



Terms and conditions (Supplier Terms)

Health Software as a Service (SaaS)

Structure of these Supplier Terms

These Supplier Terms contain provisions that are specific to the provision of Health SaaS. At the end of the General Provisions there is an Annex, which sets out additional product/service specific provisions (which also override the General Provisions if there is any conflict).

There is an Annex for:

- AdviseInc SaaS incorporating
 - Price Benchmarking
 - Master Data Service / Management
 - Platform Modules, inc. Inventory, Catalogue Check, Workplan, P2P, Medicines
 - Framework Product Information Management (PIM) & Activity Based Income (ABI) Checking Portal

At the end of these Supplier Terms is a Glossary. Any capitalised terms within these Supplier Terms which are not defined in the Glossary shall have the meaning set out elsewhere in this Agreement.

General Provisions

SaaS Onboarding Services

The Supplier shall deliver the SaaS Onboarding Services specified in the Particulars.

Unless expressly stated otherwise in the Particulars, the parties recognise that any SaaS Onboarding Services and Professional Service days set out in this Agreement are an estimate based on the parties' current understanding of their requirements and obligations.

Unless expressly stated otherwise in the Particulars, all SaaS shall be tested in accordance with the Supplier's standard test policies. Any additional testing activities that the Buyer requires the Supplier to carry out must be agreed in writing between the parties and may be chargeable. The Buyer shall be deemed to accept the SaaS, and such acceptance shall be irrevocable, if the SaaS is used by the Buyer in a live environment and/or for any live operations.

The Buyer shall be deemed to accept the Deliverables set out in any Acceptance Certificate issued by the Supplier and such acceptance shall be irrevocable if the Buyer does not provide any written notification to the contrary and has failed to sign the Acceptance Certificate within the time period set out within such Acceptance Certificate.

Access to and use of the SaaS

Subject to the Buyer complying with the restrictions set out in these Supplier Terms and the other terms and conditions of this Agreement, the Supplier shall grant to the Buyer a non-exclusive, non-transferable right to permit the Authorised Users to use the SaaS and the Documentation during the SaaS Term solely for the Buyer's internal business purposes.

The Supplier shall grant the Buyer's Administrator access to the SaaS in the technologically appropriate manner either by provision of a licence key, by granting access to a downloadable app, or by means of issuing a user name and password for the SaaS portal

which can be accessed through such URL as may be notified by the Supplier from time to time ("**SaaS Portal**").

The Buyer's Administrator shall then be permitted to access the SaaS through the SaaS Portal and it shall be the Buyer's Administrator's responsibility to configure the set-up of the SaaS, within the parameters set out within the Documentation, to reflect the Buyer's own policies and practices on application assessment and decision making.

The Buyer's Administrator, in accordance with the Documentation, shall be permitted to set up further users authorised to access the SaaS on behalf of the Buyer. It is the Buyer's Administrator's responsibility to set the controls on and levels of access for each further user authorised. For the avoidance of doubt, the Buyer's Administrator and the further users set up by the Buyer's Administrator under this paragraph shall be the "Authorised Users" for the purposes of this Agreement.

If there is an End User named in the Particulars, the Supplier grants the Buyer the right to access and use the SaaS for the benefit of such End User.

In relation to the Authorised Users, the Buyer undertakes that:

- each Authorised User shall keep a secure password for their use of the SaaS and Documentation, that such password shall be kept confidential and shall be changed no less frequently than every 90 days;
- it shall permit the Supplier to audit the SaaS. Such audit may be conducted no more than once annually, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Buyer's normal conduct of business. If any of the audits referred to in this paragraph establishes that any unauthorised access has occurred or that passwords have been provided to individuals who are not Authorised Users, then without prejudice to the Supplier's other rights, the Supplier reserves the right to (i) charge the Buyer for the costs of performing the audit(s), and/or (ii) recover the charges which would have been due to the Supplier had the Supplier licensed such additional use; and/or (iii) disable such passwords and shall not issue any new passwords to such individuals (unless or until the appropriate charges due in respect of any additional concurrent or named users have been paid);
- In relation to the Buyer's Administrator, the Buyer undertakes that:
 - ➔ the Buyer's Administrator will review and act upon any update information or reasonable instructions of the Supplier, including disseminating such applicable update information and instructions to other Authorised Users; and
 - ➔ the Buyer's Administrator shall monitor the Authorised Users and ensure that they act in accordance with the terms of this Agreement.
- The Buyer shall not (and shall ensure that its Authorised Users shall not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the SaaS that:
 - ➔ is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ➔ facilitates illegal activity;
 - ➔ depicts sexually explicit images;

- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- is otherwise illegal or causes damage or injury to any person or property,

and the Supplier reserves the right, without liability or prejudice to its other rights to the Buyer, to disable the Buyer's access to any material that breaches the provisions of this paragraph.

