

THIS SUBSCRIPTION AGREEMENT is made the _____ day of _____ 2025

BETWEEN:

OneTouch Telecare Limited t/a OneTouch Health registered in Ireland under Company Number 543914 whose registered office is at 9 Howley Square, Main Street, Oranmore, County Galway (hereinafter referred to as "**OneTouch**" "**us/we/our**");

-and-

[INSERT NAME], registered in the UK under [INSERT COMPANY'S REGISTERED NUMBER], whose principal place of business is at [INSERT CUSTOMER REGISTERED ADDRESS] (hereinafter referred to as the "**Customer**", "**you/your**").

Subscription Agreement Issue Date	Customer Number	Subscription Agreement Number
???		???

1. NON-BINDING BACKGROUND

- A. OneTouch has developed a proprietary software solution and staff management system, which it makes available to its customers and related application (the "**Platform**"). The Platform is available on a subscription basis as a system for enabling health care providers to maintain a digital care management platform.
- B. The Customer wishes to use the Platform in its business operations. The purpose of this Subscription Agreement is to set out the basis upon which access to software will be provided and to ensure that the proper commitments are in place to provide consistent IT service support and delivery to the Customer.

2. DEFINITIONS

The defined terms for this Subscription Agreement are set out in the Terms and Conditions contained in Schedule 1.

3. SERVICE OVERVIEW

- 3.1 Subject to the Customer paying the Subscription Fees, the restrictions set out in this clause 3.1, and the Terms and Conditions in Schedule 1 ("**Terms and Conditions**"), OneTouch shall provide, the Services to the Customer on a non-exclusive basis, with effect from the Effective Date. In the event of a conflict between this Subscription Agreement and the Terms and Conditions, the terms of this Subscription Agreement shall apply.
- 3.2 This Agreement shall commence on the Effective Date and continue for three (3) years (the "**Initial Term**") unless terminated as provided in the Terms and Conditions. Thereafter, this Agreement shall automatically renew for successive periods of twelve (12) months (each a "**Renewal Term**") unless terminated in accordance with the provisions of the Terms and Conditions.
- 3.3 The Services are described in detail in Schedule 2.
- 3.4 The Subscription Fees payable under this Subscription Agreement for the Initial Term are set out in Schedule 3.
- 3.5 Additional features not being procured / provided as of the Effective Date and associated pricing shall be agreed by the Parties in writing. Additional bespoke Platform development and bespoke upgrade features shall be subject to additional fees which will be agreed by the Parties in writing.



4. GENERAL

- 4.1 This Subscription Agreement, the Terms and Conditions in Schedule 1, the Pricing Schedule attached in Schedule 3 and the Data Processing Agreement attached in Schedule 4 constitute the entire agreement between the parties and supersede all previous engagements and understandings between the Parties in relation to the subject matter of this Subscription Agreement.
- 4.2 The Parties hereby agree to the use of electronic signatures to execute this Subscription Agreement, This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4.3 We reserve the right to vary this Agreement and in particular these Terms and Conditions. If we do so, the revised Agreement will be notified to you in advance.

IN WITNESS WHEREOF, this Subscription Agreement has been duly executed by the Parties.

OneTouch Health

Duly authorised for and on behalf of

OneTouch Telecare Limited:

Name:

Title:

Date:

CUSTOMER:

Duly authorised for and on behalf of

Customer:

Name:

Title:

Date:

Schedule 1 – OneTouch Terms and Conditions

1. DEFINITIONS

1.1. **“Agreement”** means (i) these Terms and Conditions together with your Software as a Service Subscription Agreement (**“Subscription Agreement”**), the Services Description in Schedule 2, the Pricing Schedule in Schedule 3 and Data Processing Agreement entered by the Parties attached in Schedule 4 hereto (**“DPA”**) (as amended from time to time by OneTouch).

1.2. **“Content”** means all text, information, data, software, executable code, images, audio or video material in whatever medium, or form provided to the Customer by OneTouch for incorporation as part of the Platform including the Platform’s “look and feel”.

1.3. **“Customer Data”** means all data and information submitted to the Platform by Customer or by a third-party on behalf of Customer for the purposes of using the Services.

1.4. **“Effective Date”** means the last date upon which either party executes this Agreement.

