cooperation with such audit and accompany the Licensee or its Authorised Representative(s) if requested.

- (xi) Before allowing any Subprocessor to Process any Personal Data related to this agreement, Beamtree must:
 - (A) notify the Licensee in writing of the intended Subprocessor and Processing;
 - (B) obtain the written consent of the Licensee;
 - (C) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Agreement such that they apply to the Subprocessor; and
 - (D) provide the Licensee with such information regarding the Subprocessor as the Licensee may reasonably require.
- (xii) Beamtree shall remain fully liable for all acts or omissions of any of its Subprocessors.
- (xiii) The Licensee expressly consents to Beamtree appointing the Subprocessors specified in Schedule 4, who will undertake Processing activities within the scope of Schedule 3 under the direction of Beamtree.

14. Licensed Software Warranties

14.1 Beamtree Warranties

Beamtree warrants to the Licensee that:

- (a) it is entitled to provide the Services in this agreement and that the receipt of the Services, as contemplated by this agreement will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person;
- (b) no person has made any claim or demand or issued any proceedings in respect of the Services and Beamtree does not expect any person to make any claim or demand or issue any proceedings in respect of the Services;
- (c) it has not and will not assign, license, deal with or encumber in any way, any of the rights (except as provided under this agreement), or engage in any other activity which would interfere with the rights granted to the Licensee under this agreement.

14.2 Licensee Warranties

- (a) The Licensee warrants that in using the Licensed Software and receiving the Services, the Licensee will:
 - (i) act at all times to protect the value in the Services and ensure that the Intellectual Property Rights and other proprietary rights in the Services are not infringed in any way;
 - (ii) comply with the directions of Beamtree in relation to the use of the Licensed Software and, generally, the receipt of the Services;
 - (iii) only use the Licensed Software and/or benefit from receipt of the Services in an environment that complies with the Designated Operating Environment requirements (unless otherwise agreed by the parties in writing); and

- (iv) immediately cease to use the Licensed Software and/or benefit from the Services in every manner whatsoever upon expiration or termination of this agreement or upon an earlier written request by Beamtree which is not inconsistent with this agreement.
- (b) The Licensee warrants that it has not relied on any representation made by Beamtree other than those representations stated expressly in this agreement, the Schedules and any annexures to this agreement.

14.3 Exclusions

To the fullest extent permitted by law, Beamtree expressly excludes any warranty that:

- (a) the Services and/or the Products will be error free;
- (b) the Services will operate without interruption;
- (c) Beamtree will correct all errors or Defects in the Services and/or the Products;
- (d) the Services will be compatible with any hardware, software or data not supplied by Beamtree; or
- (e) any Services and/or Products will meet the Licensee's requirements.

15. Liability

15.1 Liabilities excluded by Beamtree

Beamtree excludes all liability for loss or damage in relation to:

- (a) The accuracy, completeness or quality of the Reports, to the extent attributable to or deriving from the Licensee Data and/or any other act or omission of the Licensee; and
- (b) Any business decision made by the Licensee or any third party using the information supplied in the Reports as risk appetite is a matter for the Licensee;
- (c) Any clinical liability pursuant to paragraph 3 of schedule 5 of this agreement.

15.2 Excluded losses

Neither party will be liable or responsible to the other party for:

- (a) any loss of profit, revenue or business; or
- (b) indirect, consequential, special or incidental loss or damage

suffered or incurred by the other party arising out of or in connection with this agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those damages or losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this agreement.

15.3 Implied terms

- (a) Nothing in this agreement will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law) and which by law cannot be excluded, restricted or modified.
- (b) To the extent the law permits it to, Beamtree limits its liability to, at the election of Beamtree in its sole discretion, the supply of the Services again or the payment of the cost of having the Services supplied again.

16. Indemnity

- (a) Subject to this clause and clause **Error! Reference source not found.**, each party (**the Indemnifying Party**) indemnifies and will keep indemnified the other party (**the Indemnified Party**) and its Personnel against any liability arising out of or in connection with:
 - (i) any breach by the Indemnifying Party or its Personnel of any warranty;
 - (ii) any negligent, reckless or intentional act or omission or wilful misconduct of the Indemnifying Party or its Personnel;
 - (iii) the:
 - (A) damage to or loss or destruction of any property; or
 - (B) personal injury, illness or death to any person,arising out of or in connection with the Indemnifying Party's obligations under this agreement;
 - (iv) any breach of law, including the Data Protection Legislation, by the Indemnifying Party or its Personnel; and
 - (v) any Claim, arising out of or in connection with the use by the Licensee or Beamtree, or any of their Personnel, of the Services, regarding the infringement or alleged infringement of Intellectual Property Rights of any person, where such infringement or alleged infringement is caused by the Indemnifying Party.
- (b) The Indemnifying Party's liability under clause **Error! Reference source not found.** will be reduced proportionally to the extent that the liability is caused or contributed to by the Indemnified Party.
- (c) Each indemnity in this agreement is a continuing obligation separate and independent from the Indemnifying Party's other obligations and survives termination of this agreement.
- (d) It is not necessary for the Indemnified Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.
- (e) The Indemnifying Party's liability in any Contract Year under this clause **Error! Reference source not found.** is capped at a maximum amount equal to the total Fees paid or payable by the Licensee in the relevant Contract Year, except:
 - (i) as it relates to 16 (a) (iii) (B) for which liability is uncapped;
 - (ii) as it relates to 16(a)(iv), for which liability is capped at £1 million in aggregate for the Term;
 - (iii) as it relates to the Licensee's liability under 16 (a) (v) and/or any other breach of express terms relating to use of the Licensed Software under this agreement for which the Licensee's liability is uncapped.

