

PARTNER PROGRAMME TEST ENVIRONMENT TERMS AND CONDITIONS

Test Environment: means the IT test environment provided by Optum for use by partners in the testing and evaluation of the Partner Products in conjunction with Optum products and services prior to assurance by Optum. The company or entity submitting the application (including its Affiliates, “you”, “your” or “Partner”) to open an account with the Optum Partner Programme (as defined) including access and use of the Partner Portal (as defined) agrees to be bound by these terms and conditions (“**Conditions**” together with any documents referenced herein, as may be modified from time to time, the “**Agreement**”). Where an individual enters into the Agreement on behalf of a Partner, then that individual represents and warrants that they have the power and authority to bind such Partner entity to the Agreement. Please print a copy of these Conditions for your records (and please refer to these Conditions on a regular basis to ensure that you are aware of any updates or changes to the same).

AGREED TERMS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in the Agreement.

Affiliate: means any business entity from time to time controlling, controlled by, or under common control with, either party, whereby a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation.

Commencement Date: means the date from which you open an account with the Optum Partner Programme.

Data Protection Legislation: means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (including the Data Protection Act 2018), and then (ii) any successor legislation to the GDPR.

Documents: means any documentation in whatever format, including, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Optum: means Egton Medical Information Systems Limited.

Fees: means the fees payable by you to Optum under the Agreement, as detailed in the Partner Portal or as otherwise agreed in writing with Optum, as may be modified from time to time by Optum as notified to you via the Partner Portal.

Initial Term: means a period of 12 months from the Commencement Date.

Intellectual Property Rights: means all patents, rights to inventions, copyright and related rights, trade marks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: means any claims, demands, actions, liabilities, costs, expenses, fines, monetary penalties, losses and/or damages

Partner Portal: has the meaning given in clause 2.1.

Partner Product(s): means the digital solution(s) (details of which you submit in advance to Optum as part of your application for a Partner Programme account) which you wish to test, using the Test Environment, in conjunction

with relevant Optum products and services (including aspects such as interface requirements, interoperability and configuration).

Partner Programme: means Optum's programme for:

- A. assuring and supporting third party suppliers in relation to their supply of products and/or services which integrate with relevant Optum products and services; and
- B. granting the licences necessary for the Partners to be able to interoperate with Optum products and services following assurance.

Personal Data: has the meaning given in the Data Protection Legislation.

Term: means the Initial Term, and any options to extend the Term, as detailed in the Partner Portal.

VAT: means applicable value added tax chargeable under English law for the time being (and any similar additional or replacement tax).

- 1.2. Clause headings shall not affect the interpretation of the Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees.
- 1.4. A reference to: (i) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (ii) words in the singular shall include the plural and vice versa; (iii) one gender shall include a reference to the other genders; (iv) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; (v) writing or written shall include communications sent by email (unless expressly excluded); and (vi) clauses are to the clauses of these Conditions.
- 1.5. The term "including" shall be construed without implying limitation (and variants of "including" shall be interpreted accordingly).

2. PARTNER PORTAL - ACCESS

- 2.1. Optum may provide you, or you may receive access to, Partner Programme related websites, tools, the Test Environment and web-based applications (collectively, the "**Partner Portal**"). Through the Partner Portal, you may receive access to information, materials, specifications and tools pertaining to Optum's (and Optum Affiliates') products and services, the Partner Programme and other Confidential Information (collectively, the "**Partner Materials**").
- 2.2. In order to access and use the Partner Portal (and through it the Test Environment and Partner Materials) you are first required to open a Partner Programme account. You then must submit an application to access and use the Partner Portal via your Partner Portal account, including submitting all necessary details. You agree that notwithstanding the creation of an account, it is in Optum's sole discretion as to whether (or not) to provide you with access to the Partner Portal and through it the Test Environment and Partner Materials.
- 2.3. Following approval of your application to access and use the Partner Portal and payment of the relevant Fees, Optum grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence, during the Initial Term (and thereafter subject to ongoing payment of the relevant Fees set out in the Partner Portal), to access and use the Partner Portal and through it the Partner Materials and Test Environment solely:
 - 2.3.1. in accordance with:
 - 2.3.2. any instructions issued by Optum from time to time (including as set out in the Partner Portal, Test Environment and/or Partner Materials); and
 - 2.3.3. the terms of the Agreement; and
 - 2.3.4. for the purpose of testing the interoperability of the Partner Product(s) with relevant Optum products and services.

