

Interim

Terms and Conditions for the provision of

Mobile Care Monitoring

(“The Service”)

Between:

Person Centred Software Ltd, company number 8539732, registered at 1 Bell Court, Leapale Lane, Guildford, Surrey, GUI 4LY, United Kingdom

And:

The Customer (“Account Holder”)

To include:

Licence to use Mobile Care Monitoring and associated services

Implementation, Training, Support and Consultancy services

Introduction

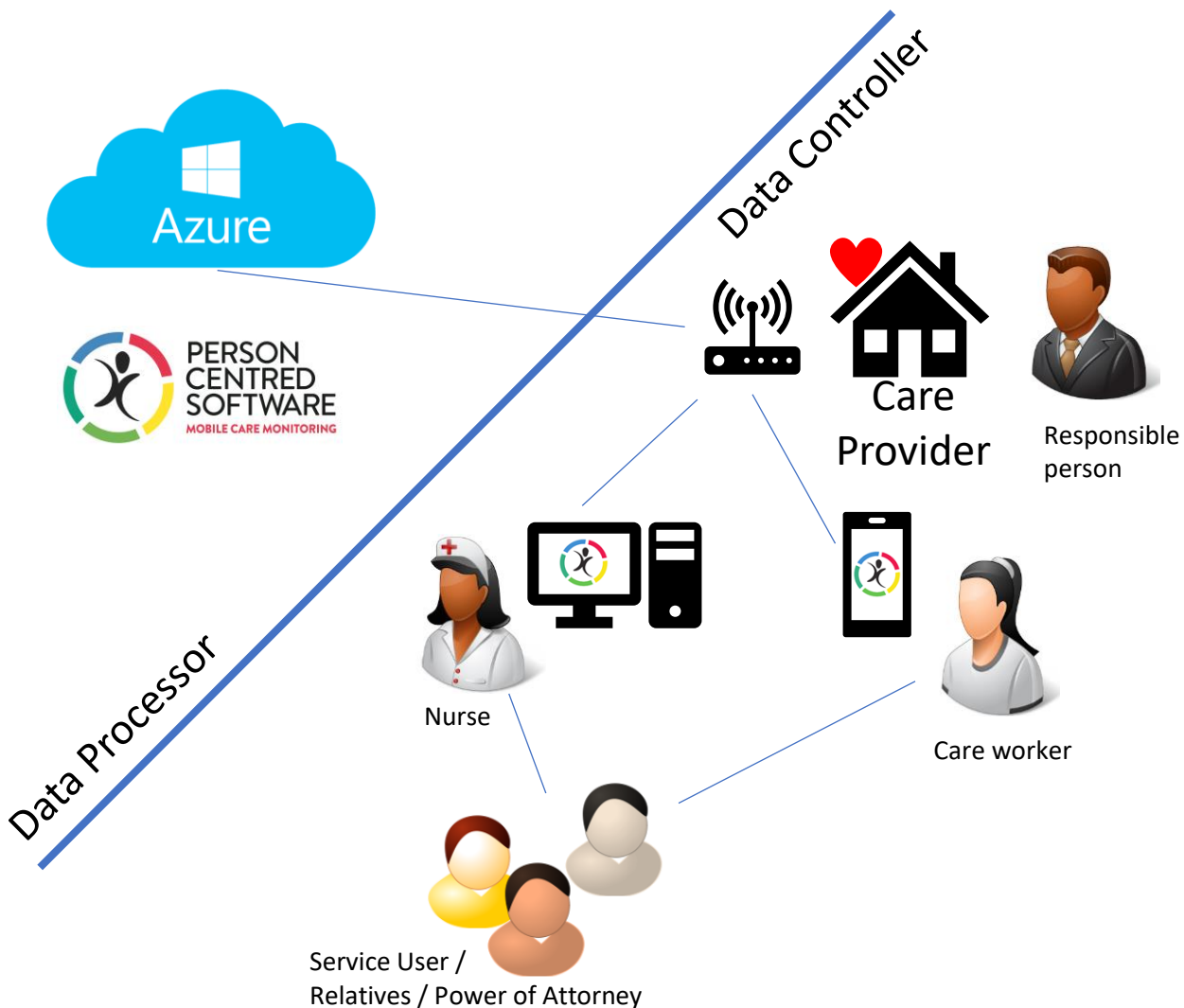
These Terms and Conditions relate to the provision of the Mobile Care Monitoring service to Social Care Providers and covers the costs of the service; the legal terms of the Agreement; and the requirements of Person Centred Software and the customer (Account Holder).

Your access to and use of The Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms apply to all visitors, users and others who access or use The Service. By accessing or using The Service you agree to be bound by these Terms and Conditions.

Person Centred Software, as the provider of the Mobile Care Monitoring service, is a Data Processor on behalf of Social Care Providers who are themselves the Data Controllers, as shown by this diagram.

