



GP Triage – Terms and Conditions

1 – SaaS Services and Support

1.1 Subject to the terms of this Agreement, GP Triage Ltd will use commercially reasonable efforts to provide the Customer the Services in accordance with the Service Level Terms attached hereto as Exhibits A–C. As part of the registration process, the Customer will identify an administrative username and password for the Customer's GP Triage Ltd account. GP Triage Ltd reserves the right to refuse registration of, or cancel passwords, it deems inappropriate.

1.2 Subject to the terms hereof, GP Triage Ltd will provide the Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

2 – Restrictions and Responsibilities

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by GP Triage Ltd or authorized within the Services); or remove any proprietary notices or labels.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with GP Triage Ltd's standard published policies then in effect (the "Policy") and all applicable laws and regulations. The Customer hereby agrees to indemnify and hold harmless GP Triage Ltd against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although GP Triage Ltd has no obligation to monitor the Customer's use of the Services, GP Triage Ltd may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The Customer shall also be responsible for maintaining the security of the Equipment, the Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer's account or the Equipment with or without the Customer's knowledge or consent.

3 – Confidentiality & Proprietary Rights

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary

Information of GP Triage Ltd includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of the Customer includes non-public data provided by the Customer to GP Triage Ltd to enable the provision of the Services ("Customer Data").

3.2 The Receiving Party agrees:

- to take reasonable precautions to protect such Proprietary Information, and
- not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

3.3 The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof, or any information that the Receiving Party can document:

- (a) is or becomes generally available to the public, or
- (b) was in its possession or known by it prior to receipt from the Disclosing Party, or
- (c) was rightfully disclosed to it without restriction by a third party, or
- (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or
- (e) is required to be disclosed by law.

3.4 The Customer shall own all rights, title and interest in and to the Customer Data. GP Triage Ltd shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the support, and (c) all intellectual property rights related to any of the foregoing.

3.5 Notwithstanding anything to the contrary, GP Triage Ltd shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and GP Triage Ltd will be free (during and after the term hereof) to:

- use such information and data to improve and enhance the Services, and
- disclose such information and data solely in aggregate or other de-identified form in connection with its business.

3.6 No rights or licenses are granted except as expressly set forth herein.

4 – Payment of Fees

4.1 The Customer will pay GP Triage Ltd the applicable fees for the Services in accordance with the terms set out in the Order Form or agreed procurement documentation.

4.2 Unless otherwise stated, all fees are exclusive of VAT and any applicable taxes, which will be added at the prevailing rate.

4.3 Invoices will be issued in accordance with the agreed billing schedule and are payable within thirty (30) days of the invoice date, unless otherwise agreed in writing.

4.4 If any undisputed amount is not received by GP Triage Ltd within thirty (30) days after the invoice date, GP Triage Ltd may:

- charge interest on such overdue amounts at a rate of 4% per annum above the Bank of England base rate, and/or
- suspend provision of the Services until such amounts are paid in full.

4.5 All fees paid are non-refundable except where the Customer terminates for material breach by GP Triage Ltd under clause 10 (Termination), in which case any prepaid unused fees will be refunded on a pro-rata basis.

4.6 Pricing for the Services is based on the agreed service configuration and contracted population or deployment footprint. Any increase in contracted population or change in the deployment scope may result in adjusted fees in accordance with the published pricing model or agreed contract variations.

5 – Customer Responsibilities

5.1 The Customer shall provide GP Triage Ltd with:

- timely access to relevant stakeholders and information reasonably required for onboarding, configuration and support, and
- appropriate system access, permissions, and clinical system configuration where required for integration or operational use of the Services.

5.2 The Customer is responsible for ensuring that all users accessing the Services on its behalf:

- are appropriately authorised,
- are adequately trained, and
- use the Services in accordance with applicable guidance, policies, and clinical governance processes.

5.3 The Customer is responsible for:

- (a) the accuracy, quality, and legality of Customer Data, and the means by which it acquires such data,
- (b) ensuring that the use of the Services complies with applicable laws, regulations, and local clinical governance requirements, and
- (c) ensuring that any required patient communications, safety netting or escalation activities outside of the platform remain in place as part of the Customer's operating model.

5.4 The Customer shall not:

- make the Services available to any third party except to its authorised users,
- sell, resell, transfer, sub-license, or assign the Services except as permitted by the Agreement, or
- attempt to reverse engineer or create derivative works of the Services except to the extent permitted by law.

5.5 The Customer acknowledges that the Services are intended to support, not replace, clinical judgment. The Customer retains full responsibility for clinical decision-making, triage outcomes, and any local models of care, referral pathways or escalation procedures.

6 – Term & Termination

6.1 This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years (the “Initial Term”), unless terminated earlier in accordance with this section.

6.2 A contractual break clause may be included, if agreed between the parties at the point of contract formation, and any such break clause shall specify the circumstances and notice requirements under which either party may terminate the Agreement prior to the end of the Initial Term.

