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Crown Commercial Services

Supplier Terms & Conditions

Bid.team@netcall.com



Note: **Highlighted sections** are subject to configuration of the solution.

Standard Terms & Conditions for the Supply of Services:

Between:

- (1) The Netcall entity whose name, registration number and registered office is as detailed on the relevant Order Form (“Netcall”); and
- (2) The entity whose name, registration number and registered office is as detailed on the relevant Order Form (“Customer”).

Customer agrees to purchase Services as specified in the relevant Netcall order form agreed by the parties (“**Order Form**”) and which will be subject to these terms and conditions (“**Terms**”). Together the Order Form and the Terms are the “**Agreement**”. This Agreement will only come into force when the Order Form has been issued to Customer by Netcall, Customer has returned it signed to Netcall and Netcall has returned to Customer a countersigned copy of that Order Form. No other terms will apply to the supply of the Services by Netcall to Customer other than the terms expressly set out in the Agreement. For the avoidance of doubt the terms of any Customer purchase order will not be legally binding and may not act as a form of offer, counter-offer, modification, addition to and/or variation of this Agreement. In the event of any conflict between the Terms and the Order Form, the order of precedence will be firstly, these Terms and then the Order Form, unless it is expressly stated in the Order Form that the provision is to prevail over these Terms.

1 PROVISION OF SERVICES

1.1 Terms applying to all Services:

- 1.1.1 Netcall will provide the services set out in the Order Form being Professional Services, Hosted Service, Managed Service and/or Support & Maintenance Services (together “**Services**”). Notwithstanding any provision of any Order Form to the contrary all dates for the provision of the Services will be estimates only.
- 1.1.2 Customer will comply with the reasonable instructions of Netcall as may be relevant to the Services and Customer will provide all reasonable co-operation to Netcall in its provision of the Services (including reasonable access to equipment, personnel, data, systems and/or infrastructure as is reasonably required to perform the Services (including to allow Services to be delivered remotely)).
- 1.1.3 Netcall reserves the right to engage sub-contractors to perform the Services provided that Netcall will remain liable to Customer for any breach by Netcall’s sub-contractors of Netcall’s

obligations under this Agreement subject to the terms hereof.

- 1.1.4 The Order Form will specify the initial term of the provision of the Hosted Service, Support & Maintenance Services and/or Managed Service (as applicable).
- 1.1.5 Services will be calculated and charged for as set out in the relevant Order Form. Netcall reserves the right to increase the price charged for Services: (i) with effect from the end of the initial term of such Services by written notice to Customer prior to the expiry of such initial term and thereafter prior to any annual anniversary thereof by an amount equal to the previous month’s 12 months’ rate for the retail prices index (“**RPI**”) plus 2%; and/or (ii) as may be expressly specified in the Order Form.
- 1.1.6 Customer will not (and will not permit any third party to) use, rent, loan, “frame”, “mirror”, distribute and/or otherwise deal in the Services (or any component thereof) and in particular will not use the same to process data for third parties

or provide a bureau service or other outsourced service to third parties.

- 1.1.7 Customer will give prompt notice to Netcall as soon as it becomes aware that Customer has exceeded any restrictions and/or usage limits specified in the Order Form in relation to the Services.

1.2 Professional Services:

- 1.2.1 Netcall will provide the professional services (if any) set out in the Order Form (“**Professional Services**”). In respect of Professional Services, the term of use of the resulting deliverables will be the same as the term of use of the corresponding Services.

1.3 Hosted Service:

- 1.3.1 Netcall will provide the hosted service (if any) set out in the Order Form (“**Hosted Service**”). Netcall grants to Customer a non-exclusive, non-transferable, limited licence to use the Hosted Service subject to the terms of this Agreement. The Hosted Service includes any new versions and/or releases of such Hosted Service and/or

documentation relating to such Hosted Service made available to Customer by Netcall. For the avoidance of doubt the Hosted Service, and any updates or maintenance releases thereof, will be made available only on a hosted basis and will not be delivered in object code or physical media to Customer.

- 1.3.2 The Hosted Service will be provided subject to Netcall's standard service levels which are set out in the relevant Order Form and which Netcall may amend from time to time (provided it does not substantially decrease such service levels) without the prior written consent of Customer.
- 1.3.3 Customer will ensure that its use of the Hosted Service remains in compliance with all applicable laws. Customer will not use the Hosted Service to store or distribute illegal or infringing content and agrees that if Netcall receives notice from any third party alleging the presence of such content in the Hosted Service, Netcall will be entitled to take whatever action as Netcall deems fit, including deleting such content, without liability to Customer.
- 1.3.4 The Hosted Service is only for Customer's internal use.
- 1.3.5 The Hosted Service is provided only for the limited purpose for which it was designed and is for use only in connection with equipment that complies with Netcall's minimum equipment and site requirements which are available on request (as updated from time to time) or as may be specified in the Order Form.
- 1.3.6 Customer is prohibited from decompiling, reverse engineering, disassembling, or otherwise reducing the Hosted Service to a human-perceivable form except as permitted by any applicable law. Where permitted by applicable law, Customer will agree to first make a written request to Netcall for it to supply the relevant

information required specifying in reasonable detail the extent and objectives of the proposed decompilation, disassembly or unbundling exercise. Netcall will be entitled to a reasonable fee for the provision of such information.

- 1.3.7 Except as expressly provided in this Agreement no right is granted to translate, adapt, arrange, alter and/or modify the Hosted Service or any part of it and Customer will not do or attempt any of such acts, whether for error correction or otherwise except in so far as Customer may lawfully do so without the authorisation of Netcall.
- 1.3.8 Customer is responsible for taking appropriate security measures itself and accordingly will implement its own security policies in line with good industry practice.
- 1.3.9 Customer controls what data is provided to the Hosted Service for the purposes of the provision of the Hosted Service and how such data is transferred to and from the Hosted Service.
- 1.3.10 Customer will not use the Hosted Service in a manner that interferes with, degrades or disrupts the integrity or performance of any Netcall (or Netcall's sub-contractors') technologies, services, systems or other offerings, including data transmission, storage and/or backup.
- 1.3.11 1.3.11 Customer will not circumvent or disable any security features or functionality associated with the Hosted Service.
- 1.3.12 1.3.12 Customer will not use the Hosted Service in any manner prohibited by law.
- 1.3.13 With respect to the Hosted Service Customer will adhere to all applicable laws, treaties and regulations in all jurisdictions in respect of which Customer uses the Hosted Service, including all end-user, end-use and destination restrictions issued by applicable government

entities. Customer will not upload any data or information to the Hosted Service for which Customer does not have appropriate rights.

1.4 Support & Maintenance Services:

- 1.4.1 Netcall will provide the support and maintenance services (if any) set out in the Order Form ("**Support & Maintenance Services**").
- 1.4.2 Customer agrees to: (a) use, operate and maintain the Services in accordance with any relevant operating manuals and Netcall's instructions and/or recommendations; (b) nominate and suitably train at least one dedicated support contact; and (c) ensure that only suitably trained and experienced individuals submit service requests. Netcall will have no liability or obligation to provide Support & Maintenance Services in relation to faults or service delays caused by Customer default, customisations, incorrect environments and/or Customer staff not being suitably trained/skilled.
- 1.4.3 Netcall may record telephone calls between representatives of Customer and representatives of Netcall for training and service improvement purposes.

1.5 Managed Service:

- 1.5.1 Netcall will provide the managed services (if any) set out in the Order Form ("**Managed Service**"). The Managed Service will be provided subject to Netcall's standard service levels which are set out in the relevant Order Form and which Netcall may amend from time to time (provided it does not substantially decrease such service levels) without the prior written consent of Customer.
- 1.5.2 Customer will ensure that its use of the Managed Service remains in compliance with all applicable laws. Customer will not use the Managed Service to store or distribute illegal or infringing content and agrees that if Netcall receives notice from

any third party alleging the presence of such content in the Managed Service being provided by Netcall, Netcall will be entitled to take whatever action as Netcall deems fit, including deleting such content, without liability to Customer.

2 PRICE & PAYMENT

- 2.1 Netcall will invoice Customer for the charges due hereunder as set out in the Order Form. Customer will pay all amounts due without deduction or withholding in pounds sterling within 30 days of date of Netcall's invoice. All sums payable under this Agreement are exclusive of any VAT. Customer is responsible for all taxes, charges, levies, assessments and other fees of any kind imposed on the purchase of the Services. Customer will not be entitled to set off amounts due to it against any amounts due to Netcall pursuant to, or in connection with this Agreement or pursuant to or in connection with any other agreement made between the parties. For the purposes of ensuring payment on time, Customer shall promptly provide Netcall with appropriate purchase orders for all amounts due under this Agreement.
- 2.2 Customer will pay Netcall's reasonable out of pocket travel, accommodation and subsistence expenses incurred by Netcall in attending any location outside of Netcall's offices as requested by Customer.
- 2.3 Netcall may without prejudice to its other rights and/or remedies suspend Customer's right to use the Services and/or suspend Netcall's provision of the Services (or any part thereof) and/or the performance of its obligations under any Agreement if Customer fails to pay any amount due to Netcall on time. Interest on late payments will be charged by Netcall at the rate of 2% per annum above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being

compounded quarterly until payment is made, whether before or after any judgment.

3 WARRANTIES

- 3.1 Customer is responsible for ensuring that the facilities and functions in the Services meet its requirements.
- 3.2 Netcall warrants that all Services will be carried out with reasonable care and skill. Netcall warrants that it will use reasonable endeavours to provide the Hosted Service and/or Managed Service in substantial conformance with Netcall's standard documentation for the Hosted Service and/or Managed Service as applicable. The parties acknowledge that the Hosted Service and/or Managed Service will not be free of minor defects nor will the Hosted Service and/or Managed Service function without interruption. Netcall will have no liability or obligations under the aforesaid warranties unless it has received written notice of the breach of warranty in question no later than 60 days after the date on which Netcall performed the act or omission which caused the breach of warranty. Customer hereby agrees that its sole remedy in respect of any breach of the said warranties is that Netcall will remedy such breach without charge to Customer and if in Netcall's reasonable opinion, Netcall is unable to remedy any such breach then its liability for that failure is limited to refunding a reasonable portion of the fees paid for the relevant Services for 12 months prior to the date of the breach (where such portion will be calculated by Netcall acting reasonably and having regard to the circumstances of the breach in question).
- 3.3 No warranty whatsoever is given in respect of any third party or open source software.
- 3.4 Both parties will take all reasonable steps to ensure that their own computer systems are virus checked and that they do not transmit viruses to the other

party during electronic interconnection or the exchange of media.

- 3.5 Except as expressly set forth in this Agreement all warranties, conditions, representations and other terms implied by statute or common law in respect of the Services are, to the fullest extent permitted by law, excluded.

4 LIMITATION OF LIABILITY

- 4.1 This clause 4 sets out the entire financial liability of Netcall (including any liability for the acts or omissions of its employees, agents and/or sub-contractors) to Customer in respect of all matters arising out of or in connection with this Agreement. All claims by Customer must be made against Netcall only and not against any of Netcall's third party licensors.
- 4.2 Nothing in this Agreement will be construed as limiting or excluding the liability of Netcall for:
 - 4.2.1 death or personal injury resulting from negligence; or
 - 4.2.2 any damage or liability incurred by Customer as a result of fraud (including a fraudulent misrepresentation) by Netcall; or
 - 4.2.3 any liability which cannot lawfully be limited or excluded.
- 4.3 Subject to clause 4.2, Netcall will not be liable to Customer for any of the following (where in each of clauses 4.3.1 to 4.3.8 inclusive whether of a direct or indirect nature):
 - 4.3.1 loss of, damage to and/or corruption of data;
 - 4.3.2 loss of profits;
 - 4.3.3 loss of business;
 - 4.3.4 depletion of goodwill;
 - 4.3.5 loss of anticipated savings;

- 4.3.6 loss of contract;
- 4.3.7 loss of use;
- 4.3.8 wasted expenditure; and/or
- 4.3.9 special, indirect or consequential loss.
- 4.4 Subject to clause 4.2, Netcall's total liability for any and all claims in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether negligent or innocent), restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement (or any collateral contract) will be limited to:
 - 4.4.1 in relation to Professional Services, 100% of the fee paid and payable by Customer for the relevant Professional Services in respect of which such claim relates;
 - 4.4.2 in relation to the Hosted Service and/or Support & Maintenance Services, 100% of the fee paid and payable by Customer for the relevant Hosted Service and/or Support & Maintenance Services in respect of which such claim relates for the 12 months preceding the date on which the cause of action giving rise to the first claim arose;
 - 4.4.3 in relation to the Managed Service, 100% of the fee paid and payable by Customer for the relevant Managed Service in respect of which such claim relates for the 12 months preceding the date on which the cause of action giving rise to the first claim arose;
 - 4.4.4 in the case of all other matters, £25,000.
- 4.5 Netcall will not be liable for any loss or damage suffered by Customer where such loss or damage is suffered in consequence of any unavailability or failure or interruption of the Services arising from any of Customer's systems, equipment or any third party equipment or where caused by Customer's acts or omissions or inadequately trained Customer

personnel. Customer acknowledges and agrees that the Hosted Service may be subject to interruption, limitations, delays, and other problems inherent in the use of Internet applications and electronic communications. Netcall is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond Netcall's reasonable control, without regard to whether such events are reasonably foreseeable by Netcall.

- 4.6 If Netcall's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, its agents, sub-contractors and/or employees, Netcall will not be liable for any costs, charges and/or loss sustained or incurred by Customer arising directly or indirectly from such prevention or delay.

5 INTELLECTUAL PROPERTY

- 5.1 All intellectual property rights in the Services (including any modifications, alterations or adaptations thereto whether made by Netcall, Customer or any third party) are and will remain the sole property of Netcall (or its licensors). Netcall will not acquire any intellectual property rights in any data that Customer inputs to the Hosted Service ("**Customer Data**"). Subject to Netcall's obligations pursuant to clause 6.2, Netcall will not be prevented or restricted by this Agreement from developing and using any techniques, ideas, concepts, information and/or know-how relating to methods and/or processes of general application including those in the field of information technology and business processes that have been learnt in the course of performing Netcall's obligations under this Agreement.
- 5.2 With respect to all Customer Data, content, designs, processes or other intellectual property and/or confidential information Customer will ensure that it has all rights, consents and authority therein to

provide the same to Netcall and/or for Netcall to process the same via the Hosted Service.

- 5.3 Subject always to the limitations and exclusions of liability set out in clause 4, Netcall will indemnify and hold Customer harmless against its reasonable losses, liabilities and damages directly arising from any claim that the current and/or immediately preceding release of the Hosted Service infringes the copyright of a third party ("**Claim**") provided that Customer complies with clauses 5.4 to 5.6 (inclusive) and provided that the Claim does not arise as a result of:
 - 5.3.1 the use of the Hosted Service in combination with any material not supplied by Netcall;
 - 5.3.2 a modification to the Hosted Service that is not undertaken by Netcall;
 - 5.3.3 the use of the Hosted Service in combination with any of Customer's content, applications, products, services, hardware, designs, business processes and/or Customer Data; and/or
 - 5.3.4 the use of the Hosted Service, or any documentation in a manner contrary to this Agreement or any instructions given to Customer by Netcall.
- 5.4 Customer will promptly give notice in writing to Netcall if it becomes aware of any: (a) Claim; and/or (b) infringement or suspected infringement by a third party of the intellectual property rights relating to Services.
- 5.5 Netcall will, in its absolute discretion, decide what action to take in respect of any Claim. Netcall will conduct and have sole control over any consequent action that it deems necessary and Netcall will be entitled to all damages and other sums that may be paid or awarded as a result of that action. Customer will not (whether through action or inaction) prejudice Netcall's defence of such Claim.

- 5.6 In relation to any Claim, Customer will, at Netcall's reasonable cost, provide such assistance and will take such steps or actions as Netcall may consider reasonable or appropriate to prevent or to terminate the infringement and/or to defend the Claim.
- 5.7 Netcall will have the right to replace and/or change all or part of the Services in order to avoid any infringement provided the same does not have a substantial detrimental effect on the relevant Services.
- 5.8 If Customer uses "Open Source" software (which will also include software known as "copyleft" and "freeware") in conjunction with any of the Services Customer must ensure that Customer's use does not: (a) create, or purport to create, obligations of Netcall or its licensors with respect to the Services; or (b) grant, or purport to grant, to any third party any rights to, or immunities under, Netcall's or its licensors' intellectual property or proprietary rights in the Services.
- 5.9 Netcall will be entitled to use Customer's corporate name and logo on Netcall promotional/communication materials simply to indicate that Customer is a customer of Netcall.