Microsoft is a sub-processor in that they provide the cloud-based Azure hosting infrastructure that the Mobile Care Monitoring service operates on. In the event of any catastrophic failure in the Azure Hosting platform then Person Centred Software may need to change this sub-processor, in which case this change will be communicated to the Account Holder via the Mobile Care Monitoring service.

Papworth Computer Software is a sub-processor in that it manages the infrastructure and owns the intellectual property rights to Mobile Care Monitoring.



Subscription Fee

A license fee will be charged at a monthly rate from date of the implementation for Mobile Care Monitoring that will be provided for the Account Holder. This will be the agreed charges for the Account Holder.

Training and consultancy fees

Training and consultancy services will be provided as part of the Agreement and as detailed on the order:

These services will be provided by Person Centred Software in agreement with the Account Holder at times to suit both parties. If the Account Holder cancels an agreed engagement then the following cancellation fees will apply:

Less than 2 days' notice - 75% of the fee applies

Less than 4 days' but more than 2 days' notice – 50% of the fee applies

Less than 7 days' but more than 4 days' notice – 25% of the original fee applies

More than 7 days' notice – no penalty and the date can be rebooked

Where a penalty applies then the forfeited date will be re-charged to the Account Holder at Person Centred Software's prevailing daily rates for the appropriate service.

All prices are quoted in UK Pound Sterling and include VAT. Our VAT number is: 162 9819 76

No counterclaim or set-off by the Account Holder may be deducted from any payment due on any account whatsoever without the written consent of Person Centred Software.

What some words or phrases mean:

So that we can be completely clear, here are some words we use which have specific meanings:

“Account Holder” means a company which has agreed to pay for Mobile Care Monitoring (generally this will be the company you work for or your business, who will also be the Data Controller);

“Associated Company” means a company which is in the same group as a party where “group” means, in relation to a company, that company and its direct and indirect holding companies and subsidiaries, and any of their direct and indirect subsidiaries, (and if the Licensee is registered in England or Wales, then those terms shall be as defined in Section 736 of the Companies Act 1985);

“Azure” is the infrastructure as a service that we use to host The Service and is provided by Microsoft;

“Confidential Information” means trade secrets and non-public information including (but not limited to) financial, technical, operational, commercial, staff, management and other information, data, experience and know-how, customer and supplier information and databases, business strategies, business plans, internal systems, concepts and test results, software etc. However, Confidential Information shall not include any information (i) which is public knowledge or which subsequently becomes public knowledge other than by any act or failure to act by either party; (ii) which is already known to the recipient party (as evidenced by its written records) at the time the Agreement is entered into and was not acquired directly or indirectly from the other party or is not otherwise subject to an obligation of confidentiality; or (iii) which is acquired by the relevant party from any third party who did not acquire such information directly or indirectly from the providing party in breach of any obligation of confidence.

“Data Controller” means a company that uses the Mobile Care Monitoring service;

“Data Processor” means Person Centred Software Ltd;

“Disclosing Party” means the party disclosing Confidential Information;

“Documentation” means the related documentation, instructions and reference materials supplied with The Service;

“GDPR” means the General Data Protection Regulation (GDPR) (EU) 2016/679 and for the purposes of these Terms and Conditions, the terms “controller”, “data subject”, “personal data”, “processing”, “processor” and “supervisory authority” shall have the meaning given to those terms in Regulation (EU) 2016/679;

“Licence” means the licence of the Services in this Agreement and any Supplemental contracts or Agreements;

“Mobile Care Monitoring account” means an agreement to pay a monthly fee on terms agreed in our most recent proposal to use The Service;

“Papworth Computer Software” is the company that owns the intellectual property rights in Mobile Care Monitoring;

“Permitted Users” means any individual deemed appropriate by the Licensee, provided that such use of the system remains within the confines of this license;

“Recipient” means the party receiving Confidential Information;

“The Service” means the infrastructure, and software forming Mobile Care Monitoring which is accessed and used via our password protected websites and carer devices;

“Subscription Fee” means the cost to use The Service as defined in these Terms and Conditions;

“us” “we” and “our”, “Person Centred Software” refers to Person Centred Software Ltd, a company registered in England with registered number 8539732 and having its registered office at 1 Bell Court, Leapale Lane, Guildford, Surrey, GU1 4LY;

“Supplemental Agreements” means an agreement entered into between Person Centred Software or its permitted sub-licensor or permitted distributor and the Licensee to amend or supplement the terms and conditions detailed in this document;

“Update” means a new release of any aspect of The Service and generally containing corrected errors, fixed bugs, improvements, architectural changes or new features and/or functionality;

“User” means any person that is given permission to use The Service by the Account holder, or given permission by any User of the Account Holder;

“you” “your” means the Account Holder;

“your Data” means any data entered or uploaded by any User.

Formation of Agreement:

If a new customer, then:

By accepting the Subscription Fee quotation, these Terms and Conditions will become legally binding between the Account Holder and us.

