

PARTNER PROGRAMME MASTER SERVICE AGREEMENT

These master terms and conditions (“**Conditions**”) together with any Product Schedules (as defined) entered into under these Conditions and any other Documents (as defined) referenced herein, as may be modified from time to time (collectively, the “**Agreement**”) govern the provision of the Services (as defined) as may be provided by Egton Medical Information Systems Limited (the “**Supplier**”) to the company or entity agreeing to be bound by the Agreement (“**you**”, “**your**” or “**Partner**”) through the agreement of Product Schedules (as defined) in accordance with the ordering process described in these Conditions.

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. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this clause 1 apply in the Agreement.

Additional EXA Services: means any additional services to be delivered by the Supplier to the Partner in accordance with the terms of the Agreement, as detailed in an EXA Services Schedule, including any support, training, EXA Development Services, consultancy or similar services (as agreed between the parties).

Additional EXA Services Output: means any output developed, created and/or delivered to the Partner by the Supplier through the provision of any Additional EXA Services.

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.

Assured: means that the Supplier has assured the relevant Partner Product (pursuant to its standard assurance process as described on the Partner Portal or as otherwise notified by the Supplier to the Partner “**Assurance Process**”) as being capable of interoperating with the relevant Supplier System(s) through use of the relevant Integration Tool(s) and/or interoperating as an Authorised EXA User with the EXA Solution(s) and EXA Environment (and “**Assurance**” shall be construed accordingly).

Authorised EXA Individual: means those users (being employees of the Partner, unless otherwise detailed in the relevant Order Form) authorised to

access and use the relevant EXA Solution(s) in accordance with the terms of the Agreement.

Authorised EXA User: means: (a) an Authorised EXA Individual; and/or (b) any automated process through which the Partner System automatically: (i) submits queries to; and/or (ii) downloads Third Party Data and/or Derived Third Party Data from, the EXA Solution(s), including through an Assured Partner Product.

Business Day: means any day between Monday and Friday (other than any public holiday in England and Wales).

Business Services: means those business services (in addition to the Membership Benefits) as described in the Partner Portal or such description as otherwise provided to you by the Supplier in relation to the sale, marketing and enhanced support of the Partner Product(s) which you may request by submitting a Service Request under the Agreement.

Business Services Schedule: means the schedule, setting out, for the relevant Partner Product, all key commercial details in respect of the Business Services as may be ordered by you using the Service Request in respect of that Partner Product. The schedule shall be substantially in the form set out in Annex 2 to these Conditions.

Commencement Date: means the date from which the Supplier starts to perform its obligations under the Agreement.

Compliance Check: means an annual assurance check that will occur in accordance with the Assurance Process.

Confidential Information: means information (in any format) that falls within any of the following categories:

- (a) it relates to, includes or comprises the existence or terms and conditions (or both) of the Agreement;
- (b) it is Third Party Data;
- (c) it forms part of the Supplier IP or the Partner IP;
- (d) it is marked as “confidential” (or similar);
- (e) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including:
 - i. information concerning a party’s business operations or affairs, including research and development efforts, inventions, drawings, models, trade secrets, know-how, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software, and algorithms;
 - ii. commercially sensitive information such as charges, prices and related financial information concerning the other Party’s business or activities which it may obtain or be exposed to (through the Partner Portal or other means); and
 - iii. similar information of third parties that a party maintains in confidence; and/or
- (f) any combination of the foregoing.

Contract Year: means: (a) a period of 12 months commencing on the Commencement Date; and (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date; provided that the final Contract Year shall end on the termination or expiry of the Term.

Data Controller: has the meaning as defined under the Data Protection Legislation.

Data Protection Legislation: means all applicable data protection and privacy laws in force from time to time in the UK, including the Data Protection Act 2018 (DPA) and UK GDPR (having the meaning given to it in the DPA) (in each case as may be amended or superseded from time to time).

Derived Third Party Data: means any data (including data presented in the form of charts and/or dashboards) which is produced by, or otherwise results from, the Partner’s application of the EXA Solutions in relation to Third Party Data and for the avoidance of doubt, the use, ownership and rights relating to Derived Third Party Data shall be as set out under the relevant Third Party Data Access Agreement.

Documentation: means documents, information, data, schematics, drawings and other material

provided by the Supplier to you, including in relation to the relevant Integration Tool(s), EXA Materials and/or any Services.

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.

Driver: means a software component which enables the Partner Systems to communicate with the relevant EXA Solution(s) and/or the EXA Environment (including, an Open Database Connectivity (ODBC) driver or a Java Database Connectivity (JDBC) driver), which the Partner is required to have in place).

EMIS-X: means the next-generation cloud-based clinical system solutions designed to connect, streamline and transform healthcare delivery.

EMIS-X App Launch: means the application composition platform integration framework that enables a Partner Product to be launched from EMIS-X with single sign-on functionality for authorised End Users, either as an embedded iFrame or in a pop-out browser window.

EMIS-X Authentication: means the service that manages all of the authentication and authorisation for Partner Products and End Users.

