



QMasters Medical Informatics Limited
Terms and Conditions

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF
CLAUSE 14 (LIMITATION OF LIABILITY).**

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Conditions.

Definitions:

Activation Date	has meaning given in Clause 4.6
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Charges	the charges payable by the Customer for the supply of the Products in accordance with Clause 11 (Charges and payment);
Commencement Date	has the meaning given in Clause 2.5;
Conditions	these terms and conditions as amended from time to time in accordance with Clause 17.5;
Contract	the contract between QMasters and the Customer for the supply of the Summary Report and/or the Products in accordance with these Conditions;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed

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Company Number: 08327861 VAT Reg. No: 222 7441 32





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	accordingly;
Customer	the person or firm who purchases or obtains the Products and/or the Summary Report from QMasters;
Customer Default	has the meaning set out in Clause 10.2;
Data Processing Schedule	means the document titled “Data Processing Schedule” appearing at Schedule 1;
Detailed Report	means a Data Validation report which identifies in detail missing and incorrect codes in clinical records as further detailed on QMasters’ Website;
EMIS Analyst Account	a restricted generic EMIS Web user account for the EMIS Web Customer Site(s) which allows authorised QMasters employees, agents, consultants, personnel and subcontractors to log in and configure concepts, templates, document templates, protocols and searches, but does not allow viewing of care records. Search results containing details of individual patients could potentially be viewed, but QMasters does not view identifiable search results for the provision of its services;
EMIS Health	EMIS Health Primary Care Limited, a company registered in England and Wales with company number 10434669;
EMIS Web Customer Site	the EMIS Web account managed by and used by

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	the Customer;
EMIS Web	a hosted patient record system used by the Customer to record interactions with their patients and maintain their medical records;
EMIS Web Login	a restricted EMIS Web login allowing QMasters access to EMIS Analyst Account;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Installation	means initial installation of the QToolset within the EMIS Web Customer Site;
Key Contact	means the person named in the Order Form or otherwise confirmed in writing;

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Order for Summary Report	the Customer's request for the Summary Report;
Order for Products	the Customer's offer to purchase the Products from QMasters;
Order Form	the QMasters Order Form, used by the Customer to request the Summary Report and/or to place an Order for Products;
Products	means QToolset, the Detailed Report and/or Installation supplied by QMasters to the Customer;
QMasters / us	QMasters Medical Informatics Limited, a company registered in England and Wales with company number 08327861;
QMasters' Website	means the website at www.QMasters.co.uk ;
QToolset	means a clinical decision support and workflow efficiency solution for EMIS Web as further detailed on QMasters' Website;
Specification	the specification of the QToolset as detailed in Schedule 2;
Subscription Term	has the meaning given in Clause 6.1;
Updates	release of QToolset that corrects faults, adds functionality or otherwise amends or upgrades QToolset, but which does not constitute a new product;
Summary Report	means a report which summarily identifies the value of existing coding errors within the practise database as further detailed on the QMasters' Website.

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1.2. Interpretation:

- 1.2.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1. There is no charge for the Summary Report, but these Conditions shall apply in respect of the Summary Report.
- 2.2. The Order Form has two sections; section one relates to the Summary Report and section two relates to the QToolset and the Detailed Report.
- 2.3. To proceed with an Order for a Summary Report the Customer shall either:
- 2.3.1. complete the first section of the Order Form and return it to QMasters;
- 2.3.2. submit an online request for a Summary Report at <http://www.qmasters.co.uk/free-qof-data-validation.html> by completing and submitting the online form; or
- 2.3.3. submit a written request for a Summary Report to QMasters.
- 2.4. The Customer must provide QMasters with the EMIS Web Login to enable QMasters to access the EMIS Analyst Account and compile the Summary Report.

