

GP Staff End User Licence Agreement



BY ACCESSING THE PATCHS PLATFORM, PRODUCTS AND/OR SERVICES SOFTWARE ("PATCHS Software") "You" (BEING EITHER AN INDIVIDUAL, ORGANISATION OR OTHER ENTITY) HEREBY CONSENT AND AGREE TO BE BOUND BY AND BECOME A PARTY TO THIS SAAS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS SAAS AGREEMENT, DO NOT ACCESS THE PATCHS SOFTWARE.

NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LICENCE GRANTED TO YOU BY SPECTRA ANALYTICS LIMITED ("Spectra") FOR THE USE OF THE PATCHS SOFTWARE MADE AVAILABLE TO YOU.

- (A) Spectra has developed an electronic secure communication tool known as PATCHS Software.
- (B) Your GP Practice has purchased the PATCHS Software from Advanced (as defined below) Spectra's appointed reseller of the PATCHS Software product;
- (C) Your GP Practice wishes you to communicate with patients via the PATCHS Software on the terms set out in this End User Licence Agreement.

1 Definitions and Interpretation

- 1.1 In this End User Licence Agreement, unless the context otherwise requires:

Advanced means Advanced Health and Care Limited, a company registered in England, company number 02939302, with its registered office at Ditton Park, Riding Court Road, Datchet, Berkshire SL3 9LL, Spectra's appointed reseller of the PATCHS Software product.

Affiliate means in respect of a party, a company which is a subsidiary of that party or which is a holding company of that party, or a **subsidiary** of such **holding company**, in each case for the time being, and subsidiary and holding company shall have the meaning given to them in section 1159 Companies Act 2006.

AI means artificial intelligence which is the development of computer systems to be able to perform tasks that normally require human intelligence, such as pattern recognition and taking actions that have the best chance of achieving a specific goal.

Applicable Law means the law of England and Wales (and any EU regulations from time to time applicable under the terms of the European Union (Withdrawal) Bill).

Business Day means 9.00am to 5.00pm on a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

Data means any information or data stored or held in, or otherwise accessible via PATCHS Software from time to time, including any information, personal data or other data derived therefrom.

Data Protection Legislation: means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) along with the Data Protection Act 2018 (DPA 2018).

The terms '**controller**', '**processor**', '**personal data**', '**data subject**', '**process**', '**processed**' and '**processing**' shall all have the meanings set out in the Data Protection Legislation.

Disclaimer means the disclaimers set out in clauses 2 and 5 of this End User Licence Agreement.

End User Licence Agreement means this agreement together with the recitals and clauses 1 to 21 below and the Disclaimer, each as amended from time to time in accordance with clause 15.

Force Majeure Event means any circumstance or event beyond the reasonable control of the party affected by it and includes industrial disputes, telecommunications failure, epidemic/pandemic, power supply failure, computer breakdown, failure of suppliers to meet delivery requirements and absence of personnel due to illness or injury.

Intellectual Property means any and all patents (including rights in or to inventions), trademarks, service marks, rights in designs, trade, business or domain names, goodwill associated with the foregoing, copyright including rights in computer software and databases, topography rights (in each case whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), database rights, rights in know-how, trade secrets and other confidential information, and any similar or analogous rights in any jurisdiction which may now or in the future subsist in any part of the world, and **Intellectual Property Rights** shall be construed accordingly.

Licence Date means the date that you are first given access the PATCHS Software.

Licence Period means the period of time that your GP Practice makes the PATCH Software available to you commencing the Licence Date;

PATCHS Software means the PATCHS Software platform, products and/or services (as relevant).

Permitted Purpose means use of the PATCHS Software by you (as a member of staff providing services to a relevant GP Practice that has access to the PATCHS Software) where all Data will be used solely for the benefit of the provision of healthcare, or with your consent, used to participate in any health care research studies.

Support Portal means the Advanced self-service portal (<https://docman.service-now.com/docman>) which can be used to access first line support for PATCHS.

Territory means the United Kingdom.

