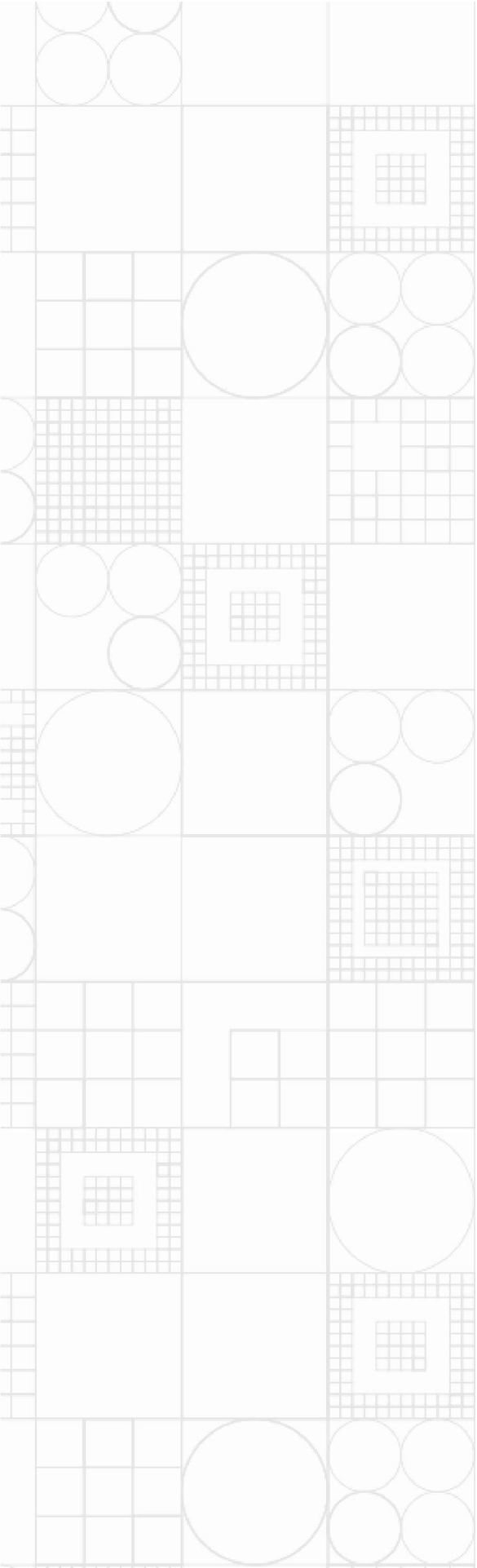




RESTART

CUSTOMER NAME

IMX Platform T&C's

Date: **UPDATE**

Period of Support: **UPDATE**

**ReStart Consulting Ltd
Support Centre**

Unit 8 Powderham House
Park Five Business Centre
Harrier Way
Exeter
Devon
EX2 7HU

Support Service Level Agreement

This Agreement is made between ReStart Consulting Ltd (hereafter referred to as ReStart) and **Insert Customer** (hereafter referred to as Client) to provide support to the services and installed system as set out in the Support Contract Offer Quote No: **Insert Quote Number** and in accordance with ReStart's standard support provisions and service level agreements set out within this document. Support runs for the period as specified in the Services and Support Contract from the start date (each a "Contract Period").

Support Contract Summary

Support Contract Ref	UPDATE
Client ID	UPDATE
Description of Support Level	UPDATE
Client / Client Address	UPDATE
Client Contact	UPDATE
Start Date	UPDATE
Period Covered	UPDATE
Quotation/Tender Ref:	UPDATE

Licence to be granted by the Client under the terms of this agreement:

The Client hereby grants to ReStart (as their contractor) a royalty-free, non-transferable Licence during the Contractual Period to use the Client Software, Background IPR and Client Data solely to the extent necessary to undertake Services as set out in this document and any related contractual agreements. For the purposes of this Agreement such services may include (but are not limited to) requirements gathering, interface development, integration, incident management, issue investigation and issue resolution.