- 2.4. Except as expressly set out in the Agreement or as permitted by any applicable law which cannot be excluded, you shall not:
 - 2.4.1. copy the Partner Portal or any related Partner Materials;
 - 2.4.2. rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any element of the Partner Portal or any related Partner Materials;
 - 2.4.3. make alterations to, or modifications of, the whole or any part of the Partner Portal or any related Partner Materials nor permit the Partner Portal or any part of it to be combined with, or become incorporated in, any other programs (save as expressly provided for by the Agreement);
 - 2.4.4. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Partner Portal nor attempt to do any such things; and/or
 - 2.4.5. provide, or otherwise make available, the Partner Portal in any form, in whole or in part (including, program listings, object and source program listings, object code and source code) to any person other than your end users.
- 2.5. You may not use the Partner Portal, Test Environment and Partner Materials:
 - 2.5.1. in relation to any immoral, fraudulent or illegal purpose or for any other purpose which may reasonably be determined threatening, abusive or harmful or damaging to Optum's reputation; or
 - 2.5.2. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 2.6. Approving your application for access and use of the Partner Portal and through it the Test Environment and Partner Materials does not constitute any form of assurance of the Partner Products.
- 2.7. Optum will not undertake any assurance process (formal or otherwise) for clinical safety, information governance and/or technical suitability unless and until:
 - 2.7.1. completion of successful testing of your Partner Product(s) in the Test Environment (as determined by agreement of both parties acting reasonably); and
 - 2.7.2. you proceed to submit your Partner Product(s) for assurance in accordance with the procedure set out in the Partner Portal.
- 2.8. Access to the Partner Portal, and through it access to the Test Environment and the Partner Materials:
 - 2.8.1. may be unavailable without notice at certain times; and
 - 2.8.2. is subject to: (i) your ongoing compliance with the terms of the Agreement; (ii) your ongoing compliance with any 'Acceptable Use Policy' provided to you by Optum via the Portal or otherwise; and (ii) you acting reasonably in terms of your use of the Test Environment facilities. If Optum determines (in its sole discretion) that you fail to comply with this clause 2.8.2 then it may terminate your access and use of the Test Environment and/or terminate the Agreement upon notice in writing.
- 2.9. Optum does not guarantee that the Partner Portal, any content on it and/or Test Environment, will always be available or be uninterrupted. Access to the Partner Portal and through it the Test Environment is permitted on a temporary basis. Optum may suspend, withdraw, discontinue or change all or any part of the Partner Portal and/or Test Environment without notice. Optum will not be liable to you if for any reason the Partner Portal and/or Test Environment is unavailable at any time or for any period.
- 2.10. You are responsible for making all arrangements necessary for you to access the Partner Portal and/or Test Environment (including, having access to an internet connection and an appropriate browser).
- 2.11. You are also responsible for ensuring that all persons who access the Partner Portal and/or Test Environment through your internet connection are aware of these Conditions and other applicable terms and conditions, and that they comply with them.
- 2.12. Optum does not guarantee that the Partner Portal will be secure or free from bugs or viruses and you should use your own virus protection software.
- 2.13. You must not misuse the Partner Portal and/or Test Environment by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Partner Portal and/or Test Environment, the server on which the

Partner Portal and/or Test Environment is hosted on any server, computer or database connected to the Partner Portal and/or Test Environment. You must not attack the Partner Portal and/or Test Environment via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offence under the Computer Misuse Act 1990. Optum will report any such breach to the relevant law enforcement authorities and Optum will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Partner Portal and/or Test Environment will cease immediately.

3. THIRD PARTY LINKS AND RESOURCES IN THE PARTNER PORTAL

- 3.1. The Partner Portal may contain links to other websites and resources operated by third parties. These links are provided for your reference only. Optum does not control such websites or resources and are not responsible for their availability or content. The inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators.
- 3.2. Where the Partner Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. Optum has no control over the contents of those sites or resources.
- 3.3. You may link to the Partner Portal, provided you do so in a way that is fair and legal and does not damage Optum's reputation or take advantage of it.
- 3.4. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Optum's part where none exists. The Partner Portal must not be framed on any other site.
- 3.5. Optum reserves the right to withdraw linking permission without notice.
- 3.6. Content and information (if any) provided by third parties (other than Optum or any of its Affiliates) may appear in the Partner Portal and/or Partner Materials. Optum publishes this content as supplied to it and Optum is not responsible for its accuracy or timeliness. You must take appropriate steps to verify this information before acting upon it.

