



CAREFUL: G-CLOUD 15 Licence Agreement Terms and conditions

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SERVICE AGREEMENT

Careful Systems Limited is a digital health company that provides clinical coordination software to support healthcare teams in delivering patient care and improving clinical communication. The Customer wishes to deploy the CAREFUL Service to improve and support clinical communications, handover processes, and patient flow management. The parties therefore wish to enter into this Agreement in order that CAREFUL can provide the CAREFUL Service to the Customer at or around their Locations

This Agreement is agreed by the parties through their duly authorised representatives on the date on which the last party signs this Agreement.

Unless otherwise stated, all capitalised terms used in this Agreement shall have the meaning given to them in the Service Terms.

For and on behalf of Careful Systems Limited	For and on behalf of [CUSTOMER NAME]
Signed:	Signed:
Full Name:	Full Name:
Job Title:	Job Title:
Date	Date:

CAREFUL SERVICE TERMS

These terms and conditions (the "**Service Terms**") govern Customer's use of the CAREFUL Service. All defined terms and rules of interpretation set out at section 18 shall apply to these Service Terms.

1. Service

1.1 CAREFUL shall provide the CAREFUL Service (including the SLA) to Customer at the Location(s) during the Term, as set out in each Order Form. If the Customer wishes to purchase the CAREFUL Service, the Customer shall submit an order request in the form set out at Schedule 5 (an "**Order Form**"). Each Order Form, once agreed and signed by CAREFUL shall be subject to and governed by the terms of this Agreement.

1.2 As part of the CAREFUL Service, CAREFUL shall be utilising the CAREFUL Platform (as it exists at the Commencement Date). CAREFUL is continually in the process of developing Upgrades and Additional Functionality. In this regard, CAREFUL may incorporate and utilise Upgrades as part of the CAREFUL Service from time to time. Where Upgrades are utilised there will be no additional Fees.

1.3 Additional Functionality may be included by CAREFUL as part of the CAREFUL Service at its sole discretion. If Customer wishes to receive this Additional Functionality, the additional service fees payable (if any) shall be as set by CAREFUL at the time. For the avoidance of doubt, the inclusion of any Additional Functionality within the CAREFUL Service shall be subject to CAREFUL completing all necessary filings, notifications and registrations and obtaining all mandatory approvals, authorisations and certifications, in accordance with UK law.

1.4 If, at any time, Customer wishes to extend the CAREFUL Service to be used in additional locations, departments, or teams, or to include additional modules of software offered by CAREFUL from time to time, it can submit an Order Form to CAREFUL. The additional locations in which the CAREFUL Service will be deployed, any additional software modules and any additional Fees due for such deployment, shall be as set out in the Order Form. For the avoidance of doubt, CAREFUL reserves the right to reject an Order Form in the event it cannot deliver the CAREFUL Service to the requested additional locations for any reason.

2. Payment

2.1 In consideration of obtaining the benefit of the CAREFUL Service, Customer shall pay all fees set out in the "Fees" section of the relevant Order Form(s) (the "**Fees**") in accordance with this Agreement. All Fees shall be payable in pounds sterling and are quoted exclusive of Value Added Tax and other applicable taxes which shall be added to the invoice at their prevailing rate.

2.2 CAREFUL shall be entitled to invoice for the Fees upon the occurrence of the relevant invoicing trigger specified in the "Fees" section of the relevant Order Form. CAREFUL shall issue an invoice to Customer detailing the relevant Fee payable. All invoices will be paid by Customer in full, without set-off, to the credit of CAREFUL's bank account (details of which shall be notified to Customer) not later than thirty (30) days from the date of Customer's receipt of invoice.

2.3 Without prejudice to any other right or remedy CAREFUL may have, if Customer fails to pay any sums due in accordance with the terms of this Agreement in full, CAREFUL shall submit to Customer a notice of non-payment. In the event Customer fails to pay any such outstanding sums within fourteen (14) days of the date of receipt of such notice, CAREFUL reserves the right to terminate this Agreement.

