

CODEplan Terms and Conditions

Updated July 2023.

This document sets out the terms and conditions ("Conditions") upon which CODEplan, as part of the Agilio Software Group brand, provides Membership Services to its Members and Consultancy Services and other Services to its Clients (i.e. Members and non-Members). Definitions used in these Conditions are set out in Appendix 1 below. Members should read these Conditions in conjunction with their Subscription Agreement, which sets out the Membership Services they have subscribed for and certain financial and other terms in relation to their membership. Clients should read these terms in conjunction with their agreement with CODEplan for the provision of the Consultancy Services and/or other Services.

1. SUBSCRIPTIONS

a. The Membership Services subscribed for by a Member (which will usually comprise a Membership Package) are as set out in the Member's Subscription Agreement and comprise the initial Subscribed Services. The content of each Membership Package, including a description of the Membership Services provided as part of such Membership Package, is as set out on the Website at <https://agiliosoftware.com/policies/dental-policies/packages>

b. Membership Packages and Membership Services may be grouped together and offered as one package, at an appropriate cost. Some Membership Packages may contain a combination of Practice Services (which can be used by any Team Member for the benefit of the relevant Subscribed Practice generally) and User Services (which can only be used by Relevant Users at a Subscribed Practice (unless CODEplan expressly agrees to the use by a non-Relevant User for administrative purposes) and are only to be used for the benefit of Relevant Users at the Subscribed Practice). CODEplan will make clear (either in the Agreement, in the description of Membership Services or otherwise) those parts of the Membership Services which are User Services.

c. The content of Membership Packages is subject to reasonable variation from time to time. Variations will be notified by e-mail and by changes to the packages on the Website at <https://agiliosoftware.com/policies/dental-policies/packages>

d. Subject to the Agreement, CODEplan hereby grants to the Member a non-exclusive and non-transferable right to permit: (i) in the case of Practice Services, the Team Members to use during the Subscription Term the Practice Services; and/or (ii) in the case of User Services, the Relevant Users to use during the Subscription Term the User Services, in each case solely for the Member's internal business operations at the Member's Subscribed Practices.

e. The Member undertakes that it will not (and shall procure that its Team Members shall not) allow or suffer the Member's Subscription (including relevant Membership Services, Documentation, Member Content and login details) to be used: (i) at any Practice (or other business entity) other than the Member's Subscribed Practices; and/or (ii) by any person other than the Team Members (in connection with Practice Services) and, unless otherwise expressly agreed by CODEplan, the Relevant Users (in connection with the User Services which they are entitled to use).

f. The Member shall prevent any unauthorised access to, or use of, the Membership Services and/or the Documentation and/or the Member Content and/or the login details and, in the event of any such unauthorised access or use, shall promptly notify CODEplan.

g. Without prejudice to CODEplans other rights under the Agreement, if the Member's Practice Services are used by any person (including but not limited to the Member and/or its Team Members) in connection with any Practice (other than a Subscribed Practice or a Practice covered by the subscription of another member) at any time, then CODEplan shall at its sole discretion have the right to determine that such Practice is added to the Member's Subscription as a Subscribed Practice (with effect from the date of such use (as determined by CODEplan acting reasonably)) and CODEplan shall be entitled to charge Subscription Fees in respect of such Practice in accordance with the terms of the Agreement. Use of the Member's Practice Services shall include using the Member's Subscription to access the Website[s], other than access by a third party in circumstances agreed by CODEplan as being outside the reasonable control of the Member. CODEplan shall notify its determination to the Member in writing. This provision shall apply whatever the level of connection between the Member and the relevant Practice.

h. Without prejudice to CODEplans other rights under the Agreement, if the Member's User Services are used by any employed or self-employed person who works at a Subscribed Practice (other than a Relevant User in respect of the relevant User Services or a non-Relevant User expressly agreed by CODEplan as being permitted to use the User Services for administrative purposes only) or are used for the benefit of any non-Relevant User, then such person shall be deemed to be a Relevant User in respect of the relevant User Services from the date of such use and CODEplan shall be entitled to calculate and charge Subscription Fees on such basis in accordance with the terms of the Agreement. Use of the Member's User Services shall include using the Member's Subscription to access the Website[s]. CODEplan shall notify its determination to the Member in writing.

i. Without prejudice to CODEplans other rights under this Agreement, if the Member's User Services are used by or for the benefit of any person who does not work at and/or provide services to a Subscribed Practice (and who is not a Relevant User in respect of such User Services), then CODEplan shall have the right to charge the Member Subscription Fees in respect of such person. Use of the Member's User Services shall include using the Member's Subscription to access the Website[s], other than access in circumstances agreed by CODEplan as being outside the reasonable control of the Member. The Member shall be liable to pay Subscription Fees in respect of such person for the period from the date on which the Member's Subscription is first used by or for the benefit of such person to the later of (i) 12 months from such date and (ii) the end of the Subscription Term. The Subscription Fees in respect of such person shall be at CODEplans then prevailing "per Relevant User" monthly rate for the relevant User Services. Such Subscription Fees shall be payable together with the Subscription Fees for the other Relevant Users. CODEplan shall notify its determination to the Member in writing.

j. The rights provided under this Condition are granted to the Member only.

2. CHANGES TO SUBSCRIPTIONS

a. The Member may, from time to time during the Subscription Term, request to upgrade its Subscription by upgrading its Membership Package and/or purchasing additional Membership Services. If the Member wishes to upgrade its Subscription the Member should contact CODEplan.

b. The Member shall immediately notify CODEplan in writing if it or any member of its Group sets up and/or acquires a Practice during the Subscription Term.

c. The Member may, from time to time during the Subscription Term, give written notice to CODEplan to extend its Subscription for Subscribed Services to cover an additional Practice owned (in whole or in part) by the Member or any member of its Group, subject to payment of Subscription Fees notified by CODEplan. CODEplan shall use its reasonable endeavours to provide the Subscription Services in relation to the additional Practice as soon as reasonably practicable and in any event within thirty days of receipt of the written notice. Such Practice shall be deemed to be a Subscribed Practice with effect from the date it is provided access to the relevant Subscription Services.

d. If the Member upgrades any Subscription in accordance with this Condition 2, such upgrade will remain in place for the remainder of the Subscription Term.

e. Subscribed Practices may not be removed from a Subscription without the express written consent of CODEplan. CODEplan will permit the removal of a Subscribed Practice from a Member's Subscription where a Member is no longer connected with the Practice and arrangements have been put in place for a new sole trader, partnership or limited company agreed by CODEplan to take over the Subscription in respect of the Practice.

f. The Member may, from time to time during the Subscription Term, give written notice to CODEplan to extend its Subscription for any User Services to add additional users as Relevant Users. Such new users must be employed or self-employed personnel who work at and/or provide services to a Subscribed Practice unless otherwise agreed by CODEplan. CODEplan may request evidence (in a form acceptable to CODEplan (acting reasonably)) that the proposed new users work at and/or provide services to a Subscribed Practice. CODEplan shall use its reasonable endeavours to provide the Subscription Services in relation to the proposed new users as soon as reasonably practicable and in any event within thirty days of receipt of the written notice. A new user shall be deemed to be a Relevant User with effect from the date he or she is provided access to the relevant User Services.

g. The Member may by written notice to CODEplan remove any person as a Relevant User in relation to any User Services, provided that the Member may only remove a Relevant User in relation to iLearn Services if they no longer work at and/or provide services to any Subscribed Practice. Notice to remove a Relevant User in relation to the iLearn Services should be accompanied by evidence (in a form acceptable to CODEplan (acting reasonably)) that such person has ceased to work at and/or provide services to the relevant Subscribed Practice. The relevant person shall be deemed to be removed as a Relevant User with effect from the date falling 10 days after receipt of notice by CODEplan provided that, in the case of the iLearn Services, the person to be removed no longer works at and/or provides services to any Subscribed Practice as at that date. Notwithstanding the removal of any Relevant User, the Member shall remain liable to pay fees calculated by reference to not less than the minimum number of Relevant Users it has agreed to subscribe for in its Agreement.

3. SUBSCRIPTION TERM

a. Subject as follows, the Member's Subscription shall commence on the Commencement Date and, unless terminated in accordance with Condition 15, shall continue for the initial Subscription Period. The Subscription shall automatically renew (and in respect of current Members shall be deemed to have automatically renewed) at the end of the initial and each subsequent Subscription Period for a further period equal to the initial Subscription Period unless either party gives the other at least three months' prior written notice to terminate at the end of the then current Subscription Period. The current Subscription Period relevant to each Member ends on the relevant anniversary of their Commencement Date.

