

Services Agreement

We agree to provide and you agree to purchase the Services set out in each Customer Overview Sheet on the terms of this Contract.

In this Contract and each Customer Overview Sheet the terms set out below shall have the following meanings:

Acceptable Use Policy	The acceptable use policy set out in Schedule 2
Acceptance	The acceptance by you that the Products which we have installed on-premises are operating satisfactorily as determined in accordance with clause 6
Acceptance Tests	The tests carried out by you to confirm the Products which we have installed on-premises are operating satisfactorily on initial installation once you have been given access to them
Active Monitoring	Our proprietary software which actively monitors the usage and performance of the Products to detect actual and potential faults
Affiliate	In respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010
Annual Subscription Fee	The annual fee payable for the Products set out in the relevant Customer Overview Sheet
Authorised Affiliates	Your Affiliates (if any) identified in the relevant Customer Overview Sheet
Authorised User	The users authorised by you to use the relevant Service in accordance with this Contract, such Authorised Users being limited to employees or contractors of yours or of the Authorised Affiliates and where applicable your or the Authorised Affiliates' patients
Business Day	Any day which is not a Saturday, Sunday or a public or bank holiday in England
Business Hours	From 8am to 5.30pm GMT on a Business Day
Change Notice	A notice sent by one party to the other requesting a change to a Customer Overview Sheet
Contract	This agreement and any documents forming part of or incorporated into it including, without limitation, the Customer Overview Sheet
Contact Details	All Requests shall be made solely by you: • accessing the Help Desk website • calling the Help Desk; • or emailing the Help Desk
Content	Materials which you provide to us for inclusion on a website, or on any Product (such as your trade marks, information, graphics, logos, photographs, video, text, designs and images)
Contract Year	A 12-month period calculated from the date of this Contract and subsequently from each anniversary of that date

Customer Data	All data (in any form) that is provided to us or uploaded or hosted on any part of any Product by you, an Authorised Affiliate and/or any Authorised User
Customer Overview Sheet	The front page of this agreement which sets out the Products sold to you and the Fees, as amended from time to time
Customer Systems	All software and systems used by you, your Affiliates, any of your or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly)
Customer, you, your	[insert Customer full legal name], [insert registered address]
controller, processor, data subject, personal data, processing and special category data	As defined in the DPA
Defect	A defect in the Hardware or Products which has a material effect on their use or operation
Data Protection Laws	The General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) (GDPR) and The Data Protection Act 2018 (DPA) and any laws which implement, supplement, replace or amend the same
Disclosing Party	As defined in clause 9.1
Feedback	Any feedback and suggestions for improvement relating to the Services provided by you, the Authorised Affiliates or any Authorised User
Fees	The Annual Subscription Fees, the Professional Services Fees, the Hardware Support Fee, the Software Support Fee and any other fees agreed between the parties set out in the relevant Customer Overview Sheet
Force Majeure	An event or circumstance beyond a party's reasonable control including (but not limited to) weather, transport difficulties, fire, flood, war, acts of God, government or other authorities
Go-live Date	The date on which the Hardware is first available for live use
Hardware	Any hardware which we supply to you under this Contract
Hardware Support	As set out in the table in paragraph 5 of Schedule 1
Hardware Support Fee	As set out in the table in paragraph 5 of Schedule 1
Hardware Warranty Period	1 month from the date the Hardware is delivered to you
Help Desk	The help desk and technical support line services provided by us to you under this Contract
Initial Period	The initial period set out in the relevant Customer Overview Sheet
IPR	Copyright and all other legal and beneficial intellectual and industrial property rights (including, without limitation, patents, design rights, trade marks, database and software rights, know-how and confidential information) whether conferred by contract, common law or otherwise throughout the world, no matter what such rights may be known as in any particular country in the world and in each case whether registered or unregistered, including applications for the same
Licence Restrictions	The restrictions set out in the relevant Customer Overview Sheet

PaaS Supplier	The platform as a service supplier that we use in relation to the Products from time to time
Product	The software which we licence you to use under the relevant Customer Overview Sheet and any Hardware sold to you under the relevant Customer Overview Sheet
Professional Services	The professional services set out in the relevant Customer Overview Sheet
Professional Services Fee	The fee payable for the Professional Services set out in the relevant Customer Overview Sheet
Recipient Party	As defined in clause 9.1
Request	A request for support made to the Help Desk using the Contact Details
Service Level Agreement	The Service Level Agreement set out in Schedule 1
Service Level Target	The service level targets set out in paragraph 7 of Schedule 1
Service Support Day	The service support days to be provided by us to you as set out in the relevant Customer Overview Sheet.
Services	The Products, the Professional Services, the Support and any other services to be provided by us to you as set out in the relevant Customer Overview Sheet
Software	Remote software fault rectification, bug fixes and patch updates for the Products as set out in Schedule 1
Software Support Fee	The fee payable for the Software Support set out in the relevant Customer Overview Sheet
Software Warranty Period	For software which is installed on-premises 1 month from the earlier of: 1. the date on which the software is installed on-premises; 2. the date on which the Acceptance Tests on the software are passed; 3. the date which falls 10 Business Days' after the Acceptance Tests are carried out on the software where you have not informed us of the results of the Acceptance Tests; and 4. the date on which you choose to 'go-live' with the software For all other software 1 month from the date on which the software is first available for use by you
Sub-processor	Those sub-processors set out in the relevant Customer Overview Sheet
Support	The Hardware Support and the Software Support
Support Supplier	VitalHub (PVT) Ltd (VitalHub Innovations Lab) a company incorporated and registered in Sri Lanka, with company number PV60437 whose registered office address is at 106, 7th Floor, Red Cross Building, Srimath Anagarika Dharmapala Mawatha, 00700, Sri Lanka
User Manual	The user manual and other documentation provided to you by us containing instructions on how to use the Products and detailing any specific user requirements or restrictions relating to it
Virus	Any virus, disabling code (including code intended to limit or prevent any use of any software or system) or other malicious software (including malware, trojan horses, ransomware and spyware)
VitalHub, we, us, our	VitalHub UK Limited (company number 06251662), 2 Stone Buildings, Lincoln's Inn, London WC2A 3TH

1 Basis of Contract

This Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (including those appearing in any tender documentation, quotation, form of acceptance or delivery, or other document or letter which you issue).

2 Customer Overview Sheets

- 2.1 The Customer Overview Sheet sets out, inter alia, the Products being purchased by you under this Contract and the Fees for those Products.
- 2.2 On the start of each Contract Year we shall send you a Customer Overview Sheet which shall apply to this Contract for that Contract Year. Such Customer Overview Sheet shall either be:
 - 2.2.1 a copy of the then current Customer Overview Sheet if there are no changes to its terms; or
 - 2.2.2 an amended Customer Overview Sheet if the parties have agreed to make changes to the then current Customer Overview Sheet for that Contract Year.
- 2.3 The then current Customer Overview Sheet may be amended at any point during this Contract by agreement between the parties and in such case we shall send you the agreed form Customer Overview Sheet which shall then apply for the rest of that Contract Year.
- 2.4 You agree that we are entitled to rely and act upon (and that you shall be bound by) the instructions of any person employed by you, contracted to you, or who we can reasonably assume to be working on your behalf in respect of this Contract, including without limitation in relation to any Customer Overview Sheet.
- 2.5 You shall not be entitled to amend or withdraw a Customer Overview Sheet once it has been agreed.
- 2.6 A Customer Overview Sheet shall become binding on the earlier of (i) signature by both parties or (ii) the date on which the Products set out in it are first available for use by you. The parties agree that this Contract shall be amended by the contents of the relevant Customer Overview Sheet on the date it becomes binding.

