TERMS OF USE
ARDENS HEALTH INFORMATICS LTD, ARDENS-Q LTD, ARDENS WORKPLACE LTD

1. DEFINITIONS

Term	Definition
"Access Details"	the account and log-in details necessary to allow Ardens to carry out the Installation, and any other details which Ardens may reasonably request in order to permit the Customer to access any of the Ardens Products.
"Activation Date"	has the meaning given to it in clause 4.3.
"Ardens"	means either (i) Ardens Health Informatics Limited, Company Registration no. 08811975, having its registered address at Springfield Cottage, Long Close West, Downton, England, SP5 3HG; or
	(ii) Ardens-Q Limited, Company Registration No. 11730328, having its registered office at Unit 11, Oasis Business Park Stanton Harcourt Road, Eynsham, Witney, England, OX29 4TP; or
	(iii) Ardens Workplace Limited, Company Registration no. 12541923, having its registered address at Springfield Cottage, Long Close West, Downton, England, SP5 3HG
"Ardens Clinical"	a service provided by Ardens to build, deliver and support the Ardens EMIS Resources and the Ardens SystmOne Resources
"Ardens EMIS Resources"	a collection of Ardens data entry templates, searches/reports, alerts, documents and protocols built on EMIS Web that enable data viewing, entry and reporting of health care data as well as Ardens Manager administration, service and contract management resources, for which the Customer has purchased licences from Ardens for their Use or which are the subject of a Trial Licence.
"Ardens Manager"	means the Ardens cloud-based software for use as a practice management solution which is hosted through a secure cloud based web service at www.ardensmanager.com.

"Ardens SystmOne Resources"	a collection of Ardens data entry templates, searches/reports, alerts, views, documents, protocols and autoconsultations built on SystmOne that enable data viewing, entry and reporting of health care data as well as Ardens Manager administration, service and contract management resources, for which the Customer has purchased licences from Ardens for their Use or which are the subject of a Trial Licence.
"Beta Licence"	the licence granted in respect of a Beta Product, as set out in clause 3.5.
"Beta Product"	any cloud service or software application which is provided to the Customer pursuant to a Beta Licence, as detailed in the relevant Confirmation Email.
"**Beta Testing Period**"	the period of use of the Beta Product and Beta Licence as specified in the Confirmation Email.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charges"	the charges payable by the Customer for the supply of the Products in accordance with clause 14 (where appropriate).
"Commencement Date"	has the meaning given in clause 2.6.
"Conditions"	these terms and conditions, located at www.ardens.org.uk/terms, as amended from time to time in accordance with clause 16.4.
"Confidential Information"	information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.
"Confirmation Email"	has the meaning given to it in clause 2.5.
"Consultancy Services"	the services provided by clause 7.
"Contract"	the contract between the Customer and the relevant Ardens entity comprising these Conditions and the

	relevant Order, governing the supply of the Products.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Customer"	the person or firm who purchases a licence to any of the Products from Ardens, or the person or firm who has the benefit of such a licence which has been purchased for them by a Purchaser.
"Data Processing Schedule"	means the document provided at schedule 1.
"Documentation"	the operating manuals, user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by Ardens regarding the use of the Products.
"EMIS Web"	a hosted patient record database provided by Egton Medical Information Systems Limited which is used by the Customer to record interactions with their patients and maintain their medical records.
"Good Industry Practice"	the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a supplier of similar services to the Services governed by these Conditions.
"Initial Term"	1 year following the Activation Date.
"Installation"	the initial installation of the relevant Product(s) on the Principal GP IT System.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get- up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Principal GP IT System"	the Customer's EMIS Web or SystmOne electronic patient record system, as appropriate.
"Normal Business Hours"	09:00am to 17:00pm on Business Days.
"Product(s)"	any of: (i) the Ardens EMIS Resources; (ii) the Ardens SystmOne Resources; (iii) Ardens Manager; and (iv) any Beta Product, together with any supplementary Services or Updates thereto as may be licensed to the Customer from time to time in accordance with these Conditions.
"Product Licence"	either: (i) a Beta Licence; (ii) a Standard Licence; or (iii) a Trial Licence, to the Product(s) as indicated on the relevant Confirmation Email.
"Product Specification"	the specification of the Product(s) which can be found [here](#) and which may be updated by Ardens from time to time.
"Purchaser"	An Integrated Care Board, Federation, Primary Care Network or other umbrella organisation empowered to purchase software and services for the benefit of the relevant Customer.
"Renewal Period"	a period of 12 months.
"Services"	the Consultancy Services and the Support Services including (but not limited to) any services provided by Ardens in connection with Ardens Clinical and Ardens Manager.
"Standard Licence"	the licence granted in accordance with clause 3.3.
"Support Services"	the services further described in clause 13.
"SystmOne"	a hosted patient record database provided by The Phoenix Partnership (Leeds) Limited, which is used by the Customer to record interactions with their patients and maintain their medical records.
"Trial Licence"	the licence granted in accordance with clause 3.4.
"Trial Period"	the number of days from the relevant Activation Date, which period may be extended in exceptional circumstances at the sole discretion of Ardens on a case by case basis. For Ardens Clinical, the Trial Period is 90 days. For Ardens Manager, the Trial Period is 30 days.
"Update"	a release of any of the Products that corrects faults, adds functionality or otherwise amends or upgrades the relevant Product, but which does not constitute a new

