BloodTrack®

Remote blood inventory and bedside transfusion management system

SUPPORT, MAINTENANCE AND REPAIR AGREEMENT

Trust: Manchester University NHS Foundation Trust

Date: 7 February 2023

Quote Valid To: 6 March 2023

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BLOODTRACK® SUPPORT, MAINTENANCE AND REPAIR AGREEMENT

Agreement Ref No: GB1755/0423

Effective Date:
1 April 2023

Expiry Date:
31 March 2024

Haemonetics Ltd
3MB,
Middlemarch Business Park
Siskin Drive
Coventry
CV3 4FJ

Customer:
Manchester University NHS Foundation Trust

Address:
Manchester Royal Infirmary
Oxford Road
Manchester. M13 9WL

Contact Name:
Claire Whitehead

_____   _____

By: Collin Taylor, Attorney in Fact   By:

Title: Field & Operations Manager   Title:

Date: 7 February 2023   Date:

SCOPE and PURPOSE

1.   This Agreement sets the service levels, conditions, and duration of the support, maintenance and repair services that Haemonetics will perform for the Customer on the Supported Hardware and Software listed in Table 1. "Software" automatically includes not only the version of the programs listed below, but also later versions of the same programs provided to the Customer under clause 5.4 (New Software Releases). Any reference in this Agreement to "Hardware" and "Software" with an initial capital letter includes only the Supported Table 1 products.

Table 1. Covered Products

Software		
Program	**Site**	**Initial Release Number**
BloodTrack Management System	Manchester Royal Infirmary Wythenshawe Hospital North Manchester General Hospital	4.x.x.
BloodTrack Courier	Manchester Royal Infirmary St Mary's Hospital Royal Manchester Children's Hospital Trafford General Hospital Wythenshawe Hospital North Manchester General Hospital	4.x.x.
BloodTrack Enquiry	Manchester Royal Infirmary St Mary's Hospital Royal Manchester Children's Hospital Wythenshawe Hospital North Manchester General Hospital	4.x.x.
BloodTrack On Demand Site Licence	Manchester Royal Infirmary	4.x.x.
BloodTrack On Demand Client Licence	Manchester Royal Infirmary	4.x.x.
BloodTrack AutoFate	Wythenshawe Hospital	4.x.x.
BloodTrack Batched Products	Wythenshawe Hospital	4.x.x.
BloodTrack Label Verification	Wythenshawe Hospital	4.x.x.

Hardware			
Device	**Site**	**Location**	**Serial Number**
HaemoBank 80	Manchester Royal Infirmary	Blood Bank	2044092
HaemoBank 80	Manchester Royal Infirmary	Blood Bank	2044094
BloodTrack Kiosk	Wythenshawe Hospital	TDC Recovery	M52R20120T
BloodTrack Kiosk	Royal Manchester Childrens Hospital		M52R20494J
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20322A
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20322B
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20322C
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20322D
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342M

BloodTrack Kiosk	Wythenshawe Hospital		M52R20342N
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342P
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342R
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342S
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342T
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20342U
BloodTrack Kiosk	Wythenshawe Hospital		M52R20342V
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20363E
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20363F
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20363G
BloodTrack Kiosk	Manchester Royal Infirmary		M52R20363K
BloodTrack Kiosk	Manchester Royal Infirmary		M51R18307R
BloodTrack Kiosk	North Manchester General Hospital		M55R21515C
BloodTrack Kiosk	North Manchester General Hospital		M55R21515F
BloodTrack Kiosk	North Manchester General Hospital		M55R21515S

2. The Customer may request, and Haemonetics may agree to perform, additional services not included in this Agreement. Those services will be provided under the terms and conditions of this Agreement at the rates appearing in clause 4.

PRICES

3. **Annual Service Fee:** £ 55,977.17 (not including applicable taxes).

4. **Additional Services.** The billing rates for additional services requested by the Customer, but not included with the annual service fee, are as follows. These amounts do not include applicable taxes.

