

## **ORDER FORM Software as a Service (SaaS) (based on MSCON Managed Services)**

This is an Order placed under the framework agreement between (SCCL) (acting as the management function of the NHS Supply Chain) and the Supplier for the supply of Aidence managed services including Software as a Service] ("Framework Agreement").

The Contract, referred to throughout this Order Form, means the Contract between the Supplier and the Authority (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-off Terms and Conditions for the Supply of Services (hereafter, the "Call-off Terms and Conditions" or "Call-off Terms"). [The Call-off Terms and Conditions are substantially the terms referred to in [Appendix A](#) to the Framework Agreement, but have been amended in accordance with this Order Form to reflect the circumstances of the procurement.]

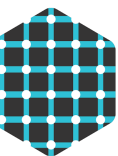
The Customer requests and the Supplier shall perform the Supplier Undertakings and other obligations on and subject to the terms set out or incorporated below. The Supplier shall provide the Services specified in this Order Form (including any Attachments to this Order Form) to the Customer on and subject to the terms of this Contract for the duration of the Term (and any extension thereof).

In this Order Form, capitalised expressions shall have the meanings set out in Clause 1 of the Contract Terms and Conditions to the Framework Agreement or the relevant Attachment to this Order Form in which that capitalised expression appears.

This Contract shall take effect on the Start Date (stated on the order form) and shall expire on the Expiry Date (stated on the order form), unless otherwise extended in accordance with the terms of the Contract (the "Term"). The Contract can be terminated at an earlier date by operation of Law or in accordance with the terms of the Contract. *The termination Trigger Period, the amount of days selected to include within Clause 11.2.1(b)*

This document contains the following:

1. Attachment 1 - [ATTACHMENT 1 - SUPPLIER UNDERTAKINGS AND SPECIFICATION](#)
2. Attachment 2 - [ATTACHMENT 2 - FINANCIAL OBLIGATIONS](#)
3. Attachment 3 - [ATTACHMENT 3 - DESCRIPTION OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS](#)
4. Attachment 4 - [ATTACHMENT 4 - TEMPLATE SECURITY AND CYBER POLICY](#)
5. Attachment 5 - [ATTACHMENT 5: CLAUSES](#)
6. Annex 1 - [APPENDIX A - CALL-OFF TERMS AND CONDITIONS](#)



## **ATTACHMENT 1 - SUPPLIER UNDERTAKINGS AND SPECIFICATION**

### **1. Managed Services**

- 1.1 The Supplier agrees that the performance of the Managed Services shall not entitle it to any rights of ownership in any of the Customer Data; all such data to include the content of any management and other reports, all performance monitoring information and all other output produced as part of the Managed Services.
- 1.2 The Supplier acknowledges that the Managed Services are critical to the Customer's business and that availability of the systems provided hereunder is paramount.

### **2. Functionality of the managed services**

The Supplier shall ensure that the Managed Services includes each of the functionalities described on the list in paragraph 1.

#### **2.1 Deliverables**

- 2.1.1 The Supplier will provide the Deliverables (if any) detailed in Paragraph 1 in accordance with any stated requirements.

### **3. Responsibilities in relation to the managed services**

Further to the responsibilities set out in the Order Form, the following responsibilities will be assigned to the Party specified below.

#### **3.1 Operations**

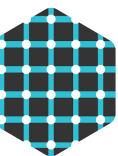
- 3.1.1 [The Supplier will provide the Managed Services across the Service Cover Time (see paragraph 1 of the Order Form). The Supplier will provide remote service management and technical teams to ensure the delivery of the Managed Services in line with the Service Levels and fix any issues which arise in accordance with the Service Levels and the Contract.]

#### **3.2 Security and access management (in addition to the responsibilities set out in Schedule H)**

- 3.2.1 [The Supplier will provide a secure password protected environment. The Supplier will provide the necessary tools for the Customer to restrict access as required and monitor access. The contractor will ensure all patient data that is moved out of the Customer network will be encrypted in line with recent NHS guidance.

#### **3.3 Monitoring/Reporting**

- 3.3.1 The Supplier will provide a 24/7 monitoring solution to enable them to pro-actively detect and resolve issues which may occur in any contractor provided element of the solution. The Supplier will provide reports and alerts to support this process.
- 3.3.2 The Customer shall provide environmental system monitoring and reporting for the core systems which include Veye Bridge Virtual Machine.



- 3.3.3 The Supplier shall provide capacity system monitoring and reporting for the core systems, which include a monthly report of solution performance.