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

1.1.   Interpretation

     1.1.1.   A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under it.

     1.1.2.   Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

     1.1.3.   A reference to **writing** or **written** includes email.

2.   BASIS OF CONTRACT

2.1.   The Customer may submit a Request at any time. Each Request provided to Ardens constitutes an invitation to treat by the Customer.

2.2.   No quotation given by Ardens in respect of a given Request shall constitute an offer and is only valid for a period of 30 days from its date of issue.

2.3.   Ardens may decide whether or not to accept the Customer's Request in its absolute discretion.

2.4.   Where the Customer has requested Consultancy Services, acceptance may be made contingent upon the agreement of a service specification pursuant to clause 7.1 of these Conditions.

2.5.   If the Request is accepted, Ardens shall notify the Customer in writing of its acceptance, giving details of the Products/Services ordered ("**Confirmation Email**"). Ardens shall also provide the Customer with a link to the Product Specification.

2.6.   A binding Contract shall be formed between Ardens and the Customer in accordance with these Conditions on the date of the Confirmation Email ("**Commencement Date**"). Where a Contract already exists between the Customer and Ardens pursuant to a previous Request, it shall be varied in

accordance with the most recent Confirmation Email, and the latest version of these Conditions then in force shall apply to the relevant Contract.

2.7. By concluding a Contract, the Customer hereby authorises Ardens to access the Customer Solution via the Principal GP IT System in order to carry out the installation and support the Products on an ongoing basis thereafter, for the term of the relevant contract.

2.8. Ardens shall use all reasonable endeavours to supply the Products and Services to the Customer in accordance with the Confirmation Email in all material respects.

2.9. Ardens shall use all reasonable endeavours to meet any performance dates specified in these Conditions or the Confirmation Email, but any such dates shall be estimates only and time shall not be of the essence in respect of them.

2.10. Any samples, drawings, descriptive matter or advertising issued by Ardens or found on its website and any demonstrations of the Products by Ardens are given, issued or published for the sole purpose of giving an approximate idea of the Products. They shall not form part of the Contract or have any contractual force.

2.11. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. LICENCE

3.1. In consideration of the mutual obligations contained herein (and, where indicated on the Confirmation Email, the payment of the Charges), the Ardens entity indicated on the relevant Confirmation Email grants to the Customer the appropriate Product Licence as set out in this clause.

3.2. All Product Licences granted in accordance with these Conditions shall be:

3.2.1. non-exclusive;
3.2.2. revocable;
3.2.3. limited to use by the Customer's employees and agents; and
3.2.4. limited to use of the Product(s) to which they apply in object code form.

3.3. Ardens hereby grants the Standard Licence:

3.3.1. for the use of the Products solely for the Customer's internal business purposes; and
3.3.2. for the Initial Term and any Renewal Terms agreed between the parties in writing from time to time.

3.4. Ardens hereby grants the Trial Licence:

3.4.1. for the purpose of permitting the Customer to evaluate the suitability of the Product(s) to which the Trial Licence relates for the Customer's practice needs and for no other purpose; and

3.4.2. for the Trial Period.

3.5. Ardens hereby grants the Beta Licence:

3.5.1. for the purpose of allowing the Customer to evaluate Beta Products prior to their release/inclusion as part of an existing Product;

3.5.2. subject to the acknowledgements and restrictions set out in clause 6; and

3.5.3. for the Beta Testing Period..

3.6. In relation to scope of use:

3.6.1. the Customer may not use the Products other than as permitted by the appropriate Product Licence without the prior written consent of Ardens, and the Customer acknowledges that additional Charges may be payable on any change of use approved by Ardens; and

3.6.2. the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify or make error corrections to any of the Products in whole or in part.

3.7. The Customer shall indemnify and hold Ardens harmless against any loss or damage which Ardens may suffer or incur as a result of the Customer's breach of any third-party terms howsoever arising, and Ardens may treat the Customer's breach of any third-party terms as a breach of the Product Licence.

4. PRODUCT ACTIVATION

4.1. If requested, the Customer shall supply accurate Access Details to Ardens within 5 Business Days following the Commencement Date.

