

**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

<b>SERVICES</b> (per contract year)	<b>POUCHPACK SUPPORT</b> Smaller models (267 or smaller)	<b>POUCHPACK SUPPORT</b> Larger models (Larger than 267)	<b>BLISTERPACK SUPPORT</b>	<b>POUCH INSPECTOR SUPPORT</b>	<b>POUCH INSPECTOR CUT&amp;ROLL SUPPORT</b>
<b>Service Visits included</b>	3	3	3	3	3
<b>Service Clean</b>	1	1	1	1	1
<b>Backup of Database (Picture data optional)</b>	1	1	1	1	1
<b>Re-Calibration</b>	10	10	10	N/A	N/A
<b>Parts Included</b>	£750	£750)	£750)	£250	£250
<b>Anti-Virus</b>	1	1	1	1	1

**Commencement Date** (date on which Maintenance Agreement begins):

**Contract Term:**

Three years commencing from the Commencement Date

The Supplier:

The Customer:

**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

Medication Management Solutions  
 Limited  
 TechSpace One  
 Keckwick Lane  
 Daresbury WA4 4FS

**Maintained Equipment** (Description of unit(s) to be maintained, with make/model number):

**Software**  
 Autopharm  
 ATMS  
 Eureka

**Location of Maintained Equipment** (Customer's premises):

**Excluded Maintenance Fees** (fees and expenses chargeable for providing maintenance services because of an Excluded Cause):

Minimum Call Out Charge of £120 plus VAT per call out covering up to the first two hours on site and thereafter hourly rate of £70 plus VAT.

Travel Expenses are prevailing Approved Inland Revenue Mileage rate for Cars and Vans. All other expenses as per terms and conditions below.

**Support Contract Option Chosen**

*(Delete as appropriate)*

I as authorised signatory for and on behalf of Medication Management Solutions Limited agree to maintain the Maintained Equipment in accordance with the provisions of this agreement:

.....  
**[Insert Name]**

I as authorised signatory for and on behalf of the Customer, having had the opportunity to review and consider this agreement, agree to its terms and in particular agree to pay the sums due under the provisions of this agreement:

.....  
**[Insert Name of signatory and full Customer name]**

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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<p>.....</p> <p><b>Date of signature</b></p>	<p>.....</p> <p><b>Date of signature</b></p>
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**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause and in Schedule 2 apply in this agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: the date specified in the Particulars.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Maintenance Services, who need to know the confidential information in question (Representatives) to the other party and that party's Representatives in connection with this agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Corrective Maintenance: see Schedule 2.

Excluded Causes: see Schedule 2.

Excluded Maintenance: any Maintenance Services required to restore any malfunctioning or failed Maintained Equipment to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes.

Excluded Maintenance Fees: the fees and expenses payable in consideration of the provision of any Excluded Maintenance, as set out in the Particulars or subsequently notified by the Supplier to the Customer from time to time.

Good Working Order: the Maintained Equipment functions in all material respects in as good an operating condition as it was on the Commencement Date (fair wear and tear excepted).

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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Initial Period:	the initial period of this agreement as set out in the Particulars.
Location:	the location of the Maintained Equipment at the Customer's premises as specified in the Particulars, or any other location as may be agreed by the parties in writing from time to time.
Maintained Equipment:	the equipment specified in the Particulars including the Software loaded into it as at the Commencement Date.
Maintenance Services:	Preventative Maintenance and Corrective Maintenance of the Maintained Equipment.
Normal Business Hours:	9.00 am to 5.00 pm on a Business Day.
Particulars	the form set out at the head of this agreement containing particulars of this agreement
Preventative Maintenance:	see Schedule 2.
Renewal Period:	each successive 12-month period after the Initial Period for which this agreement is renewed.
Response Time:	the applicable response times as set out in Schedule 1.
Service Levels:	the levels to which the Supplier shall perform the Maintenance Services, as set out in Schedule 1.
Software:	means the software described in the Particulars.
Software Supplier:	Means Robotik Technology of 542 Av. Franklin D. Roosevelt 62400 Bethune France
Standard Maintenance Fees:	the fees payable by the Customer for the provision of the Maintenance Services, as set out in the Particulars, as these fees are varied from time to time in accordance with the terms of this agreement.
Warranty:	a warranty provided by the Supplier to the Customer in respect of the Maintained Equipment in accordance with the Supplier's terms and conditions of supply.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

