

CareMonitor Access Agreement

Dated

Insert Organisation Name (ABN) (“**The Customer**”)
CareMonitor Pty Ltd (ABN 50 616 417 728) (“**CareMonitor**”)

CAREMONITOR PTY LTD.
Level 4, 141 Walker Street
North Sydney NSW 2060
Australia

<https://caremonitor.com.au>

CareMonitor Access Agreement

Contents

1	Definitions	4
2	Term and Territory	6
3	Provision of Saas Services via Caremonitor Saas	7
4	Customer's Use of Caremonitor Saas and Saas Services	7
5	Customer Clients	7
6	Development of Additional Functionality	8
7	Maintenance	9
8	Fees and Payment	9
9	Warranties	9
10	Intellectual Property	11
11	Privacy and Data	11
12	Confidential Information	12
13	Insurance	13
14	Force Majeure	13
15	Suspension and Termination	13
16	Dispute Resolution	14
17	Liability and Indemnity	15
18	Notices	15
19	General	16
Schedule 1		18
Schedule 2		21
Schedule 3		23
Schedule 4		24
Schedule 5		26
Schedule 6		29
Schedule 7		31

CareMonitor Access Agreement

Details

This Agreement is made the _____ day of _____ 2026

Between

Parties	Insert Organisation Name and CareMonitor	
The Customer	Name	
	ABN	
	Address	
	Telephone	
	Email	
	Attention	
CareMonitor	Name	CareMonitor Pty Ltd
	ABN	50 616 417 728
	Address	Level 4, 141 Walker Street, North Sydney, NSW, 2060
	Telephone	02 8074 4868
	Email	Deepak.biswal@caremonitor.com.au
	Attention	Deepak Biswal
Background	A	CareMonitor is the provider of an enterprise-grade shared care, remote patient monitoring, telehealth and population management platform that it provides to customers via software-as-a-service.
	B	The Customer wishes to access and use the service.
	C	CareMonitor agrees to grant the Customer access to the service on the terms set out in this Agreement.

CareMonitor Access Agreement

General terms

1 Definitions

1.1 In this Agreement:

“AI Token Fees” means the fees payable by the Customer for use of the AI Functionality, as initially set out in Item 17 of Schedule 1 and as amended by CareMonitor from time to time;

“Enterprise Application Licence Fee” means the fee payable by the Customer to CareMonitor in consideration of the right to access and use CareMonitor SaaS and the CareMonitor Services, as specified in Item 7 of Schedule 1;

“App Terms of Use” means the terms of use applicable to use of the CareMonitor App, as updated by CareMonitor from time to time;

“Business Day” means a day other than a Saturday, Sunday, or public holiday, in Sydney, Australia;

“CareMonitor App” means CareMonitor’s mobile device application for Patient access to CareMonitor SaaS delivered as an iOS or Android app from time to time;

“CareMonitor SaaS” means the CareMonitor application further described in Item 3 of Schedule 1 provided by CareMonitor to the Customer as software-as-a-service and delivered via web portal, or such other means as CareMonitor may elect from time to time;

“Commencement Date” has the meaning given in Clause 2.1;

“Communications Fees” means the fees payable by the Customer for use of the Communications Functionality, as initially set out in Item 16 of Schedule 1 and as amended by CareMonitor from time to time;

“Communications Functionality” means functionality of CareMonitor SaaS enabling Customer Users to contact Patient Users via SMS, video call, or other means as provided by CareMonitor from time to time;

“Confidential Information” means all information whether technical or commercial (including all specifications, inventions, processes, initiatives, drawings, and designs) given by one party to the other or otherwise obtained by a party relating to the other party’s business, finance, technology, know-how, Intellectual Property Rights, assets, strategy, products, and customers where the information is identified as confidential at the time of disclosure or should reasonably be considered confidential given the nature of the information and the circumstances of disclosure;

“Customer Client” means a client of the Customer to whom a service is provided by the Customer using CareMonitor SaaS;

“Customer Data” means all information provided by or on behalf of the Customer (and the Customer Users) to CareMonitor via the use of CareMonitor SaaS, including, for the avoidance of doubt, information the property of, in relation to, or provided by Customer Clients;

“Customer Functionality” means functionality of CareMonitor SaaS accessible by Customer Users;

“Customer Materials” means all materials, including logos and trade marks, provided by the Customer to CareMonitor that are not Customer Data;

“Customer User” means employees of the Customer permitted to access CareMonitor SaaS in accordance with the terms of this Agreement;

“Data and Reporting Related Fees” means the fees payable by the Customer for use of the Data and

CareMonitor Access Agreement

Reporting Functionality, as initially set out in Item 14 of Schedule 1 and as amended by CareMonitor from time to time;

“Defect” means a fault or error in CareMonitor SaaS or the CareMonitor App that results in the SaaS Services not conforming with the requirements of this Agreement.

“Developed Functionality” has the meaning given in Clause 6.4;

“Development Request” has the meaning given in Clause 6.1;

“Eligible Data Breach” has the meaning given in the Privacy Act 1988 (Cth);

“Enterprise Application Licence Fee” means the fee payable by the Customer to CareMonitor in consideration of the right to access and use CareMonitor SaaS and the CareMonitor Services, as specified in Item 9 of Schedule 1;

“Extension Period” means the period specified in Item 2 of Schedule 1;

“Fees” means the Enterprise Application Licence Fee, the Support and Maintenance Fee, Program Fee, Module Fee, the Variable Patient Fee, AI Token Fee, the Communications Fees (if any), the Development Fees (if any), and any other amounts payable to CareMonitor by the Customer under or in connection with this Agreement;

“Fee Increase” means the increase in Fees set out in Item 19 of Schedule 1;

“Force Majeure Event” means inclement weather, industrial action, fire, flood, natural disaster, epidemic, pandemic, or any other cause beyond the control of CareMonitor;

“VAT” or “Goods and Services Tax” means a tax, duty, levy, charge or deduction imposed by or under the VAT Act;

“VAT Act” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“ICD 10 Coding Fees” means the fees payable by the Customer for use of the ICD 10 Coding Functionality, as initially set out in Item 15 of Schedule 1 and as amended by CareMonitor from time to time;

“Initial Term” means the period specified in Item 1 of Schedule 1;

“Intellectual Property Rights” means all intellectual property rights of whatever nature and however they arise throughout the world, including rights in respect of or in connection with copyright, inventions (including patents), designs, trade marks, service marks, trade names, goodwill, confidential information, trade secrets, and know-how and similar industrial, commercial and intellectual property rights, licences, whether or not registered or registrable, and including in all cases the right to apply for the registration of such rights and all associated rights of use;

“Maximum User Number” means the maximum number of Customer Users authorised to access CareMonitor SaaS under this Agreement, as set out in Item 7 of Schedule 1;

“Maximum Patient Users” means the maximum number of Patient Records authorised to be accessed in CareMonitor SaaS under this Agreement, as set out in Item 8 of Schedule 1;

