Dosium Holdings Limited

Supplier Terms for Clinical Decision Support Services

Touchdose is a software-only medical device which embeds within electronic health record systems and which is designed to provide Clinical Decision Support (CDS) for medication dosing. It allows users to query a pre-configured medication formulary to retrieve dosing recommendations based on specific input parameters. Additionally, Touchdose may provide supplementary information to enhance the safe and effective use of medications.

The Supplier may also provide a separate software platform and related services that enable medication content to be created, configured, reviewed, validated and maintained prior to clinical use. This platform supports the clinical and operational review of medication content and its preparation for use within Touchdose or other Supplier solutions. Where a Customer elects to include locally defined medication content within their deployment, the Supplier may incorporate such content into a configured formulary for use by Touchdose and/or for publication in other agreed formats. Depending on the Customer's requirements, the Supplier may supply this platform together with medication content (including third-party content such as the British National Formulary and/or locally defined formulary content), or may supply medication content independently of the platform.

Together, Touchdose and any such platform and related services are referred to in these Supplier Terms as the "**Software**".

"Buyer" means the contracting public sector body purchasing the Services under this Agreement (being an Authority as defined in the G-Cloud Framework Agreement).

1. The Buyer acknowledges and agrees that the Software is designed to aid healthcare professionals in the care of patients, not replace clinical judgement, and that the Buyer and its employees, agents and other end-users of the Software (**End-users**) shall be appropriately qualified and experienced in prescribing, verifying and administering medications to patients.

2. The Buyer shall remain at all times responsible for ensuring its End-users:
    a. Evaluate whether the information provided by the Software is clinically appropriate for their patients, and;
    b. Exercise independent clinical judgement when prescribing medications and verifying medication prescriptions.

3. The Buyer acknowledges that the Software utilises patient data communicated to it by the Buyer's healthcare professionals or through integration with the Buyer's electronic healthcare record. Any errors or inaccuracies in such inputted data are the sole responsibility of the Buyer and are likely to affect the performance of the Software.

4. The Buyer acknowledges and agrees that the Software does not tailor its responses to account for patient variables or considerations that have not been communicated to the Software, such as allergy considerations, pregnancy status, or other factors as detailed in the Instructions for Use.

5. To the extent that data from the British National Formulary (**BNF**) or British National Formulary for Children (**BNFC**) is made available in the Software, such data is provided on an 'as is' and 'as available' basis. Accordingly, the Supplier does not give and cannot procure that the Royal Pharmaceutical Society of Great Britain (**RPSGB**) shall give any warranty (express or implied) or make any representation that the BNF and/or BNFC data:
    a. will be suitable for any particular requirement or for any particular use, and/or;
    b. are complete, accurate, or up to date.

6. The Buyer acknowledges that any local data input by the Supplier for inclusion in the Software is based on information provided by the Buyer. The Supplier does not guarantee the accuracy or completeness of such local data and the Buyer is responsible for verifying the data through its quality assurance process.

7. The Supplier shall not be liable for any outcomes resulting from prescribing decisions made by the Buyer's healthcare professionals, whether or not such decisions were made with the assistance of the Software or any other services provided by the Supplier, save to the extent that such outcomes are caused or contributed to by the Supplier's breach of this Agreement or the Supplier's negligence.

8. The Buyer acknowledges that the use of the Software by its End-users is subject to the terms and conditions set forth in the respective Acceptable Use Policies and Instructions for Use for the Software, as provided by the Supplier.

9. The Buyer shall be responsible for ensuring that all End-users are appropriately qualified and experienced in prescribing, verifying and administering medications to patients, receive appropriate and adequate training on the use of the Software, and comply with the Seller's Acceptable Use Policy and Instructions for Use when accessing and using the Software.

10. The Buyer agrees to indemnify and hold the Supplier harmless against any claims, damages, liabilities, costs, and expenses (including legal fees) arising out of or in connection with the:

    a. Use of the Software by the Buyer and/or its healthcare professionals, including but not limited to any patient claims against the Supplier related to clinical decisions made by End-users and/or the Buyer;

    b. Actions or omissions of any third-party systems, platforms or service providers that integrate with, host, or otherwise affect the operation or use of the Software.

11. The Supplier shall have no liability for any claim, damage or loss arising out of or in connection with any failure, interruption or unavailability of third-party services or systems not owned or controlled by the Supplier. The Buyer acknowledges and agrees that the Supplier does not operate or exert control over such third party services and that the Supplier is not responsible for the availability, functionality, or reliability of the same.

12. The Supplier shall provide the services as described in the Service Specification without warranty that use of the Software will be uninterrupted or error-free.

13. With reference to Framework Special Term 3.5.1 (which states that “the Supplier shall not access, store, copy, disclose or use any Buyer Content uploaded to the relevant cloud platform(s) other than for the sole purpose and to the extent necessary to provide the Services or as otherwise approved in advance and in writing by the Buyer”), the Buyer hereby gives the Supplier written permission to retain anonymised data indefinitely (in accordance with applicable data protection legislation) for the purposes of machine learning and improving the Software and the Buyer’s services, provided that such anonymised data does not contain any Personal Data.

14. The Buyer shall:

    a. As appropriate, provide copies of or give the Supplier access to such of its policies that are relevant to the provision of the Services;
    b. Fulfil its responsibilities set out in the Service Specification, and
    c. Provide the Supplier with reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Buyer of any such cooperation necessary in circumstances where such cooperation will require the Buyer to plan for and/or allocate specific resources in order to provide such cooperation.