4. GOVERNING TERMS

- 4.1. The Agreement (including these Conditions and any other terms and conditions referred to herein) shall govern your access and use of the Partner Portal, Test Environment and Partner Materials and shall prevail over any inconsistent terms or conditions contained, or referred to, in any business form or other Documents supplied by you, or implied by law, trade custom, practice or course of dealing.
- 4.2. In addition to the terms of the Agreement (including these Conditions), your access and use of the Partner Portal (and through it the Test Environment) is also subject to the 'Legal' section of the Optum website located at <https://www.emishealth.com/legal/> which includes the EMIS Group Privacy Policy (including the cookies policy).
- 4.3. Your standard terms and conditions (if any) attached to, enclosed with or referred to in any Document issued by you or on your behalf shall not govern the contract and/or your access to or use of the Partner Portal (or any Partner Materials).

5. COMMENCEMENT AND DURATION

- 5.1. The Agreement shall commence on the Commencement Date and shall continue in force for the Term unless or until it is terminated pursuant to clause 12 or otherwise in accordance with its terms.

6. PARTNERS' OBLIGATIONS

- 6.1. You shall:
 - 6.1.1. co-operate with Optum in all matters relating to access and use of the Partner Portal and use of the Partner Materials;
 - 6.1.2. provide Optum, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with:
 - 6.1.3. all necessary information required by Optum to determine your eligibility to be enrolled on the Partner Programme (and for Optum to determine which Partner Programme solutions may be suitable for your needs); and
 - 6.1.4. access to information, data and other facilities as may be reasonably required by Optum from time to time,

(and you shall ensure that the same is accurate in all material respects);

- 6.1.5. ensure that the Partner Products are compliant with all applicable laws and all relevant standards or requirements which apply in the United Kingdom;
- 6.1.6. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to your supply of the Partner Products; and
- 6.1.7. not use the Partner Portal and/or Partner Materials other than in accordance with the Agreement and Optum's written instructions or authorisation.

7. FEES AND PAYMENT

- 7.1. Prior to being granted access to the Test Environment, you shall pay the relevant Fee.
- 7.2. If following successful testing of your Partner Product(s) in the Test Environment (as determined by the agreement of both parties acting reasonably) you proceed to submit your Partner Product(s) for assurance you acknowledge that a further Fee will be charged upon Optum's determination (at its discretion based on its assessment of the same against its criteria) that the relevant Partner Product(s) is/are assured under the Partner Programme. Such further Fee shall only permit a maximum of two witness tests being undertaken in respect of the assurance of your Product and any additional witness tests shall be subject to an additional Fee being charged by Optum.
- 7.3. You shall pay each invoice submitted by Optum, in full and in cleared funds (without deduction or set-off) to a bank account nominated in writing by Optum within thirty (30) days of the date of such invoice
- 7.4. All amounts and Fees stated or referred to in the Agreement (including any are exclusive of VAT which Optum shall add to its invoice(s) at the appropriate rate.
- 7.5. Without prejudice to any other right or remedy that it may have available to it, if Partner fails to pay Optum on the due date, Optum may:
 - 7.5.1. charge interest on such sum from the due date for payment at the rate of four percentage points a year above the Bank of England's base rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, and you shall pay the interest immediately on demand (or, at its option, Optum may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998); and/or
 - 7.5.2. suspend the performance of any and all Services (without any liability to the Partner) until payment has been made in full.
- 7.6. Time for payment shall be of the essence of the Agreement.
- 7.7. Notwithstanding any provision in the Agreement to the contrary, all sums payable to Optum under the Agreement shall become due immediately on its termination. This clause 7.7 is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 7.8. Optum may, without prejudice to any other rights it may have, set off any liability of Partner to Optum against any liability of Optum to Partner.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. As between you and Optum, all Intellectual Property Rights and all other rights (including any arising rights) in respect of the Partner Portal (and any content published on it), the Test Environment and Partner Materials shall be owned by Optum.
- 8.2. You will use Optum's Intellectual Property Rights (as licensed under the Agreement) only as permitted by the Partner Programme.

9. CONFIDENTIALITY

- 9.1. Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and which have been disclosed to it by the other party (its employees, agents, consultants or subcontractors) and any other confidential information concerning the other party's business or activities which it may obtain or be exposed to (through the Partner

Portal or other means) under or in its connection with the Agreement (collectively, the “**Confidential Information**”).