“Patient” means a natural person in respect of whom a Patient Record is created in CareMonitor SaaS by or on behalf of the Customer;

“Patient Access Terms of Use” means the Terms of Use applicable to the use of CareMonitor SaaS by Patients, as may be updated by CareMonitor from time to time;

“Patient Data” means data entered into CareMonitor SaaS by a Patient User;

“Patient Functionality” means functionality of CareMonitor SaaS accessible by Patient Users;

CareMonitor Access Agreement

"Patient Record" means the record in CareMonitor SaaS in respect of a Patient;

"Patient User" means a Patient who has created an account in CareMonitor SaaS;

"Payment Timetable" means the timetable for payment of the Fees as set out in Item 8 of Schedule 1;

"Permitted Purpose" means the purpose for which the Customer is granted rights to use CareMonitor SaaS and the SaaS Services, as set out in Item 6 of Schedule 1;

"Privacy Law" means the Privacy Act 1988 (Cth) and any other applicable privacy or data protection law or regulation;

"SaaS Services" means the services provided to the Customer via CareMonitor SaaS from time to time, as more fully described in Item 4 of Schedule 1

"Scope of Work" means a scope of work agreed between the parties in respect of the development of Developed Functionality;

"Support and Maintenance Fee" means the fee payable by the Customer to CareMonitor for Support and Maintenance of CareMonitor SaaS and the CareMonitor Services, as specified in Item 10 of Schedule 1;

"Term" has the meaning given in Clause 2.1;

"User Rules" means the terms of use required to be adhered to by the Customer and each Customer User as set out in Schedule 2 and updated by CareMonitor from time to time; and

"Variable Patient Fees" means the monthly fee payable to CareMonitor by the Customer by reference to the maximum number of unique Patient Records held in CareMonitor SaaS in a given calendar month, calculated in accordance with Item 13 of Schedule 1.

In this Agreement, unless the context otherwise requires:

- (a) a reference to natural person includes a corporation, partnership, government body or any other legal entity;
- (b) where the day on or by which any act matter or thing is to be done is a Saturday, Sunday or public holiday celebrated in New South Wales, Australia, such act matter or thing may be done on the next day which is not a Saturday, Sunday or public holiday celebrated in New South Wales, Australia; and
- (c) 'include' and similar expressions are not words of limitation.

2 Term and Territory

2.1 Notwithstanding the date of execution of this Agreement by both parties (and if not signed on the same date, the later of those dates) the parties agree that this Agreement is effective on and from [Insert date] (the "Commencement Date") and continues for the duration of the Initial Term.

2.2 Following the conclusion of the Initial Term the Term will automatically extend for consecutive Extension Periods unless terminated by a party upon written notice to the other party not less than 1 month prior to the conclusion of the Initial Term, or the then current Extension Period, as applicable. In the event such written notice is given the Term will conclude at the end of the Initial Term or

CareMonitor Access Agreement

relevant Extension Period.

2.3 The Territory of this Agreement is as set out in Item 5 of Schedule 1.

3 Provision Of SaaS Services Via Caremonitor SaaS

3.1 In consideration of the payment of the Fees by the Customer CareMonitor grants:

- (a) the Customer a revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable licence in the Territory for the duration of the Term for the benefit of the Customer and its Customer Users, to access and use Customer Functionality of CareMonitor SaaS; and
- (b) each Patient User a revocable, non-exclusive, non-sublicenseable, non-assignable, non-transferable licence to access and use Patient Functionality of CareMonitor SaaS subject to the Patient User's agreement and continued compliance with the Patient Access Terms of Use,

to the extent necessary to receive the benefit of the SaaS Services for the Permitted Purpose in accordance with the terms of this Agreement.

4 Customer's Use of CareMonitor SaaS and SaaS Services

- 4.1** The Customer acknowledges that unless expressly set out in the Permitted Purpose the Customer must only use CareMonitor SaaS and the SaaS Services in connection with the provision of the Customer's services to the Customer's direct clients, patients or members who are natural persons, and must not use CareMonitor SaaS or the SaaS Services in connection with the provision of services to any Customer Client or in relation to the clients, patients, or members, of any Customer Client, or otherwise to provide a service to any third party.
- 4.2** The Customer will comply, and will ensure that each Customer User complies, with the User Rules set out in Schedule 2. The Customer agrees that CareMonitor may update the User Rules from time to time upon written notice to the Customer. The Customer acknowledges that it is liable to CareMonitor for the acts, omissions, defaults, and negligence of the Customer Users and all other persons who gain access to CareMonitor SaaS through the Customer as fully as if they were the acts, omissions, defaults, or negligence of the Customer.
- 4.3** The Customer must only use CareMonitor SaaS and the SaaS Services in connection with Patients located in the Territory.
- 4.4** The Customer agrees that it will not permit Customer Users in excess of the Maximum User Number to access or use the SaaS Services or CareMonitor SaaS.
- 4.5** The Customer must ensure that all Customer Users are appropriately qualified for the role undertaken by the Customer User and that Customer Users maintain all registrations, licences, and other requirements for the provision of healthcare services of the type provided by the relevant Customer User.
- 4.6** The Customer agrees that CareMonitor may monitor the Customer's and Customer Users' use of CareMonitor SaaS and SaaS Services for any purpose, including ensuring compliance by the Customer with the terms of this Agreement.
- 4.7** The Customer acknowledges that the rights of Patient Users to access and use CareMonitor SaaS are governed by the Patient Access Terms of Use in effect from time to time.

5 Customer Clients

5.1 If under Item 6 of Schedule 1 the Customer is permitted to provide services to Customer Clients

CareMonitor Access Agreement

using CareMonitor SaaS and the SaaS Services the Customer must:

- (a) only provide services to Customer Clients located in the Territory and only in respect of Patients located in the Territory;
- (b) ensure that the provision of such services complies with all applicable laws, including Privacy Laws;
- (c) notify each Customer Client to whom services are provided that the Customer uses CareMonitor SaaS in connection with the provision of the services and provide each Customer Client with access to the CareMonitor Privacy Policy; and
- (d) obtain all consents necessary under applicable Privacy Laws from natural persons (including Patients) whose personal information is collected by, or disclosed to, CareMonitor in connection with the provision of services to Customer Clients.

5.2 The Customer warrants to CareMonitor that it is entitled to provide services to each Customer Client and indemnifies CareMonitor from and against any loss, action, suit, claim, damage, demand, liability, cost or expense suffered by CareMonitor arising out of a breach of this warranty.