Licence to be granted to the Client:

ReStart hereby grants to the Client a royalty-free, non-transferable Licence during the Contractual Period to use ReStart's IMX Monitor software.

Software and End-User Licence Agreement (EULA)

This ReStart IMX Software Licence Agreement is to facilitate the licence, distribution, implementation and maintenance of the IMX Archive software, as defined in the applicable Quote/Proposal/Tender agreed upon by the parties (the "Software"), in accordance with the terms and conditions of this Agreement. The parties agree as follows:

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree to the following understanding:

1. Products and Services: license from ReStart

This Agreement shall apply to the ReStart IMX Archive licensed to the Authority, during the contract term supplied by the Licensor. "Software" includes any IMX Archive Software developed enhancements, upgrades, additions, modifications and derivative works provided by Licensor to the Authority under the IMX Archive Agreement. "Service" means Licensor's Service, with which the Software is intended to be used.

The parties acknowledge that the Software is owned by ReStart Consulting Ltd ("Licensor").

2. Licence and Right to Use

2.1 For the term of the Support Agreement, and subject to payment of all applicable support fees, Licensor hereby grants to the Authority a nonexclusive, nontransferable right to use the Software, including the intellectual property contained within the Software (the "Software IP"), in machine-readable form only, at the designated location(s). Right of use is restricted as set out above under Clause 1 of this Appendix 9.

2.2 The right to use granted under this Agreement is personal and nontransferable by Customer, except as provided herein. It is limited to use for internal business purposes only. The Authority may not: (a) assign, timeshare, rent, or otherwise transfer the right to use to a third party, or (b) transfer the installed Software to a new location, except that the Authority may make a temporary transfer in the event of a computer malfunction or a Force Majeure Event (as defined in Section 9).

2.3 The Authority shall maintain in all copies of the Software all notices and legends included in the Software as received from Licensor. The Authority shall not delete or compromise protection methods for preventing unauthorised use of the Software for any purpose whatsoever.

2.4 Title to the Software IP shall remain with licensor, including rights to all copyrights, patents, trademarks, trade secrets and any other intellectual property rights. The Authority may not modify, adapt, translate, reverse engineer, decompile, disassemble or create a derivative work based upon the Software IP. The Authority may not duplicate the Software IP except in order to make a single backup or archive copy or as necessary to use the Software as permitted under this Agreement. The Authority shall not permit the Software IP to be accessed through a public computer bulletin board or "shareware" distribution process. Licensor shall be the sole owner of any changes, additions, and enhancements to the Software IP, as may be provided under this Agreement. All such changes, additions, and enhancements shall be subject to the same protections and restrictions applicable to the Software IP under the terms of this Agreement.

2.5 If the Authority attempts to sell, copy, modify, adapt, translate, alter, decompile, disassemble, reverse engineer, or create a derivative work based upon the Software, or assist others to do so, except as expressly permitted by this Agreement, or to take any other actions in derogation of Licensor's rights in the Software, the Authority acknowledges that Licensor will be irreparably harmed and Licensor will have, in addition to any other remedies available to it, the right to injunctive relief enjoining such action.

2.6 The Authority shall comply fully with all laws and export regulations of the United Kingdom to ensure that it does not export, directly or indirectly, any of the Software, or any direct product thereof, in violation of United Kingdom or other national or local law.

3. Pricing and Payment

3.1 During the term of this Agreement, the Authority will pay to Licensor the applicable fees which include the IMX Archive licence. The amount of such fees is set forth in Appendix 2 of this Agreement. Licensor will invoice the Authority for applicable fees or costs. The Authority will pay such invoices net 30 days from receipt of invoice. Invoicing for the initial support fees shall occur upon execution of this Agreement by the Authority and Licensor or upon terms as set out in the contracted support service.

4. Confidentiality

4.1 The Authority acknowledges that the Software may contain both the trade secrets and confidential information of its Licensors. The Authority shall use the Software internally only and shall not make the Software available to any person other than the Authorities employees and its contractors who are using the Software solely for the benefit of Customer and who are bound to comply with the restrictions of this Agreement.

