

**CABLE SOFTWARE (DENTAL) LTD
TERMS AND CONDITIONS (OPENCABLE)**

These terms and conditions set out the terms and conditions on which **Cable Software (Dental) Limited**, a company registered in England & Wales with registration number 08068587 and with its registered office at Ibox House, Minories, London, EC3N 1DY ("**Cable**") will supply you (the "**Dentist**") with the Cable System and other services, as agreed between Cable and the dental practice and/or dental group by whom you are employed or engaged ("**Customer**"). By registering to use the Cable System, you agree to be bound by the terms herein.

WHEREAS

- (A) Cable is the provider of the Cable System, an online laboratory and supplier management system;
- (B) Cable and the Customer have entered into an agreement for the provision of the Cable System to the Customer and the dentists that it engages as employees or consultants and/or that are members of its group;
- (C) The Dentist is an employee, consultant or member of the Customer.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement the following expressions shall, unless the context otherwise requires, have the following respective meanings:

"Accepted Dentist Registration" means a Dentist Registration that has been accepted by Cable in writing or by email, or by commencement of the provision of the Services.

"Agreement" means the agreement between Cable and the Dentist, which shall comprise the Accepted Dentist Registration, these Terms and Conditions (Individual Dentists) and all Schedules, Annexes and Appendices thereto, and all other terms incorporated by reference.

"Cable Data" means data which may be made available to the Dentist by Cable, at Cable's sole discretion, via the Cable System from time.

"Cable System" means the provision, by Cable to the Dentist, of access via the Portal to certain on-line services as set out in the Specification (as may be updated from time to time in accordance with this Agreement).

"Commencement Date" means the date on which the provision of the Services shall commence as set out in the Accepted Dentist Registration.

"Confidential Information" means this Agreement and all information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Services, software, source code relating to the software, training any other proprietary information supplied to Dentist by Cable, or by Dentist to Cable (excluding Non-Personal Data, which shall not be deemed to be Confidential Information), and which ought reasonably to be considered as "confidential information", including all items defined as "confidential information" in any other agreement between Dentist and Cable whether executed prior to or after the Commencement Date of this Agreement.

“Dentist Data” means all data, including, without limitation, Personal Data and Non-Personal Data, owned by, licensed to or in the possession of the Dentist which is processed using the Cable System.

“Dentist Registration” means the Dentist’s registration for the provision of the Services submitted by the Dentist to Cable by any means.

“Effective Date” means the date of submission of the Dentist Registration.

“Intellectual Property Rights” means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.

“Laboratory” means each dental laboratory and other suppliers utilised by the Dentist for the purpose of obtaining dental laboratory services, other services, consumables and/or quotations for the same.

“Laboratory Order” means an order placed by the Dentist with a Laboratory.

“Minimum Technical Requirements” means the minimum systems, server, software and hardware requirements set out at [https://www.cabledental.co.uk/Docs/Cable Specification and Minimum Requirements.pdf](https://www.cabledental.co.uk/Docs/Cable_Specification_and_Minimum_Requirements.pdf) and updated from time to time, with which the Dentist must comply in order to receive the benefit of the Services.

“Non-Personal Data” means all data which is not Personal Data and, for the avoidance of doubt, Non-Personal Data includes, without limitation, all laboratory product and pricing data which the Dentist and the Laboratories make available for processing using the Cable System.

“Personal Data” means any data which identifies a living individual as defined pursuant to the Data Protection Act 1988 as updated or amended from time to time.

“Portal” means the software and hardware infrastructure used to facilitate Use of the Cable System, to which certain access is made available to the Dentist via the url notified to the Dentist by Cable.

“Services” means the services to be provided by Cable to the Dentist, including the Cable System and Support Services, as set out in the Specification, Support Schedule and the Accepted Dentist Registration.

“Specification” means the Specification for the standard Cable System set out here. [https://www.cabledental.co.uk/Docs/Cable Specification and Minimum Requirements.pdf](https://www.cabledental.co.uk/Docs/Cable_Specification_and_Minimum_Requirements.pdf)

“Support Schedule” means the support schedule attached at Annex 1 hereto and set out at [https://www.cabledental.co.uk/Docs/Support Services Annex.pdf](https://www.cabledental.co.uk/Docs/Support_Services_Annex.pdf)

“Support Services” means the support services in respect of the Cable System more particularly described in the Support Schedule.

