

Dated

2020

EIDO Healthcare Limited
and
CUSTOMER

**Agreement for the supply of EIDO Inform Digital
(saas version)**



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This Agreement is dated

2020

Parties

- (1) **EIDO Healthcare Limited** incorporated and registered in England and Wales with company number 04030383 whose registered office is at Bridgford Business Centre 29 Bridgford Road, West Bridgford, Nottingham, United Kingdom, NG2 6AU (the **Supplier**);
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Customer**).

Background

- (A) The Supplier has developed a software application and platform which assists healthcare providers in obtaining informed consent from patients.
- (B) The Customer wishes to use the Supplier's service in its operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

Agreed Terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Annual Subscription Fee the Annual Subscription Fee payable by the Customer to the Supplier for each twelve month period of the Subscription Term, as set out in clause 7.1 and Schedule 1.

Authorised Users those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.1.

Business Day a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date the Commencement Date as set out in Schedule 1

Confidential Information information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.5 or clause 9.6.

Data Purge Policy the Supplier's policy for purging data set out in Schedule 4, as the same may be updated from time to time to take account of any new version of the Software provided to the Customer pursuant to clause 3.2.

Documentation the Functional Specification, the Data Purge Policy, the Training and Support Materials and any other materials relating to the Services made available by the Supplier to the Customer online via support.eidohealthcare.com or such other web address notified by the Supplier to the Customer from time to time.

Functional Specification the functional specification of the Software set out in Schedule 5 as the same may be updated from time to time to take account of any new version of the Software provided to the Customer pursuant to clause 3.2.

Included Modules the Included Modules as set out in Schedule 1.

Included Procedure Licenses the Included Procedure Licenses as set out in Schedule 1.

Normal Business Hours 9.00 am to 6.00 pm local UK time, each Business Day.

Permitted Hospitals the Permitted Hospitals as set out in Schedule 1.

Personal Data as defined in **Error! Reference source not found..**

RPI the retail prices index published the UK Office Of National Statistics.

Services the provision of the Software and the other services provided by the Supplier to the Customer under this Agreement via <https://uk.eidodigital.com> or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software the online software applications comprising the Included Modules and the Included Procedure Licenses provided by the Supplier as part of the Services, including new versions of the same subject to clause 3.2.

Subscription Term means the Subscription Term as set out in Schedule 1.

Support Policy the Supplier's policy for providing support in relation to the Services set out in Schedule 3.

Training and Support Materials the training and support materials relating to the Services made available from time to time by the Supplier via <https://support.eidohealthcare.com> or such other web address notified by the Supplier to the Customer from time to time, as the same may be updated from time to time to take account of any new version of the Software provided to the Customer pursuant to clause 3.2.

Virus any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. Use of the Services and Documentation

- 2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit from the Commencement Date the Authorised Users to use the Services and the Documentation during the Subscription Term solely in connection with the Customer's informed consent procedures in relation to treatment being provided to a patient at a Permitted Hospital. The Customer shall not otherwise make the Services or the Documentation available for use by any person.

- 2.2 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Services

- 3.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 3.2 The Supplier will provide the Customer with all new versions of the Software generally made available to its customers. The Supplier warrants that no new version of the Software will adversely affect the then existing facilities or functions of the Software.
- 3.3 The Supplier shall make the Services available for 99.5% of the time twenty four hours a day, seven days a week, except for:
- 3.3.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - 3.3.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 3.4 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with Support Services during Normal Business Hours in accordance with the Support Policy in effect at the time that the Support Services are provided.
- 3.5 If the Customer has elected to purchase the Supplier's enhanced support, the Supplier will in consideration of the Annual Enhanced Support Fees specified in Schedule 1 and to be paid by the Customer, provide to the Customer, customer support services twenty-four hours a day seven days per week in accordance with the Support Policy in effect at the time that the Support Services are provided.

4. Customer data

- 4.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data, provided always that the Supplier may use such data in the manner referred to in paragraph 13 of **Error! Reference source not found..**
- 4.2 In respect of Personal Data, the parties agree as set out in **Error! Reference source not found..**

5. Supplier's obligations

- 5.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.
- 5.3 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

6. Customer's obligations

- 6.1 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 6.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.1.2 facilitates illegal activity;
 - 6.1.3 depicts sexually explicit images;
 - 6.1.4 promotes unlawful violence;
 - 6.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.1.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 6.2 The Customer shall not:
- 6.2.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 6.2.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 6.2.3 introduce or permit the introduction of, any Virus into the Supplier's network and information systems.
- 6.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 6.4 The Customer shall:
 - 6.4.1 provide the Supplier with:
 - (a) all necessary co-operation in relation to this Agreement; and
 - (b) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - 6.4.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 6.4.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 6.4.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

