

Plan4 Systems

HELPING HEALTHCARE PROVIDERS PLAN4 & DELIVER PATIENT CARE



Terms of Service



Terms of Service

Version 1. May 2022

This is a binding contract. Please read it carefully before using Plan4 Systems (Plan4) software applications.

These Terms of Service (the "Terms") are an important contract between Plan4 and you:

- If you are opening a Plan4 account or including this Agreement by reference in a purchase order, this contract is between Plan4 and your organisation. You represent that you have the authority to bind your organisation to this agreement.
- If you are an individual Plan4 user, this Agreement is between you and Plan4.

Plan4 has several policies (the "Policies") that form part of these Terms:

1. Data Processor Policy
2. Security Policy
3. Privacy Policy
4. Service Level Agreement Policy
5. Support Policy
6. Trademark Policy

The "Agreement" refers to these Terms and the Policies together.

The principle of this Agreement is that Plan4 grant you a license to use the Services, and in return you pay Plan4 and agree to abide by our terms and policies. Failure to abide by your obligations under these policies constitutes grounds for suspension or termination of your account and revocation of your access to the Services.

In this Agreement:

- " Plan4," "we," and "us" means Plan4 Systems Limited.
- The "Services" means the Plan4 services, including Plan4's Applications; Demand Builder, Capacity Planner, Analytics & Insights, Run Rate Performance, and any other platforms, APIs, interfaces, related web sites, networks, embeddable widgets, downloadable software, and other services we provide.
- Section 22 contains more defined terms.

Summary

You acknowledge and agree that, as provided in greater detail in this Agreement:

- The Services are licensed, not sold to you, and that you may use the Services only as set forth in this Agreement,
- The Services are provided "as is" without warranties of any kind, and Plan4's liability to you is limited,



- You are solely responsible for protecting the privacy and legal rights of your End Users, except as provided for in Plan4's Data Processor Agreement between you and Plan4,
- You are solely responsible for exporting Your Content and materials from the Services prior to closing your Plan4 account; and
- The Agreement and these Terms shall be governed by and construed in accordance with the law of England and Wales. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.

This Agreement takes effect when you click the "login" button or in signing a contract that incorporates these terms by reference, or, if earlier, when you use any of the Services (the "Effective Date").

1. Eligibility

You must be authorised as a user to use the Services. By agreeing to this Agreement, you represent and warrant to us that: (a) you are authorised; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations. If you are using the Services on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to this Agreement and you agree to be bound by this Agreement on behalf of that organization. Plan4 may, in its sole discretion, refuse to offer the Services to any person or entity, and may change its eligibility criteria at any time.

2. Your Account and Use of the Services

To access the Services, you must create a Plan4 user account. You may also need to create a Plan4 organisation account if one does not exist already.

When you register for the accounts, you may be required to provide us with some information about yourself, such as your phone number, email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate at all times. You are responsible for all activities that occur under your accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). You may create additional user accounts for users within your organization.

Each Plan4 user account is protected by credentials. You are responsible for maintaining the security of your credentials, including use of two-factor authentication. Plan4 and our affiliates are not responsible for unauthorized access to your account, except to the extent caused by our breach of this Agreement.

If you do not abide by your obligations, we may determine your account to be not in good standing and may take Remedial Action pursuant to Section 5. Good standing is determined at Plan4's sole discretion.

PLAN4 RESERVES THE RIGHT TO DISABLE ANY USER'S ACCESS TO ANY PART OF THE SERVICE, AND TO TERMINATE ANY USER'S ACCOUNT.



You may terminate your account and this Agreement at any time in accordance with Section 11.

A. Your obligations. Your obligations include, but are not limited to, the following:

1. Your use of the Services must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software.
2. You will provide us with true and accurate information and responses in connection with your use of the Services.
3. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen.
4. You will not attempt to gain access to Plan4's internal administrative tools.
5. You will not attempt to disrupt the Services.
6. You will abide by the restrictions in our Support Policy and Security Policy on how the Services may be implemented.
7. You will remit payment timely for the Services, as specified in the Billing Policy and any purchase order you may execute.
8. If you are using the Services to process GDPR personal data, you must have a valid organisational Data Protection Policy, and have applied the required security configurations and controls as specified in that policy. In using Plan4's service, you are agreeing to Plan4's Data Processor Agreement.

B. Unauthorized uses. You will not violate and will not allow third parties under your control to violate, Plan4's agreements and policies.