“Term” means the term of the agreement between Cable and the Customer.

“Updated” means as amended by Cable by notification to the Dentist which may include notification by updating information displayed on the applicable Portal.

“Use” means to access (and permit users to access) the Cable System via the Internet and to use it for the Dentist’s own internal business purposes and only to the extent necessary to receive the benefit of the Cable System as expressly contemplated hereunder.

“User Manual” means the documentation (if any) provided by Cable to the Dentist which contains information about the use of the Cable System, including governance requirements and laboratory procedures, Portal security procedures and other generally applicable policies governing the use of the Cable System which are issued by Cable to the Dentist from time to time and/or is available on the Portal applicable to the relevant Cable System, as may be Updated from time to time.

“Working Hours” means 09:00 to 17:00, Monday to Friday, excluding all bank and public holidays.

- 1.2. The Accepted Dentist Registration(s) forms part of this Agreement and shall be subject to the terms and conditions set out herein.

2. DENTIST REGISTRATION PROCESS

- 2.1. The Dentist Registration shall be deemed to be an offer by the Dentist subject to the terms of this Agreement and all additional terms referred to in the Dentist Registration. The Dentist shall procure that the Dentist Registration is complete and accurate. A binding contract for the provision of the Cable System or the Services shall not come into existence between Cable and the Dentist until acceptance of the Dentist Registration by Cable.
- 2.2. Acceptance of the Dentist Registration by Cable shall be deemed to have occurred on the earlier of: provision by Cable of the signed Dentist Registration or an email or other written notification of acceptance of the Dentist Registration; where applicable, notification by Cable that the Services have been activated; or, if applicable, provision by Cable of the Cable System or Services. Cable may reject the Dentist Registration for any reason, in which case Cable shall notify the Dentist that the Dentist Registration has been rejected.

3. SERVICES

- 3.1. From the Commencement Date, for the Term, Cable shall provide the Services to the Dentist.
- 3.2. Dentist agrees to give Cable access and assistance as may be necessary for Cable to audit Dentist’s operations wherever situated, as and to the extent that Cable deems necessary to confirm Dentist’s compliance with this Agreement.
- 3.3. Cable reserves the right to update and/or upgrade the Services at any time on the provision of reasonable notice to the Dentist.

4. DENTIST’S OBLIGATIONS

- 4.1. The Dentist shall:
 - 4.1.1. notify Cable of any and all software that the Dentist uses (other than the Cable System) and obtain the necessary permissions from all providers of such software for Cable to access all data required by Cable for the provision of the Cable System and other Services;
 - 4.1.2. where the information required by Cable cannot be obtained by a direct link between the Dentist’s practice management software and the Cable System, the Dentist shall be responsible for inputting such information into the Cable System;
 - 4.1.3. use its best endeavours to procure that all Laboratories used by the Dentist use the Cable System to process Laboratory Orders from the Dentist;

4.1.4. ensure that the Dentist is and shall remain compliant with the Minimum Technical Requirements and the User Manual; and

4.1.5. act in accordance with the reasonable instructions of Cable.

5. USE OF THE CABLE SYSTEM

5.1. In consideration of the Dentist's compliance with its obligations hereunder, Cable hereby grants to the Dentist the non-exclusive, non-assignable, non-sub-licensable right to Use the Cable System for the term of this Agreement.

5.2. The Dentist shall use the Cable System only in accordance with the terms of this Agreement and the User Manual.

5.3. The Dentist shall not, except as expressly permitted in this Agreement (i) modify, translate, create or attempt to create derivative copies of or copy the Cable System and/or the Portal in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Cable System and/or the Portal to source code form; (iii) distribute, sub-license, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer the Dentist's right to use the Cable System and/or the Portal.

5.4. Cable shall use reasonable endeavours to ensure that access to the Cable System is available during Working Hours however the Dentist acknowledges and agrees that the Cable System may not be accessible to the Dentist from time to time.

5.5. Cable shall provide the Support Services to the Dentist during the Working Hours, wherever possible all scheduled service interruptions shall take place outside of office hours and Cable shall use reasonable endeavors to give as much prior written notice of such scheduled service interruptions to the Dentist as possible.

