

Blinx PACO Combined Terms and Conditions

This Agreement consolidates the PACO products as Software as a Service Terms and Conditions into a single, unified contract. Core terms apply to all PACO services, with licence metrics, commercial terms, and service levels set out in service-specific schedules.

Contents

1. DEFINITIONS AND INTERPRETATION	2
2. TERM	5
3. SUPPLY OF SERVICES	6
4. LICENCE AND USE OF THE SERVICES	6
5. CUSTOMER OBLIGATIONS	7
6. CHARGES AND PAYMENT	8
7. DATA PROTECTION	9
8. CONFIDENTIALITY	10
9. INTELLECTUAL PROPERTY	11
10. SECURITY AND SERVICE LEVELS	11
11. WARRANTIES	12
12. LIMITATION OF LIABILITY	12
13. INDEMNITIES	13
14. SUSPENSION	14
15. TERMINATION	14
16. CONSEQUENCES OF TERMINATION	15
17. GENERAL	15
PART A – PACO GP	17
PART B – PACO CONNECT	17
PART C – PACO OS	17
PART D – PACO OS-24	17
PART D – PACO ANALYTICS	17
PART E – PACO ASSIST	18
PART F – PACO TALK	18
PART G – PACO PATIENT PORTAL	18
PART H – PACO PEOPLE (ROTA)	18
SCHEDULE 1 – MODULE APPLICABILITY TABLE	19
USER LICENSING, AUDIT AND ANTI-ABUSE CONTROLS	19

1. Definitions and interpretation

1.1 In this Agreement:

Active rostered Employee: Any employed person (Permanent, Contractor or locum) that delivers services for the customer and is put on the PACO rota software

Agreement: this SaaS agreement including its Schedules and any Order Form signed by the Parties.

Authorised Users: individuals authorised by the Customer to use the Services (for example, GPs, nurses, practice managers, urgent care staff) in accordance with this Agreement.

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

Charges: the Licence Fees and any other fees payable by the Customer under this Agreement, as set out in the Commercial Schedule and any Order Form.

Confidential Information: information of commercial, financial, technical or other value which is identified as confidential or which ought reasonably to be treated as confidential.

Customer Data: any data (including personal data) inputted into or made available within the Services by the Customer, Authorised Users, or third parties on the Customer's behalf.

Data Protection Legislation: all applicable data protection and privacy laws in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended).

Documentation: the user guides and technical documentation made available by the Supplier for the Services.

Effective Date: the date written at the top of this Agreement, or such other date agreed in writing.

Heightened Cybersecurity Requirements: any applicable laws, standards or policies relating to cybersecurity or breach reporting that apply to the Parties, including the UK NIS Regulations 2018.

Initial Subscription Term: the period set out in the Commercial Schedule (usually 12 months from the Effective Date).

Intellectual Property Rights: patents, utility models, copyright, rights in software, database rights, trade marks, trade names, domain names, design rights, rights in confidential information and all similar rights, in each case whether registered or unregistered.

Licence Fee: the recurring fee for use of the Services, calculated by reference to the Licence Metric, as set out in the Commercial Schedule.

Licence Metric: the unit of measurement used to calculate Licence Fees (for example, number of registered patients or number of named users) as specified in the Commercial Schedule.

Maintenance Release: a release of the Software which corrects faults, adds minor functionality or otherwise improves the Software but does not constitute a New Version.

Named Network User: A user that access PACO Connect to support the deliver of PCN, Federation or Neighbourhood services that is not a core employee of a member Practice

Named User: A user that accesses PACO OS, PACO OS-24, PACO Assist, PACO Talk to run services

New Version: a materially updated version of the Software which the Supplier markets as a new product or major release.

PACO: the Supplier's software platform as identified in the Commercial Schedule.

PACO Assist: the supplier's software that uses AI to help support users in the delivery of patient care.