- 9.2. The receiving party may disclose such Confidential Information:
- 9.2.1. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such Confidential Information for the purposes of carrying out the receiving party's obligations under the Agreement; and
 - 9.2.2. as may be required by law, court order or any governmental or regulatory authority, provided that the receiving party gives the disclosing party reasonable notice in advance of any disclosure under this clause 9.2.2.
- 9.3. The confidentiality obligations set out in this clause 9 do not apply to any Confidential Information that:
- 9.3.1. the receiving party can demonstrate was in its possession before its receipt from the disclosing party;
 - 9.3.2. is or becomes publicly available through no fault by the receiving party; or
 - 9.3.3. the receiving party rightfully received from a third party without a duty of confidentiality.
- 9.4. The receiving party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses any Confidential Information comply with this clause 9.
- 9.5. The receiving party shall not use any Confidential Information for any purpose other than is necessary for the purposes of the Agreement.
- 9.6. All Partner Materials and the Partner Portal shall, at all times, be and remain the exclusive property of Optum, but shall be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to Optum, and shall not be disposed of or used other than in accordance with Optum's written instructions or authorisation.
- 9.7. You shall not directly or indirectly issue or release any written publicity, marketing collateral or other public announcement, relating in any way to the Agreement or your participation in the Partner Programme, or your relationship with Optum, without the prior written approval of Optum.
- 9.8. The parties acknowledge that either party's breach of this clause 9 would cause the other party irreparable injury for which damages would not be an adequate remedy. Therefore, in the event of such breach, the non-breaching party shall be entitled to extraordinary or injunctive relief in addition to any other remedies it may have.
- 9.9. Each party shall be free to use and disclose:
- 9.9.1. its general ideas, concepts, know-how, methods, techniques or skills existing prior to the Commencement Date; and
 - 9.9.2. general ideas, concepts, know-how, methods, techniques or skills gained or learned during the Term, provided they contain neither:
 - 9.9.2.1. Confidential Information received from the other party; nor
 - 9.9.2.2. Intellectual Property Rights of the other party or an Affiliate of the other party.
- 9.10. Notwithstanding this clause 9 or any other provision of this Agreement:
- 9.10.1. Optum, its Affiliates and its and their partners are continually engaged in research, development and marketing of many ideas, unpublished materials, inventions and products of their own and of others. There is always the possibility of a conflict between your Partner Product(s) and items being developed by Optum, its Affiliate and its and their partners. For this reason, neither this clause 9 nor any other provision of the Agreement shall curtail the ability of Optum, its Affiliates and its and their partners to pursue business interests in any way; and/or
 - 9.10.2. the rights and liabilities arising in relation to your Partner Products are defined solely by the protection available under applicable laws relating to Intellectual Property Rights. Except to the extent that any feature of your Partner Product(s) is protected by an enforceable Intellectual Property Right, Optum, its Affiliates and its and their partners shall be free to use information gained from investigating your application to participate in the Partner Programme (including in relation to the Partner Product(s)). Nothing contained in the Agreement, or the receipt and evaluation of your Partner Product(s) and/or any other

information disclosed by you or on your behalf, shall limit the right of Optum, its Affiliates and its and their partners to contest the validity or infringement of any asserted protection.

- 9.11. Optum, its Affiliates and its and their partners are under no obligation to reveal products, services or projects the same or similar to your Partner Product(s) or to reveal any information learned through investigating your application to participate in the Partner Programme (including investigating the Partner Product(s) submitted by you).
- 9.12. Before participating in the Partner Programme and/or disclosing any information in relation to the Partner Product(s), you should protect your proprietary rights to your own satisfaction. You should discuss any questions regarding the Agreement with a professional advisor of your own choice. Optum, its Affiliates and its and their partners are not responsible for the protection of your idea.

