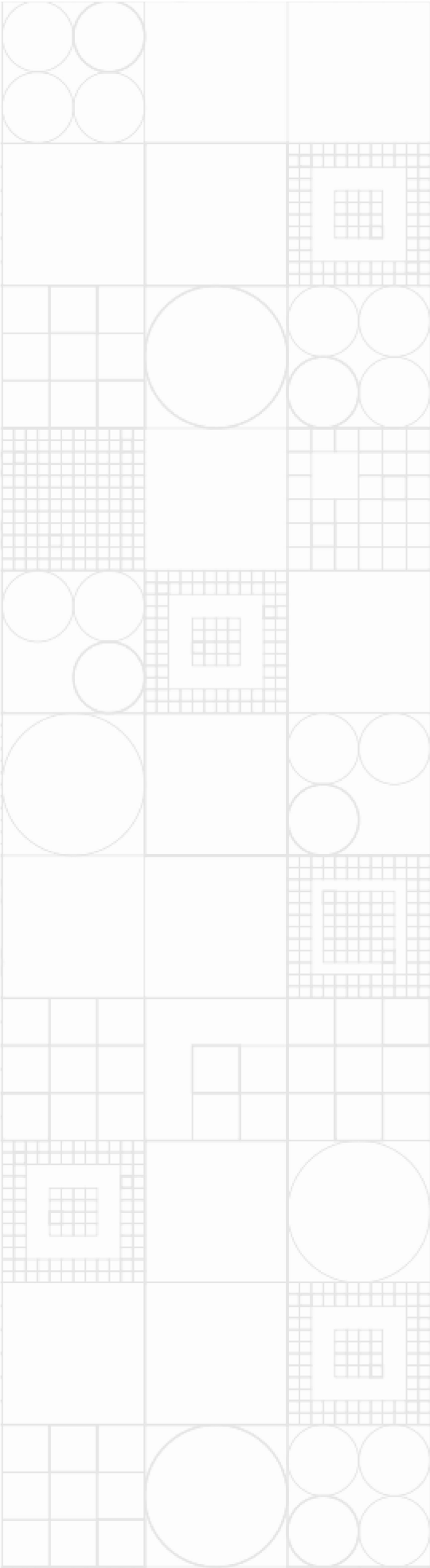




RESTART

CUSTOMER NAME

Support Contract Service Level Agreement

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 Licensors the applicable fees which include the IMX Archive licence. The amount of such fees is set forth in Appendix 2 of this Agreement. Licensors 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 Licensors 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 Licensors. The Authority shall not publish or disclose any results of benchmark tests relating to the Software without Licensors's prior written consent.

4.3 Except as required by law or as agreed in writing, Licensors 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 Licensors warrants that to its best knowledge the Software will be free of any known virus.

5.2 Licensors 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. Licensors's entire liability and the Authorities exclusive remedy for breach of the foregoing warranty shall be, at Licensors'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 Licensors believes such a claim is likely to be asserted, Licensors 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 Licensors shall have no liability if the alleged or actual infringement is based upon (a) combination of the Software with any product not furnished by Licensors to the Authority; (b) modification of the Software other than by Licensors; 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

Support Cover Level

Client Support Contract Type

This is the level of support which the Client is contracting ReStart to supply. More details can be found in the *Available Contract Types* section below.

Contract Type	Support Times
UPDATE	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 interfaces deployed on the Integration Engines within the Live environments at the Trust Site, plus any newly developed/deployed interfaces by ReStart during the chosen contract period and, where necessary, interfaces developed/deployed by the Trust following a qualifying appraisal period and the criteria listed below:

Interfaces written by the Trust will be supported within the SLA provided:

- (a) The Trust must issue an interface specification to ReStart providing full details of the interface being supported.
- (b) a month has expired since deployment to live, during which the interface is shown to be stable and functionally sound. Any remedial development undertaken by ReStart will be chargeable whereby this is a result of a change made to the original specification. A quote will be provided accordingly.

Available Contract Types

The types of support available from ReStart are described below. Hours of cover provided by this SLA can be found where Contract Type matches the Client Support Contract Type above.

Contract Type	Support Time covered & description of cover
Out Of Hours	18:00-08:00 Monday to Friday 24-hour Saturday to Sunday and public holidays Includes IMX Monitor of covered environments Issue identified; Trust personnel alerted to it by ReStart Support Team
Standard	24/7 365 Monday to Sunday Includes IMX Monitor of covered environments Issue identified, diagnosis made, resolution steps proposed to Trust by ReStart Support Team
Advanced	24/7 365 Monday to Sunday Includes IMX Monitor of covered environments Issue identified, diagnosis made, resolution steps proposed to Trust by ReStart Issue identified, diagnosis made, resolution steps proposed to Trust by ReStart. Trust has 10 days a year they can use against Change Requests that come through support.