- 1.2 If and to the extent of any inconsistency or conflict between this End User Licence Agreement and any document otherwise attached or incorporated into this End User Licence Agreement, the order of priority for the purposes of construction, is in descending order:

- 1.2.1 the clauses of this End User Licence Agreement (including the recitals); and

- 1.2.2 any other document incorporated by reference into this End User Licence Agreement.

2 Important Information about Use of the Software including Artificial Intelligence (AI), Language Translation and Guidelines

2.1 **PATCHS Software is constantly evolving through the use of AI capabilities to improve and assist the workload of your GP Practice staff. AI makes suggestions, such as the urgency of patient requests and/or whether they are related to a particular clinical topic - but is not intended to automate or replace the decisions of your GP Practice staff. Your GP practice staff should always review all patient requests as soon as possible even if the AI has been enabled. Neither Advanced nor Spectra accept liability for any deficiencies in patient care as a result of using the AIs. Use of the AIs are therefore entirely at the GP Practice's option and risk.**

2.2 **PATCHS Software is an English language service and is designed primarily for use by staff and patients with English as a first language. There is however a translation service provided as an additional option to help assist with the communication between your GP Practice staff and patients (to improve the quality of the online consultation service wherever possible). This translation service option is provided using commonly available translation software (currently Amazon Translate but this may change from time to time). Neither Advanced nor Spectra accept liability for any misinformation or diagnosis based on or caused by any incorrect translation arising from the use of such commonly available translation software. Use of the translation service option is therefore entirely at the GP Practice's option and risk.**