5.6. Dentist agrees that it will not, directly or indirectly, or through any affiliate, agent, or other third party:

5.6.1. use the Cable System to provide to any third parties, computing services or access thereto, including but not limited to commercial software or computer timesharing, rental or sharing arrangements, or data processing services offered on a service bureau basis;

5.6.2. provide, disclose, divulge or make available to, or permit use of the Cable System by any third party without Cable's prior written consent;

5.6.3. remove or alter any copyright or other proprietary notice on any of the Cable System; or

5.6.4. fail to comply with the User Manual.

5.7. Dentist acknowledges that except for the limited licence expressly granted hereunder, it has no claim, right, title or interest with respect to any of the Intellectual Property Rights in the Services.

6. WARRANTIES AND LIABILITIES

6.1. Each party warrants to the other that they have the authority to enter into this Agreement and that doing so shall not put such party in breach of any obligations that it may have to any third parties.

6.2. The Dentist hereby warrants that the information provided by the Dentist to Cable is true, accurate and correct. The Dentist further warrants that it shall promptly notify Cable in the event of any changes to such information provided.

6.3. The express warranties set forth in this clause 6 are exclusive and in lieu of all other warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for

a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade and whether written or oral, all of which are hereby excluded and disclaimed to the fullest extent permissible by law. Without prejudice to the generality of the foregoing, Cable (including its respective licensors, agents and sub-contractors, if any) does not warrant that that operation of the Cable System will be uninterrupted and hereby disclaims any and all liability in respect thereof.

- 6.4. Dentist hereby represents that it shall (i) comply with all applicable local and foreign laws regulations and industry standards which may govern the use of the Services, and (ii) use the Services only for lawful purposes and in accordance with the terms of this Agreement.
- 6.5. Subject to clauses 6.6 and 6.7, Dentist's sole remedy at any time with respect to any claims arising out of the agreement shall be limited in the aggregate to £100.
- 6.6. In no event shall Cable (including its respective licensors, agents and sub-contractors, if any) be liable for:
 - 6.6.1. any loss of profits, loss of anticipated savings, loss of data, business interruption, loss of use, loss of contracts, loss of goodwill business or business benefit, or the cost of procurement of substitute services by customer (whether direct or indirect);
 - 6.6.2. any special, indirect, incidental, or consequential damages or losses of any nature whatsoever;
 - 6.6.3. any losses, damages or costs that arise wholly or partly as a result of any Dentist or third party act, omission, software, services or systems;
 - 6.6.4. any losses or costs that arises as a result of the supply by the Dentist or the display by the Cable System of any incorrect or incomplete Non-Personal Data and/or Cable Data; or
 - 6.6.5. the provision of or failure to provide any Cable Data to the Dentist.
- 6.7. For the avoidance of doubt, nothing in the agreement shall be deemed to exclude, restrict or limit liability of either party (or their respective agents or sub-contractors) for death or personal injury resulting from their negligence or any liability for fraudulent misrepresentation.
- 6.8. Both Parties accept that the limitations and exclusions set out in this Agreement are reasonable having regard to all the circumstances.
- 6.9. Dentist hereby agrees to afford Cable not less than thirty (30) days (following notification thereof by Dentist) in which to remedy any event of default hereunder.
- 6.10. No employee, agent, representative or affiliate of Cable has authority to bind Cable to any oral representations or warranty concerning the Services. Any written representation or warranty not expressly contained in this Agreement is unenforceable except that this shall not exclude liability for fraudulent misrepresentation.

7. CONFIDENTIAL INFORMATION

- 7.1. Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and each Party agrees that it shall use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other Party's prior written consent. Each Party agrees to exercise due care in protecting the Confidential Information of the other from unauthorised use and disclosure. However this Clause 7.1 shall not apply to information that is: (i) is publicly available, (ii) obtained by the other Party from a third party without restrictions on

disclosure, (iii) independently developed by the other Party without reference to Confidential Information, or (iv) required to be disclosed by order of a court, other governmental entity or applicable regulatory body.

- 7.2. The Parties agree that damages would not be an adequate remedy in respect of any breach of Clause 7.1 and in addition to all other remedies that either Party may be entitled to as a matter of law each Party shall be entitled to injunctive relief and any other form of equitable relief available in order to enforce the provisions of Clause 7.1.