3. Intellectual Property Rights

3.1 All Intellectual Property Rights (be they in the CAREFUL Platform itself or the solution design or otherwise pertaining to the CAREFUL Service in any way) developed during the term of this Agreement, and any pre-existing Intellectual Property Rights pertaining to the CAREFUL Service in any way arising or as developed prior to the Commencement Date, will be and remain as between the parties the sole property of CAREFUL, subject to section 3.2.

3.2 In delivering the CAREFUL Service to Customer, the CAREFUL Platform will generate and process data as described in Schedule 3 (Data Processing Description). Usage rights and ownership of any Intellectual Property Rights in such data shall be as set out in Schedule 3.

3.3 The CAREFUL Service is delivered through a cloud-based Software as a Service (SaaS) model which means Customer does not require access to the code of the underlying CAREFUL Platform in order to use the CAREFUL Service. Save to the extent the following cannot be restricted by law, Customer shall not: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the CAREFUL Platform in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the CAREFUL Platform; (iii) access or use all or any part of the CAREFUL Service in order to build a product or service which competes with the CAREFUL Service; (iv) sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the CAREFUL Service available to any third party; or (v) attempt to obtain, or assist third parties in obtaining, unauthorised access to the CAREFUL Service. For the avoidance of doubt, nothing in this clause shall restrict Customer's ability to print, download or utilise for its own internal purpose any non-confidential information, reports or materials provided to it by CAREFUL in the provision of the CAREFUL Service.

3.4 CAREFUL shall reimburse any costs finally awarded against Customer by a court of competent jurisdiction as a result of a third party claim made against Customer relating to the infringement or alleged infringement of third party copyright or registered trademarks as a result of Customer's use of the CAREFUL Service in accordance with this Agreement (a "**Claim**"), provided that: (i) Customer notifies CAREFUL in writing of the Claim (together with the details of the Claim) as soon as reasonably possible; (ii) Customer takes all steps necessary to provide CAREFUL with sole control of the Claim; (iii) Customer makes no admission of liability or does any act or omission which may otherwise prejudice or undermine CAREFUL's defence of the Claim; and (iv) Customer provides all assistance necessary to CAREFUL in its defence or settlement of the Claim. This section shall not apply in the event the Claim arises from or as a result of the CAREFUL Platform being used in combination with materials or software not approved by CAREFUL. The indemnity provided in this section shall be Customer's sole and exclusive remedy with respect to a Claim and shall be CAREFUL's entire and sole liability in respect of the same.

4. Confidential Material

4.1 The Receiving Party shall keep the Disclosing Party's Confidential Material secure and confidential, and shall apply a level of confidentiality and security no less stringent than it applies to its own Confidential Material (and in any event no less than a reasonable standard in accordance with good industry practice). The Receiving Party shall not use the Disclosing Party's Confidential Material other than for the purpose of this Agreement. The Receiving Party shall take reasonable steps to do anything reasonably required by the Disclosing Party to prevent or restrain a breach or suspected breach of this Agreement by any person of the Disclosing Party's rights under this Agreement.

4.2 The Receiving Party shall only be permitted to disclose the Disclosing Party's Confidential Material: (a) to its Personnel on a need to know basis and subject always to confidentiality obligations no less stringent than those in this Agreement; or (b) when legally compelled by a competent court or other government authority. To the extent permitted by law, the Receiving Party will promptly provide the Disclosing Party with sufficient notice of all available details of the legal requirement and reasonably co-operate with the Disclosing Party's efforts to challenge the disclosure, seek an appropriate protective

order or pursue such other legal action, as the Disclosing Party may deem appropriate. Nothing in this section 4 shall prevent the Receiving Party from disclosing Confidential Material where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**"), or the Environmental Information Regulations 2004 ("**Environmental Regulations**"), save that, CAREFUL shall not disclose any Customer Confidential Material where compelled under the FOIA (if applicable) without first consulting Customer, provided such consultation is lawfully permitted and reasonably practicable in the circumstances.