    4.1   Remote Support: £246.28 / hour (for items not supported under the service contract)

    4.2   On-Site Support: £246.28 / hour and

    4.3   Travel Time: £246.28 / hour (minimum 2 hours for each service visit).

SUPPORT, MAINTENANCE AND REPAIR SERVICES

5. **Support, Maintenance and Repair Services Always Included in the Annual Service Fee.**

    The following services are included in the Annual Service Fee. These services are available from 8:30 a.m. to 5:30 p.m, Monday to Friday, excluding public holidays.

    5.1   **Helpdesk**. From its own premises, by telephone, Haemonetics will provide general advice and assistance with Hardware or Software issues.

    5.2   **Remote Support.** Using a connection by specialized network to the "Hardware" and "Software" that allows for it, Haemonetics will provide diagnostics of Hardware or Software problems, and assistance in restoring Software to proper operation after a failure, fault or error. For that purpose, the Customer will grant remote access to the "Hardware" and "Software" via VPN (Virtual Private Network) or other means.

    5.3   **On-site repair**. If a problem with the Hardware, Software, or both cannot be resolved by the Helpdesk, Haemonetics will attempt to resolve the problem at the Customer's premises at no additional cost to the Customer for labour, spare parts or travel.

    5.4   **New Software releases.** Software Upgrades are available as part of the BloodTrack Service Agreement**.** Haemonetics recommends that software should be upgraded every 4 years to retain optimal functionality of the BloodTrack system.

    Haemonetics will make available to the Customer all new interim and point releases of the Software. "Interim and point releases" are those for which only the second or third digit of the release number changes as compared to the Customer's Software. For example, if the Customer's Software is release 1.1.1, then the Annual Service Fee entitles the Customer to any release 1.x.x, but not to any release 2.x.x. Software will be provided Free of Charge.

    Professional services are charged separately at 2 levels:

    1. Basic Package = £ Rate subject to Quote.

    2. Additional Training / Validation Services / Project Management = £Daily rate subject to Quote.

    Where an upgrade is required in order to resolve a 'Bug' or support item then the Basic Package is supplied Free of Charge providing a valid service contract is in place

    The Basic Package includes:

    1. Installation of a Test Validation System. (Installed to Trust Supplied Hardware)

    2. Upgrade IQ. (Installation Qualification)

    3. One day on-site review to discuss new features and assess impact of upgrade.

4. Final upgrade of Live System.

The Test System would normally be installed on to a trust supplied VM Server or similar. One BloodTrack Manager Terminal will set-up on the Test System. One existing BloodTrack Kiosk will be connected to the live server and will switch between live and test as required. The same approach would be adopted for HemoSafe and HemoNine.

Test Instances of Ward Enquiry and AutoFate can be provided.

For a full test system, the Trust will need to discuss the provision of a Test Interface with their LIMS Supplier.

6. **Services Always Excluded from the Annual Service Fee.**

6.1   Haemonetics cannot under any circumstances provide support services for hardware or software neither manufactured, developed nor sold by Haemonetics, including (without limitation) laboratory information management systems and third-party interfaces.

6.2   Haemonetics cannot provide support for Hardware problems or damage resulting from misuse, poor maintenance, poor operating conditions, accidents or other external causes.

6.3   Haemonetics cannot not provide support for Hardware modified by anyone other than a representative or someone under the supervision or guidance of a Haemonetics employee.

6.4   For supported Blood Fridges (HemoSafe, HemoNine and HaemoBank) support will include adjustment, repair and replacement of faulty parts. Unless otherwise stated, support shall not include:

   a) Refrigeration system faults, including Compressor failures.

   b) Coolant replacement or replenishment.

   c) Temperature mapping.

   d) Consumables e.g. Temperature Charts, batteries.

   e) Labels.

7. **Service Relationship and Handling of Support Requests.**

   7.1   **Support contact**.