17. Support Services

17.1 Provision of Software Support Services[/Implementation Services]

Beamtree will provide the Software Support Services [and Implementation Services] to the Licensee.

17.2 Optional Services

- (a) The Licensee may request that Beamtree provides the Optional Services. Beamtree is not required to provide the Optional Services. If Beamtree agrees with the Licensee to provide any Optional Services, these Optional Services shall be charged at Beamtree 's applicable Optional Services Fees from time to time.

18. Assignment, Novation and Subcontracting

18.1 Assignment

- (a) This agreement is personal to the Licensee who does not have the right to assign in whole or in part its rights or obligations under this agreement without the prior written consent of Beamtree.
- (b) Beamtree may assign or novate its interests or obligations in or under this agreement by Notice in writing to the Licensee.

18.2 Subcontracting

- (a) The Licensee may not subcontract its obligations under this agreement without the prior written consent of Beamtree.
- (b) If Beamtree consents to use of any subcontractor, the Licensee acknowledges that the Licensee remains primarily liable to Beamtree under this agreement.
- (c) The Licensee acknowledges that Beamtree may subcontract its rights, benefits and obligations under this agreement.

18.3 Security

The Licensee must not create or allow to come into existence a security over the Licensee's interest in this agreement except with Beamtree 's prior written approval.

19. Dispute resolution

19.1 Proceedings

If any dispute arises in relation to this agreement, including in relation to its interpretation or any aspect of its performance, no party may commence any court or arbitration proceedings, including disputes which arise under this clause **Error! Reference source not found.**, unless and until the parties have complied with the procedures set out in this clause **Error! Reference source not found.**, except where a party seeks urgent interlocutory relief.

19.2 Notice of dispute

If any dispute arises in relation to this agreement, including in relation to its interpretation or any aspect of its performance, a party may give written Notice of dispute (**Notice of Dispute**) to the other parties which:

- (a) states that a dispute has arisen;
- (b) specifies the nature of the dispute; and
- (c) requests that a meeting of the Authorised Representative of each party be held within ten (10) Business Days.

19.3 Meetings between Authorised Representatives

If a party receives a Notice of Dispute from any other party in accordance with clause **Error! Reference source not found.**, that party must cause an Authorised Representative to attend at the meeting referred to in the Notice of Dispute, which meeting may be held by contemporaneous linking by telephone or live audio-visual transmission (or similar).

19.4 Dispute resolution

If, within ten (10) Business Days of the meeting referred to in clause **Error! Reference source not found.** (or such further period as agreed in writing by them), the parties do not agree as to the:

- (a) dispute resolution technique and procedures to be adopted;
- (b) timetable for all steps in those procedures; and
- (c) selection and compensation of the independent person required for such technique,

the parties must mediate the dispute.

19.5 Mediation

The parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party requesting mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than fourteen (14) days after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

19.6 Commencement of proceedings

If, after following the procedures set out in clauses **Error! Reference source not found.** to **Error! Reference source not found.** above, the parties are unable to resolve a dispute in relation to this agreement, any party may commence court proceedings to resolve the dispute.

20. Termination

20.1 Termination without cause after the Minimum Term

- (a) Either party may terminate this agreement after the Minimum Term without showing cause by providing no less than eight (8) weeks' prior written Notice.
- (b) During the period of Notice set out in clause **Error! Reference source not found.****Error! Reference source not found.**, each party must continue to comply with all of its obligations under this agreement.

20.2 Breach Notice

If the Licensee is in breach of this agreement and that breach is capable of remedy, then Beamtree may issue the Licensee with a Notice specifying:

- (i) details of a breach of the agreement; and
- (ii) the requirements for the Licensee to remedy that breach within thirty (30) calendar days of the date of the Notice, or such other reasonable time as Beamtree may determine.

20.3 Termination for cause

Beamtree may terminate this agreement immediately by written Notice to the Licensee:

- (a) if the Licensee is in breach of this agreement and:
 - (i) the Licensee has failed to remedy the breach in accordance with the terms of the relevant breach Notice; or
 - (ii) the breach is not capable of remedy,
- (b) if the Licensee assigns or novates this agreement other than in accordance with the terms of this agreement; or
- (c) the Licensee has failed to pay Beamtree in accordance with this agreement, provided that Beamtree has issued the Licensee with a Notice which:
 - (i) details the amount due and payable; and
 - (ii) requires the Licensee to make payment within fourteen (14) calendar days from the date of the Notice; or

on any other grounds specified in this agreement as giving rise to a right of termination.

