Doc Abode Supplier Terms

DOCUMENT STRUCTURE

This document comprises:

1. **MAIN DOCUMENT**: Supplier Licence Terms (Clauses 1-18)
2. **SCHEDULE A**: Service Level Agreement (SLA)
3. **SCHEDULE B**: Acceptable Use Policy (AUP)
4. **SCHEDULE C**: Shared Responsibility Model (SRM)
5. **SCHEDULE D**: Data Processing Agreement (DPA)

SUPPLIER LICENCE TERMS

1. Status and applicability

1.1 This document applies only if, and to the extent that, it is expressly referenced in the applicable RM1557.15 Order Form under the heading “Supplier Terms” as the “Supplier Licence Terms”.

1.2 The RM1557.15 Order Form provides that Supplier Terms are effective only within permitted subject matter. Accordingly, this document is not intended to (and does not) introduce supplier indemnities or Additional Third Party Terms, or materially alter the Call-Off Contract’s allocation of liability, risk, remedies, or termination rights.

1.3 Capitalised terms not defined in this document have the meaning given in the Call-Off Contract, including Joint Schedule 1 (Definitions).

1.4 **Schedules and Supporting Documents**

This document incorporates the following Schedules, which form part of the Supplier Terms: - **Schedule A**: Service Level Agreement (SLA) - **Schedule B**: Acceptable Use Policy (AUP) - **Schedule C**: Shared Responsibility Model (SRM) - **Schedule D**: Data Processing Agreement (DPA)

In the event of conflict between the main Licence Terms and the Schedules, the main Licence Terms prevail.

2. Interpretation

2.1 References to “Working Day(s)” have the meaning given in Joint Schedule 1 (Definitions).

2.2 UK time means time in the United Kingdom (including daylight-saving changes).

2.3 “Service Description” means the Supplier’s service description published on the Digital Marketplace.

2.4 "Locality" means a geographic area for which a local government body is responsible, as described under Local Authority Districts, Counties and Unitary Authorities in England, Scotland, Wales and Northern Ireland. Reference data: ONS Geographic Classifications (https://www.ons.gov.uk/).

For the purposes of this document:

(a) In England: Local Authority Districts, Unitary Authorities, Metropolitan Districts, and London Boroughs as defined in the Local Government Act 1972 (as amended) and subsequent legislation.

(b) In Scotland: Council Areas as defined by the Local Government etc. (Scotland) Act 1994.

(c) In Wales: Principal Areas (county or county borough) as defined by the Local Government (Wales) Act 1994.

(d) In Northern Ireland: District Council Areas as defined by the Local Government Act (Northern Ireland) 2014.

"Localities" is the plural of Locality.

2.5 "Licensed Footprint" means the geographic, organisational, and population scope for which the Services are licensed under an Enterprise or Multi-Organisation Enterprise licence, as set out in the Order Form and comprising:

(a) Geography: The Localities or local authority areas listed in Order Form Annex A; and/or

(b) Population: The Licensed Footprint Population calculated per Clause 6.2; and/or

(c) Provider Organisations: The named provider organisations listed in Order Form Annex B (Multi-Organisation Enterprise only).

The Licensed Footprint defines the scope within which the Buyer may use the Services with unlimited registered users and unlimited activity, subject to the licence type and Order Form terms.

2.6 "Contract Year" means:

(a) Year 1: The 12-month period commencing on the Contract Start Date; and

(b) Year 2 onwards: Each subsequent 12-month period from the anniversary of the Contract Start Date.

For the avoidance of doubt:

- Contract Year is measured from Contract Start Date, not from calendar year

- Partial years (e.g., contract starts mid-year) count as full Contract Years for the purpose of annual charges and renewals

- CPI adjustments apply from the start of each Contract Year (if applicable per Clause 10.3)

2.7 "Contract Start Date" means the date on which the Call-Off Contract commences, being the date stated in the Order Form or (if no date is stated) the date of the last signature on the Order Form by the Buyer or Supplier (whichever is later).

The Contract Start Date determines:

- When Contract Years commence (Clause 2.6)

- When annual licence charges are invoiced (Clause 9.1, 18.1)

- Contract anniversaries and renewal dates

- The ONS population data baseline for Enterprise tier determination (Clause 6.2)

Licence charges commence from the Contract Start Date (Order Form signature), regardless of implementation status or go-live date.

2.8 "Hypercare" means the enhanced support period immediately following go-live of the Services, during which the Supplier provides:

(a) Dedicated implementation team availability (not routine Support Desk);

(b) Priority incident response with accelerated response times;

(c) Daily check-ins with the Buyer;

(d) Proactive monitoring and early issue resolution;

(e) On-site support for initial user queries and workflow optimization.

The Hypercare period, scope, and transition criteria are set out in Clause 15.2 and the Order Form. Hypercare is distinct from routine support and maintenance (per Clause 9 and Schedule A - SLA), which commences after Hypercare completion.

2.9 "Provider Organisations" means NHS organisations or other health and social care organisations that provide out-of-hospital care services within the Licensed Footprint, including (without limitation):

(a) NHS Trusts (acute, community, mental health);

(b) NHS Foundation Trusts;

(c) Ambulance Trusts;

(d) Local Authority social care providers;

(e) Integrated Care Boards (ICBs);

(f) Primary Care Networks (PCNs);

(g) Voluntary and community sector organisations contracted to provide NHS services.

For Multi-Organisation Enterprise licences, Provider Organisations are explicitly named in Order Form Annex B. For Enterprise licences (single organisation), the Provider Organisation is named in the Order Form.

2.10 "Implementation" means the process of deploying and configuring the Services for the Buyer's operational use, including (as applicable):

(a) Service configuration and workflow setup;

(b) Integration enablement with EPR and third-party systems;

(c) Data migration (if required and scoped);

(d) User training and documentation;

(e) User acceptance testing (UAT);

(f) Go-live support;

(g) Hypercare period (per Clause 2.8).