- 2.3 PATCHS Software is an online service and is designed primarily for use online. There is however a telephone assistant service provided as an additional option to help assist with the communication between your GP Practice staff and patients (to improve access to primary care services wherever possible). This telephone assistant services uses automated transcription services (currently provided by Amazon Web Services but this may change from time to time). Neither Advanced nor Spectra accept liability for any misinformation or diagnosis based on or caused by any incorrect transcription arising from the use of such transcription software. Use of the telephone assistant service option is therefore entirely at the GP Practice's option and risk.
- 2.4 Notwithstanding the provisions set out in clause 4 below, you agree to:
- 2.4.1 not to use and advise patients not to use the PATCHS Software in an emergency situation;
- 2.4.2 ensure that each patient who submits a request via the PATCHS Software is registered with the GP Practice that they have submitted the request to before responding to that request;
- 2.4.3 read and respond to each patient request as soon as possible, albeit that patients will be notified that a GP Practice staff user can only respond during the opening hours of the relevant GP Practice;
- 2.4.4 advise patients to contact your GP Practice by phone if they haven't received a response in the timeframes specified in the PATCHS Software when they submit a request;
- 2.4.5 advise patients to contact your GP Practice by phone if the symptoms they have contacted the GP Practice about change whilst waiting for a response from the GP Practice;
- 2.4.6 ensure that where a user enters data on behalf of a third party (child or other) that the person who entered the data has parental responsibility at your GP Practice for the child or is acting on behalf of the third party with consent as their proxy or has a valid power of attorney to act on behalf of a third party;
- 2.4.7 when contacting a non-digital patient (a non-digital patient being a patient who has not registered themselves for PATCHS) via PATCHS, not to send personal identifiable data via electronic means including email and SMS to the non-digital patient;
- 2.4.8 change your 'account settings' in the PATCHS Software if you move GP Practice (and you will cease the use of the PATCHS Software if your new GP Practice does not provide an online service via PATCHS Software);
- 2.4.9 comply with any reasonable instructions or directions of Advanced and Spectra issued from time to time in respect of the PATCHS Software and the use of the same;
- 2.4.10 provide reasonable co-operation to Advanced and Spectra as and when requested to do so by Advanced;
- 2.4.11 provide to Advanced such information in respect of your use of the PATCHS Software as Advanced may from time to time reasonably require or request;
- 2.4.12 provide to Advanced access to such of its records, premises and personnel as may be reasonably necessary for Advanced and Spectra to perform their respective contractual obligations;
- 2.4.13 ensure that you only use a secure and fully updated approved web browser when accessing the PATCHS Software (this is subject to Spectra's web browser policy from time to time but currently includes the most recent version of Chrome, Firefox, Safari and/or Edge);
- 2.4.14 take all reasonable precautions in relation to the security of your own systems (including, without limitation, using up to date firewalls and other anti-virus protections) to the extent that any connections are established between the systems of Advanced or Spectra and those of your own IT system or any third party systems; and
- 2.4.15 to comply with all reasonable regulations, policies and procedures of our hosting providers if and when any are notified to you.
- ### 3 Licence and Access to PATCHS Software
- 3.1 Subject always to compliance by you with the terms of this End User Licence Agreement, Spectra hereby grants to you a royalty free, personal, non-exclusive, non-transferable licence to use the PATCHS Software in the Territory for the Permitted Purpose during the Licence Period only.
- 3.2 The e-mail address that you use to access the PATCHS Software must be an NHS e-mail address that is not shared with any other people. Usernames and passwords will be specific to the individual users to which they are issued and will be single-use log-ins which must only be used by those specific individuals to whom they are issued. You must keep your username and password secure and confidential at all times. You must notify Advanced immediately if you become aware of any compromise in the security and confidentiality of your username and/or password by contacting the Support Portal, whereupon Advanced and/or Spectra may deactivate the same if it considers it reasonably necessary to do so.
- 3.3 Advanced and Spectra shall not be responsible for any failure by you to access the PATCHS Software or any other loss or damage suffered by you which results from delays or failures in telecommunications networks and facilities (including the internet). No guarantees are given in relation to the availability times of the PATCHS Software.
- 3.4 Advanced and Spectra will use their respective reasonable efforts to make PATCHS Software available to you at all times on Business Days during the Licence Period (save for periods of required maintenance). However, Advanced and Spectra do not make any representations or warranties that your use of the PATCHS Software shall be uninterrupted or error-free or that defects in PATCHS Software will be corrected or that PATCHS Software will meet all your requirements. You acknowledge that there may be periods during which the PATCHS Software will not be available and that Advanced and Spectra are under no obligation to notify you in advance if they become aware that PATCHS Software may not be available for any reason. Advanced and Spectra will use their respective reasonable endeavours to correct any defects in PATCHS Software as soon as possible and to minimise any period of unavailability of PATCHS Software but will not (to the extent permitted by Applicable Law) be liable to you beyond this commitment.
- ### 4 Licensee Responsibilities
- 4.1 You will not:
- 4.1.1 use the PATCHS Software or any Data (or any data derived from such Data) for any other purpose than the Permitted Purpose;
- 4.1.2 use the PATCHS Software unless you are 16 years old or over;
- 4.1.3 share your user account details with anyone else;
- 4.1.4 provide, lend to, make available or allow the use of the PATCHS Software or any Data (or any data derived from such Data) by any third party for any purpose;
- 4.1.5 attempt to copy, duplicate, modify, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the PATCHS Software or any Data (or any data derived from such Data) in any form or media or by any means (except as permitted by Applicable Law);
- 4.1.6 attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any software which underpins or is used by Spectra in the provision of the PATCHS Software (except as permitted by Applicable Law);

