

**NORTHGATE PUBLIC SERVICES (UK) LIMITED (“NPS”)**

**SUPPLIER TERMS - OptoMize**

**1. INTERPRETATION**

- 1.1 The definitions in this clause apply in these Supplier Terms. Other defined terms shall have the meanings ascribed to them set out in the G Cloud 11 Framework Agreement and the Call-Off Contract.

**Affiliate:** means any business entity from time to time controlling, controlled by, or under common control with, either party, whereby a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

**Authorised Users:** means those employees and independent contractors of the Buyer who are entitled to use the Software under this agreement, as further described in clause 3.2(d).

**Business Day:** means any day which is not a Saturday, Sunday or public holiday in England.

**Business Go Live:** means the date the first Authorised User(s) or Client accesses the Software.

**Client:** means a single workstation installed with the Software.

**Configuration Services:** means the configuration and related work referred to in clause 2.1 and Schedule 1, to be performed by the Supplier to configure the Software so that the Software materially conforms to the Software Specification.

**Buyer Data:** means the data inputted into the information fields of the Software by the Buyer, by Authorised Users, or by the Supplier on the Buyer's behalf.

**Deliverable:** means a defined level of functionality or other preset milestone within a particular phase of the Configuration Services, to be more particularly described in the Project Plan.

**Maintenance and Support:** means any error corrections, updates and upgrades that the Supplier may provide or perform with respect to the Software, as well as any other support or training services provided to the Buyer under this agreement, all as described in Schedule 3.

**Project Plan:** means the plan to be developed in the planning stage of the Configuration Services.

**Service Commencement Date:** means the date of the commencement of the provision of the ordered IT solutions, provided by the Supplier.

**Service Level Agreement:** means the service level agreement set out in Schedule 3.

**Services:** means the Configuration Services and/or Maintenance and Support as applicable, given the context in which the term is used.

**Sites:** means the healthcare and other locations detailed in the Order Form.

**Software:** means the proprietary software in machine-readable object code form only as described in Schedule 2 (including any error corrections, updates, upgrades, modifications and enhancements to the same provided to the Buyer under this agreement).

**Software Specification:** means the functionality and performance specifications for the Software, as set out in Schedule 2.

**Support Hours:** has the meaning set out in paragraph 4.2 of Schedule 3.

**Supported Environment:** means an environment under which the Software is tested and supported as set out in the appropriate documentation as may be provided by the Supplier to the Buyer from time to time (and as may be amended by the Supplier from time to time to reflect changes in third party systems (including, upgrades to Microsoft Windows) or other technologies).

**Training:** means the training provided by the Supplier to the Buyer as part of the Configuration Services, as further detailed at paragraph 5 of Schedule 1.

**Virus:** means any thing 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; improperly access, 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 user experience, including worms, time-bombs, protect codes, data destruct keys, Trojan horses, viruses and other similar things or devices.

## **2. CONFIGURATION SERVICES**

- 2.1 The Supplier shall perform the Configuration Services by reference to the timetable established between the parties in the Project Plan, pursuant to the Schedule 1. The Supplier shall use its reasonable endeavours to meet any performance dates set out in the Project Plan, but any such dates are estimates only, and time for performance by the Supplier shall not be of the essence of this agreement.
- 2.2 In respect of each Deliverable, the Buyer and the Supplier may agree a “*Deliverable Sign Off*” process. Within ten (10) days of the Supplier’s delivery to the Buyer of any Deliverable, the Buyer shall review the relevant Deliverable to confirm that it functions (in all material respects) in accordance with the applicable portion of the Software Specification. If the Deliverable fails in any material respect to conform to the applicable portion of the Software Specification, then the Buyer shall give the Supplier a detailed description of any such non-conformance, in writing, within the ten (10) day review period.
- 2.3 The Supplier shall use reasonable endeavours to correct any material error in the Deliverables, made known to the Supplier pursuant to clause 2.2, within a reasonable time. Upon correction of any such material error the Supplier shall submit the corrected Deliverable to the Buyer, whereupon the terms of clause 2.2 shall apply (in relation to the corrected elements of such Deliverable only).
- 2.4 If the Supplier does not receive any written comments from the Buyer within the ten (10) day period described at clause 2.2, or if any Authorised Users or Client uses the Software (other than for the purposes of clause 2.2) then the Deliverable shall be deemed to have been accepted by the Buyer and to conform with the Software Specification.
- 2.5 The Supplier shall use reasonable endeavours to ensure continuity of its personnel detailed at Schedule 2, but has the right to replace any of them from time to time where reasonably necessary in the interests of the Supplier's business.

## **3. MAINTENANCE AND SUPPORT**

- 3.1 Subject to clause 3.7, the Supplier shall perform the Maintenance and Support services. The Service Level Agreement shall apply with effect from the start of the month after the Configuration Services have been satisfactorily completed pursuant to clause 2.

3.2 In relation to Authorised Users:

- (a) the Buyer's access to and use of the Software shall be limited to the agreed number of concurrent Authorised Users able to access the Software at any time (as detailed in the Order Form);
- (b) the number of individual concurrent Authorised Users shall be jointly agreed between the Supplier and the Buyer and will be subject to a quarterly review;
- (c) the Supplier will monitor the number of concurrent Authorised Users on a monthly basis and shall notify the Buyer should the number of concurrent Authorised Users at any time exceed the limit agreed between the parties (such notification shall also set out any additional Fees payable by Buyer under this agreement resulting from such additional concurrent Authorised Users);
- (d) the Buyer shall maintain a written list of current Authorised Users of the Software; and
- (e) if the Buyer exceeds the agreed number of concurrent Authorised Users (as detailed in the Order Form) then the Supplier shall not be deemed to be in breach of any failure to meet any of its obligations in relation to Maintenance and Support (including, those set out in Schedule 3) as a result of the increased demand.

3.3 The Buyer shall ensure that each Authorised User keeps a secure password for his access to and use of the Software, that such password is changed no less frequently than monthly and that each Authorised User keeps his password confidential.

3.4 Without limiting the Supplier's other rights of audit, the Supplier may audit the Buyer's use of the Software. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and shall be exercised with reasonable prior notice in a manner so as to not substantially interfere with the Buyer's normal conduct of business.

3.5 Should an audit conducted pursuant to clause 3.4 reveal that passwords have been provided to individuals who are not Authorised Users then, without prejudice to the Supplier's other rights, the Buyer shall promptly disable such passwords and shall not issue any new passwords to such individuals (unless or until the appropriate charges due in respect of any additional concurrent users have been paid).

3.6 In relation to the Software:

- (a) the Supplier hereby grants to the Buyer, on and subject to the terms and conditions of this agreement, a non-exclusive, non-transferable licence to:
  - (i) install the Software on Clients at the Sites;
  - (ii) allow Authorised Users to access and use the Software solely for the Buyer's internal business purposes;
- (b) the Buyer shall
  - (i) configure, connect and design its network and IT infrastructure (including the security and integrity thereof) in accordance with recognised best practice to mitigate the risk of it being a target or a source of disruptions or network defects or attacks, including having in place at all times industry standard encryption software and adequate and appropriate protections against any Virus; and
  - (ii) not store, distribute or transmit any Viruses, or any material through the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based

on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

- (c) the rights provided under this clause 3.6 are granted to the Buyer only, and shall not be considered granted to any Buyer Affiliate (or any other third party);
- (d) the Buyer shall not:
  - (i) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
  - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
  - (iii) access all or any part of the Software in order to build a product or service which competes with the Software and/or the Services;
  - (iv) use the Software to provide services to third parties or use the Software on Clients other than at the Sites unless otherwise authorised in writing by the Supplier to do so;
  - (v) subject to clause 18.1, transfer, temporarily or permanently, any of its rights or obligations under this agreement;
  - (vi) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 3.6; or
  - (vii) permit more than the agreed number of concurrent Authorised Users to access and use the Software at any time;
- (e) the Buyer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and it shall notify the Supplier promptly of any such unauthorised access or use; and
- (f) the Supplier grants to the Buyer a licence of the third party software embodied in the Software allowing the Buyer to use the Software as contemplated by this agreement without breaching the rights of the relevant third parties (provided always that the Buyer has correctly identified itself as being an eligible public sector Buyer for the purposes of the relevant third party licensing terms (including, with regard to the eligibility criteria for PSA12 Licensing available from Microsoft) If the Buyer is held to be ineligible then additional licensing fees may apply (and be payable by the Buyer) as appropriate.

3.7 If the Buyer wishes to use the Software in an environment which is not a Supported Environment then it shall notify the Supplier in writing and the Buyer acknowledges that the Software has not been designed to function within such an environment and that its use within an unsupported environment is at its own risk and that the Software may not function correctly (or at all). The Buyer further acknowledges that any timescales or representations made by the Supplier in terms of the Services relate only to the use of the Software within a Supported Environment and that the delivery of the Services may be adversely affected (and the Supplier shall have no liability to the Buyer as a result of any delays, clinical risks or failure to support the Software to the extent that such issues are caused by the Buyer's system not being a Supported Environment).

#### **4. BUYER DATA**

- 4.1 The Buyer shall own all rights, title and interest in and to all of the Buyer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Buyer Data.
- 4.2 The Buyer shall be responsible for arranging for any necessary back-ups to be created in respect of the Buyer Data.
- 4.3 The parties acknowledge their respective duties under the Data Protection Legislation and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties. For the avoidance of doubt, the Buyer shall ensure that it has all necessary consents and permissions required in respect of the relevant data which is to be extracted or mapped (accordingly) so as to grant the necessary permissions to the Supplier to undertake the relevant data extraction and data mapping services on its behalf.
- 4.4 The Supplier shall achieve a minimum level 2 performance against all requirements in the NHS information governance toolkit. Where the Supplier has not achieved level 2 performance by the Start Date, the Buyer may, in its sole discretion, agree a plan with the Supplier to enable the Supplier to achieve level 2 performance within a reasonable time thereafter.
- 4.5 To the extent that the Supplier is acting as a data processor on behalf of the Buyer, the Supplier shall:
- (a) process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Buyer from time to time;
  - (b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such personal data, and against the accidental loss or destruction of or damage to such personal data having regard to the specific requirements within the agreement, the state of technical development and the level of damages that may be suffered by a data subject whose personal data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;
  - (c) take reasonable steps to ensure the reliability of employees who will have access to such personal data, and ensure that such employees are aware of and trained in the policies and procedures identified within this agreement; and
  - (d) not cause or allow such personal data to be transferred outside the European Economic Area without the prior written consent of the Buyer.
- 4.6 The Supplier and the Buyer shall ensure that personal data processed in accordance with this agreement is safeguarded at all times in accordance with applicable law, which shall include obligations to:
- (a) perform an annual information governance self-assessment using the NHS information governance toolkit;
  - (b) have an information guardian able to communicate with the Supplier's board, who will take the lead for information governance and from whom the Supplier's board shall receive regular reports on information governance matters, including details of any incidents of data loss and breach of confidence relevant to this agreement;
  - (c) (where transferred electronically) only transfer essential data that is (i) necessary for the performance of this agreement; and (ii) encrypted to the higher of the international data encryption standards for healthcare and applicable national standards (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes); and

- (d) have (and apply) policies which describe individual personal responsibilities for the handling of personal data.

## **5. SUPPLIER'S OBLIGATIONS**

- 5.1 Subject to clause 5.2 the Supplier warrants that the Services will be performed with reasonable skill and care.
- 5.2 The warranty at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the terms of this agreement, the Supplier's instructions or modification to (or alteration of) the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents, or the use of the Software in any environment which is not a Supported Environment. If the Services do not conform with the foregoing warranty, the Supplier will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Buyer with agreed alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Buyer's sole and exclusive remedy for any breach of the warranty set out in clause 5.1. Notwithstanding the foregoing, the Supplier does not warrant that the Buyer's use of the Software and the Services will be uninterrupted or error-free.
- 5.3 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.