3 Fees and Payment Terms

- 3.1 The Fees are exclusive of VAT and expenses which shall be added to our invoices where appropriate. We shall invoice you:
 - 3.1.1 on the date of this Contract for the first Annual Subscription Fee and the Professional Services Fee;
 - 3.1.2 on the anniversary of the date of this Contract for the second and subsequent Annual Subscription Fees; and
 - 3.1.3 for any other fees as set out in the relevant Customer Overview Sheet,and you shall pay each invoice within 30 days of the date of such invoice.
- 3.2 Time for payment shall be of the essence of this Contract and, without limiting any of our other rights or remedies, if you fail to make any payment due by the due date, we may (but are not obliged to) charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 3.3 All payments must be made without any set-off, deduction or counterclaim.
- 3.4 You shall pay us for any further expenses reasonably incurred by individuals engaged in connection with the Services including without limitation where such expenses are incurred as a result of any delay due to your actions or your failure to act in a timely fashion. Such expenses may include without limitation travelling expenses, hotel costs, subsistence and any associated expenses, as well as the cost of services provided by third parties and required by us for the performance of the Services.
- 3.5 Any training that you require in addition to the initial implementation training shall be charged at our then current rates.

- 3.6 The Fee for any Services which are supplied on an ongoing basis shall be increased on each anniversary of the date of this Contract by a percentage equal to the percentage increase in the retail price all items index in the 12 months prior to such anniversary.
- 3.7 Where the Product is installed on-premises, if any change is made to the location or number of the sites at which the Product is installed then you shall pay us additional fees for any changes that need to be made to it as a result at our then current rates.

4 Authorised Users

- 4.1 You shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with this Contract.
- 4.2 You shall keep an up to date list of all Authorised Users and shall notify us within two Business Days of any changes to it, including when Authorised Users cease to be eligible to use the Services.
- 4.3 You shall ensure that the number of Authorised Users for the Services does not exceed the Licence Restrictions at any time.
- 4.4 Without prejudice to any other right or remedy of ours, if you breach clause 4.3 then:
 - 4.4.1 the warranties in clause 3.1 shall cease to apply for the duration of the period during which you are in breach of clause 4.3; and
 - 4.4.2 you shall be liable to pay for the number of Authorised Users above the number set out in the Licence Restrictions for the relevant period during which infringement occurred.
- 4.5 You shall:
 - 4.5.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were your own;
 - 4.5.2 only provide Authorised Users with access to the Services via the access method provided by us and shall not provide access to (or permit access by) anyone other than an Authorised User; and
 - 4.5.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on you under this Contract.
- 4.6 You warrant and represent that you and all Authorised Users and all others acting on your or their behalf (including systems administrators) shall keep confidential and not share with any third party (or with other individuals except those with administration rights at your and any Authorised Affiliate's organisation as necessary for use of the Service) their password or access details for any Services.
- 4.7 You shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of this Contract.
- 4.8 If any password has been provided to an individual that is not an Authorised User, you shall, without delay, disable any such passwords and notify us immediately.
- 4.9 You shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the User Manual (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the User Manual (or any part) to, or access or use the Services, the Customer Data or the User Manual (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom without first obtaining such licence or other approval.

5 Products and Support

Products

- 5.1 The Customer Overview Sheet sets out the various Products and the Professional Services required to deliver and install the Products.
- 5.2 You acknowledge that we shall be entitled to modify the features and functionality of the Services subject to us using reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Services.
- 5.3 You acknowledge that the Services do not include:
 - 5.3.1 any services, systems or equipment required to access the internet (and that you are solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by you and the Authorised users in connection with use of the Services); or
 - 5.3.2 dedicated data back up or disaster recovery facilities (and you should ensure that you at all times maintain backups of all Customer Data).
- 5.4 If the Products include Hardware then:
 - 5.4.1 we shall deliver the Hardware to the address specified in the relevant Customer Overview Sheet and install it in the locations set out in that Customer Overview Sheet or as otherwise agreed between us. You must provide us access to such locations at the agreed times and you shall be responsible for disposal of any packaging material associated with any delivery;
 - 5.4.2 we shall not be liable for any delay in delivery howsoever caused and the time of delivery shall not be of the essence. If we are not able to deliver or meet expected delivery dates we shall inform you as soon as possible so that alternate arrangements can be made;
 - 5.4.3 you must prepare the area of installation for the Hardware and provide free access to the location and to any services or facilities that may be required to install the Hardware. Where the same has not been provided or we are prevented from carrying out delivery or installation at the pre-arranged day and time through no fault of ours, we shall be entitled to charge for additional costs incurred. You shall obtain at your cost all additional permissions that are required in relation to the installation and use of the Hardware including without limitation from landlords and local authorities; and
 - 5.4.4 risk in the Hardware shall pass to you immediately on delivery of the Hardware to your premises but title in the Hardware shall remain with us until we receive full payment from you. Until we receive full payment, you shall return the Hardware (or any part of it) to us if so requested or allow us to enter your premises to repossess the Hardware. You shall inspect the Hardware on delivery and notify us of any damage or fault with such Hardware as soon as possible and in any event within 7 days, failing which you shall not have any right to reject the Hardware.
- 5.5 You shall provide or procure that the Authorised Users' provide all network connectivity, data import services, software (other than the Products), cabling and all other necessary equipment and hardware (other than the Hardware) required to use the Services, integrate the Products on your IT system and/or install the Products on the Authorised Users' devices.
- 5.6 You shall ensure that software pre-requisites (as detailed in documentation provided by us to you) are installed, supported and maintained.
- 5.7 Where the Products are installed on-premises you shall deploy and maintain (with the advice and support of our technical staff) scheduled database maintenance including without limitation backing up database files and truncating and managing log files.
- 5.8 You shall ensure that you back up your data regularly and extract it from the Products prior to the termination or expiry of this Contract. We shall not be obliged to provide you with any assistance extracting or recovering data whether during or after the termination of this Contract.

