

1. INTERPRETATION

1.1. In this Service Line the following definitions shall apply:

Acceptance: has the meaning given in clause 5.

Acceptance Tests: the tests of the installed and configured Software to be carried out in accordance with clause 4.

Customer: the person who buys or has agreed to buy the Services subject to these terms and conditions.

Customer Data: the data inputted into the information fields of the Software by the Customer or by Tunstall on the Customer's behalf, including data migrated into the Software in accordance with clause 7.

Service: the deployment services specified in clauses 3 to 8 below.

Site: the Customer's premises at which the Service is to be delivered

Software: the software programs listed in the licence agreement referred to in clause 2.1 which are to be provided by Tunstall to the Customer.

Training: agreed training in the operation of the Software.

Tunstall: Tunstall Healthcare (UK) Limited whose registered office is at Whitley Lodge, Whitley Bridge, Yorkshire DN14 0HR (Company No. 01332249).

Umbrella Terms: Tunstall's umbrella service terms that are incorporated into the agreement entered into between Tunstall and the Customer and published at www.tunstall.co.uk/pnc-tsp-umbrella-terms-and-conditions.

1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to all genders.

2. THE SERVICE

2.1. The performance of the Service is conditional upon the Customer having entered into Tunstall's standard licence agreement for the supply of the Software and such licence agreement remaining in place for the duration of the performance of the Service. Tunstall's obligations to provide the Service to the Customer shall cease on termination of such licence agreement.

2.2. Tunstall shall appoint a project manager, who shall have the responsibility and commensurate authority for the overall progress of the Service and to whom all questions regarding

this Service Line can be referred. The name and contact details of the appointed individual shall be notified in writing to the Customer.

2.3. The Customer shall appoint and maintain for the duration of the provision of the Service an individual to serve as primary contact with Tunstall for the purpose of the provision of the Service. The name and contact details of the appointed individual shall be notified in writing to Tunstall in accordance with this clause.

3. DELIVERY, INSTALLATION AND DELAYS

3.1. Where required by the Customer, Tunstall shall procure, install and configure equipment for use by the Customer to operate the Software. This includes installation of system and associated third party software components; and

3.2. Tunstall shall deliver the Software and complete installation and configuration of the Software at the Site in accordance with this Service Line.

4. ACCEPTANCE TESTS

4.1. The Supplier shall carry out agreed Acceptance Tests for the Software within ten days of its installation and configuration. Tunstall shall give the Customer at least 24 hours' notice of the start of the Acceptance Tests and permit the Customer to observe all or any part of the testing.

4.2. If the Software fails to pass the Acceptance Tests, Tunstall shall remedy the defects and deficiencies and the relevant test(s) shall be repeated within a reasonable time.

4.3. If any part of the Software fails to pass any repeated Acceptance Tests within four weeks from the date of its second submission to the Acceptance Tests, then Tunstall may, by written notice to the Customer, choose at its sole discretion to terminate the provision of the Service.

5. ACCEPTANCE

5.1. Acceptance of the Software shall be deemed to have occurred on whichever is the earliest of:

- (a) the signing by the Customer of an acceptance certificate for the installed and configured Software following successful completion of the testing under clause 4;
- (b) the expiry of five days after the successful completion of all the Acceptance Tests; or
- (c) the use of the Software by the Customer in the normal course of its business.

5.2. Notwithstanding Acceptance, Tunstall will correct all errors, bugs and failures of the installed Software to comply with any warranty or term of this agreement that arise within a period of 12 months of Acceptance.

6. EXTENSION OF TIME

6.1. Tunstall shall be given an extension of time for the performance of the Service if one of more of the following events occurs:

- (a) a variation to the Service is made at the Customer's request; or
- (b) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents or third party contractors.

7. DATA MIGRATION

7.1. This condition 7 shall apply where Customer Data is stored on an existing Tunstall PNC platform, or where Tunstall have otherwise agreed in its offer document to the Customer to migrate Customer Data from the Customer's previous data platform.

7.2. Tunstall shall use reasonable efforts to ensure the accurate migration of any Customer Data, but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of the migrated data and shall promptly give sufficient details to Tunstall of any inaccuracies or omissions in order to permit Tunstall to correct them.

8. TRAINING

8.1. Tunstall shall provide Training to the Customer at the Site or at such other location as may otherwise be agreed with the Customer. Any additional training required by the Customer shall be provided by Tunstall at Tunstall's standard rates then in force

9. CUSTOMER DATA

9.1. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

9.2. If Tunstall processes any personal data on the Customer's behalf when performing its obligations

under this Service Line, it shall do so in accordance with the terms of the Umbrella Terms.

10. THE CUSTOMER'S RESPONSIBILITIES

10.1. The Customer shall:

- (a) provide Tunstall in a timely manner with:
 - (i) all necessary co-operation and assistance in relation to this Service Line, including the provision of and access to such of the Customer's information technology and operational resource as Tunstall may require;

- (ii) such access to the Customer's premises, systems and data, and such office accommodation and other facilities, as may be required by Tunstall; and
- (iii) all necessary access to such information as may be required by Tunstall; to enable it to provide the Service;
- (b) comply with all applicable laws and regulations (in particular, but without limitation, the Data Protection Act 2018) with respect to its activities under this Service Line;
- (c) when requested by Tunstall, in the case of an outage planned as part of the process of performing the Service and on being given reasonable notice, run its monitoring operations from its disaster recovery site for the duration of the planned outage;
- (d) carry out all other Customer responsibilities set out in this Service Line or in the Umbrella Terms in a timely and efficient manner. In the event of any delay in Customer's provision of such assistance as agreed by the parties, Tunstall may adjust any timetable or delivery schedule as reasonably necessary and increase its charges accordingly.

10.2. The Customer shall ensure that all data and information provided by it or on its behalf to Tunstall pursuant to the terms of this Service Line (including Customer Data) is free from any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful

11. PROPRIETARY RIGHTS

11.1. The Customer acknowledges and agrees that Tunstall and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, neither this Service Line or the Umbrella Terms grants the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service or any related documentation.

11.2. Tunstall confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Service Line.

12. CHARGES

The Customer shall pay the charges set out in the quotation provided by Tunstall to the Customer