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- 2.5. The Order for Summary Report shall only be deemed to be accepted when QMasters issue written acceptance of the Order for Summary Report at which point and on which date the Contract to provide the Summary Report shall come into existence (**Commencement Date**).
- 2.6. The Customer is not obliged to purchase any further Products (in addition to the Summary Report) from QMasters until such time as the Customer submits a further order in respect of these Products.
- 2.7. To proceed with an Order for Products the Customer shall either:
- 2.7.1. complete the second section of the Order Form and return it to QMasters; or
- 2.7.2. submit a written request for the Products to QMasters.
- 2.8. The Customer must provide QMasters with the EMIS Web Login to enable QMasters to supply the Customer with the Products.
- 2.9. Submitting a completed Order Form or a written request in respect of the Order for Products to QMasters constitutes an offer by the Customer to purchase the Products on the terms of this Contract.
- 2.10. When the Customer places an Order for Products, QMasters may decide whether or not to accept Customer's Order for Products. If an Order for Products is accepted QMasters shall notify the Customer in writing of its acceptance (**Confirmation Email**). Once the Order for Products is accepted a binding Contract comes into effect.
- 2.11. By offering to purchase the Products and/or providing the EMIS Web Login the Customer authorises QMasters to access the EMIS Analyst Account to view the data required and perform any necessary tasks to compile the Summary Report and/or supply the Products in accordance with these Conditions.
- 2.12. No quotation given by QMasters shall constitute an offer and is only valid for a period of 28 days from its date of issue.

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- 2.13. QMasters shall use all reasonable endeavours to meet any performance dates specified in these Conditions, the Confirmation Email and/or the Order Form but any such dates shall be estimates only and time shall not be of the essence for the supply of the Products and/or the Summary Report.
- 2.14. QMasters warrants to the Customer that the Summary Report, Detailed Report and the Installation will be provided using reasonable care and skill.
- 2.15. Any samples, drawings, descriptive matter or advertising issued by QMasters, any descriptions or illustrations contained in QMasters' Website and any demonstrations of the Products and/or the Summary Report by QMasters are given, issued or published for the sole purpose of giving an approximate idea of the Products and/or the Summary Report described in them. They shall not form part of the Contract or have any contractual force.
- 2.16. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF SUMMARY REPORT

- 3.1. QMasters shall provide the Customer with the Summary Report within a period which is not longer than 4 weeks from the Commencement Date.
- 3.2. When sending the Summary Report to the Customer QMasters will provide the Customer with a quotation which details the Products and their corresponding charges.

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4. SUPPLY OF THE PRODUCTS

- 4.1. QMasters shall supply the Products to the Customer in accordance with the Confirmation Email in all material respects and subject to the terms of this Contract.
- 4.2. QMasters reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Products, and QMasters shall notify the Customer in any such event.
- 4.3. QMasters shall install within the EMIS Web Customer Site the QToolset via remote access within 2 weeks of receipt of payment of the relevant Charges in full and the EMIS Web Login, unless otherwise agreed between the parties in writing.
- 4.4. QMasters does not assume any responsibility for:
 - 4.4.1. any error in the Customer's computer programs or systems;
 - 4.4.2. any failure to install and/or delay in installing the QToolset within the EMIS Web Customer Site, or
 - 4.4.3. any error in the QToolset,which is connected with or caused by EMIS Web or any other Customer's IT systems and networks.
- 4.5. The Customer shall notify QMasters as soon as possible of any errors or functionality issues in the QToolset. QMasters will work with the Customer and EMIS Health to resolve any such errors however where such errors result from issues with EMIS Web it is the responsibility of the Customer to resolve any issues directly with EMIS Health.
- 4.6. Following successful installation of QToolset, QMasters will inform the Customer that the installation has been completed and that QToolset is ready to be used (**Activation Date**).

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- 4.7. QToolset will be installed in an activated state unless requested otherwise. By requesting and using the QToolset the Customer certifies and agrees that they have reviewed and understand the QToolset and its functionality. The Customer assumes full and complete responsibility for the use of the QToolset, including but not limited to, the Customer's responsibilities and obligations in connection with making clinical decisions.
- 4.8. QMasters shall provide the Customer with the Detailed Report within 14 days of the Order for Products in respect of the Detailed Report.
- 4.9. Where the Customer has purchased both the Detailed Report and the QToolset, the subsequent Detailed Reports will be provided free of charge with every renewal of the Subscription Term for QToolset for another year.
- 4.10. QMasters will only provide the Products as specified in writing by QMasters to the Customer.