20.4 Termination for insolvency

Either party may terminate this agreement immediately by giving written Notice to the other party if an Insolvency Event occurs in relation to that other party.

20.5 Beamtree's rights on termination

On expiry or termination of this agreement for any reason Beamtree may:

- (a) retain any money paid;
- (b) take possession of any copies of the User Documentation in the possession, custody or control of the Licensee; and
- (c) deactivate the Licensee's (and Authorised Users') ability to access or use the Licensed Software and/or Services.

20.6 Obligations of Licensee on termination

On termination of this agreement for any reason:

- (a) The Services provided under this agreement immediately cease and the Licensee must immediately cease use of the Licensed Software and/or the Services in any manner whatsoever;
- (b) to the extent legally permissible, the Licensee must deliver to Beamtree or destroy all copies (including the original) of the Materials owned or supplied by Beamtree under this agreement in the possession, custody or control of the Licensee, including the glossary in the numerator report and any other information indicator rational or logic.

20.7 Deletion of Licensee Data

If the Licensee requests and to the extent legally permissible, Beamtree shall, within one (1) month after termination or expiry of this agreement, delete or destroy all files containing Licensee Data

that Beamtree may have in its possession on termination of this agreement (excluding metadata and the Derivative Works).

20.8 No refund

Termination of this agreement for any reason will not entitle the Licensee to any refund for Fees paid nor affect the Licensee's liability for any other fees or interest that are payable to Beamtree under this agreement or any other agreement prior to the date of termination.

20.9 Preservation of other rights

Nothing in this clause shall prejudice either party's right to recover damages at law or exercise any other right or remedy.

21. VAT

21.1 Definitions

Words used in this clause that are defined in the Value Added Tax Act 1994 have the meaning given in that legislation.

21.2 Consideration is VAT-exclusive

Unless otherwise specified, all amounts payable under this agreement are exclusive of VAT and must be calculated without regard to VAT.

21.3 VAT payable on taxable supply

- (a) If a supply made under this agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of VAT in respect of the supply.
- (b) The Recipient will only be required to pay an amount of VAT to the Supplier if and when the Supplier provides a valid tax invoice to the Recipient in respect of the taxable supply.
- (c) If there is an adjustment to a taxable supply made under this agreement, then the Supplier must provide an adjustment note to the Recipient.
- (d) The amount of a party's entitlement under this agreement to recovery or compensation for any of its costs, expenses or liabilities is reduced by the input tax credits to which that party is entitled in respect of those costs, expenses or liabilities.

22. Notices

22.1 Form of Notice

Any Notice will:

- (a) be in writing in English;
- (b) be marked for the attention of Beamtree; and
- (c) be given at the recipient's Address for Notice by being:
 - (i) hand delivered;
 - (ii) sent by email; or
 - (iii) sent by prepaid first-class post within England.

22.2 Giving of Notice

- (a) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by email, on the date shown by a printed “read receipt” generated by the sender’s computer; or
 - (iii) sent by prepaid first-class post mail within England, on the third day after posting.
- (b) A Notice takes effect from the time it is given unless a later time is specified in it.

23. General

23.1 Governing law and jurisdiction

This agreement and any dispute or Claim arising out of it or in connection with it or its subject matter or formation is governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

23.2 Licensor’s Rights

Any express statement of a right of the Licensor under this agreement is without prejudice to any other right of the Licensor expressly stated in this agreement or existing at law.

23.3 Survival

A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this agreement:

- (a) does not expire on completion of that transaction;
- (b) continues in favour of the party to which it is owed; and
- (c) remains in full effect.

23.4 Waiver

- (a) No right under this agreement will be deemed to be waived except by Notice in writing signed by each party.
- (b) A waiver made by Beamtree pursuant to sub-clause **Error! Reference source not found.** will not prejudice its rights in respect of any subsequent breach of the Agreement by the Licensee.

23.5 Provisions severable

If any provision of this agreement is invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provision will not be affected and such invalid, illegal or unenforceable provision is to be severed from this agreement.

23.6 Variation

No part of this agreement may be amended or modified unless reduced to writing making specific reference to this agreement and signed by the parties or their Authorised Representatives.

23.7 Entire agreement

- (a) This agreement sets out the entire agreement and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, understandings and representations, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23.8 Counterparts

- (a) This agreement may be executed in a number of counterparts and if so, execution is as binding on the parties as if each party had signed each counterpart.
- (b) A party who has executed a counterpart of this agreement may deliver that counterpart to the other party by posting it, by hand delivery or by forwarding a copy of the executed counterpart to it in portable document format (PDF) attached to an email, by fax or in any other format that the parties agree on in writing.

23.9 Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

23.10 Relationship of parties

The relationship between the parties is that of principal and independent contractor. A party is not an agent, representative or partner of any other party by virtue of this agreement and neither party may represent itself as an agent, representative or partner of the other party in any circumstances.

