



Tape Validation Services Terms and Conditions

1 ABOUT US:

Egton is a division of Egton Medical Information Systems Limited whose registered office is at Fulford Grange Micklegate Lane Rawdon Leeds, LS19 6BA ('Egton').

2 DEFINITIONS

Customer: The organisation identified on the invoice

Egton Secure Courier Service: The service used to securely transport back-up tapes holding patient identifiable data

TVS: Tape Validation Service

3 TAPE VALIDATION SERVICE

Egton has developed a service for validating tapes, which verifies that Customer back up tapes can be used to accurately recreate the clinical database held on Customers' system.

Egton agrees to verify Customer's back up tapes at regular agreed intervals during the term specified in Egton's quotation and Customers purchase order for TVS.

At commencement of the TVS term Egton will notify Customer in writing of the dates (week commencing), which have been reserved for the collection of the tape.

Prior to each collection Egton will contact Customer to confirm the collection date. The collection will be performed using the Egton Secure Courier Service, where available. In circumstances where this service can not be used Egton will agree a suitable alternative with the Customer. Both parties will retain a signed receipt for evidence of the handover.

On receipt of Customer's back up tape Egton will:

- Send an email confirmation that the tape has arrived at Egton
- Check that the tape can be read by Egton's tape drive
- Check that the tape is correctly formatted
- Recreate the Customer's system on Egton's server
- Access "test data" and print out the details in a report for the Customer
- Analyse the data and report
- Copy the data to optical media – CD or DVD and encrypt all data to an AES-256 standard
- Format and retention Customer's tape
- Return Customer tape together with optical media and reports to the customer using Egton Secure Courier Service, or the agreed alternative service. Egton will retain a signed receipt for evidence of the handover
- Egton will send a email to confirm the successful delivery of the tape

Egton will process the tape validation within 5 working days of receipt by Egton of Customer's back up tape. This excludes the logistical aspect of the collection and delivery processes.

In the event that Egton fails to meet the delivery obligations expressed above, Egton will provide an additional validation at the end of the initial term free of charge.

In the event that Customer's back up tape cannot be read by Egton's tape drive, Egton will notify Customer by email or letter requesting a replacement back up tape. Where possible an incident will be logged with the Customer's hardware maintainer.

4 CUSTOMER CONTACT DETAILS

Customer must specify the contact e-mail address of the person responsible for TVS on a day-to-day basis. This is the only method Egton will use to contact Customer for updates or queries. Egton cannot accept a TVS order without a valid current email address.

5 CONFIDENTIALITY

Egton acknowledges that when providing support services, Egton may have access to confidential data. Egton agrees to keep access to such information limited to that strictly necessary to provide support services and to keep any such information confidential. When copies of data are made for support purposes, Egton will only do so with Customer's consent, keeping such data secure and returning or destroying it as soon as possible. Egton will destructively erase any data held on any media removed from Customer's system in the course of maintenance as soon as practicable.

Egton's staff have been made aware of the importance of respecting the confidentiality of Customer's data and that summary dismissal is the likely consequence of failing to do so. The staff providing the TVS service have all completed a robust recruitment and induction process and achieved clearance from the Criminal Record Bureau.

Egton observes the principle in the Data Protection Act 1998 to the extent of its obligations as a data processor.

6 CUSTOMER OBLIGATIONS

Customer agrees to ensure that a tape and an appropriate person are made available to the Egton Secure Courier, when used, to process the handover of the tape on the agreed collection and delivery dates. In the event that this provision is not made Customer may forfeit that validation.

Customer agrees to inform Egton in writing of any single validation that is not required and that Customer may forfeit that validation at Egton's discretion.

Customer should send the most recent nightly back up tape from their Clinical server but not the one from the previous day as this may be required for disaster recovery.

Customer must ensure that back up tapes are clearly labelled with the correct customer number and that a practice compliments slip or letter head is returned with the back up tape.

Customer also agrees to record the date when the back up tape was made on the padded envelope provided by Egton. This information is important for fault diagnosis in the event of faults being discovered during the tape validation process. Egton will not refer problems discovered during the tape validation process to the relevant support organisation until the required date information has been provided by Customer.

7 WAIVER

Failure or neglect by Egton to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Egton's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Egton's rights to take subsequent action.

8 LAW & DISPUTE RESOLUTION

The parties hereby agree that these Terms and Conditions shall be construed in accordance with English Law.

9 NOTICES

All notices to or by the respective parties hereto shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by recorded delivery post or sent by facsimile to the party to which such notice is required to be given.

10 LIMITATION OF LIABILITY

Egton shall indemnify Customer against any liability for personal injury to or death of any person caused by any negligent act or omission or wilful misconduct of its employees, agents or sub-contractors. Except in respect of injury to or death of any person (for which no limit applies) Egton's liability to the Customer under this contract in respect of any event or series of connected events shall be limited to the value paid by the Customer to Egton for Tape Validation Services. Egton shall not be liable to the Customer for loss of profits or contracts or other direct, indirect or consequential loss, damage, cost or expense of any kind whatever and however caused (in this clause called "Loss"). Loss includes (without limitation) loss of the ability to access, and process data, loss of or corruption to data, loss of profits or of contracts, loss of operation time, cost of restoration of data and loss of goodwill or anticipated savings. This limitation will apply even if Egton has been advised of the possibility of Loss. It will also apply whether Loss arises under the law of contract, the law of tort (including the law of negligence) or otherwise.

11 PAYMENT TERMS

Unless otherwise agreed by both parties payment for TVS is due annually in advance on the date of order. Customer should remit payment when issuing their purchase order or request an invoice from Egton. TVS services will commence when payment has been received.

12 TERMINATION

Egton accepts Customer's order for TVS subject to Customer using an Egton supported tape drive in Customer's clinical server. If Customer does not use a supported tape drive, or if Customer changes their tape drive part way through the TVS agreed term, Egton may at its discretion cancel the TVS agreement and refund the value of any validations due after the date Egton notifies Customer of cancellation.

Either party may terminate this contract by providing 60 days written notice to Egton.