

Terms and Conditions

MyCardium AI Ltd Terms and Conditions for Software Solutions .

1. Interpretations

1.1 Definitions

- **Affiliate:** Any company within the MyCardium AI Ltd group.
- **Applicable Data Protection Laws:** All laws and regulations, including those of the European Union, EEA, Switzerland, and the United Kingdom, applicable to processing Personal Data under the Contract.
- **Confidential Information:** Information received under the Contract that (a) comprises Personal Data (as defined in the Data Protection Act 2018); (b) could prejudice commercial interests of either party; or (c) is a trade secret.
- **Contract:** These terms, the Quotation, and the Customer's unconditional acceptance of the Quotation. In case of conflict, the Quotation prevails.
- **Contractor:** MyCardium AI Ltd, including any approved third-party sub-contractors.
- **Contract Price:** The price (exclusive of VAT) payable as specified in the Quotation.
- **Customer:** The entity receiving Software or Services under this Contract, including its authorized Affiliates.
- **Controller, Data Subject, Personal Data, Processing, Processor:** As defined in Article 4 of the GDPR.
- **Deliverables:** Software specified in the Quotation.
- **GDPR:** Regulation (EU) 2016/679 on data protection.
- **Intellectual Property Rights:** All patents, copyrights, trademarks, trade secrets, and other intellectual property rights, whether registered or unregistered.
- **Quotation:** The Contractor's form specifying payments, Deliverables, and Services, including annexed specifications.
- **Services:** Software support and maintenance services specified in the Quotation.
- **Software:** Software provided as part of the Deliverables.
 - **Sub-processor:** Any Processor engaged by the Contractor.
 - **Support Services:** Services outlined in Exhibit 1 (Terms of Support Delivery).

1.2 Number and Gender: Singular includes plural, and masculine includes feminine, unless context requires otherwise.

1.3 Headings: Headings do not affect interpretation.

1.4 Severability: Invalid provisions are severed without affecting the remaining Contract.

1.5 Entire Contract: This Contract is the complete agreement, superseding all prior agreements or communications, except for fraudulent statements.

1.6 Law: The Contract is governed by and construed according to the laws of England and Wales, with non-exclusive jurisdiction of its courts.

2. Force Majeure

2.1 Neither party is liable for failure to perform due to events beyond reasonable control (force majeure). Parties must use reasonable efforts to perform during such events.

2.2 If a force majeure event prevents material performance for 90 days, parties may agree on terms to continue or terminate the Contract.

2.3 Notice of force majeure must be given promptly, including relevant details.

2.4 Industrial action or subcontractor failure (unless due to force majeure) is not excused.

3. Corrupt Practices

3.1 The Contractor shall not offer gifts or inducements to Customer personnel or pay undisclosed commissions related to the Contract.

3.2 Breaches of clause 3.1 or the Bribery Act 2010 allow the Customer to terminate the Contract and recover losses.

4. Variations

4.1 No amendments to the Contract are valid unless agreed in writing by both parties.

4.2 The Contract is non-assignable.

4.3 Sub-contracting requires the Customer's prior written consent, not unreasonably withheld.

5. Payment

5.1 The Customer shall pay the Contract Price (exclusive of VAT) within 30 days of a valid invoice, which must include the order number and description of Deliverables/Services.

5.2 The Contractor may adjust annual support fees on each anniversary based on the Retail Price Index (RPI), not exceeding the average RPI of the prior three months.

6. Liability and Indemnity

6.1 Limitation of Liability:

- Neither party limits liability for death or personal injury caused by negligence or other non-excludable liabilities under English law.
- Liability for damage to tangible property is capped at £1,000,000 per incident or series of incidents.
- Other liabilities are capped at the Contract Price.
- Neither party is liable for loss of profits, revenue, goodwill, anticipated savings, indirect/consequential loss, data corruption (unless willful), or specific performance.

6.2 Indemnity: The Contractor indemnifies the Customer against claims for infringement of intellectual property rights arising from the Customer's use of the Software, subject to the Customer granting exclusive control of defence and not prejudicing it.

6.3 Insurance: The Contractor shall maintain adequate insurance for its obligations, with coverage for property damage at least equal to the liability cap in 6.1.

7. Termination

7.1 The Customer may terminate if the Contractor faces insolvency or similar events materially affecting performance.

7.2 Either party may terminate for:

- Material breach not remedied within a reasonable time after notice.

- Convenience, with 60 days' notice (Contracts ≤ 1 year) or 90 days' notice ending on the anniversary (Contracts > 1 year).

7.3 For termination of support services, the Customer pays a Termination Fee reflecting the Contractor's loss, including a 5% administration fee (minimum £100, maximum 100% of Contract Price).

7.4 Termination does not affect accrued rights.

7.5 Notice of termination must be in writing to the Contractor's Sales Director or the Customer's address in the Quotation.

7.6 The Contractor shall refund advance payments for unaccepted Deliverables upon termination.

8. Confidentiality

8.1 Each party shall keep Confidential Information confidential and not disclose it without prior written consent, except for:

- Information already known to the Recipient.
- Information in the public domain (not due to breach), obtained lawfully by a third party, or authorized for release.

8.2 Disclosure is permitted if required by law or regulatory process, or by the Contractor to its holding company, provided confidentiality is maintained.