5. ACKNOWLEDGEMENTS

- 5.1. The medical information which may be inherent in or part of the Products and/or the Summary Report is provided without any representations or warranties, express or implied. Without prejudice to the generality of the foregoing paragraph, QMasters does not warrant or represent that the medical information which may be contained in QMasters' Website or otherwise issued by QMasters or given during any demonstrations of the Products and/or the Summary Report by QMasters or which may be inherent in or a part of any of the Products and/or the Summary Report:
 - 5.1.1. will be constantly available, or available at all; or
 - 5.1.2. is complete, true, accurate, up to date or non-misleading.



- 5.2. QMasters does not assume, displace, or undertake to discharge any obligations or responsibilities of the Customer, product manufacturer or any other party, including but not limited to those responsibilities and obligations of the treating clinician in connection with clinical and treatment decisions.
- 5.3. QMasters does not assume any form of general responsibility or duty of care for any aspect of the Customer's IT systems or network (or for any specific aspect thereof including performance, maintenance and security) and QMasters provides no warranty or guarantees other than as set out in this Contract.
- 5.4. QMasters does not warrant or guarantee that the Products will be fit for any particular purpose (whether or not made known), be compatible with the Customer's existing systems or free from any error or defect, or have any particular outcome, result or effect.

6. QTOOLSET – LICENCE

- 6.1. In consideration of the relevant Charges paid by the Customer to QMasters in respect of the QToolset, QMasters shall grant to the Customer a non-exclusive licence to use QToolset for one year (**Subscription Term**) commencing on and including the Activation Date.
- 6.2. In relation to scope of use:
 - 6.2.1. the Customer may not use the QToolset other than as specified in Clause 6.1 without the prior written consent of QMasters, and the Customer acknowledges that additional fees may be payable on any change of use approved by QMasters.
 - 6.2.2. the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the QToolset in whole or in part.

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- 6.2.3. the Customer shall indemnify and hold QMasters harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any third-party terms howsoever arising;
- 6.2.4. QMasters may treat the Customer's breach of any third-party terms as a breach of this licence.
- 6.3. QMasters may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

7. QTOOLSET - UPDATES

- 7.1. QMasters will provide the Customer with all Updates generally made available to its customers. QMasters warrants that no Update will adversely affect the then existing functions of the QToolset. QMasters shall install all Updates as soon as reasonably practicable after their availability.
- 7.2. The Customer must make sure the relevant EMIS Web Login stays activated until the termination of the Subscription Term so that QMasters is able to access the EMIS Analyst Account to install Updates.

8. QTOOLSET – RENEWAL

- 8.1. The Subscription Term for QToolset shall commence from the Activation Date and shall continue for one year or until termination of this Contract for any reason. At the end of the Subscription Term the Customer can renew the Subscription Term for another year in accordance with these Conditions and subject to payment of the current applicable Charges.

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- 8.2. QMasters shall provide the Customer with a written reminder with regard to the renewal of the Subscription Term approximately 6 weeks before its end, however it is the Customer's responsibility to renew the Subscription Term before its expiry should the Customer require continued access to the QToolset after the end of the Subscription Term. The Customer shall notify QMasters whether they wish to renew their Subscription Term no later than 2 weeks before its expiry.
- 8.3. Following the expiry of the Subscription Term QMasters will cease support and provision of the Updates for the QToolset. QMasters shall not be liable for the functionality of the QToolset in any way following expiry of the Subscription Term and the Customer shall discontinue use of the QToolset. Any continued use is entirely at the Customer's risk.
- 8.4. QMasters will uninstall the QToolset from the EMIS Customer Site within 2 weeks from the last day of the Subscription Term or date of termination if earlier. Upon successful removal of the QToolset from the EMIS Web Customer Site, QMasters will notify the Customer of this in writing.
- 8.5. The Customer must make sure the relevant EMIS Web Login stays activated until the QToolset has been uninstalled so that QMasters are able to access the EMIS Analyst Account to uninstall the QToolset. If, due to Customer's fault or any other reason, QMasters are unable to access the EMIS Analyst Account and/or uninstall QToolset, the Client assumes full and complete responsibility for the use of the QToolset after the expiry of the Subscription Term.
- 8.6. The Customer hereby agrees to fully indemnify QMasters and hold it harmless against all claims and liabilities (including both direct and indirect loss of profits, loss of business, depletion of good will and similar losses), costs, proceedings, damages and expenses (including legal and professional expenses) (each being a claim) claimed, threatened, awarded against, incurred or paid by us as a result

