

Software as a Service (SaaS) Terms and Conditions

1. Introduction

- 1.1 These terms and conditions are a contract between Practice Toolkit, the trading name of DXO Ltd, incorporated in Jersey (registered number 152468, having its registered office at 1 Le Pepiniere, La Rue Du Boulay, Trinity, JE3 5JE, Jersey ("Supplier") and the organisation with whom the Supplier is contracting to provide services to represented Practices ("Buyer").

2. Definitions and interpretation

- 2.1 The following capitalised terms have the following meanings in this agreement:

Activation Fee: a one-off fee per Practice, this is not charged again if undertaking additional 12 month Subscription Period.

Applicable Laws: all applicable laws, regulations and codes of conduct.

Business Day: Monday to Friday excluding bank/public holidays in England.

Business Hours: 9am to 5pm (UK time) on Business Days.

Practice Data: all data that is uploaded to the Platform by or on behalf of the Practice and/or comprised in Outputs.

Practice Personal Data: Personal Data (including that of patients) that is processed by the Supplier on behalf of the Practices in relation to this agreement represented by the Buyer.

Data Protection Legislation: as defined in Schedule 1.

Intellectual Property Rights: worldwide copyright, design rights, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in confidential information.

Month: calendar month.

Outputs: reports and other information created or generated by the Platform for the benefit of the Practices.

Personal Data: as defined in Schedule 1.

Platform: the Supplier's web-based system used to provide the Services.

Practices: Practices represented by the Buyer

Services: the Tools and any related services provided by the Supplier to the Practices.

Subscription Start Date: the start of a 12 month subscription period.

Subscription Fee: the start of a 12 month subscription period.

Tools: the tool offered by the Supplier - Patient Recall Optimiser

Total Patients: the total number of individual patients registered in each Practice at the time of Subscription Start Date request by the Buyer.

in writing: all forms of visible reproduction in permanent form (including email unless otherwise stated).

- 2.2 Words in the singular include the plural and vice versa. References to a “person” shall include any individual, firm, unincorporated association or body corporate. Any reference in this agreement to any provision of a statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time. The word “including”, unless the context otherwise requires, shall mean “including without limitation”. The headings in this agreement are for convenience only and shall not affect its interpretation.

3. Services

- 3.1 Subject to this agreement, the Supplier shall provide the Services with reasonable skill and care.
- 3.2 For the avoidance of doubt, the Supplier shall be entitled to suspend or terminate the Services at any time if we are not satisfied that the person dealing with us is not authorised has been authorised to act for the relevant Buyer.

4. Practices' obligations

- 4.1 The Practices represented by the Buyer agrees that:
- 4.1.1 it shall provide reasonable cooperation to the Supplier in connection with the Services;
 - 4.1.2 it shall not permit anyone other than its own employees/contractors to use the Platform unless otherwise agreed in writing by the Supplier;
 - 4.1.3 it shall ensure that authorised users use the Services in accordance with this agreement;
 - 4.1.4 it shall take reasonable care, including reasonable security measures relating to account access details, to ensure that no unauthorised person may gain access to the Platform and to promptly notify the Supplier of any apparent security breach;
 - 4.1.5 it shall not make or attempt to make any alterations to the Platform; and
 - 4.1.6 it shall not use the Services in any way that causes, or might reasonably be expected to cause, damage to the Platform or impairment of the availability or accessibility of the Services.

5. Practice Data

- 5.1 If the Practice authorises the Supplier to integrate the Platform with the system of the Practice's clinical system partner (“Partner”) in order to enable automatic upload of Practice Data to the Supplier, the Practice agrees that it is responsible for compliance with any applicable provisions of the contract between the Practice and the Partner, including procuring any applicable consent or required cooperation from the Partner.
- 5.2 The Practice acknowledges that is responsible:
- 5.2.1 for regularly checking that Practice Data has been successfully synced with the frequency required by the Practice; and
 - 5.2.2 for regularly checking the accuracy of Practice Data as it appears within the Platform.
- For the avoidance of doubt, the Supplier is not liable if any Tool does not function as expected by the Practice where this arises from the Practice's failure to comply with the foregoing.
- 5.3 The Practice acknowledges that communications sent to a patient via the Platform may not be received by the patient for whatever reason. The Practice is responsible for following up with patients who do not respond.