If an existing customer, then:

These Terms and Conditions will become a legally binding agreement between the Account Holder and us.

The Agreement will be concluded in the English language and these Terms and Conditions shall govern the agreement between the Account Holder and us.

If you made any mistakes in the details you gave to us when applying for a Mobile Care Monitoring account, these errors can be corrected by accessing The Service and using the “Service”, “Organisation Details” or “People” pages.

We reserve the right, at our discretion, not to accept an application to create a Mobile Care Monitoring account. This may be due to technical constraints, because you or an Associated Company have been barred by us from using The Service or for any other reason. No charge will be made by us for declined applications.

You will not be able to access and use The Service without an email address and password for a Mobile Care Monitoring User. There are two ways you can obtain these:

- To create the initial Mobile Care Monitoring User for an Account Holder a valid email address must be provided, and this will be used to communicate the schedule of charges. Upon initially accepting the Subscription Fee quotation a password is required, and this will create an Account Holder with a Mobile Care Monitoring User using the provided email address and specified password.
- Additional Mobile Care Monitoring Users can be created by the initial Mobile Care Monitoring User or authorised Mobile Care Monitoring User(s) by accessing The Service and using the “Add staff” function on the “Home” page.

The initial Mobile Care Monitoring User can authorise other Mobile Care Monitoring Users to have the same level of access as the initial Mobile Care Monitoring User.

Person Centred Software grants to the Account Holder a non-transferable, non-exclusive licence to allow Permitted Users to use The Service on the terms set out in these terms and Conditions; to use the Documentation in conjunction with The Service; and to make a reasonable number of copies of the Documentation for training and reference.

The above licence is strictly subject to compliance with these Terms and Conditions. It is the Account Holder's responsibility to ensure that all of their Users comply with the terms of the Agreement.

The Account Holders use of The Service is governed by these Terms and Conditions and any Supplemental Agreements with Person Centred Software or any permitted sub-licensor or permitted distributor.

License restrictions

Unless otherwise agreed in writing by Person Centred Software, the Account Holder may not:

- allow those who are not Permitted Users to use The Service
- modify, adapt, translate, reverse engineer, decompile, disassemble or attempt to discover the source code of The Service or convert or translate The Service to a human perceivable form or allow The Service to be combined with, or to become incorporated or integrated in, any other programs, software or hardware except as specifically agreed by Person Centred Software
- knowingly use The Service otherwise than in accordance with the Documentation
- distribute, license, sub-license, lease, lend, transfer or otherwise dispose of any interest in The Service to any third party or otherwise allow other parties to use or have access to, The Service or Documentation
- knowingly use The Service in breach of Person Centred Software's licence management requirements or systems; or otherwise use The Service in any manner not permitted by the Agreement.

Control of personal data

For the purposes of these Terms and Conditions, the terms “controller”, “data subject”, “personal data”, “processing”, “processor” and “supervisory authority” shall have the meaning given to those terms in Regulation (EU) 2016/679 (“GDPR”).

In respect of personal data we process on behalf the Account Holder, the parties agree that the Account Holder is a controller of the personal data, and we shall be the processor.

We, to the extent we are acting as processor in respect of such personal data, agree to:

- process the personal data only on the documented instructions from the Account Holder and for the purposes of carrying out our obligations under the Agreement, unless required to do otherwise by European Union (EU), EU Member State or other law to which we are subject. In such a case, we shall inform the Account Holder of that legal requirement before processing (unless that law prohibits such information on important grounds of public interest);
- ensure that our personnel authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- not transfer the personal data outside of the area comprising the United Kingdom and the European Economic Area unless such transfer is to a country or territory which has been formally recognized by the European Commission as affording personal data an adequate level of protection;
- taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of the varying likelihood and severity of rights and freedoms of natural persons, in relation to the Account Holder’s personal data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk including considering those measures referred to in Article 32 of the GDPR (‘Security of processing’);
- taking into account the nature of the processing, at the Account Holder’s cost, assist the Account Holder by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Account Holder’s obligation to respond to requests for exercising data subjects’ rights laid down in Chapter III (‘Rights of the data subject’) of the GDPR;
- taking into account the nature of the processing and information available to us, at the Account Holder’s cost, provide assistance to the Account Holder in order to assist the Account Holder in ensuring the Account Holder’s compliance with the obligations set out in GDPR Article 32 (‘Security of processing’), Article 33 (‘Notification of a personal data breach to the supervisory authority’), Article 34 (‘Communication of a personal data breach to the data subject’), Article 35 (‘Data protection impact assessment’), and Article 36 (‘Prior consultation’), in each case solely in relation to personal data processed by Person Centred Software on behalf of the Account Holder;
- at the option and cost of the Account Holder, delete or return to the Account Holder after the end of the provision of services relating to processing all the Account Holder’s personal data, and delete existing copies unless English, EU, EU Member State or other law requires storage of the personal data; and
- at the Account Holder’s cost: (i) subject to our confidentiality requirements, make available to the Account Holder all information necessary to demonstrate compliance with Article 28 of the GDPR, and (ii) subject to our security and confidentiality requirements and no more than once per calendar year, permit reasonable audits and inspections conducted by the Account Holder or an auditor appointed by the Account Holder.

