

Service Agreement: Automated Care Navigation

We exist to make free healthcare sustainable

Healthtech-1 has developed **Automated Care Navigation**, a service that helps healthcare organisations route patients to the right care first time through AI-powered triage, intelligent pathway routing, and automated appointment booking, with the aim of reducing administrative burden and improving patient access to appropriate services.

This Agreement is made between:

Healthtech-1 Limited (hereafter “Healthtech-1”, “we”, “us”, or “our”), a company registered in England.

and

Your Healthcare Organisation (hereafter the “Healthcare Organisation”, “you”, or “your”).

Definitions

The terms used in this Agreement shall have the meanings set out below, or where not defined, their ordinary and reasonable meaning.

“Automated Care Navigation” (“Service”): The cloud-based digital triage and care navigation service provided by Healthtech-1, including AI-powered patient request categorisation, pathway routing, pharmacy diversion, and automated appointment booking.

“Patients”: Any individual submitting a care request or seeking access to healthcare services through the Service.

“Healthtech-1 Hub”: The web-based administrative interface used by authorised users to configure, manage, and monitor the Service.

Using the Service

By signing this Agreement, you confirm that:

- You have the authority to agree to these terms on behalf of your organisation.
- You will use the Service solely in a professional capacity in connection with the provision of healthcare services.

- You will comply with all applicable laws and regulations, including NHS standards, UK GDPR, and the Caldicott Principles.
- You will provide accurate and complete information to Healthtech-1 and promptly notify us of any material changes.

By using the Service, you further agree that:

- Automated Care Navigation will operate alongside your existing clinical systems and does not replace clinical decision-making.
- You will not copy, modify, reverse engineer, or create derivative works from any part of the Service.
- You will provide reasonable cooperation, access, and information necessary for Healthtech-1 to deliver the Service.
- You are responsible for maintaining the confidentiality and security of all user credentials and access permissions.

Healthtech-1 Commitments

Healthtech-1 aims to:

- Provide a reliable and scalable care navigation service to support timely access to appropriate care.
- Maintain service availability and monitor performance metrics such as uptime, request processing, and pathway outcomes.
- Provide onboarding, documentation, and operational support during normal UK business hours.
- Collaborate with you to optimise pathways, configuration, and patient experience.

Data Protection

You acknowledge that you are the **Data Controller** and Healthtech-1 acts as the **Data Processor** for patient personal data processed under this Agreement.

Processing of personal data is governed by the applicable Data Processing Agreement between the parties. In connection with Automated Care Navigation, Healthtech-1 may process patient request data, including:

- Patient identifiers and contact details
- Request content and responses to dynamic questions
- Pathway routing outcomes
- Appointment booking information
- Audit and operational metadata

Upon request, you will provide Healthtech-1 with access to relevant systems and configurations required to operate the Service in accordance with this Agreement.

Price of the Service

Pricing for Automated Care Navigation will be as agreed between the parties in a separate order form, sign-up form, or commercial agreement.

Unless otherwise agreed:

- Invoices will be issued monthly.
 - Payment terms are 30 days from invoice date.
 - All prices are exclusive of VAT.
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Duration and Termination

This Agreement commences on the date of the last signature and continues until terminated.

Either party may terminate this Agreement by providing one month's written notice. Healthtech-1 may suspend or terminate the Service immediately where required for legal, regulatory, or security reasons.

Upon termination:

- Healthtech-1 will return or securely delete personal data in accordance with the Data Processing Agreement and applicable law.
 - Any rights or obligations accrued prior to termination remain unaffected.
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Intellectual Property and Licence

Healthtech-1 grants you a non-exclusive, non-transferable, revocable licence to use the Service for the purposes set out in this Agreement.

All intellectual property rights in Automated Care Navigation and associated Healthtech-1 services remain the property of Healthtech-1. Any feedback or suggestions provided may be used by Healthtech-1 without restriction.

Technology

Healthtech-1 may update or modify the Service from time to time to improve functionality, security, or compliance.

Service availability may be affected by third-party dependencies or factors outside Healthtech-1's reasonable control. Healthtech-1 will use reasonable efforts to minimise disruption.

Security and Compliance

Healthtech-1 applies industry-standard security measures consistent with NHS requirements, including compliance with the NHS Data Security and Protection Toolkit.

You agree to:

- Maintain the security of your own systems and access credentials.
- Restrict access to authorised users only.
- Promptly notify Healthtech-1 of any suspected security incident or unauthorised access.

Both parties agree to comply with applicable data protection and healthcare regulations.

Liability

The Service is provided on an “as is” basis without warranties as to uninterrupted availability or fitness for a particular purpose.

Healthtech-1 shall be liable for foreseeable losses arising directly from its breach of this Agreement. Healthtech-1 shall not be liable for indirect or consequential losses, including loss of profits or third-party claims.

Healthtech-1's total aggregate liability under this Agreement shall not exceed **£1,000,000 per contract year**, except where liability cannot be limited by law.

Third Parties

The Service may rely on third-party sub-processors, including hosting, messaging, and analytics providers. Healthtech-1 ensures appropriate contractual safeguards are in place but is not responsible for failures caused solely by such third parties.

General

Changes to Terms: Healthtech-1 may update these Terms from time to time and will notify you of material changes.

Assignment: You may not assign this Agreement without prior written consent. Healthtech-1 may assign or subcontract provided there is no material adverse impact.

Governing Law: This Agreement is governed by English law, and the courts of England have exclusive jurisdiction. The parties will seek to resolve disputes in good faith before litigation.

Acceptance & Agreement

By signing below, the parties agree to the terms of this Agreement.

For Healthtech-1 Limited For the Healthcare Organisation

Signature: Signature:

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Date: Date:

Name: Rajkumar Kohli Name:

Title: Director Title:

Company: Company: