

Provision of services by DrDoctor via the G-Cloud 11 Framework

Introduction

These terms and conditions are for products and services procured through the G-Cloud framework from DrDoctor.

Scoping

Due to the nature of the work we do, all work and costs are subject to scoping by DrDoctor staff. This is to ensure the suitability of products and services for the intended outcomes. The exact details and associated costs will be determined in advance of any work commencing.

Licences

Where appropriate, DrDoctor will give you a software licence to use the DrDoctor platform only for the purposes of using and receiving the DrDoctor services. You can find out more about the DrDoctor platform and the DrDoctor services on our website www.drdoctor.co.uk.

Deployment

DrDoctor will work with your teams to help deploy and optimise the DrDoctor services and platform, and you will provide access to and coordinate the work needed by your own staff.

Additional Services

If you require any further assistance that is not covered by the services purchased via this framework, we will be delighted to scope and provide a price for any additional work. Most additional work can be purchased via call-off of other frameworks.

Service Level Agreement

We will provide our platform and services in accordance with our service level agreement which is set out in Appendix 1.

Term

The service (and licence to use the DrDoctor platform and to receive the DrDoctor services) shall commence and end on the dates specified in the call off agreement.

DrDoctor may have to, in certain situations, suspend or terminate your account (and therefore use of the platform and services) or your or your

patients' access to the DrDoctor services. We will always try first to resolve any issues within a reasonable timeframe, except for where we feel that you are not complying with these terms or we need to protect the safety and security of our customers and the DrDoctor services. If we do this, we will provide you with the reason for termination as soon as is practically possible.

If the DrDoctor services are terminated, you will still need to pay all fees and charges which you have incurred up until the date of termination. You will need to pay for any services which you continue to receive after termination (such as applicable data storage fees and charges and any fees for in-process tasks completed after the termination). You will also not be entitled to any credits for any period of suspension after termination.

Ownership

Any intellectual property in the DrDoctor services and platform (including any modifications) will be owned by DrDoctor.

You retain all intellectual property rights in: (i) your trademarks and logos; (ii) any data that you provide to us (for example in relation to patients) (this data shall be the "Trust Data"). You give us a non-exclusive, non-assignable and royalty free licence to use this intellectual property in order to provide the services to you as part of the project. We may also use Trust Data for analytic purposes in order to understand and improve our services on a perpetual basis, however this would always be anonymised data only.

We retain all intellectual property rights in: (i) the DrDoctor platform and services including any modifications; (ii) our trademarks and logos; (iii) any new data that is collected from patients; (iv) any content generated or entered as part of the DrDoctor services (this data shall be the "New Data"). We give you a non-exclusive, non-assignable licence to use this intellectual property in order to receive the services as part of the service in exchange for the fees. Please note that we will continue to provide you with a non-exclusive, non-assignable and royalty free licence for you to use the New Data, following termination of the DrDoctor services, to update your patient medical records and personal details only.

You will also not be able to copy, sublicense or transfer the software licence which we give you as part of the DrDoctor services so if anyone else needs to use the DrDoctor platform, please let us know.

Liability

Please note that DrDoctor's liability to you will be limited to the amount of fees which you have paid to DrDoctor for the DrDoctor services or as specified in the call-off agreement and agreed between the parties, and that

we are not liable to you for any loss which is indirect or a side effect of your main loss or damage and which we and you could not anticipate nor expect to happen when you started using the DrDoctor services, for instance if you lose revenue or salary, profit, opportunity or reputation.

Both you and DrDoctor agree that nothing in these terms limits or excludes either party's liability for death or personal injury caused by that party's negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by applicable law.

You and DrDoctor agree that your relationship with DrDoctor is not intended to be, and does not create, a partnership and that no rights are given to any other third party unless otherwise agreed in writing.

Fees and Payment

Please see Appendix 2 for a breakdown of the fees payable by you to us for the services. Payment of DrDoctor invoices must be made within 30 days of the invoice date. We will charge you interest on any late payments and for any reasonable expenses we incur in collecting your late payments. We may stop providing you with the DrDoctor services if payments are not received within 60 days of the invoice date.

All prices are quoted in this letter exclude VAT and so we will charge VAT at the applicable rate.

Data

Data protection laws apply to any personal data processed as part of the service and each party agrees that it will comply with all applicable laws relevant to it. In relation to any such data:

Trust data

- You will be the data controller and we shall be a data processor in relation to the Trust Data. It is your responsibility to ensure that you have all relevant consents and permissions for you and us to collect and process any Trust Data as part of this project, in order to comply with relevant data protection legislation and guidance.
- In relation to the Trust Data, DrDoctor agrees to:
 - process the Trust Data only for the purposes of providing you with the DrDoctor services and in accordance with your reasonable instructions from time to time;
 - not to modify, amend or alter the contents of the Trust Data or disclose or permit the disclosure of any of the Trust Data to any

third party except to provide you with the DrDoctor service or if specifically authorised by you in writing;

- take reasonable steps to ensure the reliability of all its employees who have access to the Trust Data;
- take appropriate technical and organisational measures to protect the Trust Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
- notify you if DrDoctor receives a data subject access request, complaint or request relating to your data protection obligations or any other communication relating to the processing of the Trust Data, and to provide you with full co-operation and assistance in relation to the same;
- not publish, disclose or divulge any of the Trust Data to any third party unless directed to do so in writing by you;
- ensure that only those personnel who need to have access to the Trust Data are granted access to such data and only for the purposes of providing you with the DrDoctor services and that those personnel are informed of the confidential nature of the Trust Data; and
- not to transfer the Trust Data outside of the European Economic Area without your prior written consent.

New Data

- We will both be data controllers (in common) of any New Data that is processed as part of the Project. Each of us will be responsible for ensuring our own compliance with relevant data protection laws in relation to any processing of the New Data.

If you would like any further information about how we use personal data and the steps we take to protect this data, please let us know and we can provide you with a copy of our FAQs.

Publicity and Confidentiality

You agree that you are happy for DrDoctor to use your trademarks, logos, results, data and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website) in any way to advertise your use of the DrDoctor services.

We are happy to let you use the DrDoctor trademark to promote or advertise the DrDoctor services, however you are not allowed to copy, sublicense or transfer this right so if anyone else needs to use our trademark, please let us know.

Where appropriate, you and DrDoctor will publicise any work done, and make reference to it in marketing and public relations materials, speak jointly at conferences and increase the wider NHS awareness of new developments and their effect on associated models of care. You also agree to provide access to third parties and act as a demonstration site for the DrDoctor system.

Neither you or DrDoctor will at any time use, divulge or communicate to any person, except to your professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other which may have or may in future come to your knowledge and that both you and DrDoctor shall use reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

Other

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

Appendix 1: Service Level Agreements

This document sets out the Service Levels applicable to DrDoctor services

Definitions

Initial Logging Time means the time at which the Trust reports a Service Failure to the Supplier in accordance with Schedule 1;

Remote Diagnosis Time means the elapsed time between the Initial Logging Time and the time at which the Supplier either (i) recommends Rectification Action or (ii) confirms that it is unable to diagnose the Service Failure and/or recommend Rectification Action remotely;

Response Time means the elapsed time between the Initial Logging Time and the time at which the Supplier provides a unique job reference number to the Trust;

User Support Hours means 09:00 to 17:00 (UK time), Monday to Friday. 24-hour support can be provided for an additional fee if required. Target response time is 4 hours.

Technical Support Hours means 24-hour support for level 1 incidents, otherwise 09:00 to 17:00 (UK time), Monday to Friday.

Technical Incident Response Time

SLA Level	Response Time	Remote Diagnosis Time	Level Description
1	2 hours	8 hours	Access to the System is unobtainable or severely limited (or is deemed unusable).
2	4 hours	1 working day	The System is malfunctioning but is still accessible and a workaround is not available.
3	12 hours	3 working days	There is disruption to the operation of the System for which a workaround is available so that the Trust is able to fulfil its obligations to stakeholders.
4	24 hours	5 working days	Intermittent and minor operational inconveniences which do not affect the Trust's ability to fulfil its obligations to stakeholders.

User Support desk contact and hours

Service Desk Opening hours	9-5 Mon-Fri
Telephone Number	08448 026206 (ask for support)
Online	manage.drdoctor.co.uk
Email	support@drdoctor.co.uk

Support outside these hours is available through escalation contacts. The time at which a ticket is created on the support system will be the Initial Logging Time.

Escalation

DrDoctor aims to provide the highest level of customer service to users, ensuring that all issues are progressed and resolved in the most effective way possible, while at the same time making all efforts to minimise the disruption caused to the end user.

Where a customer is unhappy with the progress of an outstanding incident/request, or feels the level of service received was not of a high standard, the incident can be escalated within DrDoctor.

The Trust can escalate incidents by phoning DrDoctor on 08448 026206, quoting the reference number (or where not known the details and the date and nature of incident reported) and request to speak to the relevant manager.

During project setup DrDoctor will provide named individuals along with their mobile numbers and email addresses that can be used in emergencies.

Uptime

DrDoctor will use commercially reasonable efforts to make the DrDoctor Services available with an Aggregate Monthly Uptime Percentage of at least 99.5% during any monthly cycle. This includes:

- The DrDoctor management portal
- The patient facing websites
- Our SMS and email services
- Any other APIs or data endpoints

Monthly Uptime Percentage is calculated by subtracting from 100% the percentage of minutes during the month in which DrDoctor was unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any DrDoctor SLA Exclusion.

Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the DrDoctor Service, or any other DrDoctor Service performance issues:

- Caused by factors outside of our reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the DrDoctor network;
- That result from any actions or inactions of you or any third party;
- That result from the equipment, software or other technology of you or any third party (other than third party equipment within our direct control);
- That result from failures of DrDoctor Services not attributable to Unavailability; or
- That result from any Maintenance;
- That result from a suspension or Remedial Action, as described in our standard terms