**3.4 Responsibilities for Customer Software**

- 3.4.1 The Customer shall deploy the following software:

- (a) Google chrome is required by the Customer to access Veye Reporting.
- (b) A PACS is required by the customer to access the DICOM images.

**3.4.2 Governance responsibilities**

- 3.4.3 The Parties shall have the respective responsibilities as set out in Schedule C (Governance) of the Call-off Terms and Conditions.

**3.5 Help/Support/Service Desk**

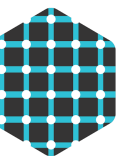
- 3.5.1 The Supplier will provide support in accordance with the Service Level Agreement

- 3.5.2 The Supplier will log each call or ticket with a unique reference number and assign each call or ticket with a Severity level. To enable fast resolution to the fault, the Supplier will collect the following information during the call logging.

- (a) Customer name and site location
- (b) Person calling and contact details,
- (c) Nature of the problem,
- (d) Status of equipment,
- (e) Equipment/Service availability,
- (f) System or component problem.

- 3.5.3 The information specified in paragraph 3.5.2 above will be entered into the service record, and a Supplier job number will be given as reference. These notifications, when entered on to the Suppliers service management system, serve as the starting point for response time calculations and any downtime calculations. If reporting by email or on-line, the clock will start at the point the completed form is received by the Supplier.

- 3.5.4 The Supplier Service Centre will pass the call to a UK Supplier Technical Specialist who will carry out a remote fix. The Technical Specialist must have authority to liaise directly with Customer staff to trouble shoot and resolve the issue.



- 3.5.5 The person logging the call will be updated with the job status throughout the life cycle of the job. Alternatively, the Customer can call the Service Support Number quoting the Supplier job number for update. There will be one contact number for the Supplier Service. The Supplier will provide access to an online portal to review job progress and provide Customer based updates.
- 3.5.6 Support for high severity calls (Severity 1 and 2) will be the same out of hours as in hours, with the same level of support available.
- 3.5.7 Where a dispute over severity level is identified the Supplier will resolve the call as per the Customer's request. The severity level will then be discussed at the service review meeting and any adjustments made if necessary.

### 3.6 Problem Management

- 3.6.1 The Supplier will find and fix any underlying Problems with the Supplier's System which gave rise to incidents via their Problem management Process.

### 3.7 On Site Service

- 3.7.1 The Supplier will assign service engineers to the Customer and shall ensure that such service engineers are made available on-site to maintain and rectify the system on a day to day basis as required.
- 3.7.2 The Supplier shall endeavour not to change or move the service engineers assigned to the Customer under paragraph 3.7.1 above.

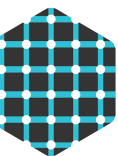
### 3.8 Transition Project - implementation of Managed Services

- 3.8.1 Implementation plan. To follow
- 3.8.2 Hardware/Software. Veye Bridge Integration document to follow
- 3.8.3 Documentation: See <https://www.aidence.com/ifu/> for documentation on the software device.
- 3.8.4 Training will be provided to all users prior to a go-live of the solution. It's the responsibility of the clinical lead at the Trust to ensure all users have received user-training.

### 3.9 Performance of Managed Services

#### 3.9.1 Measurement of performance

For performance metrics. <https://aidence.com/SLA/20210218>



### 3.9.2 Service Levels

The Supplier shall comply with each of the Service Levels as set out in SERVICE LEVEL AGREEMENT:  
<https://aidence.com/SLA/20210218>

All support requests need to be sent by e-mail to [support@aidence.com](mailto:support@aidence.com)

*The Supplier shall provide the Software as a Service 24 hours per day, 365 days per year (366 days per year in each leap year.)*

### 3.9.3 Standards

- (a) The Supplier agrees that it shall deliver the Managed Services using standards, practices, methods and procedures at all times conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.
- (b) In addition to the foregoing, the Supplier shall deliver the Managed Services in accordance with the following specific standards:
  - (i) ISO 13485:2016
  - (ii) ISO/IEC 27001:2013
  - (iii) NHS Data Security & Protection Toolkit 2021.

### 3.9.4 Key Personnel

- (a) The Supplier will use its best endeavours to ensure that the Key Personnel set out in the Order Form are not moved or changed during the Term.

### 3.9.5 Tender Representations

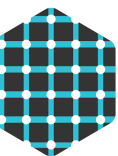
- (a) The Supplier agrees that, in entering into this Contract, the Customer was entitled to rely upon the information provided by the Supplier in its tender response and accepts that the Customer has so relied on such response. Without prejudice to any other rights and remedies of the Customer, if any aspect of such response is found to be untrue or misleading in any material respect, that shall constitute a Default entitling the Customer to terminate this Contract for breach on such written notice as the Customer determines (in its sole discretion and including with immediate effect).