Implementation scope, timelines, and deliverables are set out in the Order Form and/or Statement of Work. Implementation services are charged separately from licence and support fees (per Clause 15.1).

2.11 "Professional Services" means consultancy and specialist services provided by the Supplier on a time-and-materials basis beyond the included Implementation scope, including (without limitation):

(a) Additional configuration beyond included Implementation;

(b) Bespoke workflow design and optimisation;

(c) Additional training delivery;

(d) On-site workshops and stakeholder engagement;

(e) Technical consultancy (integration, API, security);

(f) Post-go-live optimisation and change requests.

Professional Services are charged at the day rates set out in Clause 15.3 or as agreed in a Statement of Work. Professional Services are distinct from Implementation (one-off mobilisation) and Support & Maintenance (ongoing service).

2.12 "SSO" means single sign-on authentication, where a user's identity is verified by the Buyer's chosen identity provider (e.g., Microsoft Azure AD, Okta) to grant access to the Services without requiring separate credentials.

2.13 Authorised User means an employee, contractor, or agent of the Buyer who has been expressly authorised by the Buyer to access and use the Services solely for the Buyer's internal business purposes and in accordance with this Agreement.

3. Licence grant

3.1 Subject to the Call-Off Contract and payment of Charges, the Supplier grants the Buyer a non-exclusive, non-transferable right for Authorised Users to access and use the Services during the Call-Off Contract term for the Buyer's internal business purposes, limited to the scope described in the Order Form and Service Description.

3.2 No title to, or ownership of, the Services is transferred to the Buyer under this document.

4. Definitions and MAU model

4.1 Where the Order Form uses a Monthly Active User (MAU) charging model, MAU is measured per calendar month and invoiced in arrears (subject to any minimum Charges stated in the Order Form).

4.2 "Job" means a discrete item of work created in the Services for operational execution (for example, a visit, task, or referral activity) which is capable of being allocated to an individual user for execution via the Services.

4.3 **"MAU" (Monthly Active User)**

"MAU" (Monthly Active User) means a unique human user (identified by a unique email address or SSO identifier) who, in any calendar month, has at least one Job allocated to them for execution via the Services (regardless of device or access channel: web, mobile app, or tablet).

MAU excludes: - (a) Non-human accounts (system accounts, service accounts, API-only accounts); - (b) Administrative or coordination users unless Jobs are allocated to them (per Clause 4.4); - (c) Test accounts in non-production environments; - (d) Accounts created during implementation in advance of go live

4.4 Administrative or coordination users do not count as MAU unless Jobs are allocated to them for execution via the Services.

4.5 A Job is treated as allocated to a user for MAU purposes where it is assigned to that user's named account as the responsible executor of that Job, whether or not the Job is subsequently completed, reassigned, or cancelled (subject to Clause 4.6(b)).

4.6 **MAU counting rules:**

(a) A user counts as a MAU for a calendar month where at least one Job is allocated to that user for execution during that month (whether or not the Job is subsequently completed), except where the allocation is created solely for testing/training in a non-production environment or is marked as a "test" record in production.

(b) If a Job allocation is created and cancelled within 30 minutes due to obvious administrative error, the Parties will treat it as non-billable where this is evidenced by system logs.

(c) A user is counted once per calendar month regardless of the number of Jobs allocated.

(d) Where a single individual has multiple user accounts (for example due to SSO change, email aliasing, or bank staff changes), the Supplier will, where technically feasible, de-duplicate accounts for MAU reporting where they are demonstrably the same individual.

4.7 **MAU Reporting and Queries**

(a) **Monthly MAU Report**: By the 5th Business Day of each month, the Supplier will make available via the Buyer admin portal a monthly MAU report for the preceding calendar month, showing:

  (i) Total unique MAU count (by email address or SSO identifier);

  (ii) Breakdown by user role (if applicable);

  (iii) Calculated monthly charge based on applicable pricing tier;

  (iv) Month-on-month comparison.

Note: Detailed per-MAU pricing breakdown is available on request for Buyers considering Enterprise conversion.

(b) **Query Period**: The Buyer may raise a billing query within 10 Working Days of the report being made available, providing reasonable detail including:

  (i) Disputed MAU count (and Buyer's calculated count);

  (ii) Specific users or calculation methodology in question;

  (iii) Supporting evidence.

(c) **Investigation**: The Supplier will investigate and respond within 5 Working Days, providing:

(i) Detailed calculation methodology and system logs supporting the MAU count, OR Confirmation of billing error with corrected MAU count.

(d) **Billing Adjustment**: Where a billing error is confirmed, the Supplier will apply an adjustment by credit note or invoice correction (as applicable) in the next billing cycle.

(e) **Escalation**: If the Buyer disputes the Supplier's response under Clause 4.7(c), the matter will be escalated to senior management (e.g. Supplier CEO and Buyer's Finance Director or equivalent) for resolution within 10 Working Days.

(f) **Annual Audit Right**: The Buyer (or its appointed financial auditor, subject to reasonable confidentiality obligations) may audit the Supplier's MAU calculation methodology and records once per Contract Year, with 30 days' written notice. The Supplier will provide access to relevant system logs and documentation. Audit costs borne by the Buyer unless systematic error discovered (in which case Supplier bears reasonable audit costs).

5. Licence options and Charges

5.1 The applicable licence option(s), Charges, billing frequency and any minimum Charges are set out in the Order Form and/or the Supplier's published G-Cloud 15 pricing schedule.

5.2 **Explorer (MAU-based)** is a standard catalogue option for Buyers requiring a smaller deployment scope with usage-based charging.

Eligibility: Explorer is available for a single named service footprint within one Locality for one named provider organisation, as stated in the Order Form.

Conversion Note: For deployments exceeding 50 MAUs, Enterprise licensing provides better value with unlimited users and should be considered.

5.3 **Enterprise** is an organisation-scoped option with Charges determined by the agreed Licensed Footprint, including (as applicable) number of Localities and/or population, with unlimited registered users and unlimited activity within the Licensed Footprint.