The Buyer shall not (and shall ensure that its Authorised Users shall not):

- attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the SaaS, except:
 - as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; and
 - to the extent expressly permitted under this Agreement.
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the SaaS and/or Documentation (as applicable) in any form or media or by any means; or
- access all or any part of the Services and Documentation in order to build a product or service which competes with the SaaS and/or the Documentation; or
- use the SaaS and/or Documentation to provide services to third parties (the Buyer's citizens shall not be deemed to be third parties for the purposes of this paragraph); or
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS and/or Documentation available to any third party except the Authorised Users; or
- attempt to obtain, or assist third parties in obtaining, access to the SaaS and/or Documentation, other than as provided under this paragraph.

The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the SaaS and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

The Buyer shall access the SaaS by network communications as agreed between the parties in writing.

The Supplier will use reasonable commercial endeavours to accommodate the introduction of legislative changes. The Supplier expressly reserves the right to charge for the provision of any such legislative updates where: (a) the development of the update is in the reasonable opinion of the Supplier technically complex; and (b) the costs of developing the update are in the reasonable opinion of the Supplier sufficient to warrant a charge for the provision of the update to the Supplier's buyers at large.

Security, Disaster Recovery and Back-up Policy

The Buyer shall own all right, title and interest in and to all of the Buyer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Buyer Data.

The Supplier confirms that:

- the SaaS is provided via a private community cloud. A list of the Supplier's sub-processors that the Supplier directly engages for the specific Deliverables as a sub-processor from time to time is available at www.necsws.com/subprocessors. Any changes to the list of the Supplier's sub-processors will be updated via this link. The Buyer consents to the use of such third party provider services (including the sub-processing by that third party of the Buyer's Data), which regardless of any other provision of this Agreement, shall be provided in accordance with the terms & conditions of the cloud service provider, to the exclusion of all other terms, including in relation to service availability and support. For clarity, the only service levels that shall apply to the hosting platform component of relevant SaaS are those provided by the cloud service provider;
- the SaaS platform is designed and implemented in accordance with the 27001 baseline control set. The environment from which the SaaS shall be delivered conforms to the relevant sections of the Government Security Policy Framework and Personnel Security Controls and to all relevant Communications Electronics Security Group Memoranda, Manuals and Standards;
- it shall comply with the Supplier's Privacy and Security Policy relating to the privacy and security of the Buyer Data;
- its information security management system is certified to ISO 27001;
- its quality management system is certified to ISO 9001:2015
- its service management system operates in accordance with ITIL v4; and
- the information assurance process as detailed within the paragraphs above will be periodically revised and updated to ensure alignment with good industry practice.

The Buyer recognises that the SaaS is a hosted, multi-tenanted solution. The Buyer Data will be segregated from the data of other Supplier buyers using the SaaS and there will be no data sharing facility unless expressly authorised by the Buyer.

The Supplier confirms that it uses more than one data centre with separate infrastructure and resilience for provision of the SaaS to ensure relocation of the SaaS provision in the event of non-availability of one data centre.

The Supplier confirms that its disaster recovery and business continuity policies, processes and procedures are based on ISO 22301:2019.

The Back-Up Policy is as follows:

- the Supplier takes multiple back-ups within the system as part of the SaaS, in particular, back-ups (using a cycle that includes daily (incremental), weekly (entire image), monthly and annual saves) are taken daily from the live system utilising an automated process scheduled to run overnight, taking into account any batch routines and system availability requirements;
- back-ups are transferred offsite daily and replicated to a secondary location;
- in the event of any loss or damage to Buyer Data, the Buyer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Buyer Data from the latest back-up of such Buyer Data maintained by the Supplier; and
- the Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by any third party (except those third parties sub-

contracted by the Supplier to perform services related to Buyer Data maintenance and back-up).

Buyer Obligations

Except where the Supplier has specifically agreed to provide such services the Buyer will:

- during the onboarding phase provide appropriately skilled personnel to support configuration of the SaaS, as required;
- be responsible for the operation and use of the SaaS and any associated documentation and the results obtained from these; and
- supply the Supplier with any information and assistance reasonably necessary for the Supplier to perform its obligations under this Agreement.