4.3 The parties to this Agreement acknowledge that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement. Accordingly, without prejudice to any other rights or remedies that any party to this Agreement may have, the parties agree that they shall be entitled to equitable relief, including injunctions and orders for specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity.

4.4 The provisions of this section 4 shall continue for so long as either party has knowledge or possession of any Confidential Material owned by the other party and shall, for the avoidance of doubt, survive termination or expiry of this Agreement.

5. Publicity

5.1 Customer and CAREFUL shall notify and consult one another before making any formal press or social media statements or responding to media enquiries in relation to the Customer's use of the CAREFUL Service.

5.2 Customer grants CAREFUL a revocable, non-exclusive, royalty-free licence to use Customer's name and logos on CAREFUL's own website and other online or offline promotional materials for the purpose of promoting the parties' relationship and highlighting Customer as one of CAREFUL's innovative partners, subject to Customer's prior written consent. CAREFUL and Customer, at their discretion, shall work together in preparing and delivering presentations promoting the parties' relationship and the CAREFUL Service at relevant conferences, to other Customers and externally in the form of co-authored reports published online on CAREFUL's and Customer's website.

6. Warranties

6.1 Each party warrants to the other party that: (i) it has the necessary power and authority to enter into this Agreement; and (ii) it has not entered into any agreement, understanding, or arrangement that conflicts with the terms of this Agreement.

6.2 CAREFUL warrants to Customer that: (i) it shall deliver the CAREFUL Service with a reasonable degree of care, skill and professionalism and with a suitable and sufficient number of competent Personnel; (ii) it shall, in providing the CAREFUL Service, co-operate in good faith with the Customer's reasonable instructions, policies and health and safety rules and regulations, in each case as notified to it in writing; (iii) at Customer's request, it shall reasonably co-operate with third party suppliers where reasonably necessary in relation to the CAREFUL Service; (iv) it shall use reasonable endeavours to implement measures to prevent the introduction of viruses, Trojan horses, worms or other malicious code into Customer's systems via the CAREFUL Platform; (v) there are no pending or current legal actions or proceedings before any court which would materially adversely affect the ability of CAREFUL to provide the CAREFUL Service; and (vi) so far as it is aware, the CAREFUL Platform does not infringe any third party copyright or trademarks when used in accordance with this Agreement.

6.3 All statements and representations (other than fraudulent misrepresentations), warranties, terms and conditions (except for those set out in this Agreement) including any implied by statute, common law or otherwise are hereby excluded to the maximum extent permissible by law.

7. Governance

7.1 As soon as reasonably practicable following the Commencement Date, the parties shall establish a joint partnership board comprised of at least one executive sponsor from each party (the "**Partnership Board**"). The parties shall ensure that the Partnership Board meets at least quarterly during the Term or at such other frequency as may be agreed (each a "**Partnership Board Meeting**").

7.2 The parties agree that the Partnership Board shall be responsible for: (i) oversight of the effectiveness of the partnership and maintaining collaborative working relations between the parties; (ii) identifying ways to harness the CAREFUL Service further to help Customer improve patient care and staff experience; (iii) ensuring that CAREFUL maintains a current knowledge of Customer's objectives and purposes in connection with this Agreement, so that the parties align with that direction and strategy; (iv) ensuring each party performs its obligations under this Agreement in a timely and professional manner; (v) reviewing CAREFUL's performance of the CAREFUL Service, including its SLA commitments; (vi) discussing any problems or issues relating to a party's performance and ensuring these are pro-actively managed and promptly resolved in a co-operative manner; and (vii) ensuring the parties identify and manage any risks and issues arising in connection with this Agreement.