The Account Holder consents to us engaging additional processors to process the personal data, and consents to the engagement of those third parties that are processors engaged by us as at the date of the Agreement.

We will inform the Account Holder of any intended changes concerning the addition or replacement of such processors thereby giving the Account Holder the opportunity to reasonably object to such addition or replacement (grounds for objection being non-compliance of the GDPR).

We will ensure that the arrangement between us and each processor contemplated by the immediately preceding two paragraphs is governed by a written contract including the same data protection obligations as those set out in these terms and conditions which are required by Article 28(3) of the GDPR.

The Account Holder shall (at its own cost) provide assistance requested by us in relation to the fulfilment of our obligation to cooperate with the relevant supervisory authority under Article 31 GDPR.

The Account Holder warrants, represents and undertakes to us that:

- the Account Holder has all authority, grounds, rights and consents necessary to enable us and our processors to process the personal data in accordance with the GDPR for the purposes of the Agreement;

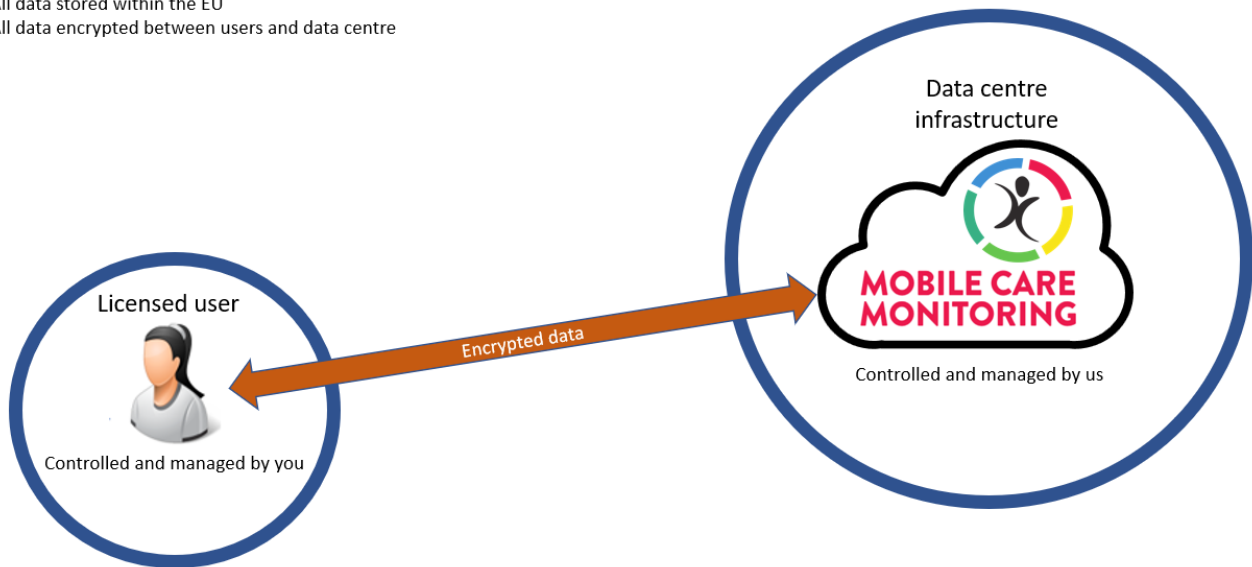
- we and our processors' use of the personal data in accordance with these terms and conditions and for the purposes of the performance of the Agreement shall not cause the Account Holder, us or our processors to be in breach of any laws or regulations (including any and all applicable data privacy laws); and
- the Account Holder shall comply with the GDPR and all other applicable laws and regulations, relevant industry codes of practice and guidance in relation to the processing of personal data.

The Account Holder acknowledges and agrees that we and Papworth Computer Software have the right to use anonymised, aggregated data with the aim of benefiting social care, health care, or all providers generally.

The Account Holder shall ensure that people processing the personal data are subject to a duty of confidence.