PACO Connect: the supplier's software that supports the delivery of PCN, Neighbourhood or other at scale health delivery.

PACO GP: the supplier's software that supports the delivery at a individual GP Practice.

PACO OS: the supplier's software that is used to run full end to end healthcare consultations and patient care

PACO OS-24: the supplier's software that is used to run full end to end healthcare consultations and patient care in a out of hours or 24/7 healthcare service.

PACO Patient Portal: the supplier's software that is used to support patients manage their healthcare through a on-line portal.

PACO People: the supplier's software that is used to manage employee and contractor shift rota's and planning

PACO Talk: the supplier's software that uses AI to help support users manage patient consultations, notes and actions more efficiently.

Registered Patients: the measure used to calculate licence cost on PACO GP & Connect

Services: the provision of access to PACO, together with hosting, support and any implementation or training services described in this Agreement and the Schedules.

Software: the PACO software applications forming part of the Services.

Subscription Term: the Initial Subscription Term together with any Renewal Periods under clause 2.2.

Total Trust Appointments: the measure used to calculate licence cost on PACO Patient Portal

UK GDPR: as defined in section 3(10) of the Data Protection Act 2018.

Virus: any code or device intended to disrupt, damage or gain unauthorised access to software, hardware or data.

1.2 Clause, Schedule and paragraph headings are for convenience only and do not affect interpretation.

1.3 References to statutes include any amendments or replacements and any subordinate legislation.

2. Term

2.1 This Agreement starts on the Effective Date and continues for the Initial Subscription Term unless terminated earlier in accordance with clause 14.

2.2 At the end of the Initial Subscription Term, this Agreement automatically renews for successive periods of 12 months (each a **Renewal Period**), unless either Party gives the other at least 90 days' written notice of non-renewal before the end of the Initial Subscription Term or then-current Renewal Period.

3. Supply of Services

3.1 The Supplier shall:

- a.** make the Services available to the Customer and its Authorised Users in accordance with this Agreement;
- b.** provide the Services with reasonable skill and care; and
- c.** provide support in accordance with the applicable **Service Level Agreement (SLA) Schedule**.

3.2 The Supplier may update the functionality and user interface of the Services from time to time, provided such changes do not materially reduce the core functionality described in the Commercial Schedule.

3.3 The Supplier may make Maintenance Releases available to the Customer at no additional charge. The Supplier may make New Versions available subject to additional Charges.

4. Licence and use of the Services

4.1 Subject to the Customer paying the Charges and complying with this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable licence for Authorised Users to access and use the Services and Documentation during the Subscription Term for the Customer's internal business purposes within the NHS and related health and care settings.

4.2 The Customer shall not, except as may be allowed by applicable law which cannot be excluded:

- a.** attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute any portion of the Software or Documentation; or
- b.** attempt to reverse compile, disassemble, reverse engineer or

otherwise reduce to human-perceivable form any part of the Software.

4.3 The Customer shall not:

- a.** use the Services to build a competing product or service;
- b.** resell or provide the Services to third parties (other than Authorised Users for the Customer's benefit) without the Supplier's written consent;
- c.** introduce any Virus into the Supplier's systems; or
- d.** use the Services in any unlawful manner or in breach of any NHS or regulatory requirement.

4.4 The Customer shall ensure that Authorised Users keep their login credentials secure and do not share accounts.

5. Customer obligations

5.1 The Customer shall:

- a.** provide such information and cooperation as the Supplier reasonably requires to provide the Services;
- b.** ensure all Authorised Users comply with this Agreement;
- c.** maintain its own network, devices and browser configuration in line with any reasonable technical requirements notified by the Supplier; and
- d.** comply with all applicable laws and any relevant NHS policies when using the Services.

5.2 The Customer is responsible for the acts and omissions of its Authorised Users as if they were the Customer's own.

6. Charges and payment

6.1 The Customer shall pay the Charges in accordance with this clause 6 and the Commercial Schedule.

6.2 Licence Fees shall be calculated by reference to the agreed Licence Metric (for example, registered patients or named users) as set out in the Commercial Schedule.