7.3 If, following any Partnership Board Meeting, Customer is dissatisfied with the CAREFUL Service and can provide to CAREFUL adequate and demonstrable evidence of material breaches of this Agreement by CAREFUL in the period since the previous Partnership Board Meeting, Customer shall notify CAREFUL accordingly (providing such evidence) and CAREFUL shall, as soon as reasonably practicable, prepare and submit to Customer a remediation plan to set out the steps by which it shall address and remedy the causation of such material breach. If CAREFUL fails to comply with the remediation plan, Customer shall have the right, if it so chooses, to terminate the Order Form to which the material breach relates on providing CAREFUL with thirty (30) days' written notice.

8. Customer Dependencies

8.1 Customer shall ensure it complies with all laws, regulations, safety standards and guidance applicable to it and Customer warrants to CAREFUL that all necessary regulatory consents, approvals and permissions have been obtained (or will be obtained prior to the commencement of the CAREFUL Service) to allow CAREFUL to lawfully and safely provide the CAREFUL Service. Without prejudice to the foregoing, CAREFUL shall use reasonable endeavours to assist Customer in identifying any such necessary regulatory consents, approvals and permissions.

8.2 Customer shall comply with the following Customer dependencies (each of (i) to (vii) being a "**Customer Dependency**"):

(i) promptly provide CAREFUL with all such necessary direction, data, information, co-operation, access, or other facilities, assistance and resources (including but not limited to sufficient broadband or network connectivity, functioning network infrastructure), as CAREFUL may reasonably require to successfully provide the CAREFUL Service;

(ii) ensure that the Key Contact is made available at all reasonable times to act as CAREFUL's primary point of contact for Customer for the duration of the Term;

(iii) assign a suitably qualified project manager to guide the implementation of the CAREFUL Service through to go-live;

- (iv) allow appropriate Customer Personnel time to be trained by CAREFUL personnel on the use of the CAREFUL Platform and to take part in feedback workshops to discuss the CAREFUL Service;
- (v) permit the CAREFUL Service to send and receive data to and from CAREFUL's secure servers as necessary for the purposes of this Agreement;
- (vi) ensure that Customer safety standards are met and warrant that the CAREFUL Service is safe for use at the Location(s); and
- (vii) obtain approval from the Customer's Data Protection Officer for this engagement and the delivery of the CAREFUL Service to Customer in such form as may be required by the Customer's internal approval procedures.

8.3 If and to the extent CAREFUL is unable to perform any of its obligations under this Agreement due to Customer's failure to perform or comply with any Customer Dependency, CAREFUL shall be deemed not to be in default of any such obligations and will be relieved from all liability in connection with the same.

8.4 If during implementation of the CAREFUL Service, Customer cancels a planned visit by CAREFUL or one of its sub-contractors within 24 hours of the agreed visit, CAREFUL reserves the right to charge a cancellation fee as specified in the relevant Order Form.

9. Usage

9.1 Customer acknowledges that: (i) the CAREFUL Platform is designed to support clinical communications, handover, and care coordination; (ii) it has reviewed (and it has ensured all relevant Customer Personnel have reviewed) the user documentation and training materials provided by CAREFUL. Customer undertakes that (iii) it will use the CAREFUL Service solely for the purposes of clinical communications, patient handover, and care coordination within its organisation; and (iv) it will operate the CAREFUL Service in accordance with the user documentation and applicable clinical governance frameworks.

9.2 Customer: (i) acknowledges and understands that the CAREFUL Service is designed to support and enhance clinical communications and handover processes; (ii) undertakes that it shall not use the CAREFUL Service to substitute for appropriate clinical judgment, decision-making processes, or established clinical governance frameworks; and (iii) acknowledges and understands that the CAREFUL Service is a clinical communications tool and must be used in conjunction with appropriate clinical oversight and governance.

9.3 Customer will promptly notify CAREFUL of any: (i) defect in the CAREFUL Platform; or (ii) any incident relating to the CAREFUL Platform that causes (or might have caused) harm to any patient or staff member.