4.2 The Authority shall not discuss or disclose the terms and conditions of this Agreement with any third party without obtaining prior written permission from Licensor. The Authority shall not publish or disclose any results of benchmark tests relating to the Software without Licensor's prior written consent.

4.3 Except as required by law or as agreed in writing, Licensor and the Authority agree to keep confidential all non-public information disclosed to it by the other party, which is marked as "Confidential" or which reasonably should be understood by the receiving party to be confidential. Neither party will use the other party's confidential information for any purpose other than the intended purposes of this Agreement or as authorised in writing by the other party.

5. Limited Warranties

5.1 Licensor warrants that to its best knowledge the Software will be free of any known virus.

5.2 Licensor warrants that, for the period of the Software provision, the Software, when installed and used, will perform in all material respects in accordance with the corresponding archiving functions. This warranty applies to all Software enhancements and upgrades delivered pursuant to the Archiving Agreement. Licensor's entire liability and the Authorities exclusive remedy for breach of the foregoing warranty shall be, at Licensor's option, repair or replacement of the Software. This limited warranty is void if failure of the Software has resulted from abuse, misapplication, manipulation or other infringement by the Customer.

5.3 THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Patents and Copyright Indemnity

6.1 If an infringement claim is asserted against the Authorities use of any Software, or if Licensor believes such a claim is likely to be asserted, Licensor may at its option and expense: (a) replace or modify the Software or its configuration so that it becomes non-infringing; or (b) procure for Authority the right to continue using the Software.

6.2 Licensor shall have no liability if the alleged or actual infringement is based upon (a) combination of the Software with any product not furnished by Licensor to the Authority; (b) modification of the Software other than by Licensor; or (c) use of other than a current, unaltered release of the Software.

6.3 THIS SECTION 6 STATES LICENSOR'S ENTIRE LIABILITY AND THE SOLE EXCLUSIVE REMEDY OF THE AUTHORITY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT BY ANY SOFTWARE.

7. Limitation of Liability

Not used, see Framework Agreement.

8. Termination

This Agreement shall commence upon the Commencement Date and will continue for the Support Term set in Annex 1 - Standard Terms, Clause 1. After the Initial Term, this Agreement will automatically renew on an annual basis, unless either party provides notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or any annual renewal term. The values set out in Appendix 2 are subject to change in the renewal period and the Licensor, will make the Authority aware of any renewal costs 6 months prior to renewal.

Upon notice of termination of this Agreement, a Termination Assistance Period will be entered into with the Authority to formulate the Exit Strategy whereby on a specific designated date, the Authority shall discontinue all use of the Software and Software IP and the Licensor shall be granted access to remove the Software from the Authorities systems. Each party will return or destroy all copies of the other party's confidential information (where applicable).

9. Force Majeure

Except for payment obligations set forth in Section 3, neither party shall be subject to liability for failure to perform any of its obligations, under this Agreement if such failure is due to causes which are beyond its reasonable control, including, but not limited to fire, storms, floods, riots, strikes, lockouts and other labour difficulties, freight embargoes, delays of carriers or suppliers, inability to secure fuel or power, acts of God, acts of war or hostilities of any nature, failure of telecommunication lines or Internet access, sabotage or government action (each a "Force Majeure Event"); provided that the delayed party 1) gives the other party prompt written notice of such Force Majeure Event, and 2) uses reasonable efforts to correct such failure or delay. The obligations of the party giving such notice shall be suspended, insofar as such party is affected by such Force Majeure Event, but only for so long as the force majeure event and the party's inability to fulfil its obligations shall continue.

10. General

10.1 Entire Agreement. This Agreement contains the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, or representations with respect to the subject matter hereof. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.

10.2 Choice of Law and Venue. This Licence Agreement is governed by English law and subject to the exclusive jurisdiction of the English courts. The United Nations' Convention on Contracts for the International Sale of Goods does not apply to this Licence Agreement.

10.3 Waiver. No waiver by either party of any of its rights under this Agreement shall be deemed to be a waiver of any other or future right under this Agreement.