Support Services provided by ReStart

ReStart will provide the following services during the hours covered by support:

- Support delivered by our UK based support team
- Pro-active monitoring of covered environments using our proprietary IMX Monitor tool, directly alerting support consultants to any issues
- 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 clients during incident resolution
- Deployment of integration engine software hotfixes/ad hoc patches
- Provision of quarterly service performance reports to Clients, detailing service requests, incident management data and ad-hoc tasks carried out by Restart 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
- Updating of IP Addresses and SSL certificates

System Audits

A ReStart Support Audit of the Client's Integration Environment may be conducted prior to the introduction of an SLA agreement and IMX Monitor system service. If required, the support audit will produce documentation describing the integration environment and systems which are covered by the support and form a baseline for the health check service and provide any recommendations prior to go live. (Not necessary for renewing support services).

Data Protection

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

ReStart Monitor

ReStart's IMX Monitor will form the main tool for Monitoring, Identifying & Alerting on the supported environments. It provides advanced monitoring and alerting capabilities for the following:

- Interface State
- Source System Readiness
- Endpoint System Availability
- Message Queues
- Message Errors
- System Errors
- Message Throughput algorithms (low & high message spikes)
- Productions Heartbeats
- Alerting via email, SMS and through the IMX Monitor UI

Service Level Agreement

The service level is applied to incidents based on the priority assigned by ReStart. 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.

- ReStart 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 client has the appropriate level of support. All P1 tickets raised via the support Helpdesk should be followed up with a phone call to the Restart P1 line.
- Response times are measured from the moment the client logs/submits a support request via the ReStart's helpdesk by one of the methods outlined in this document.
- ReStart 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, ReStart will undertake to implement a permanent solution at a future date. In such cases the Client will be advised and all options discussed. The permanent resolution will be implemented only with the Client's full knowledge, support, and approval.

Integration/Migration support

ReStart assigns priorities as follows:

Priority	Description	Response Within	SLA resolution
P1	CRITICAL ISSUE Integration environment unavailable. No messages passing through the solution.	10 minutes	1 hour
P2	MAJOR ISSUE Critical interfaces unavailable. Multiple message feeds are affected.	10 minutes	4 hours
P3	MINOR ISSUE Noncritical interfaces unavailable. Single message not processed as intended.	4 hours	24 hours
P4	QUERY Non-Clinical user issue or no impact on production systems.	5 days	N/A

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

The support contract covers the following environments or systems only:

Environment/Installed System	Description	Cover type
UPDATE	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.

2. Client Responsibilities

During a support incident, ReStart may request the Client representative to carry out certain tasks in order to help with the progression of a support incident. Where ReStart asks the Client 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 ReStart within **5 working days**, then ReStart will notify the Client of its intention to close the outstanding support incident. Unless the Client 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 Client must provide appropriate remote access facilities in order for ReStart to provide support within the agreed SLA. SLA terms do not apply whilst remote access is unavailable.

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

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

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

3. Incident Resolution Pathway

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

Contact ReStart

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

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

ReStart 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, ReStart 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 ReStart's Service Desk on 01392 368748

Incident Recording

When contacting the ReStart 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 Client for additional information. The SLA timescales will only commence once all relevant information is received and logged by ReStart.

REQUIRED INFORMATION

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

☐	Client ID (provided by ReStart to Client also contained within this SLA)
☐	Client representative name
☐	Client 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 Client 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, ReStart 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 ReStart 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 ReStart Support from Client via phone, email or-Jira Service Desk that needs investigation by ReStart 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 Client from Jira Service Desk – by phone and/or Email. Priority level assigned agreed with Client.

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 Client.
6.	For Priority 3/4 incidents a response will be received by the Client within priority issue times as set out in Section 2 of the SLA.
7.	Ticket is assigned and investigated. Client 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.	Client receives email advising closure of Ticket number.

Escalation Procedure

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

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

Point	Contact	Telephone	Email
1	ReStart 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.iohal@restartconsulting.com
5	Head of Delivery	07861 764772	ross.williams@restartconsulting.com

4. Specific Exclusions

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

- Integration Engine Product Maintenance and Support – this is under the client's Product and Maintenance Agreement with the Integration Engine Supplier.
- Where incidents arise from alterations made by the Client or their agent to the supported environment or system.
- ReStart 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 ReStart will work with the Client 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 Client.
- Configuration, software or DNS problems beyond the control of Restart
- Failure of communication circuits, internet connections, electrical supply or other vital services or third-party offerings not supported by Restart
- 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 Client 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.
- ReStart 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 Client to fulfil their obligations as specified in this Support Contract.
- Information is supplied by the Client or his agent which is inaccurate, incomplete or not supplied in a timely manner.
- Force majeure events beyond ReStart's reasonable control, including but not limited to Acts of God, government regulation, labour strikes, sabotage, natural disasters and national emergency.
- Maintenance of any ReStart software that has been deprecated by ReStart.