3. Privacy

A. Your privacy. Please read Plan4's Privacy Policy.

B. Your users' privacy. You are responsible for protecting the privacy and legal rights of your End Users. Your obligations include but are not limited to:

1. Properly configuring the Plan4 Services to protect your users' information,
2. Configuring and enforcing user access policies and permissions for the Plan4 Services; and
3. Providing legally adequate privacy notices for your users and informing them that their information may be available to Plan4 and/or our affiliates under certain circumstances, pursuant to our Privacy Policy.
4. We provide support and training to help you with these responsibilities. Please see our support resources, our Support Policy, and our training offerings.

4. Fees and Charges

A. Payments and pricing. You incur fees and charges based on your use of the Services. We invoice as indicated in the Plan4 Billing Policy or your purchase order, as applicable. We may invoice you more frequently if we determine that your account is at risk of non-payment. Any outstanding balance becomes immediately due and payable upon termination of this Agreement for any reason.

All amounts payable are denominated in English Pounds, and you agree to pay all such amounts in English Pounds.



We may change our Billing Policy. In the event we do so, we will give you 30 days' notice before the beginning of the billing cycle during which the revised policy will be applied.

Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. You are responsible for paying all reasonable expenses and solicitors fees we incur collecting late payments. We reserve the right to discontinue the provision of the Services to you for any late payments.

Fees are based on a 12-month user licence. Our determination is final. To the fullest extent permitted by law, you waive all claims relating to charges unless claimed within 60 days after the charge. To the fullest extent permitted by law, refunds (if any) are at our discretion and only in the form of credit for the Services. Nothing in this Agreement obligates Plan4 to extend credit to any party.

B. Taxes. You are responsible for paying all taxes and government charges and will pay us for the Services without any reduction. In the event that Plan4 is obligated to collect or pay taxes, those taxes will be invoiced to you, unless you provide us with a timely and valid tax exemption certificate issued by the appropriate authority for each jurisdiction in which you claim exempt status.

If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

5. Suspension, Removal, and Remedial Action

Under some circumstances, you are obligated to suspend or remove an Application or other Enclave Containerized Service from the Services and take remedial measures, such as if your Application is compromised and is being used to violate our Acceptable Use Policy.

In addition to your obligations, we reserve the right to suspend your account, suspend your access or your End Users' access to the Services, and/or suspend or remove an Application (take "Remedial Action"). Our right to take Remedial Action is in addition to our right to terminate this Agreement pursuant to Section 11.

A. Your obligations. If you become aware that any Application or End User's use of an Application or data violates a Plan4 Policy, you will immediately suspend that Application, remove the applicable data, or suspend access to that End User, whichever may be applicable to remedy the violation. If you fail to remedy the violation on your own, we will make a specific request that you do so. If you do not remedy the violation within the time period specified in our request (in no case later than 24 hours), we may take Remedial Action.

We reserve the right to take Remedial Action if you are in breach of this Agreement, including if you are delinquent on your payment obligations by more than 15 days.

B. Our obligations. We will always try to resolve any issues within a mutually acceptable timeframe. We reserve the right to take unilateral Remedial Action at any time, however, to enforce our policies and ensure the safety and security of our customers and their users. If we take



Remedial Action without prior notice, we will provide the reason to you as soon as is practically possible.

C. Effect of Remedial Action. If we take Remedial Action:

1. You remain responsible for all fees and charges you have incurred through the date of the Remedial Action,
2. You remain responsible for any applicable fees and charges for any Services to which you continue to have access,
3. You remain responsible for applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and
4. You will not be entitled to any credits for any period of suspension.

6. Intellectual Property

A. Data. By using Plan4 Services you will provide Plan4 with information, access to data, and files. You retain full ownership to their data. You may request your data at any time. Plan4 don't claim any ownership to any of it. These Terms do not grant Plan4 any rights to your data or intellectual property except for the limited rights that are needed to deliver Plan4 Services, as explained in this document.

Plan4 may need your permission to perform actions that you ask Plan4 to do with your data, for example, publishing reports, or sharing data. This also includes actions that Plan4 make to administer our Data Analytics Service and backup data to keep it safe. You give Plan4 permission to perform these actions solely to provide the Data Analytics Service. This permission also extends to third parties that we work with to provide the Data Analytics Service including Microsoft, which hosts our SQL server and data storage.

You are solely responsible for its conduct, data, and communications with others while using Plan4's Data Analytics Service. The services we provide may contain Confidential Information and is intended strictly for your internal use and not for any other third party. As such, you acknowledge that Plan4 has no obligation by means of any resulting publication of data, rendering professional advice or services to any third party. Any resulting data should not be used by any third party as a basis for any decision or action that may affect its business. Third parties should consult a qualified professional advisor before making any decision or taking any action that may affect its business. Plan4 shall not be responsible for any loss sustained by any third party who relies on any resulting publication of data.