- 6.4.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 6.4.6 ensure that its network and systems comply with any relevant requirements identified in the Functional Specification; and
- 6.4.7 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7. Charges and payment

- 7.1 The Customer shall pay the Annual Subscription Fee to the Supplier for each 12 month period of the Subscription Term. The Annual Subscription Fee for each 12 month period of the Subscription Term shall be in the amount, and payable on the date, as set out in Schedule 1.
- 7.2 If the Supplier has not received payment of any instalment of any Annual Subscription Fee within 7 days after the due date for payment, and without prejudice to any other rights and remedies of the Supplier:
 - 7.2.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 7.2.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 5% over the then current bank rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.3 All amounts and fees stated or referred to in this Agreement:
 - 7.3.1 shall be payable in pounds sterling;
 - 7.3.2 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

8. Proprietary rights

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 8.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9. Confidentiality

- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.1.2 was in the other party's lawful possession before the disclosure;
 - 9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2 Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it

takes into account the reasonable requests of the other party in relation to the content of such disclosure.

9.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

9.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

9.7 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

9.8 The above provisions of this clause 9 shall survive termination of this Agreement, however arising.

10. Indemnity

10.1 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any United Kingdom patent effective as of the date of this agreement, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

10.1.1 the Supplier is given prompt notice of any such claim;

10.1.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

10.1.3 the Supplier is given sole authority to defend or settle the claim.

10.2 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two Business Days' notice to the Customer.

10.3 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

10.3.1 a modification of the Services or Documentation by anyone other than the Supplier;
or

- 10.3.2 the Customer's use of the Services or Documentation in a manner contrary to this agreement or the Documentation; or
- 10.3.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11. Limitation of liability

11.1 Except as expressly and specifically provided in this Agreement:

- 11.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's written request; and
- 11.1.2 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.

11.2 Nothing in this Agreement excludes the liability of the Supplier:

- 11.2.1 for death or personal injury caused by the Supplier's negligence; or
- 11.2.2 for fraud or fraudulent misrepresentation.

11.3 Subject to clause 11.1 and clause 11.2:

- 11.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, 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 however arising under this Agreement; and
- 11.3.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 10.1), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Annual Subscription Fee paid for the period of the Subscription Term during which the event(s) giving rise to the relevant claim arose.

12. Term and termination

12.1 This Agreement shall, unless otherwise terminated as provided in this clause 12, continue for the Subscription Term.

12.2 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:

12.2.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;]

12.2.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified in writing to do so;

12.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

12.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

12.2.7 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.3 to clause 12.2.6 (inclusive);

12.2.8 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.3 On termination of this Agreement for any reason:

- 12.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- 12.3.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- 12.3.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with the Purge Policy, unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- 12.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

13. Force majeure

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

15. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

18.2 If any provision or part-provision of this Agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire agreement

19.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into this Agreement it does not rely on, and 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.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. Assignment

- 20.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

21. No partnership or agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Notices

- 23.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.
- 23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This has been entered into on the date stated at the beginning of it.

Schedule 1

Particulars of agreement

Commencement Date:	[insert commencement date]	
Subscription Term:	the period from the Commencement Date to [insert expiry date of subscription term]	
Amount and Payment Date of First Annual Subscription Fee:	[insert date]	£[insert amount] plus VAT
Amount and Payment Date of Second Annual Subscription Fee:	[insert date]	A sum equal to the First Annual Subscription Fee stated above as increased by any percentage increase in RPI in the period of twelve months from the Commencement Date.
Amount and Payment Date of Third Annual Subscription Fee:	[insert date]	A sum equal to the Second Annual Subscription Fee stated above as increased by any percentage increase in RPI in the period of twelve months from the first anniversary of the Commencement Date.
Enhance Support Service Included:	Yes/No	
Authorised Person(s) who may make a Support Request:	[Insert list of appropriate persons]	
Annual Enhanced Support Service Fee:	£[] plus VAT per twelve month period from the Commencement Date as increased on each anniversary of the Commencement Date by any percentage increase in RPI over the preceding twelve months. Each Enhanced Support Service Fee is payable in full on or before commencement of the relevant twelve month period to which it relates.	

Permitted Hospitals:	[insert list of hospitals whose staff may use the Services]
Included Modules:	[insert list of included modules]
Included Procedure Licenses:	[insert list of included procedure licenses]

Schedule 2

Data Protection Addendum

Schedule 3

Support Policy

1. Interpretation

The following definitions and rules of interpretation apply in this schedule.