6 Development of Additional Functionality

- 6.1** The Customer may, from time to time, request in writing that CareMonitor develop additional functionality of CareMonitor SaaS by providing all relevant details of the nature and scope of the proposed functionality to enable CareMonitor to fully and properly consider the request (a "Development Request"). Development Requests will be issued in the form set out in Schedule 3 or as otherwise agreed between the parties.
- 6.2** CareMonitor will review the Development Request and will respond to the Customer within 10 Business Days setting out whether CareMonitor will agree to develop the functionality set out in the Development Request, and if so, the commercial terms on which CareMonitor will undertake such development (a "CareMonitor Response"). The time rates on which the commercial terms of the CareMonitor Response will be calculated are as set out in Item 19 of Schedule 1.
- 6.3** The Customer may, within 5 Business Days of receipt of the CareMonitor Response, notify CareMonitor that it wishes for the additional development to be undertaken on the terms of the CareMonitor Response. The parties will then meet to agree a Scope of Work for the development in the form set out in Schedule 4 or as otherwise agreed between the parties, which will become binding on the parties once signed by both parties. In the event the parties are unable to agree a Scope of Work CareMonitor will not have any obligation to perform such development.
- 6.4** CareMonitor will develop the functionality in accordance with the agreed Scope of Work ("Developed Functionality"). When CareMonitor has completed the Developed Functionality in accordance with the Scope of Work it will provide a demonstration of the Developed Functionality to the Customer. The Customer must accept the Developed Functionality if it successfully performs all of the functionality set out in the Scope of Work. If the Developed Functionality does not successfully perform all functionality set out in the Scope of Work CareMonitor will undertake additional development and will provide further demonstrations until the Developed Functionality successfully performs all functionality set out in the Scope of Work.
- 6.5** All rights (including Intellectual Property Rights) in and to the Developed Functionality will vest in CareMonitor on and from creation. To the extent that any rights (including Intellectual Property Rights) in Developed Functionality vest in the Customer at any time the Customer hereby assigns all such rights (including copyright) to CareMonitor worldwide and in perpetuity, including as a present assignment of future copyright.
- 6.6** For the avoidance of doubt, the Customer has no right to engage a third party to create any additional functionality in respect of, or perform any development or maintenance on CareMonitor

CareMonitor Access Agreement

SaaS, SaaS Services, or the CareMonitor App.

- 6.7 The Developed Functionality may be incorporated by CareMonitor into CareMonitor SaaS as made available to its other customers.

7 Maintenance

- 7.1 The Customer agrees that CareMonitor may, from time to time, make CareMonitor SaaS, and/or some or all of the SaaS Services, and/or the CareMonitor App, unavailable for the purposes of performing maintenance or development. CareMonitor will use best efforts to ensure that such maintenance or development is conducted during time periods that minimise disruption of the SaaS Services to the Customer and Patient Users.
- 7.2 CareMonitor will provide the Customer with a telephone number (manned between 8am and 5pm on Business Days) and an email address, from time to time, to which the Customer may direct support requests. CareMonitor will, acting reasonably, assign a Critical, High, Medium, or Low priority (as defined in Schedule 5) to each support request
- 7.3 CareMonitor will provide the Customer with the support and maintenance services in accordance with support requests as set out in Schedule 5.

8 Fees And Payment

- 8.1 In consideration of access to CareMonitor SaaS and the SaaS Services during the Term, the Customer will pay the Fees to CareMonitor in accordance with the Payment Timetable set out in Item 17 of Schedule 1.
- 8.2 The Customer agrees that the Variable Patient Fee will be payable in arrears following each calendar month of the Term and will be calculated by CareMonitor based on the maximum number of unique Patient Records held in CareMonitor for the relevant calendar month.
- 8.3 The Customer agrees that Data and Reporting Related Fees, ICD 10 Coding Fees, AI Token Fees and Communications Fees will be payable in arrears following each calendar month of the Term and will be calculated by CareMonitor based on the usage of the relevant Functionality by Customer Users recorded in CareMonitor SaaS during that calendar month.
- 8.4 The Customer will pay Development Fees to CareMonitor in consideration of Developed Functionality as set out in each Scope of Work from time to time.
- 8.5 Each of the Fees will be paid by the Customer via electronic transfer to an account nominated by CareMonitor within 14 days of receipt of an invoice in respect of the relevant payment.
- 8.6 All amounts payable to CareMonitor under this Agreement are exclusive of VAT and any other value-added or like tax, and import , sales, or other taxes which shall be paid in addition to any amount specified as payable, but only on receipt of a valid tax invoice requesting such payment and provided that, in respect of VAT, CareMonitor is registered for VAT purposes.
- 8.7 All amounts referred to in this Agreement are in Australian Dollars and all amounts payable under this Agreement must be paid in Australian Dollars.
- 8.8 The Customer is responsible for all foreign exchange charges, bank charges and transfer fees applicable in respect of payments made under this Agreement.

9 Warranties

- 9.1 Each party warrants to the other that:
- (a) it has full power and authority to enter into this Agreement and to perform its obligations

CareMonitor Access Agreement

under this Agreement;

- (b) it has all licences, authorisations, consents, approvals, and permits required by applicable laws in order to perform its obligations under this Agreement.
- 9.2** The Customer warrants that it and the Customer Users will use CareMonitor SaaS and the SaaS Services in accordance with the terms of this Agreement (including the User Rules), any documentation provided by CareMonitor from time to time, and in accordance with all applicable laws and regulations, including Privacy Laws.
- 9.3** CareMonitor warrants that it has the capacity to grant the Customer the rights to access CareMonitor SaaS and to use the SaaS Services in accordance with the terms of this Agreement.
- 9.4** The Customer acknowledges and agrees that:
 - (a) CareMonitor SaaS, the SaaS Services, and the CareMonitor App have not been prepared to meet the Customer's individual needs; and
 - (b) it is the Customer's obligation to ensure CareMonitor SaaS, the SaaS Services, and the CareMonitor App are suitable for the Customer's needs.
- 9.5** CareMonitor does not warrant that CareMonitor SaaS, the SaaS Services, or the CareMonitor App (or Customer Users' or Patient Users' access to them) will be uninterrupted or error free, or interoperable with any third party software or equipment.
- 9.6** The Customer acknowledges that CareMonitor SaaS and the SaaS Services are delivered via a web application and the CareMonitor App is dependent upon web access for certain functionality. Accordingly, and without affecting any other limitation of liability set out in this Agreement, CareMonitor will not have any liability to the Customer in the event that the Customer, any Customer User, or any Patient User is unable to access CareMonitor SaaS, the SaaS Services, or the CareMonitor App as a result of:
 - (a) any internet outage;
 - (b) any failure of the Customer's systems;
 - (c) the failure of any system used by an Customer User or a Patient User; or
 - (d) the failure of any service provided by a technology provider of CareMonitor (such as a cloud service provider).
- 9.7** The Customer acknowledges and agrees that CareMonitor does not provide medical advice and does not review the data entered into CareMonitor SaaS. CareMonitor does not warrant the accuracy of any data provided to the Customer under this Agreement and the Customer agrees that CareMonitor will not have any liability to the Customer to the extent any data is inaccurate or erroneous.
- 9.8** The Customer acknowledges and agrees that while CareMonitor SaaS may contain some pre-filled information in respect of certain medical conditions or may suggest certain treatment plans based on the information that has been input into CareMonitor SaaS in respect of a Patient, the Customer is solely responsible for the care of, and any treatment plans issued to, Patients, and CareMonitor will not have any liability to the Customer or a Patient in respect of any loss or damage (including any personal injury or death) arising out of the patient care delivered via CareMonitor by the Customer or any Customer User.
- 9.9** Other than as expressly set out in this Agreement or where unable to be excluded by law, no other warranties, guarantees, or conditions, express or implied, are given or assumed by CareMonitor in respect of CareMonitor SaaS, the SaaS Services, and the CareMonitor App and any such

CareMonitor Access Agreement

warranties, guarantees, and conditions are excluded to the maximum extent possible at law.