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

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

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

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes but not e-mail.
- 1.10 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. MAINTENANCE SERVICES**

- 2.1 From the Commencement Date until termination of this agreement, the Supplier shall provide the Customer with the Maintenance Services for the Maintained Equipment at the Location.
- 2.2 The Supplier shall attend at the Location during Normal Business Hours with the frequency set out in the Particulars to perform Preventative Maintenance of the Maintained Equipment.
- 2.3 On the Customer informing the Supplier that the Maintained Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, the Supplier shall:
  - (a) contact the Customer by telephone within the relevant Response Time to investigate the cause of the malfunction or fault;
  - (b) use all reasonable endeavours to resolve the malfunction or fault remotely via modem link;
  - (c) in the event that the Supplier is unable to resolve the malfunction or fault remotely via modem link use all reasonable endeavours to attend at the Location during Normal Business Hours within the relevant Response Time; and
  - (d) use all reasonable endeavours to perform Corrective Maintenance of the Maintained Equipment.
- 2.4 Excluded Maintenance shall be charged at the Excluded Maintenance Fees for each of the Supplier's personnel reasonably required to attend the Location. Any such charges shall be calculated from when the personnel arrive at the Location until they leave the Location.
- 2.5 When attending to the Location to perform the Maintenance Services, the Supplier shall use all reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to Good Working Order while in attendance at the Location. Where this is not reasonably practicable, or not reasonably practicable within Normal Business Hours, the Supplier shall either arrange for a further visit to the Location within Normal Business Hours to complete the repair, or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 2.6 The Supplier shall procure that its personnel shall, while on site at the Location, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel by the Customer.

**3. SERVICE LEVELS**

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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- 3.1 The Supplier shall perform the Corrective Maintenance and Excluded Maintenance in accordance with the Service Levels.
- 3.2 If the Supplier fails to perform the Corrective Maintenance or Excluded Maintenance in accordance with the Service Levels, the Supplier shall, without prejudice to the Customer's other rights and remedies arrange all additional resources necessary to perform the Corrective Maintenance or Excluded Maintenance in accordance with the Service Levels as soon as possible and at no additional charge to the Customer.

**4. REPLACEMENTS AND SPARE PARTS**

- 4.1 The Supplier shall use all reasonable endeavours to source spare parts required to restore the Maintained Equipment to Good Working Order. In the case of Preventative Maintenance and Corrective Maintenance, where the Maintained Equipment is covered under the terms of an existing Warranty the Supplier shall not charge the Customer for the spare parts. In the case of Excluded Maintenance or where the Maintained Equipment is not covered under the terms of an existing Warranty the Supplier shall have the right to charge the Customer for the spare parts at the Supplier's then current price.
- 4.2 All spare parts and/or replacements provided by the Supplier to the Customer shall become part of the Maintained Equipment. If the Customer is renting the Maintained Equipment from the Supplier, such spare parts and replacements shall remain the property of the Supplier. If the Customer is the owner of the Maintained Equipment, such spare parts and replacements shall on fitting to the Maintained Equipment become the property of the Customer and the Supplier hereby assigns to the Customer, with full title guarantee and free from all third-party rights, all such spare parts and/or replacements. All parts and components removed from the Maintained Equipment by the Supplier in the course of performing the Preventative Maintenance, Corrective Maintenance and/or Excluded Maintenance shall no longer constitute part of the Maintained Equipment and will be the property of the Supplier. The Customer hereby assigns to the Supplier, with full title guarantee and free from all third-party rights, all parts and components removed from the Maintained Equipment by the Supplier in accordance with this clause 4.2.