- 5.9 You shall notify us in advance of any changes to your IT system (and/or the Authorised Users' devices including without limitation any server upgrade or firewall change) which could adversely affect the use, operation, installation or integration of the Products. If you fail to provide such advance notification then you shall pay us to resolve any issue with the Products at our then current rates.
- 5.10 To the extent you source hardware or software from a third party which is used or integrated with the Products you shall ensure that such hardware and software meets the minimum hardware and software requirements specified by us or if already sourced you shall ensure that such hardware and software is fully capable of use or integration with the Products, failing which you shall pay us to resolve any issue with the Products at our then current rates.
- 5.11 You shall ensure that all of your relevant staff members and all Authorised Users receive appropriate and relevant application or systems administration training prior to using the Products and that they are made aware of the available electronic documentation and help files related to it.
- 5.12 You shall ensure that all necessary licensing arrangements are in place for third party software that is in use in your IT system or on Authorised Users' devices.
- 5.13 You shall ensure that you have an adequate system in place for the management and administration of Authorised User account and password resets.
- 5.14 You shall ensure that any media solutions provided or used in connection with this Contract have the appropriate auto-login functions enabled in the event of power failures at your site.
- 5.15 You shall ensure that all Products are used, administered and managed in accordance with the licence granted to you under this Contract.
- 5.16 You shall add any server running the Products to your existing server management plans, which shall cover:
 - 5.16.1 Active monitoring of resources to include notification of issues (HDD space, CPU performance etc);
 - 5.16.2 Products backups and disaster recovery; and
 - 5.16.3 OS patching and updates.
- 5.17 You acknowledge that requirements in relation to the devices on which the Authorised Users use the Products can increase over time and with increased use and development of the Products. You shall review the specification of such devices from time to time and adjust it as required (including without limitation updating or renewing such devices) in order to maintain optimum performance. If you fail to make such adjustments then you shall pay us to resolve any resultant issue with the Products at our then current rates.
- 5.18 Other than where Hardware has been damaged by our personnel, you shall be responsible for any costs associated with the repair or replacement of the Hardware.
- 5.19 You shall ensure that any Hardware installed or relocated by you shall be placed in such a location that the temperature of that location does not cause the Hardware to malfunction. Other than as set out in clause 7.1, we shall not be liable for any repair or replacement costs where you have installed or relocated Hardware or for any damages which might be incurred by the public or your personnel and you shall indemnify us against any such damages.
- 5.20 The Products shall comply with the User Manual.
- 5.21 Any Product updates and upgrades that we provide to you under this Contract shall be subject to the licence granted to you under this Contract and where the Products are installed on-premises you shall pay us for the cost of installing such updates and upgrades at our then current rates.
- 5.22 Once we have designated a Product version as "End of Life" we will continue to support it but you shall pay us for any increased support costs that apply and we shall not make any patches to it.
- 5.23 The Hardware shall comply with the kiosk specification provided to you.

Support

- 5.24 Subject to you paying the Fees, we shall provide the Support. If you fail to pay the Fees in full and in accordance with clause 3, we shall stop providing the Support and your licence to use the Products shall terminate immediately.
- 5.25 The Support does not include any on-premises support. If you require us to provide on-premises support then we shall agree the fee for doing so at the time.
- 5.26 We shall provide you with the Support appropriate to the Products provided to you under this Contract as detailed in the Service Level Agreement.
- 5.27 The Support entitles you to that number of Service Support Days in each Support Year set out in the then current Customer Overview Sheet.
- 5.28 Any Service Support Days that have not been used during a Support Year shall not be carried over into the next Support Year.
- 5.29 Additional Service Support Days shall be charged at our then current day rate.

6 Acceptance Testing and Acceptance

- 6.1 For Products which are software and which we install on-premises:
 - 6.1.1 once we have completed the Professional Services you shall carry out the Acceptance Tests within one month of the date on which such Products are installed; and
 - 6.1.2 subject to clause 6.3, if Products which are software fail the Acceptance Tests we shall take reasonable steps to work with you to remedy such failures and the Acceptance Tests shall be repeated.
- 6.2 For Products which are Hardware and which we install on-premises:
 - 6.2.1 you shall carry out the Acceptance Tests within one month of the date on which the Hardware was delivered; and
 - 6.2.2 subject to clause 6.3, if the Hardware fails the Acceptance Tests we shall take reasonable steps to work with you to remedy such failures and the Acceptance Tests shall be repeated.
- 6.3 Acceptance shall be deemed to have taken place, regardless of the status of the Acceptance Tests or your own test procedures, or even whether either of these have been carried out, on the earlier of:
 - 6.3.1 7 days after the Hardware was delivered to you where you have failed to notify us of an obvious defect in the Hardware that you should have discovered within that 7 day period or where you have discovered a defect in the Hardware and failed to notify us within that 7 day period;
 - 6.3.2 the date on which you have failed to comply with our instructions relating to the storage, installation, commissioning, use or maintenance of the Hardware;
 - 6.3.3 one month after the on-premises Products are installed (for Products which are software) and one month after the on-premises Products are delivered to you (for Products which are Hardware);
 - 6.3.4 the date on which the Acceptance Tests are passed;
 - 6.3.5 the date which falls 10 Business Days' after the Acceptance Tests are carried out where you have not informed us of the results of the Acceptance Tests; and
 - 6.3.6 the date on which you choose to 'go-live' with the on-premises Products.

7 Intellectual Property Rights and Licence

- 7.1 The parties agree that:
 - 7.1.1 ownership of any and all IPR in and to the Products, Services and User Manual and any other materials provided by us to you, an Authorised Affiliate or an Authorised User is and shall remain our or our licensors' exclusive property. To the extent that you, any Authorised Affiliate, any Authorised User or any person acting on your or their behalf acquires any IPR in the Products, Services or User Manual or any other materials provided by us to you, an Authorised Affiliate or an Authorised User, you shall assign or procure the assignment of such IPR with full title guarantee (including by way of present

assignment of future IPR) to us or such third party as we direct. You shall execute all such documents and do such things as we may consider necessary to give effect to this clause 7.1;

- 7.1.2 ownership of any and all IPR arising out of or in connection with the provision of any of the Services and/or the Products shall, on creation, become and shall remain our exclusive property; and
- 7.1.3 neither party acquires any rights in or to the other party's IPR, other than those expressly granted by this Contract.

- 1.1 For the term of this Contract we hereby grant to you a non-exclusive, non-transferable and worldwide licence to use such of our IPR as is incorporated into the Products for the purposes of using the Products in accordance with the terms of this Contract, subject to such licence being terminated earlier under the terms of this Contract. From the grant of this licence you shall have access to the Product.
- 1.2 For the term of this Contract you hereby grant to us (and each of our direct and indirect sub-contractors) a worldwide, non-exclusive, non-transferable and royalty-free licence to use, copy and otherwise utilise the Content, the Customer Data and the Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform our rights, remedies and obligations under this Contract.
- 1.3 We may use any Feedback without charge or limitation. You hereby assign (or shall procure the assignment of) all IPR in the Feedback with full title guarantee (including by way of present assignment of future IPR) to us at the time such Feedback is first provided to us.
- 1.4 The Services are made available to you for your confidential internal use in the ordinary course of your business and, whilst you may make reasonable use of the Products in accordance with this Contract, you shall not (unless so provided in this Contract or with our express prior written authority):
 - 1.4.1 attempt to adapt, translate, copy, modify, reproduce, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and/or any software and/or documents provided by us in the provision of the Services in any form or media or by any means including (but not limited to) by incorporation within any of your databases; or
 - 1.4.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products; or
 - 1.4.3 access all or any part of the Services in order to build a product or service which competes with the Services or any part of them; or
 - 1.4.4 use the Services to provide services to third parties; or
 - 1.4.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party including (but not limited to) consultants, software solutions providers, third party processors, computer service bureau, value added processors, data modelling or market research companies; or
 - 1.4.6 remove any proprietary or copyright legend from any part of the Services; or
 - 1.4.7 attempt to circumvent or interfere with any security features of the Services; or
 - 1.4.8 attempt to obtain, or assist third parties in obtaining, access to the Services.
- 1.5 You shall not exceed the Licence Restrictions and you agree that you shall pay to us at our then current rates for any additional usage of the Services.
- 1.6 You shall use the Products at all times in accordance with the User Manual and all other terms of this Contract. We may update the User Manual from time to time in such manner as we see fit and any such updates shall be deemed to be incorporated into the User Manual from the date on which they are made available, which shall include publishing them online.
- 1.7 You must immediately notify us if you become aware of any infringement or any unauthorised use of any part of the Services by any person.

