

Document Control

Title Primary Care Service Level Agreement

Date Issued 28.08.2024

Originator Jayex Ltd, 2 Claridge Court, Lower Kings Road, Berkhamsted, HP4 2AF, England

This document sets out the Service Levels as described in the General Terms and sets out the Service Levels applicable to the provisions of the Support Services.

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this service level agreement.

Definitions:

1.1.1 “General Terms” the Master Service Agreement which sets out the terms and conditions upon which we licence our software for use, as well as the General Terms of sale on which we supply goods and services.

1.1.2 “Excluded Support Services” means the Support Services which have been excluded under clause 3.5(i) of the EULA and General Terms.

1.1.3 “Incident” means any defect or failure in the Application and / or Jayex Equipment that prevents it from operating in accordance with its normal use, including without interruption or delay or failure to perform to its usual level of functionality.

1.1.4 “Support Hours” means Monday – Friday 08:30-17:00 on Business Days.

1.1.5 “Support Period” means the period during which we are required to provide Support Services as described in clause 3.5 (b) of the EULA and

General Terms.

1.1.6 “Support Request” means request made by you in accordance with this service level agreement for support in relation to the Applications and / or

Jayex Equipment, including correction of an Incident.

1.1.7 “Support Services Personnel” means the personnel which provide the Support Services.

1.1.8 “Working Hours” means any hours to the extent that they fall within the Support Hours.

1.1.9 “we/us/our” means Jayex Limited, a company incorporated and registered in England and Wales with company reference number 15843905 and a registered office at Jayex Limited, 2 Claridge Court, Lower Kings Road, Berkhamsted, HP4 2AF, England

1.1.10 “you/your” means a company or organisation that is a customer purchasing either all or a combination of goods, services and applications from Jayex Limited.

1.2 All initial capitalised terms which are used but not defined in this service level agreement shall have the meaning given to them in the EULA and General Terms.

2. Support Services

2.1 Subject to (i) payment of the Service Fees and (ii) the terms and conditions of the EULA (including but not limited to clause 11) then in each case (i) and (ii) during the Support Period we

shall perform the Support Services during the Support Hours in accordance with the terms of this service level agreement.

2.2 The Support Services shall include the investigations of Incidents to identify defects and the use of reasonable endeavours to rectify any Incidents which are capable of rectification.

2.3 As part of the Support Services, we shall, subject to clause 5.1:

2.3.1 provide support by means of the following telephone number 020 8838 6222 and e-mail address support@jayex.com in respect of any Incidents;

2.3.2 make available appropriately qualified staff to deal with any Incidents communicated in accordance with the requirements of this service level agreement. Where initial Support Services Personnel unable to resolve any Incident, we undertake to provide suitably qualified personnel to assist and resolve the Incident as soon as possible, subject always to the response times listed in clause 6.1;

2.3.3 use reasonable endeavours to answer 90% of initial incident telephone calls within 60 seconds and if any calls are not answered and a voicemail is left, Jayex will log the support incident on Jayex's issue tracking system and use reasonable endeavours to send an acknowledgement email within 1 hour, provided that we are given the contact details as required to send an acknowledgement email. A member of the Jayex support team will then contact the customer who raised the issue to rectify the incident within the Support Level Agreement terms specified below; and

2.3.4 provide remote technical support in respect of any Incidents with the Application which will require you to allow us to remotely access the Application.

2.4 We may at our sole and absolute discretion provide Support Services:

2.4.1 outside of the Support Period;

2.4.2 in respect of Excluded Support Services; or

2.4.3 outside of Support Hours

and where we agree to do so, we will be entitled to charge you in accordance with our applicable rates at the relevant time but you acknowledge that we are under no duty or obligation to provide such services or support.

2.5 We are under no duty or obligation to attend your premises or any other location in order to provide any Support Services, however, If we do attend your premises or any other location (which we may in our sole and absolute discretion elect to do) to provide any Support Services and any error or fault reported by you is caused by:

2.5.1 anything other than an actual fault or error in Jayex Equipment including

but not limited to failure by you to set up the Jayex Equipment and Applications properly and to ensure adequate power supply to the Jayex Equipment; or

2.5.2 any matter which would constitute an Excluded Support Services. Then we shall be entitled to charge you for such visit at the applicable rates at the relevant time.

3. Fees

3.1 The provision of Support Services within the Support Period shall be included in the Support Fees unless either clauses 2.4 or 2.5.1 or 2.5.2 apply.

4. Submitting Support Requests and access

4.1 You may request Support Services in relation to the Application and / or Jayex Equipment, including correction of an Incident by way of a support request ("Support Request").

4.2 Each Support Request shall include a description of the problem and the start time of the Incident.

4.3 You can submit a Support Request by either:

4.3.1 telephone

4.3.2 electronic mail;

4.3.3 by sending us a message using the "Jayex Support Request" function on our website which can be accessed here www.jayex.com/support; or

4.3.4 other means agreed between you and us.

4.4 The Support Request will be logged onto the issue tracking system by us where the Support Services Personnel will maintain a comprehensive record of all Incidents, and the actions taken to achieve their resolution.

4.5 You shall promptly provide us with:

4.5.1 notice of any Incidents; and

4.5.2 documented example of the alleged error or defect; and

4.5.3 if requested by us, a listing of output and any other data we reasonably require in order to reproduce operation conditions similar to those existing when any alleged error or defect was discovered by you; and

4.5.4 any other information required by us in respect of the Incident.

4.6 Where we elect to attend your site to provide any Support Services you give us express consent to access your site and you shall provide us access to your site and you shall provide us access to your computer and IT systems, and your files, equipment and personnel.

4.7 You shall provide such access promptly, provided that we comply with all your security requirements and other policies and procedures relating to contractors entering and working on your site notified to us.

4.8 You shall provide such assistance and access as required by us in respect of the Support Services and we are not liable for any failure to provide the Support Services as a result of your failure to comply with this clause 4.8 or clause 4.7.

5. Service Provision

5.1 All Support Services may take the form of a number of methods as described in clause 2.3, dependant upon the type of Incident identified, local arrangements and existing infrastructures and the form of the Support Service shall be decided by us in our sole and absolute discretion.

6. Service Levels

6.1 Subject to you complying with your obligations under this service level agreement (including without limitation clause 4.5, 4.7 and 4.8):

6.1.1 we shall attempt to rectify any Incidents within:

6.1.1.1 24 hours where a Support Request is received by us within Working Hours; and

6.1.1.2 24 hours as from 8:30am on the next Business Day where a Support Request is received by us outside of Working Hours.

6.1.2 If we are unable to rectify any Incidents within the time periods stipulated in clause 6.1.1 then we will contact you via telephone or email (at our choice) to inform you that the Incident will not be rectified within those time periods.

7. Dependency on Third Party suppliers

7.1 You agree that we will not be liable to provide any Support Services for or in respect of any element of the Services or Jayex Equipment which are provided by third party suppliers.

8. Other remedies

8.1 If an Incident is not resolved within 5 Business Days, you may escalate the Support Request to our support manager identified below and then to our senior management identified below:

Service Delivery Manager – Mhairi Gilfillan – telephone: 020 8838 6222 (option 3), email: m.gilfillan@jayex.com

Technical Operations Manager – Mahesh Rabadia – telephone: 020 8838 6222 (option 3), email: m.rabadia@jayex.com

Operations Director – Lauren Cottrell – telephone: 020 8838 6222, email: l.cottrell@jayex.com

9. Entire Agreement

9.1 The terms of this service level agreement are incorporated into and form part of the General Terms.