Schedule 1– Scope of this agreement

Item	Term	Detail
Item 1	Commencement Date	[insert]
Item 2	Minimum Term	[24] months
Item 3	Purpose	ADI [Ainsoff Deterioration Index™] ADI provides a tool to be used by the Licensee to calculate a score of risk of deterioration for the patients at the nominated sites (the score is derived from patient data captured in the clinical system(s)) The tool provides alert notification information for clinicians in real-time. PICQ® [Performance Indicators for Coding Quality] PICQ® is a clinical coding auditing tool which identifies records in data sets that may be incorrectly coded. It measures coding accuracy using a set of indicators, benchmarks across health services, hospitals and clinical coders, is used for to support the continuous review of coding quality. RippleDown Auditor™ RippleDown Auditor™ automates real-time reviews of all data, ensuring accuracy across data entry, billing, and specimen reception, flagging suspected errors as they arise. It brings financial governance, visibility, and optimisation to pathology business processes. RippleDown Expert™ RippleDown Expert™ automatically applies clinical expertise to generate patient-centric reports, replicating the expert's unique decision-making process at scale. Developed by pathologists for pathologists, it improves the quality and speed of information delivered to clinicians. RippleDown Expert™ provides treatment recommendations, real-time alerts, and advanced reflex and appropriate testing recommendations. Autonomous Coding RippleDown Coding is an expert AI system delivering auto-coding in healthcare by continuously learning from clinical data and experience. It automates coding by recognizing patterns and applying expert-derived rules to clinical information to produce ICD-10 and OPCS codes.
Item 4	Subscription Fee	Annual Fee Model (ADI Software) as per financial submission OR Episode Usage Model (PICQ or RippleDown products) as per financial submission

Item	Term	Detail
Item 5	Territory	United Kingdom
Item 6	Hospitals	[insert]
Item 8	Invoicing	Annually in advance as per financial submission and context re Episode Usage Model
Item 9	Authorised Representatives	Beamtree:
		Contact Name [name]
		Title [title]
		Telephone [mobile]
		Email [email]
		Address for Notices
		Contact Name [name]
		Title [title]
		Telephone [mobile]
		Email [email]
		Address for Notices
		Licensee:
		Contact Name [name]
		Title [title]
		Telephone [mobile]
		Email [email]
		Address for Notices
		Contact Name [name]
		Title [title]
		Telephone [mobile]
		Email [email]
		Address for Notices
Item 10	Subscription Fee details	The Subscription Fee includes: Software Subscription Services for [ADI], [PICQ] [RippleDown Auditor], [RippleDown Expert] and [RippleDown Coding]; [Implementation Services] [Software Support Services]

Item	Term	Detail
		ADI: Usage of Ainsoff Deterioration Index software to: • Ingest clinical data • Calculate ADI scores • Provide notification information • Display scores and notifications in a proprietary Dashboard • Access to technical and testing guides [Implementation Services limited to:][to be inserted as relevant] • Project management services to provide a project schedule and administer regular project meetings • Technical support for software download and installation (Private cloud only) • Configuration as required • Acceptance testing (to a maximum of 5 days) of client supplied unidirectional real-time data feed to Beamtree's API endpoint • Support for promotion to Production • Silent mode support and monitoring • Tuning of the algorithm to the nominated sites • Standard education materials / guides • Maximum of 2 education sessions per nominated site (and recordings) [Software Support Services] • Standard ADI performance reporting per current User Documentation • Product support and maintenance as per Schedule 2 PICQ: Usage of PICQ software to: • Ingest clinical coding data • Calculate coding accuracy and specificity using PICQ indicators • Provide notification information • Display coding quality and benchmarking data via dashboards and on-screen and downloadable reports • Access to technical and testing guides and training and education resources [Implementation Services limited to:][to be inserted as relevant] • Project management services to provide a project schedule and administer regular project meetings • Technical support for software configuration and data extract development • Acceptance testing

Item	Term	Detail
		• Support for promotion to Production • Standard education materials / guides • Training and education sessions per nominated site (and recordings) [Software Support Services] • Product support and maintenance as per Schedule 2 RippleDown (Auditor/Expert/Coding): Usage of RippleDown software to: • Ingest clinical data • Provide patient centric interpretations (Expert) • Indicate potential errors detected (Auditor) • Provide assisted auto coding (Coding) • Access to technical guides and training and education resources [Implementation Services limited to:][to be inserted as relevant] • Project management services to provide a project schedule and administer regular project meetings • Technical support for software configuration and data extract development • Acceptance testing • Support for promotion to Production • Standard education materials / guides • Training and education sessions per nominated site (and recordings) [Software Support Services] • Product support and maintenance as per Schedule 2
Item 11	Optional Services Optional Services Fee	As per rate card or as otherwise agreed by the parties in writing
Item 12	Designated Operating Environment	ADI Supported Web Browsers: • Microsoft Edge • Firefox • Chrome • Safari <i>Only applicable if The Licensed Software is provided as a private cloud installation:</i> 1. to be installed by the Licensee as described in the current ADI on premise installation guide (in the User Documentation)