### 3.9.6 Not used

### 3.9.7 Release Management

Please see Article 6.8-6.11 of the Customer License Agreement  
<https://aidence.com/CLA/20210218> in the Additional clauses section of this order form for a description of Supplier's Release Management process.

### 3.9.8 Collaboration and Third Party Working



- (a) The Supplier will work with any third party integrated contractors as required to resolve functional issues. These include but are not limited to all connections to third party systems not currently operational or connected to the contractors System which will be dealt with via the Change Control Process.

## 3.10 Upgrades and Updates

3.10.1 The Supplier will provide the Customer with all “Updates” at no cost as part of the Contract, unless separately commissioned by the Customer outside the current scope as defined by the Specification. Upgrades will be provided at the Suppliers discretion and may incur additional costs which can be managed via change control process.

3.10.2 A “Software Upgrade” is a software product that implements substantive new features and / or functionality. The release number of the Software will be from e.g. 2.0 to 3.0. Costs for the Supplier project management and training required for Upgrades are part of the MS Charges. The Supplier will ensure that Supplier Software Upgrades will not adversely affect the operation or functionality of the System. Upgrades will only be loaded into the Customer’s test environment, for testing and released into the live environment after consultation with the Customer. The Supplier will provide such Upgrades to the Customer as and when they become available and in accordance with the Suppliers upgrade schedule and the Customers request for upgrades.

3.10.3 The Supplier will provide the Customer with all “Updates” at no additional charge.

3.10.4 A Software Update is a software release that incorporates improvements or needed changes (such as statutory changes, DSCN’s / ISB’s) or fixes to previously released software, including bug fixes and patches, feature enhancements, and database modifications. The release number of the Software will be updated from e.g. 2.0 to 2.1 or 2.1.3 to 2.1.4. The Supplier will ensure that Supplier Software Updates will not adversely affect the operation or functionality of the System and will provide supporting training if required. New Updates will only be loaded into the Customer’s test environment, for testing and released into the live environment after consultation with the Customer. The Supplier will provide Updates to the Customer as and when they become available.

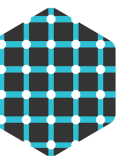
3.10.5 The Supplier will ensure that the quality of the Software is maintained when it has been updated through:

- (a) Configuration Management;
- (b) Change Management; and
- (c) Release Management.

3.10.6 The Supplier will maintain all hardware in line with the original equipment manufacturer’s service guidelines.

### 3.10.7 Scheduled Downtime

- (a) The Supplier will update the Customer in advance and on a case by case basis when downtime is required for upgrades, updates and maintenance. A suitable off-peak scheduled downtime will be agreed upon between Supplier and Customer.

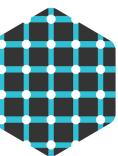


## 4. Transition

4.1 Not used.

## 5. Performance

(a) See Service Level Agreement <https://aidence.com/SLA/20210218>



## **ATTACHMENT 2 - FINANCIAL OBLIGATIONS**

Contract charges – Product information & Charges

See Fee Overview on the order form

*Details of the Software as a Service (SaaS) Services are set out in product information on the Order Form*

Payment terms – Payment Schedule

See invoice schedule on order form

*all amounts listed are excluding NHS Supply Chain Framework Management Fees*

1.1 Payment driver – [Managed Services Charges as each phased implementation of the Managed Services goes live]

1.2 Variation of Contract Charges – Please see SLA <https://aidence.com/SLA/20210218>

1.3 *Minimum notice period for Termination for Convenience is 30 days as per article 9.4(g) of the Aidence Customer Licence Agreement* <https://aidence.com/CLA/20210218>

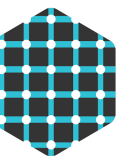
## **2. Financial limits**

2.1 The limit of liability for tangible, physical property damages shall be a sum which is 100% of the Charges paid or payable in respect of the 12 month period preceding the date on which the liability arose.

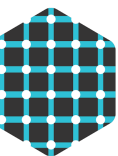
2.2 The limit of liability in respect of direct damage shall be a sum which is 100 %of the Charges paid or payable in respect of the 12 month period preceding the date on which the liability arose This limit of liability shall apply for the period from the Commencement Date. Insurance

2.3 For the avoidance of doubt, the required minimum levels of insurance set out below, shall not be interpreted to in any way limit the liability of the Supplier to the Customer – any such limit of liability being only as specified in the Contract.