- 1.8 We agree to indemnify you against all liabilities, costs, expenses, damages and losses suffered or incurred by you and arising from any actual or alleged infringement of a third party's IPR arising from your use of the Services provided that: (a) such use is in accordance with this Contract; (b) you promptly notify us in writing and in detail of any such allegation, (c) you do not make any admission of liability, agreement or compromise without our prior written consent, and (d) you give us and our representatives such reasonable assistance and information as we need (at our cost) to enable us to assess, avoid, dispute, compromise or defend any such allegation or claim. Nothing in this clause shall restrict or limit your general obligation to mitigate a loss you may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

2 Customer Data

- 2.1 Customer Data shall at all times remain your or your licensors' property.
- 2.2 Except to the extent we have direct obligations under Data Protection Laws, you acknowledge that we have no control over any Customer Data hosted as part of the provision of the Services and may not actively monitor or have access to the content of the Customer Data. You shall ensure (and are exclusively responsible for) the accuracy, quality, integrity and legality of the Customer Data and that its use (including use in connection with the Services) complies with all applicable laws and IPR.
- 2.3 If we become aware of any allegation that any Customer Data may not comply with the Acceptable Use Policy or any other part of this Contract we shall have the right to permanently delete or otherwise remove or suspend access to any Customer Data which is suspected of being in breach of any of the foregoing from the Services and/or disclose Customer Data to law enforcement authorities (in each case without the need to consult you). Where reasonably practicable and lawful we shall notify you before taking such action.
- 2.4 Except as otherwise expressly agreed in this Contract, we shall not be obliged to provide you with any assistance extracting, transferring or recovering any data whether during or after the termination of this Contract. You acknowledge and agree that you are responsible for maintaining safe backups and copies of any Customer Data. You shall, without limitation, ensure that you back up (or procure the back up of) all Customer Data regularly (in accordance with your, the Authorised Affiliates and the Authorised Users' needs) and extract it from each Product prior to the termination of this Contract or the cessation or suspension of any of the Services.
- 2.5 We routinely undertake regular backups of the Products (which may include Customer Data) for our own business continuity purposes. You acknowledge that such steps do not in any way make us responsible for ensuring the Customer Data does not become inaccessible, damaged or corrupted. To the maximum extent permitted by applicable law, we shall not be responsible (including without limitation in negligence) for any loss of availability of, or corruption or damage to, any Customer Data.
- 2.6 Unless subsequently agreed by the parties in writing, you hereby instruct that we shall within 60 days of the end of the provision of the Services (or any part) relating to the processing of the Customer Data securely dispose of such Customer Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of any part of the United Kingdom require us to store such Customer Data. We shall have no liability (including without limitation in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with this Contract.

3 Warranties

VitalHub

- 3.1 We warrant that:
- 3.1.1 we have all the necessary consents and licences required to enable us to use and supply to you any IPR which belongs to a third party and which is incorporated into the Services;
- 3.1.2 subject to clause 3.4, the Hardware shall be free from defects in materials and workmanship for the Hardware Warranty Period and any Products which are software shall function satisfactorily for the Software Warranty Period;
- 3.1.3 the Hardware shall be new (unless stated otherwise in the Customer Overview Sheet);

- 3.1.4 as far as we are able, we shall pass on to you the benefits of any warranty given by any third-party manufacturer in relation to any item of Hardware;
- 3.1.5 all Services shall be provided using reasonable care and skill; and
- 3.1.6 where we use third party software in the Products we shall provide or shall procure that any relevant third party provides all licences necessary for you to use relevant third party IPR on completion of the Professional Services.
- 3.2 Subject to clause 3.4, if there is a Defect in the Hardware during the Hardware Warranty Period or in any Products which are software during the Software Warranty Period, we shall take all reasonable steps to rectify or remedy that Defect. Correction of any Defect shall be our sole liability and your sole and exclusive remedy for any breach of the warranties contained in clause 3.1.2.
- 3.3 If you receive any update or upgrade of any Products which are software or the Hardware under this Contract such update or upgrade shall be covered under the warranties contained in clause 3.1.2 for the remainder of the original Hardware Warranty Period or Software Warranty Period as appropriate, but such Hardware Warranty Period or Software Warranty Period shall not be restarted or extended and no new warranty shall apply as a result of any update or upgrade.
- 3.4 We shall have no liability to you for any defects in or damage to the Hardware or for the effects of such defects or damage where:
 - 3.4.1 you have failed to notify us of an obvious defect in the Hardware that you should have discovered within 7 days of it being delivered to you or you have discovered a defect in the Hardware and failed to notify us within that 7 day period; or
 - 3.4.2 you have failed to comply with our instructions relating to the storage, installation, commissioning, use or maintenance of the Hardware.
- 3.5 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. You acknowledge that such risks are inherent in cloud services and that we shall have no liability for any such delays, interruptions, errors or other problems.
- 3.6 If any Service is defective we shall, at our option, either use reasonable endeavours to repair or replace the impacted Services within a reasonable time or refund the price of the Service for the time during which it was defective. This is subject to you making a claim in writing to us within 12 months of the date of completion of the Service, or such other periods as we may indicate for specific Services from time to time in writing. To the maximum extent permitted by law, this clause 3.6 sets out our sole liability and your sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 3.1.5.
- 3.7 You agree that we do not give any warranty or representation and do not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
 - 3.7.1 incorrect operation or use of the Services by you, any Authorised Affiliate or any Authorised User (including any failure to follow the User Manual or failure to meet minimum specifications);
 - 3.7.2 any use of the Services other than for the purposes for which it is intended;
 - 3.7.3 any act by any third party (including hacking or the introduction of any virus or malicious code);
 - 3.7.4 any modification of the Services (other than that undertaken by us or at our direction);
 - 3.7.5 any breach of this Contract by you (or by any Authorised Affiliate or Authorised User);
 - 3.7.6 the Services meeting your needs or business requirements, whether or not such needs or requirements have been communicated to us;
 - 3.7.7 the Services operating in a manner which is uninterrupted or free from minor errors; or
 - 3.7.8 the Services being compatible with any software or service or with any hardware or equipment other than the Hardware.

- 3.8 Subject to clause 7.1, all other liabilities, express or implied are hereby excluded, including (but not limited to) defects arising from fair wear and tear, abnormal operating conditions, failure to follow our reasonable instructions (oral or in writing), misuse, alteration, or repair without our approval.

The Customer

- 3.9 You warrant that:
- 3.9.1 you either own all IPR in any Content provided to us under this Contract or have a licence for us to use such IPR for the purposes contemplated by this Contract;
 - 3.9.2 you have all the necessary consents and licences required by you to enable us to provide the Services and install the Products;
 - 3.9.3 you shall comply with the terms and conditions relating to any third party software provided to you by us or which is used in the Products;
 - 3.9.4 you shall notify us as soon as possible and in any event within one hour of any cyber security incident (including without limitation any hacking, phishing, malware, viruses, ransom attacks or other data or IT system security breach) that affects any Product used in or accessed by your IT system (including without limitation your servers, network, hardware or software); and
 - 3.9.5 you shall provide us with timely and good faith co-operation to aid the efficient performance of the Services and installation of the Products including without limitation:
 - 3.9.5.1 providing any information and materials reasonably requested by us and you shall ensure that such information and materials are complete and accurate in all material respects;
 - 3.9.5.2 providing access to appropriately experienced and skilled personnel;
 - 3.9.5.3 complying with our reasonable instructions and directions in connection with our performance of the Services and installation of the Products.