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(a)   As soon as a problem or incident is identified, the Customer shall report Support Requests by telephone only to the Haemonetics Support Hotline whose number appears in the header of this Agreement.

(b)   The Customer will provide the following information concerning each request for support:

- The name of the person seeking support;

- A description of the incident or issue;

- The Software version or Hardware serial number concerned;

- The reference database concerned (production, test, etc.);

- The exact circumstances of the incident; and

- Screenshots and any other files or data necessary to understand and handle the support request.

7.2   **Priority**. Haemonetics will assign each support request a priority level based on the information provided by the Customer. Priority levels are defined in Table 2 below.

7.3   **Record Keeping**. Haemonetics will maintain a record of all support requests. On closure of a support request, Haemonetics will send the Customer a report noting the issue raised and its solution.

7.4   **Response times**. Haemonetics will make commercially reasonable efforts to diagnose and resolve problems or provide a temporary workaround within the periods provided in the Table 2 below, according to the priority level assigned to the problem. Haemonetics will notify Customer in advance if after the initial assessment the periods provided in Table 2 are not feasible and will propose an alternative timeframe to resolve the problem.

Table 2				
Priority Level & Description	**Initial Response**	**Target Initial Diagnosis**	**Time to Resolution**	
			Software	**Hardware**
Critical. Complete System failure, or major failure of core services, such that the System is not operational at all.	1 hour*	4 hours*	Next day*	48 hours*

High. Failure or error disabling major System functionalities.		6 hours*	48 hours*	48 hours*
Medium. Failure or error causing inconvenience or temporary process workarounds.		8 hours*	5 days*	5 days*
Low. All other issues.		16 hours*	Next Software release	90 days*

* In Table 2, "hours" and "days" are those during which Haemonetics provides the Customer support services. All periods run from the date and time when the Customer's support request is logged by the Haemonetics' Help Desk in the incident tracking system.

7.5 **Spare Parts.** Haemonetics may use spare parts that are refurbished, repaired, or reprogrammed, as long as they are equivalent in performance to newly manufactured parts.

7.6 **Customer cooperation.** To ensure proper support, the Customer will –

(a) designate a primary contact for Haemonetics for all matters relating to the performance of this Agreement;

(b) grant Haemonetics representatives network access for remote support, or access to the Customer's premises and systems if necessary for on-site repair;

(c) refrain from modifying Software or Hardware without written consent from Haemonetics;

(d) allow, if necessary, access (under reasonable conditions) to the test and production environments concerned, and

(e) limit permission to submit support requests to those of its employees trained in and qualified to use the Hardware and Software and whose names have been communicated to Haemonetics.

(f) install necessary virus protection software and perform regular backups of the data.

8. If the Customer does not honor its obligations under clause 7.6, Haemonetics will have the right to refuse to perform any of the Services and may refund any prepaid fees pro rata according to the time remaining before this Agreement's expiry.

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GENERAL TERMS & CONDITIONS

9.   **Definitions.** The following terms are generally used throughout the Agreement.

    9.1   "Hardware" means the items listed in Table 1.

    9.2   "Software" means the installed versions of computer programs listed in Table 1.

10.   **Payment**.

    10.1   The annual service fee appearing on Page 3, Section 3 is payable in a single installment within 30 days of the Effective Date.

    10.2   Haemonetics will invoice the Customer monthly for agreed additional services and spare parts not included in the Annual Service Fee. Invoices are payable within 30 days of receipt.

    10.3   Legal interest will accrue on late payments. Haemonetics reserves the right to charge interest on a daily basis on any amounts not paid when due, on an interest rate calculated on Euribor plus three (3) percent. Payments may be made by check or wire transfer.

11.   **Suspension of Performance for Failure to Pay**. In addition and without prejudice to any rights provided by law, Haemonetics may, after providing reasonable notice, suspend its performance of services under this Agreement if Customer is more than fifteen days late in paying any amount due and payable under this Agreement, unless the amount is the subject of a good-faith dispute.

