LetterAssist End User Licence Agreement (EULA)

Version 2.0 – October 2025

This End User Licence Agreement ("Agreement") sets out the terms on which LetterAssist Ltd ("LetterAssist", "we", "our", "us") provides access to the LetterAssist software and SmartFlow platform ("Software") to authorised healthcare organisations and users ("Licensee", "you"). This Licence incorporates by reference the LetterAssist Data Processing Agreement (DPA) and Service Level Agreement (SLA). In the event of conflict, the DPA takes precedence for personal data processing, and the SLA for service performance.

1. Licence Grant

1.1 The Software is provided as a hosted Software-as-a-Service (SaaS) application. No installation is required other than secure browser access or NHS-approved authentication.
1.2 LetterAssist grants you a non-exclusive, non-transferable, revocable licence to use the Software solely for lawful healthcare operations within your organisation, subject to this Agreement and any accompanying Order Form.
1.3 This Agreement does not transfer ownership of any Intellectual Property Rights to you. You are granted a licence to use the Software only in accordance with these terms.

2. Restrictions

You shall not:
- Attempt to copy, modify, reverse engineer, decompile, or disassemble any part of the Software.
- Use the Software to process data for any third party or for any non-healthcare purpose.
- Remove or alter any proprietary notices from the Software.
- Use the Software in any way that could compromise system security, patient confidentiality, or NHS information governance obligations.

3. Data Protection and Confidentiality

3.1 Where LetterAssist processes personal data on your behalf through the Software, you acknowledge that you are the Data Controller and LetterAssist is the Data Processor, as defined in the UK GDPR and Data Protection Act 2018. Processing is governed by the LetterAssist Data Processing Agreement (Schedule 1).

3.2 LetterAssist maintains 'Standards Met' compliance on the NHS Data Security and Protection Toolkit and adheres to DCB0129 Clinical Risk Management standards.

3.3 LetterAssist may access system data remotely only for technical support or clinical safety investigations. Such access is logged, auditable, and subject to strict confidentiality controls.

4. Intellectual Property

4.1 All Intellectual Property Rights in the Software, SmartFlow technology, and associated materials remain vested in LetterAssist.
4.2 You acquire no rights other than those expressly granted under this Agreement.
4.3 All analytical insights, metadata, and de-identified usage statistics generated by the Software are owned by LetterAssist but contain no patient-identifiable information.

5. Warranties

5.1 LetterAssist warrants that it has the right to license the Software and that it will perform its obligations with reasonable skill and care.
5.2 LetterAssist does not warrant that the Software will be uninterrupted or error-free, but will use reasonable commercial efforts to maintain service availability in accordance with the Service Level Agreement.
5.3 Except as expressly stated, all other warranties, conditions, or terms implied by law are excluded to the fullest extent permitted by law.

6. Liability

6.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.
6.2 LetterAssist's total aggregate liability under or in connection with this Agreement shall not exceed the greater of £1,000,000 (one million pounds) or the total Licence Fees paid in the preceding twelve (12) months.
6.3 LetterAssist shall not be liable for indirect, special, or consequential loss, loss of profit, goodwill, data, or business interruption.

7. Termination

7.1 This Agreement continues for the period specified in your Order Form and renews automatically unless terminated by either Party in accordance with its terms.
7.2 Upon termination, access to the hosted Software will cease. All customer data will be deleted in accordance with the Data Processing Agreement (30-day retention policy).
7.3 Either Party may terminate immediately by written notice if the other materially breaches this Agreement and fails to remedy the breach within thirty (30) days.

8. Security and Compliance

8.1 LetterAssist applies industry-standard technical and organisational security measures, including AES-256 encryption at rest, TLS 1.2+ encryption in transit, role-based access control (RBAC), multi-factor authentication (MFA), and regular independent penetration testing.
8.2 LetterAssist will notify the Licensee without undue delay and, where feasible, within twenty-four (24) hours of becoming aware of a data breach.
8.3 LetterAssist shall maintain compliance with the NHS Data Security and Protection Toolkit ('Standards Met') and DCB0129 standards throughout the Term.

9. Notices and Communication

9.1 Notices may be sent by email to the registered contact addresses of each Party and shall be deemed received on the next Business Day.
9.2 For LetterAssist: info@letterassist.ai
9.3 For the Licensee: as specified in the relevant Order Form.

10. Governing Law and Jurisdiction

This Agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.