

1. INTERPRETATION

- 1.1. Terms defined in the Umbrella Terms shall, unless otherwise defined in this Service Line, have the same meaning in this Service Line. In addition, the following definitions apply in this Service Line:

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 System by the Customer or by service users of the Customer.

Customer Representative: the Customer employee appointed in accordance with clause 2.2 to be its primary contact.

Deliverables: the products, services or other deliverables produced as a result of the Project.

Project Initiation Document or PID: the document that brings together all of the key information needed to start and run the Project including the scope of work, business case and Project Plan.

Project: a temporary process with a defined beginning and end, full details of which are contained in the PID and the Project Plan.

Project Manager: the Tunstall employee who has overall responsibility for the performance of the Tasks.

Project Plan: the time schedule and sequence of events for the performance of the Project.

Service: the project management services specified in clauses 3 to 6 below.

Stage: a discrete phase of the Project as described in the Project Plan.

Tasks: the actions and activities to be performed by Tunstall as detailed in the PID and the Project Plan.

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/telehealth-umbrella-terms.

- 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. Tunstall shall appoint a Project Manager in accordance with clause 6 herein, 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. The Customer shall appoint and maintain for the duration of the provision of the Service a Customer Representative to serve as primary contact with Tunstall for the purpose of the provision of the Service. The name and contact details of the appointed Customer Representative shall be notified in writing to Tunstall in accordance with this clause.

3. PROJECT INITIATION DOCUMENT

- 3.1. Prior to commencement of the Service, Tunstall shall prepare and deliver the PID for approval by the Customer.
- 3.2. The Customer and Tunstall shall discuss and amend the PID and Project Plan prior to commencement of the Service and Tunstall shall not be required to commence provision of the Service until the PID and Project Plan have been agreed by the Customer.
- 3.3. The Parties shall sign the agreed PID and Project Plan as soon as possible after they have been agreed. Once the PID and Project Plan are signed by Tunstall and the Customer, they shall be immediately effective and Tunstall and the Customer shall perform their respective obligations detailed in the PID and the Project Plan.

4. PROJECT MANAGEMENT

- 4.1. In pursuance of the Project, Tunstall shall perform the tasks described in the PID and the Project Plan in accordance with the Umbrella Terms and the terms of this Service Line.
- 4.2. The Project shall be managed in accordance with a tailored version of PRINCE2 methodology agreed in writing prior to the commencement of the Project between Tunstall and the Customer.

5. PROJECT PLAN AND EXTENSION OF TIME

- 5.1. Both parties
 - (a) shall perform their obligations under this agreement in accordance with the PID and the Project Plan; and
 - (b) recognise that the Project may need to change due to unforeseen circumstances or issues that arise during its course and agree that such a changes will be effected in accordance with clause 7 and the other terms of this Service Line.
- 5.2. Tunstall shall complete the Tasks in each stage of the Project by the date specified in the Project Plan, subject to clause 5.6.
- 5.3. On completion of each stage of the Project, Tunstall will notify the Customer in writing.
- 5.4. Within a reasonable time of receipt of the notification of completion of any Stage the Customer shall either:
 - (a) signify its acceptance; or
 - (b) reject the Deliverables (if any) or any intangible products of that Stage, giving in writing its reasons for doing so and its requirements for amendments to the Project.
- 5.5. If within 5 Working Days of the delivery of the Deliverables in respect of any Stage to the Customer, Tunstall has not received a reply from the Customer in accordance with the terms of sub-clause 5.4, the Customer shall be deemed to have accepted the Stage and Tunstall shall commence performance of the next Stage of the Project.
- 5.6. Tunstall shall be given an extension of time for completion of any one or more of the stages in the Project Plan if one of more of the following events occurs:

- (a) a variation to the Project is made at Tunstall's request under the change control procedures set out in clause 7;
- (b) a force majeure event occurs as described in clause 14 of the Umbrella Terms; or
- (c) a delay is caused in whole or in part by an action or omission of the Customer or its employees, agents, service users or third party contractors (including, for the avoidance of doubt, a delay in providing a response to Tunstall pursuant to clause 5.4).

5.7. If Tunstall is entitled to an extension of time under clause 5.6, it shall give written notice to the Customer specifying the event relied on and, in the case of a force majeure event under clause 14 of the Umbrella Terms, shall estimate the probable extent of the delay.

5.8. The Customer Representative and the Project Manager shall use reasonable endeavours to agree in writing, signed by both parties, what extension of time is reasonable in the circumstances. The PID and the Project Plan shall be deemed amended accordingly.

6. PROJECT MANAGER

6.1. Tunstall shall appoint the Project Manager, who shall have the responsibility and commensurate authority for the overall progress of the Project and to whom all questions regarding this agreement can be referred. The name and qualifications of the appointed individual shall be notified in writing to the Customer Representative.

6.2. The Project Manager shall have the following responsibilities in respect of the Project:

- (a) to ensure that the Project is run and the Tasks performed in such a manner that they are completed within the governance of the PID and the timescales specified in the Project Plan;
- (b) to report to the Customer on becoming aware of the same with details of any variances to the constraints specified in the PID or to the Project timescales specified in the Project Plan;
- (c) to ensure that appropriate change and quality management procedures are applied to the pursuance of the Project and the performance of the Tasks;
- (d) to ensure that the good practices of project management are followed in the pursuance of the Project and the performance of the Tasks, including:
 - (i) the agreement of appropriate project reporting procedures and formats with the Customer and the provision of reports in accordance with such procedures and formats;
 - (ii) the production of appropriate schedules of work and their application in pursuance of the Project;
 - (iii) seeking the authorisation of the Customer before proceeding from phase to phase of the Project; and
 - (iv) ensuring that the Project is properly signed off with the Customer at each phase and at completion.

6.3. If the Project Manager is replaced, Tunstall shall consult with the Customer Representative about the identity of a suitable replacement.

7. CHANGE CONTROL

- 7.1. Either Party may, by giving written notice to the other at any time before completion of the Project, request a change to the Project, which (for the avoidance of doubt) shall include the PID, the Project Plan and the Tasks.
- 7.2. Within ten working days of receipt of such notice, Tunstall shall prepare for the Customer a written quote for any increase or decrease in the charges for the Service, and of any effect that the requested change would have on the PID, the Project Plan and the completion date of the Project.
- 7.3. Within five working days of receipt of the written quote referred to in clause 7.2, the Customer shall inform Tunstall in writing of whether or not the Customer wishes the requested change to be made. If the change is required, Tunstall shall not be required to make the requested change until the parties have agreed and signed a written agreement specifying, in particular, any changes to the PID, the Project Plan and charges for the Service.
- 7.4. Tunstall shall have no liability for any failure or delay in delivering the Project or any phase of the Project or any Deliverable to the extent that any failure or delay is caused by the Customer's failure to agree to a change to the Project requested by Tunstall and Tunstall shall not be responsible for any resulting loss, costs or damages or for any resulting failure or lack of performance by the Deliverables.

8. CUSTOMER DATA

- 8.1. 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.
- 8.2. 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.

9. THE CUSTOMER'S RESPONSIBILITIES

- 9.1. 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 and the General Data Protection Regulation (GDPR (UK)) with respect to its activities under this Service Line;
 - (c) 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.

- 9.2. 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.

10. PROPRIETARY RIGHTS

- 10.1 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.
- 10.2 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.

11. CHARGES

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