The security of data and access to data is shown by the following diagram:

- Data security**
- All data stored within the EU
 - All data encrypted between users and data centre



Service and support

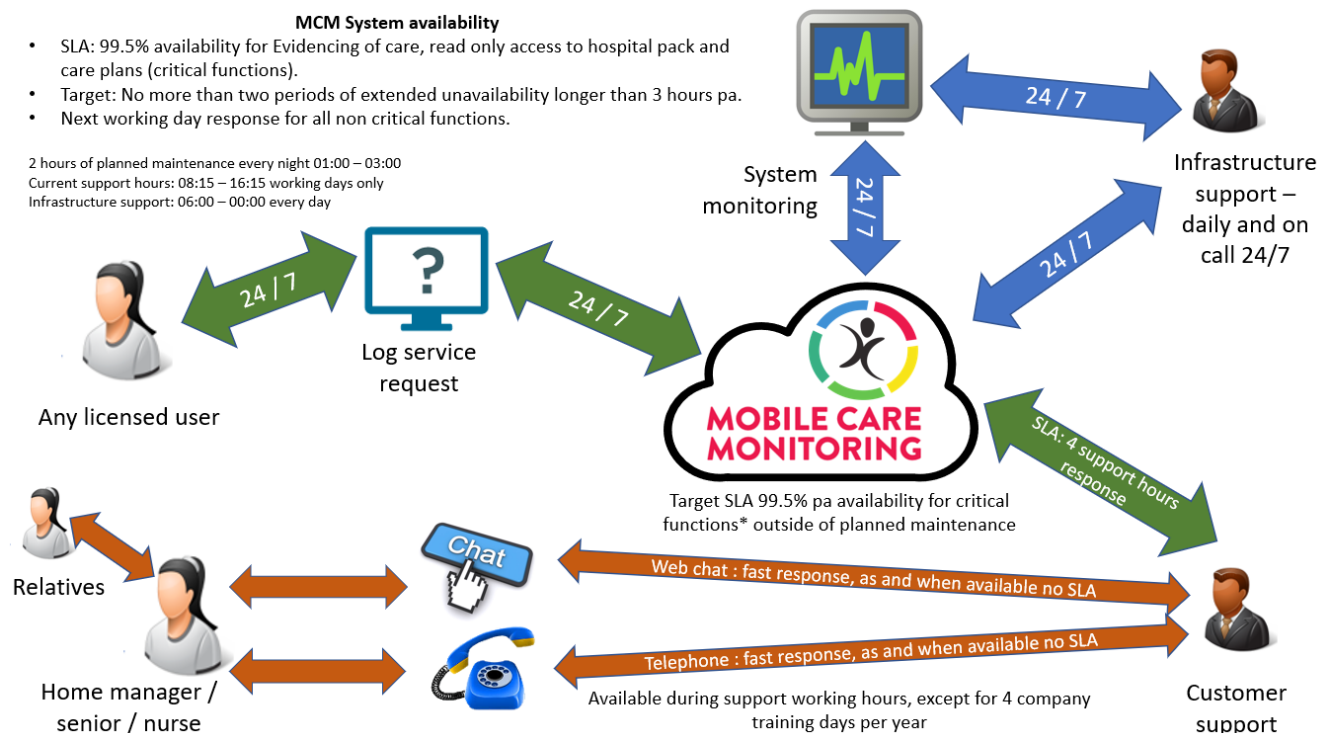
Person Centred Software will provide a service infrastructure that provides at least 99.5% uptime, and is monitored 24 hours a day, seven days a week.

Person Centred Software will provide telephone and web chat support between the hours of 8:15 and 16:15 Monday to Friday excluding English Bank Holidays, with a break of 1 hour from 12:30 to 13:30. Note: during 2018 there are three steps being worked on to increase the telephone and webchat support hours, which are:

1. We are recruiting an additional support person so that we provide support from 8:00 to 16:30 continuously Monday to Friday excluding English Bank Holidays
2. We are working with our Australian reseller to provide out of hours support five days a week
3. By the end of 2018 we expect to provide on-call 24/7 support.

Person Centred Software provides the ability to log support requested within Mobile Care Monitoring and this service is available whenever The Service is available.

The following diagram shows the support infrastructure and availability:



Customer support will respond to different requests as follows:

- An interruption to service identified through system monitoring will normally be resolved within a maximum time period of 2 hours
- A request for customer support logged as a service request will be responded to within 4 support hours
- A request for customer support logged as a web chat or phone call will be responded to if staff are available.

Resolution times for customer support cannot be guaranteed, however the following are what we aim to achieve on a reasonable endeavours basis:

- System errors in critical functions which stop all people working that affect the majority of users, for which no work around is available, will be resolved within 2 hours.
- System errors in critical functions which stop people working that affect one, or a few people, for which there is no work around, will be resolved within 4 support hours.
- System errors in critical functions which stop people working that affect the majority of users, for which there is a work around available, will be resolved within 2 support weeks.
- Carer devices maintained by us will be returned within 2 support days of being received by us.
- System errors which stop people working that affect one, or a few people, for which there is a work around available, will be resolved within 4 support months.

We will not provide support if the Account Holder has disabled Person Centred Software from accessing the data.

Person Centred Software will provide updates to the Service from time to time and the Licensee accepts that there are no rights to additional features or commitment for the product to continue with specific features.

Person Centred Software will provide on-site implementation, consultancy and training subject to these Terms and Conditions.

Any additional support, consultancy, training or other service not expressly defined in the Agreement will be available subject to availability at Person Centred Software's standard rates, or as agreed between both parties.