4. CODEPLAN'S DUTIES IN RESPECT OF THE MEMBERSHIP SERVICES

a. CODEplan will use all commercially reasonable endeavours to ensure that the Membership Services that the Member has subscribed for will be performed substantially in accordance with the terms of the Agreement and using reasonable care and skill.

b. CODEplan will use commercially reasonable endeavours to make any Software provided as part of the Membership Services available 24 hours a day, seven days a week, except for: (i) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and unscheduled maintenance performed outside normal business hours (being 8.00 am to 6.00 pm local UK time, each Business Day), provided that CODEplan has used reasonable endeavours to give the Member at least 24 'normal business hours' notice in advance.

c. The Membership Services (including the relevant Software, Documentation and Member Content) are believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England and Wales. While the Membership Services may also be relevant to Practices situated in other UK countries and / or the Channel Islands, CODEplan does not accept any liability for differences between such English laws, regulations and guidance and those of the other UK counties and / or Channel Islands. It remains the ultimate responsibility of the Member to comply with relevant legislation, regulations and guidance. The Membership Services are indicative only and are intended as a guide for the Member to review and take particular professional advice to suit its circumstances.

d. The Software, Documentation and Member Content (including any instructions for use) are written in general terms. CODEplan will use all reasonable endeavours to ensure that they are accurate and up to date, but CODEplan makes no representation or warranty as to their accuracy or their suitability for the Member's individual circumstances or use. If the Member is in doubt as to whether the Software, Documentation or Member Content is suitable for the Member, or is unsure how to use it, the Member is advised to take professional advice.

e. The Services may include agreement examples, forms and other general legal information provided by CODEplan or third parties; however, any general legal information or sample templates provided as part of the Services are for example purposes only, may not be suitable to the Member's circumstances and should not be considered to be a substitute for the advice of a lawyer or other appropriately qualified professional. CODEplan is not responsible for any loss, damage or cost resulting from any decisions that are made in reliance on the Services, including legal, compliance and/or risk management decisions. The Member agrees that it uses the Services at its own risk in these respects.

f. Where the Services (including iTeam and both the iManage services) involve CODEplan setting up or populating agreements, policy or procedure templates, handbooks and / or other documentation on behalf of the Member, such Services are administrative in nature. In providing such Services, CODEplan does not take any responsibility for or give any assurances in respect of the suitability of such documents for the Member's circumstances. The foregoing provisions of this Condition 4 (including as regards taking appropriate professional advice) shall continue to apply.

g. CODEplans obligations under the Agreement shall not apply to the extent of any non-conformance which is caused by the use of the Subscribed Services contrary to CODEplans instructions, or any modification or alteration of the Subscribed Services by any party other than CODEplan or CODEplans duly authorised contractors or agents.

h. If the Subscribed Services do not conform with the obligations set out in Conditions 4.a to 4.e, CODEplan will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Member's sole and exclusive remedy for any breach of such obligations.

i. Notwithstanding the foregoing, CODEplan:

(i) does not warrant that: the Member's use of the Subscribed Services will be uninterrupted or error free; the Services, Documentation, Member Content and/or the information obtained by the Member

- through the Subscribed Services will meet the Member's requirements; or the Software or the Services will be free from Viruses; and
- (ii) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Member acknowledges that the Subscribed Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

j. The Agreement shall not prevent CODEplan from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

k. CODEplan warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

5. CLIENT/MEMBER DUTIES

a. The Client/Member shall:

- (i) provide CODEplan with all necessary co-operation in relation to the Agreement;
- (ii) provide CODEplan, its employees, agents, consultants and subcontractors, with access to the Client's premises and other facilities as reasonably required by CODEplan;
- (iii) provide CODEplan with such information and materials as CODEplan may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (iv) comply with all applicable laws and regulations with respect to its activities under the Agreement;
- (v) carry out all its other responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Client/Member's provision of such assistance as agreed by the parties, CODEplan may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (vi) obtain and shall maintain all necessary licences, consents, and permissions necessary for CODEplan, its contractors and agents to perform their obligations under the Agreement, including without limitation the Services;
- (vii) comply with the Website Terms (provided that the Agreement and these Conditions shall prevail in the event of any inconsistency);
- (viii) ensure that its network and systems are sufficient for use of the Services;
- (ix) be, to the extent permitted by law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to CODEplans data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Member's network connections or telecommunications links or caused by the internet;
- (x) in the case of a Member, upload a practice logo to the relevant Software in respect of each Subscribed Practice that clearly indicates the location and identity of the Subscribed Practice (to such degree of specificity as may be required by CODEplan acting reasonably). CODEplan can adapt the logo for a Member if required. This location specific logo will only appear in the Software and templates produced by it.

b. The Member shall:

- (i) ensure that its Team Members (including Relevant Users) use the Subscribed Services in accordance with the terms and conditions of the Agreement and shall be responsible for any Team Member's breach thereof;
- (ii) ensure that no Team Member shall allow or suffer the Practice Services to be used by anyone other than another Team Member who is entitled to use the same;
- (iii) ensure that each Team Member shall keep any password for the use of the Practice Services and Documentation secure and not share it with anyone other than another Team Member who is entitled to use the Practice Services;
- (iv) ensure that no Relevant User shall allow or suffer his access to the relevant User Services to be used by any other person;
- (v) ensure that each Relevant User shall keep a secure password for his use of the relevant User Services and Documentation and that each Relevant User shall keep his password confidential;
- (vi) permit CODEplan or CODEplans designated auditor to audit the Services in order to establish the name and password of each Relevant User and the Member's data processing facilities to audit compliance with the Agreement. Each such audit may be conducted no more than once per quarter, at CODEplans expense, and this right shall be exercised with reasonable prior notice, in such manner as not to substantially interfere with the Member's normal conduct of business;
- (vii) if any of the audits referred to in Condition 5.b(vi) reveal that any password has been provided to any individual who is not a Relevant User, then without prejudice to CODEplans other rights, the Member shall on request by CODEplan promptly disable such passwords and CODEplan shall not issue any new passwords to any such individual;
- (viii) if any of the audits referred to in Condition 5.b(vi) reveal that the Member has underpaid Subscription Fees to CODEplan then, without prejudice to CODEplans other rights, the Member shall pay to CODEplan an amount equal to such underpayment within 5 Business Days of the date of the relevant audit.

c. The Member shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Membership Services that:

- (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (ii) facilitates illegal activity;
- (iii) depicts sexually explicit images;
- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) in a manner that is otherwise illegal or causes damage or injury to any person or property, and CODEplan reserves the right, without liability or prejudice to its other rights to the Member, to disable the Member's access to any material that breaches the provisions of this Condition.

d. The Member shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (iii) access all or any part of the Membership Services and Documentation in order to build a product or service which competes with the Membership Services and/or the Documentation; or
- (iv) use the Membership Services and/or Documentation to provide services to third parties; or
- (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Membership Services and/or Documentation available to any third party except its Team Members, or
- (vi) attempt to obtain, or assist third parties in obtaining, access to the Membership Services and/or Documentation, other than as provided under this Condition; or
- (vii) introduce or permit the introduction of, any Virus into CODEplans network and information systems.

e. The Member agrees to adopt and abide by the Members' Charter, which is as follows:

- (i) member practices are committed to providing a high standard of dental treatment in a safe and caring environment;
- (ii) member practices are committed to following the latest regulations, legislation and guidelines including those for infection prevention and control;
- (iii) member practices have policies and procedures that their team follow to ensure that high standards of care can be maintained;

- (iv) member practices are equal opportunity employers and are committed to encouraging equality, diversity and personal growth in the dental team; and
- (v) member practices are committed to contributing to the knowledge, skills and positive public perception of the dental profession.

6. MEMBER DATA

a. The Member shall own all right, title and interest in and to all of the Member Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Member Data.

b. If CODEplan processes any personal data on the Member's behalf when performing its obligations under the Agreement, the parties record their intention that the Member shall be the data controller and CODEplan shall be a data processor and in any such case:

- (i) the Member acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Member and its Team members are located in order to carry out the Membership Services and CODEplans other obligations under the Agreement;
- (ii) the Member acknowledges that personal data may be shared with companies or persons who provide products or services to Members through the CODEplan Buying Group;
- (iii) the Member shall ensure that the Member is entitled to transfer the relevant personal data to CODEplan so that CODEplan may lawfully use, process and transfer the personal data in accordance with the Agreement on the Member's behalf;
- (iv) the Member shall ensure that the relevant third parties including its Team Members have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (v) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

c. If a Member chooses to upload files to any Software (including the iComply Application) these and saved edited templates will be stored using Amazon Web Services. Amazon S3 redundantly stores data in multiple facilities and on multiple devices within each facility. CODEplan is not responsible for any data that the Member uploads or is stored in any Software (including iComply) and the Member is advised to always keep backup copies of uploaded files. The Amazon data is stored in Europe in the Republic of Ireland.

7. CPD DATA SHARING AGREEMENT

a. Parties to the agreement

CODEplan will share specific personal information of individual relevant users with those individuals who hold administrator privileges on individual relevant user accounts (Group Account Holders).

This Agreement sets out the terms and conditions that shall apply to the sharing of Personal Data between the Parties.