10. Data Protection

10.1 For the purposes of this section 10, the "**Data Protection Legislation**" means the UK Data Protection Act 2018, the UK General Data Protection Regulation, and/or any equivalent replacement or amending legislation from time to time. The terms "personal data", "processing", "controller", "processor" and "data subject" shall have the meanings given to them in the Data Protection Legislation.

10.2 In respect of any personal data which is processed by CAREFUL in providing the CAREFUL Service ("**Customer Personal Data**"), the parties agree that the Customer shall be the controller and CAREFUL shall be the processor. Each party shall comply with the Data Protection Legislation in connection with this Agreement.

10.3 The Customer warrants and represents that: (a) in performing its obligations under this Agreement it shall comply with the Data Protection Legislation; and (b) its making available the Customer Personal Data to CAREFUL and any subsequent instructions to CAREFUL in respect of the Customer Personal Data shall be lawful.

10.4 The Customer instructs CAREFUL to process the Customer Personal Data as set out in the Data Processing Description at Schedule 3 and the Description of Data Processing at Schedule 4, and as necessary to perform the CAREFUL Service in accordance with this Agreement.

10.5 The Customer provides a general consent to CAREFUL to engage onward sub-processors (partners, agents, or service providers, including CAREFUL affiliates) in accordance with Article 28(2) of the UK GDPR, to process Customer Personal Data (for the purposes outlined in Schedule 3 of this Agreement) in order to provide the CAREFUL Service, providing that CAREFUL has entered into an agreement with the Sub-Processor containing data protection obligations that are at least as restrictive as the obligations under this Agreement in accordance with Article 28(4) of the UK GDPR.

10.6 CAREFUL shall:

a) process the Customer Personal Data only for the purposes of and in accordance with documented instructions contained in this Agreement or received from the Customer from time to time. If applicable law prevents CAREFUL from complying with this section 10.6(a), CAREFUL shall inform the Customer of the relevant legal requirement (unless prohibited by the Data Protection Legislation);

b) only disclose Customer Personal Data to third parties where specifically authorised in writing by the Customer unless required by court order or applicable law, in which event CAREFUL shall notify the Customer before processing the Customer Personal Data unless prohibited by Law;

c) make available to the Customer the current list of Sub-processors used by CAREFUL to process Customer Personal Data in Schedule 4 of this Agreement and shall specifically inform the Customer in writing of any intended changes to that list through the addition or replacement of sub-processors at least 14 days in advance, thereby giving the Customer sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). CAREFUL shall provide the Customer with the information necessary to enable the Customer to exercise its right to object;

d) not use any Customer Personal Data for the purposes of marketing or advertising;

e) ensure the reliability of those of CAREFUL's Personnel with access to the Customer Personal Data, and that they have committed themselves to obligations of confidentiality;

f) implement appropriate technical and organisational measures to protect the Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

g) notify the Customer within seventy-two (72) hours of becoming aware of any personal data breach affecting any Customer Personal Data;

h) notify the Customer within two (2) days of any communication received by or for CAREFUL which relates to the Customer's compliance with Data Protection Legislation;

i) taking into account the nature of the processing and the information available to CAREFUL, provide reasonable assistance to the Customer to allow the Customer to comply with its obligations as a data controller in respect of data subjects' rights, security obligations, data breach notification, data protection impact assessments and prior consultation with the UK Information Commissioner's Office; and

j) at the election of the Customer, delete or return all Customer Personal Data to the Customer on termination or expiry of this Agreement and delete any existing copies of such Customer Personal Data, unless applicable laws require retention by CAREFUL of any Customer Personal Data.

10.7 CAREFUL shall make available to the Customer all information necessary to demonstrate compliance with its obligations under section 10.6, and shall allow the Customer (or a third party appointed by it and subject to suitable confidentiality obligations) to conduct an audit of CAREFUL's premises and processes during business hours and on reasonable advance notice (excluding access to confidential or commercially sensitive information of CAREFUL and/or its other customers).