4 Term and Termination

- 4.1 This Contract shall commence on the date it is signed by both parties and shall continue for the Initial Period unless otherwise terminated in accordance with clause 4.2 or clause 10.4 and, thereafter, this Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:
- 4.1.1 either party notifies the other party of termination, in writing, at least three months before the end of the Initial Period or relevant Renewal Period, in which case this Contract shall terminate on the expiry of the Initial Period or relevant Renewal Period as applicable; or
 - 4.1.2 otherwise terminated in accordance with clause 4.2 or clause 10.4.
- 4.2 **Termination for cause:** Without limiting any other right or remedy of the parties, this Contract can be terminated:
- 4.2.1 by us immediately, on written notice to you, if you fail to pay any invoice by the relevant due date;
 - 4.2.2 by either party if the other party commits a material breach of a term of this Contract and (if it is remediable) fails to remedy it within 21 days of being asked to do so in writing; or
 - 4.2.3 by either party if:
 - 4.2.3.1 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;
 - 4.2.3.2 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 the other party with one or more other companies or the solvent reconstruction of the other party;

- 4.2.3.3 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 the 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;
- 4.2.3.4 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;
- 4.2.3.5 the holder of a qualifying floating charge over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
- 4.2.3.6 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 4.2.3.7 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of another party's assets and such attachment or process is not discharged within 14 days;
- 4.2.3.8 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 clauses 4.2.3.1 to 4.2.3.7 (inclusive); or
- 4.2.3.9 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

5 Termination Consequences

5.1 On termination of this Contract:

- 5.1.1 clauses of this Contract which expressly or by implication have effect after termination shall continue in full force and effect;
- 5.1.2 you must immediately pay all our outstanding unpaid invoices and interest under this Contract and no Fees paid to the date of termination shall be repayable;
- 5.1.3 save where you have terminated the Contract under clause 4.2.2, we shall submit an invoice to you for the Fees that would have been payable to the end of the Initial Period or relevant Renewal Period as appropriate had the Contract not terminated and such invoice shall be payable on receipt;
- 5.1.4 your licence to use the Products supplied under this Contract shall terminate automatically on the date of termination;
- 5.1.5 each party shall return to the other party, as soon as possible, any data, materials or equipment (including any Hardware) belonging to the other provided under this Contract, or (at the other party's option), allow the other party to collect the same;
- 5.1.6 you shall immediately destroy all copies of the Products that you have in your possession or under your control and shall stop using and uninstall the Products;
- 5.1.7 you shall be responsible for:
 - 5.1.7.1 collection, treatment, recovery and environmentally sound disposal by an approved, authorised treatment facility, of any Hardware or any part of the Hardware which has become WEEE; and
 - 5.1.7.2 compliance with all obligations (including any information recording or reporting obligations) placed upon us by the WEEE Regulations in respect of all WEEE referred to above.
- 5.1.8 you agree that you shall:

- 5.1.8.1 remove all confidential or personally identifiable information, software and supplies from any Hardware which has become WEEE prior to its disposal by you;
- 5.1.8.2 ensure that such Hardware is not contaminated with hazardous or harmful substances;
- 5.1.8.3 be solely responsible for all costs and expenses arising from and relating to the obligations under this clause 5; and
- 5.1.8.4 indemnify us on demand from any costs, fines, losses or damages of any kind whatsoever suffered or incurred and howsoever arising by us from your failure to comply with your obligations under this clause 5, including but not limited to, your improper disposal of any Hardware that has become WEEE contrary to the WEEE Regulations.

6 Suspension

- 6.1 We may suspend access to the Services (or any part) to all or some of the Authorised Users if:
 - 6.1.1 you have made a notification to us under clause 3.9.4 or are in breach of clause 3.9.4;
 - 6.1.2 we suspect that there has been any misuse of the Services or breach of this Contract;
 - 6.1.3 you fail to pay any sums due to us by the due date for payment; or
 - 6.1.4 required by law, by court or governmental or regulatory order.
- 6.2 In relation to suspensions under clauses 6.1.1 and 6.1.2 and without prejudice to our rights under clause 4 we will take steps to investigate the issue and may restore or continue to suspend access to the Services at our discretion.
- 6.3 In relation to suspensions under clause 6.1.3, access to the Services will be restored promptly after we receive payment in full and cleared funds.
- 6.4 In relation to suspensions under clause 6.1.4, we shall be under no obligation to restore or continue access to the Services until such requirement has been removed.
- 6.5 Fees shall remain payable during any period of suspension notwithstanding that you, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

7 Liability, Limitations and Exclusions

- 7.1 Nothing in this Contract (including without limitation this clause 7) shall exclude or limit our liability: (a) for death or personal injury caused by our negligence or of our employees, agents or sub-contractors, (b) for fraud or fraudulent misrepresentation, or (c) for any other matter for which applicable law prevents the exclusion or limitation of our liability.
- 7.2 Under no circumstances whatsoever shall we be liable to you for: (a) any loss of revenue or profits; (b) any loss of anticipated savings; (c) any damage to or loss of goodwill or injury to reputation; (d) any loss or corruption of data or information; (e) any loss of business opportunity; (f) any loss suffered by third parties; or (g) any indirect, consequential, punitive or special loss or damage suffered, in each case, as a result of or in any way connected to this Contract and/or the provision of the Services.
- 7.3 Subject to clause 7.1, our total aggregate liability to you under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall not exceed the total Fees paid by you to us during the Contract Year in which the liability occurred.
- 7.4 You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us which arise from or in connection with any claim made against us by any person (including without limitation any patient) that directly or indirectly uses the Products.

8 Audit

- 8.1 You shall maintain (and shall make available to us on demand) accurate and complete records of your installation and usage of the Products including:

- 8.1.1 the number of Authorised Users;
- 8.1.2 the equipment on which the Products are installed; and
- 8.1.3 where the Customer Overview Sheet includes the installation of the Products and/or provision of any Hardware, the sites and equipment on which the Products are installed and the number and location of the Hardware.
- 8.2 You shall allow us (and any of our authorised representatives) access to your premises to inspect the equipment on which the Products are installed or on which we reasonably believe the Products might be installed and to audit (and take copies of) your relevant records to the extent necessary to verify that the installation and use of the Products is in accordance with this Contract.
- 8.3 Unless otherwise agreed in writing, we shall carry out any such inspections and audits:
 - 8.3.1 during your normal Business Hours on Business Days;
 - 8.3.2 on no less than five Business Days' notice; and
 - 8.3.3 not more than twice in any calendar year.
- 8.4 You shall, at your own cost, provide all reasonable assistance and cooperation to us in conducting any such inspection or audit. We shall comply with your reasonable directions in order to minimise disruption to you and to safeguard the confidentiality of your confidential information.

9 Confidentiality and Data Protection

Confidentiality

- 9.1 A party (**Recipient Party**) may have access to information that the other party (**Disclosing Party**) considers private and confidential. This may be about the way we each run our businesses, about our competitors or clients, about our software, our finances, information relating to the Services or any of its constituent parts, or other subjects. The Recipient Party shall not disclose such information to any third party.
- 9.2 You must use and shall procure that the Authorised Users and the Authorised Affiliates use any passwords and other security features which we make available to you in respect of the Products. It is your responsibility to keep these passwords and security features confidential and we shall not be responsible for any related breach of security.
- 9.3 Clause 9.1 shall not apply to information which:
 - 9.3.1 is reasonably necessary for us to disclose to our officers, employees, agents, contractors and direct and indirect sub-contractors for the provision or receipt of the Services;
 - 9.3.2 is or comes into the public domain through no fault of the Recipient Party, its officers, employees, agents or contractors;
 - 9.3.3 is lawfully received by the Recipient Party from a third party free of any obligation of confidence at the time of its disclosure;
 - 9.3.4 is independently developed by the Recipient Party, without access to or use of the Disclosing Party's information; or
 - 9.3.5 is required by law, by court or governmental or regulatory order to be disclosed provided that the Recipient Party, where possible, notifies the Disclosing Party at the earliest opportunity before making any disclosure.

