

THIS AGREEMENT IS MADE THE DAY OF 2019

PARTIES

(1) **AT Learning Limited** a company registered in England and Wales (10223313) and whose registered office is at 26-28 Streatham Place, London, SW2 4QY ("**AT Learning**"); and

(2) [**CUSTOMER NAME**] whose main offices are at [**INSERT CUSTOMER ADDRESS**] (the "**Customer**").

BACKGROUND

The Customer wishes to secure the provision of certain services and a licence to use certain materials. AT Learning has agreed to provide such services and grant such licence in accordance with the terms of this Agreement.

THE PARTIES HEREBY AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in Schedule 1 apply in this Agreement.

2. TERM

2.1 This Agreement shall commence on the Commencement Date and shall continue in force for two (2) years (an initial 12 months with an automatic further 12-month renewal) unless terminated in accordance with its provisions or extended in accordance with Clause 2.2 ("**Term**").

2.2 The Customer may extend this Agreement by further one (1) year periods by paying the Renewal Fee prior to the anniversary of the Commencement Date.

3. AT LEARNING'S OBLIGATIONS

3.1 In consideration of the performance by the Customer of its obligations under this Agreement:

- (i) AT Learning grants a non-exclusive licence for the Customer and the GPs to use the Materials for the Permitted Purpose within the Territory during the period of this Agreement (the "**Licence**");
- (ii) AT Learning shall provide the Services in accordance with the terms of this Agreement.
- (iii) AT Learning shall use its reasonable endeavours to provide the Services and make the EZ Nav Web Portal available at reasonable times, except during Maintenance. AT Learning shall grant a right to use the EZ Nav Web Portal and its content in accordance with Schedule 3 (the "**Licence**");
- (iv) AT Learning (or its third party licensors) may provide minor improvements, updates, enhancements, modifications fault corrections, upgrade scripts, and changes to EZ Nav from time to time ("**Maintenance**"). During the provision of Maintenance, EZ Nav may be unavailable. AT Learning shall use its reasonable endeavours to ensure that the unavailability of the EZ Nav during its provision of Maintenance will not exceed more than fourteen (14) days in any calendar year;
- (v) where support services are specified as provided in Schedule 4, AT Learning shall use reasonable endeavours to respond to Faults reported to AT Learning's designated support email address.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (i) Perform (or procure the performance by the GPs) of the Customer Tasks in accordance with any dates specified by AT Learning;
- (ii) provide prompt co-operation and assistance and any information and/or documentation that AT Learning may reasonably require in order to enable AT Learning to provide the Services and procure that the GPs do the same; and
- (iii) permit AT Learning staff to have such access as AT Learning may reasonably require to the relevant premises, clinical systems and facilities for the purpose of providing the Services and procure that the GPs do the same; and
- (iv) comply with, and procure that the GPs comply with, the terms of Schedule 3 and shall indemnify AT Learning against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from the Customer's or the GPs' failure to comply with such terms, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any negligent act or omission by AT Learning.

5. CONTRACT PRICE

- 5.1 In consideration of the provision of the Services and the grant of the Licence, the Customer shall pay the Contract Price and Expenses to AT Learning in accordance with Schedule 4 Part B.
- 5.2 The Contract Price, Expenses and Renewal Fee shall be exclusive of value added tax which shall be payable by the Customer, where applicable, in addition to the Contract Price, Expenses and Renewal Fee.
- 5.3 If the Customer fails to pay any amount due under this Agreement on the due date for payment, AT Learning shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on any amount outstanding pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, such interest being charged as a separate, continuing obligation and not merging with any judgment.