8. TERM AND TERMINATION

- 8.1. This Agreement will remain in force for the Term, unless earlier terminated in accordance with clause 8.2.

- 8.2. Cable may, by written notice to Dentist, terminate this Agreement forthwith if any of the following events occur, provided that no such termination will entitle Dentist to a refund of any portion of any monies which have been paid to Cable:

8.2.1. Dentist is in breach of this Agreement, which breach, if capable of being remedied, has not been remedied within thirty (30) days after Cable has given Dentist written notice of such breach; or

8.2.2. Dentist terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

- 8.3. The following clauses shall survive termination of this Agreement for any reason: 1, 5.3, 5.6, 6, 7, 8.3, 8.4, 8.5, 8.7, 9, 10, 11 and 12.

- 8.4. Any termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any rights or liabilities of either Party nor the coming into or continuance in force of any provision hereafter which is expressly or by implication intended to come into or continue in force on or after such termination.

- 8.5. On termination or expiry of this Agreement for any reason:

8.5.1. the Dentist's access to the Cable System will be terminated and, subject to the provisions of clause 8.6, the Dentists will be unable to access any data stored by the Cable System or otherwise use the Cable System in any way;

8.5.2. all rights granted to the Dentist under this Agreement shall cease;

8.5.3. the Dentist shall cease all activities permitted pursuant this Agreement;

8.5.4. the Dentist shall immediately destroy or return to Cable (at Cable's option) all copies of the Confidential Information in its possession (if any) and certify to Cable that it has complied with the foregoing.

- 8.6. The Dentist hereby acknowledges that it is the Dentist's responsibility to extract and save any data stored using the Cable System prior to the termination or expiry of this Agreement and, for the avoidance of doubt, Cable shall not be liable for any losses, damages, costs or expenses resulting from Dentist's failure to do so.

- 8.7. In the event that the Dentist does not remove its data prior to the termination or expiry of this Agreement then for a period of three months after the date of termination or expiry:

- 8.7.1. Cable shall permit Dentist access to the Cable System solely for the purpose of reading and copying its data stored therein; and
- 8.7.2. on the request of the Dentist, Cable will access and remove the data and charge the Dentist for the same at its then applicable time and materials rate.
- 8.7.3. Data not removed within three months of the termination or expiry of this Agreement will be deleted.

9. PERSONAL AND NON-PERSONAL DATA

- 9.1. Dentist hereby grants to Cable a licence to use the Dentist Data as follows:
 - 9.1.1. a non-exclusive perpetual licence to use and process all Personal Data to the extent necessary to comply with Cable's obligations hereunder; and
 - 9.1.2. a non-exclusive perpetual licence (such licence to survive expiry or termination of this Agreement) to use, copy, distribute and disclose all Non-Personal Data for any purpose which Cable shall determine from time to time, including, without limitation aggregating, analysing and publishing such data via the Portal or other media.
- 9.2. To the extent that the provision of the Cable System requires either Cable or one of its suppliers to process Personal Data provided by or on behalf of the Dentist, the Dentist will be the "data controller" and Cable will be the "data processor" as defined in the Data Protection Act 1998 (as amended) (the "Act").
- 9.3. Cable undertakes to:
 - 9.3.1. at all times have in place appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data in accordance with the seventh data protection principle set out in the Act; and
 - 9.3.2. that it shall only use Personal Data for a purpose which is authorised by the Dentist which for the avoidance of doubt includes the provision of the Services; and
 - 9.3.3. retain Personal Data within the EEA unless the appropriate measures specified under the Act are taken.
- 9.4. The Dentist hereby consents to the use of Personal Data of themselves and their patients by Cable to the extent reasonably required by Cable to perform its obligations hereunder and its other legitimate business interests.
- 9.5. Dentist hereby warrants that it has all necessary rights, licences and permissions to grant the licences in this clause 9 in respect of the Dentist Data and permit Cable (and its suppliers) to use and process the Dentist Data in accordance with this Agreement. Dentist at its expense and in its sole discretion, shall indemnify Cable in full and on demand against any claim, demand, action or proceeding against Cable asserting that Cable's use of the Dentist Data in accordance with this clause 9, infringes any Intellectual Property Rights, contractual or tortious confidentiality rights or statutory or regulatory rights of any third party (each a "**Data Infringement Claim**") and shall pay all costs (including legal costs), claims, losses, damages suffered or incurred by Cable as a result of the Data Infringement Claim.
- 9.6. Where, in order to provide the Services, Cable needs to process data held by any data processor of the Dentist, the Dentist shall promptly authorise such data processor to provide the requested data to Cable.