6. Fees

- 6.1 The Buyer shall pay the Supplier's applicable fees including:
- 6.1.1 the one-off Activation Fee
 - 6.1.2 the Subscription Fees relating to 12 monthly subscription period

- 6.2 The Supplier shall be entitled to invoice the Buyer based on Subscription Start Date the Buyer decides. Payable by or before the date of the Subscription Start Date.
- 6.3 Access to Practice Toolkit will only be enabled for Practices once payment has been received for the relevant Subscription Period, even if this is after the Subscription Start Date.
- 6.4 Renewal of additional 12 monthly subscriptions must be requested at least 60 calendar days in advance of the renewal and continued access is conditional of payment being received prior to the renewal
- 6.5 For the avoidance of doubt, the Buyer shall not be entitled to a refund if a Practice deletes their account
- 6.6 The Buyer shall pay the Supplier's fees without any withholding, deduction, counterclaim or setoff.
- 6.7 The Supplier is entitled to suspend the Services if and for so long as any fees are unpaid past their due date.

7. Support and maintenance

- 7.1 The Supplier shall provide specific onboarding support via Teams sessions per Practice to support the Practice in setting up their customised Recall List, Integrating Patient Data and Invite or Messaging process.
- 7.2 The Supplier shall provide support by email and by other methods in its discretion during Business Hours or any alternative times specified by the Supplier from time to time. Unless otherwise agreed by the Supplier in writing, such support shall be provided to the authorised users of the Practice and shall only relate to faults in the Service.
- 7.3 When seeking support, the Practice shall use its best endeavours so supply all relevant information to the Supplier in order to enable the Supplier to diagnose faults.
- 7.4 The Supplier shall use reasonable endeavours to respond to support issues within one Business Day and to resolve them within three Business Days or as soon as possible thereafter.
- 7.5 The Supplier is entitled without notice and without liability to suspend the Services for repair, maintenance, improvement or other technical reason. For any planned maintenance, the Supplier will endeavour to provide reasonable notice.

8. Term and termination

- 8.1 The Supplier is entitled to terminate this agreement:
 - 8.1.1 at any time with immediate effect by giving notice in writing to the Buyer if the Supplier considers that the Buyer has behaved in an abusive or other inappropriate manner towards the Supplier's staff.
 - 8.1.2 as of the end of any Subscription Period by giving notice in writing to the Buyer at any time prior to the end of such Subscription Period;
- 8.2 Either party may terminate this agreement immediately on notice in writing if the other:
 - 8.2.1 is in material default of its obligations under this agreement and (where remediable) has failed to substantially remedy the default within 14 days after notice in writing (not email) is given to the defaulting party specifying the default; or
 - 8.2.2 suffers, or threatens to suffer, any form of insolvency, receivership, administrative receivership, administration or ceases, or threatens to cease, to carry on business.
- 8.3 Upon the expiration or termination of this agreement for any reason:
 - 8.3.1 accrued rights and liabilities will be unaffected; and
 - 8.3.2 all clauses which are expressed or clearly intended to survive termination shall survive together with any other provision necessary for the interpretation or enforcement of this agreement.

9. Warranties

- 9.1 The Supplier:
- 9.1.1 excludes all implied terms, conditions, warranties and representations howsoever arising that are not expressly stated in this agreement;
 - 9.1.2 makes no warranty that the Services are error free or that their use will be uninterrupted or free from vulnerabilities; and
 - 9.1.3 makes no warranty that the Buyer or Practices will achieve any revenue or other objective as a result of using the Services.
- 9.2 The Buyer warrants that it owns or has obtained all necessary rights, permissions and licences to enable the Supplier's use of Practice Data under this agreement.
- 9.3 Each party warrants to the other that it shall comply with Applicable Laws and not infringe any third party rights in connection with this agreement.

10. Liability

- 10.1 Nothing in this agreement in any way excludes or restricts either party's liability for negligence causing death or personal injury or for fraud or fraudulent misrepresentation or for any liability which may not legally be excluded or limited. In this section, any reference to a party includes that party's officers, employees, agents and subcontractors, who have the right to enforce this agreement.
- 10.2 Subject to clause 10.1, the Supplier shall under no circumstances whatever be liable under or in connection with this agreement, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any:
- 10.2.1 loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings; or harm to reputation or loss of goodwill; or
 - 10.2.2 indirect, consequential or special losses.
- 10.3 Subject to the clause 10.1, the total liability of the Supplier in respect of all other losses arising under or in connection with this agreement whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, of any kind for any act or omission or series of connected acts or omissions shall in no circumstances exceed the total fees payable to the Supplier in the 12 months before the first act or omission complained of.
- 10.4 The Buyer agrees to indemnify the Supplier against all claims and liabilities related to the Practice's use of the Services or breach of this agreement except insofar as the Supplier is at fault.
- 10.5 This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any previous communications or agreements between the parties in relation to such matters including any proposals or presentations (unless otherwise expressly stated in this agreement). Both parties acknowledge that there have been no misrepresentations and that neither party has relied on any pre-contractual statements.