1.1 Definitions:

Authorised Person a person authorised by the Customer to make a Support Request being only those persons listed in Schedule 1.

Customer Cause any of the following causes:

- (a) any cause arising from or connected with any breach by the Customer of its obligations under clause 6 of this agreement;
- (b) any improper use, misuse or unauthorised alteration of the Software by the Customer;
- (c) any use of the Software by the Customer in a manner inconsistent with the then-current Documents; or
- (d) any failure by the Customer to maintain the correct operating environment for the Software as specified in the Functional Specification.

Fault failure of the Software to operate in accordance with the Functional Specification.

Out-of-scope Services any services provided by the Supplier in connection with any apparent problem regarding the Software reasonably determined by the Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination).

Solution either of the following outcomes:

- (a) correction of a Fault or ;
- (b) a workaround in relation to a Fault.

Support Request a request made by an Authorised Person in accordance with this Schedule for support in relation to the Software, including correction of a Fault.

Support Services maintenance of the then-current version or release of the Software, but excluding any Out-of-scope Services.

2. Support Services

- 2.1 The Supplier shall perform the Support Services during Normal Business Hours.
- 2.2 The Support Services shall comprise:
 - 2.2.1 the provision of the services specified in paragraph 2.12 in respect of all Faults notified under paragraph 2.6; and
 - 2.2.2 provision by the Supplier of technical support for the Software.
- 2.3 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.
- 2.4 The provision of Out-of-scope Services shall be charged for at the Supplier's standard applicable time rates from time to time in force which at the date of this agreement is £100 per hour plus VAT plus any related expenses, which in the case of travelling by car shall be charged at HM Revenue & Customs mileage rate then in force and otherwise at the cost to the Supplier.
- 2.5 A Support Request may only be made by an Authorised Person.
- 2.6 An Authorised Person may request Support Services by way of a Support Request using any of:
 - 2.6.1 Email – support@eidohealthcare.com
 - 2.6.2 Online support portal - support.eidohealthcare.com
- 2.7 Each Support Request shall include a description of the Fault, and the Customer shall on request by the Supplier provide such other information as may be requested by the Supplier to allow it to assess the Fault and provide the Support Services.
- 2.8 Following submission of a Support Request the Authorised Person will receive by email an automatically generated Support Ticket Number. The Customer will be able to use such Support Ticket Number to monitor the status and history of a Support Request using the Support Request tracking function on the online support portal at support.eidohealthcare.com.
- 2.9 The Customer shall provide the Supplier with:
 - 2.9.1 prompt notice of any Faults which it becomes aware of; and
 - 2.9.2 such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to the Supplier in writing) remote access to the Customer System, as are reasonably

necessary to assist the Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Fault and to respond to the relevant Support Request.

- 2.10 Unless otherwise agreed in writing by the parties, all Support Services shall be provided on an off-site remote basis.
- 2.11 The Supplier shall within two Normal Business Hours of receipt of a Support Request and based on its reasonable assessment of the severity level of the Fault reported notify the Authorised Person of its categorisation of the Fault as either a:
 - 2.11.1 Severe Fault - a failure of the Software to operate in accordance with the Functional Specification that has a significant impact on the Customer's ability to use the Software for its intended purpose;
 - 2.11.2 Moderate Fault - a failure of the Software to operate in accordance with the Functional Specification that has a moderate impact on the Customer's ability to use the Software for its intended purpose;
 - 2.11.3 Minor Fault - a failure of the Software to operate in accordance with the Functional Specification that has a minor impact on the Customer's ability to use the Software for its intended purpose.
- 2.12 Following the categorisation of a Fault under paragraph 2.11 the Supplier shall:
 - 2.12.1 in respect of a Severe Fault, use reasonable endeavours to achieve a Solution as soon as possible;
 - 2.12.2 in respect of a Moderate Fault, use reasonable endeavours during Normal Business Hours to achieve a Solution as soon as possible;
 - 2.12.3 in respect of a Minor Fault, use reasonable endeavours during Normal Business Hours to achieve a Solution within a reasonable period of time.

Schedule 4

Data Purge Policy

Schedule 5

Functional Specification

Signed by

.....
(Print name)

.....
(Signature)

A director for and on behalf of

EIDO HEALTHCARE LIMITED

Signed by

.....
(Print name)

.....
(Signature)

A director for and on behalf of

[NAME IN CAPITALS] LIMITED