Each Party shall ensure, within its own organisation, that there is no disclosure of personal data to any person (including the Party's own team members who are not authorised relevant users and including other Parties as well as third parties) where such disclosure would be in breach of any duty of confidence.

b. Purposes and lawful basis of the data sharing

CODEplan will share data with administrators for the legitimate business interest to provide products and services that meet the needs of customers by enabling the individual relevant user to automatically provide evidence to the Group Account Holder that they have undertaken the training to maintain professional registration(s) and/or training requirements in their employment. The processing is specified within the company's Privacy Notice and all individual relevant users will be provided with additional notification by CODEplan prior to their data being shared with the Group Account Holder.

c. The data items being shared

The data shared between the parties comprises of the continuing Professional Development (CPD) data of an individual relevant user for iLearn services. This includes:

- CPD cycle start and end dates (provided by the user)
- Individual user's attendance on and results of online training courses (automated). Including courses undertaken prior to linking of account
- Certificates uploaded by the user to the iLearn platform
- Personal Development Plan (Generated insight compiled by Isopharm Ltd into the training needs of the individual user).
- This data is combined with:
 - Name, title, telephone numbers, email addresses, job title(s), of individual user
 - GDC Number
 - Post code of 'your practice'.

d. Removal of data from Agilio software group platforms

This data sharing agreement covers data shared within the confines of the iLearn platform. Any data which is downloaded or otherwise removed from iLearn by the group account holder is outside the control of Agilio and therefore outside the terms of this agreement. Each Party shall comply with its obligations as a Controller under Data Protection Legislation in relation to Processing by it or on its behalf of the shared personal data, and each Party's obligations under this Agreement are in addition to, and do not relieve, remove or replace, its obligations under the Data Protection Legislation.

e. Cessation of data sharing

On the termination of a group iLearn account, Agilio reserve the right to cease to disclose shared personal data of individual relevant user under this Agreement. Agilio may continue to share individual's personal data with a Group Account Holder following the removal, de-linking or termination of a user's account, however, this will be at the full discretion of Agilio. Irrespective of any term in this agreement, Agilio reserve the right to cease or suspend sharing personal data at any time.

f. Data Subject Rights

Each Party shall comply with the exercise by Data Subjects of their rights under Data Protection Legislation in accordance with this Agreement. Each Party shall be responsible and liable for its own acts and there shall be no joint and several liability between the Parties.

8. THIRD PARTY PROVIDERS

a. The Member acknowledges that the Membership Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites. The Member acknowledges that it does so solely at its own risk. CODEplan makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Member, with any such third party.

b. Any contract entered into and any transaction completed via any third-party website is between the Member and the relevant third party, and not CODEplan. CODEplan recommends that the Member refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. CODEplan does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Membership Services.

c. Isopharm Limited shall not be deemed to be a third-party provider for the purposes of the Agreement, including this Condition 8.

9. CONSULTANCY SERVICES

a. If a Client wishes to subscribe for Consultancy Services, including but not limited to the services set out on the Website[s] at <https://agiliosoftware.com/policies/dental-policies/packages> they should contact CODEplan.

b. CODEplan will provide a written quotation for the Consultancy Services which, if accepted by the Client, will constitute an offer by the Client to purchase Consultancy Services in accordance with these Conditions. The offer shall only be deemed to be accepted when CODEplan issues written acceptance of the offer at which point the contract for the Consultancy Services shall come into existence.

c. CODEplan shall supply the agreed Consultancy Services using reasonable care and skill and shall devote such of its personnel's time, attention and abilities to the Consultancy Services as is agreed with the Client. CODEplan shall use its reasonable endeavours to meet any performance dates discussed, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Consultancy Services.

d. Where it is necessary for CODEplan to cancel a booked visit, it shall endeavour to give the Client as much notice as possible of such cancellation. Such booked visit shall be rescheduled to a time agreed between the Client and CODEplan (acting reasonably).

e. A Client may cancel a booked visit included in any Consultancy Services once only by giving CODEplan a minimum of 48 hours' notice of cancellation. Such booked visit shall be rescheduled to a time agreed between the Client and CODEplan acting reasonably. Such rescheduled visit shall not be capable of cancellation by the Client without CODEplan's consent.

f. At CODEplan's discretion, the Client shall be liable for the agreed cost of a booked visit if it: (i) cancels or purports to cancel a rescheduled visit (in circumstances where the previous visit was cancelled by the Client) without CODEplan's consent; (ii) gives less than 48 hours' notice of cancellation of a booked visit or (iii) otherwise fails to attend or participate in any booked visit.

g. Cancellation of a booked visit, whether by CODEplan or by the Client, shall not terminate the relevant Consultancy Services in any circumstances.

h. The Consultancy Services provided are believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England and Wales. While the Consultancy Services may also be relevant to Practices situated in other UK countries and / or the Channel Islands, CODEplan does not accept any liability for differences between such English laws, regulations and guidance and those of the other UK countries and / or Channel Islands. It remains the ultimate responsibility of the Client to ensure compliance with relevant legislation, regulations and guidance. The Consultancy Services are indicative only and are intended as a guide for the Client to review and take particular professional advice to suit its circumstances.

10. CODEPLAN BUYING GROUP

a. The CODEplan Buying Group (as defined in Appendix 3) negotiates with CODEplan Buying Group partners for the benefit of practices that buy services and/or products through it. Only CODEplan Buying Group partners may display the 'Chosen by CODE' logo.

b. By subscribing for Membership Services, the Member will be entitled to order products through the CODE Buying Group and in some cases be entitled to the preferential rates offered to Members.

c. The Member can confirm in the Subscription Agreement that the CODE Buying Group may pass the Member's contact details to CODE Buying Group partners for the purposes of offering preferred services and/or products.

d. The Member can opt out of participation in the CODE Buying Group by giving notice to CODEplan by email to info@agiliosoftware.com in which case no data will be shared with CODE Buying Group partners.

e. The terms of business applicable to the acquisition of services and/or products through the CODE Buying Group are set out in Appendix 3.

11. SUBSCRIPTION FEES, CONSULTANCY FEES AND PAYMENT

Subscription Fees

a. Subscription Fees will be due in respect of each Practice forming part of the Member's Subscription. The initial Subscription Fees for the Member, which will depend on the Membership Services subscribed for, are as set out in the Member's Subscription Agreement (failing which shall be at CODEplan's then prevailing rates) and subject as follows shall be valid for at least the initial Subscription Period or, if longer, such period as is set out in the Subscription Agreement. Thereafter, subject as follows, the Subscription Fees will be subject to review from time to time, provided that no increase shall take effect until the Member's next Subscription Period and the Member shall be given not less than 4 months' prior written notice of the increase prior to the commencement of that Subscription Period. Subscription Fees may be amended at any time to reflect any increases in the Consumer Prices Index and in exceptional circumstances.

b. The Subscription Fees shall be subject to adjustment if the Member wishes to add new Membership Services or to extend such Membership Services to cover additional Subscribed Practices, Team Members or Relevant Users.

c. Subscription Fees for Practice Services are charged on a per Practice basis. For some Practice Services, they may be charged on the basis of straight fee per Subscribed Practice. For other Practice Services, they may be calculated by reference to the number of Team Members or, in the case of Practice Services which are connected with User Services (such as iLearn practice reporting), Relevant Users working at the Subscribed Practice. Where a Team Member / Relevant User works at more than one Subscribed Practice, they shall be included in the calculation for the Subscribed Practice for which they work the most.

d. Subscription Fees for User Services (such as those relating to iLearn Services) may be charged on a per Relevant User basis or on a per Subscribed Practice basis by reference to the number of Relevant Users working at the relevant Subscribed Practice.

e. The Subscription Agreement will set out how the fees for each Subscribed Service will be calculated, including the number of Team Members / Relevant Users covered by each payment tier and the payment due in respect of each payment tier. Fees will be adjusted if the number of Team Members / Relevant Users changes and consequently the Subscribed Practice moves to a different payment tier.

f. The first payment of Subscription Fees shall be due on the Commencement Date and shall be calculated based on a pro rata daily rate in respect of the period from and including the Commencement Date to and including the 14th day of the calendar month following the month in which the Commencement Date takes place. The fees in respect of such period shall be calculated based on the number of Subscribed Practices and the number of Team Members and/or Relevant Users (as relevant) at each Subscribed Practice on the Commencement Date (as set out in the Subscription Agreement). Subsequent monthly payments shall be due on around the 15th day of each calendar month in respect of the period from the 15th day of such calendar month to the 14th day of the subsequent calendar month. The fees in respect of such monthly periods shall be calculated based on the number of Subscribed Practices and the number of Team Members and/or Relevant Users (as relevant) at each Subscribed Practice on the first day of the calendar month in which payment is due to be taken. A pro rata daily rate shall be used to determine fees for the final period (of less than a month) to the end of the Subscription Term.

g. The Member agrees to make payment of the Subscription Fees by way of Direct Debit. By entering into the Agreement, the Member authorises CODEplan to collect monthly Direct Debit payments from such Member's bank on the Commencement Date and on or around the 15th day of each calendar month.

