

## SSI-QF-36AA Diagnostic Services Terms (Clinics)

These Diagnostic Services Terms ("Terms") apply to diagnostic sleep study interpretation services provided by Stowood Scientific Instruments Ltd (company number 05195952) ("Stowood", "we", "us").

### 1. Services

1.1 We provide diagnostic services limited to the scoring, interpretation and reporting of sleep study data supplied by you (the "Services").

1.2 The Services are diagnostic and interpretative only. We do not provide treatment, prescribing, therapy, clinical decision-making or ongoing patient management.

1.3 All clinical responsibility, including diagnosis, treatment decisions, patient communication and follow-up, remains with you and/or the treating clinician.

### 2. Scoring Methodology and Assumptions

2.1 The Services are performed in accordance with applicable professional standards and the scoring and reporting assumptions set out below.

2.2 You acknowledge that sleep study interpretation depends on data quality and that reports prepared in accordance with these assumptions shall be deemed compliant with these Terms.

#### 2.3 Scoring and Reporting Assumptions

Unless agreed otherwise, studies are scored in line with the "Recommended" scoring rules of \*The AASM Manual for the Scoring of Sleep and Associated Events – Rules, Terminology and Technical Specifications\* (Version 3, 2023), subject to the following assumptions:

- Hypopnoeas are identified using the recommended rule ( $\geq 3\%$  oxygen desaturation or associated arousal) and are not classified as obstructive or central.
- In the absence of an oronasal thermal airflow sensor, apnoeas are identified using available nasal pressure and respiratory inductance plethysmography signals.
- Where airflow signals are unavailable, respiratory inductance plethysmography and derived signals are used.
- Cheyne–Stokes respiration is reported descriptively rather than numerically.
- Respiratory effort-related arousals are not scored or reported.
- Desaturation events are reported at  $\geq 4\%$ .
- Hypoventilation is not scored in the absence of  $\text{PCO}_2$  data.
- Certain movement-related or post-arousal events may be excluded from scoring and recorded as technical notes.
- Snore detection is auto-scored and dependent on available signal traces.
- Periodic limb movements are scored only when meeting standard criteria and are not scored during wake or when associated with breathing events.
- Where signal integrity is compromised, this will be described in the report and may affect scoring.
- Position analysis is automated and assumes correct device placement unless otherwise stated.
- REM sleep without atonia is not formally scored but may be commented upon if suspected.

- Loss or compromise of EEG or EMG signals will be managed based on available data, with explanatory notes included. Studies may be deemed unreportable where data quality is insufficient.

We may use suitably qualified subcontractors to provide the Services.

### 3. Orders

3.1 You may request Services by submitting referrals or instructions by email, portal upload or other agreed method (each an "Order").

3.2 Submission of an Order constitutes acceptance of these Terms.

### 4. Acceptance

4.1 Reports are deemed accepted when they:

- (a) include the patient identifiers provided;
- (b) include the agreed diagnostic outputs; and
- (c) are prepared in accordance with the scoring and reporting assumptions above.

4.2 Acceptance shall not be withheld due to disagreement with clinical interpretation.

### 5. Charges and Payment

5.1 Charges are agreed per study or service.

5.2 Unless agreed otherwise, payment is required in advance of the Services being provided.

5.3 We may suspend or decline to provide Services where payment has not been received.

### 6. Data Protection

6.1 For the purposes of applicable data protection laws, you are the controller and we are the processor.

6.2 We process personal data solely for the purpose of providing the Services.

6.3 Personal data processed may include patient identifiers, contact details and health data.

6.4 Each party shall comply with applicable data protection laws, including UK GDPR.

### 7. Liability

7.1 Nothing in these Terms limits liability that cannot legally be limited.

7.2 Subject to clause 7.1, our total liability arising out of or in connection with the Services shall not exceed £500,000.

7.3 We are not responsible for treatment decisions, clinical outcomes or indirect or consequential losses.

### 8. Termination

8.1 Either party may stop using the Services at any time by written notice.

8.2 Fees remain payable for Services already performed.

## 9. General

9.1 These Terms constitute the entire agreement relating to the Services.

9.2 These Terms are governed by the laws of England and Wales.

## 10. Patient Payment Clause

10.1 Where patients contract directly with Stowood for diagnostic services:

- Stowood is responsible for collecting fees from patients
- The Referrer has no financial liability for patient fees
- No referral fees or financial incentives are paid
- The Referrer acts independently and is not an agent of Stowood

Patients remain free to choose alternative providers.

By submitting a referral or Order, you confirm acceptance of these Diagnostic Services Terms.

Dated 24/Jan/2026