10 Intellectual Property

- 10.1** All rights (including Intellectual Property Rights) in and to CareMonitor SaaS, the SaaS Services, the Developed Functionality, the CareMonitor App and any documentation created or provided by CareMonitor in respect of any of the foregoing will vest in CareMonitor on their creation. To the extent that any rights (including Intellectual Property Rights) in or to CareMonitor SaaS, the SaaS Services, the Developed Functionality, the CareMonitor App, or any documentation in respect of the any of the foregoing vest at any time in the Customer the Customer hereby assigns all such rights (including copyright) in and to CareMonitor SaaS, the SaaS Services, the Developed Functionality, the CareMonitor App, or documentation (as applicable) to CareMonitor worldwide and in perpetuity, including as a present assignment of future copyright.
- 10.2** The Customer grants CareMonitor a royalty-free, non-exclusive, sublicenseable licence for the duration of the Term to use the Customer Materials to the extent necessary to comply with its obligations under this Agreement and warrants that CareMonitor's use of the Customer Materials will not infringe the rights (including Intellectual Property Rights) of any third party.
- 10.3** The Customer grants CareMonitor the right for the duration of the Term to use the Customer's name and approved logo on CareMonitor's website and in publicity and promotional materials relating to CareMonitor's business, but solely for the purpose of identifying the Customer as a customer of CareMonitor.
- 10.4** The Customer will do all things and sign all documents required by CareMonitor to give effect to Clause 6.5 and this Clause 10.

11 Privacy and Data

- 11.1** Each party must, and must ensure its personnel comply with all Privacy Laws in connection with the performance of its obligations under this Agreement.
- 11.2** The parties agree that all right, title, and interest in and to the:
- (a) Customer Data and the Patient Record belongs to the Customer; and
 - (b) Patient Data belongs to the Patient (other than to the extent it is embodied in a Patient Record).
- 11.3** The Customer grants CareMonitor a royalty-free, worldwide, non-exclusive, sublicenseable licence for the duration of the Term to use the Customer Data to the extent necessary to provide the Customer and Patient Users with the SaaS Services via CareMonitor SaaS and for CareMonitor's own internal business purposes (including for the purposes of improving CareMonitor's products and services).
- 11.4** The Customer warrants that it has obtained all rights and consents necessary to provide CareMonitor with the Customer Data (including, for the avoidance of doubt, the consent of Patients to the disclosure of their personal information) and the Customer Data does not and will not at any time during the Term:
- (a) breach any applicable law, including Privacy Laws;
 - (b) infringe the Intellectual Property Rights of any third party; or
 - (c) contain any material which is obscene, indecent, pornographic, offensive, defamatory, threatening, or liable to incite racial hatred, or is otherwise in breach of any law.
- 11.5** To the extent that the Customer or a Customer User utilises CareMonitor SaaS functionality to import data from any third party practice or clinical management system the Customer must ensure,

CareMonitor Access Agreement

and warrants to CareMonitor, that such importation does not breach the terms of use of the relevant practice or clinical management system, and will not infringe the rights of any third party.

- 11.6** The Customer warrants that it has all rights and consents from its Customer Clients to permit CareMonitor to collect, use, and disclose the Customer Data in accordance with the terms of this Agreement.
- 11.7** The Customer acknowledges that CareMonitor will not monitor the content of the Customer Data.
- 11.8** The Customer agrees that CareMonitor may deidentify data contained in a Patient Record and use it for any purpose whether during or after the Term. For the avoidance of doubt, CareMonitor is the owner of all deidentified data sets it creates in accordance with this provision.
- 11.9** Notwithstanding anything else set out in this Agreement, CareMonitor may retain any Customer Data following the Term to the extent required to comply with any law or record-keeping obligation.
- 11.10** If CareMonitor becomes aware of, or reasonably suspects, that an Eligible Data Breach has occurred, CareMonitor must promptly (but in any event, no later than 48 hours) following becoming aware or forming a reasonable suspicion:
- (a) notify and provide the Customer with all details in respect of that event in writing, and keep the Customer updated as new details are discovered;
 - (b) take all commercially reasonable steps to mitigate against the adverse consequences to CareMonitor, the Customer and relevant individuals in connection with the Eligible Data Breach;
 - (c) if requested by the Customer, carry out a reasonable and expeditious investigation and assessment of the Eligible Data Breach, including an assessment of risk of harm arising from that Eligible Data Breach; and
 - (d) comply with its obligations to notify relevant government agencies, regulators and individuals affected by the Eligible Data Breach.
- 11.11** CareMonitor will in good faith consult with the Customer in respect of CareMonitor's response to any Eligible Data Breach, and where practicable will give reasonable consideration to any comments provided by the Customer in relation to any required disclosure prior to such disclosure.

12 Confidential Information

- 12.1** Each party will maintain the confidentiality of the other party's Confidential Information and will not, without the prior written consent of the other party, use, disclose, copy, or modify the other party's Confidential Information (or permit another person to do so) other than as is necessary for the performance of its rights and obligations under this Agreement.
- 12.2** Each party agrees that it will only disclose the other party's Confidential Information to such of its employees, contractors, and advisers as are necessary for the performance of its rights and obligations under this Agreement and will ensure that all such persons are bound by the obligations set out in Clause 12.1 above in respect of the Confidential Information.
- 12.3** The provisions of this Clause 12 do not apply to information which:
- (a) is in, or comes into, the public domain other than through a breach of this Agreement;
 - (b) is lawfully received by the recipient from a third party free of any obligation of confidence at the time of disclosure;
 - (c) is independently developed by the recipient, without access to and use of the Confidential Information; or

CareMonitor Access Agreement

- (d) is required by law, by court, or governmental or regulatory order to be disclosed provided that the relevant party notifies the other party at the earliest opportunity before making any disclosure.

12.4 The obligations set out in this Clause 12 will survive the termination or expiry of this Agreement until such time as the relevant information comes into the public domain other than via a breach of this Agreement.

13 Insurance

13.1 Each party must effect and maintain for the duration of the Term with a reputable insurer the following insurances:

- (a) public liability insurance, for an amount not less than £20,000,000 per occurrence;
- (b) product liability insurance, for an amount not less than £10,000,000 per occurrence;
- (c) professional liability insurance for an amount not less than £5,000,000 in the aggregate;
- (d) cyber insurance for an amount not less than £5,000,000 in the aggregate; and
- (e) workers compensation insurance as required by law,

and must provide satisfactory evidence of such insurance to the other party upon request.

