

Sample360[®]

SAMPLE360 STANDARD AND CLOUD TERMS & CONDITIONS



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Registered in England 3472193

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Standard Terms of Business

"The COMPANY" refers to MSoft eSolutions Limited.

"The CLIENT" refers to customers and prospective customers of the COMPANY.

"GOODS" means the items forming the subject matter of the contract between the COMPANY and the CLIENT.

"PARTIES" means the COMPANY and the CLIENT.

"ORDER" means the CLIENT'S instructions to the COMPANY to supply the GOODS.

"COMPANY'S RECOMMENDATIONS FOR USE" means recommendations contained in documentation or literature current the time of the Contract.

Nothing in these Terms shall exclude or restrict the statutory rights of the CLIENT who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977.

Nothing in these Terms shall exclude or restrict the conditions implied by Section 12 of the Sale of Goods Act 1979.

This schedule outlines the Standard Terms of Business of MSoft eSolutions Ltd (the COMPANY). All GOODS sold or agreed to be sold by the COMPANY are subject to these Terms which override any other terms or conditions stipulated or referred to by the CLIENT whether in the ORDER or any document issued by the CLIENT or in any negotiations and so that these Terms are the only terms or conditions upon which the COMPANY sells or supplies the GOODS. No variation of these Terms shall be effective unless made in writing, agreed and signed by a duly authorised representative of the COMPANY.

Objectives

The COMPANY aims to provide services to its CLIENTS through the provision of effective computerised data processing systems. Services may include consultancy, specifications, computer

software, computer hardware, bespoke programming, and implementation including installation, project management and training and support services. In providing these systems and services the COMPANY relies on adequate and timely information being presented by the CLIENT and/or its authorised agents. This information should be provided in both written and where possible (or required) in machine readable form, stating clear objectives and providing sufficient background information for accurate specification of the services to be provided and to enable an accurate specification, proposal or pricing quotation.

Quotations

Quotations for the COMPANY'S software products and services are valid for 4 weeks from the date of issue. Quotations for other GOODS may be subject to shorter terms as specified. Prices quoted are exclusive of Value Added Tax. The COMPANY reserves the right to vary quotations in the light of changes in the cost of its supplies of equipment and at any time before delivery to vary the price of the GOODS by notice to the CLIENT. Quotations are based on an assessment of the operational requirements from the information provided by the CLIENT. The COMPANY will not be bound by quotations issued without adequately documented operational requirements being provided by the CLIENT. Quotations issued by the COMPANY are to be considered as explicit statements of what will be provided. Should the CLIENT be required to make assumptions these should be clarified in writing before acceptance of the proposal, and unless agreed by the COMPANY in writing are not included in a purchase contract. The term "interface" in quotations is used by the COMPANY to describe software and cabling to connect analytical or computer equipment to the proposed data processing system. It does not include any additional hardware or software components to be fitted to the CLIENT'S property, and it is the responsibility of the CLIENT to ensure any equipment to be interfaced is properly equipped to carry out this function. In particular, unless otherwise explicitly stated, quotations are based on the fact that all devices to be interfaced are equipped with standard Network TCP/IP interface ports with communication facilities, and that any printers to be connected are equipped with Network TCP/IP ports.

Orders

ORDERS for goods and services from the COMPANY shall be in written form scheduling the goods and services to be provided and signed by a duly appointed and authorised agent of the CLIENT. ORDERS are accepted subject to availability of the GOODS at the time of dispatch. The COMPANY will charge additional fees for any goods or services required by the CLIENT that are not clearly identified and agreed in writing at the time of an ORDER.

