

DOCWISE SERVICE AGREEMENT

SOFTWARE AS A SERVICE AGREEMENT

BETWEEN:

(1) **Docwise Limited** (Company Number: 16782766), whose registered office is at [67 Stoneleigh Road, Solihull, B91 1DJ] ("**Docwise**" or "**Supplier**"); and

(2) (Practice/PCN/ICB]), whose address is at... ("**Customer**")

Effective Date:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

"**Agreement**" means this Service Agreement including all Schedules and any amendments.

"**AI Scribe Services**" means the Docwise Ai ambient scribe software and related services as described in Schedule 1.

"**Authorized Users**" means the Customer's clinicians and staff authorized to use the AI Scribe Services.

"**Confidential Information**" means all confidential information disclosed by either party.

"**Customer Data**" means all data, content, and information inputted or generated through use of the AI Scribe Services.

"**Data Processing Agreement**" or "**DPA**" means the data processing agreement at Schedule 3.

"**Documentation**" means the user guides and technical documentation for the AI Scribe Services.

"**Fees**" means the fees set out in Schedule 2.

"**Initial Term**" means [12 months] from the Effective Date.

"**Services**" means the AI Scribe Services and Support Services.

"**Subscription**" means the Customer's right to access and use the AI Scribe Services during the Term.

"**Support Services**" means technical support as described in Schedule 1.

"**Term**" means the Initial Term and any Renewal Terms.

1.2 References to "including" mean "including without limitation."

2. GRANT OF RIGHTS

2.1 License Grant

Subject to payment of Fees and compliance with this Agreement, Docwise grants the Customer a non-exclusive, non-transferable right to access and use the AI Scribe Services during the Term for the Customer's internal clinical and administrative purposes only.

2.2 User Limitations

The Customer may permit access by up to the number of Authorized Users specified in Schedule 2. Additional users require an increase in Subscription and Fees.

2.3 Restrictions

The Customer shall not:

- (a) Reverse engineer, decompile, or disassemble the Services
 - (b) Copy, modify, or create derivative works of the Services
 - (c) Rent, lease, loan, resell, or distribute the Services to third parties
 - (d) Remove or alter any proprietary notices
 - (e) Use the Services for any unlawful purpose or in breach of applicable regulations
 - (f) Access the Services to build a competitive product
-

3. IMPLEMENTATION AND SUPPORT

3.1 Implementation

Docwise shall provide:

- Initial system setup and configuration
- Technical integration assistance
- User training for Authorized Users
- DCB0160 compliance support including template documentation

3.2 Support Services

Docwise shall provide Support Services as detailed in Schedule 1, including:

- Technical support during Business Hours
- Software updates and maintenance
- Access to Documentation
- Incident resolution in accordance with service levels

3.3 Customer Responsibilities

The Customer shall:

- Provide necessary information and cooperation

- Designate a primary contact person
- Ensure Authorized Users are properly trained
- Maintain appropriate IT infrastructure and internet connectivity
- Comply with applicable laws and regulations including DCB0160
- Implement and maintain appropriate clinical governance

4. FEES AND PAYMENT

4.1 Fees

The Customer shall pay the Fees set out in Schedule 2.

4.2 Payment Terms

- Fees are payable monthly in advance via bank transfer
- Invoices issued on the first day of each month
- Payment due within 30 days of invoice date
- All Fees are exclusive of VAT

4.3 Fee Reviews

Docwise may increase Fees on annual review by providing 60 days' written notice. Increases shall not exceed 5% per annum.

4.4 Late Payment

Late payments incur interest at 4% above the Bank of England base rate. Docwise may suspend Services if payment is more than 30 days overdue.

4.5 No Refunds

Fees are non-refundable except where Docwise fails to provide the Services as contracted.

5. DATA PROTECTION

5.1 Data Processing Agreement

The parties agree to the Data Processing Agreement at Schedule 3, which forms part of this Agreement.

5.2 Roles

The Customer is the Data Controller. Docwise is the Data Processor.

5.3 Compliance

Both parties shall comply with UK GDPR and Data Protection Act 2018.