## **6. BUYER'S OBLIGATIONS**

- 6.1 The Buyer shall:
  - (a) provide the Supplier with:
    - (i) all necessary co-operation in relation to this agreement; and
    - (ii) all necessary access to such information as may be required by the Supplier;  
in order to render the Services, including Buyer Data, security access information and software interfaces to the Buyer's other business applications;
  - (b) provide such personnel assistance as the Supplier may reasonably require from time to time;
  - (c) appoint the Buyer's Project Manager (detailed in the Order Form), who shall have the authority to contractually bind the Buyer on all matters relating to this agreement, (and it shall use reasonable endeavours to ensure continuity of the Buyer's Project Manager);
  - (d) accept emergency and urgent clinical safety releases in respect of the Software on the basis that a risk assessment has been conducted by the Supplier (through accredited clinicians) and it has determined that the functionality used by the Buyer poses (or is likely to pose) a risk to patients;
  - (e) comply with all applicable laws and regulations with respect to its activities under this agreement;
  - (f) carry out, and procure that all Authorised Users carry out, all other Buyer responsibilities set out in this agreement or in any of the Schedules or in any agreed Project Plan in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or delivery schedule set out in this agreement or otherwise agreed as reasonably necessary; and

- (g) comply with any instructions issued by the Supplier pursuant to the maintenance provisions in Schedule 3.

## **7. PROPRIETARY RIGHTS**

- 7.1 The Buyer acknowledges and agrees that the Supplier (and/or its licensors) owns all intellectual property rights subsisting in the Software and the Services. Save as expressly stated herein, this agreement does not grant the Buyer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software, Services or any related documentation.
- 7.2 The Supplier warrants that it has all the rights in relation to the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

## **8. INDEMNITY**

- 8.1 The Buyer shall defend, indemnify and hold harmless the Supplier its officers, directors and employees against claims, actions, proceedings, losses, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with the Buyer's use of the Software or Services, provided that:
  - (a) the Buyer is given prompt notice of any such claim;
  - (b) the Supplier provides reasonable co-operation to the Buyer in the defence and settlement of any such claim, at the Buyer's expense; and
  - (c) the Buyer is given sole authority to defend or settle the claim.

## **Schedule 1 Configuration Services**

### **1. PROJECT PLAN & TIMETABLE**

The Supplier shall agree the Project Plan in co-operation with the Buyer during this stage of the Configuration Services. The Project Plan shall detail all Deliverables, pre-deployment planning and preparation, deployment phases, training and implementation.

The Supplier and the Buyer shall agree a date for commencement of deployment. If the parties cannot agree on a date for commencement of deployment, then the date shall be 3 months from the Effective Date.

### **2. PROJECT MANAGEMENT**

The Supplier will use the principles of PRINCE2 Methodology to manage the project supported by project plans. The Supplier's Project Manager shall act as coordinator for all aspects of the implementation. The Supplier's Project Manager will be responsible for all Deliverables and will liaise with the Buyer's Project Manager to ensure that project deadlines are met, resources are allocated accordingly and quality procedures and recommendations are implemented. Project management will include some or all of the following:

- implementation planning;
- ensure requirements are gathered and analysed in line with the functionality;
- ensure the Buyer's reporting requirements are gathered and analysed in line with the functionality;
- organisation / service structures;
- sharing agreements; and
- training planning.

Project management is scalable depending on the scope of the project.

### **3. IMPLEMENTATION**

The Supplier and the Buyer shall co-operate in implementing the Services in accordance with the deployment, implementation and training provisions of the Project Plan.

### **4. TRAINING**

In accordance with the implementation and roll out provisions of the Project Plan, training will be provided by the Supplier using a variety of learning methods as agreed with the Buyer in Schedule 1. Training will be delivered in accordance with the Project Plan. The Supplier shall provide learning materials to the Buyer to support training delivery allowing proper use, operation and management of the system.