Payment

The CLIENT is responsible for payment of all fees upon presentation of an invoice from the COMPANY. All GOODS remain the absolute property of the COMPANY until full payment has been made and until such time as the property in the GOODS (where applicable) passes to the CLIENT, the CLIENT shall hold the GOODS in a fiduciary capacity. Payment shall be deemed not to have been made until any and all cheques, drafts and bills have been cleared or honoured. The COMPANY reserves the right to charge appropriate interest on payments outstanding after a period of 30 days and will withdraw support when invoices become excessively overdue. In the event of cancellation of an ORDER at any time post order placement, the CLIENT shall be liable for the charges for all services completed and scheduled, out of pocket expenses (inclusive of scheduled flights etc.), all licences purchased relating to the ORDER and all third-party costs relating to the ORDER undertaken prior to written cancellation being received by the COMPANY, including any design, specification, and programming work in progress. No refunds will be given unless agreed with the COMPANY. The CLIENT shall insure and maintain comprehensive insurance of the GOODS to the full replacement

value against all risks, and if required prove to the COMPANY that such insurance has been effected. The CLIENT shall keep and maintain the GOODS in a good and stable condition until they have been paid for and in such a way that they are readily identifiable as the property of the COMPANY. At any time until the GOODS have been paid for, the COMPANY shall be entitled immediately after giving notice of its intention, to enter the premises of the CLIENT which such transport as may be necessary and re-possess any GOODS to which the COMPANY has title. Nothing in these Terms confers any right on the CLIENT to return GOODS supplied or to refuse or delay payment, unless otherwise agreed in writing with the COMPANY.

Intellectual Property

No warranty or representation is given by the COMPANY that the GOODS do not infringe any Letters Patent, Trade Marks, Registered Designs, Copyright or other intellectual property rights. The use of any COMPANY trademarks requires the prior written approval of the COMPANY. Access to all GOODS provided by the COMPANY must not be granted or provided to a Third Party without prior consent from the COMPANY. This access includes access to Database Schemas for Data Query or Extract.

Faults

The COMPANY warrants that the systems and services provided are fit for the intended use specified at the time of the ORDER. The CLIENT is responsible for maintaining adequate written documentation to assist in the resolution of faults. The COMPANY does not warrant that software or hardware provided will function adequately in any unforeseen situation including changes in operational procedures, alterations of hardware or software, conflicts with other hardware, software or analytical equipment, or other environmental considerations including those related to isolation of LIMS activity and network bridging. The CLIENT is responsible for noting and acting upon any of the COMPANY'S RECOMMENDATIONS FOR USE contained within supporting documentation or literature valid at the time of the Contract. It is the responsibility of the CLIENT to inform the COMPANY of any such changes using accepted and agreed change control procedures; this shall apply when faults requiring attention are reported, or changes or amendments to any element of the system or Contract are required. The COMPANY reserves the right with prior notification to the CLIENT to make additional charges if excessive extra effort is required rectifying faults because of any failure by the CLIENT to do this or failure by the CLIENT to act upon any of the COMPANY'S RECOMMENDATIONS FOR USE. The CLIENT accepts the responsibility for selection of the GOODS to achieve the intended results. The COMPANY accepts no liability for failure to achieve any performance except when such performance has been specifically stated and guaranteed by the COMPANY in writing.

Modifications to CLIENT's equipment

The COMPANY will not be held responsible for any charges or damages involved in the installation, dismantling, modification, or operational testing of analytical or computer hardware which it has not supplied. The CLIENT is required to indemnify any such work requested to be undertaken or that has been agreed to be undertaken by the COMPANY. It is the CLIENT'S responsibility to ensure that all equipment to be used or connected is suitable and in suitable condition. Unless otherwise specified in the Contract, the responsibility for network commissioning including cabling rests with the CLIENT. Any RECOMMENDATIONS FOR USE pertaining to this activity of the CLIENT made by the COMPANY are the responsibility of the CLIENT to implement. The COMPANY reserves the right to make additional charges where delays and additional visits are required due to the failure or non-operation of equipment including that due to network commissioning and cabling that it has not supplied. The COMPANY reserves the right to refuse to work with clearly contaminated or excessively dirty equipment until this has been rectified in accordance with standard health and safety procedures, and will charge for any additional delays and visits incurred in such circumstances.