12.   **Duration.** This Agreement is effective for a term of 1 year.

13.   **Limited Warranties and Exclusion of Liability.**

    13.1   Haemonetics guarantees that the Services will be performed in a workmanlike and competent manner by appropriately trained personnel.

    13.2   For agreed additional services and spare parts not included in the Annual Service Fee, Haemonetics guarantees Hardware repairs against the recurrence of the same problem for 90 calendar days following the completion date of the initial repair.

    13.3   Haemonetics' liability under the warranties provided in clauses 13.1 and 13.2 is limited to the repair or replacement of malfunctioning Hardware or the correction of any Software problem.

13.4 Haemonetics expressly excludes all other warranties or guarantees implied or imposed by law.

13.5 Haemonetics is not liable for any direct or indirect damages or losses resulting from the unavailability of Hardware or Software.

13.6 Haemonetics' liability for any loss or damage other than death and personal injury is in any event limited to the amount of the Annual Service Fee.

14. **Data Protection**. Haemonetics agrees to comply to local or national requirements in respect of Patient Identifiable Data.

15. **Customer Indemnification of Haemonetics**. The Customer will indemnify Haemonetics against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees) incurred by Haemonetics as a result of the Customer's negligence, fault, violation of a criminal or penal law, infringement of another party's rights to intellectual property or data privacy, or a breach by the Customer of this Agreement.

16. **No Third Party Beneficiaries; Other Limitations**. Haemonetics' obligations under this Agreement run only to Customer and not to its affiliates, its patients or any other persons. Under no circumstances is any other person considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement.

17. **Assignment and Subcontracting**.

17.1 Neither party may assign or transfer this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, except that either party (the "Assigning Party") may assign or transfer this Agreement without the written consent of other party (the "Non-Assigning Party") to a person succeeding to all or substantially all the assets and business of the Assigning Party to which this Agreement relates by merger or purchase, as long as the assignee expressly assumes, in a writing delivered to the Non-Assigning Party, all of the terms and conditions of this Agreement. A change of control constitutes an assignment for purposes of this Section 17. Any assignment by a party in breach of this Section 17 entitles the other party to terminate this Agreement with immediate effect.

17.2 Haemonetics may nonetheless subcontract or outsource any services to be performed under this Agreement if:

(a) Haemonetics provides all information concerning the subcontractor if requested by the Customer.

(b)   The subcontractor's processing of data received from the Customer would not expose Customer to penal or civil liability under any laws, regulations, or conventions concerning personal data protection.

18.   **Relationship of the Parties**. Nothing in this Agreement creates a relationship of agency, employment, franchise, joint venture, or partnership between the parties. Neither party has the authority to bind the other in any way. Neither party will represent to the contrary, either expressly, implicitly or tacitly.

19.   **Entire Agreement**. The Agreement expresses the entire understanding and agreement between the parties. No oral representation of a representative or employee of either Haemonetics or the Customer can modify or supplement the Agreement's terms as to the subject matter of the Agreement.

20.   **Force majeure**.

20.1   A breach of this Agreement by either party is excused if –

(a)   The breach results entirely from unforeseeable and unavoidable circumstances beyond that party's control, including without limitation natural disasters, extreme weather, shipping delays or damage, strikes, civil disturbances, and terrorist attacks ("Force Majeure Event"); and

(b)   The party in breach informs the other party as soon as practicable of the Force Majeure Event.

20.2   If a party is unable to timely perform a duty under this Agreement because of a Force Majeure Event, that party's time to perform is extended following the end of the Force Majeure Event by a period equal to the Force Majeure Event's duration.

21.   **Governing Law; Forum Selection**. This Agreement is governed by, and will be interpreted under, the laws of England, and the competent tribunals and courts of England have exclusive jurisdiction over any dispute arising under or relating to this Agreement.

END OF AGREEMENT