



# SERVICE AGREEMENT

**Agreement Reference**  
2021-0086

**Commencement Date**  
April 1, 2022

**Client Identifier**  
SPN-001

**Account Manager**  
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Company Number: **08706717**  
Registered in England and Wales

## 1. Overview

Pixelnebula Limited ("Pixelnebula") is pleased to provide Sussex Partnership NHS Foundation Trust ("the Client") with this service agreement in relation to Pixelnebula's digital signage and display management system ("Flare").

Your service agreement is based on the following terms, for which more details can be found in the subsequent sections:

Contract term end:	<b>March 31, 2023</b>
Service basis:	<b>Purchase</b>
Number of endpoints:	<b>39</b>
Endpoint hardware model:	<b>LIVA Q2</b>
Endpoint cost:	<b>£195</b>
Agreed licence cost:	<b>£15/month (25% discount)</b>
Training cost:	<b>£400/day</b>
Custom development cost:	<b>£500/day</b>
Project management cost:	<b>£600/day</b>

## 2. Service Basis

Flare can be used under two different service bases:

- **Lease** – endpoint hardware is leased to the Client for the contract term at no additional cost.
- **Purchase** – endpoint hardware is purchased by the Client in exchange for a reduction to the standard licence cost.

## 3. Endpoint Hardware

There are two endpoint hardware models, both referred to as a “Flare Box”.

### LIVA Q2

The LIVA Q2 is our standard endpoint hardware model, and is suitable for most applications.

When using Flare under the purchase basis, the standard model is charged at **£195/endpoint**.

### VM23

The VM23 is our industrial endpoint hardware model with passive cooling (no fan), and is therefore more suited to warehouse and factory environments.

When using Flare under the purchase basis, the industrial model is charged at **£220/endpoint**. For a leased basis, a licence cost uplift of **£1.50/month** is applicable.

## 4. Licensing

Use of Flare is subject to the Client purchasing licences for the Flare endpoints. An individual licence is required for each Flare endpoint registered on the system, regardless of connection status.

Each licence includes:

- Access to Flare for an unlimited number of users
- 24/7 phone and email support
- 1 GB\* of additional content storage on the management system
- Use of all standard (non-custom) templates and features

*\* For deployments of less than 20 endpoints, a minimum amount of 20 GB of content storage will be available to the Client.*

The standard licence cost is based on the purchase of one licence under the different service bases:

- Lease basis – **£30/month**
- Purchase basis – **£20/month**

A reduction to the licence cost is available for larger deployments, with discounts starting from just 10 endpoints.

## 5. Professional Services

Pixelnebula provides the following professional services for Flare that are not covered under the endpoint licencing costs:

- User training – web-based or in-person\* training sessions for Flare
- Custom development – template, feed and customisation development for Flare
- Project / rollout management – additional support for complex Flare deployments

*\* In-person training sessions at the Client's premises may be subject to additional travel and subsistence expenses.*

Please note that Pixelnebula may charge project management fees for any activities that are deemed to be above and beyond what would reasonably be expected under pre-sales effort. In such cases this will be highlighted and agreed with the Client prior to undertaking the work.

Professional services will be quoted for in half-day increments. In cases where the number of days quoted exceeds the actual effort required, Pixelnebula will give the Client the option to either:

- a) Not be invoiced for the unused days, or
- b) Bank the unused days for use against future requirements

## 6. Shipping Fees

Endpoint hardware shipping is provided for the Client using the following carriers:

- **DPD Local (Next Day)** – for all UK shipments – **£7.50 - £15.00** per shipment
- **DHL International** – for all non-UK shipments – from **£30.00** per shipment

Standard shipping terms are **DAP** ("Delivered At Place") – all duties and taxes are the responsibility of the Client.

Shipping fees will be calculated and quoted as a separate line item for every new order of endpoints. Fees will not apply for any endpoint sent to the Client as a replacement for a faulty return.

## 7. Standard Terms & Conditions

The following terms and conditions apply for this service agreement.