10. LIMITATIONS OF LIABILITY

- 10.1. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PARTNER PROGRAMME IS STRICTLY VOLUNTARY. YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 10, WHICH YOU ACKNOWLEDGES IS A FAIR AND EQUITABLE APPORTIONMENT OF RISK UNDER THE AGREEMENT.
- 10.2. This clause 10 sets out the entire financial liability of Optum (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors), including in respect of:
 - 10.2.1. any breach of the Agreement;
 - 10.2.2. any use made of the Partner Portal and/or Partner Materials or any part of them; and
 - 10.2.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 10.3. Nothing in the Agreement limits or excludes the liability of either party for:
 - 10.3.1. death or personal injury resulting from negligence;
 - 10.3.2. any Losses incurred as a result of fraud or fraudulent misrepresentation; or
 - 10.3.3. any Losses which cannot be limited or excluded pursuant to applicable law.
- 10.4. Subject to clause 10.3, Optum shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any:
 - 10.4.1. loss (whether direct or indirect) of revenue or profits;
 - 10.4.2. loss (whether direct or indirect) of business opportunity;
 - 10.4.3. loss (whether direct or indirect) of goodwill or injury to reputation;
 - 10.4.4. loss (whether direct or indirect) of anticipated savings;
 - 10.4.5. loss (whether direct or indirect) of use;
 - 10.4.6. loss (whether direct or indirect) of, or corruption to, data or information; or
 - 10.4.7. indirect, consequential or special loss or damage,

in each case arising out of or in connection with the Agreement.

- 10.5. Subject to clause 10.3, Optum's (and its Affiliates and sub-contractors) total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, equity, restitution or otherwise arising out of or in connection with the Agreement (and whether Optum knew or should have known the possibility of such damages in respect of all Losses (including under any indemnities)) will be limited to ten thousand pounds (£10,000).

11. DATA PROTECTION

- 11.1. Information and data (including any personal data) collected by Optum about your business (including any individuals) will be treated in accordance with the EMIS Group Privacy referred to in clause 4.2.
- 11.2. You represent that you have permission from all of the applicable individuals to use and disclose any Personal Data and you hereby grant Optum permission to use and disclose such Personal Data for the

purposes of conducting the Partner Programme and performing the Agreement and in accordance with the Agreement and any applicable laws.

- 11.3. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, either party's obligations under:

11.3.1. the Data Protection Legislation; and

11.3.2. the EMIS Group Privacy Policy.

- 11.4. Access to the Partner Portal is provided solely for the purpose of testing and evaluating the Partner Products in conjunction with Optum products and services prior to assurance by Optum. Your use of the Partner Portal is strictly limited to the use of test data only and you must not upload or process any Personal Data (in any format) using the Partner Portal. You are solely responsible for backing up any data you upload or process using the Partner Portal.

12. TERMINATION

- 12.1. You may withdraw from the Partner Programme and terminate the Agreement at any time by notifying Optum in writing. If you withdraw from the Partner Programme no element of the Fees shall be refundable by Optum and you shall immediately become liable to pay to Optum any unpaid Fees due under the Agreement.

- 12.2. Without prejudice to any other rights or remedies which Optum may have, Optum may suspend or terminate your access and use of the Partner Portal, Partner Materials and/or participation in the Partner Programme, in whole or in part, without prior written notice and without any liability to you:

12.2.1. for any breach of the Agreement or any other agreement related to your participation in the Partner Programme;

12.2.2. for any attempt to impair the integrity of the Partner Programme or otherwise bring it into disrepute, as determined by Optum;

12.2.3. for your failure to pay any amount due under the Agreement on the due date for payment;

12.2.4. you suspend, or threaten to suspend, payment of your debts or you are unable to pay your debts as they fall due or you admit inability to pay your debts or (being a company) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

12.2.5. you commence negotiations with all or any class of its creditors with a view to rescheduling any of your debts, or make a proposal for or enters into any compromise or arrangement with your creditors;

12.2.6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Partner;

12.2.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Partner;

12.2.8. a floating charge holder over the assets of the Partner has become entitled to appoint or has appointed an administrative receiver;

12.2.9. a person becomes entitled to appoint a receiver over the assets of the Partner or a receiver is appointed over the assets of the Partner;

12.2.10. a creditor of the Partner attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within fourteen (14) days;

12.2.11. any event occurs, or proceeding is taken, with respect to the Partner in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.2.4 to 12.2.10 (inclusive); or