6. LIABILITY

- 6.1 Each Party accepts unlimited liability to the other for:
- (i) death or personal injury caused by the negligence of that Party;
 - (ii) fraud committed by or on behalf of that Party; and
 - (iii) any other liability which may not be limited or excluded under any applicable law.
- 6.2 Subject to Clause 6.1, AT Learning shall not be liable to the Customer or the GPs for (a) any indirect or consequential loss or (b) any loss of income, use, profits, business, contracts, revenues or anticipated savings whether arising from tort (including, without limitation, negligence or breach of statutory duty), breach of contract or otherwise.
- 6.3 Subject to Clause 6.1, and without prejudice to Clause 6.2, AT Learning's total aggregate liability to the Customer or the GPs whether in contract, tort (including, without limitation, negligence or breach of statutory duty) or howsoever otherwise arising or caused in connection with the Materials, the Services or this Agreement generally, including, without limitation, any liability arising under or in connection with:
- (i) use of, or inability to use, the EZ Nav Site;
 - (ii) use of, or reliance on, the Material or any other content on the EZ Nav Site
- shall not exceed 50% of the Contract Price paid by the Customer.

- 6.4 AT Learning shall not be in breach of this Agreement to the extent that any neglect, default, act or omission of the GPs, the Customer, or any agent, staff or subcontractor of the Customer (including, without limitation, a failure to perform the Customer Tasks) results in a breach of AT Learning's obligations under this Agreement.
- 6.5 The Customer shall indemnify AT Learning against all any loss, damages, costs, expenses (including legal costs and expenses), claims or proceedings which it may suffer or sustain as a result of the acts, omissions or defaults of the Customer or the GPs, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any negligent act or omission by AT Learning.
- 6.6 Subject to Clause 6.7, AT Learning shall indemnify the Customer against any claim by a third party that the use of the Materials in accordance with the terms of this Agreement infringes the Intellectual Property Rights of that third party, except to the extent that such claim has been caused by any negligent act or omission by the Customer or the GPs.
- 6.7 AT Learning's obligation in Clause 6.6 to indemnify the Customer shall not apply unless:
- (i) the Customer gives AT Learning prompt written notice of the action or claim upon becoming aware of the action or claim;
 - (ii) the Customer grants AT Learning exclusive control over the defence and settlement of the action or claim; and
 - (iii) the Customer gives AT Learning reasonable assistance in the defence and settlement of the action or claim, as requested by AT Learning (all of the Customer's reasonable out-of-pocket expenses in giving assistance shall be paid by AT Learning).

7. CONFIDENTIALITY

- 7.1 Each Party shall, and shall use all reasonable endeavours to ensure that any person employed or engaged by that Party shall:
- (i) keep the other Party's Confidential Information confidential; and
 - (ii) use the other Party's Confidential Information only for the purposes of the performance of obligations under this Agreement.
- 7.2 Each Party shall restrict access to the other Party's Confidential Information to those persons employed or engaged by that Party, or to professional advisers, who need to know the Confidential Information in connection with the performance of obligations under this Agreement.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any information which:
- (i) is or becomes public knowledge other than by breach of this Clause 7; or
 - (ii) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - (iii) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (iv) is independently developed without access to the other Party's Confidential Information; or
 - (v) is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction.

8. DATA PROTECTION

- 8.1 Each Party shall comply with the Data Protection Act 1998 (the "**1998 Act**") and, in particular, with the obligations placed upon it by the seventh data protection principle set out in the 1998 Act ("**Seventh Principle**"), namely:
- (i) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed by the Seventh Principle;
 - (ii) only to process personal data (as defined in the 1998 Act) for and on behalf of the other Party, in accordance with the other Party's instructions and for the purposes of this Agreement and to ensure compliance with the 1998 Act; and
 - (iii) to allow the other Party to audit the other Party's compliance with requirements of this Clause 8.1 on reasonable notice and/or to provide the other Party with evidence of its compliance with the obligations set out in this Clause 8.1.
- 8.2 The Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. In particular, this includes each Party providing the other Party with reasonable assistance in complying with subject access requests under the 1998 Act.

9. INTELLECTUAL PROPERTY

- 9.1 All Intellectual Property Rights and all other rights in the Materials, the Deliverables and the AT Background shall be owned by AT Learning. All Intellectual Property Rights in the Customer Background shall be owned by the Customer.
- 9.2 AT Learning licenses the Intellectual Property Rights in the Deliverables to the Customer and any GPs free of charge and on a non-exclusive basis to such extent as is necessary to enable the Customer and any GPs to make reasonable use of the Deliverables and the Services. On expiry or termination of this Agreement, this licence will automatically terminate.

10. FORCE MAJEURE

- 10.1 If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than an obligation to make payment) by a Force Majeure Event:
- (i) that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented, hindered or delayed;
 - (ii) that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and
 - (iii) as soon as reasonably possible after the cessation of the Force Majeure Event that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.

11. TERMINATION

- 11.1 Either Party may terminate this Agreement immediately by notice in writing, if the other Party is in material breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days' of written notice of the breach being given by the terminating party.
- 11.2 AT Learning may terminate this Agreement immediately by notice in writing, if:
- (i) the Customer is Insolvent; or

- (ii) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment; or
- (iii) the Customer or the GPs dispute or challenge the validity of any of AT Learning's rights in relation to the Materials; or
- (iv) AT Learning shall cease at any time to have the right to grant the Licence in respect of all or part of the Materials.

11.3 Termination or expiry of this Agreement for any reason shall be without prejudice to any right or remedy of either Party which may have accrued prior to such termination or expiry.

11.4 On expiry or termination of this Agreement for any reason the Customer shall discontinue all use of the Materials and Deliverables and shall procure that the GPs do the same.

11.5 For the avoidance of doubt, upon expiry or termination of this Agreement, AT Learning shall continue to be entitled to receive, and the Customer shall continue to pay, the Contract Price and Expenses in respect of any Services provided up to and including the date of termination or expiry (including all Expenses falling due for payment up to the date of expiry or termination and all Expenses falling due for payment after the date of expiry or termination which arise from non-cancellable commitments).

11.6 Any provision of this Agreement which is either expressed to or by implication is intended to survive termination or expiry of this Agreement shall do so.

12. DISPUTE RESOLUTION

12.1 If a dispute arises between the Parties in relation to any matter arising out of or in connection with this Agreement which cannot be resolved by their authorised officers within ten (10) Business Days of the dispute arising, the Parties shall arrange for more senior representatives to meet solely in order to resolve the matter in dispute.

12.2 If the meeting referred to in Clause 12.1 does not resolve the matter in question within twenty (20) Business Days of the matter being referred to the more senior representatives, the Parties shall attempt to settle it by mediation in accordance with Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. To initiate a mediation, either Party may give notice in writing ("**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR asking CEDR to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour or one Party has failed to participate in the mediation process. Neither Party will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The Parties shall co-operate with any person appointed as mediator, providing him/her with such information and other assistance as he/she shall require and will pay the mediator's costs, as the mediator shall determine or in the absence of such determination such costs shall be shared equally.

12.3 Nothing in this Agreement shall prevent either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant dispute in accordance with the process set out in this Clause 12.

13. NOTICES

13.1 Any notice to be given under the Agreement shall either be delivered personally or sent by first class recorded delivery post. The address for service of each Party shall be its address as set out above or such other address as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:

- (i) if personally delivered, at the time of delivery;

- (ii) if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities

and, in proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class recorded delivery (as appropriate).