1.5. **“Initial Term”** is the

initial term of this Agreement as set out in the Subscription Agreement.

1.6. **“Intellectual Property Rights”** means rights in ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, documentation, content, training materials, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations, and information, patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, systems, interfaces, tools, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to

claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world whether or not made by OneTouch in order to provide the Services.

1.7. **“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from; a substantial portion of this Agreement or any of the obligations as set out in this Agreement, over the term of the Agreement including for the avoidance of doubt non-payment of Subscription Fees or other fees lawfully due and owing.

1.8. **“Platform”** or **“Care Management System”** refers to the system that is being used.

1.9. **“Services”** means OneTouch’s services provided to Customer in connection with the Agreement and the Service, and as further set forth the Subscription Agreement and these Terms and Conditions.

1.10. **“Subscription”** means the time-limited and

paid for right for the Users to use the Services and receive technical support.

1.11. **“Subscription Fee(s)”** means the fees set forth in the Subscription Agreement (s) to be paid by Customer for the Subscriptions.

1.12. **“Support Services”** means the support services set out in clause 3.3.

1.13. **“User”, “Users”** means the Customer and any individual who is authorised by Customer to use the Services. Users may include, for example, Customer’s employees, consultants, contractors, franchisees and agents.

1.14. **“Standard Business Hours”** means the hours between 9 a.m. to 5 p.m. (GMT), Monday through Friday, excluding public holidays.

2. ACCESS TO THE PLATFORM

2.1. Subject to you paying the Subscription Fee, we shall provide access to and make available the Platform and Services on or available through it subject to the terms set out in this Agreement.

2.2. You hereby expressly acknowledge and agree that the Platform shall be used as a digital care management platform only,

and that it shall not replace, or supplement medical advice or treatment traditional methods of diagnosis or treatment of any medical condition provided by you to your end customers. OneTouch shall not provide health care services to you as part of the Services.

2.3. You further acknowledge and agree that the Platform is not a substitute for compliance or medical advice or treatment, and that you are responsible for complying with all applicable regulatory requirements.

2.4. Use of the Platform is permitted to you and your Users only. You shall procure that all Users comply with the Agreement and any other terms and conditions of use and other policies posted on our website from time to time.

3. SERVICES

3.1. OneTouch shall use commercially reasonable endeavours to make OneTouch available 24 hours a day, seven days a week, except for:

3.1.1. Planned or unscheduled maintenance which may be carried out during or outside of Standard Business Hours of which OneTouch will endeavour to provide advance notice; and

3.1.2. Unavailability due to

matters detailed in Clause 12.6. (Force Majeure).

3.2. OneTouch shall use reasonable endeavours to conform to the standards, service level guarantees and specifications set forth Schedule 2 (Service Levels).

3.3. OneTouch shall provide the following support services: Email Support: Customer shall direct support queries to an email account OneTouch during Standard Business Hours. OneTouch shall make reasonable endeavours to respond to emails within one (1) Business Day.

3.4. If the Customer needs assistance beyond the Standard Business Hours or any additional support services beyond those outlined, OneTouch may, at its discretion, provide such services at the rates agreed upon by the Customer. The Customer acknowledges that OneTouch is not obligated to offer support outside Standard Business Hours or beyond the specified Support Services.

3.5. OneTouch shall take reasonable steps to backup data on the Platform. OneTouch shall ensure all data is persisted in a database that employs full, differential and transaction log backups (every 4 hours) to geographically redundant storage. In addition, the entire OneTouch infrastructure is

backed up daily to geographically redundant storage. Except in the case of intentional acts, wilful misconduct or gross negligence of our employees, OneTouch is not responsible for any loss or damage to Customer Data.

3.6. The Customer shall ensure all minimum hardware and software, internet connection and other arrangements necessary for access to the Platform are in place prior to the Effective Date. The Platform is compatible with most major internet browsers. Google Chrome version 70 (or greater) and Microsoft Edge version 42 (or greater) are fully supported. Minimum hardware requirements for the browser must be adhered to.

3.7. While we may take precautions against security breaches, no website, application, or internet transmission is completely secure, and as such, you acknowledge that neither we nor third parties connected to OneTouch shall be liable for damages, costs, or losses, that may result from interruption or interception of communications or unauthorised access or hacking. We cannot guarantee the privacy and security of such communications.