Standard Warranty

All software and hardware supplied by the COMPANY is covered by a 90 day on-site warranty from the date of delivery and any faults arising out of normal use will be rectified free of charge within this period. Hardware supplied by the COMPANY is covered by manufacturer's warranty, supplemented by an "on-site" warranty for the remainder of the first year of purchase. It is the responsibility of the CLIENT to adequately test systems and notify the COMPANY of software and hardware (where supplied by the COMPANY) faults within the warranty period. Standard Warranty can be extended by purchasing an additional Warranty from the COMPANY.

Confidentiality

The COMPANY warrants that all information supplied by the CLIENT and contained in the CLIENT's system and documentation shall remain the property of the CLIENT, shall be kept confidential and shall not be disclosed to any third party without the CLIENT's permission. However CLIENTS must acknowledge the COMPANY's right to use any general intelligence or experience gained for the purpose of improvement of its systems and services to all CLIENTS.

Copyright/Non-Disclosure

The software with associated design and documentation produced by the COMPANY and its employees remains the sole and intellectual copyright of the COMPANY. Unless otherwise agreed, the software is licensed for the use of a single CLIENT at a single site to which delivered and installed. Full details are provided in the Licence Agreement for Software, available on request. The CLIENT is responsible for ensuring that no copy or use of the software is made or provided to any third party without the express permission of the COMPANY. The CLIENT is required to observe other conditions specified within the COMPANY'S Non-Disclosure Agreement when provided. Any failure of the CLIENT in this regard may result in prosecution.

Liability

The COMPANY undertakes to make every reasonable effort to adequately test software and provide reliable and cost effective support services to its CLIENTS. However, neither the COMPANY nor its employees shall be liable for any direct, indirect, special, incidental, or consequential loss or damages, any loss of profits, business revenue, goodwill, or any loss of information suffered by the CLIENT as a result of any breakdown in software or hardware or any failure on the COMPANY'S behalf whether arising directly or indirectly for delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond the COMPANY'S reasonable control, or out of any breach by the COMPANY or its employees of its obligations. The COMPANY'S liability in respect of negligence or any other failure shall be limited to the obligation to remedy any such defective work as quickly as possible.

Termination

The COMPANY shall have the right to terminate the Contract at any time if the CLIENT commits any breach of the Terms; or, a Receiver or Liquidator is appointed in respect of the CLIENT'S business; or, a petition is presented to wind up the CLIENT'S business; or, any step is taken against the CLIENT under the Bankruptcy Act 1914 or any statutory modification; or, any monies are owed to the COMPANY. Upon termination any and all GOODS, including software, hardware and documentation shall be immediately returned to the COMPANY.

Law

The validity, construction and performance of the Contract shall be governed by the Law of England and the PARTIES hereby submit to the non-exclusive jurisdiction of the courts of England and Wales for the resolution of all disputes arising under the Contract.

Standard Terms for Support Services

“The COMPANY” refers to MSoft eSolutions Ltd.

“The CLIENT” refers to customers of the COMPANY.

Nothing in these Terms shall exclude or restrict the statutory rights of the CLIENT who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977.

Nothing in these Terms shall exclude or restrict the conditions implied by Section 12 of the Sale of Goods Act 1979.

This schedule outlines the Standard Terms for Support, including maintenance of software and computer equipment (where supplied) by MSoft eSolutions Ltd (the COMPANY). In the event that alternative written contractual terms exist for the support of licensed software, then the terms of such alternative written contract shall prevail; this schedule shall apply to all other circumstances where the COMPANY has supplied software or computer equipment to the CLIENT.

Identification and Rectification of Faults

The COMPANY undertakes to provide a telephony consultancy service during standard office hours of 08:30 to 17:30, Monday to Friday excluding British bank and public holidays and to address raised incidents within a response time of 1 hour and to endeavour to rectify service critical incidents within a further 4 hours, service critical incidents being a complete loss of supported software or computer equipment functionality, or such degradation in the performance of the supported software or computer equipment as to make the software inoperable across all disciplines. The COMPANY shall be under no liability for any delay in responding to or rectifying faults due to circumstances beyond its reasonable control. The COMPANY reserves the right to extend the response time for less serious faults to give priority to urgent calls; please see the COMPANY SLA for more information.