10.4 Severability. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10.5 Notice. Any notice or report hereunder shall be deemed given if delivered or sent by first class mail, postage prepaid, addressed to the other party at the address first set forth above, or at such other address as designated by the party by written notice, or by confirmed or facsimile. If notice is given by mail and the notice affects the other parties' rights hereunder, the effective date of the notice shall be seven (7) days after the date of mailing or the date the notice is received, whichever is earlier.

10.6 No Assignment. Neither this Agreement, nor any licences granted hereunder, may be assigned or transferred, in whole or in part, by the Authority, whether by operation of law or otherwise, without the prior written consent of Licensor. Licensor may assign this Agreement to a successor in interest by way of merger, sale or the like, without the Authorities consent.

By their respective signatures within this Agreement, the Licensor and Authority agree to the terms and conditions set forth in this Agreement. The terms and conditions set forth in this

Agreement supersede and replace any conflicting or inconsistent terms and conditions appearing on any purchase order or other such document submitted by the Authority. The Authority acknowledges that any such conflicting terms or conditions are expressly rejected by Licensor

Key Performance Indicators (KPIs)

1. Support Cover Level

Authority Support Contract Type

This is the level of support which the Authority is contracting the Subcontractor to supply.

Contract Type	Support Times
Standard	Support is provided 24 hours a day, 7 days a week for the duration of the contract

Support and Service provisions covered within this contract

24/7-365 Support of the Live software deployed within the Live environments at the Trust Site or within the Subcontractor cloud.

Support Services provided by the Subcontractor

The Subcontractor will provide the following services during the hours covered by support:

- Support delivered by our UK-based support team
- Proactive monitoring
- Reliability and quality of service assured through an ITIL approved process
- Management of support incidents including liaising with third-party suppliers for problem-solving
- Regular updates to Authority's during incident resolution
- Deployment of software hotfixes/ad hoc patches
- Provision of quarterly service performance reports to Authority's, detailing service requests, incident management data and ad-hoc tasks carried out by The Subcontractor support.
- Account Reviews will take place on an annual basis to review any requirements from the customer and discussions on strategic roadmap.
- Service Management reviews will occur annually or by contacting your account manager at any point during the term of the contract, to arrange an ad hoc meeting. An agenda must be provided 5 days prior.
- Regular system health checks
- Daily maintenance including checks of storage, user access, backups, the network and Operating System alerts

Data Protection

The Subcontractor undertakes that during the provision of support to the Authority it will not delete, modify, copy, process or move any files or data CONTAINING PATIENT IDENTIFIABLE DATA (PID) without explicit instructions from an authorised Authority representative acting for the Data Controller.

Service Level Agreement

The service level is applied to incidents based on the priority assigned by the Subcontractor. Regular updates to the incident will be provided via the support Helpdesk which will also automatically email the customer who raised the incident, with any updates until the incident is resolved.

- The Subcontractor endeavours to respond/acknowledge all calls within the agreed SLA set out in this support agreement.
- Only Priority 1 and 2 incidents, that have a major effect on the covered environments, are supported outside of office hours, and only where the Authority has the appropriate level of support. All P1 tickets raised via the support Helpdesk should be followed up with a phone call to the Subcontractor P1 line.
- Priority 1 & 2 will be covered 24/7

- Response times are measured from the moment the Authority logs/submit a support request via the Subcontractor's helpdesk by one of the methods outlined in this document.
- The Subcontractor endeavours to propose a resolution for the support issue within the specified resolution time. Resolutions may be in the form of a hot fix or confirmation that the issue falls outside the scope of this SLA. Change requests are required for services outside the scope of this agreement.
- Where a hot fix solution has been implemented to get the system back up and running in the shortest time possible, the Subcontractor will undertake to implement a permanent solution at a future date. In such cases the Authority will be advised and all options discussed. The permanent resolution will be implemented only with the Authority's full knowledge, support, and approval.

