

## **HxIntel: Specific Terms**

### **1 General**

- 1.1 HxIntel is a software product providing pharmacies with current information on the performance of their site(s) and data points explaining activity and status. This information is presented in a user-friendly graphical format with optional reporting available based on the data.
- 1.2 All defined terms used in these Specific Terms shall, unless specifically stated otherwise, have the meaning given in the Conditions.
- 1.3 All rules of interpretation in the Conditions apply to these Specific Terms for the HxIntel product (**HxIntel**).

### **2 Software**

- 2.1 Initial Term: as set out in the Order Form.
- 2.2 Licences granted as set out in the Order Form are per site.
- 2.3 The version of the Software provided is set out in the Order Form.
- 2.4 One unique user log-in will be provided per site, and up to three concurrent authorised users may access HxIntel per unique user log-in.
- 2.5 The Software is cloud-based and licensed by PSL to the Customer on a non-exclusive basis for the Initial Term and any Renewal Terms.
- 2.6 HxIntel is a business information tool allowing users to surface useful data in the form of live dashboards and detailed reports. Functionality is tiered subject to the version of the software chosen.

### **3 Third Party Software**

- 3.1 Initial Term: As set out in the Order Form.
- 3.2 The Software incorporates Third Party Software provided by Paninsight Ltd (trading as Panintelligence). The Customer agrees to comply with the Third Party Terms which are set out at Annex 1 to these Specific Terms. These may be updated by notice from PSL to the Customer.
- 3.3 The Customer shall indemnify PSL for any losses, liabilities, damages or costs relating to any breach by the Customer of the Paninsight Ltd Third Party Terms.
- 3.4 Any data sources interrogated using the Third Party Software may be subject to additional terms provided by that data source. PSL has no responsibility or liability for the content of or the Customer's usage of any such data sources.
- 3.5 Any other Third Party Software incorporated in or forming a part of the Software and as subject to change from time to time.

4        **Services**

4.1        Provision for data backup, consultancy, training, installation, development or otherwise as set out in the Order Form.

4.2        Bespoke dashboards and/or reports may be developed and training may be provided. The Charges for any bespoke dashboards, reports and training will be set out in the Order Form.

5        **Charges**

5.1        The Licence can be paid for monthly, annually or upfront in accordance with the number of sites as set out in the Order Form.

5.2        Surecover is included in the Licence.

6        **Hardware**

6.1        No Hardware is supplied.

7        **Network Connections**

7.1        No Network Connections are provided.

**Annex 1 – Paninsight Ltd Terms**

1        The Customer and any authorised users of the Third Party Software shall not access, store, distribute or transmit any viruses, or any material during the course of usage of the Third Party Software that:

- 1.1        is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 1.2        facilitates illegal activity;
- 1.3        depicts sexually explicit images;
- 1.4        promotes unlawful violence;
- 1.5        is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 1.6        constitutes unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 1.7        is in a manner that is otherwise illegal or causes damage or injury to any person or property,

and Paninsight Ltd reserves the right, without liability or prejudice to its other rights, to disable the Customers' and/or its users' access to any material that breaches the provisions of these Third Party Terms.

- 2 The Customer and any authorised users of the Third Party Software shall not:
- 2.1 Unless expressly permitted by any applicable law which is incapable of exclusion by agreement with PSL:
    - 2.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Third Party Software and/or Documentation (as applicable in any form or media or by means; or
    - 2.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Third Party Software;
  - 2.2 access all or any part of the Third Party Software and Documentation in order to build a product or service which competes with the Third Party Software and/or the Documentation;
  - 2.3 use the Third Party Software in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, or in any way that harms or attempt to harm minors;
  - 2.4 attempt to obtain, or assist third Parties in obtaining, access to the Third Party Software and/or Documentation;
  - 2.5 attempt to ascertain or list the source programmes or source code relating to the Third Party Software;
  - 2.6 deal in any other manner or deal with any third party for services, with regard to any or all of its right and obligations under the Third Party Terms, without the prior written consent of Paninsight Ltd; or
  - 2.7 deploy, embed or integrate the Third Party Software within or against any software or databases other than the Software.

3 **The Customer shall:**

- 3.1 ensure that its network and systems comply with the relevant specifications provided by Paninsight Ltd from time to time;
- 3.2 be solely responsible for procuring and maintaining its network connections and telecommunications links from the Customer's systems to Paninsight Ltd's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to PSL's network connections or telecommunications links or caused by the internet;
- 3.3 keep a complete and accurate record of the Customer's authorised users, and produce such record to Paninsight Ltd on request from time to time;
- 3.4 notify Paninsight Ltd as soon as it becomes aware of any unauthorised use of the Third Party Software by any person;
- 3.5 implement and enforce its own IT security policy and keep a secure password for its use of the Third Party Software and Documentation, and in particular ensure that

such password shall be changed no less frequently than monthly and kept confidential;

- 3.6 pay, for broadening the scope of the Licence to cover the unauthorised use, an amount equal to the fees which Paninsight Ltd would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced;
- 3.7 ensure that its own computer systems and associated environment are protected against the introduction of any viruses; and
- 3.8 in the event of any such virus being introduced or unauthorised access or use, promptly notify Paninsight Ltd.

#### **4 Licence of Third Party Software**

4.1 The following obligations form part of the licence granted to the Third Party Software:

- 4.1.1 a prohibition on the Customer and its authorised users deploying, embedding or integrating the Third Party Software within or against any software or databases other than the Software;
- 4.1.2 a prohibition on assignment or rental of the Third Party Software;
- 4.1.3 an obligation to protect the Intellectual Property Rights of the Third Party Software;
- 4.1.4 an obligation to protect the confidentiality of Paininsight Ltd's Confidential Information;
- 4.1.5 a prohibition on reverse engineering, disassembly, decompilation or other attempts to derive or access the source code of the Third Party Software, except strictly to the extent permitted by applicable law;
- 4.1.6 an obligation to discontinue use and destroy or return copies of the Third Party Software and any associated documentation on expiry/termination of the licence.

#### **5 Third party rights**

The Customer grants Paninsight Ltd third party rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Third Party Terms.