The Buyer shall:

- provide the Supplier with (i) all necessary co-operation in relation to this Agreement; and (ii) all necessary access to such data and information as may be required by the Supplier in order to provide the SaaS, including but not limited to Buyer Data. For clarity, where the Supplier is required to process data to be provided by third parties in order to provide the SaaS, the Buyer shall be responsible for entering into all necessary data sharing arrangements and agreements with such third party(ies);
- comply with all applicable laws and regulations with respect to its activities under this Agreement;
- carry out all other Buyer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary and reserves the right to charge the Buyer for any costs incurred by the Supplier as a consequence of such delay;
- ensure that (where applicable) the Authorised Users use the SaaS and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the SaaS;
- ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- to the extent it is within their control, be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Buyer's network connections or telecommunications links or caused by the internet. The Supplier is not responsible for network issues which arise outside of its network perimeter.

SaaS Availability and Support

The Supplier shall use commercially reasonable endeavours to make the SaaS available 08:00 to 20:00 UK time on Business Days, except for:

- planned maintenance carried out during the maintenance window of (i) 17:30 to 09:00 UK time on Business Days; and (ii) at any time on a non-Business Day, for which the Supplier shall give the Buyer at least 24 hours' notice in advance; and
- unscheduled emergency maintenance carried out, where possible unless there is an identified and demonstrable immediate risk to the SaaS infrastructure, during the maintenance window of (i) 17:30 to 09:00 UK time on a Business Day; and (ii) at any time on a non-Business Day, for which the Supplier shall use reasonable endeavours to give the Buyer at least six hours' notice in advance.

The SaaS supports mainstream browsers for example IE, Edge, Chrome, Firefox and Safari unless otherwise stated in the release documentation.

During the SaaS Term the Supplier shall, as part of the SaaS and at no additional cost to the Buyer, provide the Buyer with the Supplier's standard Buyer support services through its service desk ("**Service Desk**").

The Service Desk can be contacted by the Buyer's Authorised Users in the following ways during the following times:

- via the Supplier's customer portal which can be accessed through the URL <https://helphub.necsws.com/> ("**Customer Portal**"), 24 hours a day, seven days a week; or
- where the Customer Portal is not available for any reason, through the Service Desk telephone number (to be provided) during Normal Business Hours.

When logging a request for support ("**Support Request**"), the Authorised User must provide the following information to the Service Desk (whether through the Customer Portal or via email):

- Authorised User Name;
- Authorised User Location;
- Authorised User's contact details – telephone and email;
- Details of the nature of the fault or description of the issue; and
- Details of who is being affected, i.e. single user, a group of users or the whole organisation, and the impact that the fault or issue is having including any urgency surrounding the support call.

The Service Desk will then resolve the call remotely, which may (a) involve a call to the Authorised User for additional information and data; and/or (b) referral to the Supplier's application support team for further investigation.

The Supplier shall have no obligation to:

- correct any incident reported by the Buyer if such reported incident is not reproducible by the Supplier in the SaaS; or
- correct any Priority 4 reported incident and reserves the right to abandon attempts to provide a fix where the costs are likely to be excessive or the commercial benefits to the Supplier's customers at large are likely to be negligible; or
- correct any incident if such incident arises from misuse or abuse of the SaaS.

Service Levels

Priority	Reasoning
1	The LIVE system affected is unusable and has stopped operations – either the total system or a critical task/major functionality. No workaround is available to the client.
2	Use of the LIVE system affected is degraded and/or disrupted but not catastrophic. Major business disruption which severely impairs key functional aspects of the application but does not prevent operationally critical processing.
3	- The LIVE system affected is usable but suffers from intermittent problems without significant material user impact or can be circumvented and/or - The Non-Production e.g. training/test system is unusable and has stopped operations.
4	Minor impact on non-critical aspects of the LIVE system or a cosmetic change. Client's use of the LIVE system is not materially impaired; and/or Use of the Non-Production e.g. training/test system is degraded and/or disrupted.

Termination and Consequences of Termination

In the event the Supplier elects to withdraw a particular type of SaaS, it may do so without liability provided it has given the Buyer not less than six months' prior written notice.

The Supplier shall, following the expiry of the SaaS Term, disable the Buyer's access to the SaaS.