3.8. Your access to and use of the Platform may be

governed by the terms and conditions of your internet provider.

4. FEES AND PAYMENT

4.1. The customer shall pay to OneTouch the Subscription Fees set forth in the Agreement in accordance with the terms and conditions contained therein. Customer shall pay all invoices within thirty (30) days after the date of any invoice issued by OneTouch. All relevant fees must be paid in full before access to the Platform will be granted. The first invoice will be issued as set out in Schedule 3 – Pricing.

4.2. If OneTouch has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies OneTouch may have:

4.2.1. OneTouch may, without liability to the Customer suspend provision of the Platform and/or the Services and OneTouch will be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

4.2.2. Interest shall accrue on a daily basis on such overdue amounts at an annual rate equal to three per cent (3%) over the published European Central Bank base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after

judgment.

4.3. The Subscription Fees set forth in the Agreement (Schedule 3) may be subject to annual review by One Touch. Any Subscription. Fee adjustments will be limited to the Consumer Price Index rate +/- 3% at the time of the review and will be notified in writing no less than 30 days before taking effect.

4.4. Subscription Fees for Renewal Terms will be invoiced as set forth in the Subscription Agreement. At a minimum, Subscription Fees for any Renewal Term shall be increased by a reasonable amount to account for any cumulative inflationary increases from commencement of the Initial Term. We may further increase the Subscription Fee in advance of any Renewal Term to apply to that Renewal Term, and any such increases will be notified to you in advance.

4.5. Except as expressly set forth in this Agreement, all payment obligations are non-cancellable and, except as expressly set forth in this Agreement, Subscription Fees will not be refunded or pro-rated for any reason, including if Customer's actual usage of the Services falls below the purchased amount indicated in an applicable Subscription Agreement, Subscription quantities cannot be decreased during the relevant

subscription term.

4.6. No payment shall be deemed to have been received until we receive cleared funds. Subscription Fees and other sums due shall be paid in full without any withholding or deduction by way of set-off, counterclaim, discount, abatement or otherwise.

4.7. Payment shall be made by electronic transfer, standing order or direct debit mandate. All amounts shall be payable in sterling and are exclusive of value added tax which will be added to our invoice and paid by you at the appropriate rate and in the manner for the time being provided by applicable law.

5. TERM; TERMINATION

5.1. Either Party may terminate the Agreement by notifying the other Party, in writing, at least [60] [sixty] days before the end of the Initial Term or any Renewal Term, that it wishes to terminate the Agreement, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term.

5.2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other party if:

5.2.1. the other Party commits a Material Breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

5.2.2. the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

5.3. On termination of the Agreement:

5.3.1. all rights and obligations of the Parties under the Agreement will terminate except for payment of the Subscription Fees to the expiry of the Initial Term (or expiry of the current term under clause 5.1 herein) and any other relevant fees incurred at the date of termination save where the Customer has validly terminated the Agreement under clause 5.2 in which case the date of termination shall be the appropriate date for calculation of Subscription Fees (or other relevant fees) due;

5.3.2. Amounts outstanding owed to OneTouch will become immediately due;

5.3.3. the licence granted to you under Clause 1 shall automatically terminate.

5.3.4. OneTouch shall make all Customer Data available to the Customer via downloading PDF, .csv or .xls or other required format of the relevant information. If development work is required to generate a format that is not industry standard at that time, a reasonable fee shall be agreed by the Parties. Limited access to the Platform shall be provided for sixty (60) days to retrieve Customer Data or request its early destruction. Following the sixty (60) day period, OneTouch shall promptly destroy all the customer data and customer metadata then in its possession or reasonable control.

5.3.5. OneTouch shall destroy or return all Confidential Information (as defined above) to the Customer.

5.4. All clauses of the Agreement that by their nature should survive termination or expiration of the Agreement shall be deemed to survive any such termination or expiration.

6. OUR INTELLECTUAL PROPERTY

6.1. Except as expressly stated herein, this Agreement does not grant to the Customer any rights to, under

or in, any Intellectual Property Rights, or any other rights or licenses in respect of the Platform or the Services.

