

Third Party Software/Service Terms of Use

**Managed Service
in relation to
The NHS Personal Demographic Service
and
Choose and Book Service
Module of Spinal Tap**

Version 0.2

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QUICKSILVA MANAGED SERVICE TERMS OF USE

The managed service in relation to NHS Personal Demographic Service and Choose and Book Service module of Spinal Tap® (**Managed Service**) is provided by Quicksilva Limited (**QS**) and the associated software including the Spinal Tap and the Choose and Book Messaging Broker software, is owned by QS.

A Customer's use of the Managed Service is governed by the terms of use set out below. For the purpose of these terms of use, an **End User** shall mean a customer of Advanced Health and Care Limited (**Advanced**) who is permitted to access and use the Managed Service pursuant to the agreement between Advanced and the End User (**End User Agreement**).

MANAGED SERVICE TERMS OF USE

1. The End User's right to use the Managed Service shall cease and terminate on termination or expiry of Advanced's agreement with QS for the provision of the Managed Service (**MS Agreement**) or on termination or expiry of the End User Agreement, whichever is the first to occur.
2. The End User shall not be permitted to re-sell or otherwise distribute or provide access to the Managed Service to any third parties.
3. The End User shall be permitted to access and use the Managed Service solely from terminals located at the End User sites or endpoints registered on the NHS Spine from which the End User is permitted to access the Managed Service.
4. The End User shall comply with all applicable laws, regulations and reasonable data centre operating policies provided or otherwise notified by Advanced or QS from time to time.

5. Unless otherwise agreed with Advanced in writing, the End User is responsible for carrying out any interface configuration that the End User may wish to carry out on its applicable systems for its use, in sufficient time to enable QS to provide the Managed Service and ensure that its system meets any minimum operating requirements.
6. The End User must maintain the functionality of any necessary connections for its system as specified by Advanced or QS to enable it to function with the Managed Service and provide all necessary network connectivity to access the Managed Service.
7. The End User must comply with any reasonable directions given by Advanced or QS in connection with the use of the Managed Service.
8. The End User is responsible for the security and proper use of user names and passwords used in connection with access to the Managed Service, or Web Portal system, by the End user and shall take all necessary steps to ensure that these are kept confidential, used properly and not disclosed to unauthorised people.
9. The End User shall as soon as reasonably possible notify Advanced in writing if there is any reason to believe that a user name or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way and Advanced or QS may disable such passwords and access to the Managed Service if the Advanced or QS believe that there is or may be any unauthorised use.
10. The End User shall provide all necessary co-operation with Advanced or QS employees, agents and sub-contractors and all independent contractors and third party suppliers in performing the Managed Services and provide any assistance or information as may reasonably be required by Advanced or QS.
11. The End User shall report all failures of the Managed Service or down time or other interruptions of the Managed Services which causes the Managed Service to be not useable.
12. Unless Advanced is responsible for back-ups, the End User must keep full back-up copies of all data.
13. The End User shall not use the Managed Service:
 - a. to store, distribute or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;
 - b. to "spam" or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from "spam" or unsolicited advertising or promotional material sent or provided by the End User or any third party acting on behalf of the End User;
 - c. fraudulently or in connection with a criminal offence;

- d. in any way that infringes the intellectual property rights of any third party;
 - e. in any way which may adversely affect Advanced or QS reputation or goodwill or business;
 - f. to attempt to obtain or assist others in obtaining access to the Software other than as provided for in these terms of use; or
 - g. in an unlawful manner or in contravention of any legislation, laws, codes of practice, licence conditions or third party rights as notified to the End User or any reasonable instructions of Advanced or QS from time to time regarding use of the Managed Service.
14. Advanced or QS may audit compliance by the End User of its obligations under these terms of use. The End User shall provide reasonable cooperation to Advanced or QS in respect of such audit.
15. If the End User breaches any of the provisions of these terms of use or if Advanced or QS reasonably suspects the End User of such a breach Advanced may:
- a. immediately remove any offensive, unlawful or infringing material from the Managed Service; and/or
 - b. immediately suspend access to the Managed Service by that End User until Advanced and QS is reasonably satisfied (on the production of any necessary evidence) that any breach has been sufficiently remedied; and/or
 - c. terminate the End User's right to use the Managed Service on written notice.
16. The End User shall not do any act or thing or omit to do any act or thing in respect of Managed Service or Software which will cause or result in Advanced being in breach or potential breach of the MS Agreement or otherwise compromise or prejudice Advanced position under the MS Agreement.