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of or in connection with using the QToolset following the expiry of the Subscription Term.

9. ACCESS TO CUSTOMER'S EMIS SYSTEM

- 9.1. QMasters store the EMIS Web Login details in an encrypted format. The database containing the EMIS Web Login is accessed by username and password and the password is further encrypted using a 256-bit AES algorithm and only authorised representatives of QMasters have access to the EMIS Web Login and the EMIS Analyst Account.
- 9.2. All representatives of QMasters are familiar with the use of EMIS Web and the EMIS Analyst Account and have signed confidentiality agreements with QMasters prior to accessing the EMIS Analyst Account.
- 9.3. The EMIS Analyst Account may allow search results to be viewed, however QMasters does not use this function for the Products or the Summary Report.
- 9.4. QMasters can only access EMIS Web via an encrypted N3 / HSCN VPN connection.
- 9.5. All of QMasters' actions are fully logged and audited on EMIS Web. The Customer may review these at any time.
- 9.6. At the end of the Subscription Term, QMasters will uninstall the QToolset and any other tools used by QMasters to supply the Products and/or the Summary Report and notify Key Contact that the EMIS Web Login can be deactivated.

10. CUSTOMER'S OBLIGATIONS

- 10.1. The Customer shall:
 - 10.1.1. ensure that the terms of the Order Form and any written request for the Summary Report and/or the Products are complete and accurate;

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- 10.1.2. co-operate with QMasters in all matters relating to the Products and/or the Summary Report;
- 10.1.3. provide QMasters with such information and materials as QMasters may reasonably require in order to supply the Products and/or the Summary Report, including but not limited to the EMIS Web Login, and ensure that such information is complete and accurate in all material respects;
- 10.1.4. obtain and maintain all necessary licences, permissions and consents which may be required for the Products and/or the Summary Report before the date on which the Products and/or Summary Report are to be provided;
- 10.1.5. appoint at least one Key Contact, who shall have the authority to contractually bind the Customers on all matters relating to this Contract and who shall be the Customer's primary contact with QMasters ;
- 10.1.6. where the Key Contact is unavailable for whatever reason (for example due to an annual leave or end of contract of employment) or where the Customer has appointed a new Key Contact, notify QMasters as soon as possible of the contact details of the new Key Contact or a person who handles the responsibilities of the Customer;
- 10.1.7. comply with all applicable laws, including health and safety laws;
- 10.1.8. carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner;
- 10.1.9. be solely responsible for procuring and maintaining its network connections and assuring that the Products and/or tools necessary to compile the Summary Report and/or Detailed Report are compatible with the Customer's existing IT network;

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- 10.1.10. be solely responsible for all problems, conditions, delays, and all other loss or damage arising from or relating to the Customer's IT network;
 - 10.1.11. notify QMasters of any problems in relation to functioning of the QToolset as soon as reasonably possible.
- 10.2. If the QMasters' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 10.2.1. without limiting or affecting any other right or remedy available to it, QMasters shall have the right to suspend supply of the Products and the Summary Report until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays QMasters' performance of any of its obligations;
 - 10.2.2. QMasters' shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from QMasters' failure or delay to perform any of its obligations as set out in this Clause 10.2; and
 - 10.2.3. the Customer shall reimburse QMasters' on written demand for any costs or losses sustained or incurred by QMasters arising directly or indirectly from the Customer Default.