8.3 The Customer may disclose Confidential Information for benchmarking, ensuring confidentiality is maintained.

9. Data Protection

9.1 The Customer is the Controller, and the Contractor is the Processor for Personal Data. Both comply with Applicable Data Protection Laws.

9.2 The Contractor processes Personal Data only as instructed by the Customer or required by law, not for its own purposes.

9.3 Personal Data shall not be transferred outside the EEA or approved countries without Customer consent and compliance with data protection laws.

9.4 The Contractor ensures personnel processing Personal Data are bound by confidentiality agreements.

9.5 The Contractor may use Affiliates or third-party Sub-processors, subject to clause 4.3, and remains liable for their actions. A list of Sub-processors is available on request.

9.6 The Contractor notifies the Customer of Data Subject requests and assists with responses, subject to Customer consent.

9.7 The Contractor assists with data protection impact assessments if processing poses high risks.

9.8 Personal Data is returned or deleted upon Contract termination, except where retention is legally required.

9.9 The Contractor provides compliance information upon request and allows audits, with costs reimbursed by the Customer. Audits are limited to once per 12 months unless required by law or due to a Security Incident.

10. Security

10.1 The Customer maintains premises security, and the Contractor complies with reasonable security requirements.

10.2 The Contractor is responsible for its property on Customer premises, except for losses due to the Customer's willful acts.

10.3 The Customer is responsible for data and Software security, except for losses caused by the Contractor's willful acts, subject to the Customer following industry-standard security practices.

10.4 The Contractor implements measures to protect Personal Data against Security Incidents and notifies the Customer promptly of any incidents, assisting with mitigation and reporting.

11. Delivery and Acceptance

11.1 Software is delivered as specified in the Quotation, with a delivery note including the order number and description.

11.2 Post-installation, Software undergoes acceptance testing using the Contractor's standard diagnostics. The Customer issues or signs an acceptance certificate upon satisfactory completion, not unreasonably withheld for minor defects.

11.3 Software is deemed accepted if the Customer uses it productively or fails to commence testing within 14 days of delivery (unless due to Contractor fault).

12. Title and Risk

12.1 Risk in Software passes on delivery. Title to Software remains with the Contractor, subject to the license in clause 13.

13. Software License

13.1 The Contractor grants a non-exclusive, non-transferable license to use the Software for processing Customer-owned data, subject to limitations in the Quotation or third-party license terms.

13.2 The Customer shall not modify, copy, decompile, reverse engineer, or tamper with the Software without Contractor consent.

13.3 The Customer ensures adequate security for Software and notifies the Contractor of unauthorized use. The Contractor may monitor Software usage remotely.

14. Specification and Warranty

14.1 Software meets the manufacturer's published specifications and any Quotation descriptions at acceptance and for 90 days thereafter.

14.2 Services are provided with reasonable care and skill, meeting Quotation specifications.

14.3 All other warranties, express or implied, are excluded to the extent permitted by law.

15. Support Services

15.1 Support Services commence and terminate as specified in the Quotation, with 90 days' notice for termination (expiring on the anniversary).

15.2 Support includes remedial services and updates/patches per Exhibit 1, but excludes upgrades unless specified.

15.3 The Contractor is not liable for performance failures due to Customer refusal of recommended actions, unsupported Software versions, or unauthorized modifications.

16. Customer Responsibilities

16.1 The Customer secures its systems, notifies the Contractor of issues, and provides a system administration contact for support and quarterly reviews.

16.2 The Customer ensures remote access to the Software via the HSCN network; otherwise, support is on a best-effort basis.

17. Third Party Rights

17.1 Only the parties to the Contract have enforceable rights under it, per the Contracts (Rights of Third Parties) Act 1999.

Exhibit 1: Terms of Support Delivery

Definitions

- **Patch:** A software fix not constituting an Upgrade or Update.
- **Upgrade:** A major new Software release (e.g., version 14.0 replacing 13.7).
- **Update:** An amendment to the existing Software version (e.g., version 13.8 replacing 13.7).

1. Duration

Support Services commence and terminate as specified in the Quotation.

2. Scope

Support Services include:

Service	Included
Remedial Support	Yes
Preventative Maintenance (Patches/Updates)	Yes
Software Upgrades	Yes

Service Cover
Time

09:00–18:00, Monday–Friday (excluding UK public holidays), unless 24x7 Priority 1 support is specified

2.1 Remedial Support

- Applies to Software faults causing serious impairment.
- The Customer logs Service Requests (SRs) via the Contractor's web-based system or phone (number provided at contract start).
- SR priorities and response times:
 - Priority 1 (Critical): 60 minutes.
 - Priority 2 (Medium): 4 working hours.
 - Priority 3 (Low): 1 working day.
- The Contractor communicates resolution; the Customer closes SRs within 2 days or the Contractor may close them.

2.2 Preventative Maintenance

- Includes Patches and Updates to correct defects or improve functionality, provided at no extra cost.
- Mandatory Patches may require 4-hour system access, ideally outside core hours (08:00–18:00, Monday–Friday).

3. Exclusions

Support Services do not cover:

- Software not at the latest or penultimate release level.
- Customer modifications, neglect, or misuse.
- Third-party software/hardware failures (unless specified).
- Incidents due to accidents, disasters, or willful damage by non-Contractor parties.

4. General Assistance

- Requests for functional enhancements or general assistance are logged as Priority 3 SRs, provided on a reasonable endeavours basis, with potential charges for significant effort.