The COMPANY undertakes to rectify and replace lost, damaged or faulty software. Whilst every effort will be made to protect and recover information held in the system, the COMPANY shall not be held responsible for loss of data due to hardware or software faults of any kind. The CLIENT is recommended to make frequent backups of their data and maintain them off-site.

The COMPANY undertakes to obtain satisfactory repair or replacement of faulty equipment, but reserves the right to charge if there is evidence of abuse, tampering or misuse. The COMPANY shall be under no liability due to the involvement of any third parties for any failure or delay in obtaining satisfactory repair or replacements. The COMPANY reserves the right, with adequate prior notification, to discontinue support of equipment considered no longer serviceable due to age, or extended use, or lack of available spare parts.

Updates/Revisions

The COMPANY will provide a free upgrade service for software as part of the maintenance contract period, excluding chargeable items and will undertake minor changes as required by the CLIENT provided they do not constitute major programming work and are notified in writing. The COMPANY reserves the right to limit the time spent on these services.

Expired Software Release Support

The COMPANY reserves the right to refuse support for CLIENT systems operating versions older than the 24-month anniversary of an installed annual release or installed quarterly service pack release. The COMPANY provides an annual release at the start of Q4 in the calendar year and provides service pack releases quarterly thereafter until the next annual release. The company actively encourages CLIENT'S to upgrade to a newer annual release at the annual User Group in Q4 of the calendar year.

Each annual release and service pack provides regulatory changes, enhancements, access to purchase new modules, bug fixes and vulnerability patches. Annual releases also provide support for the newer versions of Third Party tools such as Operating Systems and Databases thus allowing those Third-Party tools to fix bugs and provide vulnerability patches.

Annual releases may from time to time require replacement of previously purchased Hardware Devices. If this is the case the COMPANY will notify the CLIENT prior to the installation of the annual release.

Vulnerability and Malware Management

If the COMPANY becomes aware of and decides to advise the CLIENT of a potential Vulnerability or potential Malware exploit then the CLIENT must work with the COMPANY to upgrade the current installed GOODS to the latest service pack or annual release to mitigate the Vulnerability or Malware attack. This upgrade must be performed in a timely manner (within 3 months) otherwise the COMPANY reserves the right to suspend support of the currently installed GOODS and will advise the CLIENT to cease using all or part of the provided GOODS until a resolution can be identified.

Third Party Supplied Hardware

The COMPANY will support its GOODS only on Computer Hardware Devices supplied by the COMPANY (not including Servers). If the CLIENT chooses to purchase Hardware from a Third-Party supplier then an additional "Support Registration and Risk Certification" charge will be applied to each Computer Hardware device. If the CLIENT chooses to purchase Computer Hardware Devices from a Third-Party then it MUST involve the COMPANY in the decision-making and approval process. The COMPANY reserves the right to refuse support of a Computer Hardware Device it has not supplied or does not meet the standards or requirements of the COMPANY'S GOODS.

Preventative Maintenance

The COMPANY undertakes to visit the site to monitor the performance of the system 1 or 2 times per year; this may coincide with fault response or account management visits. The visit will incorporate various checks and procedures as outlined on an agreed checklist. The CLIENT is expected to maintain adequate records of all urgent and non-urgent faults and/or modifications required according to accepted change control procedures agreed with the COMPANY.

Access

The CLIENT undertakes to provide the COMPANY with reasonable access to the system during a visit. The COMPANY reserves the right to charge expenses incurred when access is not granted.

Confidentiality

The COMPANY warrants that all information supplied by the CLIENT and contained in the CLIENT's system or documentation shall remain the property of the CLIENT, shall be kept confidential and shall not be disclosed to any third party without the CLIENT's permission.