Data Protection

- 9.4 To the extent you are not sole controller of any Customer Data you warrant that you have full authority and authorisation of all relevant controllers to instruct us to process the Customer Data in accordance with this Contract.
- 9.5 We shall process Customer Data in compliance with the obligations of processors under Data Protection Laws and in accordance with **Error! Reference source not found.**

- 9.6 You shall ensure that at all times:
- 9.6.1 subject to our compliance with clause 9.5, the processing of all Customer Data shall comply in all respects with Data Protection Laws, including in terms of its collection, use, transfer and storage;
 - 9.6.2 fair processing and all other appropriate notices have been provided to the data subjects of the Customer Data (and all necessary consents from such data subjects have been obtained and at all times shall be maintained) to the extent required by Data Protection Laws in connection with our processing of such Customer Data under this Contract;
 - 9.6.3 the Customer Data is accurate and up to date;
 - 9.6.4 you have adequate security measures to safeguard the Customer Data in your possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure) and maintain complete and accurate backups of all Customer Data provided to us (or anyone acting on our behalf) so as to be able to immediately recover and reconstitute such Customer Data in the event of loss, damage or corruption of such Customer Data by us or any other person; and
 - 9.6.5 all instructions given by you to us in respect of Customer Data shall at all times be in accordance with Data Protection Laws.
- 9.7 You confirm that you have undertaken appropriate due diligence on our processing operations and are satisfied (and shall regularly review such processing operations to ensure that you continue to be satisfied) that:
- 9.7.1 they are suitable for the purposes for which you propose to use the Services and engage us to process the Customer Data; and
 - 9.7.2 we have sufficient technical and organisational measures to ensure a level of security appropriate to the risk associated with the Customer Data as required by Data Protection Laws.
- 9.8 In relation to Sub-processors:
- 9.8.1 subject to clause 9.8.2, we shall not engage (nor permit any other Sub-processor to engage) any Sub-processor to carry out any processing activities in respect of the Customer Data without your prior written consent (not to be unreasonably withheld);
 - 9.8.2 you authorise the appointment of the Support Supplier, the PaaS Supplier and each Sub-processor identified in the relevant Customer Overview Sheet as updated from time to time as third-party processors of personal data under this Contract;
 - 9.8.3 you acknowledge and agree that the Customer Data shall be transferred to, stored and processed by the PaaS Supplier and the Support Supplier.
 - 9.8.4 your right to object to the appointment of a new Sub-processor (or any change to any Sub-processor) may be exclusively exercised by terminating this Contract;
 - 9.8.5 we shall ensure each Sub-processor is appointed under a written contract containing materially the same obligations as set out in clauses 9.4 to 9.12;
 - 9.8.6 we shall remain fully liable for all the acts and omissions of each Sub-processor as if they were our own.
- 9.9 We shall:
- 9.9.1 only carry out processing of the Customer Data on your instructions, subject to compliance with applicable law;
 - 9.9.2 ensure that appropriate technical and organisational measures are in place to protect any such the Customer Data against unauthorised or unlawful processing and against accidental loss, destruction or damage and to help you respond to requests from data subjects to exercise their rights in respect of the Customer Data;
 - 9.9.3 only transfer Customer Data to countries outside the United Kingdom in accordance with Data Protection Laws;

- 9.9.4 ensure that all persons authorised by us (or by any Sub-processor) to process Customer Data are subject to a binding written contractual obligation to keep the Customer Data confidential (except where disclosure is required in accordance with applicable law, in which case we shall, where practicable and not prohibited by applicable law, notify the Customer of any such requirement before such disclosure;
- 9.9.5 taking into account the nature of the processing and the information available, provide reasonable assistance to you at your cost in meeting your obligations to:
 - 9.9.5.1 keep personal data secure;
 - 9.9.5.2 notify personal data breaches to the Information Commissioner's Office (ICO);
 - 9.9.5.3 notify personal data breaches to data subjects;
 - 9.9.5.4 carry out data protection impact assessments (DPIAs) when required; and
 - 9.9.5.5 consult the ICO where a DPIA indicates there is a high risk that cannot be mitigated.
- 9.9.6 notify you of any data breach relating to the Customer Data of which we are aware without undue delay and in any event within 72 hours;
- 9.9.7 provide reasonable co-operation and assistance to you, at your cost, in responding to data subject requests in relation to Customer Data including allowing data subjects to have access to that Customer Data and/or to ensure that the Customer Data is deleted or corrected if it is incorrect.
- 9.10 You acknowledge and agree that the execution of any computer command to process (including deletion of) any Customer Data made in the use of any of the Services by an Authorised User will be a processing instruction (other than to the extent such command is not fulfilled due to technical, operational or other reasons, including as set out in the User Manual). You shall ensure that Authorised Users do not execute any such command unless authorised by you (and by all other relevant controller(s)) and acknowledge and accept that if any Customer Data is deleted pursuant to any such command we are under no obligation to seek to restore it.
- 9.11 We shall, on request by you make available to you such information as is reasonably necessary to demonstrate your compliance with your obligations under Article 28 of the GDPR and allow for and assist with audits, including inspections, by you (or another auditor mandated by you) of us for this purpose provided:
 - 9.11.1 such audit, inspection or information request is reasonable, limited to information in our possession or control and is subject to you giving us at least 60 days' prior notice;
 - 9.11.2 we agree the timing, scope and duration of the audit;
 - 9.11.3 you ensure that any such audit or inspection is undertaken during normal Business Hours, with minimal disruption to our businesses;
 - 9.11.4 no more than one such audit or inspection shall take place in any 12 month period and the duration of the same shall be limited to one Business Day;
 - 9.11.5 all costs of such audit or inspection or responding to such information request shall be borne by you, and our costs, expenses, work and time incurred in connection with such audit or inspection shall be reimbursed by you on a time and materials basis;
 - 9.11.6 you shall ensure that each person acting on your behalf in connection with such audit or inspection (including the personnel of any third party auditor) shall not by any act or omission cause or contribute to any damage, destruction, loss or corruption of or to any of our systems, equipment or data in our control or possession while conducting any such audit or inspection.
- 9.12 You acknowledge that we shall be acting as a processor, rather than as a controller, in respect of all data processing activities which we carry out under this Contract.