Product support

The Subcontractor assigns priorities as follows:

Priority	Description	Response Within	SLA Resolution
P1	CRITICAL ISSUE Complete System Outage. No users are able to access the solution.	10 minutes	4 hours
P2	MAJOR ISSUE Critical features unavailable. Multiple users are unable to access the solution.	10 minutes	8 hours
P3	MINOR ISSUE Minor features unavailable. Features not working as intended.	1 day	5 days (Business core hours)
P4	COSMETIC Issues with the layout, spelling errors or similar.	2 days	Future Release
Query	A request for information or clarification.	5 days	N/A

2. Environment(s)/Product(s) Covered

The support contract covers the following environments or systems only:

Environment/Installed System	Description	Cover type
IMX Archive	Live Production	24/7 - 365

Support for the named environments includes software hotfixes/patching released by the Software supplier **but not Software Version upgrades**. The Subcontractor can assist the Authority with Version upgrade or migrations via a quotation and purchase order separate to the support contract. At the time of project initiation, the Authority will be assigned a version number, which will be documented through a Change Control Notice.

3. Authority Responsibilities

During a support incident, the Subcontractor may request the Authority representative to carry out certain tasks in order to help with the progression of a support incident. Where the Subcontractor asks the Authority for more information or to perform a task relating to a support incident the SLA clock will be stopped until an appropriate response is received, or the task has been completed.

Should an appropriate response to such a request not be provided to the Subcontractor within **5 working days**, then the Subcontractor will notify the Authority of its intention to close the outstanding support incident. Unless the Authority responds with appropriate information and reasons for non-closure, the incident will be closed in the system 24 hours after the notification of closure.

The Authority must provide appropriate remote access facilities in order for the Subcontractor to provide support within the agreed SLA. SLA terms do not apply whilst remote access is unavailable.

The Authority must inform the Subcontractor if planned maintenance is to be carried out on the environments or systems supported by the Subcontractor.

The Authority is responsible for Servers and Operating Systems, including anti-virus software. SLA terms do not apply during any downtime of these components.

Where the Subcontractor are assisting the Authority IP Address or Certificate changes, it is the Authority's responsibility to provide the Subcontractor with the correct required information and certificates.

4. Incident Resolution Pathway

The correct incident resolution pathway must be followed to ensure that the service level agreement can be achieved.

Contact the Subcontractor

In the first instance, the Subcontractor should be contacted with details of the incident. As the Subcontractor pro-actively monitor the environments and systems, the Subcontractor may already be aware that the incident has occurred. In any case, the SLA applies where the customer has alerted the Subcontractor to an incident. Calls can be logged via a variety of means to the Subcontractor: Phone/Email/Web.

Full information must be given at this point to enable call escalation. Information necessary for this process is set out below.

The Subcontractor can be contacted by one of the following methods:

Method	Details
Telephone	01392 368748
Email	support@restartconsulting.com

Should you need to report an incident outside of office hours, the Subcontractor should be contacted in the following sequence:

1. First, email support@restartconsulting.com detailing information as per Incident Recording Required Information set out below
2. Secondly, call the Subcontractor's Service Desk on 01392 368748

Incident Recording

When contacting the Subcontractor helpdesk, you must supply the information detailed below. Failure to supply details as described will result in delay and may require the incident to be passed back to the Authority for additional information. The SLA timescales will only commence once all relevant information is received and logged by the Subcontractor.

REQUIRED INFORMATION

Information to be provided on request for support from the Subcontractor whether contact is made via phone, Email or the incident is directly logged to the support monitoring system.

☐	Authority ID (provided by the Subcontractor to Authority also contained within this SLA)
☐	Authority representative name
☐	Authority contact details (telephone / Email)
☐	Business Impact (System down / major outage)
☐	Time of incident
☐	Incident Description
☐	Software version
☐	Environment (test/live)
☐	Server name
☐	Hardware platform and operating system
☐	Support interface reference number (call ref from Authority if applicable)
☐	Interface name
☐	What has recently changed in your environment?
☐	Reproduction steps (if applicable)
☐	Frequency that the issue occurs

Incident Management

Once correctly raised, the Subcontractor will take responsibility for each support issue and will liaise with other suppliers on the customer's behalf where required or requested.