13.2 The Customer must ensure that each Customer User takes out and maintains professional indemnity insurance at an industry-standard level for the role undertaken by the relevant Customer User for the duration of the Term of this Agreement.

14 Force Majeure

14.1 CareMonitor will not be liable to the Customer for any delay or failure to perform any of its obligations under this Agreement to the extent such delay or failure is due to any Force Majeure Event.

14.2 If subject to a Force Majeure Event CareMonitor will promptly give notice to the Customer of the existence of the Force Majeure Event including details of the anticipated duration.

14.3 If a Force Majeure Event prevents CareMonitor from performing any of its obligations under this Agreement for a period exceeding 30 consecutive days the parties agree to meet to discuss the Force Majeure Event and any potential workaround. If the Force Majeure Event continues for a period in excess of 90 consecutive days either party may terminate this Agreement upon written notice to the other party.

15 Suspension And Termination

15.1 CareMonitor may suspend the performance of this Agreement by notice to the Customer without liability if:

- (a) the Customer or any Customer User is in breach of the terms of this Agreement (including the User Rules);
- (b) CareMonitor believes that the Customer's use of CareMonitor SaaS or the SaaS Services causes an actual or potential contravention of the terms of this Agreement or any applicable law or has or is reasonably likely to have a material adverse impact on CareMonitor's ability to provide its products or services; or
- (c) CareMonitor believes that the Customer has not complied with any Privacy Law.

CareMonitor Access Agreement

- 15.2** CareMonitor may enforce its rights under the Patient Access Terms of Use at any time, including suspending or terminating the access of any Patient User.
- 15.3** Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of this Agreement that is not capable of remedy;
 - (b) the other party commits a material breach of this Agreement that is capable of remedy and does not remedy such breach within 10 Business Days of receipt of a notice requiring that party to remedy the breach; or
 - (c) the other party is declared bankrupt or enters into liquidation or any form of insolvency administration, or threatens or resolves to do so.
- 15.4** The Customer may terminate this Agreement on written notice to CareMonitor if CareMonitor fails to comply with its obligations under Schedule 5 on more than three separate occasions per month for six consecutive calendar months. The Customer agrees that the right to terminate this Agreement and cease to use CareMonitor SaaS, the SaaS Services, and the CareMonitor App is the Customer's sole remedy for any failure by CareMonitor to comply with its obligations under Schedule 6 and CareMonitor will not have any other liability to the Customer in respect of any such failure (including, for the avoidance of doubt, any liability to pay damages).
- 15.5** Upon termination of this Agreement, CareMonitor will remain entitled to all rights accrued up to the date of termination pursuant to this Agreement.
- 15.6** Upon termination or expiry of this Agreement:
- (a) all of the Customer's, Customer Users' and Patient Users' rights to access and use CareMonitor SaaS, the SaaS Services, the Developed Functionality, and any documentation immediately cease;
 - (b) the Customer must within 7 days of termination return or destroy (at CareMonitor's option) all of CareMonitor's Confidential Information and documentation in its possession or control; and
 - (c) CareMonitor will, at the Customer's cost and expense, return the Customer Data to the Customer in a format notified by CareMonitor.

16 Dispute Resolution

- 16.1** If a dispute arises in relation to or out of this Agreement, the parties must endeavour in good faith to settle the dispute in accordance with this Clause 16. A party must not commence any legal proceedings relating to a dispute unless it has complied with the provisions of this Clause except where a party seeks urgent injunctive relief or the dispute relates to compliance with this Clause.
- 16.2** A party claiming that a dispute has arisen must immediately notify the other party in writing, setting out the basis of the dispute and that party's proposed resolution. If the dispute is not resolved by the parties within 10 Business Days of notice of the dispute being given, then the parties agree to attempt to settle the dispute via mediation utilising an independent mediator appointed by agreement of the parties. In the event that the parties cannot agree on appointment of the mediator a mediator will be appointed by the President of the Law Society of New South Wales or the President's designated representative. The costs of such mediation will be shared equally between the parties.
- 16.3** In the event that the parties are unable to resolve the dispute via a good faith attempt at mediation either party may institute legal proceedings without further notice and take such other action as they

CareMonitor Access Agreement

are entitled to under this Agreement.

17 Liability And Indemnity

- 17.1** CareMonitor hereby indemnifies the Customer and will keep the Customer indemnified from and against any loss, action, suit, claim, damage, demand, liability, cost, or expense arising out of:
- (a) any breach of this Agreement by the CareMonitor; and
 - (b) any negligent act or omission of CareMonitor in connection with the performance of its obligations under this Agreement.
- 17.2** The Customer hereby indemnifies CareMonitor and will keep CareMonitor indemnified from and against any loss, action, suit, claim, damage, demand, liability, cost or expense arising out of:
- (a) any breach of this Agreement by the Customer or any Customer User;
 - (b) any negligent act or omission of the Customer or any Customer User in connection with this Agreement;
 - (c) the personal injury or death of any Patient or any other person arising out of or in connection with the Customer's or any Customer User's use of CareMonitor SaaS or the SaaS Services; and
 - (d) medical care provided by the Customer or a Customer User via or in connection with CareMonitor SaaS.
- 17.3** CareMonitor's total aggregate liability to the Customer under this Agreement will be limited to the actual amount of Enterprise Application Licence Fees paid to CareMonitor by the Customer under this Agreement.
- 17.4** Notwithstanding anything else set out in this Agreement, to the extent that CareMonitor is in breach of any statutory condition, warranty, or guarantee that cannot be excluded by law, the sole remedy of the Customer will be (at CareMonitor's election) the provision of the relevant goods or services again, or payment to the Customer of the cost of the provision of the relevant goods or services again.
- 17.5** At no time will CareMonitor be liable to the Customer for any special, incidental, consequential or indirect damage or loss, nor for any loss of profits or goodwill, loss of contracts, loss of future opportunity, loss of networks, or loss from business interruption howsoever suffered.
- 17.6** The Customer acknowledges and agrees that in the event of any data loss CareMonitor's sole liability to the Customer will be to provide the Customer with a copy of the most recent back-up of the relevant data file. CareMonitor will use reasonable efforts to ensure that back-ups are created on a daily basis.

18 Notices

- 18.1** All notices required under this Agreement will be in writing and forwarded to the address or email addresses of the parties set out in this Agreement, or such other address or email addresses notified to the other party in writing from time to time. Such notices will be deemed to have arrived within two working days after posting by mail, at the time of delivery if by hand and, if sent by email, at the time recorded by the sender's server. Notwithstanding this, where any notice is delivered by hand or by email after 5pm on any day or is hand delivered or emailed on a Saturday or Sunday, the notice shall be deemed received on the next business day.
- 18.2** Emails will be deemed served in accordance with Clause 18.1 notwithstanding receipt by the sender from the recipient's email address of an automated (or other) notification of the receiver's absence.