**5. CUSTOMER'S OBLIGATIONS**

The Customer shall:

- (a) ensure that the Maintained Equipment is installed and kept in suitable premises and under suitable conditions in a suitable environment, permit only trained and competent personnel to use it and follow any operating instructions as the Supplier may give from time to time;(b) notify the Supplier promptly if the Maintained Equipment is discovered to be operating incorrectly;
- (c) at all reasonable times permit full and free access to the Location and to the Maintained Equipment to the Supplier, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably

<p style="text-align: center;"><b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b></p>
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required to enable the Supplier to perform the Maintenance Services and any Excluded Maintenance;

- (d) provide the Supplier with any information that is reasonably requested in the performance of the Maintenance Services and the Excluded Maintenance;
- (e) take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location;
- (f) not allow any person other than the Supplier to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of the Supplier;
- (g) not move the Maintained Equipment from the Location without the prior written approval of the Supplier (approval not to be unreasonably withheld or delayed);
- (h) store any reserve equipment only in conditions approved by the Supplier, and make this equipment available for periodic maintenance, as with all other Maintained Equipment; and
- (i) only use supplies or materials supplied or approved by the Supplier (approval not to be unreasonably withheld or delayed);
- (j) ensure that the Software is utilised to operate the Maintained Equipment and that the Software is upgraded to the most recent version or release of the Software available at the relevant time..

**6. EXCLUDED MAINTENANCE**

6.1 The Supplier is not obliged to perform any Excluded Maintenance.

6.2 Where the Supplier is performing or has performed the Maintenance Services in circumstances where it is established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes, the Supplier may charge, and the Customer shall pay, the Excluded Maintenance Fees in respect of that work.

**7. CHARGES**

7.1 For the performance of Corrective Maintenance and Preventative Maintenance, the Customer shall pay to the Supplier the Standard Maintenance Fees.

7.2 For the performance of any Excluded Maintenance, the Customer shall pay to the Supplier the Excluded Maintenance Fees.

7.3 In addition to the Standard Maintenance Fees and the Excluded Maintenance Fees the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred the Supplier in the course of the performance of Corrective Maintenance, Preventative Maintenance and Excluded Maintenance including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, the cost of services provided by third parties and (subject always to the provisions of clause 4 of this agreement) the cost of any materials.

7.4 The Standard Maintenance Fees shall be due and payable in full to the Supplier monthly in advance, subject to receipt of a valid invoice from the Supplier. Any Excluded Maintenance Fees shall be due and payable within 30 days of receipt of a valid invoice from the Supplier.

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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Any charges for spare parts recoverable in accordance with clause 4 shall be due within 30 days of receipt of a valid invoice from the Supplier.

7.5 The Supplier reserves the right to charge interest at an annual rate of 5% above the base rate of Barclays Bank plc, calculated on a daily basis in respect of any sum which is due and unpaid, that interest to run from the date on which that sum is due and payable until receipt by the Supplier of the full amount, whether before or after judgment.

7.6 All amounts payable by the Customer under the terms of this agreement are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

7.7 The Supplier may, at any time after the expiry of the Initial Period, increase the Standard Maintenance Fees and the Excluded Maintenance Fees by giving to the Customer not less than three months written notice, provided that:

(a) the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this clause (in the case of the second or any subsequent increase) up to the date of this notice; and

(b) the increases shall be no more frequent than once in any 12-month period.

## **8. SUPPLIER WARRANTIES**

8.1 The Supplier represents and warrants to the Customer that:

(a) the Maintenance Services and the Excluded Maintenance shall be performed:

(i) by an appropriate number of suitably qualified and experienced personnel;

(ii) using all reasonable skill and care; and

(iii) in accordance with all applicable laws and regulations in force from time to time.

(b) all components and equipment supplied or used in the course of the provision of the Maintenance Services and the Excluded Maintenance shall operate in accordance with their technical specifications;

(c) the Supplier has the full capacity and authority and all necessary permissions, licences and consents necessary to enter into, and perform its obligations under, this agreement.