4.2. Ardens shall carry out the Installation within a reasonable time following receipt of all relevant Access Details, via remote access to the Principal GP IT System. Following successful Installation, Ardens shall inform the Customer in writing that the Products they have ordered have been successfully installed and are ready for service (the "**Activation Date**").

4.3. Where Installation of new versions or iterations of Products takes place during a Product Licence term, Ardens shall use reasonable endeavours to communicate with the Customer in writing, the steps needed to make such Installation and the proposed Installation date.

4.4. Where the Access Details change during the term of the Contract, the Customer shall promptly provide Ardens with new valid Access Details in order to permit Updates and fixes to be installed.

5. WARRANTIES AND OBLIGATIONS

5.1. Ardens warrants that the Products will substantially comply with the Documentation.

5.2. No warranty is given by Ardens:

5.2.1. in respect of any Products which are the subject of a Trial Licence;

5.2.2. apart from those warranties and obligations set out in clause 6 below, in respect of a Beta Licence;

5.2.3. in respect of:

5.2.3.1. any data uploaded by the Customer during its day-to-day use of the Products;

5.2.3.2. any data uploaded by Ardens on behalf of the Customer; and/or

5.2.3.3. any delays, unexpected results, loss of data or communications resulting from the uploading of such data;

5.2.4. that the Principal GP IT System will continue to perform as it needs to in order to support the Products, and further that the functionality of the Principal GP IT System will not change, thereby potentially impeding or preventing the operation of the Products in the future;

5.2.5. that information which the Products request from a user is relevant and complete, either in respect of any particular patient's condition, or as to any aspect of the Customer's business; nor that any output from a Product is relevant and complete in relation to such matters; nor that any source document relied upon by a Product is correct and relevant;

5.2.6. that the Customer's IT system and internet connection will perform as they need to in order to support the Products, nor that emails and other communications sent using a Product will inevitably be received by the recipient, nor that the Principal GP IT System is available to the Customer via the internet;

5.2.7. that the Principal GP IT System is itself suitable for recording and processing patient data and/or complies with data protection law;

5.2.8. which relieves, in whole or in part, the Customer of any aspect of his or her duty to the patient, which may include exercising independent clinical judgment, checking that communications from Products have been received in a timely fashion by the intended recipient thereof and obtaining the necessary consents from the patient for the purposes of processing the patient's personal data using the Principal GP IT System.

5.3. The Products are provided "as-is." Ardens disclaims all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose and any warranties arising out of course of dealing or usage in trade.

5.4. Ardens shall use reasonable endeavours in accordance with Good Industry Practice to ensure that the Products are free of Viruses and other malicious code.

5.5. The Customer shall notify Ardens as soon as possible of any errors or functionality issues in any Product, providing any details as Ardens may reasonably request in respect of the same. Ardens will work with the Customer, as well as with the provider of the Principal GP IT System, to resolve any such errors. Where errors result from issues with the Principal GP IT System, it is the responsibility of the Customer to resolve them directly with the provider.

5.6. The medical information which may be part of the Products is provided without any representations or warranties, express or implied. Without prejudice to the generality of the foregoing paragraph, Ardens does not warrant or represent that such medical information:

5.6.1. will be constantly available, or available at all; or
5.6.2. is complete, true, accurate, up to date or non-misleading.

6. BETA PRODUCTS

6.1. Ardens shall:

6.1.1. provide the new Beta Product to the Beta Customer for feedback and evaluation purposes;
6.1.2. use commercially reasonable endeavours to make the Beta Product available 24 hours a day, seven days a week;
6.1.3. make all customer data inputted into the Beta Product available for download in a commonly available electronic format for a reasonable period following the Beta Testing Period, after which Ardens shall be free to delete it; and
6.1.4. provide support and training with respect to the Beta Product during Normal Business Hours.

6.2. Beta Customers shall:

6.2.1. provide reasonable feedback to Ardens concerning the features and functionality of the Beta Product at regular intervals;
6.2.2. submit feedback forms containing accurate, complete information as may be reasonably requested by Ardens with respect to the functionality of the Beta Product; and
6.2.3. co-operate in a timely manner with any reasonable request made by Ardens with respect to the Beta Product.

6.3. The Customer acknowledges and agrees that:

6.3.1. the Beta Product is not an Ardens product which is ready for commercial release by Ardens;
6.3.2. the Beta Product may not operate properly, be in final form or fully functional and may contain errors, design flaws or other defects;
6.3.3. it may not be possible to make the Beta Product fully functional, and Ardens reserves the right to abandon its development at any time and without any obligation or liability to the Customer; and

6.3.4.　　the information obtained using the Beta Product may not be accurate and may not accurately correspond to information extracted from any database or other data source;

6.3.5.　　use of the Beta Product may result in delays, unexpected results, loss of data or communications;

6.3.6.　　they shall not rely or depend on the Beta functionality for any reason and are solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored, or otherwise processed by the Beta Product;

6.3.7.　　they shall be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of its use of the Beta Product; and

6.3.8.　　all Intellectual Property Rights in the feedback provided by the Customer to Ardens regarding the Beta Product shall be owned by Ardens.