Third Party Deliverables

In the event that a third party suspends or terminates (or gives notice to suspend or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then the Supplier shall be entitled to suspend or terminate the provision of such Deliverable(s) to the Buyer under this Agreement.

Additional Terms

Regardless of any other provision in the Agreement:

Specification

- if this Agreement contains the Buyer's service description, requirements and/or specification ("**Specification**") and if any provision of that Specification conflicts with these Supplier Terms, then these Supplier Terms will take precedence.

Buyer Policies and consents

- the Supplier's individual staff involved in providing the Services shall not be required to sign any Buyer provided IT remote access, usage or email policy documents.
- the Supplier shall not be required to enter into any separate or additional agreements or arrangements with the Buyer (or any third party that is not a subcontractor or sub-processor of the Supplier) in order to provide the Deliverables, including codes of connection, network/system access or data processing/sharing agreements.

Exclusions

- except to the extent not permitted by law, the Supplier shall have no liability under or in connection with this Agreement, to the extent that any losses, damage or defects arise as a result of (but not limited to):
 - the late arrival or non-arrival of Buyer Data or other material from the Buyer;
 - errors or omissions in any information, data, instructions or scripts (including where the same is in the correct format) provided to the Supplier by the Buyer or any third party in connection with this Agreement;
 - any actions taken by the Supplier at the Buyer's direction;
 - failure to detect errors in any work performed by the Supplier which the Buyer has undertaken to check
 - the act and/or omission of a third party (including a subcontractor and/or sub-processor but excluding any Group Company) unless and to the extent only that the third party is liable to the Supplier for such act/omission; or
 - any other act or omission of the Buyer (or third parties appointed by or under its control) including but not limited to failure of communication links.
- the Buyer assumes sole responsibility for results obtained from its use of the SaaS and for any conclusions drawn from such use.

Transfer of employees

- the Buyer warrants, represents and undertakes to the Supplier that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("**TUPE**") of employees from the Buyer (or any supplier, contractor or other service provider to the Buyer) to the Supplier (or any third party supplier/subcontractor to the Supplier). Regardless of any other provision of this Agreement, the Buyer agrees to indemnify the Supplier against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the Supplier in connection with or as a result of:
 - a claim by any person who transfers or alleges that they have transferred to the Supplier (or any third party supplier/subcontractor to the Supplier) as a result of entering into this Agreement; and/or
 - any failure by the Buyer to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE.

Intellectual Property Rights

- the provisions in this Intellectual Property section shall not apply to any software provided by the Supplier.
- the Buyer acknowledges that the Supplier and/or their respective licensors own Intellectual Property Rights in the software that is provided as SaaS in any specifications, data, databases, documentation, and other materials provided to the Buyer as part of the Services. Except as expressly stated in this Schedule, the Supplier does not grant the Buyer any rights to, or in, the Intellectual Property Rights in respect of the SaaS or any other materials.
- the Supplier grants the Buyer a non-transferable, non-exclusive right during the term of this Agreement to use the materials supplied by the Supplier under the Services for its own internal business purposes. Where the Agreement expressly states that Buyer is procuring the Deliverables on behalf of or for the benefit of a specified third party end customer, the licence granted in this paragraph applies to that end customer and allows them to use the materials for that end customer's own internal business purposes.
- all Intellectual Property Rights in the Buyer Data and any other materials provided to the Supplier by the Buyer for the Supplier to provide the Services will remain vested in the Buyer. The Buyer grants the Supplier a perpetual, royalty free, non-exclusive licence to use (and copy) the Buyer Data to perform this Agreement and to comply with any requests made to the Supplier under statute.

Certifications and Accreditations

- the Supplier's certifications and accreditations are as set out at [Certificates and Registrations - NEC Software Solutions](#), as updated by the Supplier from time to time.

Third Party Deliverables

- in the event that a third party suspends or terminates (or gives notice to suspend or terminate) the provision of any Deliverable(s) to the Supplier for any reason, then the Supplier shall be entitled to suspend or terminate the provision of such Deliverable(s) to the Buyer under this Agreement.