11. CHARGES AND PAYMENT

- 11.1. The Customer shall pay the Charges in accordance with these Conditions. The Charges shall be set out in the Confirmation Email.

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- 11.2. QMasters reserve the right to amend the Charges at any time although the Charges are guaranteed to remain unchanged during each Subscription Term, but may be amended on renewal.
- 11.3. QMasters shall invoice the Customer in advance of providing the Products and will commence the supply of the Products only once payment in full is received unless otherwise agreed in writing between the parties. Funds must be cleared before payment is accepted.
- 11.4. The Customer shall pay each invoice submitted by QMasters:
- 11.4.1. within 30 days of the date of the invoice; and
 - 11.4.2. in full and in cleared funds to a bank account nominated in writing by QMasters, and
- time for payment shall be of the essence of the Contract.
- 11.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**).
- 11.6. If the Customer fails to make a payment due to QMasters under the Contract by the due date, then, without limiting QMasters' remedies under Clause 15, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 11 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 11.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

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12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All Intellectual Property Rights in or arising out of or in connection with the Products or the Summary Report (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by QMasters.
- 12.2. The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 12.
- 12.3. The Customer grants QMasters a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to QMasters for the term of the Contract for the purpose of supplying the Products and/or Summary Report to the Customer.

13. DATA PROTECTION

- 13.1. In the event that QMasters processes personal data (as defined in UK data protection law) on behalf of the Customer, then it shall do so as processor in accordance with the Data Processing Schedule.

14. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 14.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - 14.1.1. death or personal injury caused by negligence;
 - 14.1.2. fraud or fraudulent misrepresentation; and
 - 14.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.2. Subject to Clause 14.1, all conditions, warranties, terms, representations and undertakings, express or implied (whether they are implied by statute, common

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law or in any other way) not expressly set out in these Conditions are excluded to the fullest extent permitted by law.

- 14.3. Subject to the rest of this Clause 14, in no circumstances shall QMasters' liability to the Customer of any nature arising out of or in connection with this Contract for a single incident or series of related incidents shall not exceed the greater of (a) the value of all invoices during the 12 months immediately preceding the date of the events giving rise to such claim, or (b) £25,000.
- 14.4. Subject to Clause 14.1, QMasters shall have no liability for any indirect or consequential losses, or for any of the following types of loss or damage (whether direct or indirect): (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) the security of the Customer's use of the Products; (h) for any loss arising out of or in connection with a breach of the Contract by the Customer.
- 14.5. This Clause 14 shall survive termination of the Contract.

15. TERMINATION

- 15.1. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 15.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the

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- court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 15.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 15.1.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.2. Without affecting any other right or remedy available to it, QMasters may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 15.2.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 15.2.2. there is a change of Control of the Customer.
- 15.3. Without affecting any other right or remedy available to it, QMasters may suspend the supply of the Products and/or the Summary Report under the Contract or any other contract between the Customer and QMasters if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Clause 15.1.2 to Clause 15.1.4, or QMasters reasonably believes that the Customer is about to become subject to any of them.

16. CONSEQUENCES OF TERMINATION

- 16.1. On termination of the Contract for whatever reason:
- 16.1.1. the Customer shall immediately pay to QMasters any sums due;

- 16.1.2. each party shall promptly return to the other any property or information belonging to such other party;
- 16.1.3. QMasters shall uninstall QToolset and/or other tools and/or software which are a property of QMasters from the EMIS Web Customer Site.
- 16.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 16.4. The Customer shall keep the EMIS Web Login active in accordance with Clause 7.2.

17. GENERAL

- 17.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 17.2. **Assignment and other dealings.**
 - 17.2.1. QMasters may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - 17.2.2. The Customer shall not, without the prior written consent of QMasters, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Contract.

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17.3. Confidentiality.

- 17.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 17.3.2.
- 17.3.2. Each party may disclose the other party's confidential information:
- 17.3.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 17.3; and
- 17.3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17.4. Entire agreement.

- 17.4.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.4.2. Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that

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it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.4.3. Nothing in this clause shall limit or exclude any liability for fraud.