14. GENERAL PROVISIONS

- 14.1 Save as required by law and/or the requirements of any relevant stock exchange, neither Party shall release any publicity relating to any matter in connection with this Agreement without the prior written consent of the other Party.
- 14.2 Nothing in this Agreement shall be construed as establishing or implying a partnership or joint venture between the Parties or shall be deemed to constitute either Party as the agent of the other or allow either Party to hold itself out as acting on behalf of the other.
- 14.3 This Agreement supersedes all previous understandings and negotiations in respect of the Parties' obligations as provided in this Agreement. Each of the Parties acknowledges and agrees that, in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement, save for any Customer Tasks that have been notified to the Customer by AT Learning.
- 14.4 All representations (save in respect of fraudulent misrepresentation), warranties, conditions and other terms whether implied by statute or otherwise which are not expressly included in this Agreement and which might otherwise relate to the Services or the Licence are hereby excluded to the extent permitted by law.
- 14.5 The delay or failure by a Party to insist upon the strict performance of any provision, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 14.6 If any provision of this Agreement is agreed or held to be invalid or unenforceable, such provision shall not have the effect of invalidating or rendering unenforceable the remainder of this Agreement and the Parties agree that they shall immediately commence in good faith negotiations to vary the terms of this Agreement in order to remedy such invalidity or unenforceability.
- 14.7 The Customer shall not assign, novate, transfer or sub-contract the whole or any part of this Agreement, or any of its rights or obligations under it, or grant any sub-licence, without the prior written consent of AT Learning.
- 14.8 This Parties' respective rights and obligations under this Agreement shall continue for the benefit of, and shall be binding on their respective successor and assigns.
- 14.9 A person who is not a Party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. A person who is not a Party to this Agreement shall not be entitled to object to, or be required to consent to, any variation to this Agreement.
- 14.10 No variation to this Agreement shall be effective unless made in writing and signed by both Parties.
- 14.11 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one contract.

15. LAW

- 15.1 The Parties submit to the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed and construed according to English law.

IN WITNESS WHEREOF the Parties or their duly authorised representatives have signed this Agreement

Signed for and on behalf of AT Learning by:	Signed for and on behalf of the Customer by:
Signed.....	Signed.....
Name.....	Name.....
Position.....	Position.....
Date.....	Date.....

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1. In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

Agreement means this agreement between the Parties including the Schedules;

AT Background means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), information and materials provided by AT Learning relating to the Services which existed prior to the Commencement Date;

Business Day means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;

Commencement Date means the date of this Agreement;

Confidential Information means any and all information, data and material of any nature which one Party may receive or obtain from the other in whatever form in connection with the operation of this Agreement or otherwise relating in any way to the business, operations and activities of that Party, its employees, consultants, patients, agents and/or any other person with whom that Party has dealings;

Contract Price means the price payable by the Customer in respect of the provision of the Services and the grant of the Licence, as set out in Schedule 4, Part A, including the Subscription Fee and any fees for further support that may be incurred in accordance with this Agreement;

Customer Background means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form), information and materials owned by the Customer which existed prior to the Commencement Date but, for the avoidance of doubt, excludes the AT Background;

Customer Tasks means the tasks specified by AT Learning in writing, notified to the Customer;

Deliverables means all documents (including any drawing, map, plan, diagram, design, picture or other image, tape, disk or other

device or record embodying information in any form), products and materials developed by AT Learning or its agents, subcontractors, consultants and employees in relation to the Services in any form;

Expenses means the expenses payable by the Customer in respect of the provision of the Services as set out Schedule 4, Part A, Paragraph 2;

EZ Nav Site means the EZ Nav web portal detailed in Schedule 2, Part A;

Force Majeure Event means any event beyond the reasonable control of the Party claiming to be subject to the Force Majeure Event including, without limitation, strikes, lock-outs, labour or industrial disputes, acts of God, pandemic, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm;

GPs means general medical practitioners who are:

- (a) registered on the performers list maintained in accordance with section 91 of the National Health Service Act 2006; and
- (b) providing services to the Customer's population (where the Customer is a Clinical Commissioning Group) or the relevant patient list (where the Customer is a GP federation or GP practice) pursuant to The National Health Service (General Medical Services Contracts) Regulations 2015; The National Health Service (Personal Medical Services Agreements) Regulations 2015 or the Alternative Provider Medical Services Directions 2016,

and a reference to "GPs" includes employees of those GPs;

Index means the index set out in Schedule 4, Part C, Paragraph 1;

"Insolvent" means the occurrence of any of the following events in respect the Customer:

- (a) a shareholders' meeting is convened for the purpose of considering a resolution that the Customer be wound up or a resolution for its winding up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (b) the Customer is, or is deemed for the purposes of any law to be, unable to pay its debts or insolvent;
- (c) the Customer admits its inability to pay its debts as they fall due or suspends making payments on any of its debts or announces an intention to do so;
- (d) by reason of actual or anticipated financial difficulties, the Customer commences negotiations with creditors generally with a view to rescheduling any of its indebtedness, or a moratorium is declared in respect of any of the Customer's indebtedness;
- (e) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer;
- (f) a composition, assignment or arrangement with any creditor of any member of the Customer;
- (g) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer (in each case, whether out of court or otherwise) in respect of the Customer or any of its assets;
- (h) a resolution of the Customer or its directors is passed to petition or apply for the Customer's winding up or administration;
- (i) the Customer's directors giving written notice of their intention to appoint a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, or administrator (whether out of court or otherwise);

- (j) if the Customer suffers any event analogous to the events set out in (a) to (i) of this definition in any jurisdiction in which it is incorporated or resident;

Intellectual Property Rights means patents, trade marks, service marks, trade names, copyright, rights in databases, rights in designs, know-how and all and any rights of a like nature and any applications for protection of any of these rights;

Licence shall have the meaning given in Clause 3.1;

Materials means the materials which are the subject of the Licence, as detailed in Schedule 2, Part A, including the EZ Nav Site;

Party means AT Learning or the Customer as appropriate and **Parties** means both AT Learning and the Customer;

Permitted Purpose means access to the EZ Nav products by the Customer and the GPs;

Renewal Fee means the fee set out in Schedule 4, Part A, Paragraph 3;

Review Date means the date set out in Schedule 2, Part C, Paragraph 2;

Services means the services to be provided by AT Learning, as detailed in Schedule 2;

Subscription Fee means the fee set out in Schedule 4, Part A, Paragraph 1;

Territory means England and Wales.

2. References to any statute or order shall include any statutory extension, modification or re-enactment, and any order, regulation, bye-law or other subordinate legislation.
3. References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
4. References to a "Clause" or "Schedule" are to Clauses or Schedules of this Agreement; and references in this Agreement to "Paragraphs" are Paragraphs of the relevant Schedule.
5. References to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
6. The headings are for convenience only and shall

not affect the interpretation of this Agreement.

7. Words denoting the singular shall include the plural and vice versa.
8. Where a term of this Agreement provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be

treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

SCHEDULE 2**MATERIALS AND SERVICES****PART A: MATERIALS**

- EZ Nav Web Portal for audit, e-learning, online protocols and reporting
- All training materials associated with the provision of the Services

PART B: SERVICES

- GP Led workshop for GP and Practice Leads
- Expert Admin training sessions

Customer to note:

- Expert Admin training to be delivered to practices or groups of practices with total list size of no less than 20,000 patients.
- Expert Admin training to be attended by relevant members of administrative staff who have completed the baseline exercises on the EZ Nav Web Portal (Step 1) and watched the online learning modules on the EZ Nav Web Portal, else their participation in the Expert Admin training may not be permitted
- Additional support to be delivered to practices via WebEx or similar web based conferencing technology, with a fair use policy of no more than 2 session per practice within 12 calendar months of deployment.