Item	Term	Detail
		2. Installation and management of all system requirements as per the Technical Solution Documentation (in the User Documentation), including but not limited to 3. use of the most up to date security protocols 4. Secrets management 5. adherence to security recommendations 6. Access to Simple Mail Transfer Protocol Secure server supporting email alerts 7. Access for remote support by Beamtree Support to the Designation Operating Environment 8. The Licensee must ensure that software operating in its Designated Operating Environment is updated in line with communications received from Beamtree. PICQ® Supported web browsers: • Microsoft IE-11 or higher – Windows only; • Microsoft Edge • Chrome 64+; • Firefox 59+; or, • Safari 11+ Supported Platforms: • Windows 10+; RippleDown Auditor, Expert and Code: Server: • Two 64-bit CPUs • 16GB RAM • 12 GB VRAM assigned to the RippleDown JVM • 100 GB free disk, backed up daily • Windows Server 2008+ or Linux that can support Java JRE 8u202 • Access to SMTP server supporting TLS 1.2(for sending email alerts) • VPN access (for remote access by Beamtree Support)

Schedule 2 – Service Levels and Software Support Services

1. General Software Support Services

During the Term:

- (a) Beamtree may provide to the Licensee corrections of substantial Defects in the Licensed Software. Beamtree may provide periodic Updates of the Licensed Software that may incorporate:
 - (i) corrections of any substantial Defects;
 - (ii) fixes of any minor bugs; and
 - (iii) at the sole discretion of Beamtree, enhancements to the Licensed Software.
- (b) Beamtree will provide telephone support, including remote access, during the support hours specified in clause 2 of this Schedule 2, to assist the Licensee in identifying any issues contained within the Licensed Software.
- (c) Requests for support can also be submitted by email to: contact@beamtree.com.au
- (d) All support will be co-ordinated with head office.

2. Support Hours

- (a) Under the Subscription Fee, Beamtree will provide access to Software Support Services during the following hours on Business Days (**Support Hours**):

Country	Monday-Friday
United Kingdom	09:00 – 17:00

- (b) Any Software Support Services provided at the request of the Licensee outside the Support Hours may require payment of an additional charge payable to Beamtree and its prevailing applicable rates for extended support services from time to time.

3. On-site Support

- (a) Beamtree will use its best endeavours to resolve any Critical Priority or Major Priority (as defined below) that are not resolved within one week of the time that Licensee provides Notice thereof to Beamtree. There is otherwise no obligation by Beamtree to provide on-site support unless the Licensee specifically requests it and the Licensee agrees to pay the associated costs for same.
- (b) Upon receipt of a written request from the Licensee, Beamtree will provide the Licensee on-site Software Support Services at a mutually agreed time and in such event where the Licensee requests on-site support in which case the Licensee agrees to pay Beamtree all reasonable costs associated with the provision of on-site support, including charges for Beamtree's reasonable personnel, travel, lodging and miscellaneous expenses related to such on-site support.

4. Service Levels

The support levels described below and the applicable provisions are to be followed by Beamtree and Licensee personnel for the support of the Licensed Software. The provisions described below must be applied for any problem or issue escalated through the defined support levels. The activities identified are the minimum required and may be supplemented by further actions during the course of the problem investigation in order to expedite a resolution.

- (e) **First-level Support:** Beamtree will provide basic help desk services, and this will typically include initial call handling, call logging, assignment of call priority (Critical, Major, Minor and Routine) and queue placement and escalation to second-level support as required. This level will also include initial problem diagnostic services for identifying problems and generic application faults, analysis and if possible, problem resolution.
- (f) **Second-level Support:** Beamtree will provide second-level support. Second-level support will provide more detailed problem diagnostic services as well as any problem duplication for identifying complex problems and Licensed Software Defects that cannot be resolved by the first-level support. Second-level support includes the application of any Updates that the Licensee support is able to implement. Second-level support will also provide interface and escalation to third-level support as required.
- (g) **Third-level Support:** Beamtree will engage a support specialist or third party, for product design problem analysis, and to formally escalate problems. Third-level support will include provision of reasonable levels of technical assistance to the Second-Level support organisations and timely delivery of Updates, patches or hot fixes and associated User Documentation.

5. Service Request Process

- (a) Following identification by Beamtree of a problem that cannot be resolved by the Second-level Support as described above, Beamtree will record details of the problem (including diagnostic information) in accordance with a list of reasonably required information agreed to by the between Beamtree and the Licensee and forward this information to support specialist or third party. This information will be logged by Beamtree in a “problem log” (**Service Request**).
- (b) The Licensee will be given a Service Request number and will be provided with regular status and progress updates of Licensee-escalated problems. A Licensee representative will also be entitled to attend (in person or phone conference) the regular Beamtree problem status and review meetings for Licensee Service Requests.