6 CONFIDENTIALITY

- 6.1 **"Confidential Information"** means (a) terms of this Agreement; (b) any information that would be regarded as confidential by a reasonable business person relating to (i) the business, assets, affairs, customers, clients, suppliers or plans of the disclosing party; (ii) the Services, and (iii) the operations, processes, product information, know-how, designs, trade secrets and/or inventions of the disclosing party.
- 6.2 Subject to clause 6.3 each party will keep in strict confidence the disclosing party's Confidential Information. Each party will restrict disclosure of such Confidential Information to such of its

employees, agents and/or sub-contractors as may need to know the same for the purposes of this Agreement, and will ensure that its employees, agents and/or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the parties to this Agreement. The receiving party will be liable for any breach of the obligations in this Agreement by any of its employees, agents and/or sub-contractors. Customer agrees that Netcall may report to the relevant third party licensors the appropriate information relating to the third party software licensed to Customer hereunder.

- 6.3 The obligations of confidentiality in clause 6.2 will not apply to any information which: (a) was lawfully in the possession of the receiving party without any obligation of confidentiality prior to its disclosure by the disclosing party; (b) is already public knowledge or becomes so at a future date (other than as a result of a breach by the receiving party of this Agreement); (c) comes into the receiving party's knowledge from a third party who lawfully possesses such information and disclosure by receiving party is not in breach of a duty of confidence; (d) is required to be disclosed pursuant to any statute, regulation, applicable stock exchange rule, ordinance or order of a court of competent jurisdiction (subject to the receiving party, where reasonably practicable, giving the disclosing party not less than two Working Days written notice thereof); or (e) independently developed by the receiving party without access to or knowledge or use of the Confidential Information.

- 6.4 This clause 6 will not apply to any Personal Data (as defined below) which is the subject of clause 7 below.

7 DATA PROTECTION

7.1 Definitions:

- 7.1.1 **"Data Protection Legislation"** means the UK GDPR and the Data Protection Act 2018.
- 7.1.2 **"Data Controller", "Data Processor", "Data Protection Impact Assessment", "Data Subject", "Personal Data" and "Process"** will have the meanings ascribed to them by the Data Protection Legislation.
- 7.2 Where Personal Data is Processed pursuant to this Agreement, the type of Personal Data and the subject matter, duration, nature and purpose of the Processing, and the categories of Data Subjects, are as described in the relevant Order Form.
- 7.3 In respect of the parties' rights and obligations under this Agreement regarding the Personal Data, the parties hereby acknowledge and agree that Netcall may Process Personal Data on behalf of Customer as part of its provision of the Services. Where this occurs, Customer is the Data Controller and Netcall is the Data Processor and accordingly Netcall agrees that it will Process all Personal Data in accordance with its obligations pursuant to this clause 7.3 and clause 7.4. Notwithstanding any other provision in this Agreement to the contrary, in relation to the Services Customer:
 - 7.3.1 will comply with the Data Protection Legislation at all times;
 - 7.3.2 will, as between the parties, have sole responsibility for the accuracy and quality of the Personal Data and the means by which Customer acquired the Personal Data;
 - 7.3.3 will ensure that it has all rights, consents and authority to permit Netcall to lawfully Process such Personal Data;
 - 7.3.4 agrees that it is responsible for implementing its own policies and decisions in relation to its compliance with the Data Protection Legislation and for ensuring that those policies are in compliance with the Data Protection Legislation;

- 7.3.5 agrees that Netcall is not providing any advice to Customer as to Customer's compliance with the Data Protection Legislation;
- 7.3.6 agrees that Netcall will not in respect of each instance be in breach of this Agreement nor will Netcall be in any other way liable to Customer for and/or be responsible to Customer for any consequences arising from Processing Personal Data where Netcall has done so in accordance with Customer instructions relating thereto;
- 7.3.7 agrees that Customer policies in relation to its compliance with the Data Protection Legislation must be reasonable;
- 7.3.8 agrees to undertake a proper review of the Services and the associated Customer policies and/or instructions reflected within the Services in relation to compliance with the Data Protection Legislation prior to putting the Services into operational use and Customer agrees not to put the Services into operational use where such a review identifies any material risk of non-compliance with the Data Protection Legislation. Customer agrees to keep the Services subject to such review on an ongoing basis and in particular will undertake such reviews prior to deploying any changes made to the Services by Customer and/or Netcall and Customer agrees not to put any such changes into operational use where such a review identifies any material risk in relation to data security measures and/or to applicable data protection laws; and
- 7.3.9 grants a general authorisation to Netcall to appoint third party service providers as sub-processors to support the performance of the Services.
- 7.4 Notwithstanding any other provision in this Agreement to the contrary Customer agrees that in Processing Personal Data Netcall's obligations in this Agreement are as follows:
- 7.4.1 Netcall will only Process the Personal Data in order to provide the Services and will act only in accordance with this Agreement and Customer's written instructions issued from time to time;
- 7.4.2 Netcall will as soon as reasonably practicable upon becoming aware, inform Customer if, in Netcall's opinion, any instructions provided by Customer infringe the Data Protection Legislation;
- 7.4.3 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Netcall will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed pursuant to this Agreement;
- 7.4.4 Netcall will take reasonable steps to ensure the reliability of any of its staff who will have access to the Personal Data and ensure that anyone who accesses it will respect and maintain all due confidentiality;
- 7.4.5 Netcall will without undue delay after becoming aware, notify Customer of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed under this Agreement ("**Personal Data Breach**");
- 7.4.6 Netcall will as soon as reasonably practicable following, and in any event within sixty (60) days of, termination or expiry of this Agreement or completion of the Services, delete or return to Customer (at Customer's direction) all Personal Data (including copies thereof) Processed pursuant to this Agreement in accordance with clause 9.3; and
- 7.4.7 Netcall will provide such assistance to Customer as Customer reasonably requests (taking into account the nature of Processing and the information available to Netcall) in relation to Customer's obligations under the Data Protection Legislation with respect to: (a) responding to requests from any Data Subject seeking to exercise its rights under the Data Protection Legislation; (b) Data Protection Impact Assessments; (c) notifications to the supervisory authority under the Data Protection Legislation and/or communications to Data Subjects by Customer in response to any Personal Data Breach; and (d) Customer's compliance with its obligations under the Data Protection Legislation with respect to the security of Processing; provided that in relation to the foregoing Customer will pay Netcall's charges for providing such assistance at Netcall's then current standard professional services rates.
- 7.5 Netcall will not cause or permit any Personal Data to be transferred or Processed outside the United Kingdom and/or European Union without first seeking the consent of Customer.

8 TERMINATION

- 8.1 If (a) the term of provision of the Hosted Service and/or Managed Service expires, or (b) the Agreement terminates earlier, then Customer will immediately cease use of the Hosted Service and/or Managed Service (as applicable) and all licences to use the same shall immediately terminate.
- 8.2 Netcall may terminate this Agreement immediately on giving written notice to Customer if Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less

than 30 days after being notified in writing to make such payment.

- 8.3 Either party may terminate this Agreement immediately on giving written notice to the other party if (i) the other party commits a material breach of any other term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or, (ii) the other party becomes insolvent or is otherwise unable to pay its debts as they fall due.

9 CONSEQUENCES OF TERMINATION

- 9.1 On termination or expiry of this Agreement for any reason Customer will:
- 9.2 immediately pay to Netcall all outstanding unpaid invoices together with any amounts due in respect of Services supplied but not yet invoiced; and
- 9.3 immediately deliver up and/or permanently destroy all copies of Netcall's Confidential Information and copies of programs, manuals and documentation used by Netcall for the provision of Services.
- 9.4 If Customer fails to perform its obligations under clause 9.1, then Netcall may enter Customer's premises and take possession of such Netcall Confidential Information.
- 9.5 If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Netcall will make available to Customer all Customer Data stored within the Hosted Service at the time of expiration or termination. Sixty (60) days after termination, Netcall will have no further obligation to Customer and may, at its option, permanently delete or destroy the Hosted Service and all information and materials contained therein, including Customer Data. Netcall will make transition services available to Customer at Netcall's then current standard professional services rates for such services in order

to reasonably assist Customer in transitioning Customer Data into other proprietary formats, however Netcall does not warrant that the data format used by Netcall will be the same as or directly interoperable with other systems used by Customer. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Netcall to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Netcall. Netcall will not be responsible for any loss, destruction, alteration and/or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Netcall to perform services related to Customer Data maintenance and back-up).

- 9.6 The accrued rights, remedies, obligations and/or liabilities of each party will, notwithstanding any specific provision herein, survive the termination of this Agreement.
- 9.7 For the avoidance of doubt Netcall may charge Customer on a quantum meruit basis for any Professional Services performed on a fixed price basis up to the date of termination of this Agreement and for any other reasonable charges to which Netcall is committed in respect of the anticipated performance of those services which may be immediately invoiced by Netcall and will be payable by Customer notwithstanding such termination.
- 9.8 The provisions of clauses 2, 4, 5, 6, 7, 8, 9 and 10 will survive the termination of this Agreement.

10 GENERAL

- 10.1 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises, warranties, representations and/or conditions, whether oral or written, express or implied between the parties relating to its subject

matter. Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon, any representations, promises, covenants and/or undertakings of the other party with respect to such subject matter other than those expressly set out in this Agreement. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 10.2 This Agreement may not be modified except by written document signed by authorised representatives of Netcall and Customer.
- 10.3 Any notice under this Agreement must be in writing and must be addressed to a director of the other party (or equivalent position) and be personally delivered, or sent by either (a) courier, (b) registered mail, (c) first-class postage prepaid, or (d) sent by email (provided that the sender confirms the email by sending an original confirmation copy by courier, registered mail or first class pre-paid postage within 3 Working Days after transmission) to the recipient party at its registered office or such changed address as will be notified by one party to the other in writing for the purposes of this clause. Any notice will be deemed to have been given: (i) in the case of personal delivery, at the time of personal delivery, (ii) in the case of email, upon transmission provided confirmation is sent as described above, or (iii) in the case of courier service, first class postage or registered mail, 3 Working Days after the date and time of mailing. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 10.4 Customer will not be entitled to novate, transfer or assign this Agreement without the prior written consent of Netcall.

- 10.5 Neither party is responsible for failure to fulfil its obligations in this Agreement (excluding any obligations relating to payment of any charges pursuant to this Agreement) due to causes beyond its reasonable control that directly or indirectly delay or prevent its timely performance hereunder and if a party will become aware of any such causes it will promptly inform the other party thereof.
- 10.6 The parties will comply with their respective obligations under English law regarding anti-slavery, anti-bribery and anti-corruption.
- 10.7 No employment, partnership or agency relationship will be deemed to exist between Customer and Netcall.
- 10.8 For the duration of this Agreement and for six months following its expiry or termination, Customer will not solicit the employment or services of any personnel of Netcall who have been engaged in connection with this Agreement.
- 10.9 Each right or remedy of a party under this Agreement is without prejudice to any other right or remedy of that party whether under this Agreement or not.
- 10.10 Customer will permit reasonable access by Netcall to its premises during Working Days to audit compliance with the terms of this Agreement.
- 10.11 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.12 Failure or delay by a party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.13 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.14 Except as expressly stated therein, the parties to this Agreement do not intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 10.15 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) save that nothing will prevent either party from enforcing its rights under this Agreement in the courts of any jurisdiction having competence to issue an injunction directly enforceable against the other party.
- 10.16 Unless agreed otherwise in writing, Customer will reimburse Netcall on demand on a full indemnity basis for all costs, compensation payments, tribunal awards, expenses and charges arising from any claim, demand or action made by any of Customer's employees or ex-employees or any trade union or staff association which represents Customer's employees or ex-employees (or, in any case where Customer has outsourced services which are the same as or similar to the Services, the employees or ex-employees of such third party service provider or any trade union or staff association representing those employees) on the grounds that the provision and/or cessation of the Services constitutes a relevant transfer or the transfer of an undertaking for the purposes of TUPE (where TUPE means any applicable laws (including regulations) giving effect to Directive 95/46/EC of the European Parliament from time to time including without limitation the UK's including, without limitation, the Transfer of Undertakings (Protection of Employment Regulations 2006)).

Clinic Utilisation Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:
 - A **Clinic Utilisation Communication** is a communication generated by this Hosted Service for delivery via NHS App notification, Customer's email server, SMS gateway, applicable call back application and/or any other form of patient communication. The number of Clinic Utilisation Communications stated in the Hosted Service description is the amount of individual Clinic Utilisation Communications that may be processed by Customer in this Hosted Service which is included in the charges. Customer may process more Clinic Utilisation Communications than the number of Clinic Utilisation Communications stated in the Hosted Service description and where such occurs then Customer will pay the Additional Clinic Utilisation Communications charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 5,000 Clinic Utilisation Communications ("**Clinic Utilisation Communication Voucher**") at any time, at the Clinic Utilisation Communication Voucher price stated in the Overuse Charges paragraph below.
- The Hosted Service is only for Customer's internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.
- If the Liberty On-Premise Adapter ("**Liberty OPA**") is supplied as part of this Hosted Service Netcall provides certain software components to Customer as part of Liberty OPA on an on-premise basis and such software will be (a) deemed part of the Hosted Service, (b) used

only in conjunction with the Hosted Service, and (c) subject to the terms of this Agreement.

- Each Clinic Utilisation Communication Voucher must be used by termination or expiry date of the initial term of this Hosted Service, otherwise unused Clinic Utilisation Communication Vouchers will be lost and no refund will be provided.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.
- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- The service level does not apply to the Liberty OPA software (where supplied).
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The

calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.

- **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.
- **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.
- Scheduled Hours means 24 hours a day, every day.
- Scheduled Outage is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will

be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.

- Emergency Situation is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.
Categories of Data Subject:	Customer to inform Netcall.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Crowdstrike, Inc	Cyber security services.	UK and/or European Union

4 Overuse Charges:

Description	Price	Invoiced
Additional Clinic Utilisation Communications	£XXX (+VAT) per Clinic Utilisation Communication	Monthly in arrears
Clinic Utilisation Communication Voucher (5,000 Clinic Utilisation Communications)	£XXX (+VAT)	On Purchase

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the charges for the unit/voucher prices stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month's 12 months' rate for the retail prices index plus 2%.

Diagnostic Booking Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:
 - A **Diagnostic Booking Communication** is a communication generated by the Hosted Service for delivery via NHS App notification, Customer's email server, SMS gateway, applicable call back application and/or any other form of patient communication. The number of Diagnostic Booking Communications stated in the Hosted Service description is the amount of individual Diagnostic Booking Communications that may be processed by Customer in this Hosted Service which is included in the charges. Customer may process more Diagnostic Booking Communications than the number of Diagnostic Booking Communications stated in the Hosted Service description and where such occurs then Customer will pay the Additional Diagnostic Booking Communications charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 10,000 Diagnostic Booking Communications ("**Diagnostic Booking Communication Voucher**") at any time, at the Diagnostic Booking Communication Voucher price stated in the Overuse Charges paragraph below.
 - An "**Imaging Test**" refers to a patient undertaking an imaging process within the Customer's environment and will be counted by the number of unique imaging test identifications uploaded to the Diagnostic Booking database. The number of Imaging Tests stated in the Hosted Service description is the amount of individual Imaging Tests that may be processed by Customer in this Hosted Service which is included in the Charges. Customer may process more Imaging Tests than the number of

Imaging Tests stated in the Hosted Service description and where such occurs then Customer must pay the Additional Imaging Tests charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 10,000 Imaging Tests ("**Imaging Tests Voucher**") at any time, at the Imaging Tests Voucher price stated in the Overuse Charges paragraph below.

- The Hosted Service is only for Customer's internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.
- If the Liberty On-Premise Adapter ("**Liberty OPA**") is supplied as part of this Hosted Service Netcall provides certain software components to Customer as part of Liberty OPA on an on-premise basis and such software will be (a) deemed part of the Hosted Service, (b) used only in conjunction with this Hosted Service, and (c) subject to the terms of this Agreement.
- Each Diagnostic Booking Communication Voucher and/or Imaging Tests Voucher must be used by termination or expiry date of the initial term of this Hosted Service, otherwise unused Diagnostic Booking Communication Vouchers and/or Imaging Tests Vouchers will be lost and no refund will be provided.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.

- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- The service level does not apply to the Liberty OPA software (where supplied).
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.
 - **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's

acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.

- **Scheduled Hours** means 24 hours a day, every day.
- **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
- **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.	
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall’s express contractual obligations.	
Nature and purposes of the Processing:	Customer to inform Netcall.	
Type of Personal Data:	Customer to inform Netcall.	
Categories of Data Subject:	Customer to inform Netcall.	
• Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.		
Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
CrowdStrike, Inc	Cyber security services.	UK and/or European Union

4 Overuse Charges:

Description	Price	Invoiced
Additional Diagnostic Booking Communications	£XXX (+VAT) per Diagnostic Booking Communication	Monthly in arrears
Additional Imaging Tests	£XXX (+VAT) per Imaging Test	Monthly in arrears
Diagnostic Booking Communication Voucher (10,000 Diagnostic Booking Communications)	£XXX (+VAT)	On Purchase
Imaging Tests Voucher (10,000 Imaging Tests)	£XXX (+VAT)	On Purchase

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the charges for the unit/voucher prices stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month's 12 months' rate for the retail prices index plus 2%.