5.4 **Multi-Organisation Enterprise** is priced per named provider organisation and is intended for programmes spanning multiple provider organisations (e.g. ICS-wide deployments, Regional programmes, Provider Collaboratives).

5.5 The **Intelligent Navigation Hub** is a system-level add-on where stated in the Order Form, enabling cross-organisation capacity visibility, intelligent routing, and coordinated referral management. Priced per Hub as set out in the Order Form.

5.6 **Support and maintenance** and any **implementation/professional services** are procured as separate line item(s) where stated in the Order Form.

6. Enterprise scope anchors and population backstop

6.1 Where the Order Form specifies an Enterprise licence, the Services are licensed for use by the named organisation(s) within the **Licensed Footprint** (comprising Localities and/or population as stated in the Order Form), with unlimited registered users and unlimited activity within that footprint.

6.1A **Enterprise Tier Determination**

Where the Order Form specifies an Enterprise licence, the applicable tier (Small, Medium, Large, Very Large) and annual fee are determined by the HIGHER OF: - (a) Number of Localities listed in the Licensed Footprint, OR - (b) Licensed Footprint Population (per Clause 6.2).

The Buyer's tier and Charges are confirmed in the Order Form based on this determination.

6.2 **Licensed Footprint Population**

Where the Order Form specifies an Enterprise licence with population-based tier determination, **Licensed Footprint Population** is calculated as:

Sum of resident populations for all local authority areas listed in the Licensed Footprint (Order Form Annex A), using ONS mid-year population estimates published by the Office for National Statistics.

ONS Reference: The ONS mid-year estimates applicable at the Contract Start Date will be used for tier determination and pricing for the duration of the committed term (or until variation agreed per Clause 6.3). Population data source: https://www.ons.gov.uk/

For multi-authority footprints, population is aggregated across all named local authority areas.

6.3 **Scope expansion triggers (variation discussion)**

A variation discussion is required if the Buyer expands the Licensed Footprint to:

(a) **Additional geography/locality**: Beyond the Localities or local authority areas named in the Order Form (Annex A);

(b) **Additional named provider organisations** (Multi-Organisation Enterprise only): Adding provider organisations not listed in the Order Form, triggering per-organisation pricing per Clause 7.1A;

(c) **Population threshold breach**: Where Licensed Footprint Population (per Clause 6.2) increases by more than 15% above the population stated in the Order Form due to:

  (i) ONS population boundary changes or ONS estimate revisions, OR
  (ii) Addition of local authority areas not originally listed;

(d) **Cross-ICB expansion**: Where the Licensed Footprint expands to serve provider organisations or local authority areas outside the original Integrated Care System boundary stated in the Order Form;

(e) **Scope beyond Out-of-Hospital Care Coordination**: Use of the Services for pathways or care types outside the Out-of-Hospital Care scope defined in the Supplier pricing schedule (e.g. Planned care [such as District Nursing] coordination if/when published separately).

For the avoidance of doubt, routine operational growth within the agreed Licensed Footprint (e.g. increased referral volume during winter pressures, onboarding of replacement staff for leavers, temporary service demand increases) does not constitute scope expansion.

6.4 **Scope control pending variation**

Where a scope expansion trigger occurs, the Services will continue to be provided within the existing agreed scope while the Parties conduct the variation discussion and (where agreed) implement the scope change in the Order Form. The Supplier will act reasonably to support continuity of operations, including discussing interim mitigations, but is not required to configure or enable additional scope until the Parties have agreed the scope and Charges and recorded them in a written variation to the Order Form.

6.5 **Re-structuring**

A change of name or internal restructuring of the same Contracting Body (without material expansion of footprint or population) does not, of itself, constitute scope expansion.

7. Multi-Organisation Enterprise

7.1 Where the Order Form specifies Multi-Organisation Enterprise, the Services are licensed for use by the named provider organisations listed in the Order Form (typically for ICS-wide deployments, Regional programmes, or Provider Collaboratives).

7.1A **Addition of Provider Organisations (Mid-Term)**

Where the Buyer adds provider organisations not listed in the original Order Form during the Contract term:

(a) **Immediate Variation**: The addition of new provider organisations constitutes a scope expansion requiring immediate variation (regardless of any multi-year price lock applying to the original organisations);

(b) **Pro-Rata Charges**: New organisations are charged at the applicable per-organisation rate on a pro-rata basis from the date of addition:

Calculation: (Annual per-org rate ÷ 12) × remaining months in current Contract Year
Example: Adding 1 org in Month 7 of Contract Year = (£200,000 ÷ 12) × 6 months = £100,000

(c) **Price Protection**: New organisations added during a multi-year price lock period: **Original organisations**: Continue to enjoy price lock for remainder of committed term
New organisations: Added at then-current list pricing (or CPI-adjusted rate if applicable), not retrospectively locked to Year 1 rates

7.2 **Commissioning Structure Mergers and Reorganisations**

Where NHS commissioning structures merge or reorganise (e.g. ICB merger, ICS boundary changes, trust mergers):

(a) **Material Scope Expansion**: If the merger results in addition of provider organisations or local authority areas not in the original Order Form (Annex A or Annex B), this constitutes scope expansion per Clause 6.3 and triggers immediate variation discussion per Clause 7.1A;

(b) **No Material Expansion**: If the merger is purely structural (e.g., ICB name change, lead organisation change) without adding providers or geography outside the original Licensed Footprint, no variation is required;

(c) **Threshold for Material Expansion**: Material expansion means:

(i) Addition of ≥1 provider organisation not originally named, OR

(ii) Licensed Footprint Population increase >15% (per Clause 6.3(c)), OR

(iii) Geographic expansion beyond original ICS/commissioning boundary;

(d) **Next Renewal Repricing**: For non-material changes, the Parties will discuss any repricing at the next renewal or extension point, applying Clause 6.3 principles.