Consultancy fees

h. The Consultancy Services shall be charged on a time and materials basis at a rate agreed between CODEplan and the relevant Client. CODEplan shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom CODEplan engages in connection with the Consultancy Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by CODEplan for the performance of the Consultancy Services, and for the cost of any materials.

i. Unless otherwise agreed between the parties, CODEplan shall invoice and the Client shall pay for Consultancy Services before the consultancy starts.

General

j. Unless otherwise provided in these Conditions, the Client shall pay each invoice for Services submitted by CODEplan within 14 days of the date of the invoice, and time for payment shall be of the essence.

k. All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Agreement by CODEplan to the Client, the Client shall, on receipt of a valid VAT invoice from CODEplan, pay to CODEplan such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

l. If a Client fails to make any payment due to CODEplan under the Agreement by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above The Royal Bank of Scotland Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

m. If the Client fails to pay for any Services by the due date for payment (including where CODEplan is unable to collect a direct debit payment due to an inaccuracy in the direct debit information or an insufficiency of funds in the relevant bank account or because of cancellation of the direct debit mandate), CODEplan shall be entitled to suspend provision of the Client's access to the Services until such time as payment is made in full.

n. In addition to CODEplan's right to suspend provision of the Services, if a Member fails to pay its Subscription Fees (or any part thereof) for two consecutive months, CODEplan shall be entitled to notify the Member in writing of the non-payment and give a further period of seven (7) days to make payment. If the Member fails to make the required payment in full within the seven (7) day period, CODEplan shall be entitled to invoice the Client for the Subscription Fees due for the remainder of the then current Subscription Period, in which case such fees shall be due immediately.

o. The Client shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). CODEplan may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by CODEplan to the Client.

12. AUDIT

a. The monthly Subscription Fees shall be charged based on the number of Subscribed Practices, Team Members and Relevant Users known to CODEplan at the time of invoicing.

b. The Member shall allow CODEplan and any auditors or other advisers to CODEplan to access any of the Member's premises, personnel and relevant records as may be reasonably required in order to undertake verifications of the accuracy of the Subscription Fees or identify suspected fraud.

c. CODEplan shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Member or delay the provision of the Services by CODEplan and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.

d. Subject to CODEplan's obligations of confidentiality, the Member shall provide CODEplan (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

e. CODEplan shall provide at least 10 Working Days' notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.

f. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Condition 12, unless the audit identifies a material default by the Member in its obligations under the Agreement, in which case the Member shall reimburse CODEplan for all its reasonable costs incurred in the course of the audit.

g. If an audit identifies that the Member has underpaid any Fees, the Member shall pay to CODEplan the amount of the under-payment within 5 Business Days from the date of receipt of an invoice for such amount.

13. PROPRIETARY RIGHTS

a. The Client acknowledges and agrees that CODEplan and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Client any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

b. CODEplan confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

c. If reproducing any part of member content for use in any format outside of the Member Subscribed Practices the Member shall not remove or deface any copyright notice from the Member Content and, when using extracts of the Member Content, shall acknowledge CODEplan's ownership in the following form: "© CODEplan reproduced under licence."

14. CONFIDENTIALITY

a. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:

- (i) is or becomes publicly known other than through any act or omission of the receiving party;
- (ii) was in the other party's lawful possession before the disclosure;
- (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (iv) is independently developed by the receiving party, which independent development can be shown by written evidence; or
- (v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

b. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential

Information for any purpose other than the implementation of the Agreement.

c. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, contractors or agents in violation of the terms of the Agreement.

d. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

e. The Client acknowledges that details of the Services (including the Documentation and Member Content), and the results of any performance tests of the Services, constitute CODEplans Confidential Information.

f. CODEplan acknowledges that the Member Data is the Confidential Information of the Member.

g. The Agreement and its terms must be kept confidential by the Member.

h. This Condition 14 shall survive termination of the Agreement, however arising.

15. LIMITATION OF LIABILITY

a. This Condition 15 sets out the entire financial liability of CODEplan (including any liability for the acts or omissions of its officers, employees, agents and subcontractors) to the Client:

- (i) arising under or in connection with the Agreement;
- (ii) in respect of any use made by the Client of the Services and Documentation or any part of them; and
- (iii) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

Further limitations of liability in respect of the CODE Buying Group are included in Appendix 3.

b. Except as expressly and specifically provided in the Agreement:

- (i) the Client assumes sole responsibility for results obtained from the use of the Services by the Member, and for conclusions drawn from such use. CODEplan shall have no liability for any damage caused by errors or omissions in any information, instructions, documents or scripts provided to CODEplan by the Client in connection with the Services, or any actions taken by CODEplan at the Client's direction;
- (ii) Practice audits such as the Quality Practice Scheme inspection, iManage Practice Remote Assessments, iManage Practice Monthly Focus Review, iManage Group Monthly Random Compliance Spot Checks, Digital Healthcheck, Total Compliance Set up or Compliance Health Check (as defined at <https://agiliosoftware.com/policies/dental-policies/packages>) are verified at the time of the visit and may be verified in the future, but there can be no guarantee that the Practice is fully compliant at any time as only a representative sample of information and evidence will be requested for each assessment. Procedures, policies, training and legislation change on a daily basis which means that it is the responsibility of the Client to maintain compliance and team training.
- (iii) in providing services, information or advice in relation to Practice audits, neither CODEplan nor any of its officers, employees, agents or subcontractors warrants the accuracy or completeness of any information, review, audit, monitoring or advice supplied;
- (iv) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- (v) Subscribed Services are provided on an "as is" basis.

c. Nothing in the Agreement excludes the liability of CODEplan:

- (i) for death or personal injury caused by CODEplans negligence; or
- (ii) for fraud or fraudulent misrepresentation.

d. Subject to Condition 15.c:

- (i) CODEplan shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and
- (ii) CODEplan's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited: in respect of the Subscribed Services, to the total Subscription Fees, paid to CODEplan for the Subscription during the 12 months immediately preceding the date on which the claim arose; in respect of the Consultancy Services or any other non-Membership Services, to the fees for the relevant Services; or in respect of the CODEplan Buying Group, the cost of any products or services concerned.

e. CODEplan is not responsible or liable for the clinical care of patients. The Client agrees to indemnify CODEplan against all liability, loss, damage, costs and expenses (including legal costs and expenses) awarded against, or incurred or paid by CODEplan as a result of, or in connection with: (i) any negligence, breach of contract or breach of any statutory duty in the conduct of the Client's practice by the Client or by any person for whom the Client is responsible; and (ii) any breach of these Conditions by the Client or any misuse by the Client of any award granted to it. The Client must at all times maintain in force, with a reputable insurance company, appropriate professional indemnity insurance to cover the liabilities that may arise out of the clinical care of its patients.

16. TERMINATION

a. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement (including the Subscription) without liability to the other if:

- (i) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or
- (ii) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (iii) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (iv) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (v) the other party ceases, or threatens to cease, to trade.

b. Without prejudice to any other rights or remedies to which CODEplan may be entitled, CODEplan may terminate the Agreement (including the Subscription), or the part of the Agreement relating to the Services for which the Client has failed to pay without liability to the Member if:

- (i) the Member fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
- (ii) the Member commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

c. On termination of the Agreement for any reason:

- (i) all rights and licences granted under the Agreement shall immediately terminate;
- (ii) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (iii) CODEplan may destroy or otherwise dispose of any of the Member Data in its possession unless CODEplan receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to the Member of the then most recent back-up of the Member Data. In such circumstances CODEplan shall use reasonable commercial endeavours to deliver the back-up to the Member within 30 days of its receipt of such a written request, provided that the Member has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Member shall pay all reasonable expenses incurred by CODEplan in returning or disposing of Member Data;
- (iv) the accrued rights of the parties as at termination, and the continuation after termination of Conditions 12 to 15 (inclusive), 17 to 26 (inclusive), Appendices 1 to 5 (inclusive) and any other provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced; and
- (v) all fees and charges accrued (but unpaid) pursuant to the Agreement shall forthwith become due and payable.

17. FORCE MAJEURE

a. CODEplan shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CODEplan or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of CODEplan's or sub-contractors, provided that the Client is notified of such an event and its expected duration.

18. BASIS OF CONTRACT

a. The Agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of CODEplan which is not set out in the Agreement.

b. Any samples, drawings, descriptive matter or advertising issued by CODEplan, and any descriptions or illustrations contained in CODEplan's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

c. These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

d. Any quotation given by CODEplan shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

19. WAIVER

a. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

b. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

c. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

20. VARIATION

a. These Conditions are subject to variation from time to time. Variations will be notified on the Website at www.agiliosoftware.com and by email. The latest version will be available on the Website at www.agiliosoftware.com

21. SEVERANCE

a. If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

b. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

22. ASSIGNMENT

a. The Client shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of CODEplan, such consent not to be unreasonably withheld or delayed in circumstances where the Member is disposing of all of its Subscribed Practices and wishes to transfer the Agreement to the new owner.

b. CODEplan may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

23. NO PARTNERSHIP OR AGENCY

a. Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. THIRD PARTY RIGHTS

a. Unless otherwise provided in this Agreement, the Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. NOTICES

a. Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purpose, or sent by e-mail to such e-mail address as the other party has notified for such purpose.

b. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at the time it was sent provided it was sent to the correct e-mail address.