6. Service Request Classification

Beamtree defines four classifications of Service Requests. In order to classify a request, the Licensee’s technical contact will confirm with Beamtree the impact of the problem and recommend an appropriate classification. Where Beamtree and the Licensee disagree on the classification of a particular problem, the Licensee and Beamtree’s primary technical contacts will undertake to work on the problem based on the Licensee classification recommendation. In the case of a classification disagreement, review of the classification will occur as a follow-up activity, prior to the final closure of the Service Request.

- (a) **Critical Priority:** Service Requests that have been verified by Beamtree as problems affecting critical business functions, which cause major functionality to affect service for the Licensee. There is no acceptable workaround.

- (b) **Major Priority:** Service Requests that have been verified by Beamtree as problems affecting data corruption or prevents volumes of transactions from being processed or otherwise causes a major disruption to business operations, which cause major functionality to affect service for the Licensee. There is an acceptable workaround that allows the Licensee to restore service.
- (c) **Minor Priority:** Service Requests that have been verified by Beamtree as causing particular features or functionality to be inoperative, but do not affect service for the Licensee. There may or may not be an acceptable Workaround.
- (d) **Routine:** Service Requests that are verified by Beamtree as being cosmetic, minor or enhancements which will be considered for inclusion in future new releases or Updates.

7. Service Request Response Objectives

- (a) Beamtree technical support will use its best endeavours work on Critical Priority problems immediately to provide a resolution. The Licensee Technical Contact must be available so that Beamtree technical support can obtain information required to continue resolving the incident. If the primary technical contact is unavailable, Beamtree technical support will attempt to reach the secondary technical contact. If neither technical contact is reachable, a Critical Priority incident report may be classified as a Major Priority until technical contacts are available. Beamtree technical support will work with the designated technical contact until the Licensee has an acceptable workaround.
- (b) The response time refers to the time that elapses from the time at which Licensee logs a Service Request to the time at which Beamtree acknowledges and responds to the Service Request. Beamtree will acknowledge and respond within four (4) business hours.
- (c) All escalation times correspond with standard business hours.
- (d) Beamtree may, if it is reasonable to do so and the Licensee does not require earlier rectification, elect to remedy Minor Priority or routine defects in the next:
 - (i) New Release, or Update - the supply and installation costs of which shall be borne by the Licensee; or
 - (ii) Patch of the applicable Licensed Software which may be supplied and installed at no additional cost to the Licensee.
- (e) The Licensee may contact Beamtree at any interval for any problem to solicit update information. The time between Beamtree making the initial response to the Licensee and providing unsolicited updates, by email to the request for information or assistance is as follows:
 - (i) Critical: One (1) communication every Business Day; and
 - (ii) Major: One (1) communication every week
- (f) For issues classified as "Critical", Beamtree will use all commercially reasonable efforts and resources at its disposal to ensure that the Licensed Software is restored to an operation status (workaround or fix), as soon as possible.

8. Access requirements

Beamtree technical support staff may require remote access to the Licensee's system to evaluate and diagnose problems. The Licensee agrees to provide Beamtree with reasonable access to its

information technology systems and its personnel to enable Beamtree to perform its obligations in accordance with this agreement. Service Requests may be downgraded in priority if Licensee does not provide Beamtree with remote access in a timely manner.

9. Service Levels and Escalation

The following table shows the escalation guidelines that are followed by Beamtree technical support engineers. *All escalation times correspond with standard business hours.*

Elapsed Time	Critical	Major	Minor	Routine
Automated Response to Licensee	15 mins	15 mins	15 mins	15 mins
4 Hour	Beamtree Technical Support			
8 Hour	Beamtree Software Engineer	Beamtree Technical Support		
24 Hour	Beamtree Technical Lead	Beamtree Software Engineer	Beamtree Technical Support	
5 Business Days				Beamtree Technical Support

Schedule 3 – Details of Personal Data to be Processed under this Agreement

Description	Details (ADI)
Categories of Data Subjects	Patients
Type of Personal Data	The following Personal Data is to be Processed by Beamtree in connection with the provision of the Services to the Licensee - Unique episode or visit ID, Hospital ID and/or NHS number - Full name - Sex - Date of Birth - Resuscitation status Beamtree will also Process Special Category Data in connection with the provision of the Services to the Licensee, in the form of data concerning the health of patients in particular: - Date of individual's admission to and discharge from hospital - Admitted location – Site, ward and bed - Vital Signs measurements - Select pathology results - Adverse Events eg Unplanned ICU admission, Death, Resuscitation events - Specialty
Nature and purposes of Processing	The purposes of Processing the Personal Data is to enable delivery of the Services, using data as specified above, already captured in clinical systems by the Licensee
File type	N/A – API integration
Frequency of Transfer	At minimum 10-15 minute intervals
Duration of Processing	The Term
Plan for return or destruction of Personal Data upon termination of the agreement	As set out in clause 12 of this agreement.

