



## Egton Envisage Support Pack

### 1 PARTIES:

Egton Medical Information Systems Limited incorporated in England & Wales, No 2117205 and having its registered office at Fulford Grange, Micklegate Lane, Rawdon, Leeds, LS19 6BA ("EMIS" which expression shall include its agents, successors and assigns)

and

The "Customer" described in the invoice pertaining to this Support Pack

### 2 Meanings:

"Display Screen(s)" display hardware used by the Customer to present information to their staff, clients or any other person.

"EDS" means the Envisage Distribution Server as supplied by Egton.

"EMIS Clinical Software" means the latest supported release version of EMIS' clinical software.

"EMIS" Egton Medical Information Systems Ltd,

"Egton" a wholly owned trading division of EMIS

"EMIS Connection" means the EDS set-up and configuration enabling the unit to be recognised by and functional on the EMIS Clinical Software and/or associated applications.

"Envisage System" means the EDS, Hardware, Operating System and Standard Applications.

"Hardware" means the EDS comprising of the system unit, its internal components, its screen, and the VGA extenders (where fitted). It does not include the Display Screen(s).

"Network Connection" means the EDS set-up and configuration enabling the EDS to see and be seen by the local workgroup or domain computers.

"Operating System" means the Operating System software pre-installed on the EDS at delivery and any approved upgrades.

"Standard Applications" means other applications software pre-installed on the EDS as supplied by or approved by Egton, such as Envisage and MacAfee Anti-Virus software.

### 3 Services

Egton will provide remote telephone support for fault diagnosis, and return to workshop repair facilities, or unit exchange or on-site service as it considers appropriate.

A full repair will constitute:

- 3.1 Replacement of any defective Hardware using replacement parts that are new or (in Egton's reasonable opinion) of equivalent to new performance. Replaced parts will become the property of Egton.
- 3.2 Reloading of the Operating System.
- 3.3 Reloading of the Standard Applications.
- 3.4 The EDS to be set-up and configured for an EMIS Connection.
- 3.5 Re-establishment of the Network Connection.
- 3.6 Associated labour and carriage costs.

### 4 Response

Requests for service or assistance must be placed with the Egton Support Call Centre and customers agree to run self-test procedures or correct problems with remote telephone support, if required. The response time for assistance will be targeted as the next working day.

### 5 Duration

- 5.1 This Support Pack is valid for 36 months from the date of first installation of the Envisage System.
- 5.2 The Support Pack is not transferable from one Envisage System to another and is valid only for that Envisage System. Replacements supplied for defective items will assume the remaining Support Pack cover.

### 6 Exceptions

The Support Pack does not guarantee uninterrupted performance of the Envisage System. Exchanges may not be possible for Hardware with permanent security marking.

- 6.1 Service does not include:
  - 6.1.1 Repair or replacement of exchangeable media or consumable supplies.
  - 6.1.2 Maintenance of any attachments not included in the Hardware.
  - 6.1.3 Specification enhancement of the Hardware.
- 6.2 The Support Pack does not include service necessitated by:
  - 6.2.1 Damage caused by accident, transportation, neglect, and misuse.
  - 6.2.2 Damage caused by external voltage surge.
  - 6.2.3 Damage or malfunction caused by fluid ingress.
  - 6.2.4 Act of God, fire, flood, war, act of violence, vandalism.
  - 6.2.5 Any attempt by any person other than an Egton employee or agent to adjust, repair or maintain the Envisage System.

- 6.2.6 Any fault in any attachments or associated equipment (whether or not supplied by Egton) that does not form part of the Envisage System.
- 6.2.7 Repair or replacement of the Display Screen(s).

## **7 Data Restoration (customer data)**

If data is stored on the EDS the user is responsible for the security of all such data on the EDS and for taking backup copies of the data, and it is the customer's own responsibility to restore or reconstruct all such data required on the EDS.

## **8 Liability**

- 8.1 Except to the extent that by the law relating to this Agreement it is not lawful to exclude such liability, Egton shall not be liable to the Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Envisage System, its use or otherwise.
- 8.2 Notwithstanding the generality of 7.1 above, Egton expressly excludes liability for consequential loss or damage, including but not limited to loss or damage to data or to other equipment or property (whether or not the same may be in Egton's care, custody or control), or for loss of profit, business, revenue, goodwill or anticipated savings.
- 8.3 In the event that any exclusion of liability contained in these Terms and Conditions shall be held to be invalid for any reason and Egton becomes liable for loss or damage that may be limited or capable of being limited in law, such liability shall be limited to the sum of £250,000.
- 8.4 Egton does not exclude liability for death or personal injury to the extent that the same arises directly from the negligence of Egton or its employees.

## **9 Agreement**

These terms and conditions shall constitute the entire agreement relating to the provision of services described therein and this agreement shall be governed in accordance with the laws of England.