7. Breach of SLA

ReStart recognises that it provides support services that are critical to the Client'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 6 is not a Breach of SLA Terms.
- Total loss of service for a period of 12 hours longer than the resolution time specified in the SLA will be considered a "major breach" unless circumstances are found during the investigation process which preclude the incident as a breach under the specific exclusions clause 6.
- If ReStart consistently fails to meet the service levels described in this document, for P1 or P2 incidents the client may terminate the Support Contract with written confirmation to ReStart. This right is available to the Client if ReStart fails to meet these service levels more than four times in any single calendar month.
- 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 Client of not less than 96 hours which is the "**complete responsibility of Restart**", will give the Client the right to terminate the Support Contract with immediate effect, with written confirmation to ReStart stating the incident number and the reason for termination.

- Nothing in this agreement excludes or limits ReStart's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation ("Accepted Liability").
- Except for Accepted Liability, ReStart's entire liability under this Agreement is limited to 20% of the sums payable by the Client to ReStart within the current Annual Contract Period.
- Except in relation to Accepted Liability, ReStart shall not be liable for loss of profits or loss of anticipated savings or third-party losses or for any indirect or consequential loss or damage howsoever such losses are caused, and whether arising out of or otherwise in connection with this Agreement.
- This agreement confers no rights on any person not a party to it.

8. Contract Termination

It is understood by both parties that this support contract shall run for the period as specified in the Services and Support Contract Period on Page 2 and the Option requested by the Client when purchasing the Support Contract. The Contract is subject to automatic renewal thereafter unless terminated under the specific terms of this Agreement.

Either party may terminate this contract for any reason at the end of the annual contractual periods. Notice may be given in writing to the authorised representative of either party to this effect at least three months (90 days) prior to the end of the contract period. If such notice is not given then the support contract shall be deemed to be continued between the parties and payable at the last annual payment plus any additional costs. The client acknowledges this automatic renewal clause and agrees to provide a purchase order for the value when requested.

Should a discounted multi-year option be terminated before the end of the full contracted term, with the correct notice period of three months prior to the contract annual anniversary, ReStart reserves the right to retrospectively charge the correct multi-year option support fees for the contract duration already undertaken and the Client agrees to provide a purchase order for the value if requested.

When an automatic renewal has been undertaken as no termination notice has been received, and support has continued without the renewing Purchase Order, any support issues undertaken and resolved during the period without a Support Purchase Order, will be charged at £1050 plus VAT per issue, the Client agrees to provide a purchase order for the value if requested.

Support Contract Service Level Agreement Acceptance

Commencement of the Support Contract by ReStart upon instruction by the Client, and issue of a Purchase Order for the Support Period as Stated on Page 2, confirms acceptance and commitment to the Service Level Agreements and processes contained within this SLA document by both parties.

ReStart Third Party Supplier Security, Data Protection and GDPR Statement.

ReStart Security and Data Processes

ReStart complies with **NHS policies on Data Access and Handling**. To undertake the professional services required by the Trust, ReStart will not need to remove data from servers belonging to the Trust. No data will reside in the ReStart offices or data centre. All development work which may involve data handling will be carried out using remote access from ReStart's secure N3/HSCN endpoints to the Trust's own environments.

ReStart expects that the data stored on the Trust's servers will already be secured using the latest data protection standards and that these processes will not need to be changed for the services of development and deployment provided by ReStart. All data, personal and/or sensitive data referred to remains at all times the property of the Data Controller (the Trust) and shall remain within the domain of the Data Controller in their secure environment.

No data need leave the servers belonging to the Trust, meaning no ReStart hardware requires cleansing and no data need be migrated following contract expiry. All data will remain on hardware belonging to the Trust.

ReStart confirms that its security policy is structured in accordance with BS ISO/IEC 27001. ReStart completes and attains the NHS Digital DSP Toolkit Accreditation Assessment annually ODS Code : 8HN39. ReStart confirms it is an Approved Services Recipient for N3/HSCN connectivity.

ReStart has passed Cyber Essentials certification through the approved CREST CE+ Certification Body, IASME

Data protection awareness training

Annual training for staff is mandated within ReStart's employment contracts to NHS standards.

All ReStart Staff are certificated for Data Security Awareness via www.e-lfh.org.uk. This training has been produced by the NHS Digital and the External Information Governance Delivery team, in collaboration with partners across health and care. All new staff complete this training within their first month of employment. Monitoring and spot checks take place across the year, and any shortfalls in knowledge are remedied with staff briefings, or re-training.

Policies

ReStart has the full range of Information Governance, GDPR and Information Technology Security policies, procedures, training and guidance for staff.

Policies and procedures are reviewed regularly by the SIRO and IG team to ensure they are in line with legislation and current NHS Standards.

Data Breaches

ReStart's reporting of personal data breaches follows NHS Incident Reporting processes.

Information incidents and breaches are reviewed per incident by the IG team and SIRO. ReStart has not initiated any personal data breaches. As a trusted supplier to its NHS clients, any personal data received by ReStart in error, is safely contained and deleted. An Incident Report is completed and sent

to the sender of the data with the assurance the breach has been safely contained and that no external risk has occurred.

In line with NHS Digital's 'Checklist Guidance for Reporting, Managing and Investigating Information Governance and Cyber Security Serious Incidents Requiring Investigation', any relevant incidents would immediately be reported to the ICO and NHS Digital.

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