SCHEDULE 3

LICENCE CONDITIONS

Use and protection of the Materials

1. The Customer and the GPs shall ensure that each use of the Materials bears the following:
 - (i) the following copyright identification: '© (year of publication)' (and the date to be placed in brackets after '©' shall be the date specified for that purpose by AT Learning for the particular Material); and
 - (ii) a notice to the effect that such Materials are used under licence from AT Learning.
2. The Customer and the GPs shall not do, or omit to do, anything to diminish the rights of AT Learning in the Materials or impair any registration of the Materials.
3. Nothing in this Agreement shall give the Customer or the GPs any right, title or interest in the Materials, other than the right to use them in accordance with the terms of this Agreement. The Customer and all GPs recognise AT Learning's title to the Materials and shall do nothing inconsistent with such title and shall not claim any right title or interest in the Materials or any part of it save as is granted by this Agreement.
4. The Customer and the GPs shall promptly call to the attention of AT Learning the use of any part of the Materials by any third party or any activity of any third party which might amount to infringement or passing off.
5. All goodwill and reputation generated in the Materials by the Customer and the GPs shall be generated on behalf of AT Learning and be for AT Learning's benefit and the Customer and the GPs shall hold any such goodwill generated as bare trustee for AT Learning.
6. The Customer and the GPs shall not dispute or challenge the validity of the Materials or any other rights of AT Learning in relation thereto, either during the period of this Agreement or at any time thereafter.
7. The Customer and the GPs shall provide all such assistance as AT Learning may require in relation to the maintenance and protection of the Materials or in relation to any application to register AT Learning as proprietor of the Materials in any part of the world.

8. The Customer and the GPs shall provide to AT Learning, promptly upon AT Learning's written request, a written report in reasonable detail of any matter in relation to the Customer's and/or the GP's use of the Materials as AT Learning shall specify.

Infringement of the Materials

9. The Customer and the GPs shall promptly notify AT Learning of any actual or suspected infringement within the Territory of the Materials or any other Intellectual Property Rights in or relating to them ("**Infringement**") that comes to their attention.
10. AT Learning shall have the sole right to take action against third parties in respect of any Infringement. The Customer and the GPs shall co-operate fully with AT Learning in taking all reasonable steps required by AT Learning in connection with any Infringement, including, without limitation, legal proceedings. AT Learning shall be responsible for the cost of any legal proceedings it requires and is entitled to any damages, account of profits and/or awards of costs recovered. The Customer and the GPs shall use their best endeavours to assist AT Learning in any legal proceedings relating to any Infringement.
11. The Customer and the GPs shall in no circumstances settle any claim or action against third parties in respect any Infringement without the prior written consent of AT Learning.

Reservation

12. AT Learning reserves the right to grant licences of the Materials within the Territory to other licensees and to use the Materials in any other manner.

EZ Nav Site

13. The Customer and the GPs acknowledge and agree that:
 - (i) the EZ Nav Site, the Materials and any other content on the EZ Nav Site are provided on the basis that the Customer and the GPs use the EZ Nav Site, the Materials and other content for the Permitted Purpose only. AT Learning excludes all implied conditions, warranties, representations or other terms that may apply to the EZ Nav Site, the Materials and any other content on the EZ Nav Site;

- (ii) AT Learning may restrict the Customer's and the GPs' access to the EZ Nav Site (or parts thereof), at any time or for any period for the performance of maintenance on the EZ Nav Site or, if in AT Learning's opinion the Customer or the GPs have failed to comply with the terms of this Schedule;
 - (iii) AT Learning has the right to disable any user identification code or password for the EZ Nav Site (whether chosen by the Customer or the GPs or allocated by AT Learning to the Customer or the GPs) at any time, if in AT Learning's opinion the Customer or the GPs have failed to comply with the terms of this Schedule;
 - (iv) the Customer and the GPs are responsible for making all arrangements necessary for them to have access to the EZ Nav Site; and
 - (v) the Customer and the GPs shall not frame the EZ Nav Site on any other site, or create a link to any part of the EZ Nav Site;
 - (vi) where the EZ Nav Site contains links to other sites and resources provided by third parties, these links are provided for information only and such links are not to be interpreted as approval by AT Learning of those linked websites or information obtained from them;
 - (vii) AT Learning may update and change the EZ Nav Site and any general terms of use specified by
- AT Learning in respect of the EZ Nav Site from time to time provided that AT Learning will not implement any change to the EZ Nav Site which would have a material adverse affect on the use of the EZ Nav Site without the consent of the Customer (such consent not to be unreasonably withheld or delayed).
14. The Customer and the GPs shall not:
- (i) misuse the EZ Nav Site by knowingly introducing viruses or other material which is malicious or technologically harmful; or
 - (ii) attempt to gain unauthorised access to the EZ Nav Site, the server on which the EZ Nav Site is stored or any server, computer or database connected to the EZ Nav Site.
15. Subject to Clause 6.1, AT Learning will not be liable for any loss or damage caused viruses or other technologically harmful or malicious material that may infect the Customer's or the GPs' computer equipment, computer programs, data or other proprietary material due to the Customer and the GPs' use of the EZ Nav Site or to the Customer's or the GPs' downloading of any material from the EZ Nav Site.
16. The terms set out in this Schedule are without prejudice to any general terms of use as specified by AT Learning in respect of the EZ Nav Site. The Customer and the GPs agree that they are subject to, and shall comply with, any such general terms of use.