Upon the termination of your licence, you may request, within 30 days, a copy of all the data that you provided to Plan4 for use in Plan4's Software, and all data generated by Plan4 Systems.

B. Content. You retain all rights to Content and Plan4 will not own your Content. Plan4 will not view, access, or process any Client Content, except as directed or instructed by the Client, or as required to comply with Plan4 policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of your Content within the Services.

Plan4 will process your Content as a data processor acting on your behalf (in your capacity as data controller). See Plan4's Data Processor Agreement. Plan4 will use and process your Content to provide its Services to fulfil its obligations under the Agreement, and in accordance with your



instructions as represented in this Agreement. Notwithstanding anything to the contrary, this section of the Agreement expresses the entirety of our obligations with respect to your Content. “Content” means any of your data, files, documents, and other information that is provided in connection with the Service.

Any Personal Data that Plan4 receives from you will be stored at a secure cloud datacentre hosted by AWS and located within the European Economic Area. By submitting the Personal Data, you agree to this storing. Plan4 will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with these Terms and with the requirements under General Data Protection Regulation. All information you provide is stored on our secure servers. All data transmissions will be encrypted.

Where Plan4 has given you (or where you have chosen) a password which enables you to access certain parts of Plan4’s cloud services, you are responsible for keeping this password confidential. You should not share the password with anyone. You acknowledge that Plan4 has no obligation should you share the password.

C. Proprietary rights. In general, except as expressly set forth below in Sections 8 and 9, this Agreement does not grant either party any rights, implied or otherwise, to the other's Content or any of the other's intellectual property. As between the parties, you own all intellectual property rights in your Applications and customer data, and we own all intellectual property rights in the Services.

Notwithstanding that general principle:

1. You consent to our use of Your Content to provide the Services to you and any End Users,
2. We may disclose Your Content to provide the Services to you or any End Users,
3. We may disclose Your Content to comply with any request of a governmental or regulatory body (including subpoenas or court orders); and
4. If you provide any suggestions to us, we will own all right, title, and interest in and to your suggestions, even if you have designated the suggestions as confidential. We and our affiliates will be entitled to use your suggestions without restriction. You hereby irrevocably assign us all right, title, and interest in and to your suggestions.

7. Your Licenses from Plan4 Systems

A. License to access and use the Services. We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement. This license is valid only during the term of this Agreement and is revoked upon termination. This license is subject to the following restrictions:

1. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Agreement.
2. Neither you nor any End User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, (c) access or use the Services in a way intended to



avoid incurring fees, (d) resell or sublicense the Services, or (e) circumvent any security mechanisms used by Plan4, the Services, or any Applications running on the Services.

3. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.
4. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services you have used.

B. Our trademarks. Plan4 hereby grants you a limited, non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to display the Plan4 trademarks for the sole purpose of promoting or advertising that you use the Plan4 Services. This license shall be exercised only in accordance with the current version of our Trademark Policy. You agree that all goodwill generated through your use of the Plan4 trademarks shall inure to the benefit of Plan4.

8. Our Licenses from You

You hereby grant us a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to reproduce, adapt, modify, translate, publish, perform, display, host, store, transfer, modify for the purpose of formatting for display, and distribute any Application and/or data (including Your Content) for the sole purpose of enabling us to provide you with the Services.

9. Modification of the Services

You acknowledge and agree that the form and nature of the Services which Plan4 provides may change from time to time without prior notice, subject to the terms in Section 5. Changes to the form and nature of the Services will be effective with respect to all versions of the Services; examples of changes to the form and nature of the Services include without limitation changes to the Invoice Policy, security patches, added functionality, and other enhancements.

10. Term and Termination

A. Initial Term. The license granted in this Agreement will remain in effect for 12 months and thereafter by 12-month extensions (each extension subject to agreed licence fees), unless terminated earlier as set forth in this Agreement. Sections 6 (Intellectual Property), 10 (this Section), 12 (Indemnification), 13 (Exclusion of Warranties), 14 (Limitations of Liability), 17 (Governing Law), 18 (Dispute Resolution and Arbitration), and 20 (General Terms) shall continue to be effective after this Agreement is terminated.

B. Termination Notice. In the event the Agreement is terminated by you for convenience, a three months-notice period of an intention to terminate prior to the expiration date of a 12-month licence should be provided to Plan4.

C. Termination for Breach. Notwithstanding Section 10.A., Plan4 may terminate the Agreement as a result of a breach of these Terms by you, if (a) Plan4 provides written notification to you of the breach, and (b) such material breach is not resolved within fourteen (14) days of notification. In the event of termination of these Terms for any reason, you shall not have any claim, demand, or suit with respect against Plan4.