26. GOVERNING LAW AND JURISDICTION

a. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with,

the law of England.

b. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1: INTERPRETATION AND CONSTRUCTION

In these Conditions, the following definitions apply:

- 1.1 "CODEplan" means Codeplan Limited, a company registered in England and Wales, with company number 03927086 and whose registered office is at Elm Tree House, Bodmin Street, Holsworthy, Devon EX22 6BB.
- 1.2 "Agilio Software Group" means Agilio Software Group who trade as Agilio Software, CODE and Isopharm. Agilio Software is the registered trademark of Agilio Software BidCo Limited, registered at Elm Tree House, Bodmin Street, Holsworthy, Devon, EX22 6BB, Company number 12242288 and VAT number 344765282. The group incorporates Isopharm Limited, registered at 79 Leigh Street, Sheffield, S9 2PR, Company number 03843619 and VAT number 737943788
- 1.3 "CODEplan Consultant" means an individual who provides training, consultancy or support to dental practices on behalf of CODEplan.
- 1.4 "Agreement" means the Subscription Agreement(s) and/or agreement(s) for non-Membership Services, these Conditions (including, if relevant, the Quality Practice Scheme Terms, iManage terms and the terms of business of the CODE Buying Group) and any documents referred to in them
- 1.5 "Authorised by CODE" is awarded to CODE Buying Group partners who have met the Partner Standards set by CODEplan.
- 1.6 "Business Day" a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.7 "Chosen by CODE" is awarded to CODE Buying Group partners who have met the Partner Standards set by CODEplan.
- 1.8 "Client" means the purchaser of Services and includes both Members and non-Members.
- 1.9 "Commencement Date" the date of commencement of the Member's Subscription as specified in the Subscription Agreement (unless otherwise agreed between CODEplan and the Member) or, if no date is specified in the Subscription Agreement, on such date as CODEplan shall determine and notify to the Member.
- 1.10 "Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the relevant party for the time being confidential to relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its business contacts. CODEplan's confidential information shall include information relating to Isopharm Limited.
- 1.11 "connected with" a person shall be deemed to be connected with a Practice in circumstances including but not limited to them being a shareholder, partner, employee or contractor of the entity which owns (directly or indirectly) such Practice.
- 1.12 "Consultancy Services" means the provision to the Client by a CODEplan Consultant of additional advice on practice management, compliance, business management and other subjects. Consultancy Services include but are not limited to those set out on the Website[s] at www.agiliosoftware.com
- 1.13 "iLearn Services" means any services provided by CODEplan in connection with the provision of CPD training.
- 1.14 "Documentation" means the documentation made available to the Client by CODEplan pursuant to the provision of the Services, including documentation made available online via the Website[s].
- 1.15 "Group" means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a "member of the Group".
- 1.16 "iComply" iComply is the online application to delegate, manage and monitor compliance and "iComply Application" shall be interpreted accordingly.
- 1.17 "iComply Membership Package" means the package of Membership Services with the same name details of which are set out on the Website[s] at <https://agiliosoftware.com/policies/dental-policies/packages/>.
- 1.18 "iManage Practice" means the Membership Package of Services with the same name details of which are set out on the Website[s] at <https://agiliosoftware.com/policies/dental-policies/packages/>.
- 1.19 "iManage Practice Service" means any services provided by CODEplan in connection with the provision of iManage.
- 1.20 "iManage Practice Terms" means the further terms and conditions applicable to iManage as set out in Appendix 4.
- 1.21 "iManage Group" means the Membership Package of Services with the same name details of which are set out on the Website[s] at [www.agiliosoftware.com](https://agiliosoftware.com).
- 1.22 "iManage Group Service" means any services provided by CODEplan in connection with the provision of iManage Group.
- 1.23 "iManage Group Terms" means the further terms and conditions applicable to iManage Group as set out in Appendix 5.
- 1.24 "iService" iService is the online application to record assets, report faults and schedule servicing and "iService Application" shall be interpreted accordingly.
- 1.25 "iService Service" means any services provided by CODEplan in connection with the provision of iService.
- 1.26 "iService Membership Package" means the package of Membership Services with the same name details of which are set out on the Website at <https://agiliosoftware.com/policies/dental-policies/packages/>.
- 1.27 "Member" shall mean a sole trader, partnership or limited company who has entered into a Subscription Agreement and whose Subscription has not been terminated.
- 1.28 "Member Content" means information, know-how, procedures, schedules, diaries, document templates, courses, software, videos, audio, downloads and other materials and services made available to Members according to their level of Subscription, including via the Website[s].
- 1.29 "Member Data" the data inputted by the Member, Team Members, or CODEplan on the Member's behalf for the purpose of using the Subscribed Services or facilitating the Member's use of the Subscribed Services.
- 1.30 "Membership Packages" means the packages of Membership Services, details of which are set out in the Subscription Agreement and on the Website[s] at www.agiliosoftware.com
- 1.31 "Membership Services" means the membership services provided by CODEplan to its Members, details of which are set out in the Subscription Agreement, and on the Website[s] at www.agiliosoftware.com together with any additional membership type services agreed between CODEplan and its Members from time to time.
- 1.32 "Practice" means a dental practice operating from a single premises.
- 1.33 "Practice Services" means Subscribed Services which are provided on a per Subscribed Practice basis and which may be used by any Team Members for the benefit of the relevant Subscribed Practice.
- 1.34 "Quality Practice Scheme Membership" (QPS) means certification by CODEplan that a Practice maintains an evidence based and team-led quality assurance programme that addresses any gaps in meeting national and local quality standards for dental care, creates a culture of sustainable continuous improvement and by doing so meets the CODEplan TQM Standards.
- 1.35 "QPS Standards" has the meaning given in the QPS Terms.
- 1.36 "QPS Terms" means the further terms and conditions applicable to the grant by CODE of the Quality Practice Scheme Membership to Members as set out in Appendix 2.
- 1.37 "Relevant Users" means the users (being employed or self-employed personnel who work at and/or provide services to a Subscribed Practice) named in the Subscription Agreement as being entitled to

use the relevant User Services (or as otherwise expressly agreed between CODEplan and the Member) as varied in accordance with Conditions 1 and 2 and "Relevant User" shall have a corresponding meaning.

- 1.38 "Services" means the Membership Services, the Consultancy Services and/or any other services agreed to be provided by CODEplan to a Client from time to time (as appropriate).
- 1.39 "Software" means the online software applications provided by CODEplan as part of the Membership Services, including the iComply Application.
- 1.40 "Subscribed Practice(s)" means the Practice(s) covered by the Member's Subscription (being the Practices set out in the Subscription Agreement as varied in accordance with Conditions 1 and 2) and "Subscribed Practice" shall have a corresponding meaning.
- 1.41 "Subscribed Services" means the Membership Services (including associated Documentation, Member Content and login details) subscribed for by the Member pursuant to the Subscription Agreement, as amended from time to time pursuant to Condition 2.
- 1.42 "Subscription" means the subscription by the Member for the Subscribed Services.
- 1.43 "Subscription Agreement" means the agreement, incorporating these Conditions, between CODEplan and the Member for the provision of the Subscribed Services.
- 1.44 "Subscription Fees" means the monthly or annual subscription fees for the Member's Subscription.
- 1.45 "Subscription Period" means the initial minimum period set out in each Member's Subscription Agreement (failing which 36 months), or such other period as may be agreed between CODEplan and the Member from time to time, and each renewal of such period pursuant to Condition 3.
- 1.46 "Subscription Term" means the period from the Commencement Date to the Termination Date.
- 1.47 "Team Members" means employed or self-employed individuals (irrespective of job description) who work at a Subscribed Practice (or any other person provided they use the Subscribed Services solely for the benefit of the relevant Subscribed Practice) and "Team Member" shall have a corresponding meaning.
- 1.48 "Termination Date" means the date of termination of the Member's Subscription in accordance with Condition 3 or 15.
- 1.49 "User Services" means Subscribed Services which are provided solely for the use by Relevant Users at a Subscribed Practice (unless CODEplan expressly agrees to the use by a non-Relevant User for administrative purposes) and are only to be used for the benefit of Relevant Users at the Subscribed Practice.
- 1.50 "Virus" anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.51 "Website[s]" means www.agiliosoftware.com, www.training.isopharm.co.uk and such other websites as are notified to the Member from time to time.
- 1.52 "Website Terms" means the terms and conditions of use of the Website[s] (including the privacy policy and cookie policy) as set out on the Website[s] and as amended from time to time.