17.5. Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6. Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.7. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.8. Notices. Any notice under this Contract shall be in writing by one of the following methods (and by the following deemed dates of receipt):

17.8.1. by hand: when delivered (or, if delivered outside Normal Business Hours, at 09:00 on the next Business Day);

17.8.2. by first-class post or recorded delivery: on the second Business Day after posting; and

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17.8.3. by email: when received (or, if received outside Normal Business Hours, at 09:00 on the next Business Day).

17.9. Third party rights.

17.9.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.9.2. [The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.]

17.10. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.11. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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SCHEDULE 1
Data Processing Schedule

The purpose of this Schedule is to ensure that any personal data processed by QMasters on behalf of the Customer is adequately protected and to enable the Customer to meet its processing obligations under UK data protection and privacy laws.

1. Interpretation

1.1. Capitalised terms used in this Schedule shall have the same meanings as they have in the Contract. In addition, the following words shall have the following meanings in this Schedule:

“Data Protection Law”	applicable UK laws and regulations protecting the privacy of individuals and their fundamental rights and freedoms in relation to their personal data as amended and updated from time to time (including, from its date of entry into force, the General Data Protection Regulation 2016/679);
“Data Subject Request”	an actual or purported Data Subject Request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Law;
“Personal Data Breach”	an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data;
“Customer Instructions”	documented instructions (including this Schedule) from the Customer regarding the processing of

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	personal data by QMasters pursuant to this Contract.
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- 1.2. The terms “**data subject**”, “**processor**”, “**controller**”, “**processing**”, “**special categories of personal data**” (also known as “**sensitive personal data**”) and “**supervisory authority**” have the meanings set out in Data Protection Law.
2. Data processing particulars
 - 2.1. The parties envisage that the processor may be required to process personal data from time to time in order to supply the Products and / or the Summary Report. This personal data (which may include sensitive personal data) may relate to the Customer’s staff, clients, business contacts, professional advisers and other individuals whose personal data the Customer processes.
 - 2.2. Any processing of personal data by QMasters shall be for the purpose of supplying of the Products and/or the Summary Report (as defined in QMasters Terms and Conditions). Such processing may occur in situations where QMasters is required to access, configure, repair, restore or maintain the Customer’s systems, files or databases which contain personal data. The parties consider that the processing of personal data by QMasters in these circumstances and for that purpose is proportionate, necessary and appropriate (provided such processing is carried out subject to and in accordance with this Schedule).
3. Data Protection Arrangements
 - 3.1. The factual arrangement between the parties dictates the classification of each party in respect of the Data Protection Law. However, the parties anticipate that the Customer shall act as a controller and QMasters shall act as a processor and in any such case QMasters shall only process personal data on the instructions of the Customer.

3.2. QMasters shall be permitted to appoint sub-contractors, and to disclose personal data to them for processing in accordance with the Contract, provided always that:

3.2.1. any sub-contractor only processes the personal data on QMasters' documented instructions and such processing is under a written contract which provides a level of protection for the rights and freedoms of individuals whose personal data is being processed which is at least equivalent to the protection provided in this Schedule; and

3.2.2. the sub-contractor provides sufficient guarantees to implement appropriate technical and organisational measures so that the processing will meet the requirements of Data Protection Law (including the requirements relating to security, integrity and confidentiality) and, where that sub-processor fails to fulfil its obligations, QMasters shall remain fully liable to Customer for the performance of those obligations.

4. Security

4.1. To the extent that QMasters is acting as a processor for and on behalf of the Customer, it shall:

4.1.1. process such personal data (including that set out in paragraph 4) for the purposes of performing its obligations under the Contract and only in accordance with the terms of the Contract and any Customer Instructions (except where it is required to do so otherwise by law, in which case QMasters shall notify Customer of such beforehand, unless such notice is prohibited by law);

4.1.2. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as

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the risks to the rights and freedoms of natural persons, QMasters shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing in accordance with Data Protection Law;

- 4.1.3. take all reasonable steps to ensure the reliability and integrity of any QMasters' personnel who shall have access to the personal data;
- 4.1.4. ensure that access to the personal data is restricted to only those members of QMasters' personnel who require it in order to discharge QMasters' obligations under the Contract; and
- 4.1.5. where the personal data are confidential, keep them secret and not disclose them to any third party without Customer's prior written authorisation (except to the extent disclosure is required by law).