7.　CONSULTANCY SERVICES

7.1.　Where the Customer requests Consultancy Services from Ardens, the parties shall agree a service specification in writing in respect of the same, such specification to include:

7.1.1.　　details of the work to be carried out by Ardens;

7.1.2.　　the location(s) where the Consultancy Services are to be performed;

7.1.3.　　any milestones for service completion; and

7.1.4.　　the Charges applicable to the Consultancy Services.

7.2.　Ardens shall provide the Consultancy Services substantially in accordance with any agreed specification.

7.3.　Ardens shall:

7.3.1.　　provide the Consultancy Services with all due skill, care and ability; and

7.3.2.　　promptly furnish the Customer with any relevant information regarding the Consultancy Services.

8.　DATA PROTECTION

8.1.　In the event that Ardens processes personal data (as defined in UK data protection law) on behalf of the Customer, then it shall do so as a data processor in accordance with the Data Processing Schedule.

8.2.　The Customer shall only require Ardens to process personal data of which the Customer is a controller where such data is essential for the provision of the Services. In respect of personal data of the Customer's patients, the parties agree that Ardens will not process that personal data, or collect or retain any such personal data outside of the Principal GP IT System or any other Customer IT System (the "**Systems**" for this clause), save that:

8.2.1.　　In respect of Ardens Clinical, personal data, which relates to the Customer's patients, may be disclosed or made visible to Ardens

where Ardens remotely access the Systems (whether by screenshare, remote terminal or otherwise) (and such personal data shall at all times remains on the Systems) to perform the Ardens Clinical Services. Any processing of personal data in connection with the Customer's patients shall at all times be to the minimum extent necessary;

8.2.2. In respect of the Ardens Manager Services, such personal data will be collected, processed and retained outside of the Systems to the extent that, and only for as long as, it is necessary for the delivery of the Ardens Manager Services; and

8.2.3. Personal data may also be processed (but not retained for any longer than strictly necessary) outside of the Systems, where that is essential for the purposes of the delivery of the Services.

9. INDEMNITY AND LIABILITY

9.1. Ardens holds no responsibility for any content that is copied or shared with a third party in violation of these Conditions.

9.2. Ardens holds no responsibility for any reports generated by the Customer or Ardens through its use of any of the Products and/or Services and which the Customer may rely on in the course of its business.

9.3. The Customer indemnifies Ardens in respect of any liability or alleged liability of Ardens arising out of or in connection with the use or misuse of the Products.

9.4. Nothing in the Contract shall limit or exclude the liability of either party for:

9.4.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
9.4.2. fraud or fraudulent misrepresentation;
9.4.3. any indemnity given in these Conditions; or
9.4.4. any other liability which cannot be limited or excluded by law.

9.5. Subject to clause 9.4, all conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common law or in any other way) not expressly set out in these Conditions are excluded to the fullest extent permitted by law.

9.6. Subject to clause 9.4, in no circumstances shall Ardens' liability to the Customer of any nature arising out of or in connection with this Contract for a single incident or series of related incidents exceed the greater of:

9.6.1. the value of all invoices during the 12 months immediately preceding the date of the events giving rise to such claim, and
9.6.2. £1,000.

9.7. Subject to clause 9.4, Ardens shall have no liability for any indirect or consequential losses, or for any of the following types of loss or damage (whether direct or indirect):

9.7.1. loss of anticipated profits or earnings;

9.7.2.	loss of sales or business;
9.7.3.	loss of agreements or contracts;
9.7.4.	loss of anticipated savings;
9.7.5.	losses which are due to a change in the functionality of the Principal GP IT System which impedes or prevents the operation of the Products;
9.7.6.	loss of use or corruption of software, data or information;
9.7.7.	loss of or damage to goodwill;
9.7.8.	the security of the Customer's use of the Products;
9.7.9.	any loss arising out of or in connection with any incorrect or out-of-date information provided by the Customer to Ardens in connection with this Agreement, a Confirmation Email (or similar); or
9.7.10.	any loss arising out of or in connection with a breach of the Contract by the Customer.

9.8. This clause 9 shall survive termination of the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Customer acknowledges and agrees that Ardens is the owner of all the Intellectual Property Rights in the Products as defined in this Agreement and as updated from time to time.

10.2. Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Products or Services.

10.3. Insofar as the Products are updated, whether by incorporation of information supplied by the Customers or otherwise, the Intellectual Property of the Products as updated shall vest or remain vested in Ardens.