6.3 Either party may terminate this Agreement with immediate effect by written notice if:

- (a) the other party commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach, or
- (b) the other party becomes insolvent, enters administration, or otherwise ceases to trade.

6.4 Upon termination for any reason:

- (a) all rights granted to the Customer under this Agreement shall cease,
- (b) the Customer shall cease all use of the Services, and
- (c) GP Triage Ltd shall make any Customer Data available for secure export for a period of thirty (30) days following the effective date of termination.

6.5 If the Customer terminates under clause 6.3(a), GP Triage Ltd will refund any prepaid, unused fees on a pro-rata basis. No other refunds shall be payable.

6.6 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued prior to the date of termination.

7 – Warranty & Disclaimer

7.1 GP Triage Ltd warrants that it will provide the Services with reasonable skill and care and in accordance with applicable laws and regulations relevant to its role as a service provider.

7.2 GP Triage Ltd does not warrant that the Services will be uninterrupted or error-free, but will use reasonable endeavours to minimise service disruption and to remediate issues promptly.

7.3 The Customer acknowledges that the Services are intended to support, not replace, clinical judgment. GP Triage Ltd does not warrant any clinical outcomes, and the Customer remains responsible for all decisions relating to patient care, triage outcomes, and local clinical governance.

7.4 Except as expressly stated in this Agreement, the Services are provided on an “as is” and “as available” basis and all other warranties, representations, or conditions (whether express, implied, statutory, or otherwise) are excluded to the maximum extent permitted by law.

8 – Limitation of Liability

8.1 Nothing in this Agreement shall limit or exclude either party’s liability for:

- (a) death or personal injury caused by negligence,
- (b) fraud or fraudulent misrepresentation, or
- (c) any other liability which cannot be limited or excluded by law.

8.2 Subject to clause 8.1, neither party shall be liable to the other for any:

- (a) indirect, special or consequential loss,
- (b) loss of profits, revenue, or business,
- (c) loss of data where such loss arises from the Customer's failure to maintain adequate backups or export data prior to termination, or
- (d) loss arising from third-party systems, infrastructure, or clinical systems outside that party's control.

8.3 Subject to clause 8.1, the total aggregate liability of either party arising out of or in connection with this Agreement (whether in contract, tort, negligence or otherwise) shall not exceed the total fees paid or payable by the Customer under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

8.4 GP Triage Ltd shall not be liable for healthcare outcomes, clinical decision-making, or any actions taken by clinical staff or the Customer in connection with the use of the Services.

9 – Data Protection & Information Governance

9.1 For the purposes of applicable data protection legislation, the Customer acts as Data Controller and GP Triage Ltd acts as Data Processor in respect of any personal data processed through the Services, except where GP Triage Ltd determines the purposes of processing for system-level data (e.g., usage analytics), in which case GP Triage Ltd shall act as an independent Data Controller.

9.2 Each party shall comply with its respective obligations under the UK GDPR, the Data Protection Act 2018, and any other applicable data protection or information governance requirements.

9.3 GP Triage Ltd will process personal data only on documented instructions from the Customer, including those provided through the normal use and configuration of the Services.

9.4 GP Triage Ltd implements and maintains appropriate technical and organisational measures to protect personal data, including:

- (a) access controls and authentication,
- (b) encryption in transit and at rest,
- (c) audit and logging,
- (d) vulnerability and penetration testing, and
- (e) secure development and change management processes.

9.5 GP Triage Ltd completes and maintains an up-to-date Data Protection Impact Assessment (DPIA) covering the Services and provides assistance to the Customer in completing local DPIAs where required.

9.6 GP Triage Ltd maintains a current Data Security & Protection Toolkit (DSPT) submission at "Standards Met" level.

9.7 Sub-processors (if any) will only be used with appropriate contractual safeguards and will be disclosed to the Customer upon request.

9.8 GP Triage Ltd will notify the Customer without undue delay upon becoming aware of any personal data breach affecting Customer Data and will cooperate with any reasonable requests required to meet regulatory reporting obligations.

9.9 Upon termination of this Agreement, Customer Data will be made available for secure export for thirty (30) days, after which it will be deleted unless retention is required by law.

10. General

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations relating to its subject matter. Any variation to this Agreement must be agreed in writing and signed by both parties.

10.2 Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that GP Triage Ltd may assign to a successor entity in connection with a merger, acquisition or corporate reorganisation.

10.3 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by events beyond its reasonable control, provided that the affected party takes reasonable steps to mitigate the impact.

10.4 Third Party Rights

This Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 for any person who is not a party to it.

10.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.6 Notices

Any notices required under this Agreement shall be in writing and sent to the registered office or principal business address of the relevant party, or to such other address as may be notified in writing.

10.7 Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.

11 – Incorporation into Call-Off Contracts

These Terms and Conditions form part of the contractual documentation for the Services and shall apply to any Call-Off Contract awarded under G-Cloud or other procurement arrangements. They shall be deemed incorporated without the need for separate execution.