- 4.1.7 access all or any part of PATCHS Software in order to build a product or service which competes with PATCHS Software or give individuals working for Spectra's business competitors access to the PATCHS Software; or
- 4.1.8 attempt to obtain, or assist others in obtaining, access to PATCHS Software or any Data (or any data derived from such Data), other than as provided under this clause 4.
- 4.2 You may only use PATCHS Software for lawful purposes. You must not use it:
 - 4.2.1 in any way that breaches any Applicable Law;
 - 4.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.2.3 for the purpose of harming or attempting to harm minors in anyway;
 - 4.2.4 to send, receive, upload, download, use or re-use any material which could fall with the impermissible boundaries set out in clause 4.3;
 - 4.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 - 4.2.6 to transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.3 When using PATCHS Software, you will not access, store, distribute or transmit any material which is:
 - 4.3.1 unlawful, harmful, threatening, libellous, defamatory, obscene, infringing, harassing or racially or ethnically offensive; or which is menacing or offensive or which could cause annoyance or anxiety or infringe someone else's rights, including Intellectual Property Rights;
 - 4.3.2 facilitates illegal activity;
 - 4.3.3 depicts sexually explicit images;
 - 4.3.4 promotes unlawful violence;
 - 4.3.5 is discriminatory based on race, gender, colour, religious belief; sexual orientation or disability; or
 - 4.3.6 is otherwise illegal or causes damage or injury to any person or property.
- 4.4 Advanced and Spectra will not be responsible for any delay in or failure to perform their contractual obligations if and to the extent that such delay or failure results in whole or in part to a failure by you to comply with any of its obligations under this clause 4.
- 4.5 You hereby acknowledge and agree that Advanced and Spectra may keep and maintain throughout the duration of this End User Licence Agreement and for a period of up to five (5) years thereafter, complete and accurate records of the use that you have made of PATCHS Software. You further acknowledge and agree that where you have consented to your anonymised data being used by The University of Manchester for research purposes, this anonymised data may be kept and maintained by them for a period of up to ten (10) years after the publication of the research results.
- 4.6 Advanced and Spectra reserve the right, without liability to you or prejudice to their other rights, to disable access to PATCHS Software in the event of a breach by you of the provisions of this clause 3 (or if Advanced or Spectra has reasonable grounds to suspect that a breach of this clause 4 may be occurring or about to occur).

5 Disclaimer

- 5.1 By entering into this End User Licence Agreement, you acknowledge that you have read and agrees to comply with the terms of the Disclaimer.
- 5.2 PATCHS Software is provided by Advanced and Spectra to you "as is" and, to the fullest extent permitted by law, all express or implied warranties and representations of any kind with respect to PATCHS Software are hereby disclaimed including, but not limited to:
 - 5.2.1 warranties as to merchantability or use for a particular purpose, whether or not Advanced or Spectra knows or has reason to know or has been advised of any such purpose; or
 - 5.2.2 warranties as to any results to be obtained from any use of PATCHS Software or information derived from them.
- 5.3 Subject to clause 6.1, in no circumstances shall Advanced and/or Spectra have any liability for losses (whether direct or indirect, in contract, tort or otherwise) arising from any decision made or action taken by any party in reliance upon PATCHS Software (or any Data obtained as a result of using them), for any unavailability of PATCHS Software, or for any inaccuracies, errors in, or omissions from any Data obtained as a result of using PATCHS Software or any errors, omissions or delays of GP Practice staff or patients (or third parties under no contractual obligation to Advanced or Spectra) in using the PATCHS Software.
- 5.4 In case of queries relating to the use of the PATCHS Products, or PATCHS generally, the Licensee shall be permitted to contact the Support Portal. Advanced and Spectra shall use reasonable endeavours to follow up on such contacts to the Support Portal between the hours of 9am and 5pm on Business Days and shall use reasonable skill and care in providing advice and assistance via the Support Portal. The support service for PATCHS from Advanced comprises support to GP Practices. GP Practice Staff themselves will provide any necessary support to their patients.
- 5.5 Advanced and Spectra may review Support Portal support tickets for the purposes of ensuring compliance with their legal and regulatory obligations and internal policies. These tickets may be referred to should any dispute arise between the parties. The support service will comprise first line support provided by Advanced to GP Practices, and second or third line support provided by Spectra to Advanced.
- 5.6 First line support comprises GP Practice Staff general usage or training queries, typically categorised as priority 3 or 4 requests. Second and third line support comprise any technical or application support relating to issues of GP Practice Staff which fall outside general usage or training queries, require a software fix, or are categorised as priority 1 or 2 requests. Advanced will provide 24x7 access to the Support Portal for GP Practices to log support requests.
- 5.7 Advanced will assign a priority to all support requests in accordance with the priorities below:

Incident Category	Business Impact
Priority 1 or P1	All or critical functionality unavailable, causing significant operational impact or system unusable
Priority 2 or P2	Critical functionality unavailable, but interim workaround is available and accepted by the GP Practice based on reasonable business criteria
Priority 3 or P3	A problem not preventing operations but with the potential to do so if unresolved
Priority 4 or P4	A minor problem either cosmetic or otherwise, and not preventing the operation of the system. Low impact/cosmetic

- 5.8 Once a support request has been logged, Advanced will assign the support request to a support consultant for response and resolution plans to the GP Practice within the following timescales, in line with Advanced's standard service level agreement:

Incident Category	Target First Response (during Working Days)
P1	60 minutes
P2	4 hours
P3	8 hours
P4	n/a

- 5.9 Backups of the PATCHS Software are taken on a daily basis.