6.3 Unless otherwise stated in the Commercial Schedule:

- a.** Licence Fees are invoiced either annually in advance or monthly in arrears; and
- b.** the Customer shall pay each undisputed invoice within 30 days of the invoice date.

6.4 Monthly billing is only available where expressly agreed in writing, and:

- a.** applies only to monthly in advance payments; and
- b.** may be subject to different pricing at the Supplier's discretion.

6.5 The Supplier may invoice for additional usage-based charges (for example, SMS usage or optional services) monthly in arrears

6.6 If the Customer disputes an invoice in good faith, it shall notify the Supplier within 10 Business Days of receipt, identifying the disputed amount and reasons. The Customer shall pay the undisputed portion in accordance with clause 6.3.

6.7 If the Customer fails to pay any undisputed amount on time, the Supplier may:

- a.** charge interest on the overdue amount at 4% per annum above the Bank of England base rate; and
- b.** on at least 10 days' prior written notice, suspend access to the Services until payment is made in full.

6.8 The Supplier may vary the Licence Fees with effect from the start of any Renewal Period by giving the Customer not less than 90 days' prior written notice. If the Customer does not accept the revised Licence Fees, it may elect not to renew by giving written notice of non-renewal in accordance with clause 2.2, in which case the Agreement will expire at the end of the then-current Subscription Term.

6.9 All Charges are exclusive of VAT and other applicable taxes, which shall be added to each invoice.

7. Data protection

7.1 Each Party shall comply with its obligations under the Data Protection Legislation.

7.2 For personal data processed by the Supplier on behalf of the Customer in providing the Services:

- a.** the Customer is the **Controller**; and
- b.** the Supplier is the **Processor**.

7.3 The Parties shall comply with the Data Processing / Data Sharing Schedule, which forms part of the final agreement and sets out the subject matter, nature, purpose and duration of processing and categories of data.

7.4 The Supplier shall:

- a.** process personal data only on the documented instructions of the Customer, except where required by law;
- b.** implement appropriate technical and organisational measures to protect personal data;
- c.** ensure persons authorised to process the personal data are under an obligation of confidentiality;

- d.** notify the Customer without undue delay on becoming aware of a personal data breach;
 - e.** assist the Customer with data subject requests and regulatory obligations where reasonably required; and
 - f.** delete or return personal data at the end of the Services, subject to legal retention obligations.
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8. Confidentiality

8.1 Each Party shall keep the other Party's Confidential Information confidential and shall not use it for any purpose other than exercising its rights and performing its obligations under this Agreement.

8.2 A Party may disclose the other Party's Confidential Information:

- a.** to its employees, officers, contractors and professional advisers who need to know it and are under duties of confidentiality; or
- b.** as required by law, regulation or a competent authority.

8.3 Confidentiality obligations shall not apply to information which:

- a.** is or becomes public other than through a breach of this Agreement;
 - b.** was lawfully known to the receiving Party before disclosure;
 - c.** is lawfully received from a third party without restriction; or
 - d.** is independently developed without reference to the disclosing Party's Confidential Information.
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9. Intellectual property

9.1 All Intellectual Property Rights in the Services, Software and Documentation are and shall remain owned by the Supplier (or its licensors).

9.2 The Customer retains all rights in the Customer Data. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence to host, process, store and use Customer Data for the purpose of providing and improving the Services.

9.3 The Supplier may generate aggregated and anonymised data from use of the Services, provided it does not identify the Customer or any individual. The Supplier may use such data for analytics, benchmarking and service improvement.

10. Security and service levels

10.1 The Supplier shall implement and maintain appropriate technical and organisational security measures for the Services.

10.2 The Supplier shall provide the Services in accordance with the applicable SLA Schedule (which sets out availability targets, support hours, response times and exclusions).