Liberty Converse CX Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:

- **“Bursting Agent”** means additional agents that Customer may permit to use the Hosted Service on a temporary basis.
- **“Text-to-Speech Characters”** means the individual characters translated from the text that is processed through this Hosted Service which provides a spoken version of the text.
- **“Liberty AI Unit”** means the base unit of data (which may represent words, characters, or phrases) that the underlying system reduces a processing request down to. The number of Liberty AI Units utilised each time will vary depending on various factors relating to the request and the particular AI feature being used.
- **“Voice Connection Minutes”** means the total aggregate number of inbound and outbound call minutes used within this Hosted Service.
- **“Digital Message”** means a message that is either (a) sent by this Hosted Service; or (b) received by this Hosted Service. A Digital Message includes messages through any of the following channels (via a live or virtual agent): SMS (BT Smart Messaging, Gov. Notify, Twilio); Facebook, Instagram; WhatsApp; email (an email received by this Hosted Service uses 1 Digital Message; a reply from a live or virtual agent (including auto-acknowledgments) uses 1 Digital Message;

and emails sent by this Hosted Service to multiple recipients counts as 1 Digital Message per email recipient); Tasks (interactions generated by any external system); API Step messages (e.g. each API step uses 1 Digital Message for every API call); App Step messages (e.g. each App Step uses 1 Digital Message per every App page displayed); and any other channels which this Hosted Service is able to send and receive messages from.

- The Hosted Service is only for Customer’s internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.
- Customer accepts that from time to time Netcall may add new features/capabilities to this Hosted Service which may incur additional usage against the licensed allowances herein.
- All of Customer’s monthly usage allowances are provided on a “use or lose” basis which resets on the first calendar day of each calendar month. Any unused portion of any allowance will not be carried forward to a subsequent month nor shall any unused portion be subject to any refund of charges.
- In the event that Customer wishes to increase its monthly usage allowance then Customer has the following options:
 - a) Purchase additional recurring usage allowances which will be applied from the date of purchase until the expiry of the initial term of this Hosted Service. Pricing for such additional usage allowances will be quoted on purchase and subject to a separate agreement; or
 - b) Purchase additional one-off amounts of usage allowances (**“Overuse Vouchers”**) to offset any overuse. The relevant Overuse Voucher price will be quoted on purchase and subject to a separate agreement.

If Customer exceeds any of the usage allowances as stated in the Hosted Service description and Customer has not purchased additional usage allowances pursuant to a) or b) above then Netcall may charge Customer for such excess usage at the applicable unit prices stated in the Overuse Charges paragraph below.
- Netcall reserves the right to charge for excessive usage over the S3 storage limit as set out in the Hosted Service description at the Additional put/get data requests price specified in the Overuse Charges paragraph below.
- A Bursting Agent will be incurred and charged for (as set out in the Overuse Charges paragraph below) when an agent logs into a group at any point for any time in a month. Customer’s use of Bursting Agents must not exceed 50% of the number of Concurrent Agents licensed for more than four months in a 12 month period.
- Given the nature of Artificial Intelligence (**“AI”**) and Machine Learning (**“ML”**) systems Customer specifically acknowledges and accepts that the AI/ML based components of the Hosted Service will not always be accurate or error free and that Customer must itself implement proper measures to evaluate and verify the appropriateness and accuracy of the output of those components in order to prevent errors or other undesirable outcomes in its operations as a result.
- The maximum size for documents and collections in relation to Liberty AI is 250MB, with a limit of 3MB per individual document.

- Workforce Management allows Customer to use a data output for integration into third party workforce management systems. Netcall does not guarantee compatibility with third party workforce management providers.
- The maximum size of inbound or outbound emails (including attachments) is 40MB per email. The email storage allowance per agent is 1GB.
- SMS messages sent by this Hosted Service must not constitute more than 25% of the Digital Messages monthly total.
- The Hosted Service includes the capability to utilise certain other social media services, messaging and/or community services used by Customer (e.g. Facebook Messenger and Instagram) (“**Social Media Services**”) provided by certain third parties (e.g. Facebook and Instagram) (“**Social Media Providers**”). Customer agrees to the following in respect of its use of the Hosted Service in conjunction with the Social Media Services:
 - Customer has read and accepted and will continue to be in compliance with its obligations under the Social Media Providers’ applicable terms of use, policies and/or procedures (including where such terms of use, policies and/or procedures are amended or updated by the Social Media Providers from time to time) (“**Third Party Terms**”).
 - Customer acknowledges that any or all of the Social Media Providers may limit, suspend, or terminate use of and/or access to any or all Social Media Services at any time and without any prior notice and accordingly Netcall will not be liable to Customer in the event of such occurring.
 - Netcall may be required by the Social Media Providers to terminate Customer’s access to Social Media Services via the Hosted Service at any time and without any prior notice and accordingly Netcall will not be liable to Customer in the event of such occurring.
- Customer hereby grants to Netcall and will ensure that Customer has all rights, permissions, consents and/or authority to permit Netcall to lawfully Process any data (including any Personal Data) via the Social Media Services in order to provide the Hosted Service.
- Customer acknowledges that certain Social Media Providers do not permit the use of certain types of data in relation to the Social Media Services (e.g. health, financial, payment card).
- If Customer breaches any Third Party Terms then Customer acknowledges and agrees that Netcall is entitled to limit, suspend, or terminate use of and/or access to any or all Social Media Services at any time and without any prior notice and accordingly Netcall will not be liable to Customer in the event of such occurring. In such event Netcall will continue to provide the remainder of the Hosted Service and at the then prevailing charges.
- Customer acknowledges and agrees that Netcall is not responsible for the provision of the Social Media Services and Netcall provides no commitment to Customer in relation to the continued availability, functionality and/or operation of the Social Media Services.
- Customer acknowledges that the Social Media Providers may subsequently introduce and/or increase charges in relation to the provision of the Social Media Services (“**Social Media Charges**”). In the event that Social Media Charges are levied on Netcall by any Social Media Provider in respect of the provision of the Hosted Service Customer acknowledges and agrees that the charges herein will be amended reasonably so as to compensate Netcall for such Social Media Charges.
- The maximum call duration for any individual calls made using this Hosted Service is 3 hours.
- Any outage affecting the Hosted Service (including but not limited to loss of power or loss of broadband connection) may adversely affect the ability of the Hosted Service to make calls to the emergency services. Customer must maintain accurate and up to date information on the location of all of its users in the Hosted Service and any failure to do so may adversely affect the emergency services’ ability to identify the caller’s location and/or telephone number. The Hosted Service will only present the location of the Customer’s premises as is submitted by Customer to the Hosted Service. Customer must ensure that all of its users of the Hosted Service have alternative means of calling the emergency services. The Hosted Service does not support calls to emergency services if the call is made from outside of the U.K.
- Number porting into and out of the Hosted Service requires Netcall’s prior written consent and will be subject to additional charges which will be quoted on purchase and subject to separate agreement.
- Customer must not use any Netcall-issued phone numbers to make outbound calls outside of this Hosted Service without Netcall’s prior written consent.
- Customer will provide such assistance to Netcall as Netcall requires to (i) keep the information it holds for Customer up to date, and (ii) respond to any requests for information from Netcall’s sub-contractors used in the provision of the Hosted Service.
- Customer is responsible for any third-party carrier costs and/or underlying provider costs imposed on Netcall pursuant to any regulatory requirements relating to Netcall’s provision of the Hosted Service to Customer.
- Where Customer uses a telephone presentation number (“**PN**”) in the Hosted Service that has not been assigned by Netcall, Customer confirms that:

- it is legally permitted to use such telephone number on the Hosted Service, either because that telephone number is allocated to Customer and Customer does not require the permission of anyone else in order to use it, or (where the telephone number is not allocated to Customer) Customer has obtained consent from the allocated owner for its use as Customer's PN in the Hosted Service and this consent has not been withdrawn;
 - the telephone number is not currently being used, or implemented, on any other third-party provider platform;
 - Customer will remain liable and indemnify Netcall for any direct or indirect damages, including third party claims, that Netcall may be subject to as a result of Customer's non-compliance with this paragraph;
 - it agrees and acknowledges that Netcall has the right to immediately suspend or terminate the Hosted Service if Netcall has reasonable grounds to believe that Customer is in breach of this paragraph.
- If Customer is assigned a telephone number by Netcall for use in the Hosted Service, Netcall reserves the right to reclaim that number if such is used inappropriately.
 - Telephone numbers assigned by Netcall for use as part of the Hosted Service that are and have remained unused by Customer may be reclaimed by Netcall on 4 days' notice.
 - Netcall may block or otherwise restrict termination of calls to all termination calling destinations without prior notice to Customer in accordance with applicable laws. Netcall does not guarantee call completion and any failure to complete calls will not constitute a breach of the Agreement by Netcall.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.
- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.
 - **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.
 - **Scheduled Hours** means 24 hours a day, every day.
 - **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
 - **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's Processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.
Categories of Data Subject:	Customer to inform Netcall.

- Netcall's current list of sub-processors that may process Personal Data as part of the Hosted Service is available at <https://www.netcall.com/subprocessors/>.

4 Overuse Charges:

Description	Price	Invoiced
Additional S3 data storage unit price (per 1GB) per month or part thereof.	£XXX (+VAT) per 1GB	Monthly in arrears
Additional Liberty SIP Channel outbound minutes unit price for calls originating in the UK to UK landline and/or UK mobile numbers located in the UK (per minute) (subject to reasonable increase where underlying supply costs vary from time to time)	£XXX (+VAT) per minute	Monthly in arrears
Additional Voice Connection Minutes unit price (per minute)	£XXX (+VAT) per minute	Monthly in arrears
Additional Digital Messages unit price (per Digital Message)	£XXX (+VAT) per Digital Message	Monthly in arrears
Additional Voice Transcription minutes unit price (per minute)	£XXX (+VAT) per minute	Monthly in arrears
Additional Video Assist minutes unit price (per minute)	£XXX (+VAT) per minute	Monthly in arrears
Additional Liberty AI Units unit price (per Liberty AI Unit)	£XXX (+VAT) per Liberty AI Unit	Monthly in arrears
Additional Text-to-Speech Characters unit price (per Text-to-Speech Character)	£XXX (+VAT) per Text-to-Speech Character	Monthly in arrears
Additional Speech Recognition minutes unit price (per minute)	£XXX (+VAT) per minute	Monthly in arrears
Additional put/get data requests.	£XXX (+VAT) per 1 million put/get data requests	On purchase
Bursting Agents	£XXX per Bursting Agent per month	Monthly in arrears

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the charges for the unit/voucher/bundle prices stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month's 12 months' rate for the retail prices index plus 2%.

Liberty Create Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:
 - A **Case** is a record entry in the case object in this Hosted Service through the life of a case regardless of outcome.
- If the annual number of newly created Cases specified in the Hosted Service description is not reached, then any unused Cases will not be carried over to any subsequent year nor shall any unused Cases be subject to any refund of charges. If the annual number of newly created Cases specified in the Hosted Service description is exceeded then Netcall will charge Customer for such excess Cases at the Additional Cases unit price specified in the Overuse Charges paragraph below. Customer may also purchase additional blocks of Cases (each block to be known as a “**Case Top Up Voucher**”) at the Case Top Up Voucher price specified in the Overuse Charges paragraph below. The Cases purchased in a Case Top Up Voucher will first be applied to any prior excess Case usage and then will be applied to any future excess Case usage. Each Case Top Up Voucher will expire at the end of the Agreement and unused Cases therein will be lost and no refund will be provided. Once Case Top Up Voucher(s) have been exhausted then whenever the annual number of Cases specified in the Hosted Service description is subsequently exceeded, Netcall will charge Customer for such excess Cases at the Additional Cases unit price. Any unused portion of Case Top Up Vouchers shall not be subject to any refund of charges.
- There is no limit to the number of users of the Hosted Service.
- The Hosted Service is only for Customer’s internal use.
- Customer is responsible for taking appropriate security measures itself and accordingly will implement its own applications and security policies in line with good industry practice.
- If the Liberty On-Premise Adapter (“**Liberty OPA**”) is supplied as part of this Hosted Service Netcall provides certain software components to Customer as part of Liberty OPA on an on-premise basis and such software will be (a) deemed part of the Hosted Service, (b) used only in conjunction with the Hosted Service, and (c) subject to the terms of the Agreement.
- Subject to this Agreement Customer is able to develop and deploy an unlimited number of applications on this Hosted Service for itself and Customer acknowledges that it may do so without Netcall having any or any detailed knowledge of the application and/or the data that any such application utilises.
- Netcall reserves the right to charge for excessive usage over the S3 storage limit as set out in the Hosted Service description at the Additional Put/Get Data requests price specified in the Overuse Charges paragraph below.
- SMS: Customer may use the Hosted Service to send the number of SMS messages as set in the Hosted Service description for SMS messages originating in the UK to UK landline and/or UK mobile numbers located in the UK (“**SMS Bundle**”). Customer must use the SMS within the SMS Bundle within 6 months of the date of execution of this Agreement by both parties. Unused SMS within an SMS Bundle will not be refunded. If Customer sends more SMS than that contained within the SMS Bundle as set out in the Hosted Service description then Customer shall pay for each additional SMS at the Additional SMS unit price specified in the Overuse Charges paragraph below. Where Customer sends SMS to non UK based numbers or to UK based numbers located outside of the UK (which incur additional costs above standard UK SMS charges) then Customer will pay for each such SMS at such international SMS rates to be notified by Netcall at the relevant time depending on the location to which those SMS were sent. Usage also applies to any SMS used as part of any security feature such as 2-factor authentication. Each SMS may be limited in the number of characters depending on the nature and coding (7-bit or Unicode) of the SMS itself and this may lead to multiple SMS being sent for a single message.
- Netcall may invoice Customer for any use by Customer in excess of the usage limits specified in the Hosted Service description based on a pro rata basis or other reasonable basis with reference to this Agreement.
- “**Liberty AI Unit**” means the base unit of data (which may represent words, characters, or phrases) that the underlying system reduces a processing request down to. The number of Liberty AI Units utilised each time will vary depending on various factors relating to the request and the particular AI feature being used.
- Given the nature of Artificial Intelligence (“**AI**”) and Machine Learning (“**ML**”) systems Customer specifically acknowledges and accepts that the AI/ML based components of the Hosted Service will not always be accurate or error free and that Customer must itself implement proper measures to evaluate and verify the appropriateness and accuracy of the output of those components in order to prevent errors or other undesirable outcomes in its operations as a result.
- The Liberty AI Unit monthly usage allowance is provided on a “use or lose” basis which resets on the first calendar day of each calendar month. Any unused portion of such allowance will not be carried forward to a subsequent month nor shall any unused portion be subject to any refund of charges.

- In the event that Customer wishes to increase its Liberty AI Unit monthly usage allowance then Customer has the following options:

- a) Customer may purchase an additional 250,000 Liberty AI Units per month ("Additional Monthly Liberty AI Units") prior to exceeding the monthly usage allowance as stated in the Hosted Service description which will be applied from the date of purchase for a minimum period of 12 months. Netcall will charge Customer for such Additional Monthly Liberty AI Units at the price specified in the Overuse Charges paragraph below; or
- b) Customer may purchase additional blocks of Liberty AI Units (each block to be known as a "Liberty AI Units Voucher") at the Liberty AI Units Voucher price specified in the Overuse Charges paragraph below. The Liberty AI Units purchased in a Liberty AI Units Voucher will first be applied to any prior excess Liberty AI Units usage and then will be applied to any future excess Liberty AI Units usage. Each Liberty AI Units Voucher will expire at the end of the Agreement and unused Liberty AI Units therein will be lost and no refund will be provided.

If Customer exceeds the monthly Liberty AI Units as stated in the Hosted Service description and Customer has not purchased additional Liberty AI Units pursuant to a) or b) above then Netcall may charge Customer for such excess usage at the Additional Liberty AI Units price stated in the Overuse Charges paragraph below.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.
- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- The service level does not apply to the Liberty OPA software (where supplied).
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.

- **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.
- **Scheduled Hours** means 24 hours a day, every day.
- **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
- **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's Processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.
Categories of Data Subject:	Customer to inform Netcall.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Crowdstrike, Inc	Cyber security services.	UK and/or European Union
Sinch UK Limited	SMS services.	UK and/or Ireland and Sweden.
Bandwidth Inc / Voxbone S.A	SMS services.	Global

4 Overuse Charges:

Description	Price	Invoiced
Case Top Up Voucher (10,000 Cases)	£XXX (+VAT)	On purchase
Additional Cases unit price (per Case)	£XXX (+VAT)	Annually in arrears
Additional Monthly Liberty AI Units (250,000 Liberty AI Units per month for a minimum of 12 months)	£XXX (+VAT) per annum	On purchase then annually in advance thereafter (if applicable)
Liberty AI Units Voucher (250,000 Liberty AI Units)	£XXX (+VAT)	On purchase
Additional Liberty AI Units price (per Liberty AI Unit)	£XXX (+VAT)	Monthly in arrears
Additional SMS unit price for SMS messages originating in the UK to UK landline and/or UK mobile numbers located in the UK (per SMS) (subject to reasonable increase where underlying supply costs vary from time to time)	£XXX (+VAT) per SMS	Monthly in arrears
Additional Put/Get Data Requests.	£XXX (+VAT) per 1 million put/get data requests	On purchase

- All prices exclude VAT which is additionally payable by Customer.