The Supplier agrees that all insurance proceeds received by the Supplier shall be applied towards satisfaction of its applicable liabilities under this Contract.



| Value of Contract | Minimum cover required | Type of liability      |
|-------------------|------------------------|------------------------|
|                   | €6.5 million           | Property damage        |
| ---               | €6.5 million           | Public Liability       |
| ---               | €6.5 million           | Employee Liability     |
| ---               | €3 million             | Professional Indemnity |

**ATTACHMENT 3 - DESCRIPTION OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

<https://aidence.com/DPA/EN/20210621>

**ATTACHMENT 4 - TEMPLATE SECURITY AND CYBER POLICY**

<https://aidence.com/ISP/20210223>

**ATTACHMENT 5: CLAUSES**

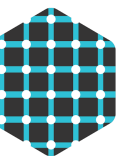
Dis-applied clauses

The clauses listed below from the Call-Off Terms shall not apply to the Contract ("Dis-applied Clause(s)") and shall be removed from the Terms and Conditions:

3.1.2, 3.1.3, 3.2, 5.4, 6.4, 7, 8.2.2., 8.2.4., 11.4, 13.4, 13.5, 13.7, 14, 15, 17, 21, 24, 25, 27, Schedules A, E, F,

**Any extensions to contract - Clause 2.3****2.3 Capacity of the Managed Services**

- 2.3.1 Starting at the initial OPERATIONAL DATE outlined in , the COMPANY charges a FEE for the SOFTWARE usage. The SOFTWARE usage FEE is calculated on the basis of the number of OUTPUTS (e.g. reports) generated by the SOFTWARE per twelve (12) months.
- 2.3.2 The CUSTOMER may purchase a specific number of OUTPUTS based on one or more volume bundles (hereinafter, "VOLUME BUNDLES"). Multiple VOLUME BUNDLES can be combined to reach a desired number of OUTPUTS. VOLUME BUNDLES must be paid upfront per twelve (12) months or by means of a FULL UP-FRONT PAYMENT for the TERM.
- 2.3.3 VOLUME BUNDLES are valid for twelve (12) months (hereinafter, "BUNDLE PERIOD"), unless otherwise agreed upon in this ORDER FORM. This means that OUTPUTS can only be used within the BUNDLE PERIOD. At the end of the BUNDLE PERIOD and/or on termination of the SUBSCRIPTION any unused OUTPUTS will expire and can not be used anymore. The COMPANY will never be obliged to reimburse any costs related to unused OUTPUTS.
- 2.3.4 VOLUME BUNDLES automatically renew at the end of the BUNDLE PERIOD during the TERM of the SUBSCRIPTION, unless otherwise agreed upon in this ORDER FORM.
- 2.3.5 On the EFFECTIVE DATE of this ORDER FORM, the CUSTOMER purchases an initial number of OUTPUTS through a VOLUME BUNDLE (hereinafter, "INITIAL VOLUME PURCHASE"). Starting at the OPERATIONAL DATE the BUNDLE PERIOD for the INITIAL VOLUME PURCHASE will commence.
- 2.3.6 If the CUSTOMER's SOFTWARE usage is estimated to exceed their purchased number of OUTPUTS, the CUSTOMER may purchase additional VOLUME BUNDLES (hereinafter, "ADDITIONAL VOLUME PURCHASE").
- 2.3.7 The COMPANY will inform the CUSTOMER when the CUSTOMER's SOFTWARE usage reaches 80% of the purchased OUTPUTS.



- 2.3.8 When the CUSTOMER's SOFTWARE usage reaches the maximum number of OUTPUTS, the COMPANY may switch off the SOFTWARE until such time as the CUSTOMER purchases additional VOLUME BUNDLES or until a BUNDLE PERIOD renews.
- 2.3.9 The PARTIES can agree to apply discounts to the VOLUME BUNDLES. Discounts apply only to the INITIAL VOLUME PURCHASE.
- 2.3.10 Any ADDITIONAL SERVICES purchased with this ORDER FORM will be charged according to the fees outlined in Annex 1 (Additional services).
- 2.3.11 After the TERM, the COMPANY reserves the right to amend its prices, depending on the developments of the PRODUCT, costs of the PRODUCT, market changes and other relevant factors.

## Supplier Acting as a Reseller - Clause 5.6.6

5.6.6.1 Where the Supplier is acting as a reseller and enters into a Sub-contract in respect of any of its obligations under this Contract relating to the provision of the Services as a reseller, the Supplier shall, without prejudice to any other obligations relating to Sub-contracting under this Contract, comply with Clause 5.6 of the Call-off Terms and Conditions.