10.4. The Customer will not copy, distribute, sell, sublicense or otherwise transfer or make available the Products or any portion thereof to any third party, or remove from view any copyright legend, trademark or confidentiality notice appearing on the Products.

10.5. The Customer grants Ardens a fully paid-up, non-exclusive, royalty- free, non-transferable licence to copy and modify any materials provided by the Customer to Ardens for the purpose of supplying the Products.

11. CONFIDENTIALITY

11.1. The Customer acknowledges that the Products contain Confidential Information and trade secrets of Ardens.

11.2. The Customer undertakes that it shall not disclose to any third party without the prior written approval of Ardens, any Confidential Information in respect of any Product, including its features, screens, feedback, the content of any report generated by a Product, related technical information, or the results of any performance or functional evaluation or test.

11.3. The Customer will use no less than its best efforts to protect the Confidential Information from unauthorised use or disclosure.

11.4. The Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for the Customer's evaluation and use of the Products and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as those set forth herein.

11.5. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not include information that:

11.5.1. is or becomes publicly known other than through any act or omission of the receiving party;

11.5.2. was in the other party's lawful possession before the disclosure;

11.5.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.5.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

11.6. Subject to clause 11.7 below, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11.7. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.8. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any unconnected third party, provided that Confidential Information was not disclosed to that third party in violation of these Conditions.

12. CLINICAL GUIDELINES

12.1. All clinical guidance on Ardens, including all NICE guidance, is accurate at the time it was published. Please see the Clinical Governance Policy for further details. Ardens has a UK Open Content Licence to use National Institute for Health and Care Excellence Guidance, available from NICE. NICE guidance is prepared for the National Health Service in England and is subject to regular review and may be updated or withdrawn. NICE has not checked the use of its content by Ardens to confirm that it accurately reflects the NICE publication from which it is taken.

12.2. The medication protocols, alerts and reports are intended only as an aid to clinical judgement when a patient is stable on their medication. The patient may require more frequent monitoring when starting a medication, changing doses, altering other medications that they take and if disease remission or relapse occurs. The test result threshold ranges are only intended for use as a guide and interpretation of any results remains the responsibility of the Customer at all times.

12.3. Ardens does not assume or undertake to discharge any obligations or responsibilities of the Customer, product manufacturer or any other party, including but not limited to those responsibilities and obligations of the treating clinician in connection with clinical and treatment decisions.

13. SUPPORT

Ardens will provide Customers help, support, feedback and request mechanisms during Normal Business Hours. Urgent or out of hours support may be provided where agreed with the Customer in Writing, or subject to an agreement concluded between Ardens and the Purchaser. Such support services may be delivered by email, telephone, screensharing or remote access via terminal to the Customer's system or by any other method agreed between Ardens and the Customer.

14. CHARGES AND PAYMENT

14.1. Where the relevant Product has been licensed pursuant to a written agreement between Ardens and the Purchaser, the provisions of this clause shall not apply.

14.2. Where Charges are payable under a Contract, they shall be set out in the Confirmation Email or Consultancy Services Specification. The Customer shall pay the Charges in accordance with these Conditions, together with any traveling expenses incurred by Ardens in the performance of the Services. Any additional, chargeable items that are separate from the Charges shall be specified in the Product Specification, Confirmation Email, Consultancy Services Specification, or otherwise confirmed in writing to the Customer by Ardens.

14.3. Where the Customer has continued to use any Ardens Product following the expiry of a Trial Licence, Ardens may invoice the Customer for the Charges as though the Customer had purchased a Standard Licence to the relevant Product(s) and may suspend provision of the Product(s) until payment is received.

14.4. Ardens reserves the right to amend the Charges upon giving a minimum of 28 days' notice to the Customer prior to the commencement of the next Renewal Period.

14.5. Ardens shall invoice the Customer in advance of providing the Products and will commence or continue the supply of the Products (as applicable) only once payment in full is received, unless otherwise agreed in writing between the parties. Funds must be cleared before payment is accepted.

14.6. The Customer shall pay each invoice submitted by Ardens:

14.6.1. within 14 days of the date of the invoice; and

14.6.2. in full and in cleared funds to a bank account nominated in writing by Ardens.

14.7. Time for payment shall be of the essence of the Contract.

14.8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax or any other sales or service taxes chargeable from time to time.

14.9. If the Customer fails to make a payment due to Ardens under the Contract by the due date, then, without limiting Ardens' remedies under clause 16, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

14.10. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15. TERM AND TERMINATION

15.1. Each Contract which is subject to these Conditions shall commence on the Commencement Date and shall continue in force for the Initial Term, unless otherwise terminated in accordance with its terms. Save for where a Renewal Period or similar renewal term is specified in the Confirmation Email, the Contract shall thereafter automatically renew for one year on a rolling basis (which shall be deemed as the Renewal Period). Where a Contract automatically renews, either party may terminate the Contract on no less than 60 days' written notice to the other.