Payment Terms and Termination

The Agreement shall commence on the date that The Service is delivered to the Account Holder and shall continue in perpetuity unless terminated by one of the following:

- Within the first six months following commencement of the Agreement, by mutual agreement of the parties or notice on either side of 1 month;
- After six months from the commencement of the Agreement, by mutual agreement of the parties or notice on either side of 12 months;
- By either party giving notice to the other following a material breach by the other of any obligation under the Agreement which is not (if capable of remedy) remedied within 60 days of such notice to the satisfaction of the first party (and a material breach shall include the failure to pay any fees or payments due hereunder);
- By notice to either party if the other party becomes insolvent or is otherwise unable to pay its debts as they fall due within the meaning of S.123 Insolvency Act 1986 or is deemed to be insolvent within the meaning of the laws of the relevant jurisdiction of the Licensee.

Use of The Service is payable according to the agreed terms by the Account Holder based on the Subscription Fee. If the Account Holder changes their usage of The Service in the future, the change in the Subscription Fee charge will take effect at the next billing cycle. If the usage is above the level shown in the Subscription Fee then the billing cycle will reflect the correct charge based on the current list prices.

We shall be under no obligation to provide The Service if the subscription fee is not paid on time or if the Account Holder does not abide by the terms of this Contract.

The Account Holder must ensure that we have complete and accurate billing and contact information throughout the subscription period, including the full name of the Account Holder, its business address, and a billing contact email address. If any subscription fees become overdue we reserve the right to suspend access to The Service until the overdue amount is paid, and we may close the Account Holder's Mobile Care Monitoring account permanently.

If we withdraw access to The Service because the Terms and Conditions have been breached, no refund will be payable by us.

Person Centred Software agrees to invoice, and the Account Holder agrees to pay upon the following terms:

- We will invoice deposits for hardware and sales of hardware in advance, and will require payment prior to delivery;
- We will invoice the monthly subscription at the end of each month's usage provided the Account Holder has a direct debit instruction in place, otherwise the monthly subscription will be billed monthly in advance with a payment term of 7 days;
- We will invoice for all other services in arrears with a payment term of 7 days from invoice date.

Person Centred Software reserves the right to increase prices at any time after the third anniversary by a maximum of RPI change in your country in that time + 1% p.a. from the date of commencement of service.

If any location ceases to operate then the Subscription Fee for this location will be removed from the monthly subscription at the next billing cycle following the date we are informed of the location ceasing to operate, or the next billing cycle following the date the location ceases to operate, whichever is the later.

Third party applications:

Third party applications may, with your permission, allow you to interact with The Service via the Mobile Care Monitoring API. Instructions on how to access the API are available in the help section of The Service. Please note that:

- You should only enable API access if you have the permission of the Account Holder
- By enabling API access to your Mobile Care Monitoring account you agree to the terms of the API on your own behalf and on behalf of the Account Holder
- Any third party application which you use to access The Service has the ability to access your Data. Before using any third party application, you should carefully assess whether or not you are happy with the assurances provided by the third party application provider regarding your privacy and security
- We accept no responsibility for any loss suffered by you as a result of the use of any third party application to access The Service

Your obligations

You must:

- only ensure that all Users accessing The Service with access to Your Data are authorised by you for such access
- only use The Service for care management purposes relating to your own business and which are legal.

You must not:

- do anything which could reasonably be expected to damage, disable, overburden, or materially impair The Service or our website generally or which is likely to interfere with any other party's use or enjoyment of The Service;
- question or dispute our ownership of the intellectual property rights in The Service.

The Account Holder is ultimately responsible for administering and safeguarding any passwords created to control access to its Mobile Care Monitoring account. It is the responsibility of the Account Holder to keep secure any password issued as part of The Service.

Who owns what

The Account Holder has sole responsibility for the accuracy and reliability of your Data.

The Account Holder retains ownership of any copyright, trade marks, database rights and any other intellectual property rights it has in your Data (such as rights in its logo, for example.) Intellectual property rights in your Data will not be transferred to us. We reserve the right to disclose your Data to law enforcement officials in the investigation of fraud or other alleged unlawful activities but otherwise we will only use your Data to provide The Service and provide information to you that may help improve The Service.

All copyright, database rights, trade marks and other intellectual property rights in The Service (including any such rights in our website) are either owned by or licensed to us and nothing in the Agreement shall transfer any ownership rights to you.

Devices that are rented by the Account Holder remain the property of Person Centred Software, but are entrusted to the Account Holder for safe care and normal operation and are subject to the manufacturer's warranty conditions. If any devices are stolen from the Account Holder then they should report this to the police explaining the circumstances under which they were stolen. We will charge the full cost to the Account Holder for any devices that are stolen.

All copyright, database rights, trade marks and other intellectual property rights in any external data sources or embedded third party services used in Mobile Care Monitoring are the intellectual property of the relevant third party provider.