10.3 The Parties acknowledge that availability targets are **service objectives** only and do not constitute guarantees. No service credits apply unless expressly stated in the SLA Schedule.

11. Warranties

11.1 The Supplier warrants that:

- a.** it has the right and authority to enter into this Agreement; and
- b.** the Services will be provided with reasonable skill and care.

11.2 If the Services do not comply with the warranty in clause 11.1(b), the Customer shall notify the Supplier, and the Supplier shall use reasonable endeavours to correct any non-conformity. This is the Customer's sole and exclusive remedy for breach of that warranty.

11.3 Except as expressly stated in this Agreement, all other warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

12. Limitation of liability

12.1 Nothing in this Agreement limits or excludes either Party's liability for:

- a.** death or personal injury caused by its negligence;
- b.** fraud or fraudulent misrepresentation; or
- c.** any other liability which cannot be limited or excluded by law.

12.2 Subject to clause 12.1:

- a.** neither Party shall be liable for any loss of profit, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of goodwill, or any indirect or consequential loss; and
 - b.** each Party's total aggregate liability arising out of or in connection with this Agreement in any 12-month period shall not exceed 150% of the total Charges paid or payable in that period.
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13. Indemnities

13.1 Supplier Indemnity (IP / Infringement)

The Supplier shall indemnify and keep indemnified the Customer against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of any claim that the Customer's lawful use of the Services infringes the Intellectual Property Rights of a third party, except to the extent such claim arises from:

- a.** Customer Data;
- b.** misuse of the Services by the Customer or any Authorised User; or
- c.** any modification or combination of the Services not provided or authorised by the Supplier.

13.2 Customer Indemnity (Misuse / Breach / Unlawful Data)

The Customer shall indemnify and keep indemnified the Supplier against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- a.** the Customer's or any Authorised User's misuse of the Services;
- b.** any breach of this Agreement by the Customer or an Authorised User;
- c.** any failure by the Customer to comply with applicable law (including Data Protection Legislation); or
- d.** any Customer Data that infringes the Intellectual Property Rights or privacy rights of any third party.

13.3 Exclusions

The indemnities in this clause 13 shall not apply to the extent a claim arises from the indemnified Party's breach of this Agreement or negligence.

14. Suspension

14.1 The Supplier may suspend access to the Services (in whole or part) without liability if:

- a.** required by law or a competent authority;
- b.** necessary to address a security risk; or
- c.** the Customer is in material breach of this Agreement (including non-payment) and has not remedied the breach after reasonable notice.

The Supplier shall restore access as soon as reasonably practicable once the cause of suspension is remedied.

15. Termination

15.1 Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

- a.** commits a material breach which, if capable of remedy, is not remedied within 30 days of written notice; or
- b.** becomes insolvent or subject to any analogous process.

15.2 The Customer may terminate for convenience at the end of the Initial Subscription Term or any Renewal Period by giving at least 90 days' written notice.

16. Consequences of termination

16.1 On termination of this Agreement for any reason:

- a.** all licences granted under this Agreement shall immediately cease;
- b.** the Customer shall stop using the Services and Documentation; and
- c.** all outstanding Charges shall become due and payable.

16.2 For 30 days after termination, the Supplier shall make Customer Data available for export in a standard format (for example CSV/JSON), after which the Supplier may delete or anonymise such data (subject to legal retention requirements).

17. General

17.1 Force majeure: Neither Party shall be liable for any delay or failure in performance (except payment) caused by circumstances beyond its reasonable control.

17.2 Assignment: The Customer may not assign or transfer this Agreement without the Supplier's consent (not to be unreasonably withheld). The Supplier may assign or novate this Agreement to a group company or purchaser of its business on written notice.

17.3 Subcontracting: The Supplier may use subcontractors, remaining responsible for their acts and omissions.

17.4 Notices: Notices must be in writing and sent by hand, recorded delivery or email to the addresses specified in the Commercial Schedule (or as updated).