Offshore Resource

- in some circumstances we may use resources provided by one or more of our Group Companies, including those of our Group Company NEC Software Solutions India PVT Limited. This may involve sharing your data (including Personal Data) with them, processing, or transferring your data outside the UK. Whenever we use the resources of our Group Companies, and/or process or transfer your data out of the UK, the terms of our Agreement with you, including applicable legislation, as well as our internal policies, procedures and processes shall apply. At all times we retain responsibility for ensuring compliance by our Group Companies with our obligations. By entering into this Agreement you consent to the use of our Group Companies' resources (including NEC Software Solutions India PVT Limited) to provide the Deliverables, and/or to process your data (including Personal Data).

Sub-processors

- in addition to the specific authorisation above, the Buyer also grants to the Supplier general authorisation to engage Sub-processor(s) as third-party Processors of Personal Data under this Agreement. A list of the Supplier's Sub-

processors that the Supplier directly engages for the specific Deliverables as a Sub-processor from time to time is available at **[www.necsws.com\subprocessors](http://www.necsws.com/subprocessors)**. Any changes to the list of the Supplier's Sub-processors will be updated via this link.

Annex: AdviseInc

Where any of the AdviseInc suite of SaaS products are to be provided the provisions set out in this Annex shall apply. If there is any conflict between the provisions set out in this Annex and the General Provisions, this Annex shall apply.

Access to and use of the SaaS

The Buyer shall have no right to grant sub-licences.

The Buyer shall not:

- make available to a third party, or allow a third party to access, any part of the Supplier Data, Platform, Services and/or Documentation;
- access all or any part of the AdviseInc Data, Platform, Services and/or Documentation in order to build a product or service which competes with the Platform or Services;
- make available to a Competitor, or allow a Competitor to access, any part of the AdviseInc Data, Platform, Services and/or Documentation;
- use the AdviseInc Data, Platform, Services and/or Documentation to provide services to third parties;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit (except as expressly permitted by this Agreement), the AdviseInc Data and/or the Platform.

The Buyer shall be entitled to appoint External Users to assist the Buyer in its use of the Platform. Any External Users so appointed shall enter into a separate licence agreement with the Supplier binding the External User to the relevant terms of this Agreement.

The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the AdviseInc Data, Platform, Services and/or the Documentation and, in the event of becoming aware of any such unauthorised access or use, shall promptly notify the Supplier.

The rights provided under this Agreement are granted to the Buyer only, and are not granted to any client, supplier, subsidiary or holding company of the Buyer or to any other organisation, trust or foundation body. Except for the rights expressly granted by this Agreement, all rights in the AdviseInc Data are reserved to the Supplier.

Hosting

The Buyer acknowledges that the SaaS is hosted in a third party environment provided by Amazon Web Services ("AWS") using a public cloud solution which, regardless of any other provision in this Agreement, shall be provided in accordance with AWS's standard terms & conditions as at the date of signature of the Agreement to the exclusion of all other terms, including in relation to service availability and support. For clarity, the only Service Levels that shall apply to the AWS hosting platform component of the SaaS are those provided by AWS.

The Buyer consents to the use of AWS as a sub-processor of personal data for the purpose of providing AWS cloud services and acknowledges and agrees to the provision of those services on AWS' standard terms.

Technical Requirements

Service Dependencies

Support Services

For the purposes of this Schedule, the following terms shall have the meaning set out below:

Core Service Hours means 9.00am to 5.00pm Monday to Friday excluding bank holidays in England and Wales ("**Core Service Hours**").

Service Availability

The Supplier provides AdviseInc SaaS as a fully hosted and supported solution. The Supplier shall use commercially reasonable endeavours to make the service available 24x7x365 subject to downtime for routine and emergency maintenance.

Help Desk

The Supplier shall provide a Support Helpdesk for the use of Authorised Users. The Support Helpdesk can be accessed in the following ways:

Dedicated email address: support@adviseinc.co.uk

Dedicated help desk P1 phone number:/ support helpline: 0207 112 9222

The Supplier shall during Support Hours:

- (a) answer queries about AdviseInc Data, and
- (b) respond to any issues which have been reported to it by an Authorised User in relation to the Platform.

Access to and use of the SaaS

The Buyer shall ensure that

- it will not allow any Authorised User log-in credentials to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform and/or Documentation
- it shall not increase the number of Authorised Users beyond the Maximum Number without the Supplier's prior written agreement.

The Buyer agrees that the Supplier and/or its licensors have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of AdviseInc Data.

The Supplier warrants that AdviseInc's use of Base Data complies with the licences granted by its licensors.

The Supplier makes no representations or warranties, and shall have no liability, in relation to the Base Data or the Buyer's use of Base Data. Base Data is provided as-is, and the Supplier is not responsible for errors or omissions in Base Data and shall not be

liable for any loss or damage caused by its use.

