

# End User Licence Agreement (EULA)

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# Patient end user licence agreement

This End User Licence Agreement (the “**EULA**”) is entered into between “**You**” (being an individual, usually a patient of the healthcare provider, or other entity) and The Phoenix Partnership (Leeds) Ltd (the “**Licensor**”).

**Notice:** By using SystemConnect (the “**Software**”), you accept and undertake to be bound by all the terms and conditions of this EULA. The Licensor may change the terms and conditions of this EULA from time to time and without notice and it is your responsibility to check for the latest version.

## **1. Licence**

1.1 Upon acceptance of this EULA, the Licensor grants to you a limited, non-exclusive, revocable, non-transferable and non-sublicensable licence (the “**Licence**”) to use the Software in accordance with the terms of this EULA.

1.2 The License given pursuant to this EULA is without prejudice to any additional user policies, rules or instructions which may be supplied with or in relation to the Software or published by the Licensor from time to time. You hereby agree to comply with all such policies, rules or instructions and failure to do so shall be deemed to be a material breach of this EULA.

1.3 The Licensor reserves the right to amend the terms of the License given to you pursuant to this EULA. The new terms shall supersede the terms of the original License and shall thereafter be deemed to be binding and enforceable.

## **2. Terms of use**

2.1 Use of the Software shall be restricted to use in object code form for the purpose of delivering and/or receiving health and/or care related services (as applicable).

2.2 You may not use the Software other than as specified in the Terms and Conditions of Use and this EULA without prior written consent of the Licensor.

2.3 You shall take such action as is reasonable to prevent use of the Software other than by authorised users, and shall notify the Licensor immediately of any unauthorised use which comes to its attention.

2.4 You shall use the Software only in accordance with any operating requirements or Terms of Use as provided by the Licensor from time to time.

2.5 You shall not use the Software in an unlawful manner or any manner that could damage, disable, overburden, or impair the Software (or servers or networks connected to the Software), nor use the Software in any manner that could interfere with any other party’s use of the Software (or servers or networks connected to the Software). You may not use the Software to transmit any material that is defamatory, offensive or otherwise objectionable.

2.6 By using the Software, you consent to having their personal data collected and processed by the Licensor in the United Kingdom. If functionality within the Software requires data to be processed outside of the United Kingdom, you shall be notified and will have to consent to this processing prior to accessing this functionality.

2.7 Except as expressly stated in this EULA, you have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part and in particular shall not delete or amend or conceal any product identification, proprietary, intellectual property notices including copyright notices or other marks on or within the Software.

2.8 You shall not separate the component parts of the Software for use on more than one computer or device, or for any other purpose as the Software is licensed.

2.9 You shall not:

2.9.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;

2.9.2 allow the Software to become the subject of any charge, lien or encumbrance;

2.9.3 deal in any other manner with any or all of its rights and obligations under this EULA;

without the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed.

2.10 You shall keep the Software confidential and not disclose the same to any third party, nor permit any third party to use the same, nor use it for the purposes of any third party.

2.11 You shall not use any information provided by the Licensor to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

2.12 You shall immediately give notice to the Licensor in the event that it becomes aware of any infringement or suspected infringement of the Licensor's Intellectual Property Rights and for any breach or suspected breach of this EULA.

2.13 You indemnify the Licensor and its officers, employees and agents against any claim, damages, expenses, liabilities and loss of any kind from any third party howsoever arising from your use of the Software.

2.14 You hereby agree not to use the Software in an emergency situation;

2.15 You hereby agree to acknowledge that your healthcare provider can only read and respond to requests during the time they choose;

2.16 You hereby agree to contact your healthcare provider by phone if you haven't received a response in the timeframes specified by your healthcare provider;

2.17 You hereby agree to contact your healthcare provider by phone if your condition is changing;

2.18 You hereby agree to use a secure and updated web browser when accessing this Software

2.19 You hereby agree to maintain the security of your own systems (including, using up to date firewalls and other anti-virus protections)

### ***3. Intellectual property ownership***

3.1 You acknowledge that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and the Licensor owns all right, title and interest in and to the Software and content, excluding personal data entered by you, that may be presented or accessed through the Software, including without limitation all Intellectual Property Rights therein and thereto.

3.2 "Intellectual Property Rights" means all intellectual and industrial property rights of any kind whatsoever including any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

### ***4. Termination***

4.1 The Licensor shall have the right to terminate this EULA forthwith by updating this notice in the event that you challenge or do anything incompatible with the Licensor's Intellectual Property Rights in the Software.

4.2 Any termination of this EULA shall also terminate the License granted hereunder.

4.3 Termination of this EULA, for any reason, shall, subject to the other provisions of this clause 4, be without prejudice to the rights and liabilities of either party which may have accrued on or at any time up to the date of termination.

## ***5. Warranties***

5.1 The Licensor warrants that it is the lawful owner of the legal title to the Software and/or that it has the lawful right to transfer or grant licence to the Software.

5.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5.3 You warrant to use the Software responsibly and comply with the Terms of Use in clause 2 of this EULA.

## ***6. Disclaimer***

6.1 Except as expressly set forth above, the Licensor provides the Software "as is" and expressly disclaims all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. The Licensor does not warrant that the Software will operate uninterrupted or error-free or that errors will be corrected. In addition, the Licensor does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.