- 12.2.12. you suspend or cease, or threaten to suspend or cease, to carry on all or a substantial part of your business.
- 12.3. Optum may terminate the Agreement by giving notice in writing if there is a change of control of the Partner (as defined in section 574 of the capital allowances act 2001).
- 12.4. Optum, in its sole discretion, may terminate the Agreement or the Partner Programme in whole or in part, for all participants or for you alone, without cause, upon ten (10) days' notice. Unless otherwise determined by Optum (in its sole discretion), no element of the Fees shall be refundable by Optum.
- 12.5. On termination of the Agreement for any reason:
- 12.5.1. you shall within 10 days of such termination:
 - 12.5.2. remove or permanently delete all copies of any Partner Product(s) and any related data or software uploaded to the Test Environment; and
 - 12.5.3. cease to access and use the Partner Portal and/or Partner Materials;
 - 12.5.4. you shall immediately pay to Optum all of Optum's outstanding unpaid invoices and interest and, in respect of Fees arising but for which no invoice has been submitted, Optum may submit an invoice, which shall be payable immediately on receipt; and
 - 12.5.5. you shall return all Partner Materials and any other Confidential Information (including all copies) disclosed or made available to you under the Agreement. If you fail to do so, then Optum may enter your premises and take possession of them. Until they have been returned or repossessed, you shall be solely responsible for their safe keeping.
- 12.6. Expiry or termination of the Agreement for any reason (whether under the Agreement or otherwise) will:
- 12.6.1. be without prejudice to any obligation or right of either party which has accrued prior to such expiry or termination (or will thereafter accrue in respect of the period before such expiry or termination); and
 - 12.6.2. not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.
- 12.7. Without prejudice to the generality of clause 12.6, the provisions of clauses 8,9,10,11, 12,19 and 24 will survive expiry or termination of the Agreement for any reason.
- 12.8. No element of any fees paid by you to Optum shall be refundable by Optum on termination of the Agreement.

13. CORRUPT GIFTS AND PAYMENTS

- 13.1. The term "**prohibited act**" means offering, giving or agreeing to give to any person employed by or otherwise associated with Optum any gift or consideration of any kind as an inducement or reward for:
- 13.1.1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement;
 - 13.1.2. showing or not showing favour or disfavour to any person in relation to the Agreement;
 - 13.1.3. entering into the Agreement where commission has been paid or has been agreed to be paid by Optum or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to Optum; and includes committing any offence under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010; or
 - 13.1.4. committing any offence under any act creating offences in respect of bribery or fraudulent acts; or at common law, in respect of fraudulent acts in relation to the Agreement or any other related agreement; or defrauding or attempting to defraud Optum.
- 13.2. You shall ensure that you (and any person associated with you in connection with the Agreement) shall refrain from committing, facilitating, encouraging or allowing a prohibited act. You shall be responsible and

directly liable for any such prohibited act carried out by any person associated with you in connection with the Agreement.

14. WARRANTY DISCLAIMER

- 14.1. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, EMIS HEALTH MAKES NO WARRANTIES AND/OR REPRESENTATIONS AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PARTNER PROGRAMME, PARTNER PORTAL AND PARTNER MATERIALS (INCLUDING, ALL INFORMATION, TOOLS, AND OTHER MATERIALS RELATED TO OR PROVIDED UNDER THE AGREEMENT AND/OR THE PARTNER PROGRAMME), EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY, RIGHT OR REMEDY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. YOU UNDERSTAND THAT THE PARTNER PROGRAMME DOES NOT GUARANTEE THAT YOU WILL MAKE ANY SALES OR PROFITS. ALL EMIS HEALTH INFORMATION, THE PARTNER PORTAL AND ANY PROGRAMME MATERIALS ARE PROVIDED "AS IS".
- 14.2. EMIS HEALTH DOES NOT WARRANT THAT THE PARTNER PORTAL AND ANY PARTNER MATERIALS LICENSED UNDER THE AGREEMENT WILL BE ERROR FREE.
- 14.3. EMIS HEALTH USE REASONABLE ENDEAVOURS TO CHECK THE ACCURACY OF INFORMATION PUBLISHED ON THE PARTNER PORTAL AND/OR IN THE PARTNER MATERIALS. EMIS HEALTH DOES NOT WARRANT THAT THE INFORMATION IS FREE FROM ERROR AND YOU ACKNOWLEDGE THAT THE INFORMATION, PRODUCTS AND SERVICES PUBLISHED ON THE PARTNER PORTAL AND/OR IN THE PARTNER MATERIALS MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION. EMIS HEALTH MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE PARTNER PORTAL AND/OR THE PARTNER MATERIALS AT ANY TIME. YOU ARE ADVISED TO REFER TO THE PARTNER PORTAL ON A REGULAR BASIS IN ORDER TO OBTAIN THE LATEST PUBLISHED VERSIONS OF THE PARTNER PORTAL AND PARTNER MATERIALS AND TO ENSURE THAT YOU ARE AWARE OF ANY UPDATES OR CHANGES TO THE SAME.
- 14.4. There are no conditions, warranties, representations or other terms, express or implied, that are binding on Optum. Any condition, warranty, representation or other term concerning the Partner Portal and/or Partner Materials which might otherwise be implied into, or incorporated in, the Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