17.5 Entire agreement: This Agreement constitutes the entire agreement between the Parties relating to its subject matter.

17.6 Third party rights: No person other than the Parties has any rights under the Contracts (Rights of Third Parties) Act 1999.

17.7 Governing law and jurisdiction: This Agreement is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction.

Part A – PACO GP

This Part applies where the Customer subscribes to PACO GP modules. Licence Metric: Registered Patients or Cohorts (as specified in the Order Form). PACO GP provides population health reporting, communications hub, Digital Front Door, Care Navigation, Health Forms and Rocketbar.

Part B – PACO Connect

This Part applies where the Customer subscribes to PACO Connect solution. Licence Metric: Registered Patients or Cohorts (as specified in the Order Form) and additional named Network Users. PACO Connect provides access to All of PACO GP functionality plus shared appointment books and at scale analytics and communications

Part C – PACO OS

This Part applies where the Customer subscribes to PACO OS solution. Licence Metric: Named Users. PACO OS provides access to all of PACO functionality (*Excluding PACO Assist, PACO Talk & PACO People*)

Part D – PACO OS-24

This Part applies where the Customer subscribes to PACO OS-24 solution. Licence Metric: Named Users. PACO OS provides access to all of PACO functionality in a 24 hour 7 days a week setting (*Excluding PACO Assist, PACO Talk & PACO People*).

Part D – PACO Analytics

This Part applies where the Customer subscribes to PACO Analytics modules. Licence Metric: Registered Patients or Cohorts (as specified in the Order Form). PACO Analytics provides population health reporting, cohort analysis, performance dashboards, and planning insights. No direct patient-facing interaction is provided under this Part.

Part E – PACO Assist

This Part applies where the Customer subscribes to PACO Assist. Licence Metric: Named Users. PACO Assist provides clinical decision support, summarisation, and workflow optimisation tools. PACO Assist does not provide autonomous clinical decision-making and final clinical responsibility remains with the Authorised User.

Part F – PACO Talk

This Part applies where the Customer subscribes to PACO Talk. Licence Metric: Named Users. PACO Talk provides digital scribe and consultation documentation support. The Customer remains responsible for the accuracy, review, and approval of all clinical records.

Part G – PACO Patient Portal

This Part applies where the Customer subscribes to the PACO Patient Portal. Licence Metric: Total Trust Appointments. The PACO Patient Portal enables patient access, communications, and self-service interactions. Patient-facing content and configuration are controlled by the Customer.

Part H – PACO People (Rota)

This Part applies where the Customer subscribes to PACO People (Rota). Licence Metric: Active Rostered Employees. PACO People provides workforce planning, rostering, and availability management. No patient clinical data is processed under this Part other than staff identifiers.

Schedule 1 – Module Applicability Table

PACO Module	Applicable	Licence Metric	Licence Cost per unit
PACO GP		Registered Patients	
PACO Connect		Registers Patients & Network Named Users	
PACO OS		Named Users	
PACO OS-24		Named Users	
PACO Analytics		Report Pack	
PACO Assist		Named Users	
PACO Talk		Named Users	
PACO Patient Portal		Appointments	
PACO People (Rota)		Active Employees	

User Licensing, Audit and Anti-Abuse Controls

Where the Licence Metric is based on Named Users, Active Users, or Active Rostered Employees, each licence is personal to an individual and may not be shared. The Customer shall ensure that user accounts accurately reflect current staff and roles.

The Supplier may, on reasonable notice and no more than once per Contract Year (unless misuse is reasonably suspected), conduct a licence usage review or audit using system access logs and user records to verify compliance with the agreed Licence Metric.

Where an audit identifies under-licensing in excess of 5%, the Customer shall promptly true-up the applicable Licence Fees on a pro-rata basis for the remainder of the Subscription Term. Repeated or deliberate misuse may constitute a material breach of this Agreement.