15.2. Ardens may terminate the Contract on the expiry of the Initial Term or any Renewal Period where:

15.2.1. any agreement between Ardens and a Purchaser under which Products are licensed to the Customer in accordance with these Conditions is terminated;

15.2.2. the Contract cannot be further renewed without payment of additional Charges in respect of the upcoming Renewal Period; or

15.2.3. the Customer is either unwilling or unable to pay the relevant Charges.

15.3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

15.3.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

15.3.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

15.3.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.4. Without affecting any other right or remedy available to it, Ardens may terminate the Contract with immediate effect by giving written notice to the Customer if:

15.4.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or

15.4.2. there is a change of control of the Customer.

15.5. Upon termination of this agreement:

15.5.1. the licence granted shall terminate;

15.5.2. all obligations owed by either party to the other under this agreement shall cease, save that (a) the indemnity shall continue; and (b) the obligation of confidentiality shall continue;

15.5.3. Ardens are unable to offer any refunds once a payment has been made for any of the Ardens packages; and

15.5.4. Customers shall immediately cease using the Products and the Products shall be removed from all Customers computers and any other devices upon which it is installed.

15.5.5. Ardens shall, at the choice of the controller, delete all personal data processed on behalf of the Customer and certify to the Customer that it has done so, or return all the personal data to the Customer and delete existing copies unless the law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

16. GENERAL

16.1. Force majeure.

16.1.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control.

16.2. Assignment and other dealings.

16.2.1. Ardens may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2.2. The Customer shall not, without the prior written consent of Ardens, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

16.3. Entire agreement.

16.3.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3.2. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.3.3. Nothing in this clause shall limit or exclude any liability for fraud.

16.4. Variation.

16.4.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5. Waiver.

16.5.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.6.   Severance.

16.6.1.   If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7.   Notices.

16.7.1.   Any notice under this Contract shall be in writing by one of the following methods (and by the following deemed dates of receipt):
16.7.1.1.   by hand: when delivered (or, if delivered outside Normal Business Hours, at 09:00 on the next Business Day);
16.7.1.2.   by first-class post or recorded delivery: on the second Business Day after posting; and
16.7.1.3.   by email: when received (or, if received outside Normal Business Hours, at 09:00 on the next Business Day).

16.8.   Third party rights.

16.8.1.   Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.9.   Governing law.

16.9.1.   The Contract, and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

16.10.   Jurisdiction.

16.10.1.   Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1
Data Processing Schedule

The purpose of this Schedule is to ensure that any personal data processed by Ardens on behalf of the Customer is adequately protected and to enable the Customer to meet its processing obligations under UK data protection and privacy laws.

1.   Interpretation

1.1.   Capitalised terms used in this Schedule shall have the same meanings as they have in the Contract. In addition, the following words shall have the following meanings in this Schedule:

"Customer Instructions"	documented instructions (including this Schedule) from the Customer regarding the processing of personal data by Ardens pursuant to a Contract;
"Data Protection Law"	applicable UK laws and regulations protecting the privacy of individuals and their fundamental rights and freedoms in relation to their personal data as amended and updated from time to time (including the Data Protection Act 2018 and the UK GDPR);
"Data Subject Request"	an actual or purported Data Subject Request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Law;
"Personal Data Breach"	an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.
"UK GDPR"	The version of the EU's General Data Protection Regulation (EU 2016/679) adopted into UK law following the UK's withdrawal from the EU on 1 January 2021 as defined by s.4(10) of the Data Protection Act 2018.

1.2. The terms "**personal data**", "**data subject**", "**processor**", **"controller"**, "**processing**", "**special categories of personal data**" (also known as "**sensitive personal data**") and "**supervisory authority**" have the meanings set out in Data Protection Law.

1.3. Capitalised words in this schedule shall have the definitions given them in the body of these Conditions.

2. Data processing particulars

2.1. The parties agree that the processor may process personal data from time to time in order to supply the Products or provide the Services. This personal data will be restricted to the categories of data subject and personal data as described in Annex I.

2.2. Any processing of personal data of which the Customer is the controller by Ardens shall (subject only to the provisions of paragraph 2.3 below) only be for the purpose of supplying the Products or the Services. Such processing may occur in situations where Ardens is required to access, configure, repair, restore or maintain the Principal GP IT System, or provide any Services in connection with the records stored on that System. The parties consider that the processing of personal data by Ardens in these circumstances and for that purpose is proportionate, necessary and appropriate (provided such processing is carried out subject to and in accordance with this Schedule).