Where the Buyer has appointed a Collaborator, the Buyer agrees that any information, instructions or requests received by the Supplier from the Collaborator shall be information, instructions and requests validly made by the Buyer, and the Supplier shall have no obligation to ensure that such information, instructions and requests have been validly made or accurately communicated to the Supplier.

Neither party shall, for the duration of this Agreement and for a period of twelve months following its expiry or termination, directly or indirectly induce or attempt to induce any employee or contractor of the other party to leave the employment of the other party or cease to be engaged by the other party.

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

Glossary

In addition to the terms defined elsewhere in this Service Definition (or other parts of the Agreement), the following terms shall have the following meaning:

"AdviseInc Data"	means in relation to the AdviseInc SaaS products referenced herein, the Base Data as made available by the Supplier to the Buyer on the Platform, including any Insights, Derived Data, additional data, and any data classification, data schemas, reformatting, manipulation, labelling, or adaptation of the Base Data.
AdviseInc Materials	the AdviseInc Data, the Platform, the Documentation and the Services, as changed from time to time, and any derivative works, additional functionality, elements, parts, modifications or improvements thereto (but excluding Base Data).
"Acceptance Certificate"	means a document issued by the Supplier following completion of a deliverable.
"Agreement"	means the relevant agreement to which these Supplier Terms is attached and of which this document forms part.
"Authorised Users"	means those employees, agents and independent contractors of the Buyer who are authorised by the Buyer to use the SaaS and the Documentation, as further described in this Schedule.
"Back-Up Policy"	means the specific arrangements for the back-up of Buyer Data as set out in this Schedule, as may be amended from time to time by the Supplier in its sole discretion upon reasonable prior written notice.
"Base Data"	means the data made available to AdviseInc by its licensors.
"Business Day"	means any day which is not a Saturday, Sunday or bank or public holiday in the UK.
"Buyer's Administrator"	means the person duly appointed by the Buyer to act as its administrator and the Supplier's lead contact for the purposes of the SaaS, as notified by the Buyer to the Supplier.
"Buyer Data"	means the data inputted by the Buyer, or Authorised Users for the purpose of using the SaaS or facilitating the Buyer's use of the SaaS.
"Collaborator"	means in relation to AdviseInc SaaS, a third party appointed by the Customer to help the Customer make use of the Platform and the Services.
"Competitor"	means in relation to AdviseInc SaaS, any company making available (or intending to make available) data which is the same or substantially similar to AdviseInc Data and/or Base Data, or services which are the same

	or substantially similar to the Services, including NHS England and NHS Supply Chain.
"Derived Data"	means in relation to the AdviseInc SaaS products referenced herein any new data, numbers or information created by the Supplier or on the Supplier's behalf.
"Documentation"	means the written and/or online descriptions of the SaaS features, functions and methods of operation and the instructions provided for its use.
"End User"	means the entity identified as such in the Particulars.
"External User"	means in relation to the AdviseInc SaaS a natural person working for an external organisation (eg. Deloitte, Capita, Cap Gemini) that has been engaged by the Buyer to assist the Buyer in its use of the Platform where a) the external organisation has entered into a separate licence agreement with the Supplier, and b) that natural person's identity has been registered as part of the Platform sign-on process.
"Group Company"	means the Supplier, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company. A "holding company" and "subsidiary" shall have the meaning as set out in section 1159 of the Companies Act 2006.
"Normal Business Hours"	means 09:00 to 17:30 UK time, each Business Day.
"Particulars"	means the document entitled "Particulars" to which these Supplier Terms are attached, and if there is no such document, that part of the Agreement setting out the key details of the Deliverables and the amounts payable therefor.
"Personal Data" and "Processor"	take the meaning given in the UK GDPR.
"Platform"	means the website from which the AdviseInc Data is made available.
"Privacy and Security Policy"	means the Supplier's policy relating to the privacy and security of the Buyer Data, as may be amended from time to time by the Supplier in its sole discretion, which is available on request.
"SaaS"	means the Software as a Service to be delivered as set out in the Particulars.
"SaaS Term"	means the term specified in the Particulars.
"SaaS Portal"	has the meaning set out in this Schedule.
"Service Desk"	means the Supplier's service desk, as described in this Schedule.
"UK GDPR"	means Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal)

Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

“Virus”

means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.



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