CareMonitor Access Agreement

Delivery by email will not have been effected if:

- (a) the intended recipient promptly informs the sender that the email was received in an incomplete form; or
- (b) the server report of the sender indicates a faulty or incomplete transmission of the email.

18.3 Emails sent to CareMonitor must be sent to Deepak Biswal at Deepak.biswal@caremonitor.com.au;

18.4 Emails sent to the Customer must be sent to [Insert details]

19 General

- 19.1** This Agreement constitutes the entire agreement between the parties relating to its subject matter and cannot be altered except in writing signed by both parties.
- 19.2** The Customer acknowledges that in entering into this Agreement it has not relied on any oral or written statements, collateral or other warranties, assurances, undertakings, or representations which were made on behalf of CareMonitor in relation to the subject matter of this Agreement other than those expressly set out in this Agreement.
- 19.3** The parties enter this Agreement as independent contractors and not as employer and employee, partners or joint venturers, or in any other capacity.
- 19.4** Clauses 4.2, 5.1, 5.2, 6.5, 6.6, 6.7, 8, 9, 10, 11, 12, 13, 15.5, 15.6, 16, 17, 18 and this Clause 19 will survive the termination or expiry of this Agreement.
- 19.5** CareMonitor may assign this Agreement and/or any of its rights under this Agreement to any person in its sole discretion. The Customer may not assign or sub-contract its rights or obligations under this Agreement to any third party without the prior written consent of CareMonitor, which consent may be withheld in CareMonitor's discretion.
- 19.6** Any provision of this Agreement which is or becomes unenforceable in any jurisdiction will be ineffective without invalidating any other provision of this Agreement, and such unenforceability will not invalidate that provision in any other jurisdiction.
- 19.7** This Agreement may be executed by any number of counterparts and those counterparts taken together form one instrument. This Agreement will not be deemed effective until it has been executed by all proposed parties to it. Delivery of a signed counterpart of this Agreement by facsimile or other electronic means (including PDF) will be effective as delivery of a manually executed counterpart of this Agreement.
- 19.8** This Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

EXECUTED as an agreement

SIGNED on behalf of
CAREMONITOR PTY LTD
by its authorised signatory in
accordance with s126 of the
Corporations Act 2001 (Cth) by

Authorised Signatory

Print Name

SIGNED on behalf of
[CUSTOMER]
by its authorised signatory in
accordance with s126 of the

CareMonitor Access Agreement

Corporations Act 2001 (Cth) by

Authorised Signatory

Print Name

CareMonitor Access Agreement

Schedule 1 Commercial Terms

Item	Name	Description
1.	Term	[insert]
2.	Extension Period	A period of 12 months from the end of the Initial Term or the then current Extension Period
3.	CareMonitor SaaS	CareMonitor's enterprise-grade shared care, remote patient monitoring, telehealth, and population health management platform delivered as software-as-a-service
4.	SaaS Services	CareMonitor SaaS standard modules and any modifications or Developed Functionality agreed between the parties under this Agreement. For clarity, there are no enhancements, customisations or other development services to be provided in relation to SaaS Services at commencement unless noted in this agreement.
5.	Territory	[]
6.	Permitted Purpose	Provision of healthcare services to patients physically located in []
7.	Maximum Customer User Number	[]
8.	Maximum Patient User Number	[]
9.	Enterprise Application Licence Fee	[£] + VAT per annum
10.	Support and Maintenance Fee	[£] + VAT per annum
11.	Program Fee	[£] + VAT per annum
12.	Setup Fee	[£] + VAT
13.	Training Fee	[£] + VAT CareMonitor will provide training delivered in a train the trainer model including access to a knowledge base with learning videos for ongoing access as required by the Customer that users can view. Training plan is attached in Schedule 6
14.	Variable Patient Fee	Variable Patient Fee = Maximum number of unique Patient Records held in CareMonitor SaaS in the relevant calendar month x [£] + VAT
15.	Data and Reporting Related Fees	Fees as per the table below titled "Data and Reporting Related Fees"
16.	ICD 10 Coding Fees	Fees as per the table below titled "ICD 10 Coding Fees"

CareMonitor Access Agreement

17.	Communication Fees	SMS: [] pence + VAT per SMS segment charged on actual number of SMS sent. In-App Messaging: Free, unlimited Video Calls: [] pence +VAT per minute per endpoint. All Communications Fees will be charged monthly in arrears.
18.	AI Token Fees	Fees as per the table below titled "AI Token Fees"
19.	Payment Timetable	The Enterprise Application Licence Fee, Support and Maintenance Fee, Setup Fee, Module Fees and Training Fee will be payable on the Commencement Date. Variable Patient Fees will be payable monthly in arrears in accordance with Clause 8.2. Data and Reporting Related Fees, ICD 10 Coding Fees, AI Token Fees and Communications Fees will be payable monthly in arrears in accordance with Clause 8.3.
20.	Resource Type Daily Rates	Solution Architect: [£] + VAT Senior Development Engineer: [£] + VAT Project Manager: [£] + VAT Based on an 8-hour work day.
21.	Fee Increase	The parties agree that all Fees & Rates payable under this Agreement will increase by 5% (on a compounding basis) on and from each annual anniversary of the Commencement Date.

Module Fees

Items	Price (ex VAT)
Medications management	[£] + VAT per annum
Workflow builder	[£] + VAT per annum
Remote Patient Monitoring	[£] + VAT per annum
Telehealth	[£] + VAT per annum
PREMs & PROMs	[£] + VAT per annum

Data and Reporting Related Fees

CareMonitor Access Agreement

Items	Price (ex VAT)
Daily delta feed SFTP location or S3 bucket in CSV format, daily between 1am and 3 a.m.	[£] per month
Access to the data platform – Author users to have ability to access the business intelligence reporting tool that will allow users to configure reports as needed	[£] per Author per month
Access to the data platform - Reader Access	[£] per Reader Access per month
Automatic Report Generation Module	[£] per month
<i>Plus</i> per automatic pdf report out of the data platform	[£] per report

ICD 10 Coding Fees

Item	Price (ex VAT)
Per unit (1 unit = 100 characters)	[£]

AI Token Fees

Item	Price (ex VAT)
Input Tokens (per 1M Tokens)	[£]
Output Tokens (per 1M Tokens)	[£]

CareMonitor Access Agreement

Schedule 2 User Rules

The Customer must comply, and ensure that each Customer User complies, with the following rules in respect of their use of the CareMonitor SaaS and the SaaS Services.

1 General User Rules

1.1 Permitted Use

The Customer will ensure that it and its Customer Users only use CareMonitor SaaS and the SaaS Services for the Permitted Purpose and that CareMonitor SaaS will only be accessed via such web browsers as are notified to the Customer by CareMonitor from time to time. The Customer must not, and must ensure that Customer Users do not, allow any unauthorised person to access or use CareMonitor SaaS or the SaaS Services.