6 Indemnity and Limitation of Liability

- 6.1 Nothing herein excludes or limits the liability of any party in respect of:
- 6.1.1 death or personal injury caused by its negligence;
 - 6.1.2 fraudulent misrepresentation; and
 - 6.1.3 liability which may not otherwise be limited or excluded under Applicable Law.
- 6.2 Subject to clause 6.1, Advanced and Spectra shall not be liable for any:
- 6.2.1 loss of or corruption of data;
 - 6.2.2 special, indirect or consequential losses, costs, damages, charges or expenses, even if such losses were foreseeable, and whether arising in contract, tort (including negligence), breach of statutory duty or however arising;
 - 6.2.3 loss of profits;
 - 6.2.4 loss or revenue;
 - 6.2.5 loss of business; or
 - 6.2.6 depletion of goodwill.
- 6.3 Subject to clauses 6.1 and 6.2, the total aggregate liability of both parties (Advanced and Spectra) under or in connection with this End User Licence Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall be nil.
- 6.4 You hereby indemnify, defend and hold harmless Advanced and Spectra and their respective directors, officers, agents, successors and assigns from any and all losses, liabilities, fines, damages, costs and expenses including legal fees, judgment, interest and penalties arising from or in connection with any breach by you of the obligations set out in clauses 2 and 4.

7 Termination

- 7.1 This End User Licence Agreement shall come into force on the Licence Date for the Licence Period.
- 7.2 Spectra may terminate this End User Licence Agreement with immediate effect:
- 7.2.1 if you are in material breach of this End User Licence Agreement and, if the breach is capable of remedy, you fail to remedy the breach within 30 Business Days of receipt of written notice from Advanced and/or Spectra giving full details of the breach and requiring you to remedy the breach; or

- 7.2.2 for convenience by providing 30 Business Days prior written notice to you.

- 7.3 On termination of this End User Licence Agreement for any reason:
- 7.3.1 all licences granted under this End User Licence Agreement shall immediately terminate (and you shall immediately cease use of the PATCHS Software);
 - 7.3.2 the accrued rights of the parties as at termination shall not be affected or prejudiced; and
 - 7.3.3 clauses 1, 2, 4, 5, 7, 8, 9 and 11 shall survive notwithstanding termination.

8 Intellectual Property

- 8.1 The Licensee acknowledges and agrees that all Intellectual Property in and to the PATCHS Software shall remain at all times the property of Spectra (or its relevant licensors) and nothing in this End User Licence Agreement shall operate to transfer or vest any such rights to you.

9 Data Protection Legislation

- 9.1 The GP Practice will be considered to be the data controller in respect of any personal data collected by Spectra hereunder. Advanced will be the data processor and Spectra will be a sub-processor to Advanced under the Data Protection Legislation. More details are set out in clause 21.

10 Force Majeure

- 10.1 Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations (other than payment and indemnity obligations) if and to the extent that the failure or delay is caused by a Force Majeure Event and the time for performance of the obligation the performance of which is affected by the Force Majeure Event shall be extended accordingly.