Copyright/Non-Disclosure

The software and associated design and documentation produced by the COMPANY and its employees remain the sole and intellectual copyright of the COMPANY. Unless otherwise agreed, the software is licenced for the use of a single CLIENT at a single site to which delivered and installed. Full details are provided in the Licence Agreement for Software, available on request. The CLIENT is responsible for ensuring that no copy or use of the software or documentation is made or provided to any third party without the express permission of the COMPANY. The CLIENT is required to observe other conditions specified within the COMPANY's standard Non-Disclosure Agreement.

Charges

The CLIENT will ensure that all charges in respect of support services are paid in full in advance of the period specified. Unless otherwise agreed, payment is invoiced annually in advance. The COMPANY reserves the right to charge for all expenses in the event of late payment. The COMPANY undertakes to provide advance notice of any changes in the level of charges for support services due to necessary modifications to the configuration of the system, or as a result of normal incremental increases for provision of support services, or as a result of fluctuations in pricing or availability from the COMPANY or its suppliers. The COMPANY reserves the right to increase the charges on each anniversary of the commencement of the provision of support services, save that such increase shall not exceed the annual increase in the Retail Prices (All Items) Index for the 12 months preceding such anniversary date. The COMPANY reserves the right to substitute any similar index in the event that the Retail Prices (All Items) Index ceases to be published. Where the annual increase in the Retail Prices (All Items) Index for the 12 months preceding the anniversary date is a negative value, a zero value increase will be applied.

Liability

The COMPANY undertakes to provide reliable and cost effective support services to its CLIENTS. However, neither the COMPANY nor its employees shall be liable for any direct, indirect, special, incidental or consequential loss or damages, any loss of profits, business revenue or goodwill, or any loss of information suffered by the CLIENT as a result of any breakdown in software or equipment supplied by the COMPANY or any failure on the COMPANY's behalf whether arising directly or indirectly for delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond the COMPANY's reasonable control, or out of any breach by the COMPANY or its employees of its obligations. The COMPANY's liability in respect of negligence or any other failure shall be limited to the obligation to remedy any such defective work as quickly as possible.

Term.

Support services shall be supplied for 1 year from the conclusion of CLIENT acceptance testing or 4 weeks from COMPANY acceptance testing handover to CLIENT (whichever is sooner) and shall be automatically renewed upon the anniversary thereof, save that support services may be terminated by either party providing 1 year's notice in writing to the other party if outside the contracted period.

Licence Agreement for Software

This Agreement outlines the specific provisions relating to the licensing of the object code of a software product by the LICENSOR to the LICENSEE by way of a Software Licence. This Licence also incorporates the general provisions set out in the COMPANY's Standard Terms of Business. The printed form and the conditions shall form the whole of the terms of this agreement between the LICENSOR and the LICENSEE and no variation shall be of any effect unless written and signed by the LICENSOR.

Nothing in these Terms shall exclude or restrict the statutory rights of the LICENSEE who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977. Nothing in these Terms shall exclude or restrict the conditions implied by Section 12 of the Sale of Goods Act 1979.

The LICENSOR refers to the COMPANY: MSoft eSolutions Limited, company number: 3472193, registered office: Gateway House, Old Hall Road, Bromborough, Merseyside, CH62 3NX.

The LICENSEE refers to the CLIENT.

Software refers to the LICENSOR's software products to be licensed under this agreement and includes the storage media and any documentation which may be supplied by the LICENSOR with the software.

Purpose

A Software Licence is granted by the COMPANY as LICENSOR, permitting the LICENSEE to use the software product and any documentation provided for a specified period ("term") whilst protecting the LICENSOR's intellectual property rights ("IPR"), principally the copyright in the product as an intangible asset. The Licence lays down the conditions under which the use and copying of the software product is allowed.