2.3. Ardens may not process personal data of which the Customer is a controller otherwise than on the instructions of the Customer unless, and only then to the extent that, Ardens is required by law to undertake such processing and only provided that (except where prohibited by the said law) Ardens first informs the Customer of the applicable obligation and the nature of the processing which it will, pursuant to that obligation, be required to undertake.

2.4. Ardens shall inform the Customer promptly in the event that any instruction of the Customer pursuant to this Schedule or the Contract would result in Ardens processing the said personal data in a manner which infringes Data Protection Law.

3. Data Protection Arrangements

3.1. The factual arrangement between the parties dictates the classification of each party in respect of the Data Protection Law. However, the parties anticipate that the Customer shall act as a controller and Ardens shall act as a processor and in any such case Ardens shall only process personal data on and to the extent specified by the instructions of the Customer.

3.2. The Customer warrants that:

3.2.1. it is satisfied that there exists a lawful basis for the purposes of Article 6 of the UK GDPR for all of the processing of personal data which it instructs Ardens to undertake from time to time; and

3.2.2.   if, and to the extent that, Ardens is instructed to process personal data in one or more special category to which Article 9 of the UK GDPR applies, that one or more of the conditions set out in the said Article 9 also applies to that processing of those special categories of personal data.

3.3.   Ardens shall be permitted (and this paragraph comprises the Customer's general authority for Ardens) to appoint or replace sub- contractors, and to disclose personal data to them for processing in accordance with the Contract, provided always that:

3.3.1.   the Customer is provided with 30 days written notice prior to any change in the sub-contractors appointed by Ardens in which time the Customer may raise reasonable objections which Ardens will consider appropriately; and

3.3.2.   any sub-contractor only processes the personal data on Ardens' documented instructions and such processing is under a written contract which provides a level of protection for the rights and freedoms of individuals whose personal data is being processed which is at least equivalent to the protection provided in this Schedule; and

3.3.3.   the sub-contractor provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing will meet the requirements of Data Protection Law (including the requirements relating to security, integrity and confidentiality) and, where that sub-processor fails to fulfil its obligations, Ardens shall remain fully liable to Customer for the performance of those obligations.

4.   Security

4.1.   To the extent that Ardens is acting as a processor for and on behalf of the Customer, it shall:

4.1.1.   process such personal data (including that set out in paragraph 2) for the purposes of performing its obligations under the Contract and only in accordance with the terms of the Contract and any Customer Instructions (except where it is required to do so otherwise by law, in which case Ardens shall notify Customer of such beforehand, unless such notice is prohibited by law);

4.1.2.   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 risks to the rights and freedoms of natural persons, Ardens shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing in accordance with Data Protection Law;

4.1.3.   insofar as the same is not already required by the other provisions of this paragraph 4.1, ensure that it abides by all of the obligations to which it is subject by virtue of Article 32 of the UK GDPR;

4.1.4.   take all reasonable steps to ensure the reliability and integrity of any Ardens' personnel who shall have access to the personal data;

4.1.5.   ensure that access to the personal data is restricted to only those members of Ardens' personnel who require it in order to discharge Ardens' obligations under the Contract; and

4.1.6.   where the personal data are confidential, and without limiting the general provisions as to confidentiality contained in the Contract, keep them secret and not disclose them to any third party without Customer's prior written authorisation (except to the extent disclosure is required by law).

4.1.7.   ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5. Data subject rights

5.1.   If a data subject makes a request to Ardens or Customer relating to the exercise of his or her legal rights in relation to personal data, Ardens shall (taking into account Customer's duty to respond to the data subject within a specified period) provide Customer (at Customer's own cost based on Ardens' then hourly rates) any assistance it reasonably requires in order to facilitate that data subject's rights. Ardens' obligation to cooperate under this paragraph shall also apply to any requests to Ardens or Customer by a supervisory authority.

5.2.   To the extent that any Customer instructions:

5.2.1.   require additional effort and/or expenditure on the part of Ardens, this shall be reimbursed by the Customer in accordance with Ardens' then current standard rates; and/or

5.2.2.   serve to hinder or prevent Ardens' performance of its obligations under the Contract, the Contract shall continue despite such reduced performance, and:

5.2.2.1.   Ardens shall not be in breach of the relevant Product's Licence or any other agreement with the Customer as a result of it following Customer instructions; and

5.2.2.2.   the Charges which have been paid or which will become payable shall not be reduced (even in the event Ardens is unable to perform its obligations in part or in full).

6. Breach notification

6.1.   If Ardens becomes aware of a Personal Data Breach, it shall:

6.1.1.   notify the Customer without undue delay of the Personal Data Breach including details of how the breach occurred and what personal data may have been compromised;

6.1.2.   provide Customer with such information and assistance as it reasonably requires in relation to the Personal Data Breach (including in relation to action to remedy or mitigate the breach); and

6.2. except to the extent required by applicable law, upon the termination of the Contract for any reason, or earlier if instructed in writing by the Customer to do so, Ardens shall cease processing all personal data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Customer) all personal data and all copies in its possession or control (and it shall provide the Customer with a certificate signed by a duly authorised representative confirming it has done so).