8. Integrations

8.1 **Included Integrations**

Enterprise licences include the following integrations as standard:

(a) **NHS Spine/PDS**: PDS lookup (demographics), NHS number verification. Read-only. Always included at no additional charge.

(b) **ONE EPR Integration Pack per deployment**: Buyer selects one EPR Pack from:

(i) **SystmOne (TPP)**: Community & Mental Health modules, referral receive, demographics sync, diary updates. TPP access fees excluded (see Clause 8.3).

(ii) **RiO (The Access Group [TAG])**: Referral receive, demographics sync, appointment write back, push notifications. TAG access fees excluded (see Clause 8.3).

Selection: The Buyer selects one EPR Pack (SystmOne OR RiO) in the Order Form. NHS Spine/PDS is included in addition to the selected EPR Pack.

Additional Integrations: EPR Packs (including bespoke integrations) not included above are procured as one-off additional integration fees per the Supplier pricing schedule or Statement of Work.

8.2 Where the Services integrate with third-party systems (including EPRs and integration partners), availability and performance of those third-party systems is outside the Supplier's control. The Supplier will use commercially reasonable efforts to maintain integrations and will notify the Buyer of any third-party service disruptions that materially affect the Services.

Third-party downtime does not constitute Service Unavailability under Schedule A (SLA).

8.3 **Third-Party Vendor Fees and Charges**

(a) Third-party EPR vendor fees for API access, interface enablement, or usage are EXCLUDED from the Supplier's Charges and are the Buyer's responsibility to procure and pay directly to the relevant vendor:

(i) TPP (SystmOne): API access fees, interface licensing fees

(ii) The Access Group [TAG] (RiO): API access fees, data integration charges

(iii) **EMIS, EPIC, other EPRs**: As per vendor commercial terms

(b) **NHS Spine/PDS**: NHS Digital services for PDS lookup and NHS number verification are included at no additional charge. The Supplier does not pass through any NHS Digital API charges to the Buyer for standard NHS Spine/PDS connectivity.

(c) The Supplier is not liable for third-party fees, charges, or terms imposed by EPR vendors or other integration partners. Such fees are outside the scope of this Call-Off Contract.

9. Support and maintenance

9.1 **Support and Maintenance Charges**

Support and maintenance is charged as a separate line item as follows:

(a) Enterprise Licences: - **Fee**: 10% of annual licence fee - **Billing**: Annually in advance (invoiced at Contract Start Date and each anniversary)

(b) Explorer Licences: - **Base Support**: 10% of Platform Fee - **Billing**: Annually in advance - **Additional Support (MAUs 11+)**: 10% of additional MAU charges - **Billing**: Monthly in arrears (invoiced with monthly MAU usage)

(c) Intelligent Navigation Hub (add-on): Included within the Hub annual fee; no separate support charge.

9.2 **Support Scope**

Support and maintenance includes: - Helpdesk access (Service Hours per Schedule A - SLA) - Incident management and troubleshooting - Software updates - Security patches and vulnerability remediation - Platform availability and performance monitoring (SLA targets)

Service credits for failure to meet SLA targets are the Buyer's sole financial remedy for Service Unavailability, and are applied as credits against future invoices only (no cash refunds), as set out in Schedule A (SLA).

9.3 Support hours, incident handling procedures, and service level targets are described in **Schedule A: Service Level Agreement (SLA)**.

10. Discounts and price protection

10.1 Any discounts, discount ladders and non-cumulative discount rules apply only where expressly stated in the Order Form or Supplier pricing schedule.

Applicable discounts are confirmed in the Order Form.

10.2 **Multi-year commitments (Price Lock)**

Where the Order Form specifies a committed multi-year term with price lock, the annual licence fee (and any ancillary recurring fees) is **LOCKED** at the Year 1 rate for the duration of the committed term. CPI adjustment does not apply during the locked period.

Exception - Scope Expansion: Where scope expansion occurs during the price lock period (per Clauses 6.3, 7.1A, 7.2), additional Charges for new scope are priced at then-current rates (or CPI-adjusted rates if applicable), not retrospectively locked to Year 1 rates. The price lock continues to apply to the original scope.

Buyer termination rights: The Buyer retains all termination rights under RM1557.15 General Terms Clause 8.3, without financial penalty or discount clawback.

10.3 **Annual rolling and extension years (CPI adjustment)**

Where the Order Form specifies annual rolling terms or extension years beyond a multi-year committed term, the annual licence fee (and any ancillary fees such as support, Hub charges) may be increased annually in line with the Consumer Prices Index (CPI).

CPI Reference: ONS Consumer Prices Index (CPI), 12-month rate, published TWO MONTHS prior to the contract anniversary. In line with the Office for national Statistics (ONS), we use the CPIH measure for inflation: *https://www.ons.gov.uk/economy/inflationandpriceindices*

Example: For a contract anniversary of 1 January, the CPI rate published in November (two months prior) will be used for the Year 2 fee calculation.

CPI Increase Calculation: New Annual Fee = Previous Year Fee × (1 + CPI percentage) *Example: If November CPI = 3.2% and previous year fee = £200,000, new fee = £200,000 × 1.032 = £206,400*

CPI Increase Notice: The Supplier will notify the Buyer of the CPI-adjusted fee at least 60 days before the renewal date.

Extension Years Notice (Framework Requirement): Where the Order Form includes optional extension years, the Buyer must provide written notice of intent to exercise the extension at least 3 months before the end of the then-current contract period, in accordance with the Call-Off Contract. Failure to provide timely notice may result in the Call-Off Contract expiring at the end of the current period.

10.4 For avoidance of doubt, nothing in this document limits the Buyer's termination rights or remedies under the Call-Off Contract. The Buyer may terminate for convenience under RM1557.15 General Terms without financial penalty.

11. Permitted use and restrictions

11.1 The Buyer must comply with **Schedule B: Acceptable Use Policy (AUP)**.

11.2 The Buyer must not use the Services outside the scope in the Order Form, including by providing services to third parties for purposes outside the Buyer's NHS or local authority commissioned health and care services.