11. Intellectual Property Rights

- 11.1 Save as expressly stated otherwise, nothing in this agreement shall operate to assign or transfer any Intellectual Property Rights from either party to the other.
- 11.2 The Supplier grants to the Practices a non-exclusive, non-transferable right for the Practices to use the Services during the period of this agreement.
- 11.3 The Buyer hereby grants to the Supplier a non-exclusive licence to copy, reproduce, store and export, the Practice Data to the extent reasonably required for the performance of the Supplier's obligations and the exercise of the Supplier's rights under this agreement.

12. Data Protection

- 12.1 The Buyer acknowledges and agrees that the Supplier may process the Practice's personal information in accordance with the terms of its [privacy policy](#) which is subject to change from time to time.
- 12.2 Insofar as the Supplier acts as a processor, both parties shall comply with the Data Processor Agreement at Schedule 1.

13. Confidentiality

- 13.1 Each party shall in respect of the other party's confidential information (meaning information in any form of a clearly confidential nature obtained in connection with this agreement including the Practice Data in the case of the Practice):
- 13.1.1 make reasonable efforts to keep it confidential and secure, using as a minimum the same degree of care as it uses to protect its own confidential information;
 - 13.1.2 not disclose it to anyone else (except employees, agents or subcontractors who need to know the information); and
 - 13.1.3 only use it for the purpose of this agreement.
- 13.2 This confidentiality requirements above shall not apply to information which:
- 13.2.1 becomes public knowledge other than through a breach of this agreement;
 - 13.2.2 can be shown to have been lawfully in the possession of the recipient before the disclosure took place;
 - 13.2.3 is lawfully obtained from a third-party;
 - 13.2.4 is disclosed under legal, accounting or regulatory requirements; or
 - 13.2.5 is disclosed to any person with a bona fide and legitimate interest in such information who enters into a confidentiality agreement on similar terms to this clause including, but not limited to, a prospective purchaser of or investor in the business of either party and provided that such person undertakes only to use the information for the purpose of such bona fide and legitimate interest.

14. Non-solicitation

- 14.1 The Buyer agrees that, during this agreement and for 24 months thereafter, it will not either for itself or for or in conjunction with anyone else solicit, employ, engage or entice away or attempt to do so any employees, agents or subcontractors used by the Supplier, or by any company connected with the Supplier, in connection with the Service.

15. General

- 15.1 Neither party is liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond that party's reasonable control including acts of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the contract, strike, lockout or boycott or other industrial action including those involving the party's or its suppliers' workforce, or epidemics/pandemics but excluding circumstances resulting in the Buyer's inability to pay
- 15.2 Any notice required by this agreement to be given by any party in writing may be given by hand or sent (by special delivery within the UK/Jersey or by international signed for post outside the UK/Jersey) to another party at its registered office or such other address as that party may notify to the other party for this purpose from time to time or, unless stated otherwise, by email, subject to the email not having been returned. Notices sent by hand are deemed received on receipt of a signature at the time of delivery. Notices by special delivery are deemed received on the second English business day after posting and by international signed-for post on the fourth English business day after posting. Emails are deemed received when sent.
- 15.3 Unless otherwise expressly provided in this agreement, no amendment or variation of this agreement shall be effective unless in writing, expressed to be an amendment to this agreement and signed by a

duly authorised representative of each of the parties.

- 15.4 The Buyer shall not be entitled to assign or transfer any of its rights or obligations under agreement without the prior consent in writing of the Supplier not to be unreasonably withheld or delayed. The Supplier is entitled to subcontract any of its obligations under this agreement but remains liable to the Buyer and Practice for performance of those obligations.
- 15.5 The failure of a party to exercise or enforce any right under this agreement shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any time or times thereafter.
- 15.6 If any provision of this agreement is held to be unlawful, void or unenforceable in whole or in part, this agreement shall continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the offending provision in good faith to achieve the same objects.
- 15.7 Save insofar as expressly provided otherwise in this agreement, no third party may enforce any clause in this agreement under the Contracts (Rights of Third parties) Act 1999.
- 15.8 The relationship of the parties is that of independent contractors. Except as otherwise stated in this agreement, nothing in this agreement shall constitute the parties as partners, joint venturers or co-owners, or constitute any party as the agent, employee or representative of the other(s), or empower any party to act for, bind or otherwise create or assume any obligation on behalf of the other(s), and no party shall hold itself out as having authority to do the same.
- 15.9 This contract is subject to the law, and exclusive jurisdiction of the courts, of England and Wales.