5.4 Customer Data Ownership

The Customer retains all rights, title, and interest in Customer Data. Docwise shall not use Customer Data except as necessary to provide the Services or as required by law.

6. CLINICAL SAFETY AND REGULATORY COMPLIANCE

6.1 DCB0129 Compliance

Docwise warrants that the AI Scribe Services are DCB0129 compliant and shall maintain such compliance throughout the Term.

6.2 DCB0160 Responsibility

The Customer is responsible for DCB0160 compliance for deployment of the Services within their organization. Docwise shall provide reasonable assistance including template documentation.

6.3 Clinical Responsibility

The Customer acknowledges that:

- Clinicians retain full professional responsibility for all clinical decisions and documentation
- AI-generated content must be reviewed and approved by clinicians before use
- The Services are assistive tools, not clinical decision support systems

6.4 Incident Reporting

The Customer shall promptly report any clinical safety incidents to Docwise. Docwise shall investigate and take appropriate action.

7. INTELLECTUAL PROPERTY

7.1 Docwise IP

All intellectual property rights in the Services, Documentation, and any updates or modifications remain the exclusive property of Docwise.

7.2 Customer Data

The Customer grants Docwise a license to process Customer Data solely to provide the Services.

7.3 Feedback

Docwise may use any feedback, suggestions, or ideas provided by the Customer without obligation.

7.4 Aggregated Data

Docwise may use anonymized, aggregated data derived from use of the Services for analytics, product improvement, and benchmarking, provided no individual or organization is identifiable.

8. WARRANTIES

8.1 Docwise Warranties

Docwise warrants that:

- (a) It has the right to grant the licenses under this Agreement
- (b) The Services will perform substantially in accordance with the Documentation
- (c) It shall use reasonable skill and care in providing the Services
- (d) The Services are DCB0129 compliant

8.2 Customer Warranties

The Customer warrants that:

- (a) It has authority to enter into this Agreement
- (b) It will comply with all applicable laws and regulations
- (c) It will use the Services only for lawful purposes
- (d) It will implement appropriate clinical governance and DCB0160 compliance

8.3 Disclaimer

EXCEPT AS EXPRESSLY STATED, ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. LIMITATIONS OF LIABILITY

9.1 Excluded Losses

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL LOSSES INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL.

9.2 Liability Cap

Subject to clause 9.3, each party's total aggregate liability under this Agreement shall not exceed the Fees paid or payable in the 12 months preceding the claim.

9.3 Unlimited Liability

Nothing in this Agreement limits liability for:

- (a) Death or personal injury caused by negligence
- (b) Fraud or fraudulent misrepresentation
- (c) Breach of data protection obligations
- (d) Any liability that cannot be excluded by law

9.4 Clinical Decisions

Docwise shall have no liability for clinical decisions made by the Customer's clinicians or for the content of clinical notes approved by clinicians.

10. CONFIDENTIALITY

10.1 Obligations

Each party shall keep confidential all Confidential Information received from the other party and use it only to perform this Agreement.

10.2 Exceptions

Confidentiality obligations do not apply to information that:

- (a) Is or becomes publicly available through no breach
- (b) Was lawfully in possession prior to disclosure
- (c) Is independently developed
- (d) Must be disclosed by law or regulatory requirement

10.3 Duration

Confidentiality obligations survive termination for 5 years.

11. TERM AND TERMINATION

11.1 Initial Term

This Agreement commences on the Effective Date and continues for the Initial Term.

11.2 Renewal

Unless either party gives 90 days' written notice before the end of the Initial Term, this Agreement automatically renews for successive 12-month periods ("**Renewal Terms**").

11.3 Termination for Convenience

Either party may terminate by giving 90 days' written notice, such notice not to expire before the end of the Initial Term.

11.4 Termination for Breach

Either party may terminate immediately if the other party:

- (a) Commits a material breach that is not remedied within 30 days of written notice
- (b) Becomes insolvent or enters administration/liquidation
- (c) Ceases to carry on business

11.5 Termination for Non-Payment

Docwise may terminate immediately if Fees remain unpaid for 60 days after due date.