- Netcall reserves the right to increase the charges for the unit/voucher/bundle prices stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month's 12 months' rate for the retail prices index plus 2%.

Liberty IDP Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:

- **“File”** means any file, data set, or digital record (in any format) that is uploaded to or otherwise made available to the Hosted Service by or on behalf of Customer, including any text, image, audio, video, archive, email message, message thread export, database export, or other content container and any embedded content contained therein. A File can contain one or more Documents.
- **“Document”** means any logical component of a File processed in this Hosted Service, for example attachments, embedded files, images, tables, emails, items within an archive (e.g., a file within a .zip), or other segments that the Hosted Service processes as a separate unit where Document Classification is enabled. If Document Classification is not enabled, the Hosted Service will view each File as a single Document. If a spreadsheet Document has more than 250 cells, Customer will be charged for a second Document as of cell 251 and for a third as of cell 501, and so on. For all other Documents, if a Document has more than 5 pages, Customer will be charged for a second Document as of page 6 and for a third Document as of page 11, and so on.
- **“Credits”** are the standard way to measure billing and resource usage across this Hosted Service. Customer is charged 10 Credits for every Document which is Understood by the Hosted Service and 1 Credit for every Document which is Generated by the Hosted Service.

- **“Document Classification”** is the auto-detection of the Documents within a File by the Hosted Service and which can be enabled or disabled by the Customer in the Hosted Service.
 - **“Understood”** means automation of data extraction, classification and interpretation from a variety of Document formats using artificial intelligence.
 - **“Generated”** means the creation of Documents by the Hosted Service.
 - **“Predictions”** means the system generated output produced by the Hosted Service after analysing Files and Documents. The number of Predictions per Document is limited to 250. If the number of Predictions exceeds 250, an additional Document is incurred per multiple of 250 Predictions.
 - **“Asynchronous Parallel Requests”** when an Asynchronous Parallel Request is made, the requesting party is informed at a later point in time that the response is ready, often described as non-real time.
 - **“Synchronous Parallel Requests”** when a Synchronous Parallel Request is made, the requesting party will await the response, often described as real time.
- The Hosted Service is only for Customer’s internal use.
 - The Hosted Service may not be operated by any form of computerised or robotic means.
 - Customer’s monthly usage allowance for this Hosted Service as set out in the Hosted Service description is provided on a “use or lose” basis which resets on the first calendar day of each calendar month. Any unused portion of any allowance will not be carried forward to a

subsequent month nor shall any unused portion be subject to any refund of charges.

- In the event that Customer wishes to increase its monthly usage allowance for this Hosted Service then Customer has the following options:
 - a) Purchase additional recurring usage allowances which will be applied from the date of purchase until the expiry of the initial term of this Hosted Service. Pricing for such additional usage allowances will be quoted on purchase and subject to a separate agreement; or
 - b) Purchase additional one-off amounts of usage allowances (**“Liberty IDP Overuse Vouchers”**) to offset any overuse. The relevant Liberty IDP Overuse Voucher price will be quoted on purchase and subject to a separate agreement.

If Customer exceeds the usage allowance as stated in the Hosted Service description and Customer has not purchased additional usage allowance pursuant to a) or b) above then Netcall may charge Customer for such excess usage at the Additional Credits unit price stated in the Overuse Charges paragraph below.

2 Service Level:

- Netcall will use its reasonable endeavours to ensure that this Hosted Service meets or exceeds the following service levels:
 - 50th Percentile Synchronous Response Time: XXX
 - 90th Percentile Synchronous Response Time: XXX
 - 100th Percentile Synchronous Response Time: XXX
 - 50th Percentile Asynchronous Response Time: XXX

- 90th Percentile Asynchronous Response Time: XXX
- 100th Percentile Asynchronous Response Time: XXX
- Any failure by Netcall to provide this Hosted Service in accordance with the Service Level which is caused by or results from any Excusable Downtime will not constitute a failure by Netcall to meet the Service Level.
- Definitions:
 - **“Emergency Situation”** is an instance when Customer is experiencing severe, adverse operational impact related to this Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.
 - **“Exceptions”** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by the Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of the Netcall’s acceptable use policy; (6) the negligence or wilful misconduct of the Customer or others authorised by Customer to use this Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or web site content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) this Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under the Agreement.
 - **“Excusable Downtime”** is where this Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall’s failure to exercise due care in performing its responsibilities.

- **“Percentile Asynchronous Processing Time”**: the response time that 50%, 90% or 100% of Asynchronous Parallel Requests will be processed (and a response sent back).
- **“Percentile Synchronous Processing Time”**: the response time for 50%, 90% or 100% of Synchronous Parallel Requests based on a single-page file only (Customer agrees and acknowledges that an additional 2 seconds will be added to the applicable Percentile Synchronous Response Time for each additional page that is Understood by the Hosted Service).
- **“Scheduled Outage”** is the aggregate number of hours in any calendar month during which this Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days’ notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with this Hosted Service.

3 Data Protection:

- The following will apply to Netcall’s processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall’s express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.

Categories of Data Subject:

Customer to inform Netcall.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Microsoft Ireland Operations Limited	Cloud computing services.	UK and/or European Union
Google Ireland Limited	Cloud computing services.	UK and/or European Union
MongoDB Limited	Cloud computing services.	UK and/or European Union
CrowdStrike, Inc	Cyber security services.	UK and/or European Union

4 Overuse Charges:

Description	Price	Invoiced
Additional Credits unit price (per Credit)	£XXX (+VAT) per Credit	Monthly in arrears

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the charges for the unit price stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month’s 12 months’ rate for the retail prices index plus 2%.

Liberty RPA Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:
 - A **'BOT'** is defined as any single instance of a computer process of Netcall's BOT engine software running one flow of automated tasks in a sequential manner, being the manner in which, at most, one task is performed at any point in time.
 - A **"Dev BOT"** is defined as any single instance of a computer process of Netcall's BOT engine software which is specifically designed to develop flows, executing an individual iteration of the flow manually via the RPA Studio interface. A Dev BOT can only be used for test purposes and cannot be scheduled to automatically process jobs via the Liberty Controller.
 - **"Unattended"** usage is where a BOT/Dev BOT is operating entirely on its own and automates an on-screen process from beginning to end.
- As part of this Hosted Service Netcall provides certain software components to Customer on an on-premise basis and such software will be (a) deemed part of the Hosted Service, (b) used only in conjunction with the Hosted Service, and (c) subject to the terms of the Agreement.
- The Hosted Service is only for Customer's internal use.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges

that during a Scheduled Outage the Hosted Service may not be available fully or at all.

- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- The service level does not apply to the on-premise Liberty RPA software components.
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.
 - **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances

that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.

- **Scheduled Hours** means 24 hours a day, every day.
- **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
- **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's Processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Customer to inform Netcall.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.
Categories of Data Subject:	Customer to inform Netcall.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Crowdstrike, Inc	Cyber security services.	UK and/or European Union

Liberty Spark Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- This Hosted Service is limited to the number of Viewer Users and/or Editor Users (as applicable) as set out in the Hosted Service description. Each Viewer User and/or Editor User subscription to this Hosted Service may only be used by one individual person unless it has been transferred in its entirety to another individual, in which case the prior individual will no longer be considered as a Viewer User and/or Editor User (as applicable). Customer is responsible for allocating Viewer User and/or Editor User licences to individuals. Individuals to whom Viewer User and/or Editor User licences are allocated must be and remain to be employees of Customer for the duration of their use of this Hosted Service.
- The Hosted Service is only for Customer's internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.
- Customer must ensure that all Viewer Users and Editor Users keep a secure password for their use of the Hosted Service and keep their password confidential.
- Netcall reserves the right to charge for excessive usage over the S3 storage limit as set out in the Hosted Service description at the Additional put/get data requests price specified in the Overuse Charges paragraph below.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.
- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.
- **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.
- **Scheduled Hours** means 24 hours a day, every day.
- **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
- **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that



Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall’s processing of the Personal Data as part of the Hosted Service:

Subject matter of the processing:	Provision of a business processing improvement solution.
Duration of the processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall’s express contractual obligations.
Nature and purposes of the Processing:	Customer to inform Netcall.
Type of Personal Data:	Customer to inform Netcall.
Categories of Data Subject:	Customer to inform Netcall.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Crowdstrike, Inc	Cyber security services.	UK and/or European Union

4 Overuse Charges:

Description	Price	Invoiced
Additional put/get data requests.	£XXX (+VAT) per 1 million put/get data requests	On purchase

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the Overuse Charges stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month’s 12 months’ rate for the retail prices index plus 2%.



Managed Service Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Delivery of the Managed Service is subject to an IPsec VPN (a strongly secure and persistent remote connection) between Netcall and Customer.
- The Managed Service applies only to Netcall's standard software and does not cover any other software e.g. customisations, modifications.
- The Managed Service is only for Customer's internal use.

Patient Hub Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

• Definitions:

- An **Appointment** is an arrangement for a patient to be seen by, or be in contact with, one or more of Customer's clinicians and will be counted by the number of unique appointment identifications uploaded onto this Hosted Service. The number of Appointments stated in the Hosted Service description is the amount of individual Appointments that may be processed by Customer in this Hosted Service which is included in the charges. Customer may process more Appointments than the number of Appointments stated in the Hosted Service description and where such occurs then Customer will pay the Additional Appointments charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 5,000 Appointments ("**Patient Appointment Voucher**") at any time, at the Patient Appointment Voucher price stated in the Overuse Charges paragraph below.
- A **Patient Communication** is a communication generated by this Hosted Service for delivery via NHS App notification, Customer's email server, SMS gateway, applicable call back application and/or any other form of patient communication. The number of Patient Communications stated in the Hosted Service description is the amount of individual Patient Communications that may be processed by Customer in this Hosted Service which is included in the charges. Customer may process more Patient Communications than the number of Patient Communications stated in the Hosted Service description and where such occurs then Customer

will pay the Additional Patient Communications charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 5,000 Patient Communications ("**Patient Communication Voucher**") at any time, at the Patient Communication Voucher price stated in the Overuse Charges paragraph below.

- A **Result** refers to a patient test result and will be counted by the number of unique results identifications uploaded onto this Hosted Service by the Patient Hub Result module. The number of Results stated in the Hosted Service description is the amount of individual Results that may be processed by Customer in this Hosted Service which is included in the charges. Customer may process more Results than the number of Results stated in the Hosted Service description and where such occurs then Customer will pay the Additional Results charge as set out in the Overuse Charges paragraph below. Customer may also purchase vouchers of 5,000 Results ("**Results Voucher**") at any time, at the Results Voucher price stated in the Overuse Charges paragraph below.

- The Hosted Service is only for Customer's internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.
- This Hosted Service includes the Netcall On-Premise Adapter ("**Liberty OPA**"). As part of this Hosted Service Netcall provides certain software components to Customer as part of Liberty OPA on an on-premise basis and such software will be (a) deemed part of this Hosted Service, (b) used only in conjunction with the Hosted Service, and (c) subject to the terms of this Agreement.
- This Hosted Service includes the NHS Login Integration module ("**NLI Module**") (where the **NLI Module** is defined as the additional functionality enabling support for

single sign on from NHS England's NHS App ("**NHS App**") to this Hosted Service in relation only to NHS England Trusts). The NLI Module will be enabled by Netcall as part of the Professional Services described herein Upon the commencement of that project and for the duration of Customer's utilisation of the NLI Module Customer agrees to the terms of Appendix 1 (including Annex 1 thereto).

- Each Patient Appointment Voucher, Patient Communication Voucher and/or Results Voucher must be used by termination or expiry date of the initial term of this Hosted Service, otherwise unused Patient Appointment Vouchers, Patient Communication Vouchers and/or Results Vouchers will be lost and no refund will be provided.

• Patient Hub Letter Template module restrictions:

- A "**Letter**" is a pdf document that constitutes no more than 3 pages.
- Letter generation rate is limited to 600 Letters per hour.
- The maximum amount of Letters that can be generated is 3.5 million Letters per annum.
- Letter templates are based on single Liberty OPA specifications i.e. 4 cores and 8GB of RAM.

Beyond these restrictions, further Letter generation can be considered and will be priced upon request.

- Patient Hub Waiting Well can only be used for a patient who has had their referral booked.
- Netcall reserves the right to charge for excessive usage over the Data Storage Limit specified in the Hosted Service description.

2 Service Level:

- Netcall endeavours to make the Hosted Service under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Hosted Service may not be available fully or at all.
- Netcall will use its reasonable endeavours to ensure that the Hosted Service meets or exceeds the following service level: Availability of 99.9%.
- The service level does not apply to the Liberty OPA software.
- Any failure by Netcall to provide the Hosted Service in accordance with the Service Level which is caused by or results from a user logging in to the Hosted Service using their Netcall "Community" account will not constitute a failure by Netcall to meet such Service Level.
- Definitions:
 - Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Netcall based on Netcall internal records.
 - Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall's failure to exercise due care in performing its responsibilities.

- Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of Netcall's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Hosted Service; (7) any failure of any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under this Agreement.
- Scheduled Hours** means 24 hours a day, every day.
- Scheduled Outage** is the aggregate number of hours in any calendar month during which the Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Hosted Service.
- Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.

3 Data Protection:

- The following will apply to Netcall's processing of the Personal Data as part of the Hosted Service:

Subject matter of the processing:	Provision of a digital appointment and reminder solution.
Duration of the processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations. Data retention periods are defined by Customer.
Nature and purposes of the Processing:	Processing patient appointment data for the purpose of providing patients with digital appointment and reminders.
Type of Personal Data:	Name, Address, Telephone number, email address, Date of Birth, NHS Number, Appointment details.
Categories of Data Subject:	Patients.

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Amazon Web Services EMEA SARL	Cloud computing services.	UK and/or European Union
Crowdstrike, Inc	Cyber security services.	UK and/or European Union



4 Overuse Charges:

Description	Price	Invoiced
Additional Appointments	£XXX (+VAT) per Appointment	Monthly in arrears
Additional Patient Communications	£XXX (+VAT) per Patient Communication	Monthly in arrears
Additional Results	£XXX (+VAT) per Result	Monthly in arrears
Patient Appointment Voucher (5,000 Appointments)	£XXX (+VAT)	On purchase
Patient Communication Voucher (5,000 Patient Communications)	£XXX (+VAT)	On Purchase
Results Voucher (5,000 Results)	£XXX (+VAT)	On Purchase

- All prices exclude VAT which is additionally payable by Customer.
- Netcall reserves the right to increase the charges for the unit/voucher prices stated above with effect from the end of the initial term of this Hosted Service and thereafter prior to any annual anniversary thereof by an amount equal to the previous month's 12 months' rate for the retail prices index plus 2%.