11. Limitation of Liability

11.1 Subject to section 11.4 below, to the maximum extent permissible at law, neither Party nor its Personnel shall have liability to the other under this Agreement whatsoever and however arising whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising out of or in connection with this Agreement (including all Order Forms) for: (i) any loss of profits, income, grants or funding; (ii) loss of revenue; (iii) depletion of goodwill, reputation and/or similar losses; (iv) loss or corruption of data or information; (v) pure economic loss; or (vi) any special, indirect or consequential loss, costs, damages, charges or expenses.

11.2 Subject to section 11.4, to the maximum extent permissible at law, CAREFUL and its Personnel shall have no liability under this Agreement whatsoever and however arising whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising out of or in connection with this Agreement (including all Order Forms) for any claims (including third party claims), damages, costs, expenses and liabilities or any other losses arising from or related to Customer's reliance on the CAREFUL Service that is not strictly in accordance with section 9.

11.3 Subject to section 11.4, to the maximum extent permissible at law, each Party's total aggregate liability in each calendar year of this Agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, arising out of or in connection with this Agreement (including all Order Forms) shall in no circumstances exceed the total Fees paid by Customer to CAREFUL in that calendar year.

11.4 Nothing in this Agreement excludes or limits either Party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any fees due and payable by Customer to CAREFUL in accordance with this Agreement.

12. Term and Termination

12.1 This Agreement shall commence on the Commencement Date and shall, unless terminated earlier by either party in accordance with the provisions of this Agreement, continue until the date on which all Order Forms have either expired or been terminated in accordance with this Agreement.

12.2 CAREFUL may terminate this Agreement (or any individual Order Form): (i) in accordance with section 2.3; (ii) immediately where Customer commits a material breach of this Agreement which is not capable of remedy; (iii) where Customer commits a material breach of this Agreement which is capable of remedy and, having been notified of such breach, fails to take steps to remedy it within thirty (30) days of notification; (iv) on thirty (30) days' notice should Customer not provide satisfactory collaboration and support as required by this Agreement or otherwise fails to meet a Customer Dependency; (v) in the event that CAREFUL withdraws all or a substantial part of the CAREFUL Platform from its service; or (vi) immediately in the event of a relevant decision or indication by a regulatory or governmental body which CAREFUL believes requires this Agreement to be terminated.

12.3 Customer may terminate: (i) this Agreement, immediately at any time in the event CAREFUL enters into liquidation or administration; (ii) this Agreement, on providing not less than thirty (30) days' written

notice, in the event that Customer can demonstrate that CAREFUL has committed an unauthorised disclosure of Customer Personal Data in material breach of this Agreement; (iii) an Order Form, on providing not less than six (6) months' prior written notice to CAREFUL, provided such notice may not expire prior to the last day of the Initial Term of that Order Form; (iv) an Order Form in accordance with the process set out in section 7.3 where CAREFUL has committed a material breach of this Agreement in respect of that Order Form; (v) immediately if CAREFUL commits a material breach of this Agreement which is not capable of remedy; or (vi) where CAREFUL commits a material breach of this Agreement which is capable of remedy and, having been notified of such breach, fails to take steps to remedy it within thirty (30) days of notification.

13. Consequences of Expiry and Termination

13.1 On termination or expiry of this Agreement for any reason: (i) for the avoidance of doubt, unless otherwise agreed in writing between the parties, all Order Forms shall also automatically terminate on the same date as this Agreement; (ii) neither party shall be relieved from any liability or right accrued prior to such termination or expiry; (iii) Customer shall remain liable to CAREFUL for any fees payable under this Agreement accrued up to the date of termination; (iv) each party shall return all materials containing any Confidential Material of the other party in its possession or control to the other party; and (v) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

14. Compliance & Insurance

14.1 CAREFUL shall comply at all times with the terms, conditions, standards and requirements set out in Schedule 6 (Security, Standards and Compliance).