6.2. The Customer undertakes to not challenge the validity or enforceability of OneTouch's Intellectual Property Rights in any judicial or administrative proceedings.

6.3. All Intellectual Property Rights created, developed, subsisting, or used in or in connection with the Platform and any modifications will be the absolute property of, and will vest and remain vested in, OneTouch or our licensors.

6.4. Ownership of any such feature upgrades and technical developments for the Customer shall remain in the ownership of OneTouch unless otherwise agreed in writing with OneTouch. OneTouch hereby grants the Customer a non-exclusive right to use same for the duration of this Subscription Agreement.

6.5. Customer may not make alterations, copies, extractions, modifications, or additions to the Content, or sell, copy, distribute, disseminate, or licence it, or misuse the Content in any way.

6.6. If Customer breaches this clause 6, its right to use the Platform shall be deemed to cease

immediately and automatically.

6.7. You acknowledge and agree that any breach of this clause 7 will cause OneTouch irreparable harm for which damages are not an adequate remedy and that we may seek interim, preliminary, or protective relief from any competent court to restrain your anticipated or actual breach of this clause 7.

7. USE OF PLATFORM

7.1. In consideration of the Subscription Fees and your compliance with the Agreement we hereby grant you:

7.1.1. A non-exclusive, revocable licence to access and use the platform in accordance with the agreement; and

7.1.2. A non-exclusive, revocable licence to use any tool we may make available to you to create customer data, subject always to the agreement.

7.2. All intellectual property rights in customer data belong to the customer (as appropriate) and is your absolute property. In consideration for the provision of the platform and any content or services on or available through it you grant OneTouch for the duration of your subscription a worldwide, non-exclusive, revocable, fully paid-up, royalty free, right and licence to use such customer data for the purpose of

providing you the platform in accordance with the agreement. OneTouch may use, reproduce and disclose platform, customer data related information, data and material that is fully anonymized, deidentified, or otherwise rendered not reasonably associated or linked to you or any user or other identifiable individual person or entity for product improvement and other lawful purposes.

7.3. If you or users create, upload, or customize any customer data you agree, undertake, warrant and represent that:

7.3.1. such customer data (i) complies with all applicable laws; (ii) is not negligent or misleading; (iii) does not infringe the privacy rights of any user or other third party; (iv) does not infringe the intellectual property rights of any third party; (v) does not infringe any third party rights (of any nature whatsoever); (vi) does not violate the terms of any professional for insurance policies held by you; and (vii) has been prepared with due care and attention and in accordance with all applicable ethical and professional guidelines under which you operate; and

7.3.2. you have all necessary rights in Customer Data to grant OneTouch the license in clause 7.2.

7.4. You shall indemnify, defend, and hold harmless OneTouch against all losses, expenses, damages, and costs suffered or incurred by

OneTouch arising out of or in connection with any claim brought against us for actual or alleged infringement of a third party's intellectual property rights, arising out of or in connection with your use of the platform. You shall cooperate fully as reasonably required by OneTouch in the defence of any such claim.

7.5. A customer's use of the platform and the use of the platform by users shall comply with all applicable law.

7.6. Customer data can be shared within the OneTouch Health Group as required for operational purposes when processing data.

8. IMPROPER USE OF THE PLATFORM

8.1. You and any user may not use the platform in any manner that could damage, disable, overburden, or impair it, its servers, or the network(s) connected to the server, or interfere with any other party's use and enjoyment of the platform and services on or available through it.

8.2. You and any user may not hack into or insert malicious code into the platform.

8.3. You and any user may not attempt to gain unauthorised access to any services, parts of the platform, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means.

8.4. You and any user may not obtain or attempt to obtain any content, materials or information through any means not intentionally made available to you.

9. DATA PROTECTION

9.1. The parties agree that in respect of any personal data processed by OneTouch as part of the services, OneTouch shall be a processor and customer shall be a controller of personal data. Such processing shall be governed by the DPA as set out in Schedule 4.

10. LIABILITY

10.1. Except as expressly and specifically provided in this agreement:

10.1.1. The customer assumes sole responsibility for results, diagnoses, and medical advice derived or obtained from the use of the services by the customer, including for conclusions drawn from such use, or for treatment prescribed by any therapist, physician, researcher and/or health care professional regardless of whether they use the platform. OneTouch shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions, or scripts provided to OneTouch by the customer in connection with the services, or any actions taken by OneTouch at the customer's direction.