Term

The term of the licence to use Contractor's Software shall be as stated, or for 5 years if no term is stated, starting from the earlier of the date of acceptance or the date the software is first used in live operation. This Software licence shall be withdrawn, and the LICENSEE shall no longer have the right to use the Software in the absence of a valid Contract for Support Services between the LICENSOR and the LICENSEE.

Intellectual Property Rights (IPR)

The LICENSOR claims and retains all IPR in the Software and grants a limited, non-exclusive, non-transferable right to the LICENSEE to use the Software. The LICENSEE is responsible for ensuring that no copy or Use of the Software or Documentation is made, or provided to any third party without the express permission of the LICENSOR. Where permission is granted by the LICENSOR to the LICENSEE, copying of the Software is only permitted for back-up purposes and the numbers of copies should be restricted. Any copyright and trademark notices of the LICENSOR should be retained on all copies of the Software. The LICENSEE is required to keep a record of each reproduction made for audit purposes.

Use Restriction/Copyright/Non-Disclosure

The Software and associated design and documentation provided by the LICENSOR remains the sole and intellectual copyright of the LICENSOR. Unless otherwise agreed, the Software is licensed for the use of a single CLIENT at a single site to which delivered and installed and/or restricted to a specific number of users, as stipulated within the Contract, or the order. The LICENSOR requires that the LICENSEE notifies the LICENSOR of movement of specified users. Reverse engineering or decompilation of the software product by the LICENSOR or any third party is prohibited. General provisions require that the CLIENT observe other conditions specified within the COMPANY's standard Non-Disclosure Agreement.

The LICENSEE shall ensure the appropriate Use of the Software, in a manner for which it was intended to be used, in a way that is detailed in the Documentation (or Published Specification), and in accordance with the training provided by the LICENSOR, unless the LICENSEE has first obtained written approval from the LICENSOR. Where the LICENSEE has failed to observe this obligation, the LICENSEE's rights to Use the Software shall be rescinded. The LICENSOR shall not be responsible for the consequences of inappropriate Use of the Software.

Warranty/Liability

The software product conforms to the LICENSOR's specification for the product. No guarantee is given that the software product meets a LICENSEE's individual requirements unless specifically stated. The software is not guaranteed to be free from errors. Any faults arising out of normal use caused by defective design of the Software (but for the avoidance of doubt, excluding any coding errors) will be rectified free of charge within 12 months after Acceptance. Such rectification shall not be provided if any person other than the LICENSOR tampers with the software product, or makes, or attempts to make or carry out any repair, adjustments, or modification thereto. It is the responsibility of the LICENSEE to test the software and notify the LICENSOR of software faults within the warranty period. The LICENSOR shall not be liable for any direct, indirect, special, incidental or consequential loss or damages, any loss of profits, business revenue or goodwill, or any loss of information suffered by the LICENSEE as a result of any breakdown in software supplied by the LICENSOR or any failure on the LICENSOR's behalf whether arising directly or indirectly for delay in performing obligations or for failure to perform obligations if the delay or failure results from circumstances beyond the LICENSOR's reasonable control, or out of any breach by the LICENSOR of its obligations. Liability shall be limited to the obligation to remedy any such defective work as quickly as possible.

Audit

The LICENSOR reserves the right to enter the LICENSEE's premises upon reasonable notice to verify usage of the software product under the Licence and check compliance with the terms of the Licence Agreement.

Termination

Upon termination (or expiry), the LICENSOR requires the return of the software product and all copies thereof; this to be confirmed by an authorised member of the LICENSEE's organisation. If the LICENSEE terminates the Licence for default of the LICENSOR, the LICENSEE no longer has the right to use the software product.

Escrow

If requested by the LICENSEE, the LICENSOR will lodge the source code with an independent third party (“Escrow Agent”) under a separate agreement. This agreement, provides amongst other things, that the Escrow Agent will release the software product to the LICENSEE, for purposes of maintaining the software product. This occurs only under certain circumstances or events which may include insolvency or bankruptcy of the LICENSOR, or the LICENSOR ceasing to provide maintenance generally to all its LICENSEES. Where contracted, the LICENSOR will arrange an Escrow service. Further details of the Escrow arrangements are available on request.