Appendix 1

1. Customer acknowledges and agrees that Netcall provides the NLI Module using services provided by NHS England.
2. Customer acknowledges and agrees that when using the NLI Module, this Hosted Service will be connecting to and exchanging data with NHS England.
3. Customer will use the NLI Module for the Purpose only.
4. Customer will not cause Netcall and/or NHS England to be in breach of the Health and Social Care Act 2012, NHS Code, DHSC guidance, or other statutory duties governing how Netcall and/or NHS England may disseminate information.
5. Customer will comply at its own cost with the Requirements, Conformance Documentation and any related requirements of this Appendix 1.
6. Customer will, at its own cost, provide such cooperation and information as Netcall requires in developing and maintaining a Connection Method in accordance with the Requirements relevant to the NLI Module.
7. Customer will, at its own cost, provide such cooperation and information as Netcall may require in complying with the NHS England service manual (available at <https://service-manual.nhs.uk/> as may be amended or replaced from time to time) and not do anything (whether by action or inaction) which would cause Netcall to be in breach of the NHS England service manual.
8. Customer will, at its own cost, provide such cooperation and information as Netcall requires in informing NHS England of any changes required to the Conformance Documentation as soon as either Netcall or Customer becomes aware of the need to do so.
9. Customer will, at its own cost, provide such cooperation and information as Netcall requires in providing evidence to NHS England in order to demonstrate Netcall's continuing compliance with the NHS England Agreement. Netcall may request copies of documentation, design and relevant external certifications, and Customer will co-operate, provide all relevant assistance and fulfil such requests within the timescales requested provided the requests and timescales are reasonable.
10. Customer will perform its obligations in relation to this Appendix 1 in accordance with all applicable laws, regulations and official government guidance as may be published from time to time.
11. To protect the availability of NHS England's services as a shared resource for the delivery of health and social care services in England, where NHS England informs Netcall that it has concerns in respect of the clinical risk, security, information assurance or information governance arrangements of Customer applying for access or a connection to the NLI Module, or NHS England's vires, Netcall reserves the right to:
 - a. modify the NLI Module;
 - b. refuse Customer access to the NLI Module;
 - c. restrict or modify Customer's access to the NLI Module; and/or
 - d. suspend Customer's access to the NLI Module, and where reasonably possible in the circumstances, Netcall will endeavour to give prior notice to Customer of such action.
12. Notwithstanding any provision of the Agreement to the contrary, Customer agrees and acknowledges that:
 - a. Netcall does not provide any form of commitment relating to service availability of the NLI Module and/or any elements of this Hosted Service that utilises the NLI Module and that no service levels and/or service credits will apply in relation to the same;
 - b. Netcall is not responsible for the type, accuracy and/or completeness of any data provided to it by NHS England in its provision of the NLI Module;
 - c. Netcall is not responsible for verifying and/or ensuring that any data provided to it by NHS England has been provided in accordance with all applicable laws;
 - d. it must when utilising the NLI Module, exercise reasonable skill and care (including the adoption and maintenance of reasonable security measures); and
 - e. Netcall will not be liable for any breach that is caused and/or contributed to by NHS England.
13. Customer will not (and will ensure that any third parties acting on Customer's behalf will not) use the NLI Module in a manner that (in either Netcall's or NHS England's reasonable opinion) constitutes:
 - a. excessive use beyond fair usage volumes and/or a breach of usage policies published by NHS England from time to time; and/or
 - b. a failure to comply or is inconsistent with any reasonable instructions provided by Netcall (whether on behalf of itself or NHS England) from time to time.
14. Any person who makes use of the NLI Module does so entirely at their own risk and Netcall assumes no duty of care or other legal liability or responsibility to any person who makes use of the NLI Module for any loss or damage suffered by them as a result of such use, nor will Netcall be liable to contribute to or otherwise share in any liability to compensate any third party harmed as a result of the usage of the NLI Module.
15. The NLI Module is provided on an "as is" and "as available" basis and except as expressly set forth in this

Appendix 1, any warranty, condition or representation of any kind either express or implied (including the implied warranties of merchantability and fitness for a particular purpose) are, to the fullest extent permitted by law, excluded.

16. To the extent permissible by law, Netcall will not be liable for any direct, special, indirect or consequential losses and/or damages nor for any loss (whether direct or indirect) of use, data, business or profits arising out of or in connection with the NLI Module, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not Netcall has been advised of the possibility of such loss or damage.
17. Customer will, at its own cost, provide such cooperation and information as Netcall requires in providing to NHS England Customer's identity and details within such reasonable timescales as Netcall may request.
18. When using the NLI Module Customer (and Customer shall procure that all Individual End Users) will at all times comply with the End User Organisation AUP.
19. Customer warrants and represents that:
 - a. prior to using the NLI Module, it is registered for the Data Security Protection Toolkit and has a current latest rating of at least 'standards met' or of 'approaching standards'; and
 - b. any action plan agreed in order to achieve 'approaching standards' is being followed and risks of not having the 'standards met' status are documented, and will, on request provide evidence of this (including written confirmation from the Senior Information Risk Owner (SIRO) of Customer where specifically requested) to Netcall and/or NHS England.
20. Where Individual End Users access Netcall's products and services directly, Customer is fully accountable and responsible for delivery of its services to any such Individual End Users.
21. Customer will not Process or otherwise transfer or permit the transfer of any Personal Data in or to any Restricted Country unless Customer has obtained Netcall's prior written consent and complied with any conditions stipulated by Netcall as part of any such written consent.
22. Regardless of Customer's role (Controller or Processor) in Processing any Personal Data in connection with this Appendix 1, Customer will:
 - a. ensure that any transfer of Personal Data to a Restricted Country (including pursuant to paragraph 21 above) is permitted under, and complies with, the requirements of, the Data Protection Laws;
 - b. ensure that Customer has robust business continuity management plans and supporting procedures;
 - c. comply (and will procure that all of its contractors, subprocessors and agents comply) with the Data Security Protection Toolkit; abide by the Caldicott Principles; and not do anything which would cause Netcall, Customer or NHS England to be in breach of the NHS Code or the NHS Constitution;
 - d. comply with the Data Security Protection Toolkit incident reporting requirements in respect of, and notify Netcall of, any Personal Data Breach affecting the Personal Data as soon as Customer discovers such Personal Data Breach and provide such information and cooperation as may be required;
 - e. comply with Customer's obligations under the Network and Information Systems Regulations 2018 to the extent applicable to Customer;
 - f. comply (and will procure that all of Customer's contractors and subcontractors comply) with NHS England's cyber security guidance and policy (where available) as set out on the NHS England web site; and
 - g. indemnify Netcall, and keep Netcall indemnified, against damages, costs, claims, demands, expenses, professional costs, charges and/or monetary penalty notices arising from enforcement by a Supervisory Authority and/or assertion of rights by Data Subjects, arising from a breach by Customer of the Data Protection Laws and/or the data processing provisions set out in this Appendix 1.
23. Customer agrees to take account of any guidance issued by a Supervisory Authority.
24. Customer will reasonably collaborate with Netcall, NHS England and third parties also connecting to the NLI Module to help investigate and resolve Incidents.
25. Customer will:
 - a. notify Netcall of HSSIs which it becomes aware of, which impact the NLI Module, or the use and/or integration of the NLI Module and such notification will include as a minimum the minimum data set as required by Netcall; and
 - b. provide Netcall with updates on the status of each reported HSSI and such update will include as a minimum the minimum data set as required by Netcall until resolution.
26. If Netcall defines an Incident as a HSSI, Customer will co-operate and engage as required irrespective of its own definition and assessment of the severity of the Incident.
27. Netcall may request that NHS England convenes a Multi-Party Intervention where, acting reasonably, Netcall determines that it cannot reasonably bring all relevant and necessary parties together to resolve an Incident. Customer will, at its own cost, provide such cooperation and information as Netcall requires in relation to any such Multi-Party Intervention.
28. Netcall will ensure that a HSSI Manager is available to cover its defined documented support hours. Upon request from Netcall, Customer's on duty HSSI Manager will attend and contribute to a Multi-Party Intervention within 30 minutes of notification by Netcall.
29. Customer will during its documented support hours report all Clinical Safety Incidents that are not defined as

HSSI and are deemed to impact the NLI Module within 48 hours of becoming aware of the Clinical Safety Incident. Netcall will provide a recommendation to Customer if Netcall deems that the reported Clinical Safety Incident is not a Clinical Safety Incident.

30. Where NHS England makes Changes under the NHS England Agreement then Netcall reserves the right to make equivalent Changes under this Appendix 1 and will provide Customer with details of the same as soon as is reasonably possible.
31. On termination or expiry of this Appendix 1, Customer will comply with Netcall's instructions in relation to the destruction or return of any information, data or documentation provided by Netcall to Customer in relation to this Appendix 1 and/or the NLI Module.
32. Customer hereby grants to Netcall a non-exclusive, transferable, royalty free, irrevocable, perpetual licence to provide any information, data or documentation provided by Customer to Netcall in relation to this Appendix 1 and/or the NLI Module to NHS England.
33. Customer must not utilise the NLI Module:
 - a. In a way that could damage, disable, overburden, impair or compromise NHS England's or Netcall's systems, the NLI Module, or security or interfere with other users; or
 - b. To knowingly transmit any data, send or upload any material designed to adversely affect the operation of any computer software or hardware.
34. Customer acknowledges and agrees that the NLI Module and any information, data or documentation that Netcall provides to Customer in relation to the NLI Module is Netcall's Confidential Information.
35. If Customer is in breach of any of its obligations under this Appendix 1 then Netcall reserves the right to immediately suspend and/or terminate Customer's access and/or use of the NLI Module.
36. Netcall may, on 20 days' written notice to Customer terminate Customer's access to and/or use of the NLI Module.
37. Customer shall ensure appropriate Data Access Management Controls and Clinical Authorisations are in place and are complied with. Customer will ensure that all medical devices are appropriately registered, and all relevant laws and decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, supervisory authorities and other applicable government authorities are complied with.
38. Customer will indemnify Netcall, and keep Netcall indemnified on an unlimited basis, against damages, costs, claims, demands, expenses, professional costs, charges and/or monetary penalty notices arising from a breach by Customer of the provisions set out in this Appendix 1.
39. The terms of this Appendix 1 (including those in Annex 1) shall be incorporated within and be subject to the provisions of this Agreement and in the event of any conflict between the terms of this Appendix 1 and this Agreement then the terms of this Appendix 1 will prevail.
40. In this Appendix 1:
 - a. "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor", and "Supervisory Authority" have the meanings set out in the Data Protection Laws and "Process" will be construed in accordance with the definition of "Processing";
 - b. "NLI Module" means the additional functionality providing support for single sign on from NHS England's NHS App ("NHS App") to this Hosted Service in relation only to NHS England Trusts;
 - c. "Caldicott Principles" means the principles developed by Dame Fiona Caldicott for appropriate use of patient information, as amended from time to time;
 - d. "Change" means any variation, replacement, addition to or deletion from any aspect of the:
 - i. the NLI Module and its delivery;
 - ii. the Requirements;
 - iii. the manner and content of the Conformance Documentation required; and
 - iv. this Appendix 1;
 - e. "Clinical Authorisation" means the clinical approval of Netcall's products or services for use by Individual End Users to access to a health or care service;
 - f. "Clinical Safety Incident" means any unintended or unexpected incident which could have led, or did lead, to harm for one or more patients receiving healthcare, where harm is: death, physical injury, psychological trauma and/or damage to the health or well-being of a patient;
 - g. "Confidential Information" means all information which is disclosed before or after the date on which this Appendix 1 is entered into by one party to the other however conveyed and which: (i) is marked confidential or which is accompanied by a written or oral statement saying that it is confidential or proprietary, or (ii) ought reasonably to be considered confidential; and which relates to the business affairs of the party disclosing it (including, products, operations, processes, plans or intentions, developments, trade secrets, know-how, design rights, market opportunities, personnel, customers and suppliers of the party disclosing it (or other companies within a group of companies owned by or under common ownership of that party)), and all information derived from the above;
 - h. "Conformance Documentation" means any information, self-assessment or other documentation or process used to assess or demonstrate Netcall's compliance with the NHS England Agreement;

- i. **"Connection Method"** means a technical method (for example an application program interface) of interfacing with the NLI Module;
- j. **"Data Protection Laws"** means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including 'the UK General Data Protection Regulation' ("UK GDPR") and the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, Supervisory Authorities and other applicable government authorities;
- k. **"Data Security Protection Toolkit"** means the online self assessment tool and guidance managed by NHS England which reflects the National Data Guardian for Health and Care's data security standards, and enables organisations to measure their performance against such standards;
- l. **"Data Access Management Controls"** means the process of managing and controlling the data an Individual End User is permitted to access;
- m. **"Direct Care"** means a clinical, social or public health activity concerned with the prevention, investigation and treatment of illness and the alleviation of suffering of individuals and does not include activities that contribute to the overall provision of services to a population as a whole or a group of patients, as more particularly described in the most up-to-date published guidance of the National Data Guardian;
- n. **"End User Organisation AUP"** means the acceptable use policy, being requirements and obligations relating to organisations using the NLI Module. A copy is available on the NHS England website updated from time to time (currently located at <https://digital.nhs.uk/services/operations>), and the version as at 25 March 2020 is set out in Annex 1;
- o. **"HSSI" (or High Severity Service(s) Incident)** sometimes referred to as a 'major incident', is an Incident that causes a serious interruption of business activities. Netcall defines the severity of an Incident in terms of the urgency and level of adverse impact(s), such as the number of users affected, ability to deliver patient care, data security and/or integrity, reputation and/or financial loss. Incidents with a severity level 1 or 2 are HSSIs;
- p. **"HSSI Manager"** means an individual who will be a single point of contact for HSSIs and who possesses the skills, knowledge and experience to resolve incidents in the shortest possible timeframe, and has the authority to convene the relevant experts to meet the objectives of a Multi-Party Intervention;
- q. **"Incident" or "Incidents"** means an unplanned interruption to the NLI Module or a reduction in the quality of the NLI Module;
- r. **"Individual End User"** means an individual recipient accessing the NLI Module using Netcall's products or services which interface with the NLI Module as an individual not an organisation;
- s. **"Multi-Party Intervention"** means a real-time/live collaborative sharing of information using telephone, screen sharing and any other appropriate collaboration technologies, where the objective is to resolve in the shortest possible timescale an Incident caused by or impacting multiple parties accessing the NLI Module;
- t. **"NHS Code"** means the NHS Code of Practice on confidential information, as amended from time to time;
- u. **"NHS Constitution"** means the NHS Constitution for England as amended from time to time;
- v. **"NHS England"** means NHS England of 7 & 8 Wellington Place, Leeds LS1 4AJ;
- w. **"NHS England Agreement"** means the agreement between Netcall and NHS England relating to the services relied upon by Netcall as part of its provision of the NLI Module;
- x. **"Purpose"** means the interface of Netcall's product or service with the services Netcall receives from NHS England pursuant to the NHS England Agreement so that Netcall may provide the NLI Module to Customer, subject to the terms of this Appendix 1, and that is strictly and solely for the purposes of Direct Care;
- y. **"Requirements"** means the requirements as set out in the suite of specifications, policies, guidance and documents outlined on the Services Web Page;
- z. **"Restricted Country"** means any country other than the United Kingdom;
- aa. **"Services Web Page"** means NHS England's information repository for various services containing the Requirements, details of NHS England Changes and other information relevant to the connection to and receipt of various services including the NLI Module.

Annex 1 - End User Organisation AUP

The Connecting Party has signed a Connection Agreement with NHS England. The Connecting Party's products or services integrate or make use of Service(s) provided by NHS England. This End User Organisation AUP has been drafted to support the provision of the Connecting Party's products and services to the End User Organisation in relation to the integration or use of Service(s).

NHS England recognises that there could be many arrangements in relation to different products and services provided by the Connecting Party and their delivery of, access to and receipt of NHS data.

It is recognised that:

1. not all Connecting Parties will have End User Organisations associated with all Services;
2. in some circumstances a lead public sector End User Organisation will be authorised to act for a number of End User Organisations, and takes responsibility for disseminating the obligations set out in this End User Organisation AUP to the other End User Organisations and individuals within them;
3. the Connecting Party's products or services may be delivered by the Connecting Party directly to Individual End Users.

STATUS

- This End User Organisation AUP shall govern connection to and use of the Services by all End User Organisation(s).

End User Organisation Obligations:

- End User Organisations shall only share data in accordance with the law and applicable DHSC, government and regulators' guidance and policies.
- End User Organisations cannot receive data until it has fully registered with the Data Security and Protection Toolkit and has a current latest status rating of at least

'standards met' or of 'approaching standards', provided that the Connecting Party has seen written confirmation from the SIRO of the End User Organisation that any action plan agreed in order to achieve 'approaching standards' is being followed and risks of not having the 'standards met' status are documented, and will, on request provide evidence of this to NHS England.

- End User Organisations are responsible for (together with any End User Organisation which is the public sector commissioning entity where relevant): choosing the Connecting Party's products and services; ensuring that the Connecting Party's products and services meet its requirements and are secure, clinically safe and legally compliant; ensuring that the Connecting Party provides updates to and maintains its products and services, provides helpdesk and incident management services and shares any incidents impacting Services with NHS England; all arrangements with the Connecting Party for the testing, local assurance, acceptance and deployment to the End User Organisation of the Connecting Party's products and services; onboarding, service management and delivery of the Connecting Party's products and services to Individual End Users.
- End User Organisations are responsible for compliance with DCB0160 (as updated), including but not limited to management of clinical risk including establishment of a framework within which the clinical risks associated with the deployment and implementation of a new or modified health IT system are managed, its local Hazard Log, management of risks transferred by the Connecting Party and implementation of appropriate mitigation actions and controls.
- NHS England may ask the Connecting Party to provide contact information and summary information in relation to its End User Organisations. For example, to understand users of the Services and in circumstances where there is a service interruption, or a data breach, or

a clinical risk issue associated with the data. End User Organisations must co-operate in the provision of such information on request from the Connecting Party.

- End User Organisations shall use the Service(s) in a manner that is consistent and compliant with this End User Organisation AUP. The End User Organisation shall ensure that the content of this End User Organisation AUP is disseminated to all staff, employees or contractors and shall incorporate it into training (where relevant).
- End User Organisations shall not include any terms in its arrangements with Individual End Users which conflict with the Connection Agreement or this End User Organisation AUP.
- To note, if an End User Organisation does not comply with its End User Organisation AUP, NHS England may itself, or may require the Connecting Party to disconnect the End User Organisation and/or suspend the End User Organisation's access to the Connecting Party's products or services, or otherwise, to the extent necessary to protect the Services as a whole.
- End User Organisations shall:
 - use the Services and the Connecting Party's products or services for their lawfully intended purposes only.
 - not use any of the Services and the Connecting Party's products or services in a way that could damage, disable, overburden, impair or compromise security of any system, service or product.
 - co-operate with investigations and resolution of clinical safety, data protection and/or security incidents reported by the End User Organisation, an Individual End User or the relevant Connecting Party to NHS England.