11.6 Effect of Termination

On termination:

- All rights to access the Services cease immediately
- Outstanding Fees become immediately due
- Each party shall return or destroy Confidential Information
- Clauses that are intended to survive (including 5, 7, 9, 10, 12) continue in force

11.7 Data Retrieval

For 30 days after termination, the Customer may request export of Customer Data. After 30 days, Docwise may delete all Customer Data unless legally required to retain it.

12. GENERAL PROVISIONS

12.1 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements, representations, and understandings.

12.2 Amendments

Amendments must be in writing and signed by both parties, except that Docwise may update Documentation and service specifications with reasonable notice.

12.3 Assignment

Neither party may assign this Agreement without the other's written consent, except Docwise may assign to a group company or successor.

12.4 Force Majeure

Neither party is liable for failure to perform due to circumstances beyond reasonable control, provided they use reasonable efforts to mitigate effects.

12.5 Notices

Notices must be in writing to the addresses on page 1 or as updated. Email is acceptable for routine communications but not for termination notices.

12.6 Severability

If any provision is invalid, it shall be modified to the minimum extent necessary or severed, with remaining provisions continuing in full force.

12.7 Waiver

Failure to enforce any right does not constitute a waiver.

12.8 Third Party Rights

No third party has any right to enforce this Agreement.

12.9 Relationship

The parties are independent contractors. Nothing creates a partnership, agency, or employment relationship.

12.10 Governing Law

This Agreement is governed by the laws of England and Wales.

12.11 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTION

FOR DOCWISE LIMITED:

Signed: _____

Name: _____

Title: _____

Date: _____

FOR [CUSTOMER NAME]:

Signed: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1: SERVICE SPECIFICATION

1. AI SCRIBE SERVICES

1.1 Core Features

Docwise provides the following AI ambient scribe functionality:

- Real-time audio recording and transcription of clinical consultations
- AI-powered structuring of consultation content into clinical notes
- Secure cloud-based processing and storage
- Web-based user interface accessible via modern browsers
- Mobile application access (iOS and Android)

1.2 Service Availability

- **Availability Target:** 99% uptime during Business Hours (09:00-18:00 Monday-Friday, excluding UK bank holidays)
- **Scheduled Maintenance:** Docwise may perform maintenance outside Business Hours with reasonable notice
- **Unscheduled Downtime:** Docwise shall use reasonable efforts to minimize and promptly restore service

1.3 Updates and Enhancements

Docwise shall provide:

- Regular software updates and security patches
- New features and functionality improvements
- Updates to maintain regulatory compliance (DCB0129)
- Notice of material changes via email or in-app notifications

2. IMPLEMENTATION SERVICES

2.1 Initial Setup (one-off, included in setup fee if applicable)

- System configuration for Customer's environment
- Integration with clinical system
- User account creation for initial Authorized Users
- Initial testing and verification

2.2 Training (included)

- Online training sessions for Authorized Users (up to 3 sessions included)
- Access to training materials and video tutorials
- User guides and documentation
- Additional training available at additional cost

2.3 Compliance Support (included)

- DCB0160 compliance template documentation:
 - Clinical Risk Management File template
 - Usage Policy template
 - Standard Operating Procedure template
 - Training Programme template
 - Incident Reporting template
 - Monitoring Plan template

- Patient Privacy Notice template
- Patient Information Leaflet template
- Review session with Customer's Clinical Safety Officer
- Access to Docwise's DCB0129 documentation
- Data Processing Agreement template

3. SUPPORT SERVICES

3.1 Technical Support

- **Email Support:** contact@docwise.co.uk - Response within 4 Business Hours]
- **In-App Support:** Chat support within application
- **Priority Levels:**
 - P1 (Critical - service down): Response within 1 hour, resolution target 4 hours
 - P2 (High - major functionality impaired): Response within 4 hours, resolution target 1 Business Day
 - P3 (Medium - minor issue): Response within 1 Business Day, resolution target 5 Business Days
 - P4 (Low - general query): Response within 2 Business Days

3.2 Account Management

- Dedicated account manager for customers with 10+ users / PCN and ICB customers
- Quarterly business reviews for customers with 20+ users / PCN and ICB customers
- Regular check-ins during first 90 days