11 Confidentiality

- 11.1 Subject to clause 11.2, each party shall, and shall use all reasonable endeavours to procure that its officers and employees shall, keep confidential all confidential information relating to the other party (and the other party's business affairs) that it obtains in connection with this End User Licence Agreement.
- 11.2 Each party shall only use such information in the proper performance of its obligations under this End User Licence Agreement and shall not divulge any of such information to any other party without the prior written consent of the other relevant party, unless permitted to do so by clause 11.2.
- 11.3 A party may disclose confidential information if and to the extent that:
- 11.3.1 that party is required to disclose the information by law or any competent regulatory body; or
 - 11.3.2 the information is properly disclosed pursuant to an applicable rule, order or award in the course of proceedings before any court to which that party is a party; or
 - 11.3.3 the information is disclosed on a confidential basis to that party's professional advisers for the purpose of advising that party in connection with this End User Licence Agreement.
- 11.4 Clause 11.1 shall not apply to a party in relation to information to the extent that that party can show:
- 11.4.1 that the information was already, or has subsequently become, published or publicly available for use other than through a breach of this End User Licence Agreement or of any confidentiality obligation owed by that party; or that the information was already lawfully in its possession (without restriction on disclosure or use) before it obtained the information connection with this End User Licence Agreement or the negotiations leading up to it; or
 - 11.4.2 that the information has subsequently lawfully been disclosed to it (without restriction on disclosure or use) by a person who is not a party to this End User Licence Agreement and who itself lawfully obtained the information and is not under any obligation restricting its disclosure or use; or

11.4.3 from its records that it has derived the same information independently of that obtained by it in connection with this End User Licence Agreement or the negotiations leading up to it.

12 Assignment and Sub-contracting

- 12.1 Spectra and/or Advanced may assign, sub-contract, novate or otherwise transfer their rights and/or obligations under this End User Licence Agreement (and/or any document entered into pursuant to or in connection with it) in whole or in part at any time and on more than one occasion to one or more of their Affiliates without your consent.
- 12.2 You shall not assign, sub-contract, novate or otherwise deal with any right or obligation arising under or in connection with this End User Licence Agreement (and/or any other document entered into pursuant to or in connection with it) except with the express prior written consent of Spectra.

13 Notices

- 13.1 All notices to be given to a party under this End User Licence Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by email.
- 13.2 Any such notice will be valid if sent by email and deemed to be received on the second Business Day after transmitting.

14 Scope of End User Licence Agreement

- 14.1 Except as expressly stated in this End User Licence Agreement, all conditions, warranties, stipulations and other statements whatsoever (except as to title to goods) that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise howsoever are excluded to the fullest extent permitted by law.

15 Variation

- 15.1 Spectra may vary these terms and conditions from time to time but will always notify you of such changes in advance of their taking effect (whether through an update to the terms posted on the log in page or through another form of communication with you). Once the change has taken effect, your continued use of the PATCHS Software will be deemed to be acceptance of the change to the terms of this End User Licence Agreement.

16 Entire Agreement

- 16.1 This End User Licence Agreement sets out the entire agreement and understanding between the parties in relation to the use of the PATCHS Software.

17 The Contracts (Rights of Third Parties) Act 1999

- 17.1 Advanced and your GP Practice shall have the right to enforce and benefit from any term of this End User Licence Agreement. Any other person or entity who is not referred to herein or is not a party to this End User Licence Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this End User Licence Agreement. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

18 Severability

- 18.1 The parties intend each provision of this End User Licence Agreement to be severable and distinct from the others. If a provision of this End User Licence Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this End User Licence Agreement shall not be affected.

19 Waiver

- 19.1 The failure or delay of any party to exercise any right or remedy in connection with this End User Licence Agreement shall not operate as a waiver of that right or remedy, and the waiver of any breach or infringement shall not operate as a waiver of any subsequent breach or infringement. No waiver shall be effective unless it is in writing, duly signed and communicated to the other in accordance with clause 13.

20 Governing Law and Jurisdiction

- 20.1 This End User Licence Agreement shall be governed by and construed in accordance with English law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts.
- 20.2 If any matter relating to this End User Licence Agreement gives rise to a bona fide dispute between the parties, they will endeavour to resolve that dispute first by correspondence and then by an escalation meeting. If the dispute remains unresolved within 14 days of an escalation meeting, then either party may seek recourse to the courts. Nothing in this clause prevents either party from seeking injunctive or other equitable relief should it be necessary to do so to protect its legitimate interests.