Copyright and all other intellectual property rights whatsoever in The Service and the Documentation is owned by Person Centred Software or Papworth Computer Software. The content, structure, organisation and code comprised in The Service and the information in the Documentation are the valuable trade secrets, and Confidential Information, of Person Centred Software or Papworth Computer Software.

All rights, title and interest in any ideas, know-how, and programs comprising enhancements or modifications to The Service which are developed by or on behalf of Person Centred Software in the course of providing any technical or maintenance services shall at all times remain the property of Person Centred Software.

If the Account Holder discovers any potential fix or modification to The Service ("Modification") it shall notify Person Centred Software of that fact as soon as reasonably practicable after such discovery. The Account Holder hereby grants to Person Centred Software a royalty free, perpetual, irrevocable, sub-licensable, worldwide licence to develop, modify and commercialise in any manner any Modifications discovered by the Account Holder.

Confidentiality

Each party agrees both during the period of supply of The Service and for a period of 5 years after the date of termination that it will not knowingly or wilfully use or disclose to any third party any Confidential Information of the other except as permitted by the Agreement or as authorised by the other party in writing. Any personal information as defined by GDPR will be subject to the terms in the section “Control of personal data”.

The confidentiality obligations in the Agreement shall not apply to any Confidential Information which is required to be disclosed by applicable law or order of a Court of competent jurisdiction or recognised stock exchange or government department or agency or other competent authority provided that prior to such disclosure the recipient party consults with the other party as to the proposed form, nature and purpose of the disclosure.

The Recipient shall at all times keep such Confidential Information secret and confidential and will not disclose any part of it to a third party.

The Recipient shall only divulge such Confidential Information to the Recipient's Employees or sub-contractors (if any) who require access to it for the purpose of their duties in relation to work commissioned by or on behalf of the Disclosing Party.

The Recipient shall not use any of the Confidential Information for any commercial purpose.

The Recipient shall not copy nor reproduce any of the Confidential Information in any manner or form without the prior written consent of the Disclosing Party; and with the exception of copy up or reproduction by the Recipient required in the provision of services to the Disclosing Party. For the purposes of the Agreement, copying shall not include forwarding an email between either party, or printing an email in order for it to be more manageable.

The Recipient shall return all Confidential Information which may be in their possession to the Disclosing Party if requested to do so as soon as reasonably practicable and, in any event, within 7 days of the request.

The Recipient shall not be liable for any disclosure of the Confidential Information which:

- becomes public knowledge other than through a breach by the Recipient;
- the Recipient can prove by documentary evidence to the Disclosing Parties reasonable satisfaction was lawfully in the possession of the Recipient prior to the disclosure;
- the Recipient can prove was provided to them by a third party and was unrelated to the Confidential Information of the Disclosing Party or is required by law.

If disclosure is required by law, pursuant to a subpoena or order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body PROVIDED THAT in the event that the Recipient receive a subpoena, order, requirement or official request to disclose any Confidential Information, the Recipient will, if permitted to do so, (a) promptly notify the Disclosing Party thereof, (b) consult with the Disclosing party on the advisability of taking steps to resist or narrow such request, and (c) if disclosure is required or deemed advisable, co-operate with the Disclosing Party in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information.

The Recipient agrees to ensure that all of its employees and subcontractors shall maintain confidentiality in terms of the Agreement and the Recipient shall be responsible for any disclosures of the Confidential Information by such party.

The Recipient acknowledges that the Confidential Information shall at all times remain the property of the Disclosing Party. Nothing in the Agreement will be construed as granting any rights to the Recipient and the Recipient acknowledges that neither the Recipient nor the Disclosing Party shall be under any obligation by the disclosure of the Confidential Information to enter into a contract or Agreement. In particular, no licenses to patent, inventions, know-how, trade marks or copyright are implied or granted under this Contract.

The Recipient agrees that all “Inventions” (which means all inventions whether patentable or not, including without being limited to designs, ideas, discoveries, improvements and copyright) which are embodied in the Confidential Information disclosed to the Recipient in terms of this Letter shall belong to and remain the absolute property of the Disclosing Party or any third party where appropriate.

The Recipient agrees that the obligations under the Agreement shall continue indefinitely.

Limitation of liability

IMPORTANT: This section restricts the extent to which we are liable for any losses which may be suffered in connection with your use of The Service. It also requires the Account Holder to compensate us for any loss we suffer as a result of your failure to comply with the Agreement.

The Account Holder accepts that The Service cannot be tested in every possible combination or operating environment. In particular and for the avoidance of doubt Person Centred Software does not warrant:

- That The Service will operate in all selected combinations including with any particular third party software or hardware
- That operation of The Service will be uninterrupted or error free
- That operation of The Service will meet the Account Holder's requirements.