11.3 The Buyer must not remove or obscure proprietary notices in the Services or Documentation.

12. Anonymised and aggregated analytics

12.1 The Supplier may use aggregated and anonymised data derived from Buyer usage to maintain, secure and improve the Services, and for product development, benchmarking, research and marketing purposes, provided no individual organisation or patient is identifiable.

13. Suspension for security and integrity

13.1 Where the Supplier reasonably believes that use of the Services presents a material security, integrity or availability risk, or that the Buyer is in breach of **Schedule B (AUP)**, the Supplier may suspend access pending investigation and remediation. The Supplier will provide reasonable prior notice except where immediate suspension is necessary to protect the Services, other customers or data.

13.2 This clause does not create additional termination rights beyond the Call-Off Contract.

14. Intellectual Property and feedback

14.1 All intellectual property rights in the Services and Documentation remain vested in the Supplier and/or its licensors.

14.2 The Buyer is granted a non-exclusive, non-transferable right to use the Documentation during the Call-Off Contract term solely as necessary to use the Services in accordance with the Order Form.

14.3 Where the Buyer provides suggestions, ideas, enhancement requests or feedback relating to the Services, the Supplier may use such feedback to improve the Services without restriction, provided it does not disclose Buyer Confidential Information.

15. Implementation and Professional Services

15.1 **Implementation Packages**

Where the Order Form includes implementation/onboarding services, these are procured as a one-off mobilisation service with Charges set out in the Order Form based on the Supplier's published implementation packages (Package A/B/C).

Invoicing: Implementation fees are invoiced in full **upon Order Form signature**, prior to mobilisation commencement. Payment terms: 30 days from invoice date (or as stated in Clause 18.3).

15.2 **Hypercare Period**

Implementation packages include a defined Hypercare period following go-live:

Hypercare scope: Enhanced support period including dedicated implementation team availability, priority incident response, and daily check-ins with the Buyer

Hypercare duration: Scales with implementation complexity:

- Package A (Standard): 2 weeks post go-live
- Package B (Enhanced): 4 weeks post go-live
- Package C (Complex): 6 weeks post go-live
- Or as stated in the Order Form

Hypercare transition criteria: Hypercare concludes upon the earlier of:

(i) Expiry of the defined Hypercare period (2/4/6 weeks), OR
(ii) Achievement of operational stability: no Priority 0 or Priority 1 incidents for 5 consecutive Business Days and/or Buyer authorised representative approval.

Transition to Business As Usual (BAU): Following Hypercare completion, support transitions to routine Support Desk operations per **Schedule A (SLA)**

15.3 **Professional Services (Day Rates)**

Additional professional services beyond included implementation scope (e.g., configuration, workflow design, training delivery, technical consultancy) are procured via Statement of Work with day rates as follows:

- Configuration & Workflow Design: £950/day (remote)
- Training Delivery: £950/day (remote)
- On-Site Workshop/Training: £1,200/day (includes standard UK travel)
- Technical Consultancy: £1,200/day (integration, API, security)

Professional services invoiced monthly in arrears based on actual days delivered.

16. Data Processing

Data processing arrangements are set out in **Schedule D: Data Processing Agreement (DPA) Overlay**, which supplements Schedule 9 (Data Processing) of the RM1557.15 Framework.

17. Shared Responsibilities

The allocation of responsibilities between Supplier and Buyer for operational, security, and technical matters is set out in **Schedule C: Shared Responsibility Model (SRM)**.

18. Invoicing and Payment Terms

18.1 **Invoice Issuance**

(a) **Licence Fees**:
  (i) Annual Commitment or Multi-Year: Invoiced annually in advance upon Order Form Signature and each anniversary (or as stated in Order Form).
  (ii) Explorer (MAU-based): Platform Fee invoiced annually in advance upon Order Form Signature; additional MAU charges invoiced monthly in arrears.

(b) **Implementation Fees**: Invoiced in full upon Order Form signature (per Clause 15.1).

(c) **Support & Maintenance**: Invoiced per Clause 9.1 billing schedule.

(d) **Professional Services**: Invoiced monthly in arrears based on actual days delivered (per Clause 15.3).

(e) **Ad-hoc Charges**: Invoiced as incurred or as agreed in variation/Statement of Work.

18.2 **Purchase Order (PO) Requirements**

(a) **PO Issuance Deadline**: The Buyer shall issue a valid Purchase Order within **10 Working Days** of Order Form signature, referencing:
  (i) Order Form reference number
  (ii) Total contract value (or committed Year 1 value for annual rolling)
  (iii) Doc Abode supplier details as provided

(b) **Invoice Against PO**: The Supplier may invoice immediately upon Order Form signature. The Buyer's PO (once issued) shall be referenced on all invoices. Delay in PO issuance does not delay the Supplier's right to invoice or the Buyer's payment obligations.

(c) **PO Delay - Implementation Pause**: If the Buyer fails to issue a PO within the deadline in Clause 18.2(a), the Supplier may:

  (i) Treat PO delay as a Buyer dependency (per Schedule C - SRM)

(ii) Pause implementation/onboarding activities until PO issued, without being in breach of implementation timelines
(iii) Adjust the go-live date or implementation milestones by the period of PO delay

For the avoidance of doubt, this does not affect the Buyer's payment obligations for invoices issued in accordance with Clause 18.1.

18.3 **Payment Terms**

(a) **Payment Due Date**: Unless otherwise stated in the Order Form, all undisputed invoices are payable within **30 days** of the invoice date.

(b) **Payment Method**: By BACS transfer to the Supplier's nominated bank account (details provided on invoice).

(c) **VAT**: All Charges exclude VAT. VAT shall be charged at the prevailing rate and shown separately on invoices.

(d) **Currency**: All Charges are in GBP (pounds sterling).

18.4 **Late Payment**

(a) **Statutory Interest**: If an undisputed invoice remains unpaid after the due date, the Supplier is entitled to charge interest at the rate specified in the **Late Payment of Commercial Debts (Interest) Act 1998** (currently Bank of England base rate + 8% per annum), calculated daily from the due date until payment.