2 In these Conditions, the following rules apply:

- 2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 2.5 a reference to writing or written includes faxes and e-mails.

Appendix 2: QUALITY PRACTICE SCHEME (QPS) TERMS

This document sets out the additional terms and conditions applicable to the QPS Membership Package, including the requirements of QPS Membership Package. These QPS Terms supplement the Subscription Agreement under which the Member has subscribed for the QPS Membership Package and the current CODEplan Conditions (of which these QPS Terms form Appendix 2), which shall also apply. The Quality Practice Scheme is for the whole Practice Team, all of whom are expected to participate. It is an indication of the Team's commitment to providing quality dental care and continuous improvement.

1. Definitions

Words and expressions defined in Appendix 1 of the CODEplan Conditions shall bear the same meanings in these QPS Terms unless the context otherwise requires. In addition, the following definitions apply:

- "Award Plaque" means an exclusive Quality Practice Membership Award Plaque for display by Subscribed Practices that successfully meet the CODEplan Total Quality Management Standards
- "Compliance Monitoring" means the production of quarterly reports in respect of the Subscribed Practice's compliance with the CODEplan TQM Standards, including feedback from CODEplan. These include information about the Subscribed Practice's compliance activities, if any are overdue and how well they have been documented in the application by the user. A random check will be made that documents have been adopted before activities that they are related to have been closed, but the degree and effectiveness of modification of each document will not be checked until the annual inspection.
- Quarterly monitoring is not provided in the same quarter as the annual inspection.
- "Practice Team" means the people working at the Subscribed Practice, including dentists, hygienists, therapists, dental nurses and receptionists
- "QPS Administrator" means the CODEplan Lead Consultant responsible for the relevant Member
- "QPS Inspection" means a practice visit to audit the Subscribed Practice's compliance against the CODEplan TQM Standards and provide a report of compliance leading to Membership of the Quality Practice Scheme or an action plan to reach compliance with the TQM Standards
- "CODEplan TQM Standards" means the CODEplan Total Quality Management Standards that a member must meet and maintain to be a member of the QPS. These standards are available for download from the Website[s] at www.agiliosoftware.com.

2. CODEplan duties

- a. CODEplan will carry out an annual QPS inspection when the practice has demonstrated, through timely completion of iComply activities, that its compliance requirements are being met.
- b. When a practice is due for inspection, CODEplan will make 3 attempts to contact any practice not meeting their compliance requirements before restarting quarterly monitoring
- c. CODEplan undertakes to apply the CODEplan TQM Standards consistently and to provide suitably trained consultants to perform the Services set out in Conditions 2a and 2b.
- d. Subject to CODEplan being satisfied (on an ongoing basis) that the Subscribed Practice is competent and meets all the requirements of the CODEplan TQM Standards, CODEplan will award the Subscribed Practice with QPS Membership an Award Plaque for display and a Quality Practice Scheme logo for use on the Subscribed Practice's stationary and website. It will also include the Subscribed Practice on the Quality Practice Scheme website when it is launched.
- e. Where it is necessary for CODEplan to cancel a booked visit, it shall endeavour to give the Member as much notice as possible of such cancellation. Such booked visit shall be rescheduled to a time agreed between the Member and CODEplan acting reasonably. Cancellation of a booked visit, whether by CODEplan or by the Member (as set out in "Members Duties" below), shall not terminate the relevant services in any circumstances.

3. Member Duties

- a. The Member shall:
- supply CODEplan with all information, facilities, access and co-operation to enable CODEplan and its consultants to provide the relevant Services;
 - comply with the terms of the Agreement at all times;

- (iii) use its best endeavours to meet the CODEplan TQM Standards for the duration of the Member's Subscription Term;
- (iv) aim to demonstrate that compliance requirements have been met by the timely completion of iComply activities within each 12 month cycle;
- (v) respond to QPS related correspondence, such as emails and calls, from the CODEplan team;
- (vi) use the Quality Practice Scheme logo and name proportionately in a manner that does not mislead patients about its scope, and take appropriate steps to correct any misunderstanding or incorrect statement made by the Member, the Subscribed Practice or by a patient;
- (vii) inform the QPS Administrator in writing as soon as practicable (at least 30 days before the event if possible) of any planned changes which may impact upon the Subscribed Practice's ability to comply with the terms of the Agreement and / or the CODEplan TQM Standards, including but not limited to a change of control of the Member or a change in ownership or location of the Subscribed Practice;
- (viii) notify the QPS Administrator in writing as soon as practicable (by no later than 30 days after the relevant event) of the details of all enforcement actions taken by regulatory authorities against the Subscribed Practice and / or its Practice Team which are relevant to the grant of the Quality Practice Scheme Membership, including: any GDC investigations, sanctions, erasures or suspensions from the GDC register; and any police investigation or criminal sanction (excluding minor driving offences);
- (ix) record, investigate and take appropriate corrective actions of incidents related to the scope of the QPS that are reported by clients or other parties, such as enforcing authorities (GDC, CQC, HSE, etc.);
- (x) assist CODEplan in the investigation and resolution of any properly authenticated complaints made by third parties about the Member's activities related to the Quality Practice Scheme;
- (xi) return the Award Plaque and withdraw all materials referring to the Quality Practice Scheme upon termination of the Subscription pursuant to the CODEplan Conditions (or withdrawal of the Quality Practice Scheme Membership pursuant to Condition 4 below) and cease to use the QPS logo or name;
- (xii) pay subscription fees in accordance with the relevant Subscription Agreement and any other agreed charges due; and
- (xiii) give CODEplan a minimum of 48 hours' notice of cancellation of any booked visit. The Member may cancel a booked visit once only. Such booked visit shall be rescheduled to a time agreed between the Member and CODEplan acting reasonably. Such rescheduled visit shall not be capable of cancellation by the Member without CODEplan's consent. At CODEplan's discretion, the Member shall be liable for the agreed cost of a booked visit if it: (i) cancels or purports to cancel a rescheduled visit (in circumstances where the previous visit was cancelled by the Member) without CODEplan's consent; (ii) gives less than 48 hours' notice of cancellation of a booked visit or (iii) otherwise fails to attend or participate in any booked visit.

4. Award of Quality Practice Scheme Membership

- a. If, at any time, CODEplan considers that the Subscribed Practice is not in compliance with the CODEplan TQM Standards, and the Member fails to carry out such actions as are notified to it by CODEplan as being required to maintain compliance within the timescales notified by CODEplan, CODEplan may withdraw the Quality Practice Scheme Membership from the Subscribed Practice (either permanently or on a temporary basis) by giving written notice to the Member.
- b. Where CODEplan withdraws the Quality Practice Scheme Membership pursuant to Condition 4.a above, it may give the Subscribed Practice the option of a re-assessment at the then current cost of a one-day health check. Alternatively, it may withdraw the Quality Practice Scheme Membership, in which case Condition 3.xi shall apply.
- c. The relevant Member may appeal a decision made by CODEplan to withdraw the Quality Practice Scheme Membership by giving written notice to the CODEplan Professional Services Manager setting out details of the grounds of appeal. CODEplan's decision shall stand pending hearing of any appeal.

Appendix 3: TERMS OF BUSINESS OF THE CODE BUYING GROUP

a. These are the terms of business ("Terms of Business") on which we, the CODE Buying Group, will process an order or enquiry for services and/or products from CODE Buying Group partners.

b. In these Terms of Business, the following definitions apply:

- (i) "CODE Buying Group" or "ASBG" is a trading name of CODEplan Limited under which it has negotiated (and continues to negotiate) with Service Providers the terms on which they are prepared to sell services and/or products to practices that order through the CODE Buying Group;
- (ii) "Service Provider" means a provider of services and/or products through the CODE Buying Group including, among others, dental dealers, audit and inspection companies, insurance brokers, patient finance providers, loan companies, training companies and product manufacturers;
- (iii) "We, us, our" means the CODE Buying Group; and
- (iv) "You or your" means the person ordering Services and/or Products through the CODE Buying Group.

c. Making an order:

- (i) When processing your order or enquiry we will assist you to enter into a contract with the relevant Service Provider, not with the CODE Buying Group.
- (ii) Where we are an agent of the relevant Service Provider, we will act as the Service Provider's agent in confirming your order on behalf of the relevant Service Provider as principal.
- (iii) Where we are not the agent of the relevant Service Provider, we will simply act as an introducer and will pass on your order or enquiry to the relevant Service Provider together with confirmation that you are ordering through the CODE Buying Group. In these circumstances, the Service Provider may deal with you directly in respect of your order or enquiry or may use us as an intermediary, including asking us to forward on its order confirmation to you.
- (iv) Importantly, your order through us is subject to both these Terms of Business (which define and explain our obligations to you and the role that we play) and the specific order conditions of the relevant Service Providers ("Order Conditions" – which set out, amongst other terms, your rights with the Service Provider in the event that something goes wrong with the service and/or products you have ordered from them). You are advised to read both carefully prior to order.
- (v) In sending your order to us you are accepting both our Terms of Business and the Order Conditions.
- (vi) You may decide to make one or more orders through us at the same time. Please note that irrespective of the various products you order, for example a course or a dental product, each order is a separate order and your orders, even though they may be linked to the same dates, each have their own terms and conditions as specified by the relevant Service Provider(s). All orders are purchased individually at their own individual price. The price charged in total for several orders will always equal the simple sum of the prices charged for each individual order.
- (vii) A range of services may be provided under the CODEsafe trademark, which is licensed by CODEplan to a selected list of Service Providers who will provide the service to you as the disclosed principal.
- (viii) All orders are subject to these Terms of Business and the Order Conditions, regardless of whether they were booked through the CODEplan office or one of the Website[s].