Description	Details (PICQ)
Categories of Data Subjects	Patients

	• Healthcare professionals • Clinical Coder
Type of Personal Data	The following Personal Data is to Processed by Beamtree in connection with the provision the Services to the Licensee • Unique episode ID, Hospital ID and/or NHS number, and in the case of medical professionals doctor ID number • Full name • Sex • Age • Neonate flag • Neonate weight • Postal address • Marital status • NHS number • Telephone number • NI number • Coder ID • Coding Date and Time Beamtree will also Process Special Category Data in connection with the provision of the Services to the Licensee, in the form of data concerning the health of patients as well as racial or ethnic origin and in particular: • Date of individual's admission to and discharge from hospital • Admission Mode • Separation Mode • Principal Diagnosis Code • Additional Diagnoses Codes • Care Type / Care Plan / Care Pathway • HRG and HRG version • Procedure Codes • Length of stay in ICU • Hours on mechanical ventilation / ventilation hours / duration • Intended / expected length of stay • Mental health status • Any unplanned return to theatre for further surgery • Any unplanned ICU admission

	• Racial or ethnic origin to the extent relevant to the patient's health episode • Specialty • Ward
Nature and purposes of Processing	The purposes of Processing the Personal Data is to enable delivery of the Services, and in particular to enable the quality assurance in terms of accuracy and specificity of the coding of medical records held by the Licensee
File type	.csv
Frequency of Transfer	Daily.
Duration of Processing	The Term
Plan for return or destruction of Personal Data upon termination of the agreement	As set out in clause 12 of this agreement.

Description	Details (RippleDown Auditor), (RippleDown Expert)
Personal data processed will vary on a case-by-case basis, to be agreed with the Licensee	

Description	Details (Autonomous Coding)
Categories of Data Subjects	• Patients • Healthcare professionals • Clinical Coder
Type of Personal Data	The following Personal Data is to Processed by Beamtree in connection with the provision the Services to the Licensee • Unique episode ID, Hospital ID and/or NHS number, and in the case of medical professionals doctor ID number • Full name • Sex • Date of Birth • Age • Neonate flag • Neonate weight • Postal address

	• Marital status • NHS number • Telephone number • NI number • Coder ID • Coding Date and Time Beamtree will also Process Special Category Data in connection with the provision of the Services to the Licensee, in the form of data concerning the health of patients as well as racial or ethnic origin and in particular: • Date of individual's admission to and discharge from hospital • Admission Mode • Separation Mode • Principal Diagnosis Code • Additional Diagnoses Codes • Care Type / Care Plan / Care Pathway • HRG and HRG version • Procedure Codes • Length of stay in ICU • Hours on mechanical ventilation / ventilation hours / duration • Intended / expected length of stay • Mental health status • Any unplanned return to theatre for further surgery • Any unplanned ICU admission • Racial or ethnic origin to the extent relevant to the patient's health episode • Specialty • Ward • Presenting condition • History of presenting condition • Past medical history • Rx summary • Inpatient Care Plan • Nursing Progress notes • Medication charts • Discharge summary • Discharge diagnosis • Post discharge plan • Referral letter
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	• Radiology, e.g. CT • Fine needle aspirate results Cytology • Operation report • Anaesthetic Record • Pathology ○ Histology ○ GFR (biochemistry) ○ Covid PCR
Nature and purposes of Processing	The purposes of Processing the Personal Data is to enable delivery of the Services, and in particular to enable coding of medical records held by the Licensee for the purposes of automated coding processes for such records based on machine learning.
File type	.csv
Frequency of Transfer	Real-time / daily.
Duration of Processing	The Term
Plan for return or destruction of Personal Data upon termination of the agreement	As set out in clause 12 of this agreement.

Schedule 4 List of approved sub-processors

1. **Beamtree Pty Limited** (ABN 91 073 973 430), of Level 1, 16 Eveleigh Street, Redfern NSW 2016 Australia

Schedule 5 Additional Software Terms

1. Medical Device Software Terms

- (a) Certain elements of Licensed Software may be regulated as medical devices (“Medical Device Software”). If applicable, the Licensee agrees to the following additional terms with respect to the Medical Device Software:
 - (i) Instructions for Use: The Licensee will use Medical Device Software only in accordance with its instructions for use (including with respect to installation of the software and any relevant user training), as set forth in the User Documentation.
 - (ii) [include if relevant to software provision] [Testing: Upon implementation, the Licensee will test Medical Device Software in accordance with Beamtree’s instructions and the terms of the agreement. The Licensee will perform such testing in a non-production directory environment and confirm that the testing indicates no unresolved failures or signs of improper implementation before using Medical Device Software in a production directory.]
 - (iii) Updates: The Licensee will install all required Updates impacting the Medical Device Software that are made available to the Licensee by Beamtree.
 - (iv) Reporting: The Licensee acknowledges that manufacturers of regulated medical devices are subject to certain reporting obligations. The Licensee will cooperate with requests for information by Beamtree with respect to any potentially reportable event involving Medical Device Software. The Licensee will also promptly inform Beamtree of any report the Licensee is required to make to a competent authority or other regulatory authority about the Licensed Software.
 - (v) Recalls: If at any time Beamtree determines it is appropriate to recall any Medical Device Software, the Licensee will cooperate with such action, which may include Beamtree modifying or disabling functionality included in the Medical Device Software.
 - (vi) Labelling: The Licensee will not substantively change any labelling for Medical Device Software that is provided by Beamtree or otherwise promote its use in a manner inconsistent with the Licensed Software’s intended use.
 - (vii) Clinical Judgement: The Medical Device Software never serves as a substitute for a clinician’s professional experience, judgment and decision-making. Clinicians should always exercise appropriate clinical judgment.