1.2 Security of Login Details

The Customer will, and will ensure that all Customer Users, keep login details and passwords for CareMonitor SaaS secure and confidential, and will not share such details with any third party, not permit access to any persons other than authorised Customer Users.

1.3 Consent of Patients

The Customer must obtain the consent of each Patient prior to creating a record in respect of that Patient in CareMonitor SaaS, including the consent of the Patient for their personal information to be disclosed to CareMonitor.

1.4 Prohibited Use

The Customer must not, and must ensure that its Customer Users do not:

- (a) commit any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- (b) attempt to undermine the security or integrity of CareMonitor's systems or networks or, where a service is hosted or provided by a third party, that third party's system or network;
- (c) make any use of CareMonitor SaaS which is unlawful, offensive, indecent, objectionable, harassing, obscene, pornographic, threatening, abusive, defamatory, libellous, fraudulent, tortious, or invasive of another's privacy or which constitutes a breach of any other of the legal rights of individuals (including with respect of the Spam Act 2003 (Cth));
- (d) use, or misuse, CareMonitor SaaS in any way which may impair the functionality of CareMonitor SaaS or any other network or system used to deliver CareMonitor SaaS;
- (e) attempt to gain unauthorised access to any modules or materials other than those to which the Customer or Customer User has been given express permission to access;
- (f) transmit, input, or introduce into CareMonitor SaaS:
- (g) any files that may damage CareMonitor SaaS or any other person's computing device or software, including but not limited to any virus, bug, worm, Trojan horse, or other malicious code; or
- (h) any illegal or offensive content or content that otherwise infringes any law or regulation; or

CareMonitor Access Agreement

- (i) attempt to reproduce, publish, distribute, broadcast, transmit, modify, copy, adapt, edit, disassemble, decompile, create derivative works from or reverse engineer any part of CareMonitor SaaS, the CareMonitor App, or any other part of the CareMonitor system; or
- (j) use CareMonitor SaaS in any way that would infringe any applicable law.

1.5 Communication

The Customer must only, and must ensure that Customer Users only, use Communication Functionality of CareMonitor SaaS to communicate with Patient Users or other authorised users of CareMonitor SaaS for genuine health-related issues, and must not use CareMonitor SaaS for any private, non-professional communications unrelated to the Patient's health care.

2 Clinical Care Obligations

2.1 Diligence of Care

As between the Customer, each Customer User, and CareMonitor it is the Customer and the Customer User's obligation to ensure that the care and treatment of Patients (including any treatment information or plan provided via CareMonitor SaaS) is safe, appropriate, and accurate and conforms with all relevant laws and regulations.

2.2 Obligation to Inform

The Customer must ensure that each Customer User discusses with each Patient the appropriate and safe use of all diagnostic and treatment information entered into CareMonitor SaaS and/or provided to a Patient User via the CareMonitor App, including all treatment plans.

3 Additional Terms and Amendments

3.1 Additional Terms

The Customer will, and will procure that its Customer Users, comply with any additional terms of use of the CareMonitor SaaS or the SaaS Services notified to the Customer in writing from time to time.

3.2 Amendments

CareMonitor may update these User Terms at any time upon written notice to the Customer.

Schedule 3 Development Request

This Development Request is issued under Clause 6.1 of the CareMonitor Access Agreement between CareMonitor Pty Ltd and [Customer] dated [x].

Date:	[x]
Project/Module Name:	[Insert proposed name of project or module]
Description of Project/Module:	[Insert a description of the project or module]
Use Case:	[Insert the proposed use case (eg. who are the users? Customer Users, GPs, patients, etc) and how does the project positively affect health outcomes]

CareMonitor Access Agreement

Minimum Mandatory Functionality:	[Insert a detailed description of the minimum mandatory functionality that must be included in the project or module]
Deliverables:	[Insert specific deliverables (eg. a CareMonitor Module incorporating all of the Minimum Mandatory Functionality)]
Proposed Delivery Date:	[Insert proposed delivery date]
Customer Materials:	[Insert a list of materials that will be provided by the Customer for incorporation into the project/module]
Training:	[Insert any request for training of use of new module]
Support:	[Include any additional support above what is set out in the CareMonitor Access Agreement]
Acceptance Testing:	CareMonitor to demonstrate that the Deliverables incorporate the Minimum Mandatory Functionality as per Clause 6.4 of the CareMonitor Access Agreement.
Additional Notes/Special Conditions	[Insert any additional notes or proposed special conditions in relation to the development or use of the project/module]

Signed for and on behalf of

[CUSTOMER]

in the presence of:

)
)
)
)

Signature

CareMonitor Access Agreement

Schedule 4 Scope of Work

This Scope of Work is agreed under Clause 6.5 of the CareMonitor Access Agreement between CareMonitor Pty Ltd and [Customer] dated [x]. To the extent of any inconsistency between the terms of this Scope of Work and the CareMonitor Access Agreement, this Scope of Work will prevail.

Date:	[x]
Project/Module Name:	[Insert the name of the project or module]
Description of Project/Module:	[Insert a description of the project or module]
Use Case:	[x]
Minimum Mandatory Functionality:	[Insert a detailed description of the minimum mandatory functionality that must be included in the project or module or annex a specification]
Deliverables:	[Insert specific deliverables]
Delivery Date:	[Insert Delivery Date]
Customer Materials:	[Insert a list of all materials that will be provided by the Customer for incorporation into the project/module]
Customer Materials Licence Terms:	The Customer grants CareMonitor the irrevocable, worldwide, perpetual, royalty-free right to embody the Customer Materials in the Project/Module and to exploit the Project/Module in CareMonitor's discretion. [Licence terms to be amended as necessary to suit specific project/module use terms]
Customer Materials Warranty and Indemnity:	The Customer warrants that it owns all right, title, and interest (including intellectual property rights) in and to the Customer Materials and is capable of granting CareMonitor the rights set out above. The Customer indemnifies CareMonitor in respect of all Claims and Loss (as those terms are defined in the CareMonitor Access Agreement) arising out of any breach of these warranties or any claim by a third party that the Customer Materials or CareMonitor's use of them infringes the rights of any third party.
Training:	[Insert any specific training obligations]
Support:	[Insert any support obligations above those set out in the CareMonitor Access Agreement]
Acceptance Testing:	CareMonitor to demonstrate that the Deliverables incorporate the Minimum Mandatory Functionality as per Clause 6.4 of the CareMonitor Access Agreement.
Scope Change:	Only by written agreement signed by both parties.
Fee:	[Insert payment terms – suggestion below] A total of £[x] Australian Dollars (plus VAT) the following instalments: (a) [insert amount] upon signature of this Statement of Work;

CareMonitor Access Agreement

	(b) [insert amount] upon satisfactory completion of acceptance testing.
Special Conditions:	N/A

Signed for and on behalf of
CAREMONITOR PTY LTD
in the presence of:

)
) _____
) Signature

Signature of Witness

Signed for and on behalf of
[CUSTOMER]
in the presence of:

)
) _____
) Signature

Signature of Witness

CareMonitor Access Agreement

Schedule 5 Support and Maintenance Services

1 Support and Maintenance Services

CareMonitor will provide the Support and Maintenance Services as set out in Clause 7 of the Agreement.