### **5. ROLLOUT**

The Supplier and the Buyer shall co-operate in rolling out the Services to the Buyer's Authorised Users in accordance with the roll-out provisions of the Project Plan.



## Schedule 2 Software Specification

1. The Software consists of the following components:

Software	Functions
<b>Patient record management</b>	<ul style="list-style-type: none"> <li>• A single screen to record all of the patient information and demographics</li> <li>• Records associated clinicians and clinical locations</li> <li>• Record any extra patient requirements – wheelchair for example</li> <li>• Ability to attach documents and notes relating to the patient record</li> <li>• Store information relating to the patients diabetes and health status</li> <li>• Give control over the patient pathway</li> </ul>
<b>Grading</b>	<ul style="list-style-type: none"> <li>• Full image review suite including image manipulation tools</li> <li>• Ability to compare current images to any previously recorded photographs</li> <li>• Multiple levels of grading to add a level of quality assurance</li> <li>• Different grading pathways depending on the outcomes of the previous grade</li> <li>• Feature based grading form to assist with selection of correct outcome</li> </ul>
<b>Appointment management</b>	<ul style="list-style-type: none"> <li>• Create and manage clinics to screen patients</li> <li>• Search for groups or a specific patient based on a number of different options</li> <li>• Book patients into clinics at the time of their choosing</li> <li>• Automatically generate the correspondence relating to the appointments</li> <li>• Support for both open and closed booking methods, or a combination</li> <li>• Multiple strikes for each patient to assure they are given ample opportunity to be screened</li> <li>• Quickly highlights clinics that have space for further bookings</li> </ul>
<b>Letter management</b>	<ul style="list-style-type: none"> <li>• Management of all result, invite, and referral letters</li> <li>• Print letters directly from the software, or send out via electronic methods</li> <li>• Print in batches or individual letters</li> </ul>
<b>Offline clinics</b>	<ul style="list-style-type: none"> <li>• Ability to download a clinic and disconnect from the main server for screening to allow screening in disconnected locations</li> </ul>
<b>Reports</b>	<ul style="list-style-type: none"> <li>• A full reporting suite allowing the programme to view metrics on the running of the service</li> <li>• Allows users to view the current state of every patient record within the software</li> <li>• View a number of Key Performance indicators relating to the running of the service</li> <li>• Grader accuracy reports</li> <li>• Patient care reports</li> <li>• Clinic reports</li> <li>• DNA/DNR rate reports</li> </ul>
<b>Automated patient pathway</b>	<ul style="list-style-type: none"> <li>• Patient records are moved through a pathway so they are in the right place at the right time.</li> <li>• Highlighted to the programme when patients are due for an appointment</li> <li>• Multiple pathways to cater for different types of screening required</li> <li>• Multiple recall timers depending on the previous outcome of the patients</li> </ul>

Software	Functions
	screening <ul style="list-style-type: none"> <li>• Extra levels of failsafe – no patient can be forgotten</li> </ul>
<b>Automated update system</b>	<ul style="list-style-type: none"> <li>• OptoMize has the ability to push out updates to clients after the server has been updated. This reduces downtime during software updates.</li> <li>• Ability to see which clients have and have not been updated</li> </ul>
<b>Optional web interfaces</b>	<ul style="list-style-type: none"> <li>• Website to view images, letters, or patient history</li> <li>• Online booking – allowing patients to book their own appointments</li> </ul>

## **Schedule 3 Service Level Agreement - Maintenance and Support**

### **1. TRAINING**

The Supplier shall provide Training to such number of the Authorised Users as are specified in, and are otherwise in accordance with, the Project Plan.

### **2. MAINTENANCE EVENTS**

- 2.1 Save in the case of emergency, maintenance of the Software (“**Maintenance Events**”) shall not be performed during Support Hours, except in the scenario where 24hr Support Hours have been selected by the Buyer and this is therefore unavoidable. The Supplier may interrupt the Services to perform scheduled maintenance outside Support Hours, or otherwise as necessary should the Buyer have selected 24hr Support Hours. Any Maintenance Events which occur during Support Hours shall be considered downtime for the purpose of service availability measurement. The Supplier shall at all times endeavour to keep any service interruptions to a minimum.