10 General

- 10.1 This Contract is personal to you and you may not assign this Contract or any rights, or obligations under them without our prior written approval. We may subcontract any or all of our obligations under this Contract.
- 10.2 A person who is not a party to this Contract shall not have any rights under or in connection with them.
- 10.3 All notices under this Contract must be sent by first class recorded delivery post or by courier to the address provided by each party to the other for that purpose. A notice sent by post or courier shall be effective on the fourth day after it is sent.
- 10.4 Neither party shall be liable to the other as a result of any delay or non- performance due to Force Majeure, provided that: (a) details of any Force Majeure event or circumstance is promptly notified to the other party and (b) that the party affected uses its best endeavours to bring the Force Majeure to an end as soon as possible. Should the Force Majeure event or circumstances persist for a continuous period of more than 28 days, either party may terminate this Contract by written notice to the other party.
- 10.5 This Contract contains all the terms agreed between the parties about their subject matter and supersede any prior agreement, understanding or arrangement between them whether oral or in writing about their subject matter. Neither party has relied on any representation made by the other party unless such representation is expressly included or referred to in this Contract.
- 10.6 Should any provisions of this Contract be held by a competent authority to be invalid or unenforceable in whole or in part then the validity of the remaining provisions shall not be affected.
- 10.7 Either of us may give written notice to the other of any question, dispute or difference, which may arise between us in relation to, or in connection with this Contract and we shall have the right to arrange a meeting between each other to discuss such matters. In the event that such a meeting is not arranged the same shall be referred to the arbitration of a mutually agreed person or, failing agreement within one calendar month of a person appointed by the President for the time being of the institute of Arbitrators. The submission shall be deemed to be a submission within the meaning of the Arbitration Act 1996 or any other statutory modification or re-enactment thereof.
- 10.8 For the duration of this Contract and for a period of twelve (12) months after its termination neither party shall actively solicit or entice away (or seek to solicit or entice away) from the employment of the other party any person employed by the other party.

11 Jurisdiction

This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and we both agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1 Service Level Agreement

1 Help Desk Process

- 1.1 On receipt of a Request the Help Desk shall determine the nature and severity of the fault and allocate the Request to:
 - 1.1.1 your internal support team if the fault is related to your IT system (including without limitation your servers, network, hardware or software) or to an issue that is not related to the Products, in which case we shall have no further obligations in respect of such Request; or
 - 1.1.1 our relevant technical team; or
 - 1.1.2 a contracted hardware maintenance engineer.
- 1.2 The Help Desk shall determine if the support necessary to resolve the fault shall constitute a Service Support Day (or a proportion of a Service Support Day).
- 1.3 The Help Desk shall log all Requests, allocate a priority rating to them (which shall be automatically emailed to you and may be amended by agreement between the parties), provide you with an estimated time of resolution and track all Requests until resolved.
- 1.4 If you cannot be contacted by the Help Desk after two attempts, the relevant Request shall be allocated a priority rating of 4 and the Help Desk shall email you to that effect.
- 1.5 If required, you shall provide remote access to us via HSCN/N3 or other approved secure access to the on-premise components of the Products such that we can seek to resolve the Request.
- 1.6 If Active Monitoring is installed then you agree that we may use it to help respond to and resolve Requests.
- 1.7 We shall provide you with monthly reports on Requests made, response and resolution times for such Requests and progress on any unresolved issues.
- 1.8 If you require support from the Help Desk outside of Business Hours and we are willing to provide that support the parties shall agree the level of support to be provided and the charge for such support.
- 1.9 If a Request has not been responded to or resolved within the relevant Service Level Target and you wish to contact us you shall do so by using the main Help Desk number or by using the email addresses shown below:
 - 1.9.1 For all Requests more than 2 Business Hours over the relevant timescale:

Customer Service Manager
 - 1.9.2 For all Requests more than 8 Business Hours over the relevant timescale:

Director of Support Services
 - 1.9.3 For all Requests more than 2 Business Days over the relevant timescale:

VP of Operations

- 1.10 If no customer response has been received within 10 working days, we will proceed to close the request.

2 Our Help Desk Obligations

- 2.1 Subject to the Fees being paid by you in accordance with clause 3, we shall:

- 2.1.1 provide the Support (subject to you providing access via HSCN/N3 or similar approved remote access);
- 2.1.2 provide the Hardware Support;
- 2.1.3 provide an answerphone service to record calls outside Business Hours and log and allocate such calls on the next Business Day;
- 2.1.4 ensure that all Help Desk staff have appropriate training on the Products; and
- 2.1.5 take reasonable steps to liaise with your third party suppliers and partners on all aspects of Product integration and to resolve software issues on such persons' equipment related to the Products.

3 Your Obligations

- 3.1 You shall:

- 3.1.1 ensure that any issues that may lead to a Request are first investigated by your own IT department and only referred to us once such investigation is completed and it is determined that you cannot resolve the issue;
- 3.1.2 contact the Help Desk solely by using the Contact Details. You agree that we are not obliged to respond to any contact made by any means other than the Contact Details and have no obligations in respect of any such contacts;
- 3.1.3 carry out all ongoing support and maintenance of the Authorised Users' equipment which has access to the Products, your server OS and related resources.
- 3.1.4 ensure that an authorised member of your staff is present at your site when our personnel are carrying out an on-premises visit and if you fail to comply with this paragraph 3.1.4 within an hour of the agreed appointment time we shall be entitled to charge you for the full costs of the aborted visit;
- 3.1.5 ensure a safe working environment for our personnel when on your site; and
- 3.1.6 provide all support reasonably requested by us when responding to or resolving a Request.

4 Support Provided and Exclusions

- 4.1 The Fees cover unlimited help desk support and that number of Service Support Days as set out in the relevant Customer Overview Sheet. If the allocated number of Service Support Days is used up as determined in accordance with clause 1.2 you may purchase Additional Service Support Days at our then current day rate.

- 4.2 The Fees do not include:
 - 4.2.1 meetings requested by you which relate to projects outside the scope of the Services;
 - 4.2.2 any Help Desk services provided other than during Business Hours;
 - 4.2.3 managing your third party suppliers;
 - 4.2.4 resolving issues caused by the use of unauthorised software which has been installed against our advice or without our knowledge;
 - 4.2.5 resolving issues due to configuration changes made to dependent systems (for example your local network or firewall);
 - 4.2.6 charges for licenses applicable to third party software (for example where additional Hardware is purchased that requires additional third party software licenses);
 - 4.2.7 services dealing with Blue Prism, HL7 channels or any other integration software processes developed and implemented independently by you in relation to the Products;
 - 4.2.8 management of SQL Servers;
 - 4.2.9 management of anti-virus software updates/operating system updates;
 - 4.2.10 direct requests from your users for password resets;
 - 4.2.11 requests for re-establishment of logins to the Products following power failures at your site;
 - 4.2.12 support for any additional Products purchased by you;
 - 4.2.13 support for any hardware which is not Hardware that you have on-premises or which you access remotely, even if such hardware was previously supplied by us or a member of our group;
 - 4.2.14 storage costs for new Hardware ordered by you where the agreed delivery date has been postponed or delayed by more than one month.
- 4.3 If you wish to use us to resolve any issues set out in paragraph 4.2 an additional fee shall be payable at our then current rates.
- 4.4 If we are called to your site for a fault which could have been rectified by you then such call out shall not be covered by a Service Support Day and a call out charge shall be payable by you to us at our then current rates. Such faults include but are not limited to:
 - 4.4.1 Hardware not being switched on or being unplugged;
 - 4.4.2 the power or network socket that the Hardware is connected to not functioning;
 - 4.4.3 a missing power pack, network cable or aerial cable;

- 4.4.4 issues related to your site including but not limited to power outages, network or server issues;
- 4.4.5 a loose network connector;
- 4.4.6 the 'fault' being resolved by switching the Hardware off and on again; or
- 4.4.7 the 'fault' being resolved by selecting the correct TV input/channel.