(b) **Fixed Compensation**: In addition to interest, the Supplier may claim fixed compensation for debt recovery costs under the Late Payment legislation:

(i) Debt up to £999.99: £40
(ii) Debt £1,000 to £9,999.99: £70
(iii) Debt £10,000 or more: £100

(c) **Reasonable Costs**: The Supplier may also recover reasonable costs incurred in recovering overdue amounts (e.g., legal fees, debt collection) where these exceed the fixed compensation.

18.5 **Disputed Invoices**

(a) **Dispute Notice**: If the Buyer disputes all or part of an invoice, the Buyer must notify the Supplier in writing within **10 Working Days** of the invoice date, providing:
(i) Invoice reference and disputed amount
(ii) Specific reason for dispute (with evidence)
(iii) Amount (if any) the Buyer accepts as undisputed

(b) **Partial Payment**: Where only part of an invoice is disputed, the Buyer must pay the undisputed portion within the standard payment terms.

(c) **Investigation**: The Supplier will investigate and respond within **10 Working Days**, providing:

  (i) Detailed explanation/evidence supporting the invoiced amount, OR
  (ii) Confirmation of error with credit note or corrected invoice

(d) **Good Faith**: The Buyer must not raise disputes in bad faith solely to delay payment. Where a dispute is found to be without reasonable basis, the Supplier may charge interest from the original due date.

18.6 **Suspension for Non-Payment**

(a) **Suspension Right**: If an undisputed invoice (or undisputed portion thereof) remains unpaid for **30 days** beyond the due date, the Supplier may suspend access to the Services by giving the Buyer **10 Working Days' written notice**.

(b) **Notice Requirements**: The suspension notice must:

  (i) Specify the overdue amount(s) and invoice reference(s)
  (ii) Confirm the Buyer has not raised a valid dispute per Clause 18.5
  (iii) State the proposed suspension date (10 Working Days from notice)
  (iv) Confirm suspension will be lifted immediately upon payment

(c) **Proportionate Suspension**: Suspension will be applied proportionately:

  (i) If a partial payment has been made, access may be proportionately reduced (e.g., suspend additional users above the paid amount)

(d) **No Service Credits**: Service Unavailability during a lawful suspension for non-payment does not give rise to service credits (Schedule A - SLA).

(e) **Not a Termination Right**: This suspension right does not create additional termination rights beyond the Call-Off Contract. The Buyer retains all Framework termination rights.

(f) **Buyer Remedies Preserved**: Nothing in this Clause limits the Buyer's rights under the Call-Off Contract, including rights to terminate for Supplier material breach or to seek damages.

18.7 **Set-Off and Framework Terms**

(a) The Buyer retains all set-off rights under the Call-Off Contract (CCS General Terms).

(b) This Clause 18 supplements (and does not replace) the payment provisions in the Call-Off Contract. In the event of conflict, the Call-Off Contract prevails.

18.8 **Order Form Payment Variations**

Where the Order Form specifies alternative payment terms (e.g., quarterly invoicing, extended payment days, milestone-based payments), those terms prevail over this Clause 18 to the extent of any conflict.

[END OF MAIN SUPPLIER LICENCE TERMS]

SCHEDULE A

SERVICE LEVEL AGREEMENT (SLA)

RM1557.15 (G-Cloud 15) | Schedule A to Supplier Licence Terms

1. Status and applicability

1.1 This SLA applies only if, and to the extent that, it is expressly referenced in the applicable RM1557.15 Order Form under "Supplier Terms" as part of the Doc Abode Supplier Terms package.

1.2 This SLA sets out service availability, support processes and targets. It does not introduce supplier indemnities or materially alter the Call-Off Contract's allocation of liability, risk, remedies, or termination rights.

1.3 Capitalised terms not defined in this SLA have the meaning given in the Call-Off Contract, including Joint Schedule 1 (Definitions), or in the main Supplier Licence Terms.

1.4 Support Obligations Commencement

The Supplier's support and maintenance obligations under this SLA (including availability targets, incident response, and helpdesk support) commence from the go-live date when the Services are made available for operational use by the Buyer's Authorised Users.

The expected go-live date may be stated in the Order Form. If not stated, go-live is confirmed when the Supplier notifies the Buyer in writing that implementation is complete and the Services are available for operational use.

For the avoidance of doubt:

- Licence charges commence from Contract Start Date (Order Form signature), not from go-live

- Support obligations commence from go-live, not from Contract Start Date

- Where there is an implementation period between signature and go-live, the Buyer pays licence charges but the Supplier is not yet obligated to meet SLA targets until go-live occurs

2. Service hours and definitions

2.1 "Normal Business Hours" means 08:00 to 22:00 UK time, seven (7) days per week, unless the Order Form specifies otherwise.

Rationale: Out-of-hospital urgent and unplanned care services (UCR, Virtual Wards, Hospital at Home) operate 7 days per week. "Normal Business Hours" defines the window for measuring the higher 99.5% availability target and for support response times.

For the avoidance of doubt, the Services (platform availability) operate 24/7 subject to the availability targets in Clause 3. “Normal Business Hours” defines the measurement window, not the hours when the Services are available.

Note: The G-Cloud Digital Marketplace displays "9am-5pm Mon-Fri" as the standard field format. Doc Abode's actual Support Hours are 08:00-22:00, 7 days per week (98 hours/week), providing extended coverage beyond the portal's display limitation.

2.2 "Support Hours" means the hours stated in the Order Form. If not stated, Support Hours are 08:00 to 22:00 UK time, seven (7) days per week.

Note: The G-Cloud Digital Marketplace displays "9am-5pm Mon-Fri" as the standard field format. Doc Abode's actual Support Hours are 08:00-22:00, 7 days per week (98 hours/week), providing extended coverage beyond the portal's display limitation.

2.3 **“Planned Maintenance”** means maintenance notified in accordance with Clause 5.1.