### **3. MAINTENANCE**

- 3.1 Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Software Specification or otherwise deemed by the Supplier to be necessary or advantageous.
- 3.2 The Supplier shall maintain and update the Software. Should the Buyer, acting reasonably, consider that the Software includes a defect, the Buyer may at any time file error reports. During maintenance periods, the Supplier may, at its discretion, upgrade versions, install error corrections and apply patches. The Supplier shall use its reasonable endeavours to avoid disruption caused by Software maintenance.
- 3.3 All changes to the live environment will follow the agreed internal change processes; the Supplier will communicate to the Buyer any changes which require a service outage.
- 3.4 Software Upgrades:
- (a) The Buyer acknowledges that it is important that the Software is upgraded with the latest software upgrade or patch where appropriate. The Supplier will make relevant upgrades or patches (e.g service packs, firmware, bug fixes etc.) available to the Buyer from time to time.
  - (b) The Supplier will provide the Buyer with release notes for the upgrade or patch in advance of the update.
  - (c) Mandatory updates must be promptly accepted and implemented by the Buyer.
  - (d) Patching of Software will be carried out as necessary. Patching notifications will be sent to the Buyer in advance of patching taking place.

### **4. SUPPORT SERVICES**

- 4.1 The Supplier shall provide the Buyer with support services. Authorised Users and Buyer personnel named in paragraph 2.1 of Schedule 2 (together, the **CSRs**) shall be authorised to contact the Supplier to request support services. The Supplier shall provide support services to that specified set of CSRs. The Supplier shall provide the Supplier support consultants (**SSCs**). The SSCs shall handle support calls from the CSR's and shall maintain continuity of knowledge of the Buyer account history.
- 4.2 The Supplier shall issue Buyer database numbers to the CSRs, which will allow those CSRs to access Supplier support. Supplier support shall accept voicemail, e-mail and web form-based

incident submittal from CSRs with valid Buyer database numbers twenty four (24) hours a day, seven (7) days a week. The Supplier support call centre shall accept calls for English language telephone support during Support Hours and days as defined below and agreed in Schedule 1 (“**Support Hours**”):

Standard Support Hours:

Monday to Friday - 8:30 to 17:30 – Excluding bank holidays

- 4.3 All incidents reported to the Supplier support will be logged within the Support Hours.
- 4.4 The Supplier’s support function will use its reasonable efforts to resolve each incident, in accordance with the relevant target resolution time as described in this Schedule related to the relevant severity level for that incident. The target resolution time counter will run within the Support Hours. Incidents will be closed once resolved, or where a suitable work around has been provided to the relevant Authorised User.
- 4.5 The target resolution time counter will be paused when one of the following situations occurs: The minimum data set required to diagnose the issue is not available, the Buyer’s end user is unavailable and attempts have been made on more than two (2) occasions to make contact or there is no acceptable remote access to the affected system.
- 4.6 The Supplier support will determine the severity of any defect, using the following:

Severity	Description	Target Resolution Time
Severity 1	Software unavailable for all users	Four (4) Support Hours
Severity 2	Individual element of the software unavailable	Eight (8) Support Hours
Severity 3	Core/Clinical module failure	Fifty (50) Support Hours
Severity 4	Non-core module failure	One hundred and twenty (120) Support Hours
Severity 5	Faults of a cosmetic nature of which are otherwise not material	Potential future release if the Supplier accepts that a fault exists

- 4.7 In respect of every Severity 1 or Severity 2 incident the Supplier shall follow its ‘Major Incident Process’, which details the internal operating procedures undertaken to bring together the resources necessary to resolve the relevant incident. The Supplier shall provide regular updates and it shall notify the Buyer once the relevant incident has been resolved. The Supplier shall create a report detailing the findings of a root cause investigation into the relevant incident which will be available to the Buyer (upon request) within 10 Business Days.