- not knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Connecting Party Obligations:

- The Connecting Party shall only process personal data in accordance with the law and applicable DHSC, government and regulators' guidance and policies.
- The Connecting Party is fully accountable and responsible for the identification, onboarding and management of its End User Organisations (including for the service, management and delivery of its services to End User Organisations and Individual End Users), unless agreed otherwise with NHS England.
- The Connecting Party is responsible for bringing these terms to the attention of End User Organisations and Individual End Users, unless agreed otherwise with NHS England.
- NHS England is not responsible for verifying the terms of the Connecting Party's arrangements with the End User Organisations. In particular the terms and conditions governing security, information governance, clinical safety and any other applicable regulatory or compliance topics are detailed in the Connecting Party's contract with the commissioning party (which may also be the/one of the End User Organisation(s)).
- The Connecting Party shall, upon request from NHS England, provide to NHS England the identity and details of all End User Organisations associated with any Service(s) within such reasonable timescales as NHS England may request.
- The Connecting Party shall not include any terms in its arrangements with End User Organisations or Individual End Users which conflict with this End User Organisation AUP.

- The Connecting Party must provide the End User Organisation, on request, with details of the requirements, specifications, policies, guidance and documents associated with the Connection Agreement and any conformance documentation (being any information, self-assessment or other documentation used to assess or demonstrate the Connecting Party's compliance with the Connection Agreement, including the supplier conformance assessment list (SCAL), or such alternatives as NHS England may require from time to time).

NHS England's Role:

- NHS England provides access to its Services for the benefit of health and social care in England.
- NHS England has not carried out any assurance or testing of the Connecting Party's products or services as being suitable for the End User Organisation's intended use or purpose. NHS England will carry out a conformance assessment of the Connecting Party's connection method, against the requirements of the Service the End User Organisation wishes to connect to.
- NHS England shall have no responsibility for the management or enforcement of End User Organisation's / commissioning party's contract(s) for the provision of products and services by the Connecting Party.
- There are no service levels associated with the NHS England provision of Services, and there may be Service interruptions from time to time. NHS England does not provide anyone (including End User Organisations, Individual End User or the Connecting Party) with any commitment with regards to performance.
- End User Organisations understand the circumstances in which access to the Connecting Party's products and services may be altered or suspended due to the Connecting Party's failure to comply with this Connection Agreement.

UK GDPR and Data Protection Act 2018

- NHS England has a general role to support the wider NHS and the need to respect and promote the privacy of recipients of health services and of adult social care in England under the terms of the Health and Social Care Act 2012. It is generally the case that the Connecting Party is not the controller of the data received from NHS England, and rather it is the processor providing services to public sector entities. NHS England will make basic enquiries regarding the role of the Connecting Party in relation to the management of confidential and personal data. These enquiries do not replace the End User Organisation's (and any commissioning party's) role in ensuring that the Connecting Party is meeting its responsibilities in law.
- The End User Organisation shall ensure it does all that is required to comply with UK GDPR and the Data Protection Act 2018, and shall conduct any data protection impact assessments required in connection with any processing in accordance with article 35 of the UK GDPR, and
 - where the End User Organisation is joint controller with the Connecting Party, in particular it remains responsible for putting in place an arrangement which complies with the requirements of article 26 of the UK GDPR,
 - where the End User Organisation is the independent controller of the data received and the Connecting Party is the processor, in particular it remains responsible for putting in place a written contract that complies with the requirements of article 28(3) of the UK GDPR.
- The End User Organisation (together with any commissioning party) shall, and shall ensure the Connecting Party shall, abide by the Caldicott Principles, NHS Code and the NHS Constitution.
- The End User Organisation shall comply with the Data Security Protection Toolkit, cyber security guidance and policy. All organisations that have access to NHS patient data and systems must use this toolkit to provide

assurance that they are practising good data security and that personal information is handled correctly. It shall notify of incidents in accordance with DSP Toolkit guidance and the Data Security and Protection Incident Reporting Tool. It shall cooperate with NHS England in relation to any management of a personal data breach incident.

- If the Connecting Party's products or services require identity verification of an Individual End User, the End User Organisation shall comply with DCB3051 (Identity Verification and Authentication Standard for Digital Health and Care Services) (as may be amended or replaced from time to time).

Confidentiality

- This End User Organisation AUP is not confidential, does not contain any confidential information, and may be published.

Variation

- NHS England is providing standard services and may need to make changes to the scope and delivery of those Services from time to time.
- NHS England is providing government services, and as such these may be cancelled at any time.
- NHS England may vary, replace or delete any part of this End User Organisation AUP and any of the documents referred to in it. Each varied End User Organisation AUP shall be effective from its date of publication.

Terms used in this End User Organisation AUP:

- "Connection Agreement" means the agreement signed by and between the Connecting Party and NHS England;
- "Connecting Party" means the supplier of products or services;
- "End User Organisation" means any recipient or commissioning body using or commissioning a Connecting Party's products or services which interface

with Service(s) (whether directly, or indirectly via an agent or other commissioning body);

- "End User Organisation AUP" means this End User Organisation acceptable use policy;
- "Individual End User" means an individual recipient accessing any of the Services using the Connecting Party's products or services which interface with Service(s) as an individual not an organisation;
- "Service(s)" means each of the selected products and services identified on the Services Form, which NHS England makes available and with which the Connecting Party is interfacing.

If you are an End User Organisation and have any questions about this End User Organisation AUP, please contact NHS England at: liveserviceonboarding@nhs.net.



Professional Services Schedule

Professional Services:

- Where a particular date is scheduled for Netcall to carry out Professional Services and Customer cancels or reschedules such Professional Services within 5 Working Days of the relevant date then Netcall may charge Customer for the rescheduled/cancelled effort that it is unable to reasonably reallocate to other chargeable work, such charge to be based on Netcall's then standard consultancy rate and invoiced monthly in arrears.
- **"Professional Services Day"** means 7.5 hours during the hours of a Working Day.
- **"Out of Hours Professional Services Day"** means 7.5 hours outside the hours of a Working Day.
- **"Working Day"** means 9am – 5.30pm (UK time) Monday-Friday excluding UK public holidays.
- All delivery dates for Professional Services are estimates which Netcall is obliged to use reasonable endeavours to achieve.
- Service Delivery Location: Remotely from Netcall's offices.

System/Site Requirements & General Customer Responsibilities Schedule

- Customer is responsible for providing staff resource to, for example, agree the project initiation documentation, ensure project progression and for user acceptance testing.
 - Customer must promptly implement any new releases of the Hosted Service made available by Netcall where such have been recommended by Netcall to generally increase system security and/or respond to a specific security risk. In any event Customer must operate a version of the Hosted Service that is less than two years from its date of original release. Where Customer fails to promptly implement such new releases and/or operate a suitable version, Netcall will be entitled to serve a notice on Customer requiring them to do so within 10 Working Days (where a “**Working Day**” will mean 9am – 5.30pm Monday-Friday excluding UK public holidays) of receipt of such notice. If Customer fails to comply with such notice Netcall may suspend the Hosted Service until such time as Customer implements such. For the avoidance of doubt, such suspension does not affect
- Customer’s obligation to pay for any outstanding Hosted Service fees. **Customer hereby acknowledges that prior to it implementing any new release of the Liberty Create Hosted Service it is responsible for verifying that any applications that operate in relation to the Liberty Create Hosted Service will not be affected by implementing such release.**
- Customer agrees to undertake a proper review of the Hosted Service and the associated Customer policies and/or instructions reflected within the Hosted Service in relation to data security measures and/or to data protection laws prior to putting the Hosted Service into operational use and Customer agrees not to put the Hosted Service into operational use where such a review identifies any material risk in relation to data security measures and/or to applicable data protection laws. Customer agrees to keep the Hosted Service subject to such review on an ongoing basis and, in particular, will undertake such reviews prior to deploying any changes made to the Hosted Service by Customer and/or Netcall
- and Customer agrees not to put any such changes into operational use where such a review identifies any material risk in relation to data security measures and/or to applicable data protection laws.
- Customer is responsible for provisioning, configuring and maintaining any infrastructure, systems and/or software required to access and/or interact with the Hosted Service.
 - Customer is responsible for ensuring that any infrastructure, systems and/or software required to access and/or interact with the Hosted Service is licensed in accordance with the applicable providers’ requirements as defined in the appropriate end user agreement(s).
 - Customer may only permit its staff who have completed appropriate system training to use the Hosted Service.
 - **Insert additional requirements**

Support and Maintenance Services (Hosted Service) Schedule

- Support and Maintenance Services will comprise the following: (i) a helpdesk through which Customer will report all service requests to Netcall and Customer will ensure that only Customer's nominated and suitably trained support contacts submit service requests; and (ii) Netcall's reasonable endeavours to correct material, reproducible and documented errors in the Hosted Service (whether by fix, workaround or new release).
- Netcall will prioritise all requests in accordance with ITIL Incident Management Practices according to the following definitions and associated matrix:

		Impact		
		High	Medium	Low
Urgency	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P4

○ Impact:

High – Total loss (unavailability) of the service, or suspected information security issue, or data breach has been identified.

Medium - Service operable but with loss of substantial system functionality or performance, but workaround available.

Low - Minor or cosmetic issue with no material impact to service operation.

○ Urgency:

High – Critical business operations cannot function.

Medium - Critical business operations are operating in limited manner.

Low - Business operations not materially impacted.

- The Incident Response Target and Incident Resolution Target based on the Priority is as follows:

Priority	Operating Hours	Incident Response Target	Incident Resolution Target
P1	24/7	15 minutes	6 Operating Hours
P2	Standard Service Hours	15 minutes within Operating Hours	2 Working Days
P3	Standard Service Hours	4 Operating Hours	10 Working Days
P4	Standard Service Hours	4 Operating Hours	20 Working Days

- All response and resolution times are based on time during Operating Hours and are estimates which Netcall is obliged to use reasonable endeavours to achieve.
- Standard Service Hours** means 8am - 6pm (UK local time) Monday to Friday excluding UK public holidays.
- Working Day** means 9am – 5.30pm (UK local time) Monday to Friday excluding UK public holidays.
- Incident Response Target** means the elapsed time measured from the time at which a problem related to the Hosted Service is identified, received and recorded by Netcall until the time that an acknowledgement is issued and a ticket raised and allocated to be triaged.

- Incident Resolution Target** means the elapsed time measured from the time at which a problem is identified, received and recorded by Netcall until the time at which the problem is resolved (though possibly at reduced functionality) whilst an action to identify, obtain, or create and schedule implementation of a permanent resolution is underway. The resolution time will be paused in the event that Netcall is unable to progress the resolution of the incident whilst an action is with Customer to carry out, to provide clarification and/or additional information related to the activity being investigated.
- Support and Maintenance Services only covers the standard **Name of service being sold** and does not cover any customisations and/or modifications which are not performed by Netcall.
- Support and Maintenance Services only covers the standard Liberty Create/Liberty RPA/Patient Hub and does not cover Customer created applications (including applications built by Netcall on Customer's behalf) and/or Customer's own technology and/or internal infrastructure, nor does it provide free training and/or provide consulting on Customer created applications and/or content such as views, reports, configurations and/or third-party technologies and/or services.
- Support and Maintenance Services only covers the standard Liberty Spark and does not cover Customer's created processes and/or Customer's own technology and/or internal infrastructure, nor does it provide free training and/or provide consulting on Customer processes and/or content such as views, reports, process maps, configurations and/or third-party technologies and/or services.
- Delivery of any support and maintenance services for on-premise software is subject to an IPsec VPN (a strongly secure and persistent remote connection) between Netcall and Customer.

Jadu Schedule

1 Definitions and Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Schedule and the annexes to it.

Actively Supported Version: as applicable (a) the current live version of any Jadu SaaS, save that (b) for Jadu Single Tenant SaaS it is the most recently issued Release of the highest two Major Versions of a Jadu Single Tenant SaaS, (c) for Hosted Software subject to the Managed Service the versions specified in the Order Form.

Agent-Ex Products: those AI based components of the Jadu SaaS as set out in the Order Form.

Core System Themes: The themes included in the core software package of the Jadu Single Tenant SaaS Jadu Central (if applicable), which as designated by Jadu from time to time and described in the Documentation, including (without limitation) CmsProject, XfpProject, PaybridgeProject, Alpha, Dopetrope, Editorial, Phantom, Spectral, [GOV.UK](https://gov.uk)-Frontend and Origin.

Critical Fault: a reproducible fault which meets the definition of a P1 as set out in Annex 1.

Customer Data: all data, works and materials uploaded to, processed by, generated by and/or stored by the Jadu SaaS and/or Managed Service (but excluding analytics data relating to the use of the Platform and server log files).

Documentation: the documents provided by Jadu for the Service/Software or Release in either printed text or digital or machine-readable form, including any technical documentation, program specification and operations manual.

Environment: a single installation of the Service/Software (whether in a cloud based server,

single server, virtual server or clustered server infrastructure) and where specifically referred to in the Order Form as LIVE Environment (which is intended to provide content and software functionality to End Users) or Sandbox Environment (which is for the creation, development or testing of software, programs or services for evaluation in isolation from and prior to promotion to the LIVE Environment or in the case of Jadu Single Tenant SaaS, UAT Environment (which is for the purpose of conducting user acceptance testing by Customer before changes are made to a LIVE Environment)).

Fault: a reproducible fault in the Supported Software as further described in Annex 1.

Managed Service: the services relating to the hosting of the Hosted Software as set out in the Order Form.

Hosted Software: the software (as separately licensed to Customer by Jadu) to be hosted by Jadu in respect of which Jadu will provide the Managed Service as set out in the Order Form (including any new Releases of that software provided by Jadu pursuant to this Schedule).

Hotfix: a temporary solution rather than a Release. Developed to correct a bug or fault in the Service/Software as a short-term remedy for the underlying issue.

Inappropriate Content: any material which is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property.

Jadu: means Jadu Creative Limited.

Jadu SaaS (also referred to as Hosted Service): the software to be provided by Jadu on a software-as-a-service basis (including any new Releases of that

software provided by Jadu pursuant to this Schedule) as set out in the Order Form.

Jadu Single Tenant SaaS: Jadu SaaS that is provided on a single tenant basis.

LLM Tokens: the metered units or usage credits consumed by interactions with large language models through Agent-Ex Products and the number of units utilised will vary depending on various factors relating to the request and the particular AI feature being used.

Major Version: A distinct upgrade of Jadu SaaS or Hosted Software (as applicable) and is identified by the first number in the series of a version number (e.g. version 1.2.3 has the Major Version of 1).

Maximum Licensed Usage: the usage limits for the Jadu SaaS and/or Managed Service as set out in the Order Form.

Non-Critical Fault: any Fault other than a Critical Fault.

Order Form: the order document agreed by the parties under the G-Cloud Call-Off Contract which, together with the Call-Off Contract schedules and the relevant Jadu service descriptions, specifies the Jadu software and/or services ordered, applicable volumes, charges and the key delivery and term details for that order.

Platform: the platform managed by Jadu and used by Jadu to provide the Service/Software, including the application and database software for the Service/Software, the system and server software used to provide the Service/Software, and the computer hardware on which that application, database, system and server software is installed and all networking, storage, and related technology required to run the Service/Software.

Professional Services: Jadu's professional services as set out in the Order Form.

Release: an update of the Service/Software incorporating 'patches' where applicable which corrects faults, adds functionality (and may include new tools and resources) or otherwise amends or updates the Service/Software.

Service/Software: the Jadu SaaS and/or Managed Service as set out in the Order Form (as applicable). For clarity the Service/Software does not include any templates, themes, forms, case types, portals or other presentation layer, excluding the Core System Themes, or content items designed to operate in conjunction with or to interface with the Service/Software and are not part of the Service/Software in this regard.

Support Portal: the on-line support and incident-reporting help desk system provided by Jadu as part of the Standard Support Service.

Standard Support Service: the technical support service (as further described in this Schedule) to be provided by Jadu to Customer in respect of the Supported Software only.

Standard Support Hours: 8am to 6pm (UK local time) Monday to Friday excluding UK public holidays.

Support & Maintenance Services: the technical and updating services comprising the Standard Support Service and the Updating Service.

Supported Software: is the Active Supported Version of the Jadu SaaS and/or the Hosted Software.

Third Party Libraries: any components and libraries used by Jadu in connection with the delivery of the Service/Software which are developed and licensed by third parties, whether such components and libraries are used within the Supported Software or otherwise and whether they are selected by Customer or by Jadu.

Third Party Services: those third party provided services to which the Jadu SaaS and/or Hosted

Software is to integrate with as set out in the Order Form.

Updating Service: the service to be supplied by Jadu to Customer under clause 4.