2.4 **“Service Unavailability”** means the Services are not accessible to the Buyer’s Authorised Users due to a fault within the Supplier’s production environment that prevents normal use, excluding circumstances covered in Clause 4 (Exclusions).

3. Availability targets

3.1 The Supplier targets the following monthly availability levels:

Measurement window	Availability target	Service credit remedy
Normal Business Hours (08:00-20:00, 7 days/week)	99.5%	Pro-rata service credit (see 3.3)
Outside Normal Business Hours (20:00-08:00)	99.0%	Pro-rata service credit (see 3.3)

3.2 Availability is measured monthly by reference to the Supplier’s monitoring systems.

3.3 **Service credits**: where availability falls below the applicable target, the Supplier will apply a pro-rata service credit against the next invoice for the portion of the Charges attributable to the affected period of Service Unavailability. Service credits are the Buyer’s sole financial remedy for failure to meet availability targets, without prejudice to other remedies expressly provided in the Call-Off Contract.

3.4 Service credits are applied as credits against future invoices and are not paid as cash refunds.

4. Exclusions

4.1 Availability targets do not apply during Planned Maintenance.

4.2 Availability targets do not apply where Service Unavailability is caused by: - (a) Buyer networks, devices, browsers, or connectivity; - (b) Third-party systems, APIs, or integrations (including EPRs, NHS Spine); - (c) Force majeure events; - (d) Buyer breach of the AUP or Call-Off Contract; - (e) Actions taken by the Supplier at the Buyer's specific request; - (f) Suspension for non-payment per Supplier Licence Terms Clause 18.6.

4.3 Where an exclusion applies, the Supplier will use reasonable endeavours to support restoration and/or provide workaround guidance.

4.4 The Supplier may require the Buyer to assist with diagnostics (for example, providing logs, screenshots, and replication steps).

5. Planned maintenance and change windows

5.1 The Supplier will use reasonable endeavours to provide at least 5 Working Days' notice of Planned Maintenance (or as otherwise stated in the Order Form).

5.2 The Supplier will schedule Planned Maintenance to minimise disruption where reasonably practicable.

5.3 Emergency maintenance may be performed without prior notice where required to protect security or service integrity.

6. Incident management (targets)

6.1 The Supplier operates an incident management process with response and restoration targets. Targets are measured from the time a valid incident is logged via the designated support channel during Support Hours.

Priority	Description	Target Response Time*	Target Resolution Time*
P0	Services down: Services system, application or critical feature / function is down	1 hour	Up to 24 hours (best endeavours)
P1	Local Emergency (single user, non-critical but still urgent functionality)	4 hours	Up to 3 business days (best endeavours)
P2	Services impaired: A feature or function is not working correctly and is blocking partial use of the platform, while other functionality is working correctly	8 hours	Up to 3 business weeks (best endeavours)
P3	Minor issue: A minor issue is impacting usability of the system, but a workaround is available and major features / functions are working correctly	16 hours	Up to 8 business weeks (best endeavours)

*During service hours: 0800 - 2200, Monday - Sunday

6.2 Restoration targets are subject to the Exclusions in Clause 4 and the Buyer providing timely assistance where required.

6.3 Where third-party dependency prevents restoration within target, the Supplier will keep the Buyer informed and provide reasonable interim mitigation where feasible.

7. Support and escalation

7.1 Support channels and contact details are set out in the Order Form or Service Description.

7.2 **Escalation**: if an incident remains unresolved beyond target timescales, either Party may request escalation to senior operational contacts for prioritisation and resolution. Escalation procedures will be documented and made available via the Customer portal.

7.3 **Hypercare (implementation)**: any hypercare period, enhanced response arrangements and associated scope will be stated in the Order Form and/or Statement of Work as set out in the main Supplier Licence Terms Clause 15.2.

[END OF SCHEDULE A - SLA]

SCHEDULE B

ACCEPTABLE USE POLICY (AUP)

RM1557.15 (G-Cloud 15) | Schedule B to Supplier Licence Terms

1. Status and applicability

1.1 This AUP applies only if, and to the extent that, it is expressly referenced in the applicable RM1557.15 Order Form under "Supplier Terms" as part of the Doc Abode Supplier Terms package.

1.2 This AUP sets minimum acceptable use and security behaviours for Authorised Users. It does not introduce indemnities or materially alter the Call-Off Contract's allocation of liability, risk, or remedies.

1.3 Capitalised terms not defined in this AUP have the meaning given in the Call-Off Contract, including Joint Schedule 1 (Definitions), or in the main Supplier Licence Terms.

2. Account security and access controls

- Authorised Users must keep credentials secure and must not share accounts or passwords.
- The Buyer must promptly remove or disable access for leavers and must review role permissions periodically.
- Where single sign-on (SSO) is used, the Buyer is responsible for its identity provider configuration and access policies.

3. Prohibited activities

- Attempting to gain unauthorised access to the Services, other accounts, or underlying infrastructure.
- Introducing malware, performing vulnerability scanning without written approval, or interfering with service integrity.
- Using automated tools, scraping, excessive polling, or other activity that degrades performance without written approval.
- Reverse engineering, decompiling or attempting to derive source code except to the extent permitted by law.
- Uploading unlawful, harmful, or inappropriate content, or content that infringes third-party rights.

4. Data and operational integrity

- Authorised Users must only access data and workflows required for their role and must comply with Buyer governance and applicable law.

- The Buyer remains responsible for the accuracy and appropriateness of clinical and operational decisions entered into the Services.
- The Buyer must not use the Services to process special category data beyond the agreed scope and configured workflows.

5. Security incidents

5.1 The Buyer must promptly notify the Supplier of suspected security incidents relating to the Services and cooperate with investigation and remedial action.

5.2 The Supplier may take protective actions (including limited suspension) in accordance with the main Supplier Licence Terms Clause 13 where necessary to protect the Services, other customers, or data security.

