

MEDLINK SOLUTIONS LTD

STANDARD SERVICE TERMS OF BUSINESS

1. Background

MedLink Solutions Ltd ("MLS"), a limited liability company registered in England and Wales (Company No. 11897002, registered office: 4th Floor, Radius House, 51 Clarendon Road, Watford, Hertfordshire, England, WD17 1HP) provides online medical consulting and communication services to healthcare organisations. These Terms of Business govern the provision of services by MLS to its clients.

2. Definitions and Interpretation

In these Terms of Business, unless the context otherwise requires:

Agreement means this document (including any online order form and data processing agreement completed as part of registration).

Client means the organisation procuring services from MLS.

Clinical Systems include principal clinical systems (e.g. EMIS, SystmOne, Vision) and client communication tools (e.g. NHS.net email accounts).

Charges means the fees payable by the Client for the Services.

Data Processing Agreement means the data processing agreement accepted by the Client as part of the registration process.

Products means the suite of MedLink modules and features available to the Client, which the Client may choose to use at any time, together with any future updates provided under Clause 6.

Services means the installation, configuration, support and ongoing maintenance of the Products.

Subscription Term means the period during which the Client has access to the Products and Services, normally twelve months, renewing automatically unless terminated under Clause 7.

Updates means releases or installations of Products for fixes, functionality or compliance with laws and guidance.

References to a Party or the Parties mean MLS and the Client. Headings are for convenience only and do not affect interpretation.

3. Supply of Services

3.1 The Client commissions the Services by completing the online registration and order form. Upon completion, a binding Agreement is formed incorporating these Terms of Business and the Data Processing Agreement.

3.2 The Client assumes full responsibility for the use of the Products and for all clinical decisions made using them.

3.3 MLS shall provide the Services with reasonable skill and care and use reasonable endeavours to meet any performance dates specified.

3.4 The Agreement supersedes any prior quotations, communications or representations.

4. Installation and Support

4.1 MLS shall not assume responsibility for:

- (a) any error or failure in the Client's Clinical Systems;
- (b) delays caused by the Client's internal IT or network setup; or
- (c) errors in the Products resulting from such systems.

4.2 The Client shall notify MLS promptly of any issues. MLS will work with the Client to resolve such matters where reasonably possible.

5. Licence

5.1 In consideration of the Charges, MLS grants the Client a non-exclusive, non-transferable licence to use the Products during the Subscription Term.

5.2 The Client shall not copy, adapt, reverse-engineer or otherwise modify the Products.

5.3 MLS may assign or sub-license its rights or obligations, provided notice is given to the Client.

6. Updates

6.1 MLS shall notify the Client of any Updates. No Update shall materially reduce existing functionality.

6.2 Updates are deemed accepted unless the Client notifies MLS in writing within 10 business days of the notification, in which case MLS may terminate the Agreement and refund Charges pro rata for the remainder of the Subscription Term.

7. Renewal and Termination

7.1 The Agreement renews automatically for successive 12-month periods unless the Client provides written notice of termination at least 30 days before renewal.

7.2 Either Party may terminate with immediate effect for material breach, insolvency, or failure to pay.

7.3 Upon termination, the Client shall immediately cease use of the Products and pay all outstanding Charges.

7.4 MLS shall deactivate the Products and process remaining data in accordance with the Data Processing Agreement.

8. Client Obligations

The Client shall:

- (a) ensure all information provided is accurate;
- (b) cooperate with MLS and provide access as reasonably required;
- (c) maintain appropriate licences and consents;
- (d) ensure network compatibility; and
- (e) promptly report any issues.

9. Charges and Payment

Charges are as specified during registration. Invoices are payable within 30 days of issue. MLS may suspend Services for non-payment. Charges remain fixed during each Subscription Term but may change upon renewal with notice.

10. Intellectual Property

All intellectual property rights in the Products and Services remain the property of MLS. The Client may not reproduce or reuse any part except as permitted under this Agreement.

11. Data Protection

All personal data processed by MLS shall be handled as Data Processor in accordance with the Data Processing Agreement and UK Data Protection Legislation.

12. Liability

MLS's total liability shall not exceed the Charges paid for the current Subscription Term. MLS shall not be liable for indirect or consequential loss, including loss of profits, data or goodwill. Nothing limits liability for death, personal injury, or fraud.

13. Confidentiality

Each Party shall keep confidential all information disclosed by the other Party and use it only for the purposes of this Agreement.

14. Force Majeure

Neither Party shall be liable for delays or failures beyond its reasonable control, including power failure, system outages, or natural disasters.

15. General

This Agreement constitutes the entire understanding between the Parties.

No waiver shall be effective unless in writing.

If any provision is invalid, the remainder shall remain in force.

Nothing creates a partnership or agency.

The Contracts (Rights of Third Parties) Act 1999 does not apply.

16. Notices

All notices shall be in writing and deemed received when delivered by courier, by email during normal business hours, or two business days after posting.

17. Governing Law

This Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

SIGNATURE PAGE

SIGNED for and on behalf of **Testing Medical Centre** by:

Name: Mark Widgery

Digital Signature: TEST DOCUMENT

Date: 2025-11-09 11:12:17