8.2 Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including fitness for purpose and suitability) are hereby excluded to the extent permitted by law.

## **9. LIABILITY**

9.1 Nothing in this agreement shall limit or exclude the Supplier's liability for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by negligence; or

(c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.



<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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9.2 Subject always to clause 9.1, the Supplier shall under no circumstances whatever be liable to the Customer whether in contract, tort (including for negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, revenue, or goodwill;
- (b) loss or corruption (whether direct or indirect) of data or information; or
- (c) any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement.

9.3 Subject always to clause 9.1, the Supplier's total aggregate liability to the Customer in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total of the Standard Maintenance Fees amounts paid by the Customer to the Supplier during the 12-month period immediately preceding the date on which the cause of action first arose.

## **10. SOFTWARE LICENCE**

10.1 The Supplier grants to the Customer a non-exclusive licence to use all updates, new versions, fixes or other amendments made by the Supplier to the Software (Software Upgrades) in object code form for the purpose of operating the Maintained Equipment during the term of this agreement. The Customer may not use the Software Upgrades other than as specified in this clause 10.1 (and in particular may not install the Software Upgrades on any other equipment) without the prior written permission of the Supplier.

10.2 The Customer may make backup copies of the Software Upgrades as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software Upgrades and take steps to prevent unauthorised copying.

10.3 The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software Upgrades in whole or in part except to the extent that any reduction of the Software Upgrades to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software Upgrades with the operation of other software or systems used by the Customer, unless Customer requests the Supplier to carry out such action as Excluded Maintenance or otherwise at a reasonable commercial fee, and the Customer shall request the Supplier to carry out such action before undertaking any such reduction.

10.4 The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 10.3 to create any software whose expression is substantially similar to that of the Software Upgrades nor use such information in any manner which would be restricted by any copyright subsisting in it.

10.5 The Customer shall not:

- (a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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- (b) allow the Software Upgrades to become the subject of any charge, lien or encumbrance; or
  - (c) deal in any other manner with any or all of its rights and obligations under this agreement, without the prior written consent of the Supplier.
- 10.6 The Customer shall permit the Supplier to inspect and have access to any premises and to the Maintained Equipment at or on which the Software Upgrades are being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 10.7 The Customer acknowledges that, in respect of the Software Upgrades, the Customer's use of the Software Upgrades is conditional on the Supplier obtaining and maintaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

**11. CONFIDENTIALITY**

- 11.1 The term Confidential Information does not include any information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
  - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
  - (d) was known to the receiving party before the information was disclosed to it by the disclosing party;
  - (e) the parties agree in writing is not confidential or may be disclosed; or
  - (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 11.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement (Permitted Purpose); or
  - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 11.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:
- (a) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
  - (b) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this clause 11.

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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- 11.4 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 11.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this agreement, are granted to the other party, or are to be implied from this agreement.
- 11.6 The provisions of this clause 11 shall continue to apply after termination of this agreement.
- 11.7 Each party acknowledges that to comply with this contract patient medical information will be visible to Medication Management Solutions (MMS). MMS agrees to protect patient confidentiality by;
- a) To train all staff to ensure they understand and protect the confidentiality of patient data
  - b) To assess and review MMS status with the Data Protection Registrar on an annual basis
  - c) To undertake not to transfer any personal information without written permission from the customer
  - d) If personal information is transferred, for any reason, then this data will be protected and destroyed as soon as the reason for the copy has been completed
  - e) If personal information is transferred this is completed through secure means