5.6.6.2 In addition to Clause 5.6 of the Call-off Terms and Conditions, due to the nature of the services (as set out above) being Sub-contracted by the Supplier, the Supplier shall ensure that the Customer is able to rely on the following minimum Sub-contract requirements:

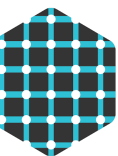
- (i) detailed scope of the services to be provided by the Sub-contractor which should replicate the sub-contracted element of Services to be provided by the Supplier, such details are as set out in the Service Specification set out in Attachment 1 (Service Specification) to this Order Form;
- (ii) in relation to the Customer's standard level of liability and insurance for the type of services being Sub-contracted, the Sub-contract must cover loss relating to the Customer and not just loss of the Supplier; and
- (iii) any Sub-contract must be governed by English law.

5.6.6.3 A copy of the relevant provisions of the Sub-Contract entered into between the Supplier and the Sub-contractor can be found below:

CUSTOMER LICENSE AGREEMENT: <https://aidence.com/CLA/20210218>

## Are the terms of SaaS Vendor being incorporated? - Clause 8.3.3

### 8.3.3 Incorporation of SaaS Vendor's Terms



Where it has been agreed (as per the Order Form) that the Supplier is supplying SaaS Services either: (i) as a reseller but subject to the standard terms of the SaaS Vendor; or (ii) as the SaaS Vendor themselves and subject to their standard terms then:

- (a) the terms embedded immediately below shall apply to the SaaS Services (the “SaaS Terms”);
- (b) such terms shall be read alongside these Call-off Terms which shall apply to the extent they do not conflict with the SaaS Terms;
- (c) the SaaS Terms shall comply with the following minimum threshold requirements:
  - (i) reasonable service suspension triggers (if any) and a related reasonable acceptable use policy. The Sub-contractor shall not be entitled to suspend the services where this is avoidable through other reasonably practicable measures;
  - (ii) reasonable service credit eligibility criteria (if any);
  - (iii) an obligation on the Sub-contractor to ensure that the software is available in accordance with published availability service levels and provide meaningful remedies for unavailability of the software including but not limited to service credits;
  - (iv) a functionality warranty in respect of the software and an obligation on the Sub-contractor to fix any functionality issues within a reasonable period of time and meaningful remedies for a failure to fix;
  - (v) meaningful data loss remedies and defined process;
  - (vi) adequate exit provisions regarding data and any other exit requirements reasonably requested by the Authority; and
  - (vii) governed by English law.

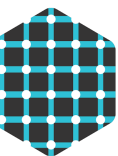
**Minimum notice period for Termination for Convenience is 30 days as per article 9.4(g) of the Aidence Customer Licence Agreement <https://aidence.com/CLA/20210218> - Clause 11.4**

Termination for convenience

#### 11.4 Termination For Convenience

11.4.1 The Customer may terminate this Contract, in whole or part, for any reason at the end of the last day of the Initial Period or on any anniversary thereof. This termination right shall be exercised by the Customer in accordance with Clause 11.4.2 and termination shall take effect at the end of the Initial Period, or on any anniversary of the end the Initial Period thereafter (as applicable in the circumstances).

11.4.2 To exercise its right to terminate for convenience, the Customer shall give the Supplier written notice of termination and shall give no less than the required minimum notice period specified in the Order Form (whether terminating at the end of the last day of the Initial Period or on any anniversary thereof). If no minimum notice period is stated in the Order Form the minimum notice period for termination for convenience shall be ninety (90) days.



## **Trial Periods - Clause 19.1.2**

Acceptance of the Managed Services for the purposes of confirming satisfactory completion of the implementation of the Managed Services (which Managed Services shall, in any event, always be subject to subject to the rights of termination of all or any part of this Contract under the Call-off Terms and Conditions) shall not occur until successful completion of the Trial Period.

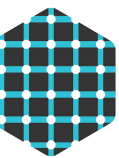
## **SECURITY AND CYBER STANDARDS**

Security and Cyber Standards at Schedule E of the Call-off Terms & Conditions are agreed.

Schedule E:

shall mean any standards reasonably applicable, given the Supplier's expertise and the Services provided, and which shall always include:

1. ISO/IEC 27001 Information Security Management (certification acquired)
2. NHS - Data Security and Protection Toolkit



# aidence

## APPENDIX A - CALL-OFF TERMS AND CONDITIONS

<https://www.aidence.com/wp-content/uploads/2021/12/MS-Con-Terms-Conditions.docx.pdf>