2. Licensed Software - Clinical Interface – [relevant to ADI in particular]

- (a) The Licensed Software contains tools intended for trained personnel to use as they provide care. The Licensee expressly acknowledges and agrees it is not a substitute for competent human intervention and judgement. Accordingly, in using the Licensed Software the Licensee and its Authorised Users will:
 - (i) enter and read information accurately and completely;
 - (ii) ensure that Authorised Users are properly trained;
 - (iii) be responsible for configuration and connection decisions;

- (iv) confirm the accuracy and relevance of information in the same manner as if it were in paper form (e.g., verification of allergies, medications, and results);
- (v) report to Beamtree, as soon as reasonably practicable, all suspected service incidents and other issues that the Licensee and/or Authorised Users know or should know could adversely affect patient care;
- (vi) take all reasonable measures to avoid or mitigate harm that could be caused by service incidents or other issues. Mitigation steps include immediately alerting all relevant Authorised Users and educating them about the problem, implementing safeguard procedures, and deploying alternate workflows or functionality (which may include turning off affected functionality), and promptly installing related Updates;
- (vii) [if applicable] [reasonably test for and assure itself of accuracy, completeness, appropriateness, and compliance of functionality and content before the Licensee releases them or authorise their release into a production environment;]
- (viii) maintain, train Authorised Users on, and carry out disaster recovery and system unavailability procedures that will permit Authorised Users to preserve patient care quality in the event of Licensed Software unavailability; and
- (ix) use the Licensed Software only in accordance with the User Documentation and applicable standards of good medical practice.

3. Indemnities

- (a) The parties recognise that many factors, including the provider-patient relationship, can affect outcomes and related claims. Accordingly, the Licensee will indemnify Beamtree from any claim by or on behalf of any patient of Licensee or an Authorised User or from a third party claiming damage due to a relationship with such a patient if such claim in any way arises out of or relates to clinical care or clinical outcomes.
- (b) To the extent the indemnification described above is prohibited by the law applicable to this agreement, the Licensee agrees that the Licensee and Authorised Users shall:
 - (i) operate the Licensed Software accurately and in accordance with the requirements of this agreement;
 - (ii) use the Licensed Software in accordance with the User Documentation; and
 - (iii) satisfy each of the responsibilities listed in paragraph 1(a) above.

and the Licensee agrees to accept full responsibility for all losses that are incurred by any failure of itself and/or any Authorised Users to comply with paragraph 3(b) or as a result of any other default by itself and/or any Authorised User(s).

4. Licensed Software Protections

- (a) The Licensed Software is protected by copyright law and international treaties. Unauthorised reproduction or distribution of the Licensed Software, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. The Licensee agrees to preserve all Beamtree and third party trademarks and copyright or trademark notices contained in any Licensed Software.
- (b) The Licensee will:
 - (i) not reverse engineer any of the Licensed Software or any part thereof;

- (ii) limit access to the Licensed Software to the Authorised Users;
- (iii) store all copies of the Licensed Software securely and use Beamtree approved security technology to provide and track electronic access to the Licensed Software, so that access is limited to permitted Authorised Users (if the Licensee provides electronic access to Licensed Software via a secure portal that requires each user to enter a unique ID and password to access such Licensed Software and allows such access to be audited, the Licensee will be considered to have satisfied the requirements of the previous sentence to use Beamtree approved security technology to provide and track access);
- (iv) if the Licensee discovers that anyone who has access to any Licensed Software is assisting directly or indirectly in the development, design, or enhancement of software that overlaps with any Licensed Software (and Beamtree has not provided advance written consent for such activity), it shall promptly discontinue such access or ensure that such activity is terminated; and
- (v) notify the Beamtree promptly in writing if the Licensee discovers any person or entity has obtained non-permitted access to the Licensed Software.

EXECUTION PAGE

Executed as an agreement

Executed for and on behalf of **Beamtree UK Limited**
by its authorised officer in the presence of:

.....
Signature of witness

.....
Signature of authorised officer

.....
Name of witness
(Please print)

.....
Name of authorised officer
(Please print)

.....
Date
(dd/mm/yyyy)

.....
Date
(dd/mm/yyyy)

Executed for and on behalf of **[XXX]** by its authorised
officer in the presence of:

.....
Signature of witness

.....
Signature of authorised officer

.....
Name of witness
(Please print)

.....
Name of authorised officer
(Please print)

.....
Date
(dd/mm/yyyy)

.....
Date
(dd/mm/yyyy)