10.1.2. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute

or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

10.1.3. The services are provided to the customer on an "as is" basis and we make no undertaking, representation or warranty whatsoever: (i) regarding the completeness or accuracy, reliability or timeliness of any of the content; (ii) that the platform, its server or the content is free from defects, errors, viruses, bugs or other harmful elements; (iii) in relation to availability and/or uninterrupted use of the platform and/or the content (iv) in relation to any documentation after the point it is downloaded and/or leaves OneTouch's secure environment in the platform and we expressly disclaim all such warranties, representations and undertakings to the maximum extent permitted by law.

10.2. Nothing in this agreement excludes the liability of OneTouch:

10.2.1. for death or personal injury caused by the supplier's negligence; or

10.2.2. For fraud or fraudulent misrepresentation.

10.3. subject to clause 10.1, clause 10.2 and clause 10.5:

10.3.1. OneTouch shall have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure

economic loss, or for any special, indirect or consequential loss, costs, damages, charges, or expenses; and

10.3.2. OneTouch's total aggregate liability to the customer (including in respect of any indemnities in this agreement) per contract year, shall not exceed 100% of the total subscription fees paid or payable in that contract year.

10.3.3. Customer's total aggregate liability to OneTouch shall not exceed 100% of the total subscription fees paid in that contract year.

10.4. References to liability in this clause 10 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.5. Nothing in this agreement excludes the liability of the customer for any breach, infringement or misappropriation of OneTouch's intellectual property or any breach of clause 13 (confidentiality).

10.6. You must immediately notify OneTouch of any unauthorised uses of a user's profile or any other breaches of security.

11. CONFIDENTIALITY

11.1. **"Confidential Information"** means all information of any nature whatsoever and in whatever form which has been

previously or is after the effective date disclosed by or on behalf of the disclosing party to the receiving party which is marked confidential or which ought reasonably be treated as confidential including trade secrets, financial affairs, strategies, customer lists, know-how, methods and the operations of the disclosing party; and all analyses, compilations, notes, reports, memoranda, records and other documents of any nature prepared by or on behalf of the receiving party or the disclosing party which contain or otherwise reflect or are derived from the information referred to in clause 11.1.

11.2. **"Disclosing Party"** means a party disclosing confidential information under the agreement.

11.3. **"Receiving Party"** means a party receiving confidential information under the agreement.

11.4. The Receiving Party undertakes to keep the disclosing party's confidential information confidential and not to (i) use the Confidential Information for any reason, other than to the extent necessary to perform its rights and obligations under the Agreement; (ii) disclose the confidential information to any third party except its employees that (a) have a legitimate "need to know" for furtherance of the Receiving Party's rights and obligations under the Agreement, and (b) are subject to confidentiality obligations no less restrictive than those set forth herein; and (iii) to exercise the same degree of care in protecting

the Disclosing Party's Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. The undertakings in this clause 11.4 shall not apply to Confidential Information which (i) at any time is or comes into the public domain without breach of the Agreement (or any other obligation of confidentiality); (ii) was lawfully in the possession of the Receiving Party prior to disclosure; or (iii) comes lawfully into the Receiving Party's possession from a third party.

11.5. The provisions of this clause 11 shall survive termination or expiry of the agreement.

12. GENERAL PROVISIONS

12.1. **Notices.** You must send any notice under the agreement to OneTouch by sending it in writing by email to contracts@onetouchhealth.net and to our postal address at OneTouch, Unit9 Howley Square, Main Street, Oranmore, Co Galway, Ireland.

12.2. **Governing law.**

12.2.1. The laws of England and Wales apply to this agreement (and any matter or dispute arising out of or in connection with them) and, subject to clause 12.3.2, the courts of the England and Wales have exclusive jurisdiction in connection with the terms and all such matters and disputes.

12.2.2. Notwithstanding

clause 12.2.1, you agree that we may bring enforcement proceedings in another jurisdiction on foot of an Irish order or to seek interim, protective, or provisional relief in the courts of another jurisdiction.

12.3. Transfers. Either party may assign or transfer their rights or obligations under the agreement, in whole or in part, with the prior written consent of the other party.