SCHEDULE 4

CONTRACT PRICE

PART A: CONTRACT PRICE AND EXPENSES

1. CONTRACT PRICE

The Customer shall pay to AT Learning an initial payment of [**£ plus VAT**], [**£ inclusive of VAT**] ("**Subscription Fee**"), to commence an initial 12-month license to the EZ Nav Web Portal and the associated training programme and resources.

An automatic service renewal at the 12-month Commencement anniversary for a further 12 months is agreed on the terms set out in this agreement, and will commence on payment of the Renewal Fee at the 11th month anniversary, as set out in the Renewal Fee section below.

Description	List Price	Total List Size	Sub total
EZ Nav:	RRP based on	0	£00.00
GP Led workshop for GP and Practice Managers/Leads	>100k patients		
Group Admin training sessions			
Web-based tool for audit, e-learning, online protocols and reporting	£0.25 per patient		
Expenses: Travel and accommodation			£00.00
		VAT	£00.00
		Total	£00.00

Should any further support be required, beyond the specified Services, AT Learning shall charge the Customer for such support at a day rate of £300 plus VAT.

2. EXPENSES

The Customer shall pay all reasonable expenses necessarily incurred by AT Learning in the course of the provision of the Services, subject to production of receipts or other appropriate evidence of payment. Such expenses shall include but not be limited to travel costs, venue hire, hospitality, AV equipment and other related costs.

3. RENEWAL FEE

An automatic renewal at the 12-month Commencement anniversary for a further 12 months is agreed on the terms set out in this agreement, and will commence on payment of the Renewal Fee at the 11th month anniversary.

The Renewal Fee at the 11th month anniversary will be at a rate of £0.10 plus VAT per patient according to the Customer's raw patient List Size at the 11th month anniversary (Renewal Date). Note that such a Renewal Fee does not cover any further training/workshop.

Should the Customer wish to further extend the Agreement in accordance with Clause 2.2 after the initial two (2) year period, it shall pay AT Learning the sum of £0.10 pence per patient plus VAT according to the patient List Size as at the Renewal Date for each further one (1) year period, to cover the continued access and maintenance of the EZ Nav Web Portal. Note that such a Renewal Fee does not cover any further training or workshops.

PART B: PAYMENT TIMETABLE**1. INVOICING**

- 1.1 AT Learning shall invoice the Customer for the Subscription Fee on the Commencement Date.
- 1.2 AT Learning shall invoice the Customer for the Renewal Fee on the Renewal Date.
- 1.3 AT Learning shall invoice the Customer for the Expenses and any further support required (at a day rate of £300 plus VAT) as and when such Expenses arise or such further support is required.

2. PAYMENT

- 2.1 The Customer shall pay any such invoice submitted by AT Learning within 30 days of the date of the invoice into such bank account as AT Learning may nominate to the Customer from time to time in cleared funds without deduction or set off.
- 2.2 If the Customer fails to pay any amount due under this Agreement on the due date for payment, AT Learning shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on any amount outstanding pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, such interest being charged as a separate, continuing obligation and not merging with any judgment.