d. Further terms applicable to orders:

- (i) Occasionally Service Providers may alter their products and/or services from those advertised on websites, brochures, advertisements or other methods. It is your responsibility to ensure that the services and/or products you are ordering are suitable for your purposes.
- (ii) It is your responsibility to ensure that all order information you provide (including product details) is correct. While we will seek to assist in circumstances where errors have been made, your contract will be with the relevant Service Provider and therefore we will not accept any responsibility for incorrect information. You should seek to inform us of any incorrect information as soon as possible.
- (iii) The order information that you provide to us will be passed on only to the relevant Service Providers or other persons necessary for the provision of your products and/or services. Certain information may also be passed on to security or credit checking companies.
- (iv) You may be required to pay a deposit or make full payment for your order at the time of order. Where you only pay a deposit or make no initial payment you must pay the full balance by the time of the service delivery points that are notified to you. If full payment is not received by the balance due date, we will notify the Service Provider who may cancel your order and charge any cancellation fees set out in their Order Conditions.

- (v) Returns of products may be possible but shall be strictly subject to the Order Conditions. In particular, you should ensure that the original packaging is in place and the product is unopened. Once a product has been opened then it may be that no refund is possible. Similarly, it may be that once a service has been provided, used or started then no refund is possible.
- (vi) The Order Conditions will apply if you seek cancel or amend your order with the Service Provider and cancellation or amendment charges may be due.
- (vii) All products (such as DVD courses, printing, stationary and dental consumables) will be delivered to you by post or courier as set out in the Order Conditions. You are advised to read the Order Conditions carefully as regards delivery.

e. Information provided by the CODE Buying Group:

- (i) We endeavour to ensure that the details of all products, including prices, displayed on our websites are accurate. However, given the high volume of services and other products offered it is inevitable that, in exceptional cases, mistakes will arise. We cannot accept liability for these errors. This is because some of the information which you are shown is being transmitted effectively live from the relevant Service Provider's IT system.
- (ii) Notwithstanding the above, in cases where we discover that the details other than price are materially incorrect we will offer you the choice of continuing with your order or cancelling with a full refund of money paid on that order only.
- (iii) Where inaccuracies relate to the understatement of the price of a specific product you will be offered either a full refund of money paid on that order only or the opportunity to maintain that order on receipt of the additional payment which is necessary or in the case of accommodation orders an additional option being an alternative order of equivalent or superior standard (in our absolute discretion).

f. Complaints:

- (i) We pride ourselves on choosing Service Providers who deliver high standards of customer service but if you have any dissatisfaction regarding products and/or services they should be reported to the relevant Service Provider or their local supplier or agent immediately. If the Service Provider is unable to resolve your concern please contact the CODEplan customer services team who will try to assist you.
- (ii) If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.
- (iii) If you wish to also make a formal complaint about us or any of the Service Providers then these should be addressed in writing to Customer Relations at CODEplan, Elm Tree House, Holsworthy, Devon, EX22 6BB or email info@agiliosoftware.com

g. Limitation of liability:

- (i) For the avoidance of doubt, your order is directly with the Service Provider. CODE accepts no liability or responsibility for any complaint, loss, damage, expense or other claim in respect of any aspect of your orders for products and/or services purchased through the CODE Buying Group.
- (ii) Specifically, we will not be liable for any act or omission by any person not employed directly by us and whilst we have chosen our Service Providers with care we have no control over our Service Providers and so cannot be held responsible for any action or omission of our Service Providers or their servants, agents or employees.
- (iii) Moreover, we cannot be held responsible for any loss, damage or expense incurred or suffered by you which results from strike, civil commotion, fire, flood, war, threat of war, terrorist activity, national or nuclear disaster, late delivery, adverse weather conditions any act of God and / or any other event.
- (iv) In no circumstances shall we be liable for any economic loss, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of reputation, loss of anticipated savings arising the use of the products and services under these terms of business or otherwise in connection with these terms of business; or for any indirect, special or consequential loss or damage (howsoever arising)
- (v) In all cases the absolute aggregate maximum liability of CODEplan under or in connection with these terms of business (howsoever arising) shall be limited to the total price paid by the customer for the specific orders related to any given complaint.
- (vi) Nothing in these terms of business shall limit or exclude the liability of CODEplan for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation or from any other liability, which cannot be excluded by law.

Appendix 4: iMANAGE PRACTICE TERMS

The iManage Practice Service provided is believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England, Wales, Scotland and Northern Ireland. While the Consultancy Services may also be relevant to Practices situated in other countries and / or the Channel Islands, CODEplan does not accept any liability for differences between such English, Welsh, Scottish and Northern Irish laws, regulations and guidance and those of the other counties and / or Channel Islands. It remains the ultimate responsibility of the Client to ensure compliance with relevant legislation, regulations and guidance. The iManage Practice Service is indicative only and is intended as a guide for the Client to review and take particular professional advice to suit its circumstances.

This document sets out the additional terms and conditions applicable to the iManage Practice Service. These iManage Practice Terms supplement the Subscription Agreement under which the Member has subscribed for the iManage Practice Service and the current CODEplan Conditions (of which these iManage Practice Terms form Appendix 4), which shall also apply.

1. Definitions

Words and expressions defined in Appendix 1 of the CODEplan Conditions shall bear the same meanings in these iManage Practice Terms unless the context otherwise requires. In addition, the following definitions apply:

"Monthly Focus Review" means the review and update of policy and procedure templates related to the Monthly Focus of the current iComply cycle month, the review of any completed logs or audits visible in the iComply system and the creation and provision of a report detailing work undertaken, observations arising from log and/or audit analysis and provision of an action plan to be completed by The Member in the next calendar month.

"Remote Meeting" means either a 'Monthly Compliance Catchup' or 'Remote Practice Meeting'. As part of the subscription the member is entitled to one Remote Meeting per calendar month for the duration of the agreement. These meetings cannot accrue, and The Member will forfeit their entitlement to a singular meeting if it is not taken in the relevant month due to the member cancelling the meeting in violation of the conditions stipulated in this agreement.

"Monthly Compliance Catchup" means a meeting, of no more than one hour in length, carried out between the Member's Compliance Lead and The iManager, but not involving the Practice Team.

"Remote Practice Meeting" means a meeting, of no more than one hour in length, carried out between the Member's Practice Team and The iManager using the format described in the iComply Meeting Agenda relevant to the iComply Monthly Focus for the month in which the 'Monthly Focus Review' has been carried out.

"iManage Questionnaire" means the questionnaire provided to The Member on acceptance of this agreement to be completed by the member to provide the information necessary for The iManager to perform Monthly Focus Reviews.

"Compliance Lead" means the individual nominated by The Member to be the point of contact for The iManager and iManage Practice Service.

"Practice Team" means the people working at the Subscribed Practice, including dentists, hygienists, therapists, dental nurses and receptionists.

"iManager" means the CODEplan Employee or Consultant responsible for the relevant Member.

2. CODEplan duties

- a. CODEplan will provide a scope to The Member of services provided as part of iManage Practice, which includes exclusions to the service.
- b. CODEplan will provide the iManage Practice Service to The Member.
- c. CODEplan will carry out one Remote Meeting per month, with The Member, using software such as Microsoft Teams.
- d. Where it is necessary for CODEplan to cancel a booked Remote Meeting or visit, it shall endeavour to give the Client as much notice as possible of such cancellation. Such booked meeting shall be rescheduled to a time agreed between the Client and CODEplan (acting reasonably).
- e. Cancellation of a Remote Meeting, whether by CODEplan or by the Client, shall not terminate the relevant iManage Practice Subscription in any circumstances.
- f. CODEplan will, upon receipt of the iManage Questionnaire carry out one Monthly Focus Review per month for the term of the agreement, starting with the next calendar month in iComply wherever possible. CODEplan will, in agreement with The Member, and by exception, commence the service by working on a previous calendar month in the iComply calendar or will reset the compliance cycle and work from 'Month 1', but accepts no liability for any documentation not updated due to this arrangement.