15. FORCE MAJEURE

Optum shall have no liability 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 strikes, lock-outs or other industrial disputes (whether involving the workforce of Optum or any other party), failure of a utility service or transport network, act of god, epidemics, pandemics, 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 suppliers or subcontractors.

16. VARIATION

- 16.1. Optum may, from time to time and without notice, change the Partner Portal and/or Partner Materials, provided that such changes do not materially and adversely affect the nature, scope of, the Partner Portal and/or Partner Materials.
- 16.2. Optum may, from time to time, amend these Conditions or any other terms of the Agreement by giving you notice in writing (including, by providing notifications on the Portal). If you continue to use the Portal or the Partner Materials following notification of any such variation or update then you will be deemed to have accepted the same and the terms of the Agreement will reflect the revised terms as appropriate. If you do not wish to accept the revised terms then you may (within one month of notice of the variation or update)

give notice to Optum to terminate the Agreement and following termination Optum will refund to you the Fees on a pro rata basis which represents the remaining period of the Term (if any).

- 16.3. Subject to clause 16.1 and clause 16.2, no variation of the Agreement or of any of the Documents referred to hereunder, shall be valid unless it is in writing and signed by or on behalf of each party.

17. WAIVER

- 17.1. A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 17.2. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

18. SEVERANCE

- 18.1. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 18.2. If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. ENTIRE AGREEMENT

- 19.1. The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 19.2. Each party represents and agrees that in entering the Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. The only remedy available to either party for breach of the warranties will be for breach of contract under the terms of the Agreement.
- 19.3. Nothing in this clause 19 shall limit or exclude any liability for fraud.

20. ASSIGNMENT

- 20.1. You shall not, without the prior written consent of Optum, assign, transfer, charge, mortgage, subcontract or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 20.2. Optum may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

21. THIRD PARTY RIGHTS

- 21.1. Each party is acting on its own behalf and not for the benefit of another person.
- 21.2. The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

22. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended, or shall be deemed, to constitute a partnership or joint venture of any kind between the parties, nor constitute either party the agent of the other party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

23. NOTICES

- 23.1. 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 registered office address,

or such other address as may have been notified by that party for such purposes, or (in respect of notices sent by you) by email to uk.contracts@optum.com.

- 23.2. A notice delivered by hand or email shall be deemed to have been received when delivered (or if delivery is not in normal business hours, at 9:00am 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.
- 23.3. All notices sent to Optum shall be marked for the attention of legal counsel.

24. DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION

- 24.1. Any dispute arising out of or in connection with the Agreement (each a “**Dispute**”) shall be referred by either party first to representatives of each of the parties for resolution. If the Dispute cannot be resolved by the relevant representatives of the parties within ten (10) business days after the Dispute has arisen, either party may give notice to the other party in writing (each a “**Notice**”) that a Dispute has arisen. Within ten (10) business days after the date of the Notice, the Dispute shall be referred to a senior executive of each of Optum and Partner for resolution. If the Dispute is not resolved by agreement in writing between the parties within ten (10) business days after the date of the Notice, then each party shall be entitled to pursue such remedies as may be available to it under the Agreement or otherwise at law or in equity. This clause 24 is without prejudice to either party’s right to seek interim relief against the other party (such as injunction) through local courts, as defined herein, to protect its rights and interests, or to enforce the obligations of the other party.
- 24.2. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 24.3. The parties irrevocably agree that the courts of England and Wales shall 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).

25. ELECTRONIC ACCEPTANCE

Where an individual enters into the Agreement for and on behalf of a Partner, by electronically clicking “I accept” or other similar language, that individual acknowledges and agrees on behalf of the Partner entity that: (i) the individual has read these Conditions and the Agreement, (ii) the individual agrees to the terms of the Agreement (including these Conditions) on behalf of the Partner, and (iii) each of the terms and conditions of the Agreement will be binding and enforceable on and against the Partner.