[END OF SCHEDULE B - AUP]

SCHEDULE C

SHARED RESPONSIBILITY MODEL (SRM)

RM1557.15 (G-Cloud 15) | Schedule C to Supplier Licence Terms

1. Status and applicability

1.1 This SRM applies only if, and to the extent that, it is expressly referenced in the applicable RM1557.15 Order Form under "Supplier Terms" as part of the Doc Abode Supplier Terms package.

1.2 This SRM clarifies operational responsibilities between Buyer and Supplier to support safe and effective service delivery. It does not introduce indemnities or materially alter the Call-Off Contract's allocation of liability or risk.

1.3 Capitalised terms not defined in this SRM have the meaning given in the Call-Off Contract, including Joint Schedule 1 (Definitions), or in the main Supplier Licence Terms.

2. Buyer responsibilities (non-exhaustive)

- Maintain appropriate governance for use of the Services, including pathway configuration approvals and clinical/operational policies.
- Ensure lawful basis and appropriate information governance arrangements for personal data input to and processed within the Services.
- Manage Authorised User accounts (including joiners/movers/leavers), role assignments, and access approvals (including SSO where applicable).
- Provide and maintain Buyer-controlled endpoints, browsers, and connectivity (including mobile devices/tablets) and ensure supported versions are used.
- Provide accurate, timely and complete operational data inputs, and remain responsible for the clinical content and operational decisions entered into the Services.
- Maintain Buyer-side contracts/permissions required for third-party systems used with the Services (including EPR licences and integration access), and notify the Supplier of any material changes affecting integration delivery.
- Cooperate with incident investigation (for example, providing logs, reproduction steps, and confirming business impact).
- **Issue Purchase Orders within 10 Working Days** of Order Form signature per Supplier Licence Terms Clause 18.2.

3. Supplier retained responsibilities (non-exhaustive)

3.1 The Supplier retains responsibility for:

(i) Hosting infrastructure and platform availability (per Schedule A - SLA).
(ii) Software updates, security patching, and vulnerability management.

(iii) Core platform functionality and performance.
(iv) Backup and disaster recovery (per Schedule D - DPA and Schedule A - SLA).
(v) Third-party integration maintenance for included integrations (where integrations are included per the Order Form and main Supplier Licence Terms Clause 8.1), to the extent the Supplier has control over the integration components.

4. Shared responsibilities

- **Security incident management**: prompt notification, coordinated triage, evidence preservation and remedial action in accordance with the Call-Off Contract, Schedule B (AUP), and Schedule D (DPA).
- **Integration delivery and change**: joint planning of timelines, test cycles, and change windows; Supplier responsible for its components; Buyer responsible for EPR/third-party components and end-user acceptance testing.
- **Business continuity**: Buyer maintains operational contingency processes; Supplier maintains platform BCDR as per Schedule A (SLA) and Schedule D (DPA).
- **Configuration changes**: Buyer confirms operational requirements and approvals; Supplier implements configuration in accordance with agreed scope and governance process.

5. Dependency and scope boundaries

5.1 The Services operate within the scope stated in the Order Form. Any material expansion of geography, pathways, provider organisations, or service types requires variation discussion in accordance with the main Supplier Licence Terms Clauses 6.3 and 7.1A.

5.2 **Third-party dependency**: where the Services rely on third-party systems, APIs, or services, the Supplier cannot warrant their availability or performance. The Supplier will use reasonable endeavours to notify the Buyer of material third-party service issues affecting the Services.

5.3 **Purchase Order Dependency**: Delay in issuing a Purchase Order per Supplier Licence Terms Clause 18.2 constitutes a Buyer dependency. The Supplier may pause implementation/onboarding activities without being in breach, per Clause 18.2(c).

[END OF SCHEDULE C - SRM]

SCHEDULE D

DATA PROCESSING AGREEMENT (DPA)

RM1557.15 (G-Cloud 15) | Schedule D to Supplier Licence Terms

1. Status and applicability

1.1 This DPA Overlay applies only if, and to the extent that, it is expressly referenced in the applicable RM1557.15 Order Form under “Supplier Terms” as part of the Doc Abode Supplier Terms package.

1.2 This document supplements the Call-Off Contract’s data protection provisions (including RM1557.15 Schedule 9: Data Processing) with product-specific operational detail. Where there is conflict, the Call-Off Contract prevails.

1.3 Capitalised terms not defined in this document have the meaning given in the Call-Off Contract, including Joint Schedule 1 (Definitions), or in the main Supplier Licence Terms.

2. Data processing overview

2.1 The Services process personal data to enable out-of-hospital care coordination and operational scheduling/dispatch in accordance with the Service Description and Order Form scope.

2.2 The Supplier hosts all patient identifiable data in the United Kingdom.

2.3 The Supplier may use aggregated and anonymised usage data to improve the Services in accordance with the main Supplier Licence Terms Clause 12.

3. Sub-processors

3.1 The Supplier will maintain a list of sub-processors used to deliver the Services, including the function and location. The initial list will be provided to the Buyer upon Contract Start Date and made available via the Customer portal.

3.2 The Buyer provides general authorisation for use of sub-processors, subject to the Supplier providing notice of material changes and enabling the Buyer to object in accordance with the Call-Off Contract Schedule 9 (Data Processing).

4. International transfers (limited)

4.1 The Supplier’s default position is UK hosting and processing. If any limited transfer occurs, it will be documented in the sub-processor list and will be subject to appropriate safeguards in accordance with UK GDPR Chapter V.

4.2 Sentry: where used for error monitoring, the Supplier's configuration is limited to transfer of healthcare professional name only (no patient data or NHS number). Transfer safeguards: Standard Contractual Clauses (UK IDTA or equivalent).

5. Data retention and exit

5.1 Data retention and deletion, and exit data return/delete, will be performed in accordance with the Call-Off Contract and the parties' agreed exit plan.

[END OF SCHEDULE D - DPA]

END OF COMPLETE SUPPLIER TERMS

Doc Abode Ltd
www.docabode.com | contact@docabode.com