All support requests are recorded in the Subcontractor Support Ticket & Incident Management System (Jira Service Desk). This provides the facility for both support staff and management to view call status, assign calls and escalate calls as well as integrate historical call data in a 'knowledge base' to ensure prompt resolution.

Step by Step Procedure

1. Call is logged to the Subcontractor Support from Authority via phone, email or Jira Service Desk that needs investigation by the Subcontractor support team.
2. Incident logged on Jira Service Desk with details of issues.
3. Incident is validated and priority assigned 1-4.
4. Ticket/Reference number issued to Authority from Jira Service Desk – by phone and/or Email. Priority level assigned agreed with Authority.
5. For Priority 1/2 incidents a response within priority issue times will be made by the assigned Support Consultant with an update as to status of issue or requesting more information from the Authority.

6.	For Priority 3/4 incidents a response will be received by the Authority within priority issue times as set out in Section 2 of the SLA.
7.	Ticket is assigned and investigated. Authority is updated on progress throughout the resolution process.
8.	A report of the issue & the solution is placed on Jira Service Desk for future referencing.
9.	Upon resolution Support ticket is closed by resolving consultant.
10.	Authority receives email advising closure of Ticket number.

Escalation Procedure

In the event that the Authority wishes to escalate a support incident, the following route should be used:

1. Contact the Subcontractor via email or phone call to the helpdesk to chase progress
2. If the Authority is still not satisfied, then the Subcontractor's Support Manager should be contacted
the Subcontractor's Support Manager will investigate the incident progress and liaise with the Authority as appropriate
3. Should further escalation be required, the Subcontractor's Head of Support can be contacted in turn.
4. The Authority must provide the Subcontractor with its own escalation route for contacting the Authority outside of office hours.

Point	Contact	Telephone	Email
1	The Subcontractor Support Desk	01392 368748	support@restartconsulting.com
2	Support Manager	07411 117073	paul.seddon@restartconsulting.com
3	Support Manager	07552 720771	david.weymss@restartconsulting.com
4	Head of Support	07552 719432	kalvir.johal@restartconsulting.com
5	Head of Delivery	07861 764772	ross.williams@restartconsulting.com

5. Specific Exclusions

The following actions or circumstances are outside of the responsibility of the Subcontractor and are not covered by this support agreement. The Subcontractor will not be bound by the terms of this support contract where any of the following apply:

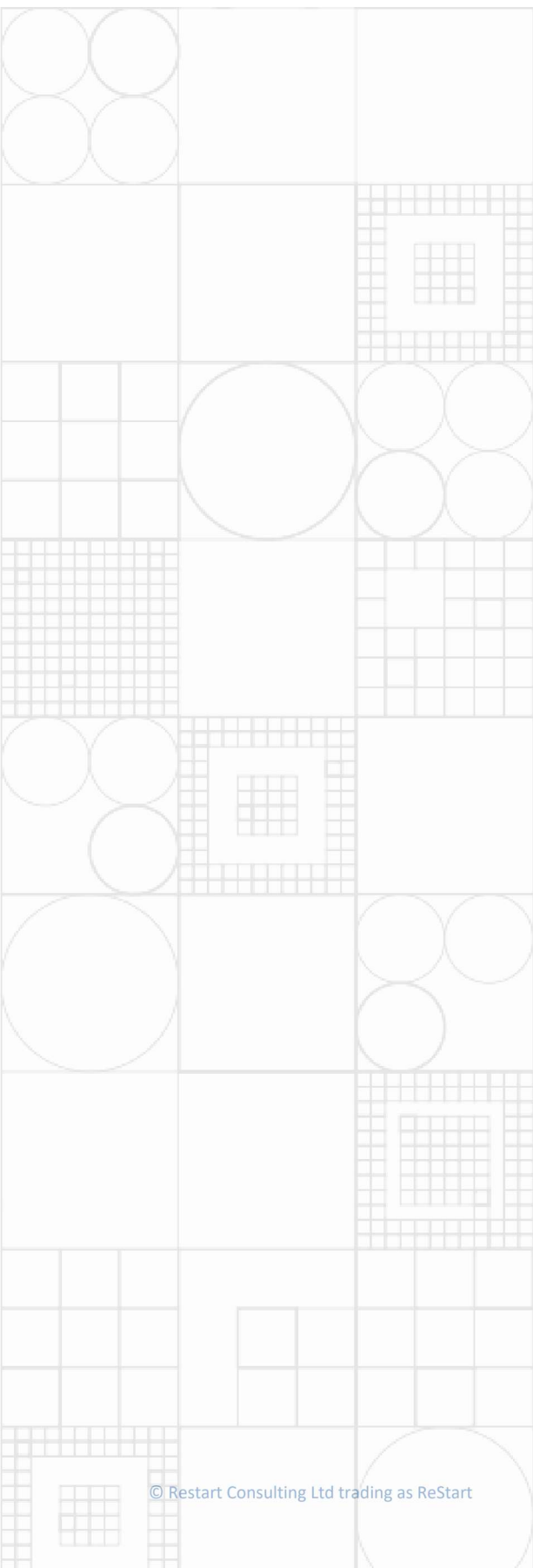
- Where incidents arise from alterations made by the Authority or their agent to the supported environment or system.
- the Subcontractor is not responsible for hardware or software that is not covered by this support contract yet forms part of the system environment.
- Upgrades or updates to Operating Systems or third-party supplier software are excluded from the support contract although the Subcontractor will work with the Authority to advise on the best course of action required.
- The supported systems or environments are accessed by anyone other than authorised users or users with appropriate skill and training
- Where incidents arise from accidental damage or misuse of the supported environment or system.
- Any act or omission of any third-party supplier to the Authority.
- Configuration, software or DNS problems beyond the control of the Subcontractor

- Failure of communication circuits, internet connections, electrical supply or other vital services or third-party offerings not supported by the Subcontractor
- Where the supported systems or environments have Virus Infections or are subject to hacking attempts, including DDoS attacks
- The rotation of backup media.
- Problems not reported promptly by the Authority or where a Support / Incident Ticket number has not been obtained.
- Should an incident be logged and it is identified as a change to the supported system or environment, this would fall outside of the service level agreement. Enhancements to the application environment, the development, documentation and implementation of enhancements are costed separately.
- the Subcontractor are unable to access the supported systems or environments to carry out its support obligations, carry out maintenance or repairs, implement required changes or complete required testing.
- Failure of the Authority to fulfil their obligations as specified in this Support Contract.
- Information is supplied by the Authority or his agent which is inaccurate, incomplete or not supplied in a timely manner.
- Force majeure events beyond the Subcontractor's reasonable control, including but not limited to Acts of God, government regulation, labour strikes, sabotage, natural disasters and national emergency.
- Maintenance of any Subcontractor software that has been deprecated by the Subcontractor.

6. Breach of SLA

the Subcontractor **recognises that it provides support services that are critical to the Authority's operations.**

- Any suspected breach will be investigated and agreed between the parties before any remedial action is undertaken or service credit agreed.
- Any suspected breach found in connection with exclusions listed in Clause 5 is not a Breach of SLA Terms.
- Only a "material breach" where no resolution has been affected and the investigation by the parties has proven a prolonged complete loss of service to the Authority of not less than 96 hours which is the "**complete responsibility of the Subcontractor**", will give the Authority the right to terminate the Support Contract with immediate effect, with written confirmation to the Subcontractor stating the incident number and the reason for termination.
- This agreement confers no rights on any person, not a party to it.



RESTART

Interoperable Digital Care

Registered Office & Technical Centre
2nd Floor, Powderham House, Park Five Business Centre, Harrier Way, Exeter EX2 7HU

Phone: 01392 368754 | Fax: 01392 345188 | Email: sales@restartconsulting.com
Company Registration No: 04758924 | VAT Registration No: GB 839 7073 90