2 Hosting Service Level

CareMonitor agrees that, subject to the terms of the Agreement (including its schedules) CareMonitor SaaS and the CareMonitor App will be available for the Warranted Availability.

3 Warranted Availability

In this section:

- 3.1** Actual Availability of Caremonitor SaaS and the CareMonitor App will be calculated by the subtraction of the Downtime percentage for CareMonitor SaaS and the CareMonitor App from 100%.
- 3.2** Downtime is calculated as the unscheduled time during which CareMonitor SaaS and the CareMonitor app are unavailable due to failure of CareMonitor SaaS and the CareMonitor App or the withdrawal of CareMonitor SaaS and the CareMonitor App from a production environment. For the avoidance of doubt, Downtime does not include unavailability due to any cause set out in clauses 7.1 or 9.6 of the Agreement. Downtime is expressed as a percentage of the total time in any one month period during the term of this agreement.
- 3.3** Warranted Availability means that CareMonitor SaaS and the CareMonitor App will be available for 99% of the time averaged over a rolling three month period.

4 Support and Maintenance Service Levels

- 4.1** CareMonitor agrees to respond to and rectify Defects logged with CareMonitor via a support request in accordance with the time frames set out below.

Defect Severity	Definition	Target Response Time (During Business Hours)	Target Rectification Time
Critical	Critical production issue that severely impacts Customer's use of the SaaS Services. The situation halts business operations and no procedural workaround exists.	1 hour outlining the nature of the Defect and the estimated time to rectification.	CareMonitor to provide rectification as soon as is reasonably practicable but in any event within 24 hours.

CareMonitor Access Agreement

	SaaS Service is down or unavailable.		
High	- Major functionality of the SaaS Service is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of business operations and no reasonable workaround exists. - SaaS Service is operational but highly degraded performance to the point of major impact on usage. - Important features of the SaaS Service are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	4 Hours outlining the nature of the Defect and the estimated time to rectification.	CareMonitor to rectify as soon as is reasonably practicable but in any event within 72 hours.
Medium	There is a partial, non-critical loss of use of the SaaS Services with a medium-to-low impact on the Customer's business, but business continues to function. Short-term workaround is available, but not scalable.	8 Hours outlining the nature of the Defect and the estimated time to delivery of a fix.	CareMonitor to provide a workaround as soon as is reasonably practicable. CareMonitor to rectify within 14 days.
Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation or configuration; bug	12 Hours outlining the nature of the Defect and the estimated time to delivery of a fix	CareMonitor to rectify in the next release of the CareMonitor SaaS.

CareMonitor Access Agreement

	affecting a small number of users. Acceptable workaround available.		
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5 Detected Errors

- 5.1** When the Customer detects any Defect, it must notify CareMonitor of the Defect in accordance with Clause 7 and, where CareMonitor agrees that it is a genuine Defect, CareMonitor will correct the Defect within the Target Rectification Time specified above.

6 Third party assistance

- 6.1** For the avoidance of doubt, nothing in this Schedule permits the Customer to, whether directly or via a third party, perform any development or maintenance on CareMonitor SaaS or the CareMonitor App, or to otherwise reverse engineer or attempt to access the source code for CareMonitor SaaS or the CareMonitor App.

7 Sole Remedy

- 7.1** The Customer agrees that its sole remedy for CareMonitor's failure to meet any obligation set out in this Schedule 5 is to terminate this Agreement and cease to use CareMonitor SaaS and the CareMonitor App in accordance with clause 15.4 of the Agreement.

CareMonitor Access Agreement

Schedule 6 Training Plan

Training Overview

- **Objective:** To provide comprehensive training to the Customer using the train-the-trainer model.
- **Scope:** Training will cover all aspects of CareMonitor's platform, including setup, usage, and troubleshooting.
- **Training environment:** We will use <https://preprod.caremonitor.com.au> for training. This will be setup as close as possible to the production instance.
 - There will be continuous access to this environment.
- **Recommendations:**
 - Identify SMEs across the following three phases.
 - We recommend keeping the training group to less than 10 team members. Though we can accommodate more users, this program is geared to train the trainers rather than end users.
 - CareMonitor will send the prerequisites at the earliest a week before the training date. This includes access to the training material and learning modules.
 - The Customer to develop operational workflows as per the clinical protocols.
 - CareMonitor can host these within the support platform if needed.

Training Phases (Scheduled over one week)

1. Phase 1: Initial Training – Admins & Clinicians

- **Trainers:** Selected internal staff members from the Customer team who will become trainers.
- **Content:**

Introduction to CareMonitor

Access management

User roles and user group management

Basic functionalities, and common FAQ's

Introduction to support platform, user guides and support material

Setting up patient profiles

- **Duration:** 1 x 2.0 hour sessions
- **Method:** Online

2. Phase 2: Advanced Training – Admins (general and clinical) & Clinicians

- **Trainers:** Selected internal staff members from the Customer team who will become trainers.
- **Content:**

Advanced features including admin section

Integration components and troubleshooting steps.

Overview on how the integration works and elements as per the scope.

Configuration management

SMS templates

Email templates

CareMonitor Access Agreement

Survey and assessment builder tool

Careplan and program template

Introduction to CareMonitor dictionary language

FAQs and troubleshooting complex scenarios.

Optional patient app sign up and troubleshooting device connections and app usage

- **Duration:** 1 x 2.0 hour sessions.
- **Method:** Online.

3. Phase 3: Functional Workflow Training (Clinical) - Clinicians

- **Trainers:** Selected internal staff members from the Customer team who will become trainers.
- **Content:** Comprehensive workflow training including all programs.

Involves user persona-based workflow.

Covers business as usual cases with system functions.

Alert management

Patient comms and assessments

Careplan customisation at patient level

Managing watchlists

Episode management from admission to discharge from virtual service.

Telehealth components

Patient reminders

Other identified key modules based on user acceptance testing plan

- **Duration:** 1 x 2.0 hour session.
- **Method:** Online.

Training Materials

- **Documentation:** User manuals, video tutorials, quick reference guides, and FAQs accessed from <https://support.caremonitor.com.au>
- **Support:** Access to a dedicated support team for any queries or issues.

Evaluation and Feedback

- **Assessment:** Regular assessments to evaluate the understanding and proficiency of trainers
- **Feedback:** Collect feedback from trainers to improve the training program.

Continuous Improvement

- **Updates:** Regular updates to training materials based on feedback and new features.
- **Support:** Ongoing support and refresher training sessions for trainers based on need basis.

CareMonitor Access Agreement

Schedule 7 Implementation Details and Scope