12.4. Waiver. The exercise by OneTouch of any rights under the agreement is without prejudice to any of its other rights and remedies. The provisions of the agreement may only be waived by either of OneTouch in writing by express reference to the provision in question. No delay, neglect, or

forbearance on the part of OneTouch in enforcing any provision of the agreement is a waiver, or in any way prejudices any right of OneTouch under the agreement. A waiver by OneTouch of any breach of any of the provisions of the agreement does not constitute a general waiver of such provision or of any subsequent act contrary to it.

12.5. Severability. If, at any time, any provision of the agreement is or becomes illegal, invalid, or unenforceable, that shall not affect or impair the legality, validity, or enforceability of the remainder of the Agreement (including the remainder of a provision where only part of it is or has become illegal, invalid, or unenforceable).

12.6. Events beyond our control. We are not in breach of the Agreement if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in the transmission of communications, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason.

Schedule 2 – Services Description

Service Assumptions

A. Assumptions relate to service supports and features List and include:

- All upgrades/enhancements/changes to services will be communicated and documented to the Customer and its representatives in advance.
- System changes are highlighted on the system. New processes will have documented procedures available in the help section.
- All relevant maintenance will take place in a timely fashion to ensure the maximum uptime (Ave 99.95% uptime) of our platform. We endeavour to make all maintenance/upgrades that effects the Customers' ability to access the system, will take place during out of office hours.
- All emergencies in relation to service will be responded to within agreed timescales (see below for agreed timescales).
- The system is designed to easily deal with scalability, so capacity for growth in staff numbers will not pose any issues.

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components. The Customer shall be responsible for making all minimum hardware and software, internet connection (including a suitable backup) and other arrangements necessary for the Customer and users to have access to the platform and software. While we may take precautions against security breaches, no website, application, or internet transmission is completely secure, and as such, you acknowledge that neither we nor third parties connected to the OneTouch shall be liable for damages, costs or losses, that may result from interruption or interception of communications, unauthorised access, hacking or failure of internet connection utilised by the Customer.

B. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support for Critical and High Priority issues.
 - 9:00 A.M. to 5:00 P.M. Monday – Friday.
 - Calls/ SMS/emails received out of office hours regarding critical failure of non-access to the system will be forwarded to a mobile device and fault correction processes will be enabled as soon as reasonably possible as per C. Service Requests.

Note: Real time server monitoring of the platform enables our engineers to identify and resolve possible issues before Customers become affected.

- Email support for Medium and Low Priority issues.
 - Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday.
 - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

C. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

- 0-1 hours (all times) for issues classified as Critical.
 - I.e.: Critical- Non- Access to the platform
- 0-8 hours (during business hours) for issues classified as High priority.
 - I.e.: High - Non-access of client/carer information
- Within 48 hours for issues classified as Medium priority.
 - I.e.: Medium - User unable to navigate/ find information (not lost information)
- Within 5 working days for issues classified as Low priority.
 - I.e.: Low – feature modification.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

D. Service Resilience

OneTouch is developed in compliance with the Security standards ISO 27001 and ISO 9001. OneTouch utilises 2048-bit SSL encryption techniques to secure all information transferred between the platform and users. One Touch shall endeavour to maintain Cyber Essential Plus certification. ISO 27001, ISO 9001 and Cyber Essential Plus certification. Copies of these may be viewed on the "Quality & Security Policies" section of the OneTouch website www.onetouchhealth.net

E. New Customer's Resource Commitment

The customer commits to the following as part of the implementation of the OneTouch system.

- A lead person to be nominated to manage the rollout of the system throughout the company.
- A OneTouch super user of the system to be nominated internally as the main point of contact to deal with OneTouch post rollout queries arising from within the company.
- OneTouch rollout to be completed within 1 month of rollout commencement.
- All documents required for a rollout to be up to date and readily available for OneTouch to build, where it has been agreed that OneTouch will provide that service.
- Business rules identified at the commencement of the rollout to be provided in a timely manner so as not to cause any rollout delay. These will include (but are not restricted to) annual leave, areas, bill and pay rates.

Schedule 3 – Pricing

Separate document attached.

Schedule 4 – DPA

Separate document attached.