21 UK GDPR Compliance

- 21.1 When you log in to your GP Practice Staff user account for the first time, you will be asked to consent to this End User Licence Agreement which enables your GP Practice to provide this service via the PATCHS Software. Accordingly as a processor and sub-processor respectively, Advanced and Spectra will have access to Your Personal Data (as defined below). Our services are not intended for use by those under the age of 16.
- 21.2 Once you register, the PATCHS Software will collect basic 'personal data' about you such as your name, address and contact details including your email address. This information would be held in digital form. In addition to the above it may also process:
- Notes and reports you have given to others about their health, treatment and care
 - Any special needs or preferences for receiving information.
- 21.3 You acknowledge that, for the purposes of this End User Licence Agreement and to the extent that Spectra and/or Advanced are required to process personal data or special category data supplied by or on behalf of You as part of the service that your GP Practice provides to you ("Your Personal Data"), you are the data subject, the GP Practice is the controller. Advanced is the processor and Spectra is a sub-processor.
- 21.4 Your GP's legal basis for processing your personal information falls under one of the following legal bases:
- 21.4.1 legitimate interests of providing and managing health and care services to the GP Practice's patients, service users and clients;
- 21.4.2 performance of a task carried out in the public interest or in the exercise of official authority
- 21.4.3 necessary for a legal obligation such as responding to a request from a coroner
- 21.4.4 necessary for reasons in the area of public health such as in the event of an outbreak of a disease or pandemic
- 21.5 Your GP Practice itself will have your consent to process Your Personal Data. However, you do have the right to say "no" to our processing of your information but this could have an impact on your GP Practice's ability to provide its healthcare services. Your GP Practice wishes to share Your Personal Data with us solely to ensure that their services can meet patient needs in the future, to develop better quality services, provide more flexible arrangements for communication and maximise technology to assist with the workload of its clinicians at the GP Practice.
- 21.6 We will ensure that we only process Your Personal Data with the terms of this End User Licence Agreement and any lawful instructions received from the GP Practice. We share anonymised data relating solely to the services provided hereunder with third party GPs for quality control purposes and the University for Manchester for research purposes. Under Recital 26 of UK GDPR no consent is required for this as the data is anonymised and will not constitute personal identifiable data (<https://gdpr-info.eu/recitals/no-26/>). You may be requested to participate in giving feedback for research purposes by us or the University for Manchester.
- 21.7 We will put in place appropriate security measures against unauthorised or unlawful processing of Your Personal Data or its accidental loss, destruction or damage by us.

- 21.8 Advanced or Spectra may use sub-processors within the United Kingdom to assist us to provide the PATCHS Software to you. Spectra use Amazon Web Services based in London to provide hosting services for the PATCHS Software and you are deemed to consent to Amazon Web Services a sub-processor. We will ensure that Amazon Web Services complies in full with our commitments in this End User Licence Agreement (and Advanced and Spectra are liable for any non-compliance by Amazon Web Services or any other permitted sub-processor in relation to the obligations under this End User Licence Agreement and/or the Data Protection Legislation). We also share anonymised data with third party GP's for quality control purposes and the University of Manchester for research purposes but they are not our sub-processors.
- 21.9 We will not transfer Your Personal Data outside of the UK (other than to and from the EEA) unless your GP Practice has given us its prior written consent and the relevant conditions in the Data Protection Legislation are fulfilled. You acknowledge that it is technically possible for hosted systems to be accessed by you from outside the UK or EEA.
- 21.10 We will maintain complete and accurate records and information to demonstrate our compliance with Article 30 of UK GDPR.
- 21.11 At the direction of your GP Practice we will delete or return Your Personal Data (and any copies of it) to your GP Practice prior to termination or expiry of this Agreement unless we are required by Applicable Law to retain such personal data or special category data solely for audit purposes under strict obligations of confidentiality. We are unable to procure the deletion of anonymised data provided to third party GP's or the University of Manchester.
- 21.12 The GP Practice is deemed to be the controller of Your Personal Data and any other data inputted or submitted via the PATCHS Software. Accordingly any requests by you for information will be dealt with by the GP Practice pursuant to their own privacy policy.