6.3. Where the Customer makes any such request prior to the termination of the Contract, and it serves to hinder or prevent Ardens' obligations thereunder, the Contract shall continue despite such reduced performance, and:

6.3.1. Ardens shall not be in breach of the Contract with the Customer as a result of it following such Customer instructions; and

6.3.2. the Charges which have been paid or which will become payable shall not be reduced (even in the event Ardens is unable to perform its obligations in part or in full).

7. Audits and Privacy/Data Protection Impact Assessments

7.1. Ardens shall (at Customer's cost and subject to Customer providing appropriate confidentiality undertakings) provide reasonable cooperation with any request by Customer to carry out audits, inspections or impact assessments in connection with privacy and/or data protection. Ardens may satisfy its obligations under this clause by it making available copies of third-party audits, inspection reports or prior impact assessments. Nothing in this clause shall require Ardens to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information.

8. International Transfers

8.1. Ardens will not export personal data to a country outside the United Kingdom unless:

8.1.1. the transfer is on the basis of a valid adequacy decision made by the UK Government in accordance with Data Protection Law;

8.1.2. appropriate safeguards are applied (as set out in Data Protection Law (which, in the event of any uncertainty as to the appropriate safeguards to be adopted, shall mean the use of the International Data Transfer Agreement or any other model contract clauses in a form approved by the UK Government); or

8.1.3. such transfer is otherwise permitted under Data Protection Law.

Annex I
Processing and Categories of Data Subject and Personal Data

Description	Details
Categories of data subjects	Staff of the customer organisation *Patients of the customer organisation
Categories of personal data processed	*As part of our processing, we process the following pieces of Personal Confidential Data: • Gender • Postcode • Date of Birth • Date of Death • Medical Records • SRE Identifier
Categories of sensitive data processed	*Data relating to health *Sex life or sexual orientation *Race or ethnic origin
Nature of the processing	Ardens Clinical Ardens will view personal data where they remotely access such personal data (whether by screenshare, remote terminal or otherwise) that remains on the said Systems, to the extent necessary for the provision of the Ardens Clinical Services. Ardens Manager Services Personal data will be collected, processed and retained outside of the Systems to the extent that, and only for as long as, it is necessary for the delivery of the Ardens Manager Services.
Purpose of the processing for the Customer	To deliver the Ardens Clinical and Ardens Manager Services. For Ardens Manager, Data Processing allows practices, PCNs, ICBs and other Healthcare Organisations to monitor, aggregate and benchmark Primary Care activity. This facilitates optimal delivery of healthcare services and future planning. It also supports both national and local contract management and evaluation.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member	As a Processor Ardens are under a legal obligation to destroy or return all personal data upon the end of the contract.

state law to preserve that type of data	
Technical and organisational measures including technical and organisational measures to ensure the security of the data	*Ardens Manager operates on a UK based Amazon Web Services (AWS) Server and extractions from SystmOne are initially pulled through servers managed by AWS. We hold Article 28 data processing contracts with AWS. • Access to the clinical platform will be to an appropriately authorised member of staff through standard system access by the end user. • Access to the AWS console requires Multi-Factor Authentication and there are audit trails of access. Root level access is restricted via hardware multi-factor authentication. • All platform logins require strong passwords, with a minimum of 8 characters, including uppercase, lowercase, numbers and symbols. • All configuration and access within the AWS environment is constantly monitored to CIS benchmark standards in real time and any changes / unusual access attempts are recorded immediately. • All data provided to the front end platform is aggregated and contains no personally identifiable information. • Pre-defined reports within Ardens Manager ensure that only data necessary for the purpose is pulled through ensuring minimisation. Any unnecessary data is stripped out before long term storage. • All data that is stored persistently is stored in high availability cloud services with built in redundancies and backups. • All stored database data is encrypted. • All static file data (S3) is encrypted at rest. • All transmitted data is done so over SSL. • Region and Instance Level SLA with AWS provide 99.5% uptime percentage. • System configuration is done via templates to ensure consistency. • All activity within AWS is logged to their CloudWatch service. • AWS data centres have extremely high levels of physical security.

Only applies to Ardens Manager Services

Authorised Sub-Contractors and Sub-Processors

*The Customer has authorised the use of the following sub-processor:	
Amazon Web Services UK	
Address:	1 Principal Place, Worship Street, London, EC2A 2FA
Contact person's name, position, and contact details:	Meghana Biddappa, biddappa@amazon.com, Account Manager
Description of the processing allowed	Hosting the Ardens Manager product on the UK AWS Cloud Platform