3. Member Duties

a. The Member shall:

- i. supply CODEplan with all information, facilities, access and co-operation to enable CODEplan its employees and consultants to provide the relevant Services;
- ii. comply with the terms of the Agreement at all times;
- iii. complete the iManage Questionnaire by the deadline communicated by the iManager;
- iv. respond to iManage Practice related correspondence, such as emails and calls, from the CODEplan team;
- v. unless otherwise agreed with The iManager, take responsibility during any Remote Practice Meeting for the creation of meeting minutes and the delivery of 'The Actions arising from any safety alerts, surveys, audits, risk assessments, incidents, patient comments or complaints' agenda item
- vi. on an annual basis, starting from the commencement date, agree and book Remote Meetings with their iManager for the subsequent 12 month period
- vii. inform the iManager in writing as soon as practicable (at least 30 days before the event if possible) of any planned changes which may impact upon the Subscribed Practice's ability to comply with the terms of the Agreement, including but not limited to a change of control of the Member or a change in ownership or location of the Subscribed Practice;
- viii. notify The iManager in writing as soon as practicable (by no later than 30 days after the relevant event) of the details of all enforcement actions taken by regulatory authorities against the Subscribed Practice and / or its Practice Team including: any GDC investigations, sanctions, erasures or suspensions from the GDC register; and any police investigation or criminal sanction (excluding minor driving offences);
- ix. record, investigate and take appropriate corrective actions of incidents related to the scope of iManage Practice that are reported by clients or other parties, such as enforcing authorities (GDC, CQC, HSE, etc.);
- x. assist CODEplan in the investigation and resolution of any properly authenticated complaints made by third parties about the Member's activities related to iManage Practice;
- xi. pay subscription fees in accordance with the relevant Subscription Agreement and any other agreed charges due; and give CODEplan a minimum of 48 hours' notice of cancellation of any booked visit or Remote Meeting. The Member may cancel a booked visit or Remote Meeting once only. Such booked visit or Remote Meeting shall be rescheduled in the same calendar month to a time agreed between the Member and CODEplan acting reasonably. Such rescheduled visit shall not be capable of cancellation by the Member without CODEplan's consent. At CODEplan's discretion, the Member shall be liable for the agreed cost of a booked visit if it: (i) cancels or purports to cancel a rescheduled visit (in circumstances where the previous visit was cancelled by the Member) without CODEplan's consent; (ii) gives less than 48 hours' notice of cancellation of a booked visit or (iii) otherwise fails to attend or participate in any booked visit.

Appendix 5: IMANAGE GROUP TERMS

The iManage Group Service provided is believed to be based on relevant legislation, regulations and best practice guidance applicable under the laws of England, Wales, Scotland and Northern Ireland. While the Consultancy Services may also be relevant to Practices situated in other countries and / or the Channel Islands, CODEplan does not accept any liability for differences between such English, Welsh, Scottish and Northern Irish laws, regulations and guidance and those of the other counties and / or Channel Islands. It remains the ultimate responsibility of the Client to ensure compliance with relevant legislation, regulations and guidance. The iManage Group Service is indicative only and is intended as a guide for the Client to review and take particular professional advice to suit its circumstances.

This document sets out the additional terms and conditions applicable to the iManage Group Service. These iManage Group Terms supplement the Subscription Agreement under which the Member has subscribed for the iManage Group Service and the current CODEplan Conditions (of which these iManage Group Terms form Appendix 5), which shall also apply.

1. Definitions

Words and expressions defined in Appendix 1 of the CODEplan Conditions shall bear the same meanings in these iManage Group Terms unless the context otherwise requires. In addition, the following definitions apply:

"Group template creation and updates" means a rolling 12 month programme where the iManager will review and update the policy and procedure templates related to each Monthly Focus in the iComply Software, using the group template feature and starting with the Monthly Focus specified by the Member in the iManage Questionnaire. This includes any urgent updates from the CODEplan team.

"Board Meeting" means a meeting, of no more than one hour in length, carried out between the Member's Compliance Lead and The iManager, that could also involve the Member's Senior Leadership Team. As part of the subscription the member is entitled to one "Board Meeting" per calendar month for the duration of the agreement. These meetings cannot accrue, and The Member will forfeit their entitlement to a singular meeting if it is not taken in the relevant month due to the member cancelling the meeting in violation of the conditions stipulated in this agreement.

"Monthly Compliance Catchup" means a meeting, of no more than one hour in length, carried out between the Member's Practice Compliance Manager and The iManager, but not involving the Practice Team. As part of the subscription the member is entitled to one "Monthly Compliance Catchup per calendar month per subscribed practice for the duration of the agreement. These meetings cannot accrue, and The Member will forfeit their entitlement to a singular meeting if it is not taken in the relevant month due to the member cancelling the meeting in violation of the conditions stipulated in this agreement.

"Monthly Board Report" means a retrospective report sent via email and discussed at the Board Meeting detailing work undertaken, observations arising from the Monthly Random Compliance Spot Checks, the compliance status of each subscribed practice and recommended actions.

"Monthly Random Compliance Spot Checks" means an email sent to each Practice Compliance Manager requesting that evidence is returned via email to the iManager within a timeframe specified by the Member in the iManage Questionnaire.

"iManage Questionnaire" means the questionnaire provided to The Member on acceptance of this agreement to be completed by the member to provide the information necessary for The iManager to commence and provide the iManage Group Service.

"Compliance Lead" means the individual nominated by The Member to be the point of contact for The iManager and iManage Group Service.

"Practice Compliance Manager" means an individual nominated by The Member to represent a subscribed practice and be responsible for attending the Monthly Compliance Catchups and being the point of contact for The iManager in relation to Monthly Random Compliance Spot Checks.

"Practice Team" means the people working at the Subscribed Practice, including dentists, hygienists, therapists, dental nurses and receptionists.

"iManager" means the CODEplan Employee or Consultant responsible for the relevant Member.

2. CODEplan duties

- a. CODEplan will provide a scope to The Member of services provided as part of iManage Group, which includes exclusions to the service.
- b. CODEplan will provide the iManage Group Service to The Member subject to clause 2.f below
- c. CODEplan will carry out one Board Meeting per month, with The Member's Compliance Lead, using software such as Microsoft Teams.
- d. CODEplan will carry out one Monthly Compliance Catchup per month, per subscribed practice, with Practice Compliance Managers, using software such as Microsoft Teams.
- d. Where it is necessary for CODEplan to cancel a booked Board Meeting or Monthly Compliance Catchup, it shall endeavour to give the Client as much notice as possible of such cancellation. Such booked meeting shall be rescheduled to a time agreed between the Client and CODEplan (acting reasonably).
- e. Cancellation of a Board Meeting or Monthly Compliance Catchup, whether by CODEplan or by the Client, shall not terminate the relevant iManage Group Subscription in any circumstances.
- f. CODEplan will, upon receipt of the completed iManage Questionnaire; booking, by the member, of all requested meetings; and attendance, by the Compliance Lead, of the Welcome Meeting, commence the Group template creation and updates and the iManage Group service

3. Member Duties

a. The Member shall:

- i. supply CODEplan with all information, facilities, access and co-operation to enable CODEplan its employees and consultants to provide the relevant Services;
- ii. comply with the terms of the Agreement at all times;
- iii. complete the iManage Questionnaire by the deadline communicated by the iManager;
- iv. respond to iManage Group related correspondence, such as emails and calls, from the CODEplan team;
- v. unless otherwise agreed with The iManager, take responsibility during any Board Meeting or Compliance Catchup for the creation of meeting minutes
- vi. on an annual basis, starting from the commencement date, agree and book Compliance Catchups with their iManager for the subsequent 12 month period
- vii. inform the iManager in writing as soon as practicable (at least 30 days before the event if possible) of any planned changes which may impact upon the Subscribed Practice's ability to comply with the terms of the Agreement, including but not limited to a change of control of the Member or a change in ownership or location of the Subscribed Practice;
- viii. notify The iManager in writing as soon as practicable (by no later than 30 days after the relevant event) of the details of all enforcement actions taken by regulatory authorities against the Subscribed Practice and / or its Practice Team including: any GDC investigations, sanctions, erasures or suspensions from the GDC register; and any police investigation or criminal sanction (excluding minor driving offences);
- ix. record, investigate and take appropriate corrective actions of incidents related to the scope of iManage Group that are reported by clients or other parties, such as enforcing authorities (GDC, CQC, HSE, etc.);
- x. assist CODEplan in the investigation and resolution of any properly authenticated complaints made by third parties about the Member's activities related to iManage Group;
- xi. pay subscription fees in accordance with the relevant Subscription Agreement and any other agreed charges due; and
- xii. give CODEplan a minimum of 48 hours' notice of cancellation of any Monthly Compliance Catchup or Board Meeting. The Member may cancel each Monthly Compliance Catchup or Board Meeting once only. Such booked Monthly Compliance Catchup or Board Meeting shall be rescheduled in the same calendar month to a time agreed between the Member and CODEplan acting reasonably. Such rescheduled visit shall not be capable of cancellation by the Member without CODEplan's consent.