SCHEDULE 1

DATA PROCESSOR AGREEMENT

BACKGROUND

This Data Processor Agreement (the "DPA") sets out the terms, requirements, and conditions on which the Supplier (referred to herein as "the Processor") will process Personal Data on behalf of the Practices (referred to herein as "the Controller").

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Saas Agreement:** the main part of the agreement to which this DPA is a schedule.
- 1.2 **Data Protection Legislation:** the UK General Data Protection Regulation ("UK-GDPR"), Data Protection (Jersey) Law 2018 ("DPJL") each as may be amended from time to time and such other data protection laws and regulations relating to the processing, privacy, and use of Personal Data applicable to the parties.
- 1.3 **Personal Data:** any information relating to an identified or identifiable natural person as defined in the relevant Data Protection Legislation.
- 1.4 The Appendices form part of this DPA and have the same legal force.
- 1.5 In the event of conflict, the following order of precedence applies:
 - 1.5.1 This DPA overrides the Saas Agreement;
 - 1.5.2 The main body of the DPA overrides its Appendices;
 - 1.5.3 Appendices override any invoice or other attachment.

2. PROCESSING OF PERSONAL DATA

- 2.1 The parties acknowledge that:
 - The Controller is the data controller;
 - The Processor is the data processor of the Practice Personal Data.
- 2.2 The Controller retains control and is responsible for:
 - 2.2.1 Ensuring the lawfulness of processing;
 - 2.2.2 Providing appropriate notices and obtaining consents;
 - 2.2.3 Issuing clear and lawful instructions to the Processor.
- 2.3 The agreed purposes for processing are as detailed in Appendix A ("**Agreed Purposes**").
- 2.4 The Processor shall process Personal Data solely for the delivery of services described in the Saas Agreement.
- 2.5 The Processor shall only perform processing activities necessary and relevant to the delivery of the Services.

3. INSTRUCTIONS TO THE PROCESSOR

- 3.1 The Processor will process Personal Data (including when making international transfers) only:
 - 3.1.1 On documented instructions from the Controller (including as set out in the SaaS Agreement); or
 - 3.1.2 Where required to do so by applicable law.
- 3.2 The Processor will notify the Controller if an instruction appears to breach applicable law and will await confirmation or amendment.
- 3.3 The Processor must promptly comply with any lawful instruction to amend, transfer, delete, or

otherwise handle Personal Data, including halting unauthorised processing.

- 3.4 This does not affect the Processor's right to retain and use anonymised data sets or insights, which do not contain Personal Data.
- 3.5 The Controller represents and warrants that:
- 3.5.1 Processing of Personal Data for the Agreed Purposes is lawful;
 - 3.5.2 Instructions shall comply with applicable law and this DPA;
 - 3.5.3 Personal Data shall not include:
 - Viruses or malware;
 - Defamatory, offensive or indecent content.
- 3.6 The Controller is solely responsible for the accuracy, completeness, legality, and method of collection of Personal Data.

4. THE PROCESSOR'S OBLIGATIONS

4.1 Confidentiality

- 4.1.1 The Processor shall treat all Personal Data as confidential.
- 4.1.2 The Processor shall ensure all staff handling Personal Data are under confidentiality obligations.
- 4.1.3 Personal Data access is restricted to those who require it for service delivery.
- 4.1.4 All staff with access to Personal Data must be trained on applicable Data Protection Legislation and their responsibilities under this Agreement.

4.2 Security

- 4.2.1 The Processor shall implement and maintain appropriate technical and organisational measures to protect Personal Data (including where applicable in relation to encryption, pseudonymisation, resilience of processing systems, backing up Personal Data in order to be able to reinstate the system and testing) sufficient to comply with the obligations imposed on the Controller under Data Protection Legislation.
- 4.2.2 These measures shall be updated over time as appropriate.
- 4.2.3 Documentation of security controls shall be made available upon request.

4.3 Assistance

- 4.3.1 The Processor will take reasonable steps to assist the Controller in complying with the Controller's own obligations under Data Protection Legislation including with:
 - Carrying out Data Protection Impact Assessments and prior consultations and subsequent consultations with relevant supervisory authorities, subject to agreed reasonable fees.
 - Keeping Personal Data secure; and
 - Notifying data subjects about Personal Data breaches.