BLOOD360/ SAMPLE360 CLOUD END-USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE REGISTERING TO USE BLOOD360/ SAMPLE360 CLOUD. BY ACCESSING AND USING THE BLOOD360/ SAMPLE360 CLOUD APP, YOU ACCEPT THESE TERMS AND CONDITIONS. THESE CLOUD TERMS AND CONDITIONS AND EULA ARE IN ADDITION TO THE MSOFT STANDARD TERMS AND CONDITIONS. THIS EULA EXTENDS OUR STANDARD TERMS AND CONDITIONS TO COVER OUR CLOUD SOLUTIONS.

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and MSoft eSolutions Ltd (registered number 3472193) of Gateway House, Old Hall Road, Bromborough, Wirral, CH62 3NX (**Licensor, MSoft, our, us** or **we**) for use of the Blood360/ Sample360 Cloud application software and all associated information, documents and websites (together referred to as **Blood360/ Sample360 Cloud**), as well as any other service that may be accessible through Blood360/ Sample360 Cloud (**Service**).

We licence use of Blood360/ Sample360 Cloud to you on the basis of this EULA and subject to any rules or policies applicable to the Appstore or website from which you accessed Blood360/ Sample360 Cloud (**Appstore Rules**). We do not sell Blood360/ Sample360 Cloud to you or the organisation you work for who may have purchased access to Blood360/ Sample360 Cloud on your behalf. MSoft always remain the owners of Blood360/ Sample360 Cloud.

Important notice:

If you do not agree to the terms of this licence, we will not license Blood360/ Sample360 Cloud to you and you must stop the sign-up process now and will not be able to use Blood360/ Sample360 Cloud.

A current copy of this EULA is available on the Blood360/ Sample360 Cloud websites at:

<http://Sample360.cloud/terms-and-conditions>

<http://Blood360.cloud/terms-and-conditions>

You should print or save a copy of this EULA for future reference.

Agreed terms

1. Acknowledgements

1.1 The terms of this EULA apply to Blood360/ Sample360 Cloud or any of the services accessible through Blood360/ Sample360 Cloud (**Services**), including any updates or supplements to Blood360/ Sample360 Cloud or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in Blood360/ Sample360 Cloud or any Service, the terms of an open-source licence may override some of the terms of this EULA.

1.2 We may change these terms at any time by sending you an email with details of the change or notifying you of a change when you next log into Blood360/ Sample360 Cloud. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of Blood360/ Sample360 Cloud and the Services.

1.3 We may update Blood360/ Sample360 Cloud from time to time and such updates may be automatic. If you do not wish to use the updated version, you must stop using Blood360/ Sample360 Cloud.

1.4 You will be assumed to have obtained permission from the owners of any mobile telephone or handheld devices that are controlled, but not owned, by you (**Devices**) and to access Blood360/ Sample360 Cloud on the Devices. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of Blood360/ Sample360 Cloud or any Service on or in relation to any Device, whether or not it is owned by you, and for ensuring the security and access of the Device and all information held on it, for example by using secure passwords and logging out of Blood360/ Sample360 Cloud when you are not using it.

1.5 The terms of our privacy policy from time to time, available at the end of this EULA (**Privacy Policy**) are incorporated into this EULA by reference and apply to all Services. Additionally, by using Blood360/ Sample360 Cloud or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using Blood360/ Sample360 Cloud or any Service may be read or intercepted by others, even if there is a special notice that a transmission is encrypted. We will however ensure Blood360/ Sample360 is always using the very latest encryption standards.

1.6 By using Blood360/ Sample360 Cloud or any of the Services, you consent to us collecting and using technical information, including location information, about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you. According to our agreement with your organisation, we also have an ongoing right to use any information that you submit to Blood360/ Sample360 Cloud while you are using it (this information is not personal to you but relates to your organisation).