14.2 During the Term, CAREFUL shall have in place and maintain suitable insurance policies, with a reputable insurance provider, in relation to the CAREFUL Service including professional indemnity insurance, public liability insurance, and cyber liability insurance.

15. Dispute Resolution

15.1 In the event of a dispute arising under this Agreement, authorised representatives of the parties will discuss and meet as appropriate to try to resolve the dispute within seven (7) days of being requested in writing by any party to do so. If the dispute remains unresolved, it will then be referred to a senior manager from each of the parties who will use all reasonable endeavours to resolve the dispute within a further fourteen (14) days.

15.2 In the event a dispute still cannot be resolved having taken the action described in section 15.1 above, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR Notice**") to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. Nothing in this section shall limit the rights of the parties to commence or continue court proceedings in accordance with section 16.12.

16. Miscellaneous

16.1 Any operational notice from CAREFUL relating to the CAREFUL Service may be sent by email to Customer or otherwise may be delivered via notices within the CAREFUL Platform.

16.2 Any legal notice: (i) relating to extending or altering the terms of this Agreement, shall be in writing by email; or (ii) relating to the termination of this Agreement (or an Order Form, as applicable) or in

relation to any dispute or actual or potential legal claims or actions relating to this Agreement, shall be in writing and shall be sent by pre-paid first class post or courier to the registered office of the recipient or to such other address subsequently notified by the parties to each other in writing (with a copy by email).

16.3 If any provision of this Agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction from whose decision no appeal is made within the applicable time limit then the provision shall be omitted and the remaining provisions of this Agreement shall continue in full force and effect.

16.4 Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent the party from exercising that or any other right or remedy on any occasion.

16.5 This Agreement (including Order Forms) constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any prior agreement or understanding between the parties relating to the subject matter of this Agreement. In entering this Agreement, neither party has relied on, and neither party will have any rights or remedy based on, any statement, representation (including without limitation, any negligent misrepresentation but excluding fraudulent misrepresentation), or warranty (whether made negligently or innocently), except those expressly stated in this Agreement (or any Order Form).

16.6 Except as expressly set forth in this Agreement, no party grants to any other party by implication, estoppel or otherwise, any right, title, licence or interest in any Intellectual Property Right.

16.7 No change shall be made to this Agreement except in writing signed by the duly authorised representatives of both parties.

16.8 Nothing in this Agreement shall create or imply an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.

16.9 Each party shall, as and when requested by the other party, do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of this Agreement.

16.10 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than an obligation to pay any sums due under this Agreement) which is caused by a Force Majeure Event. If a party is unable to perform any of its obligations for a period of more than ninety (90) days after the commencement of such failure or delay due to a Force Majeure Event then the other party may terminate this Agreement by giving the other party fourteen (14) days' written notice of termination.

16.11 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to this Agreement and nothing in this Agreement shall confer on any third party the right to enforce any provision of this Agreement.

16.12 English law shall govern this Agreement, including without limitation, its formation, validity, construction, performance and any non-contractual causes of action arising out of or in connection with this Agreement and the parties submit irrevocably to the exclusive jurisdiction of the English Courts in relation to the same.

16.13 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. If this Agreement is executed in counterparts, it shall not be effective unless and until each party has executed and delivered a counterpart to each of the other parties.

17. G-Cloud Framework Agreement

17.1 This Agreement is subject to and shall be read in conjunction with the Crown Commercial Service G-Cloud 15 Framework Agreement and any Call-Off Contract entered into between the parties pursuant to the Framework Agreement.

17.2 In the event of any conflict between the provisions of this Agreement and the G-Cloud 15 Framework Agreement or Call-Off Contract, the order of precedence shall be as set out in Clause 8.3 of the G-Cloud 15 Framework Agreement.