## **12. TERM AND TERMINATION**

- 12.1 This agreement shall commence on the Commencement Date and shall remain in force, unless terminated earlier in accordance with clause 12.2, for the Initial Period. The term of the agreement shall automatically be extended for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period, unless a party gives written notice to the other party, not later than 60 days before the end of the Initial Period or the relevant Renewal Period, to terminate this agreement.
- 12.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make that payment;
  - (b) the other party:
    - (i) suspends, or threatens to suspend, payment of its debts;
    - (ii) is unable to pay its debts as they fall due or admits inability to pay its debts;
    - (iii) (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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- (iv) (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or
  - (v) (being a partnership) has any partner to whom any of clause 12.2(b)(i) to clause 11.2(b)(iv) apply.
  - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
  - (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
  - (i) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2(b) to clause 12.2(h) (inclusive); or
  - (j) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.
- 12.4 Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 12.5 On termination of this agreement for any reason, each party shall as soon as reasonably practicable:
- (a) return or destroy (as directed in writing by the other party) any documents, handbooks, CD-ROMs or DVDs or other information provided to it by the other party or data for the

<p style="text-align: center;"><b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b></p>
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purposes of this agreement, including all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information. If required by the other party, it shall provide written evidence no later than 14 days after termination of this agreement that these have been destroyed and that it has not retained any copies of them, except for one copy that it may use for audit purposes only, and subject to the confidentiality obligations in clause 11;

- (b) delete (to the extent possible) any proprietary software belonging to the other party and all the other party's Confidential Information from its IT network and hard disks or other storage means associated with any computer equipment owned or controlled by the other party. Each party shall provide written confirmation no later than 14 days after termination of this agreement that this software and Confidential Information has been deleted;
- (c) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, the party remaining in possession shall be solely responsible for their safe-keeping;
- (d) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Maintenance Services and Excluded Maintenance performed and/or parts and replacements supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

12.6 The Customer acknowledges that the Standard Maintenance Fees are payable by monthly instalment for the Customer's convenience and that each monthly instalment may not cover the cost to the Supplier of providing the Maintenance Services during the relevant period. Therefore, if for any reason the Supplier agrees to early termination of this agreement during the Initial Period, it will only be on the basis that the Customer pays to the Supplier within 30 days of receipt of the Supplier's invoice an amount equivalent to 60% of the Standard Maintenance Fees for the entire residue of the Initial Period, in addition to any other sums due under this agreement. The parties confirm that these sums represent a genuine pre-estimate of the Supplier's loss in the event of early termination.

**13. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if that delay or failure results from events, circumstances or causes beyond its reasonable control. In these circumstances the affected party shall be entitled to a reasonable extension of the time for performing its obligations, provided that, if the period of delay or non-performance continues for eight weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the other party.

**14. ASSIGNMENT**

<b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b>
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14.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.

14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**15. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**16. NOTICE**

16.1 Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next-working-day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

16.2 Any notice or communication shall be deemed to have been received, if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

16.3 This clause 16 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, writing shall not include e-mail.

**17. ENTIRE AGREEMENT**

17.1 This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

17.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

17.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

**18. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**19. SEVERANCE**

<p style="text-align: center;"><b>MEDICATION MANAGEMENT SOLUTIONS LIMITED</b> <b>Support Contract</b></p>
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19.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

19.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**20. NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

**21. THIRD-PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

**22. GOVERNING LAW AND JURISDICTION**

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

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

**SCHEDULE 1**  
**SERVICE LEVELS**

The Customer may report a fault with the functionality of the Maintained Equipment during Normal Business Hours using the following contact details or any other contact details notified to the Customer for the purpose by the Supplier after the Commencement Date:

Email: support@medmanagement.co.uk

Telephone: 0845 094 7963

Upon the Customer reporting to the Supplier a fault with the functionality of the Maintained Equipment, the Supplier shall provide Corrective Maintenance or Excluded Maintenance (as appropriate) in accordance with the Response Times set out in the table below. Response Times given in hours start at the time the Customer reports the fault to the Supplier during Normal Business Hours and are calculated on the basis of Normal Business Hours during the same or continuing on to the next Business Day, as appropriate. On reporting the fault to the Supplier the Customer shall use its best endeavours to allocate each fault to one of the following categories:

Fault Category	Description	Supplier Response
High	100% loss in Maintained Equipment functionality. Significant issue preventing any pouches being produced.	Contact within 2 hours and/or next Business Day onsite
Medium	at least 50% loss in Maintained Equipment functionality. Pouches can be produced but there is an issue preventing normal operation.	Contact within 4 hours and / or onsite within 2 Business Days
Low	Defined as a low level issue. Pouches can be produced but there is an issue operating completely normally e.g. one FSP has failed	Contact within 4 hours and / or onsite within 7 Business Days

Following a fault in functionality being reported by the Customer, the Supplier shall initially contact the Customer by telephone within the Response Time described to investigate the cause of the fault.