1.7 Blood360/ Sample360 Cloud or any Service may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

1.8 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. Grant and scope of licence

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use Blood360/ Sample360 Cloud, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.

3. Licence restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree:

(a) not to copy Blood360/ Sample360 Cloud except where such copying is incidental to normal use of Blood360/ Sample360 Cloud, or where it is necessary for the purpose of back-up or operational security;

(b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify Blood360/ Sample360 Cloud;

(c) not to make alterations to, or modifications of, the whole or any part of Blood360/ Sample360 Cloud, or permit Blood360/ Sample360 Cloud or any part of it to be combined with, or become incorporated in, any other programs;

(d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of Blood360/ Sample360 Cloud or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of Blood360/ Sample360 Cloud with another software program, and provided that the information obtained by you during such activities:

(i) is used only for the purpose of achieving inter-operability of Blood360/ Sample360 Cloud with another software program;

(ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii) is not used to create any software that is substantially similar to Blood360/ Sample360 Cloud;

(e) to keep all passwords you may use to access Blood360/ Sample360 Cloud secure;

(f) to include our copyright notice (© MSoft eSolutions Ltd. All rights reserved.) on all entire and partial copies you make of Blood360/ Sample360 Cloud on any medium;

(g) not to provide or otherwise make available Blood360/ Sample360 Cloud in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

(h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by Blood360/ Sample360 Cloud or any Service (**Technology**), together **Licence Restrictions**.

4. Acceptable use restrictions

You must:

(a) not use Blood360/ Sample360 Cloud or any Service to collect or store any information (including notes, comments, images or any other content) which might infringe any patient's privacy or dignity without their consent;

(b) not use Blood360/ Sample360 Cloud or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into Blood360/ Sample360 Cloud, any Service or any operating system;

(c) not infringe our intellectual property rights or those of any third party in relation to your use of Blood360/ Sample360 Cloud or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);

(d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of Blood360/ Sample360 Cloud or any Service;

(e) not use Blood360/ Sample360 Cloud or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(f) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. Intellectual property rights

5.1 You acknowledge that all intellectual property rights in Blood360/ Sample360 Cloud and the Technology anywhere in the world belong to us or our licensors, that rights in Blood360/ Sample360 Cloud are licensed (not sold) to you, and that you have no rights in, or to, Blood360/ Sample360 Cloud or the Technology other than the right to use each of them in accordance with the terms of this EULA.

5.2 You acknowledge that you have no right to have access to Blood360/ Sample360 Cloud in source-code form.

6. Limitation of liability

6.1 You acknowledge that Blood360/ Sample360 Cloud has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of Blood360/ Sample360 Cloud meet your requirements.

6.2 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3 We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 6.4.

6.4 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of loss set out in condition 6.5.

6.5 Nothing in this EULA shall limit or exclude our liability for:

(a) death or personal injury resulting from our negligence;

(b) fraud or fraudulent misrepresentation; and

(c) any other liability that cannot be excluded or limited by English law.

7. Termination

7.1 We may terminate this EULA immediately by giving notice to you:

(a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;

(b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and

(c) if our agreement with the company you work for which purchased access to Blood360/ Sample360 Cloud on your behalf comes to an end.

7.2 On termination for any reason:

(a) all rights granted to you under this EULA shall cease;

(b) you must immediately cease all activities authorised by this EULA, including your use of any Services;

(c) you must immediately delete or remove Blood360/ Sample360 Cloud from all Devices, and immediately destroy all copies of Blood360/ Sample360 Cloud then in your possession, custody or control and certify to us that you have done so;

(d) we may remotely access the Devices and remove Blood360/ Sample360 Cloud from all of them and cease providing you with access to the Services.

8. Communication between us

8.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at info@msoft.co.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail.

8.2 If we have to contact you or give you notice in writing, we will do so by e-mail.

9. Other important terms

9.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

9.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

9.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

9.5 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

These terms were last reviewed in May 2019.