5 Hardware Support

Hardware	Hardware Support Fee	Hardware Support
Calling Screens	Years 1 to 3*: - no fee Year 4 onwards*: - any fault, removal, replacement, refitting or cost related to the Calling Screens that occurs after the Calling Screen warranty period has ended shall be your responsibility. If you wish to purchase a replacement Calling Screen we can provide a removal and refitting service on request at an additional cost.	Years 1 to 3*: - if a fault is reported during the Calling Screen warranty period and is covered by the manufacturer's warranty we shall remove and replace the Calling Screen. We do not offer any maintenance and support of the Calling Screens, the only remedy is replacement. Year 4 onwards*: - no maintenance or support will be provided
Kiosks	Years 1 to 3*: £500 plus VAT per year per Kiosk Year 4* onwards: - you may purchase a 2 year support and maintenance contract from us at £500 plus VAT per year per Kiosk from the end of the Kiosk warranty period. If a Kiosk cannot be economically repaired during this 2 year period then you shall be required to purchase a new Kiosk at the then applicable price and pay us the then applicable removal, refitting and installation costs; or - for Kiosks that are more than 5* years old you may purchase an annual support and maintenance contract from us at £500 plus VAT per year per Kiosk plus a call out fee of £250 plus VAT per call out or the then applicable day rate for remote technical support/engineer/onsite support whichever is the	Years 1 to 3*: - the Kiosk shall be repaired or replaced Year 4* onwards where a support and maintenance contract is in place: - the Kiosk shall be repaired if economically reasonable to do so

	greater, in either case plus expenses and parts. If a Kiosk cannot be economically repaired during this period then you shall be required to purchase a new Kiosk at the then applicable price and pay us the then applicable removal, refitting and installation costs.	
Media Players and Mini PCs	Years 1 to 3*: 20% of the relevant unit price plus VAT per year Years 4 to 5*: 40% of the relevant unit price plus VAT per year - If a Media Player/Mini PC cannot be economically repaired during this period then you shall be required to purchase a new Media Player/Mini PC at the then applicable price and pay us the then applicable removal, refitting and installation costs	Years 1 to 3*: - the unit shall be repaired or replaced Years 4 to 5*: - the unit shall be repaired if economically reasonable to do so Year 6* onwards: - no maintenance or support will be provided
*from the Go-Live Date or installation date whichever is the later		
All Hardware has a 3 year manufacturer's warranty		
The figures set out above shall be increased each year by a percentage equivalent to the percentage increase in the retail price all items index for the previous 12 months		
The Hardware Support set out above does not include any support for any hardware which is not Hardware that you have on-premises or which you access remotely, even if such hardware was previously supplied by us or a member of our group		

6 Service levels

We shall take all reasonable steps to meet or exceed the Service Level Targets.

7 Service levels

Service Level description	Service Level Target (for each year)
The Products shall be operational and available for use during Business Hours (Product Availability Period) other than: during planned maintenance periods, which we shall take reasonable steps to ensure take place outside Business Hours and on no less than 7 days' prior notice; and	99.7% of the Product Availability Period

during periods in which the Products are not operational or available due to the unavailability of your information technology network, server, hardware or power supply.	
The Help Desk shall be operational and available for use during Business Hours (Help Desk Availability Period).	100% other than in exceptional circumstances
The Help Desk shall respond to and resolve Requests related to Software and Hardware as follows: - Priority 1 (unavailability of the entire system or a major function of it, causing significant business impact): maximum response target 2 Business Hours, maximum resolution target 8 Business Hours; - Priority 2 (unavailability of the entire system or a major function of it, causing limited business impact): maximum response target 4 Business Hours, maximum resolution target 12 Business Hours; - Priority 3 (problems causing inconvenience, minor disruption or restricting performance): maximum response target 1 Business Day, maximum resolution target 5 Business Days; - Priority 4 (non-urgent problems causing slight irritation but where workarounds are available; cosmetic or general enquiries for information): maximum response target 1 Business Day, maximum resolution target date of next version release. - Kiosk/Scanner: on-premises repair or replacement within 5 Business Days; - Calling Screens: on-premises repair or replacement within 5 Business Days; - Media Players: on-premises repair or replacement within 5 Business Days For all Requests the time period for the relevant maximum response target shall start when the Request is received by the Help Desk and the time period for the maximum resolution target shall start once you have provided remote access to the relevant Software or remote or on-premises access to the Hardware in accordance with this Contract.	98% of Requests to be responded to within the relevant maximum response target 90% of Requests to be resolved within the relevant maximum resolution target

Schedule 2 Acceptable Use Policy

2 Restrictions on use

- 2.1 As a condition of use of the Services, you (on your own behalf and on behalf of all Authorised Affiliates and Authorised Users) and each Authorised User agree not to use the Services nor permit them to be used:
- 2.1.1 for any purpose that is unlawful under any applicable law;
 - 2.1.2 to commit any act of fraud;
 - 2.1.3 to distribute any Virus;
 - 2.1.4 for purposes of promoting unsolicited advertising or sending spam;
 - 2.1.5 to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information;
 - 2.1.6 in any manner that disrupts our operations, business, equipment, websites or systems or those of any other person or entity (including any denial of service and similar attacks);
 - 2.1.7 in any manner that harms or may endanger minors or any other person;
 - 2.1.8 in connection with any service, use or purpose where the failure of the Services (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
 - 2.1.9 to promote any unlawful activity;
 - 2.1.10 to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
 - 2.1.11 to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
 - 2.1.12 in any manner which may impair any other person's use of the Services or use of any other services provided by us to any other person;
 - 2.1.13 to attempt to circumvent any security controls or mechanisms;
 - 2.1.14 to attempt to circumvent any password or user authentication methods of any person;
 - 2.1.15 in any manner inconsistent with or in breach of this Contract, the relevant User Manual or any instructions provided by us from time to time.

3 Customer Data and communication standards

- 3.1 Any Customer Data or communication made on or using the Services by any person must conform to appropriate and lawful standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting

reasonably. You warrant and undertake that any Customer Data and each such communication shall at all times be:

- 3.1.1 submitted lawfully and without infringement of any IPR of any person;
- 3.1.2 free of any Virus (at the point of entering any of the Products or our systems);
- 3.1.3 factually accurate;
- 3.1.4 provided with all necessary consents of all relevant third parties;
- 3.1.5 not defamatory or likely to give rise to an allegation of defamation;
- 3.1.6 not obscene, seditious, vulgar, pornographic, sexually explicit, discriminatory or deceptive;
- 3.1.7 not abusive, threatening, offensive, harassing or invasive of privacy;
- 3.1.8 free of any content or activity that is, or may reasonably be suspected to be, terrorist in nature;
- 3.1.9 not racist, sexist or xenophobic;
- 3.1.10 not of a nature that any courts, regulators, law enforcement authorities or other governmental authorities may order be blocked, deleted, suspended or removed;
- 3.1.11 not liable to offend religious sentiments or deeply held beliefs; and
- 3.1.12 unlikely to cause offence, embarrassment or annoyance to any person.

4 Linking and other intellectual property matters

- 4.1 As a condition of use of the Services, you (on your own behalf and on behalf of all Customer Affiliates and Authorised Users) and each Authorised User agree not to:
 - 4.1.1 create a frame or any other browser or border environment around the content of the Services (or any part);
 - 4.1.2 display any of the trade marks or logos used on the Services without our permission together with that of the owner of such trade marks or logos; or
 - 4.1.3 use our trade marks, logos or trade names in any manner.