9.7. Cable may, at its sole discretion, make Cable Data available to the Dentist via the Cable System.

10. NON-ASSIGNMENT AND BINDING AGREEMENT

10.1. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Dentist, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Cable. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assignees.

11. NOTICES

11.1. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, or (b) sent by registered mail, return receipt requested, or (c) sent by overnight air courier, or (d) delivered by facsimile, in each case forwarded to the appropriate address set forth herein or in the Accepted Dentist's Registration. Either Party may change its address for notice by written notice to the other Party given in accordance herewith. Notices will be considered to have been given: (i) at the time of actual delivery in person; or (ii) three (3) business days after mailing; or (iii) one (1) day after (i) delivery to an overnight air courier service; or (iv) the moment of transmission by facsimile provided that a successful transmission report was received, and further, that if the moment of transmission falls outside regular business hours, notice shall be considered to have been given at the beginning of the next business day.

12. MISCELLANEOUS

12.1. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed or be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action.

12.2. If any part of any provision of this Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable.

12.3. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the Parties with respect to the subject matter.

12.4. This Agreement may not be altered or modified in any way except by an instrument in writing signed by (or by a duly authorised representative on behalf of) each of the Parties.

12.5. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Dentist may use in connection with the acquisition or licensing of the Services will have any effect on the rights, duties or obligations of the Parties hereunder, or otherwise modify this Agreement, regardless of any failure of Cable to object to such terms, provisions or conditions.

12.6. Dentist agrees that upon execution of this Agreement, Cable may issue a press release announcing that it has entered into a contract with Dentist and stating the general financial value of this Agreement. Additionally, Cable may on an ongoing basis during the term of this Agreement use Dentist's name and logo on Cable's website and in press releases, product brochures and financial reports indicating that Dentist is a customer of Cable.

12.7. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of this Agreement.

- 12.8. This Agreement shall be construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any disputes, which may arise in connection with this Agreement.

ANNEX 1

SUPPORT SERVICES

- 1.1 The Support Services shall comprise and be limited to the services set out in this Annex 1.
- 1.2 Cable will provide the Support Service only to the Dentist.
- 1.3 The Support Service shall be provided to the Dentist during the Working Hours (each hour of which shall be a "Support Hour").
- 1.4 The Support Service shall comprise:
 - 1.4.1 a telephone help desk and e-mail responses to provide first-line technical support; and
 - 1.4.2 remote diagnosis and, where possible, correction of faults.
- 1.5 The first line technical support as set out shall comprise:
 - 1.5.1 basic instruction on the use of the Cable System;
 - 1.5.2 basic explanation of the processes and calculations used in the Cable System.
- 1.6 The Support Service shall meet the Service Levels set out in this Support Schedule.
- 1.7 Cable reserves the right to limit the Dentist's access to the Support Service where they can demonstrate excessive use of the Support Service by the Dentist, and where that excessive use is impeding Cable from providing the Support Service to other customers.
- 1.8 Where a fault is to be corrected in a forthcoming maintenance release, then for a reasonable period, though for the avoidance of doubt no more than 90 days unless agreed between Cable and the Dentist, prior to the issue of such maintenance release, Cable shall be entitled to decline to provide assistance in respect of that fault.
- 1.9 Cable may provide the Dentist with maintenance releases from time to time during the term of this Agreement at its sole discretion. The Dentist shall promptly follow all instructions provided by Cable in respect of the maintenance releases.
- 1.10 Scheduled maintenance releases may take place at any time. It is a condition of the provision of the Cable System that maintenance releases (which may correct faults, add functionality, or otherwise amend or upgrade the Cable System, save in the case of new versions of the relevant Cable System which from time to time is publicly marketed and offered for purchase by Cable in the course of its normal business, which shall not be considered a maintenance release) shall be applied to all installations of the Cable System and the Dentist (i) may not refuse to take such maintenance release; and (ii) such maintenance release shall not materially adversely affect the functionality of the Cable System to which it relates.
- 1.11 Cable will use its reasonable endeavours to fix and release a solution to a reproducible and identifiable production error where the intended output from a piece of code is incorrect and which substantially hinders or prevents the Dentist from using a material part of the functionality of the Cable System ("Fault") in accordance with the following categorisations (determined by Cable, acting reasonably) and timescales:

- 1.11.1 Faults that result in (a) security breaches or (b) the Cable System being functionally inoperable: Cable will respond to the Dentist within twelve (12) Support Hours of Cable being able to reproduce the Fault and ascertain the underlying cause and Cable shall use its reasonable endeavours to fix or release a solution to the Fault within that timescale. If Cable is unable to fix or release a solution within that timescale then Cable and the Dentist will attempt to discuss the matter within the next following twenty-four (24) Support Hours and Cable will use its reasonable endeavours to fix or release a solution to the Fault within the next forty-eight (48) Support Hours, or such longer period as the Dentist may agree.
- 1.11.2 Faults that result in calculation errors in the Cable System: Cable will respond to the Dentist within seventy-two (72) Support Hours of Cable being able to reproduce the Fault and ascertain its underlying cause and Cable will use its reasonable endeavours to fix or release a solution to the Fault within that timescale. For the avoidance of doubt, the Cable System has been designed to make calculations in a particular way and shall be configured in accordance with the Clinical Governance Requirements, and the above obligation to fix or release a solution shall only apply to Faults in the Cable System making calculations on that basis. If the Dentist requires changes to the underlying basis of calculations then this will not be treated as a Fault to be corrected as part of the Support Services
- 1.11.3 All other Faults: Cable will respond to the Dentist within 10 to 15 working days of Cable being able to reproduce the Fault and ascertain the underlying cause and Cable shall use its reasonable endeavours to fix or release a solution to the Fault within that timescale, unless it has been agreed with the Dentist that the Fault may be corrected in the next maintenance release.
- 1.12 Where a Fault with the Cable System relates to services provided by third parties, Cable shall not be liable for any failure to comply with the provisions of this Schedule.
- 1.13 The Dentist agrees to provide Cable with all information required, within reason, to identify the reported problem. Cable shall use its reasonable endeavours to reproduce the reported problem. In the event that Cable cannot reproduce a problem reported by the Dentist ("Non Reproducible Fault"), Cable will log the Non Reproducible Fault and notify Dentist who shall demonstrate such Non Reproducible Fault to Cable at which point the provisions of paragraph 1.11 shall apply. Without prejudice to the foregoing Dentist shall provide Cable a detailed description of any Fault requiring Support and shall include sufficient material and information to enable Cable to duplicate the problem to the extent the information is available to Dentist, including, but not limited to:
 - 1.13.1 a clear and accurate description of the Fault;
 - 1.13.2 the area of the Cable System to which it relates and which the Dentist has experienced the Fault;
 - 1.13.3 what function was being performed when the Fault occurred and/or the sequence of events leading up to the occurrence of the Fault;
 - 1.13.4 the error message displayed, if any;
 - 1.13.5 sufficient details of the Fault's effect on Dentist's business operation to demonstrate Cable's identification of whether the Fault falls under 1.11.1, 1.11.2 or 1.11.3; and
 - 1.13.6 any other information relating to the Cable System or the Fault which Cable requires to perform its obligations hereunder, including but not limited to a copy of data held on the database that forms part of the Cable System.

- 1.14 The Support Services shall not include the diagnosis and rectification of any Fault resulting from:
- 1.14.1 any repair adjustment alteration or modification of the Cable System by Dentist without Cable's prior consent;
 - 1.14.2 the use of the Cable System for a purpose for which they were not designed;
 - 1.14.3 a fault in the Dentist's equipment or in any other software operating in conjunction with or integrating with the Cable System;
- or for
- 1.14.4 rectification of lost or corrupted data arising for any reason other than Cable's own negligence; or
 - 1.14.5 loss or damage caused directly or indirectly by Dentist's error or omission.