18. Definitions and Interpretation

In this Agreement the following words and expressions shall have the meanings set out below:

"Agreement" means this agreement, incorporating and including (i) the attached Service Terms and all Schedules thereto; and (ii) all Order Forms;

"Additional Functionality" means any new proprietary products and software modules which CAREFUL may develop from time to time and utilise as part of the CAREFUL Service in order to supplement and build on the existing CAREFUL Platform, but excluding Upgrades;

"CAREFUL" means Careful Systems Limited, a company incorporated under the laws of England with company registration number 10176186, VAT number GB267291577, and whose registered office is at Vestry House, Laurence Pountney Hill, London EC4R 0EH;

"CAREFUL Platform" means the CAREFUL software platform, web application, mobile applications (iOS and Android), and associated clinical communications infrastructure available for use by the Customer;

"CAREFUL Service" means the provision of the CAREFUL Platform and the CAREFUL Service Elements as a cloud-based Software as a Service;

"CAREFUL Service Elements" means the service elements listed at Schedule 1;

"Commencement Date" means the date on which the last party signs this Agreement;

"Confidential Material" means:

(i) any and all data, results, know-how, show-how, software, algorithms, trade secrets, plans, forecasts, analysis, evaluations, research, technical information, methods, processes, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information whether oral, in writing, in electronic form or in any other form; and/or

(ii) any physical items, components or other materials,

disclosed before, on or after the date of this Agreement by one party (the **"Disclosing Party"**) to this Agreement to the other party to this Agreement (the **"Receiving Party"**). Confidential Material does not include information that is or becomes public knowledge through no fault of the Receiving Party, is rightfully given to the Receiving Party by a third party with no confidentiality obligations, or is already lawfully possessed by the Receiving Party prior to receiving it from a Disclosing Party;

"Customer" has the meaning given on the front page of this Agreement;

"Fees" shall have the meaning given in section 2.1;

"Force Majeure Event" means circumstances not within the reasonable control of a party, including without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and interruption or failure of utility service;

"Initial Term" has the meaning given in the relevant Order Form;

"Intellectual Property Rights" means patents, any extensions of the exclusivity granted in connection with patents, registered designs, trade marks, service marks, applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), the right to apply for any of the foregoing, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, copyrights, design rights, moral rights, database rights, publication rights, rights in Know-How, trade secrets and confidential information and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing which may exist anywhere in the world;

"Key Contact" shall be the individual named as the Key Contact on the relevant Order Form;

"Know-How" means information and know-how including any and all data, techniques, processes, systems, formulations, designs, developments and commercial information relating to design, development, and use;

"Location" or "Locations" means the location or locations at or near which the CAREFUL Service will be provided as specified in the relevant Order Form;

"Order Form" has the meaning given in section 1.1;

"Personnel" means in respect of a party, employees, consultants, agents, representatives, contractors and advisors;

"SLA" shall mean the CAREFUL Service Level Agreement for the provision of the CAREFUL Service set out at Schedule 2;

"Term" means the term specified in the relevant Order Form; and

"Upgrades" means any minor enhancements, upgrades, patches, bug-fixes and developments of the CAREFUL Platform.

18.2 In this Agreement: (i) any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative only and shall not limit the sense of the words preceding these terms; (ii) the headings are for convenience only and shall not affect the interpretation of this Agreement; and (iii) the meaning given to defined terms in this Agreement shall also apply to their grammatical variants provided that the initial letter is capitalised.

SCHEDULES

The following Schedules form part of this Agreement:

- **Schedule 1:** Service Elements
- **Schedule 2:** Service Level Agreement (SLA)
- **Schedule 3:** Data Processing Description
- **Schedule 4:** Sub-Processors
- **Schedule 5:** Order Form Template
- **Schedule 6:** Security, Standards and Compliance

[Schedules to be provided as separate documents during contracting process]

END OF TERMS AND CONDITIONS

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