3.3 Clinical Safety Support

- Incident investigation and response
- Clinical safety reporting to MHRA where required
- Ongoing DCB0129 compliance maintenance

4. CUSTOMER RESPONSIBILITIES

The Customer must:

- Provide accurate information for setup
- Ensure adequate IT infrastructure (internet connectivity, compatible browsers)
- Designate a primary contact and Clinical Safety Officer
- Complete DCB0160 risk assessment and implement clinical governance
- Train Authorized Users and ensure competency

- Report incidents and safety concerns promptly
- Maintain patient consent procedures
- Review and approve all AI-generated content before clinical use

5. EXCLUSIONS

Docwise is not responsible for:

- Clinical decisions or content approved by Customer's clinicians
- Integration issues caused by Customer's IT systems
- Internet connectivity problems
- User error or unauthorized use
- Issues arising from Customer's failure to implement updates

SCHEDULE 2: FEES AND PAYMENT

1. SUBSCRIPTION FEES

1.1 Pricing Model: Per User Per Month

The Customer shall pay monthly Subscription Fees based on the number of Authorized Users:

User Tier	Monthly Fee Per User	Annual Commitment Discount
1-5 users	£per user	% discount if paid annually
6-10 users	£per user	% discount if paid annually
11-20 users	£per user	% discount if paid annually
21-50 users	£per user	% discount if paid annually
51+ users	£per user	% discount if paid annually

PCN/ICB Volume Pricing:

Organization Type	Monthly Fee	Included Users	Additional Users
Single Practice	£	Up to	£ per user
PCN (up to 5 practices)	£	Up to	£ per user
PCN (6-10 practices)	£	Up to	£ per user
ICB	Custom pricing	Custom	Custom

1.2 Initial Subscription

Number of Authorized Users: Monthly Subscription Fee: £ Billing Frequency: Monthly / Annually
(delete as applicable)

2. ADDITIONAL CHARGES

2.1 User Increases

- Customer may add users at any time by providing written notice
- Additional users charged at current rate from date of activation
- Pro-rated for first partial month

2.2 Overage Charges

If Customer exceeds licensed user count without prior notification: £ per unauthorized user per month.

3. PAYMENT TERMS

3.1 Billing

- Invoices issued on 1st day of each month for that month's service
- Direct Debit mandate to be completed (if applicable)
- Payment due within 30 days of invoice date

3.2 Payment Method

BACS transfer

Bank details: Account Name: Sort Code: Account Number: Reference: [Customer name + invoice number]

3.3 VAT

All Fees are exclusive of VAT, which shall be added at the prevailing rate.

3.4 Late Payment

- Interest charged at 4% above Bank of England base rate
- Right to suspend service if payment >30 days overdue
- Right to terminate if payment >60 days overdue

4. FEE INCREASES

- Fees may be increased annually on anniversary date
- Minimum 60 days' written notice required
- Increases capped at 5% per annum
- Customer may terminate within 30 days of increase notice if >10% increase

5. CANCELLATION AND REFUNDS

- No refunds for monthly subscriptions
 - Annual subscriptions: Pro-rated refund if Docwise fails to provide Services
 - No refund for Customer convenience cancellation
 - Setup fees are non-refundable
-

SCHEDULE 3: DATA PROCESSING AGREEMENT

The Data Processing Agreement between the parties dated is incorporated into and forms part of this Agreement.

Key terms:

- Customer is Data Controller
 - Docwise is Data Processor
 - Processing purpose: Provision of AI ambient scribe services
 - Data types: Patient health data, clinician voice recordings
 - Retention: Audio deleted within 24 hours, text transferred to Customer system
 - Security: Encryption in transit and at rest
 - Sub-processors: Listed in DPA, 30 days notice of changes
-

END OF AGREEMENT

SIGNATURE PAGE

By signing below, the parties agree to be bound by the terms of this Agreement including all Schedules.

DOCWISE LIMITED

Signature: _____

Print Name: _____

Title: _____

Date: _____

[CUSTOMER NAME]

Signature: _____

Print Name: _____

Title: _____

Date: _____

This Agreement has been executed as of the date written above.