### 7.1. General

1. Use of Flare by the Client is subject to our standard terms of use which can be found at <https://pixelnebula.com/terms>.
2. At any time and with agreement between the Client and Pixelnebula, a new service agreement may be issued and signed by both parties that supersedes all earlier service agreements.

### 7.2. Contract Term

1. The minimum initial contract term is 3 months.
2. The Client may request an extension in writing at any time prior to the end of the contract term. The minimum extension to the contract term is 3 months.
3. If the Client has not requested an extension by the end of the contract term, Pixelnebula may place the Client's endpoints in a restricted display mode and disable the Client's user access to the management platform until such a time as the Client provides a valid extension request.
4. Except where the Client requests deletion of their service data in line with the DPA/GDPR (as applicable), Pixelnebula will retain all service data for the Client until 60 days after the end of the contract term. If the Client has not requested an extension to the contract term by the end of this period, Pixelnebula reserves the right to delete all service data relating to the Client without further notification.

### 7.3. Licensing

1. Additional Flare endpoints may be licensed by the Client at any time under the same conditions of (and without amendment to) this service agreement, but will be charged for on a pro rata basis to align with the end date of all other licences under this service agreement.
2. Where additional Flare endpoints have been licenced by the Client under this service agreement, the Client may opt to reduce the number of licences that will be renewed under this service agreement down to a minimum of the number stated on this agreement.
3. All licence renewals by the Client that are covered by this service agreement must be purchased simultaneously under a single payment.

### 7.4. Payment

1. Standard payment terms are 30 days from date of invoice.
2. For large orders of Flare endpoints, Pixelnebula may require full or partial payment of the hardware costs prior to sourcing or dispatching of the hardware. This does not affect the payment terms for other line items in the same invoice, or the payment terms of other invoices.
3. Licences are invoiced in advance for either 12 months or the remaining contract duration, whichever is shortest.
4. Late payments are subject to statutory interest of 8% plus the Bank of England base rate, per annum, calculated daily.

5. If payment for any of the Client's endpoint licences is overdue by more than 45 days, Pixelnebula may place the associated endpoints in a restricted display mode until payment for the licences is received in full.

## 7.5. Endpoints

1. Flare endpoints provided to the Client are covered by a 2-year warranty starting from the date of receipt by the Client, and remain the property of Pixelnebula until payment for the endpoints is received in full.
2. If a Flare endpoint suffers a hardware or software malfunction during the warranty period that cannot be reasonably resolved (either remotely by Pixelnebula, or locally by the Client), Pixelnebula will provide a replacement endpoint free of charge on receipt of the malfunctioning endpoint.
3. If a Flare endpoint is returned for replacement without Pixelnebula's prior approval, Pixelnebula may reject the return and charge the Client for re-dispatch.
4. The Client shall not modify, tamper with, or attempt to reverse engineer any aspect of the Flare endpoints in any way that is not explicitly permitted by Pixelnebula, except where the endpoint has been purchased by the Client and is no longer under licence, in which event Pixelnebula permits the Client to wipe and rebuild the endpoint with a new operating system for their own future use.
5. Pixelnebula may disable the ability for a Flare endpoint to connect to the service if there is evidence of modification, tampering or reverse engineering by the Client that was not explicitly permitted by Pixelnebula, and will not be required to compensate the Client in doing so.

## 8. Non-Standard Terms & Conditions

The following non-standard terms and conditions have been agreed and apply to this service agreement. Where there is a conflict with the standard terms and conditions listed in this service agreement, the terms and conditions listed here will supersede them.

1. Pixelnebula will not charge the Client for the associated shipping fees for the first 39 Flare endpoints, provided that they will be delivered to a single location for onward distribution by the Client.

## 9. Declaration

By signing this declaration, I hereby confirm acceptance of the terms outlined in this service agreement, and confirm that I am authorised to do so on behalf of the listed party.

Signed:

Date:

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on behalf of Pixelnebula

Signed:



Date: 09/03/2022

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on behalf of Sussex Partnership NHS  
Foundation Trust