



RLDATIX ORDER FORM

Order Number: MAL00512122023

Dated: 12/12/2023

<p>FROM:</p> <p>Datix Limited (trading as RLDatix)</p> <p>1 Church Road</p> <p>Richmond Upon Thames</p> <p>London</p> <p>TW9 2QE</p> <p>Company Number: 02046379</p> <p>("RLDatix")</p> <p>Name: [REDACTED]</p> <p>Job Title: Account Manager</p> <p>Email: [REDACTED]</p>	<p>TO:</p> <p>Midlands and Lancashire Commissioning Support Unit</p> <p>Heron House (Headquarters)</p> <p>Midlands and Lancashire CSU HQ</p> <p>120 Grove Road</p> <p>Stoke on Trent</p> <p>ST4 4LX</p> <p>("Customer")</p> <p>Name: [REDACTED]</p> <p>Job Title: Service Development Lead</p> <p>Email: [REDACTED]</p>
<p>INVOICE ADDRESS:</p> <p>Midlands and Lancashire Commissioning Support Unit</p> <p>3rd Floor North Point</p> <p>10 Nottingham Road</p> <p>Derby</p> <p>DE1 3QT</p>	<p>SERVICES TO BE PROVIDED AT THE FOLLOWING:</p> <p>Midlands and Lancashire Commissioning Support Unit</p> <p>3rd Floor North Point</p> <p>10 Nottingham Road</p> <p>Derby</p> <p>DE1 3QT</p>
<p>This Order Form summarises the Professional Services and/or SaaS Services which RLDatix has agreed to provide to the Customer and the Customer has agreed to purchase from RLDatix.</p>	

1. SERVICES				
Services (SaaS / Professional)	Quantity	Term Start Date	Term End Date	Total Charges
DatixWeb including the following modules: [REDACTED]	2	01/01/2024	31/12/2025	£21,224
2. PAYMENT SCHEDULE				
RLDatix shall invoice in advance for each payment period set out in the table below. The Customer shall pay each invoice within 30 days from the date of the invoice.				
Services (SaaS / Professional)	Year 1	Year 2	Total Charges	
	01/01/2024	01/01/2025		
DatixWeb including the modules listed above	[REDACTED]	[REDACTED]	£[REDACTED]	
Total Charges	[REDACTED]	[REDACTED]	£21,224	

3. The parties agree that, by signing this Order Form, they are entering into a contract which is subject to RLDatix’s Terms and Conditions for the provision of Services (Annex 1).
4. This Order Form shall be the sole, controlling document for the DatixWeb service, and shall supersede and replace the licence for DatixWeb that may subsist in any previous contractual document between RLDatix and the Customer.
5. [REDACTED]
6. In relation to the services set out in this Order Form, support and maintenance services (the “Maintenance”) will be provided in accordance with the then-current version of the Standard Support Plan, the most recent copy of which is available at [RLD-Standard-Support-Plan-v1.pdf \(rldatix.com\)](#) (<http://www.rldatix.com/getmedia/180ae21f-42ab-4392-a9fe-a42d291864fa/RLD-Standard-Support-Plan-v1.pdf>).

The Standard Support Plan is not editable as with thousands of customers as clients it would be impractical to have a different one for each customer. The Supplier will provide Maintenance for only the most current version of the software and the previous two versions preceding the release of the most current version of the software, subject to the Customer’s payment of the applicable Maintenance fees.

7. List of Sub-processors authorised to be used under the Order (for the provision of the Services under the Order): [Suppliers & Service Providers | RLDatix \(www.rldatix.com/en-uke/suppliers-service-providers/\)](https://www.rldatix.com/en-uke/suppliers-service-providers/)
8. For the purposes of this Order Form, where there is a reference to “FTE” therein, then this shall mean full time equivalents. FTEs are expressed in numerical units, with full-time workers expressed as 1.0 FTE and half-time workers expressed as 0.5 FTE. As used in connection with this Order Form, the Customer’s FTEs include: (i) all of the Customer’s employees, (ii) the Customer’s agents and affiliates, (iii) Permitted Independent IT Contractors, (iv) independent or contract medical personnel (physicians, nurses, pharmacists, etc.) including their support and ancillary staff, and (v) any other groups of health care providers, medical workers and volunteers having privileges or working with the Customer.
9. “Permitted Independent IT Contractor” means an individual or group of individuals not employed by the Customer but who are engaged in work that supports the Customer’s use of the software as per this Order Form. To qualify as Permitted Independent IT Contractors, such individuals or group of individuals must be identified on the Order Form, must be included in the FTE count, and must not provide services to, or on behalf of, any business which is competitive with RLDatix.
10. The Customer acknowledges and agrees that RLDatix has not represented its products as having the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine. The parties agree that, as between the Customer and RLDatix, the Customer is responsible for the accuracy and quality of the Customer content as input into the products. The Customer acknowledges and agrees that RLDatix does not provide medical services to patients and that the obligation to exercise independent medical judgment in rendering health care services to patients lies solely with the healthcare professional(s) providing the services.
11. The parties will seek to agree an implementation plan or statement of work, as applicable, within 60 days of the Term Start Date. Such implementation plan shall detail the scope, delivery and completion dates of the Professional Services outlined above. RLDatix shall submit to the Customer a completion report upon completion of the Professional Services. To the extent that completion of the Professional Services is delayed due to the acts or omissions of the Customer or its affiliates, the completion date shall be extended by a period equal to such delay.

For and on behalf of Datix Limited

Authorised signatory:

Name:

Title:

Date:

17 January 2024

VP, Commercial Operations

For and on behalf of Midlands and Lancashire
Commissioning Support Unit

Authorised signatory:

Name:

Title: Director of Pharmacy Services

Date: 17th January 2024

Annex 1