2 Grant and Scope of Licence

- 2.1 Customer may use the Service/Software (including any Documentation) for Customer's internal business purposes only.
- 2.2 Jadu shall be entitled to monitor Customer's usage of the Service/Software and, if Jadu request Customer to do so, Customer shall provide Jadu with the access necessary to determine such usage. If Customer exceeds the Maximum Licensed Usage, Jadu shall be entitled to charge Customer for such excess use based on its then currently prevailing standard charges.

3 Support & Maintenance Services: Supported Software

- 3.1 The Standard Support Service is only provided in relation to the Active Supported Version. The Standard Support Services does not provide support for:
 - a. Platform solution stack other than as indicated and defined in the Order Form;
 - b. any environment other than the Environments specified in the Order Form.
 - c. any service or software not supplied to Customer by Jadu; and
 - d. any bespoke software or service developed by Jadu for Customer (unless specifically described in the Order Form).
- 3.2 In relation to Releases:

- a. as part of the Updating Service, Jadu shall (in the case of Jadu SaaS) apply Releases from time to time at Jadu's discretion and save for immediately deployed emergency Releases required to urgently address security or performance / availability issues, Jadu endeavours to provide Customer with no less than 24 hours' notice of such Release;
- b. as part of the Updating Service, Jadu shall (in the case of Jadu Single Tenant SaaS) make available to Customer and either supply Customer with a Release for Customer to apply, or (if Customer has purchased a Managed Service) Jadu shall apply Releases from time to time at Jadu's discretion and save for immediately deployed emergency Releases required to urgently address security or performance / availability issues, Jadu endeavours to provide Customer with no less than 24 hours' notice of such Release; and
- c. in relation to Jadu Single Tenant SaaS and/or the Managed Service Customer shall be responsible for the costs of rebuilding any forms, templates, themes and other presentation layer items, excluding the Core Software Themes, following the installation of any such Release. Any assistance Jadu provide with installation or building of presentation layer items shall be undertaken as chargeable Professional Services.

4 Support & Maintenance Services: Standard Support Service and Updating Service

4.1 Standard Support Service:

- a. The Standard Support Service shall be provided during the Standard Support Hours;
- b. The Standard Support Service shall provide support to the number of named users at Customer's organisation as set out in Maximum Licensed Usage;

- c. The Standard Support Service shall comprise online support via the Support Portal and telephone support in respect of Faults;
- d. Jadu shall use reasonable endeavours to diagnose and resolve Faults;
- e. Where a Non-Critical Fault is to be corrected in a forthcoming Release, then for a reasonable period (to be determined by Jadu exercising its discretion reasonably) before the issue of such Release, Jadu may defer the provision of assistance pending the availability of that Release;
- f. Jadu support staff shall be entitled to close any ticket which does not relate to Faults or where they are able to direct Customer to the solution on Support Portal or in any Documentation or where appropriate in terms of Service/Software knowledge issues, recommend and offer to Customer Professional Services training;
- g. Customer shall ensure that no Personal Data is entered into the Support Portal; and
- h. Jadu shall use Jadu's reasonable endeavours to ensure that the Standard Support Service meets the service levels set out in Annex 1.

4.2 Updating Service:

- a. Jadu shall issue Releases from time to time;
- b. All dates supplied by Jadu for the issue of Releases or the provision of any other service shall be treated as estimates only;
- c. In the case of Jadu Single Tenant SaaS, application of a Release is by arrangement with Customer, pursuant to the Updating Service. To mitigate the risk of introducing either faults generally as a result of the particular set up of Customer's LIVE Environment or specifically as Faults to Customer's LIVE Environment, Jadu recommends that Customer adopt a UAT Environment to mirror the architecture and content of Customer's LIVE Environment to allow

both parties to test changes to the Jadu Single Tenant SaaS before applying them to the LIVE Environment. In addition:

- i. where Customer has adopted a UAT Environment, Jadu shall apply any changes pursuant to the Updating Service to the Jadu Single Tenant SaaS on Customer's UAT Environment, inform Customer in writing and require Customer to perform a user acceptance test of the changes applied to Customer's UAT Environment within an agreed reasonable time. Jadu shall not apply any changes to Customer's LIVE Environment and this aspect of the Jadu Single Tenant SaaS until Jadu have received written confirmation from Customer that this aspect of the Jadu Single Tenant SaaS operates as required on the UAT Environment. Jadu shall not be liable for Faults in this aspect of the Jadu Single Tenant SaaS identified on Customer's LIVE Environment that cannot be replicated on Customer's UAT Environment;
- ii. where Customer has not adopted a UAT Environment and Jadu have been unable to test such changes as referred to above, Customer acknowledge and agree that the Standard Support Service shall not be available for any aspect of this Jadu Single Tenant SaaS and Jadu shall not be liable for any loss or damage arising from faults that Jadu introduce where Jadu have been unable to test such changes as set out in clause 4.2(d)(i).

4.3 Jadu may, on prior notice to Customer, make changes to the Service/Software, provided such changes do not have a material adverse effect on Customer's business operations.

4.4 In the case of Jadu Single Tenant SaaS, Jadu shall be entitled for support purposes to maintain its own copy of any or all of Customer's Environments, which shall be accessible only by Jadu.

- 4.5 Jadu shall have no obligation to provide the Standard Support Service in respect of any Faults in the Supported Software arising from:
 - a. misuse, incorrect use of or damage to the Supported Software from whatever cause (other than any act or omission by Jadu), including failure or fluctuation of electrical power;
 - b. any changes to the Supported Software database(s) that have not been made by Jadu;
 - c. use of the Supported Software with unsupported browsers/devices. For the avoidance of doubt a list of currently supported browsers/devices is available via the Documentation and is updated from time to time;
 - d. use of the Supported Software in combination with any equipment or software not provided by Jadu or not designated by Jadu for use with any Release forming part of the Supported Software, or any fault in any such equipment or software;
 - e. any breach of Customer's obligations under the Agreement howsoever arising or having the Supported Software maintained by a third party;
 - f. In the case of Jadu Single Tenant SaaS, any Faults in the Jadu Single Tenant SaaS identified on Customer's LIVE Environment that cannot be replicated on Customer's UAT Environment; or
 - g. user error.
- 4.6 For the avoidance of doubt, the Service/Software does not include any Professional Services (such as the development of bespoke software or the building or alteration of forms or templates).
- 4.7 If Customer reports issues in a Release older than an Actively Supported Version, Jadu shall only provide Customer with technical advice and assistance in upgrading to the latest Actively Supported Version. If the relevant issue is not resolved following such an

upgrade Jadu shall treat the issue as a Fault and provide the Standard Support Service.

4.8 Managed Service:

- a. The Managed Service shall provide the hosting by Jadu of the Hosted Software together with the provision of such server maintenance services, infrastructure, hardware and bandwidth as are necessary to provide such hosting.
- b. Data storage for the Managed Service is fully managed, with 24 hour 7 days a week monitoring. Jadu may where necessary choose to restore any severely affected system from the latest backup, however Customer acknowledge that unless the Managed Service includes a Disaster Recovery (DR) Environment Jadu can utilise, this process will overwrite the Customer Data stored on the Platform prior to the restoration point and Jadu will bring the Customer Data back into the Managed Service as soon as reasonably practicable at no additional cost to Customer save where any loss or damage to data is caused by matters or circumstances beyond Jadu's reasonable control (including but not limited to viruses, denial-of-service attacks or any other form of cyber-attack) in which case, any work in this regard shall involve procuring Professional Services.
- c. The Managed Service shall include virus-checking of the Hosted Software and firewall protection.
- d. Jadu shall provide such server monitoring, log file rotation, application of server operating system updates and patches and user account management services as Jadu reasonably considers necessary for the provision of the Managed Service.
- e. Jadu may suspend for the purpose of repair, maintenance or improvement, part or all of the Managed Service upon at least 24 hours' notice to Customer (save for cases of emergency as referred to in clause 3.2(a)) and shall use Jadu's reasonable endeavours to restore the Managed Service as soon

as is reasonably practicable following any such suspension.

- f. Customer shall observe all reasonable security and operational procedures Jadu may from time to time prescribe and Customer shall not use the Managed Service in any way which could be detrimental to Jadu's other clients and customers.
- g. Jadu shall be entitled to update the technical specification of the Managed Service for operational reasons. In order to allow Jadu to continually upgrade its hosting facilities, Jadu may from time to time relocate Customer's servers within Third Party Services data centers, make changes to the provision of the Managed Service, URLs and Internet Protocol (IP) addresses and establish new procedures for the use of the Managed Service. Jadu will give Customer advance notice of any such change and endeavour to minimise the effect of any such changes on Customer's use of the Managed Service.

5 Obligations, Restrictions and Requirements

5.1 It is agreed that:

- a. Customer must not remove the "Powered by Jadu" or "Designed and Powered by Jadu" text and hyperlink that may be included in any products or solutions developed and supplied to Customer by Jadu;
- b. Customer's use of the Jadu SaaS, Managed Service and/or Hosted Software shall be limited as set out in the Maximum Licensed Usage in the Order Form;
- c. Customer must not upload, publish, post, link to or transmit any Inappropriate Content using the Jadu SaaS and/or Managed Service;
- d. Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Jadu SaaS and/or Managed Service

without Jadu's prior written consent (such consent not to be unreasonably withheld or delayed);

- e. Customer is responsible for taking appropriate security measures itself and accordingly will implement its own security policies in line with good industry practice;
 - f. Customer controls what data is provided to the Service/Software for the purposes of the provision of the Service/Software and how such data is transferred to and from the Service/Software;
 - g. Customer will not use the Service/Software in a manner that interferes with, degrades or disrupts the integrity or performance of any Jadu (or Jadu's sub-contractors') technologies, services, systems or other offerings, including data transmission, storage and/or backup;
 - h. Customer will not circumvent or disable any security features or functionality associated with the Service/Software;
 - i. Customer will not use the Service/Software in any manner prohibited by law;
 - j. With respect to the Service/Software Customer will adhere to all applicable laws, treaties and regulations in all jurisdictions in respect of which Customer uses the Service/Software, including all end-user, end-use and destination restrictions issued by applicable government entities. Customer will not upload any data or information to the Service/Software for which Customer does not have appropriate rights.
- 5.2 Customer accept that Jadu is not responsible for the content posted or otherwise appearing on the Service/Software and that end users are exposed to the content of the Service/Software at their own risk.
- 5.3 Jadu may, but has no obligation to, remove content that Jadu determines is Inappropriate Content.

- 5.4 Customer shall take all reasonable steps to ensure that the Supported Software is operated in a proper manner by Customer's organisation's staff, employees and authorised representatives and accordance with good industry practice.
- 5.5 Customer may only use Agent-Ex Products (where licensed) as a component of the Jadu SaaS and may not expose the Agent-Ex user interface directly to end users. Given the nature of Artificial Intelligence ("AI") and Machine Learning ("ML") systems Customer specifically acknowledges and accepts that the AI/ML based components of the Service/Software will not always be accurate or error free and that Customer must itself implement proper measures to evaluate and verify the appropriateness and accuracy of the output of those components in order to prevent errors or other undesirable outcomes in its operations as a result.
- 5.6 Customer acknowledges and agrees that the source code incorporated within the Service/Software is Jadu's confidential information. Customer must:
- not examine the source code incorporated within the Service/Software, nor shall Customer permit any person to examine such source code;
 - not copy, modify and/or adapt such source code;
 - include Jadu's copyright notice on all entire and partial copies of the Service/Software in any form and not to remove any such notices (including any copyright notices in any source code files);
 - not provide, or otherwise make available such source code to any person in any way whatsoever.

6 Integrations with Third Party Services

- 6.1 The Service/Software integrates with those Third Party Services expressly identified in the Order Form. Jadu may make available for integration with the

Service/Software additional or replacement Third Party Services at any time through a later Release and as indicated in the Documentation.

- 6.2 Jadu may remove, suspend or limit any Third Party Services integration at any time at its sole discretion if Customer has breached the terms set out in clauses 5 and/or 6.
- 6.3 The Service/Software may contain features designed to interoperate with Third Party Services. To use such features, Customer may be required to obtain access to such Third Party Services from the Third Party Services providers. If the provider of any Third Party Services ceases to make the Third Party Services reasonably available for interoperability with the corresponding Service/Software features, Jadu may cease providing such Service/Software features without entitling Customer to any refund, credit, or other compensation.
- 6.4 The supply of Third Party Services shall be under a separate contract or arrangement between Customer and the relevant third party and Jadu do not contract to supply such Third Party Services and Jadu are not a party to any contract for, or otherwise responsible for any such Third Party Services. Fees may be payable by Customer to the relevant third party in respect of the use of such Third Party Services or any connectors required to use such Third Party Services or applications. Jadu shall not be liable to Customer for any loss (including in relation to any security breaches) arising in connection with any defects or malicious code present in any Third Party Services and/or Third Party Libraries.
- 6.5 Customer acknowledges and agrees that:
- the integration of Third Party Services may entail the transfer of Customer Data from the Service/ Software to the relevant Third Party Services; and
 - Jadu has no control over, or responsibility in respect of, any disclosure, modification, deletion or other use

of Customer Data by and/or resulting from any integration with any Third Party Services.

- 6.6 Without prejudice to Customer's other obligations under this clause 6, Customer must ensure that Customer has in place the necessary contractual safeguards to ensure that both:
- the transfer of relevant Customer Personal Data to a provider of Third Party Services application is lawful; and
 - the use of relevant Customer Personal Data by a provider of Third Party Services is lawful.
- 6.7 Enabling an integration through the Jadu Integrations Hub (or other integration capability or mechanism provided in Service/Software) shall constitute Customer's consent to transfers of Customer Data to any Third Party Services application operator and this shall be for any such category of data that may reasonably be regarded by Jadu as required for the effective purpose of such integration or as otherwise stipulated in the Order Form.
- 6.8 The use of some features of the Service/Software may depend upon Customer enabling and agreeing to integrations between the Service/Software and Third Party Services.
- 6.9 Unless provided as a Release, additional charges may be payable by Customer to Jadu in respect of a Third Party Services integration.
- 6.10 Any use of Jadu or Third Party Services APIs (application programming interface) in relation to the End User's use of the Service/Software is subject to the following terms:
- If Jadu reasonably determines that there is abuse or excessive usage by way of frequent requests to the Service/Software via Jadu's APIs, this may result in an automatic challenge or temporary block. In some instances Jadu may, upon giving prior written notice

to Customer, suspend Customer's access to such APIs indefinitely;

- b. Jadu reserve the right at any time to modify or discontinue, temporarily or permanently, Customer's access to the APIs (or any part thereof) with or without notice where Customer's use of the API is found to be in breach of this Schedule, or is determined by Jadu to be having a detrimental effect upon Jadu's ability to deliver the Service/Software.

7 Service Availability of Jadu SaaS and/or Managed Service:

- 7.1 Jadu endeavours to make the Service/Software under normal operation to be generally available for use by Customer every day on a 24 hours a day basis except during any Scheduled Outage. Customer acknowledges that during a Scheduled Outage the Service/Software may not be available fully or at all.
- 7.2 Jadu will use its reasonable endeavours to ensure that the Service/Software meets or exceeds the following service level: Availability of 99.9%.
- 7.3 Definitions:
 - **Availability** is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100.
 - **Actual Uptime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Service/Software is available for use by users. The calculation for Actual Uptime will be determined at the sole discretion of Jadu based on Jadu internal records.
 - **Excusable Downtime** is the aggregate number of hours during Scheduled Hours in a calendar month where the Service/Software is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to

Jadu's failure to exercise due care in performing its responsibilities.

- **Exceptions** are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by Customer or Jadu on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Jadu; (5) violations of Jadu's acceptable use policy; (6) the negligence or wilful misconduct of Customer or others authorised by Customer to use the Service/Software; (7) any failure of any component for which Jadu is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or website content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; and/or (9) the Service/Software being intentionally suspended by Jadu, where it is entitled to do so under this Agreement.
- **Scheduled Hours** means 24 hours a day, every day.
- **Scheduled Outage** is the aggregate number of hours in any calendar month during which the Service/Software is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Jadu. Such announcements will generally be supplied with 2 working days' notice or other time periods subject to agreement between Jadu and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with the Service/Software.
- **Emergency Situation** is an instance when Customer is experiencing severe, adverse operational impact related to the Service/Software and for which Customer, on an exception basis, requests that Jadu respond and work to resolve outside the normal service level criteria.

8 Professional Services

- 8.1 Where a particular date is scheduled for Jadu to carry out Professional Services and Customer cancels or reschedules such Professional Services within 5 Working Days of the relevant date then Jadu may charge Customer for the rescheduled/cancelled effort that it is unable to reasonably reallocate to other chargeable work, such charge to be based on Jadu's then standard consultancy rate and invoiced monthly in arrears.
- 8.2 Customer must act reasonably in relation to and will not attempt to frustrate, impede and/or interfere with (including but not limited to failing to devote appropriate resources to the relevant project, deciding not to deploy the relevant system, materially delaying the deployment of the relevant system) Jadu's opportunity to deliver all of the Professional Services (and in any event any Professional Services that Jadu has been unable to so deliver after a period 12 months from the date of execution of the Agreement will be deemed delivered). In the event of such Jadu will be entitled to immediately treat all Professional Services as delivered.
- 8.3 All delivery dates for Professional Services are estimates which Jadu is obliged to use reasonable endeavours to achieve.