We make no guarantee that The Service will be suitable for your intended use, neither do we guarantee that it will be error-free, timely, reliable, entirely secure, virus-free or available, especially since we are dependent on the reliability of the Internet and your use of your own computing equipment to access The Service. We will try to keep disruptions to a minimum, but we may suspend The Service from time to time to carry out maintenance and support work and to investigate unauthorised use. The Service is not a substitute for a qualified carer and any information presented does not constitute care advice.

The Account Holder uses The Service entirely at its own risk.

We do not limit our liability for personal injury or death resulting from our negligence, for fraud committed by us or for any other liability that it would be illegal to limit.

Save in respect of the liability referred to in the foregoing sentence, but notwithstanding any other provision of these terms and conditions or any Agreement:

- we shall not be liable (whether such liability arises in contract, tort (including negligence) or otherwise) for any:
 - loss of profits, loss of revenue, loss of business, loss of anticipated profits, loss of goodwill, and/or loss of data; and/or
 - consequential, special and/or indirect losses;
- our total liability arising out of or in connection with the Agreement (whether such liability arises in contract, tort (including negligence) or otherwise) shall be limited each calendar month to the total amount of subscription fees that we receive from the Account Holder under the Agreement in respect of the previous calendar month.

You shall be held liable for any reasonable costs and expenses incurred by us as a result of breach of these Terms and Conditions by any User authorised by you or one of your Users.

Person Centred Software warrants that the latest version of The Service will operate substantially in accordance with the specification in the latest version of the Documentation.

Any express or implied warranties herein shall not apply if:

- The Service is not used in accordance with the instructions of Person Centred Software
- A program error in The Service results from a malfunction of a third party's or the Licensee's equipment or software not supplied by Person Centred Software.

Person Centred Software warrants that The Service does not impinge any third party rights and indemnifies the Account Holder of any risk thereof to a maximum amount of £500,000.

Except as provided above, The Service is provided "as is" and Person Centred Software expressly disclaims and excludes, to the maximum permitted by law, all other representations, warranties, conditions or other terms, express or implied, including without limitations the implied warranties of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose.

Person Centred Software's total liability and the Account Holder's exclusive remedy for breach of the limited warranties given above shall be limited to Person Centred Software, at its option, either refunding the price paid by the Account Holder for The Service, or replacing the defective Service or using reasonable efforts to correct material, documented, reproducible defects in The Service and delivering such corrections to The Service.

In no event shall Person Centred Software be liable for any indirect, special, incidental or consequential damages (including loss of profits or data) arising out of the use or inability to use The Service, whether based on a claim under contract, tort or other legal theory, even if Person Centred Software was advised of the possibility of such damages. Because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages the above limitation relating to liability for consequential damages may not apply to the Account Holder.

Person Centred Software does not seek to limit or exclude liability for death or personal injury arising from Person Centred Software's negligence.

Person Centred Software's entire liability in contract, tort, negligence or otherwise for damages or other liability in respect of any one incident or a series of connected incidents shall not exceed the amount of the fees paid to Person Centred Software under the Agreement.

General provisions

The Terms and Conditions and our Privacy and Security Policy describe the entire agreement between you, the Account Holder and us regarding The Service, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

If either you or we ignore any breach of the Agreement, it doesn't mean that any further breach cannot be enforced. Similarly, if any part of the Agreement turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the Agreement will still be binding.

The Agreement may not be amended, varied, supplemented or otherwise modified except by an instrument in writing agreed by all the parties.

Neither you nor the Account Holder may transfer any of your rights or obligations under these Terms and Conditions without our written consent.

The benefits and obligations of each party under the Agreement are personal and no party may assign, charge, delegate or transfer all or any part of its benefits or obligations hereunder without the prior written consent of the other parties hereto save that Person Centred Software may freely assign its rights and obligations hereunder to any Associated Company of Person Centred Software.

Each party hereto represents and warrants to the other party that the signatories hereto for and on behalf of that party (and, in the case of the Licensee, the representative of the Licensee accepting the terms of the Agreement) have been fully empowered to execute the Agreement on its behalf and that all necessary action has been taken and all requisite approvals have been obtained to authorise such execution.

Any notice given by either party hereunder shall be in writing.

Neither party shall be liable to the other for any failure to perform or delay in performance of its obligations hereunder caused by any circumstances beyond its reasonable control including without limitation inaccessibility of the Internet, government action, war, act of terrorism or civil insurgency or disturbance, act of God, all types of industrial disputes, lock-outs and strikes whether of their own employees or those of any third party.

The Agreement shall be governed by and interpreted in accordance with English law. If any party wants to take court proceedings in relation to The Service, it must do so in England. You are responsible for compliance with any applicable laws of the country from which you use or otherwise access The Service.

In witness whereof the parties have caused the Agreement to be executed by their duly authorised representative:

PERSON CENTRED SOFTWARE LIMITED

SIGNED _____

NAME: _____

TITLE: _____

DATE: _____

THE ACCOUNT HOLDER

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____