4.4 Data Subject Rights

- 4.4.1 If a request from a data subject requires Processor assistance, the Processor shall support the Controller within a reasonable time.
- 4.4.2 If the Processor receives a direct request from a data subject, it must not respond and must promptly notify the Controller.

4.5 Personal Data Breaches

- 4.5.1 The Processor shall notify the Controller without undue delay of any Personal Data breach.
- 4.5.2 The Processor shall investigate the breach and take necessary steps to prevent recurrence.

4.6 Audit and Compliance

- 4.6.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations relating to Personal Data.
- 4.6.2 The Processor shall submit and contribute to audits carried out by the Controller or an auditor appointed by the Controller.

4.7 **Data Transfers**

- 4.7.1 The Processor shall not transfer Personal Data outside the United Kingdom, European Economic Area or Jersey unless secure, compliant mechanisms with appropriate safeguards are in place.

5. **SUB-PROCESSORS**

- 5.1 The Controller shall not subcontract any processing of Personal Data without the Controller's prior written consent. The Processor is authorised to appoint Sub-Processors, provided:
- 5.1.1 Prior written notice is given to the Controller;
 - 5.1.2 The Controller has 10 business days to object;
 - 5.1.3 Absence of objection constitutes deemed consent.
- 5.2 If the Controller objects, the Processor has the right to terminate the SaaS Agreement to the extent that it relates to services which require the use of the proposed Sub-Processor.
- 5.3 Sub-Processors shall be bound by written agreements mirroring this DPA.
- 5.4 The Processor remains fully liable for Sub-Processors' acts and omissions.
- 5.5 Approved Sub-Processors are listed in **Appendix B**.

6. **LIABILITY**

- 6.1 The Processor's liability is subject to the limitation of liability clause and other applicable clauses in the SaaS Agreement.
- 6.2 Nothing in this DPA limits the Processor's direct legal responsibilities under Data Protection Legislation.

7. **TERM AND TERMINATION**

- 7.1 This DPA continues in force after termination of the SaaS Agreement for so long as the Processor retains any Personal Data relating to the SaaS Agreement.

8. **DATA RETURN AND DESTRUCTION**

- 8.1 Upon termination, the Processor will within 14 days at the Controller's option either delete/destroy, or return all Personal Data unless otherwise required by law, in which case it will securely archive the data.
- 8.2 The terms of this DPA remain applicable to retained Personal Data.
- 8.3 Termination does not affect the Processor's rights to retain and use anonymised data sets and insights.

Appendix A – Personal Data

- **Agreed Purpose:** The Processor shall process personal data solely for the purpose of supporting the Controller in trialling and using the Tools in connection with managing and optimising patient care within primary care settings. The processing shall be limited to receiving, storing, and displaying structured patient data uploaded by the Controller, and applying rule-based logic to assist with identifying and organising appropriate patient care activities. No processing shall be undertaken for any other purpose unless expressly instructed in writing by the Controller.
- **Mandatory Data:** The Processor is instructed to process the following categories of personal data, which are required for the effective operation of the system:
 - For data subjects who are patients: name, address, contact details (email and phone), relevant medical conditions, current medications, latest results for a defined set of clinical tests, and most recent dates of certain other tests as specified by the Controller.No additional data shall be collected or processed beyond what is defined in this instruction without the prior written authorisation of the Controller.
- **Customised Data:** The Controller may input free text notes into the platform for the purpose of supplementing patient recall information or supporting internal practice workflows. These notes are entered manually by authorised users and may include clinical observations, contextual comments, or operational details relevant to the patient recall process. The Processor shall treat all such free text entries as personal data under this agreement and shall apply the same level of protection, confidentiality, and access control as for mandatory data. The Processor shall not analyse, re-use, or otherwise process these free text fields for any secondary purpose unless expressly instructed to do so by the Controller in writing.
- **Data Subjects:** The data subjects to whom the personal data relates are:
 - **Patients** registered with the Controller (a GP practice or group of practices), who are receiving care. These individuals may include adults, children, elderly patients, and others considered vulnerable under clinical definitions.

Appendix B – Approved Sub-Processors

1. 31 Green
2. Amazon Web Services (AWS)
3. Intercom
4. Lean-Jsy Limited trading as Propelfwd
5. PostHog
6. Postmark
7. Sentry