Annex 1 – Support & Maintenance Services

A. For Jadu Single Tenant SaaS product accounts the Support & Maintenance Services do not provide any of the following and Customer acknowledges that it is responsible for dealing with the following issues:

1. Creating users and resetting passwords;
2. Activating Customer's own (customers') online accounts;
3. Resetting Customer's own (customers') passwords;
4. Creating / updating notifications by email, letter, SMS;
5. Setting service level escalations based on date rules;
6. Creating / amending workflows, case statuses, case transitions; and
7. Creating / maintaining roles for users and user groups.

B. Standard Support Service for Supported Software:

Priority of Fault	First Response (i) within	Feedback frequency	Target for Platform or Release update, temporary fix or workaround and where applicable, available for Customer to test (ii)
Priority 1 (Critical Fault) Complete system unavailability of for a period of 5 minutes or more	30 minutes (iii)	Hourly (iii)	1 hour (iii) to switch to DR site (iv) once that decision has been taken (subject to terms and conditions of DR service) OR 8 hours (iii) where DR site is not used
Priority 2 System fault with loss of substantial system functionality or performance, but workaround available.	1 hour (iii)	Daily (iii)	Within 1 day for integration issues in scope of Standard Support Service (v). For all other issues, within 3 days (iii) of the root cause of the issue being identified and solution agreed
Priority 3 System fault that inhibits, but does not prevent, operation of any element of the system.	3 hours (iii)	Following progress / change in status	Within 12 weeks (iii) of the root cause of the issue being identified and solution agreed
Priority 4 System faults that are minor functional issues, that do not prevent processing of tasks, content related problems and queries, or customer service comment /complaint	3 hours (iii)	Following progress / change in status	Within 16 weeks (iii) of the root cause of the issue being identified and solution agreed

- (i) Jadu will use reasonable endeavours to respond to all tickets within the response times indicated in the Standard Support Service for Supported Software table above during the Standard Support Hours. For the purposes of this Schedule, the date and time at which a Fault is raised is considered to be the date and time at which it is entered into the Support Portal. Any Fault raised by Customer's staff or agents via telephone call will be logged on their behalf within the Support Portal. Where Faults are raised by telephone call then the First Response target will be deemed to have been met by the interaction within said call. For the purposes of the audit trail and any subsequent reports the times will be taken from the date and time the Fault was logged in the Support Portal.
- (ii) Due to the varying types of support tickets and the dependency on both Customer's and Jadu's subcontractor's interaction, Jadu do not offer a resolution target. Response and resolution times depend on the nature and severity of the Fault reported; these response and resolution times are estimates and Jadu aims to address these significantly within these times for most Faults. A workaround for Non-Critical Fault may involve a patch or fix which addresses the problem; in such cases a resolution may involve a Release.
- (iii) a 'day' being any week day other than a UK public holiday, or an 'hour(s)' or 'minutes' within the 'day'.
- (iv) Jadu DR Service as set out below:
Where such services are specifically included within the Order Form, the **Jadu Disaster Recovery Environment ('DR Environment')** provision operates as follows:
The DR Environment for Customer's Jadu Single Tenant SaaS is available during a LIVE Environment disaster event subject to DNS changes initiated and managed by Customer unless the necessary

arrangements have previously been made to enable Jadu to initiate DNS changes.

The declaration of the disaster and the initiating of a switch to the DR Environment is subject to agreement between Customer and Jadu and will take place at an agreed time.

Any third-party integrations (including those in relation to Third Party Services) requiring special connectivity arrangements (VPN, IP whitelisting, etc.) will not work unless previously configured on both sides by the initiator (DR Environment) and the receiver (third party integration end-point) following prior cooperation between the parties for such arrangements and any such services shall be delivered by Jadu at Jadu's Professional Services rates.

During usage of the DR Environment, content changes can be made to the DR Environment by the Customer but those changes will not be replicated back to the LIVE Environment when it is restored unless such a service has been agreed between the parties as additional Professional Services.

Annual testing of failover to the DR Environment can be included as additional Professional Services. Customer is required to assist in such tests which will be scheduled by mutual agreement.

(v) Integrations issues

Failures or degraded performance of integrations with third party products / services do not represent a complete unavailability of the Service/Software (Priority 1) but may impair the usability of areas within / managed by the Service/Software.

Jadu is not responsible for the following and accordingly the Support & Maintenance Services do not cover:

- Connectivity failure between the Service/Software and the Third Party Services.

- Changes which have been made to the capabilities and/or configuration of the Third Party Services by the Third Party Services provider without appropriate prior consultation with Jadu, resulting in this having not been reflected in the Service/Software.
- Changes which have been made to the configuration of the Third Party Services by the Customer that have not been reflected in the Service/Software configuration.
- Authentication configuration (e.g. certificates, passwords etc.) held within the Service/Software or the Managed Service and used to connect to the Third Party Service have changed, expired, been deleted or disabled but not reflected within the Jadu configuration. In cases where the relevant configuration can be managed via a Control Center interface (i.e. Integrations Hub) it is the responsibility of the Customer to acquire and configure any updated credentials. In all other cases, the configuration updates will be completed as part of the Standard Support Service once new credentials have been supplied by the Customer or third party.

Annex 2 – Personal Data Processing

- The following will apply to Jadu's processing of the Personal Data as part of the Service/Software:

Subject matter of the processing:	[Insert short description of what the Processing is about i.e. its subject matter]
Duration of the processing:	Duration of Agreement and thereafter to the extent required to fulfil Jadu's express contractual obligations.
Nature and purposes of the Processing:	[Description of all intended purpose]

Type of Personal Data:

[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]

Categories of Data Subject:

[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public, users of a particular website etc]

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Jadu of the sub-contractors and sub-processors of Personal Data listed in

the table below and (b) Customer acknowledges and accepts that Jadu has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
[TBC]	[TBC]	[TBC]

Govtech Schedule

1 Services Provisions, Restrictions and/or Usage Limits:

- Definitions:
 - “**Core Systems**” means Customer’s Revenues and Benefits systems and/or Document Management systems (as applicable).
 - “**Customer Data**” means all information, text, records, content or materials that has been submitted to the Hosted Service processing centre by Customer (including citizens of Customer).
 - “**Service Outputs**” means the structured xml and/or associated document renditions created from content extracted from Customer Data and formatted by Netcall.
 - “**Virtual Server**” means a virtual server supplied by Customer for the purposes of holding data in a buffer between this Hosted Service and the Core Systems.
 - “**Working Day**” means Monday-Friday excluding UK public holidays.
 - “**Working Hours**” means 9.00am – 5.00pm (UK time) during a Working Day.
- If Customer’s resident population exceeds the limit as set out in the Hosted Service description, Netcall may increase the Hosted Service charges to reasonably reflect the increased population. Any such increase shall take effect 30 days following written notice to Customer.
- The Hosted Service is only for Customer’s internal use.
- The Hosted Service may not be operated by any form of computerised or robotic means.

2 System/Site Requirements & General Customer Responsibilities:

- Customer is responsible for granting Netcall reasonable access to the location(s) from which Customer accesses and uses this Hosted Service and for all aspects of the licensing and maintenance (including any charges in relation thereto) of the Core Systems (including but not limited to application programming interface(s) (APIs), data storage and back-up).
 - Customer will facilitate reasonable access to Customer’s test system for Netcall, for the purposes of testing Customer’s digital process automation services with Customer’s Core Systems APIs.
 - This Hosted Service includes Virtual P2P VPN comms line.
 - Customer shall:
 - provide Netcall with Customer Data to be processed and the associated look-up data files in a timely manner to support the Service Level;
 - provide details of any significant changes expected in the scope or volume of Customer Data to be processed;
 - provide four (4) weeks’ notice of any planned upgrades or changes to Customer infrastructure where this may affect the Hosted Service; Netcall reserves the right to make charges for work carried out to support the continuation of the Hosted Service as a result of any upgrade or change;
 - implement any agreed reasonable changes to firewalls within five (5) Working Days of receipt by Customer of written instructions on the changes required from Netcall;
 - allow reasonable access to Customer’s premises and Customer hardware, software or communications technology supplied or licensed or owned by Customer to enable Netcall to support the relevant communications link and the Virtual Server or perform maintenance or analyse problems associated with the Hosted Service as may be required;
 - comply with any regulations, conditions or restrictions on the use or transmission of its data including, but not limited to, those laid down by BT Group PLC or any other telecommunications company in respect of its terminals and the use of its telecommunications lines to access or download data.
 - Netcall shall have no responsibility for loss of Customer Data once the corresponding Service Outputs have been exported into the Core Systems.
 - Unless otherwise agreed by the parties in writing, Netcall will retain copies of the Service Outputs for a period of one (1) month, after which these will be destroyed.
 - Customer is responsible for ensuring that xml presented to the Hosted Service by third party (non-Netcall supplied) web forms complies with the schema supplied, or agreed to, by Netcall.
 - **Include any additional CADs**
- Virtual Server(s)
- Customer will supply the number of Virtual Servers as specified in the Hosted Service description. Each Virtual Server must be provided to the following minimum specifications for the duration of this Agreement:
 - 32Gb RAM.
 - Intel® Xeon® 3.0GHz minimum or equivalent (4 Core / 8 Thread).

- 500Gb of usable disk space.
- Windows Server 2022 or later.
- On the Virtual Server(s) Netcall will perform the following for the duration of this Agreement only:
 - Maintain the Microsoft patch levels and provide any local software (SQL Server), firewall and anti-virus and updates.
 - Install and maintain necessary Netcall service applications.
 - Provide one restricted Customer login (per local host) for backup/emergency use (subject to a DPIA).
 - Monitor the Virtual Server(s) using Microsoft Defender for Cloud (or a suitable alternative) for vulnerabilities and patch accordingly.
 - Netcall will use reasonable endeavours to maintain a Microsoft posture score above 85% across the estate.
- In relation to the Virtual Server(s) Customer must keep weekly backups (as a minimum) of the Virtual Server/image in case of failure for restoration.
- Network connectivity will be achieved by an encrypted VPN using Pre-Shared Key (PSK) between the Netcall Service Centre in Azure and Customer, liaising with Local ICT in its provision.

3 Service Level:

- Netcall will use its reasonable endeavours to ensure that this Hosted Service meets or exceeds the following service level: Netcall shall export the Service Outputs into the Core Systems within 8 Working Hours of receipt of the applicable Customer Data by Netcall via the Hosted Service.
- Any failure by Netcall to provide this Hosted Service in accordance with the Service Level which is caused by or results from any Excusable Downtime will not constitute a failure by Netcall to meet the Service Level.
- Definitions:
 - “**Emergency Situation**” is an instance when Customer is experiencing severe, adverse operational impact related to this Hosted Service and for which Customer, on an exception basis, requests that Netcall respond and work to resolve outside the normal service level criteria.
 - “**Exceptions**” are: (1) any time Customer is in default under the Agreement; (2) Customer-initiated changes, whether implemented by the Customer or Netcall on behalf of Customer; (3) circumstances that constitute an Emergency Situation or a force majeure event; (4) any event or condition not wholly within the control of Netcall; (5) violations of the Netcall’s acceptable use policy; (6) the negligence or wilful misconduct of the Customer or others authorised by Customer to use this Hosted Service; (7) any failure of

any component for which Netcall is not responsible, including but not limited to all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or web site content; (8) any scheduled or emergency maintenance, up to an accumulated total of 24 hours per calendar month; (9) this Hosted Service being intentionally suspended by Netcall, where it is entitled to do so under the Agreement and/or (10) any time Customer Data volumes exceed a reasonable daily average.

- “**Excusable Downtime**” is where this Hosted Service is unavailable for use by users due to: (1) Exceptions; (2) a Scheduled Outage; or (3) any other situation that is not attributable to Netcall’s failure to exercise due care in performing its responsibilities.
- “**Scheduled Outage**” is the aggregate number of hours in any calendar month during which this Hosted Service is scheduled to be unavailable for use by users due to planned activities such as preventive maintenance or upgrades. Maintenance windows will be announced in advance by Netcall. Such announcements will generally be supplied with 2 Working Days’ notice or other time periods subject to agreement between Netcall and Customer. For the avoidance of doubt, a Scheduled Outage is not considered a problem with this Hosted Service.

4 Data Protection:

- The following will apply to Netcall's processing of the Personal Data as part of the Hosted Service:

Subject matter of the Processing:	Webcapture For the purposes of billing and collection of Council Tax and/or Business Rates. Benefits Forms and Benefits Integration Modules For the purposes of Housing Benefit and CTR administration. UC CTR Claims and UC CTR Discounts Modules For the purposes of Universal Credit administration.
Duration of the Processing:	Duration of Agreement and thereafter to the extent required to fulfil Netcall's express contractual obligations.
Nature and purposes of the Processing:	Webcapture The Processor/Sub-processor will process the personal data it receives from citizens or businesses via on-line web forms. The Processor/Sub-processor will process the data and transmit this to the Controller where the data is fed directly into the NEC OR MRI Revenues and Benefits database using the standard NEC OR MRI Revenues & Benefits APIs and the accounts are adjusted in accordance with business rules approved by the Controller. The Processor/Sub-processor also creates and sends the Controller a copy of the information that the customer of the Controller completed on the form and a PDF rendition of this information is either stored in the Controller's document management system or is available for download from the Netcall secure reporting portal. UC CTR Claims Module The Processor/Sub-processor will process the data supplied by the Controller that is supplied via the DWP hub and transmit this to the Controller where the data is checked with Customer's Benefits database using the standard NEC OR MRI APIs and the files are cleansed and adjusted in accordance with business rules approved by the Controller. This file is then sent back to the Controller for loading into the NEC OR MRI Benefits database. The Processor/Sub-processor also creates and sends Customer a copy of the information of each record on the file supplied by the Controller and a PDF rendition of this information is sent to and stored in the Controller's document management system. UC CTR Discounts Module The Processor/Sub-processor will process the data supplied by the Controller via the DWP hub and that data will then be transmitted to the Controller using the standard NEC or MRI Revenues & Benefits APIs into the Revenues system to award a discount. The accounts are adjusted in accordance with business rules and the specific scheme for Customer to determine the award of the discount. The Processor/Sub-processor also creates and sends Customer a copy of the information that Customer completed on the form and a PDF rendition of this information is sent to and stored in the Controller's document management system.
Type of Personal Data:	Webcapture - Name, current address, previous address(es), date of birth, reference numbers, telephone numbers, email addresses, banking details, Landlord or Solicitors information, Employers information Benefits agency information. Other information as required for the collection and enforcement of the collection of Council Tax and Business Rates. Benefits Forms and Benefits Integration Modules - Name, current address, previous address(es), date of birth, reference numbers, telephone numbers, email addresses, banking details, Landlord or Solicitors information, Employer's information, Income, Rent, Dependants, Employment information Income and Capital, Rent information, Property Information, Nationality. Other information as required for the purposes of Housing Benefit and CTR administration. UC CTR Claims and UC CTR Discounts Modules - Name, current address, date of birth, NINO, Gender, UC Claim Details, Other Benefits, Dependants, Non-Dependants, Childcare Provision, Termination of claim, UC Maximum Award, Unearned Income and Benefits, Net Earnings, Monthly UC payment, NI amount, Net Pay amount, Tax amount, Pension

contributions. Other information as required for the purposes of Housing Benefit and Universal Credit administration. Data collected for the purposes of UC CTR Discounts such as NINO and Date of Birth will also be captured for the purposes of calculating the Council Tax liability.

Benefits Forms and Benefits Integration Modules

Citizens liable for Council Tax
 Citizens claiming Housing Benefit or CTR
 Occupiers of properties
 Landlords/Letting agents/Management agents
 Sole traders' liable for Business rates/BIDs
 Owners of properties
 Students
 Controller staff

Categories of Data
 Subject:

UC CTR Claims

Citizens claiming Universal Credit
 Data Controller staff

UC CTR Discounts

Citizens liable for Council Tax
 Citizens claiming Housing Benefit or CTR
 Occupiers of properties
 Owners of properties
 Students
 Controller staff

- Notwithstanding anything to the contrary herein: (a) Customer has approved the use by Netcall of the sub-contractors and sub-processors of Personal Data listed in the table below and (b) Customer acknowledges and accepts that Netcall has contracted with these third parties on their standard terms and subject to their standard service offerings.

Service provider	Nature of processing	Location of processing
Netcall Systems Limited	Cloud computing services.	UK and/or European Union
Granicus-Firmstep Limited	Cloud computing services.	UK
Govtech Solutions Limited	Cloud computing services.	UK and/or European Union
Microsoft (Azure)	Cyber security services.	UK and/or European Union