D. Effect of Termination. In the event the Agreement is terminated by you for convenience or by Plan4 as a result of a breach by you prior to the completion of the Initial Term or any Renewal Term, you shall pay Plan4 the remaining balance of Fees owed for the entire Initial Term or, if then in effect, the entire applicable Renewal Term.

Both parties acknowledge that this payment represents a reasonable estimate of Plan4's damages in the event of an early termination. In the event of termination of Agreement for any reason, your access and use of the Software shall cease immediately.

YOU ARE SOLELY RESPONSIBLE FOR EXPORTING YOUR CONTENT FROM THE SERVICES PRIOR TO CLOSING YOUR ACCOUNT. IF WE CANCEL YOUR ACCOUNT, WE WILL PROVIDE YOU A REASONABLE OPPORTUNITY TO RETRIEVE YOUR CONTENT, AS PERMITTED BY LAW.

You will not receive any refunds if you terminate this Agreement. If the Agreement is terminated, all your rights under this Agreement immediately terminate and all fees and charges (including any applicable taxes) owed by you to us are due immediately, including fees and charges for in-process tasks completed after the date of termination.

11. Changes to these Terms

We reserve the right, at our discretion, to change these Terms, as well as the Policies, on a going-forward basis at any time.

If the changed Terms or Policies materially modify your rights or obligations, we may require you to provide consent by accepting the changed Terms or Policies, as applicable. If we require your acceptance of the changed Terms or Policies, changes are effective only after your acceptance.

In the event that a change to these Terms or Policies does not materially modify your rights or obligations, we will make reasonable efforts to notify you of such change. We may provide notice in writing, by sending an email to any address you may have used to register for an account, or through other similar mechanisms. These changes are effective upon publication of the changed Terms or Policies.

If you do not accept the changed Terms or Policies, we may terminate your access to and use of the Services. If you are under contractual commitment to Plan4, we may choose not to renew your contract.

Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect between the parties at the time the dispute arose.

12. Indemnification

Your Obligations to Us. You agree that you will be responsible for your use of the Services, and if you harm someone or get in a dispute with someone else, we will not be involved. You agree to defend and indemnify Plan4 and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "Plan4 Entities") from and against every third-party claim, liability, damage, loss, and expense, including reasonable solicitors' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Services; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third-party right, including



any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defence of that claim. The assumption of such defence or control by us, however, shall not excuse any of your indemnity obligations.

13. EXCLUSION OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PLAN4 DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PLAN4 IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP YOUR APPLICATION AND CUSTOMER DATA, EXCEPT WHERE BACKUP OR SECURITY CONTROLS ARE EXPRESSLY PROVIDED AS FEATURES OF THE SERVICES. PLAN4 DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE, TIMELY, OR UNINTERRUPTED. PLAN4 DOES NOT WARRANT THAT THE SERVICES WILL BE SECURE, EXCEPT AS EXPRESSLY DOCUMENTED. YOU UNDERSTAND THAT YOU USE THE SERVICES AT YOUR OWN DISCRETION AND RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE PLAN4 ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

14. LIMITATIONS OF LIABILITY

IN NO EVENT WILL THE PLAN4 ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY PLAN4 ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.



YOU AGREE THAT THE AGGREGATE LIABILITY OF THE PLAN4 ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT PAID BY YOU TO PLAN4 FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

The foregoing limitations of liability do not apply to breaches of confidentiality obligations, violations of a party's intellectual property rights by the other party, or indemnification obligations.

15. Support

We will provide technical support to you pursuant to our Support Policy. Custom Service Level Agreements or support agreements may be available.

16. Security

As with any cloud service, you have ongoing security responsibilities to protect Your Content and your Enclave Services. You hereby agree to the terms of our Security Policy.

17. Governing Law

This Agreement and our policies are governed by the laws of the England and Wales without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under this Agreement, then, unless another location is expressly specified in this Agreement, you and Plan4 agree to submit to the personal and exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.

18. Dispute Resolution and Arbitration

A. Generally. In the interest of resolving disputes between you and Plan4 in the most expedient and cost-effective manner, you and Plan4 agree that every dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of this Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement.



YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND MEDICOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

B. Exceptions. Despite the provisions of Section 18(A), we both agree that nothing in Agreement will be deemed to waive, preclude, or otherwise limit the right of either of us to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable legal channel if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

C. Arbitrator. Any arbitration between you and Plan4 will be governed by The Arbitration Act 1996; an Act of Parliament which regulates arbitration proceedings within the jurisdiction of England and Wales and Northern Ireland.

D. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or courier (signature required), or if we do not have a physical address on file for you, by electronic mail ("Notice"). Plan4's address for Notice is:

Plan4 Systems Limited
19 Falcon Court
Preston Farm
Stockton-on-Tees
TS18 3TU

The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Plan4 may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Plan4 must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If our dispute is finally resolved through arbitration in your favour, Plan4 will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Plan4 in settlement of the dispute prior to the arbitrator's award; or (iii) £1,000.

E. Fees. If you commence arbitration in accordance with this Agreement, Plan4 will reimburse you for your payment of the filing fee, unless your claim is for more than £8,000, in which case the payment of any fees will be decided by the Arbitration Rules. Any arbitration hearing will take place at a location to be agreed upon in England, but if the claim is for £10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance-based telephone hearing; or (c) by an in-person hearing as established by the Arbitration Act. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in The Arbitration Act, then the payment of all fees will be governed by the Arbitration Rules. In that case, you agree to reimburse Plan4 for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the preceding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.



F. No Class Actions. YOU AND PLAN4 AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Plan4 agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

G. Modifications. If Plan4 makes any future change to this arbitration provision (other than a change to Plan4's address for Notice), you may reject the change by sending us written notice within 30 days of the change to Plan4's address for Notice, in which case your account with Plan4 will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject, will survive.

H. Enforceability. If Section 18(F) is found to be unenforceable or if the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 18 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17 will govern any action arising out of or related to this Agreement.

19. General Terms

A. Notices. All notices to Plan4 must be in writing and addressed to legal@medicorsoftware.com. Notice will be treated as given on receipt as verified by written automated receipt or by electronic log (as applicable).

You agree that Plan4 may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, or postings on the Plan4 Services. By providing Plan4 your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

B. Assignment. You may not assign any part of this Agreement without our written consent. Notwithstanding the foregoing, either party may assign the entirety of its rights and obligations under this Agreement, without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all its assets not involving a direct competitor of the other party.

C. Force Majeure. Plan4 shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labour conditions, power failures, and Internet disturbances.

D. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

E. No Waiver. You agree that any delay or failure of Plan4 to exercise or enforce any legal right or remedy which is contained in this Agreement (or which we have the benefit of under any applicable law), for any reason, does not constitute a formal waiver of our rights and that those rights or remedies will still be available to us.

F. Severability. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.



G. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless expressly stated.

H. Equitable Relief. Subject to Section 18 (Dispute Resolution and Arbitration), nothing in this Agreement will limit either party's ability to seek equitable relief.

I. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

J. Entire Agreement. This Agreement supersedes all other agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. The terms located at a URL referenced in this Agreement and the Documentation are hereby incorporated by this reference. After the Effective Date, Plan4 may provide you with an updated URL in place of any URL in this Agreement.

K. Interpretation of Conflicting Terms. If there is a conflict among the documents that make up this Agreement, the documents will control in the following order: this Agreement, and the terms located at any URL.

20. Definitions

"Application" means a Plan4 App you are running as a Plan4 Service.

"Plan4 Marks" or "Marks" mean any trademarks, service marks, service or trade names, logos, and other designations of Plan4 and its affiliates that we may make available to you in connection with this Agreement.

"Plan4 Site" means <https://www.plan4systems.com>, any subdomain owned or operated by Plan4, and any successor or related site designated by us.

"Content" means software, data, text, audio, video, images or other content.

"End User" means any individual or entity that directly or indirectly through another user:

- Accesses or uses Your Content; or
- Otherwise accesses or uses the Services under your account.

The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own Plan4 account, rather than your account.

"High Risk Activity" means any activity where the failure of a supporting computer system could lead to death, personal injury, or severe physical or environmental damage, such as the operation of nuclear facilities, aircraft navigation, or direct life support systems.

"GDPR Personal Data" means personally identifiable information as defined in Article 4 of the European Union's General Data Protection Regulation.

"Privacy Policy" means the policy available at <https://portal.plan4systems.com>, as it may be updated by us from time to time.



"Remedial Action" means our right under this Agreement to suspend your access or your End Users' access to the Services, and to suspend or remove an Application, if this Agreement is breached.

"Security Policy" means the policy available at <https://plan4systems.com>, as it may be updated by us from time to time.

"Support Policy" means the policy available at <https://plan4systems.com>, as it may be updated by us from time to time.

"Trademark Policy" means the policy available at <https://plan4systems.com>, as it may be updated by us from time to time.

"Your Content" means Content you or any End User (a) runs on the Services, (b) causes to interface with the Services, or (c) uploads to the Services under your account or otherwise transfers, processes, uses, or stores in connection with your account.

Plan4 Systems



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