**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

Having made telephone contact with the Customer, the Supplier will in the first instance attempt to resolve the fault by remote access via modem link. If the fault cannot be resolved remotely the Supplier will attend at the Location during Normal Business Hours within the Response Time described in the table.

**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

**SCHEDULE 2**  
**ADDITIONAL DEFINITIONS**

In the agreement of which this Schedule 2 forms part, the following definitions and rules of interpretation in this clause apply:

Corrective Maintenance: means:

- (a) making any necessary adjustments to the Maintained Equipment save in respect of inability or error by personnel authorised or allowed by the Customer to operate the Maintained Equipment; and/or
- (b) replacing any parts or components of the Maintained Equipment; and/or
- (c) restoring the functionality of any Software; required to restore the Maintained Equipment to Good Working Order.

Excluded Causes: means:

- (a) use of the Maintained Equipment with computer equipment or software not supplied or approved in writing by the Supplier;
- (b) use of the Maintained Equipment other than by trained competent staff in accordance with any operating instructions provided by the Supplier;
- (c) the insertion of any medicine or thing into the Maintained Equipment which is not compatible with and capable of being processed by the Maintained Equipment;
- (d) operation of the Maintained Equipment in combination with any equipment or software not provided by or approved by the Supplier, or any fault in any equipment or software provided by the Customer or any third party and used by the Customer in combination with the Maintained Equipment;
- (e) any maintenance, alteration, modification or adjustment of the Maintained Equipment performed by persons other than the Supplier or its employees or agents;
- (f) the Customer or a third party moving the Maintained Equipment;

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- (g) the use of the Maintained Equipment in breach of any of the provisions of the agreement under which the Maintained Equipment was supplied;
- (h) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment;
- (i) a failure or malfunction in the air conditioning or other environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of that air conditioning or other environmental controls by the Customer; or
- (j) the neglect or misuse of the Maintained Equipment.
- (k) misuse, incorrect use of or damage to the Software or any Software Upgrade from whatever cause (other than any act or omission by the Supplier), including failure or fluctuation of electrical power;
- (l) use of the Software or any Software Upgrade in combination with any equipment or software not provided by or approved by the Supplier, or any fault in any such equipment or software;
- (m) relocation or installation of the Software or any Software Upgrade by any person other than the Supplier or a person acting under the Supplier's instructions;
- (n) any breach of the Customer's obligations under this agreement howsoever arising or having the Software or any Software Upgrade maintained by a third party;
- (o) any modification to the Software or any Software Upgrade not authorised by the Supplier;
- (p) allocation by the Customer of an incorrect fault category when reporting a fault in the functionality of the Maintained Equipment to the Supplier;
- (q) flood or fire at the Location;
- (r) error by personnel authorised or allowed by the Customer to operate the Maintained Equipment;
- (s) malicious or accidental damage to the Maintained Equipment;
- (t) service engineer access to the Maintained Equipment denied;

**MEDICATION MANAGEMENT SOLUTIONS LIMITED**  
**Support Contract**

Preventative Maintenance:

- (u) no fault found in the Maintained Equipment;
  - (v) major Software upgrades, updates or new versions.
- means:
- (a) testing that the Maintained Equipment is functional;
  - (b) making any adjustments as may be required to ensure the Maintained Equipment remains in Good Working Order; and
  - (c) installing any minor fixes to the Software made available to the Supplier by the developer of the Software.