5. Data subject rights

- 5.1. If a data subject makes a request to QMasters or Customer relating to the exercise of his or her legal rights in relation to personal data, QMasters shall (taking into account Customer's duty to respond to the data subject within a specified period) provide Customer (at Customer's own cost based on QMasters' then hourly rates) any assistance it reasonably requires in order to facilitate that data subject's rights. QMasters' obligation to cooperate under this paragraph shall also apply to any requests to QMasters or Customer by a supervisory authority.
- 5.2. To the extent that any Customer instructions:
 - 5.2.1. require additional effort and/or expenditure on the part of QMasters, this shall be reimbursed by the Customer in accordance with QMasters' then current standard rates; and/or

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5.2.2. serve to hinder or prevent QMasters' performance of its obligations under the Contract, the Contract shall continue despite such reduced performance, and:

5.2.2.1. QMasters shall not be in breach of the licence or any other agreement with the Customer as a result of it following Customer instructions; and

5.2.2.2. the Charges which have been paid or which will become payable shall not be reduced (even in the event QMasters is unable to perform its obligations in part or in full).

6. Breach notification

6.1. If QMasters becomes aware of a Personal Data Breach, it shall:

6.1.1. notify the Customer without undue delay of the Personal Data Breach including details of how the breach occurred and what personal data may have been compromised;

6.1.2. provide Customer with such information and assistance at Customer's cost as it reasonably requires in relation to the Personal Data Breach (including in relation to action to remedy or mitigate the breach); and

6.2. Except to the extent required by applicable law, upon the termination of the Contract for any reason, or earlier if instructed in writing by the Customer to do so, QMasters shall cease processing all personal data and return and/or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Customer) all personal data and all copies in its possession or control (and it shall provide the Customer with a certificate signed by a duly authorised representative confirming it has done so).

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- 6.3. Where the Customer makes any such request prior to the termination of the Contract, and it serves to hinder or prevent QMasters' obligations thereunder, the Contract shall continue despite such reduced performance, and:
- 6.3.1. QMasters shall not be in breach of the Contract with the Customer as a result of it following such Customer instructions; and
- 6.3.2. the Charges which have been paid or which will become payable shall not be reduced (even in the event QMasters is unable to perform its obligations in part or in full).
7. Audits
- 7.1. QMasters shall (at Customer's cost and subject to Customer providing appropriate confidentiality undertakings) provide reasonable cooperation with any request by Customer to carry out audits or inspections. QMasters may satisfy its obligations under this clause by it making available copies of third-party audits. Nothing in this clause shall require QMasters to disclose or permit access to any of its (or any third party's) confidential or commercially sensitive information.
8. International Transfers
- 8.1. QMasters will not export personal data to a country outside the European Union unless:
- 8.1.1. the transfer is on the basis of a valid adequacy decision made by the European Commission
- 8.1.2. appropriate safeguards are applied (as set out in Data Protection Law); or
- 8.1.3. such transfer is otherwise permitted under Data Protection Law.

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SCHEDULE 2

Specification

The QToolset is a clinical decision support solution that saves clinicians time, ensures income is correctly claimed, and offers increased clinical safety. It consists of:

1. Standardised EMIS Web templates offering best practice guidance and SNOMED compliant coding of clinical data covering many clinical areas to save time during consultations and ensure all clinicians whether they are GPs, nurse practitioners, or paramedics are following the same clinical guidelines and recording the correct data for contract work (QOF and enhanced services).
2. Integrated clinical pathways and guidelines accessible from within EMIS Web to allow quick access to these resources during consultations.
3. Clinical safety alerts and reports based on MHRA and NICE guidance. Real-time alerts are displayed when a clinical safety issue is detected.
4. Searches and reporting based on national contract requirements to assist practices with monitoring practice performance and ensure work is being correctly claimed.

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