EMIS-X Scope(s): means a granular permission used in EMIS-X tokens to define what an End User or Partner Product is allowed to do, by defining the functionality that the Partner Product can access on behalf of an authenticated End User, and are issued as part of the EMIS-X Authentication and authorisation flow for EMIS-X App Launch.

End User: means a third party who is granted the right by you or on your behalf to use the Partner Product(s).

EXA: means EMIS-X Analytics, a division of the Supplier concerned with data analytics, data access, artificial intelligence applications and data driven innovation.

EXA Environment: means the EXA platform, being a secure, cloud based platform for providing analytics services in relation to healthcare data and via which a customer can access and use the EXA Solutions and be provided with EXA Data Access (as may be updated, revised or replaced from time to time).

EXA Data Access: means making the relevant Third Party Data to be available to the Partner through the EXA Environment, as more particularly described in the relevant EXA Services Schedule.

EXA Development Services: means any Additional EXA Services provided by the Supplier to the

Partner specifically involving the Supplier providing software development related services, as more particularly described in the relevant EXA Services Schedule.

EXA Materials: means the EXA Solutions, EXA Environment, EXA Services and any and all Documentation, information and materials provided by the Supplier in relation to the EXA Solution(s), EXA Environment and/or the EXA Services (including, any reports and specifications (as the same may be updated from time to time)).

EXA Services: means as applicable, the provision of the EXA Solution(s), EXA Environment, EXA Data Access, EXA Support Services and/or any Additional EXA Services as more particularly set out in an EXA Services Schedule.

EXA Services Schedule: means the schedule setting out the relevant EXA Services and all key commercial details in respect of the EXA Services as may be ordered by you using the Service Request. The schedule will be substantially in the form set out in Annex 4 to these Conditions.

EXA Solution(s): means the systems, applications and software (which may include a Licenced Driver and/or Explorer) which the Partner receives a licence of under the Agreement, details of which are set out in the applicable EXA Services Schedule, together with any associated EXA Materials provided by the Supplier to the Partner.

EXA Terms: means the specific terms that apply to EXA Services as set out in the relevant EXA Services Schedule.

Explorer: means the Supplier' proprietary software tool which enables a customer to explore, query and visualise Third Party Data (and other data, where permitted by the Supplier) in the EXA Environment through its Authorised EXA Users.

Fair Usage Policy: means the fair usage policy set out in clause 11.

Fees: means (as applicable):

- A. the Membership Fee; and/or
- B. the Product Schedule Fees; and/or
- C. the Assurance fees,

in each case payable by you to the Supplier in accordance with the relevant terms.

iFrame: means the technical means through which Partner webpages (relevant to Assured Partner Product(s)) can be embedded directly inside EMIS-X using the EMIS-X App Launch.

Indexation: means an adjustment to all relevant Fees to reflect the effects of inflation at the relevant Index Rate.

Index Rate: means the % of Indexation to be applied to all relevant Fees, in accordance with the Agreement, which is (a) calculated in December of each calendar year in accordance with the following formula and (b) then applied in respect of all Product Schedules with an Index Year ending between the period commencing on 1 April of the following calendar year and ending on 31 March of the calendar year after that. For example, if the Index Rate for 2023 is 5.3%, this will be applied to all relevant Fees at the end of all Index Year(s) falling between 1 April 2024 and 31 March 2025.

$$\text{New Charges} = \text{Charges} \times (\text{Index d} / \text{Index o})$$

Where:

"Index" means the Retail Prices Index;

"Index d" is the value of the Index published for November in the relevant calendar year where the Index Rate is being calculated; and

"Index o" is the value of Index published for November in the previous calendar year.

Index Year: means, in relation to each Product Schedule either (i) the period starting on the date of the relevant Project Schedule and ending 12 months thereafter or (ii) each 12 month period thereafter.

Initial Term: means a period of three (3) years from the effective date of the relevant Product Schedule.

In-put Materials: means any and all documentation, information and any other materials provided by the Partner under an EXA Services Schedule.

Integration Tool(s): means the proprietary software integration tools, made available by the Supplier as described on the Partner Portal for third party integration with the relevant Supplier Systems (including any substitutes, enhancements, new versions or releases of such software integration tools (including associated Documentation) as notified to you via the Partner Portal or otherwise notified by the Supplier from time to time), in respect of which you may purchase Technical Services under the Agreement

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.

Licenced Driver: means a Driver which the Partner receives a licence to use under an EXA Services Schedule, details of which are set out in the applicable EXA Services Schedule.

Losses: means any claims, demands, actions, proceedings, liabilities, costs (including, court costs and reasonable legal fees), expenses, fines, monetary penalties, losses and/or damages.

Marketing Materials: means all publications, promotional videos, press releases and any other form of marketing materials of any nature and in any format (including electronic formats).

Membership: has the meaning given in clause 3.1.

Membership Benefits: means the Membership benefits which the Supplier makes available as standard and on an annual basis to business partners that the Supplier has accepted as members of the Partner Programme (in consideration of the Membership Fee) as detailed in clause 3.2 (as may be updated from time to time).

Membership Fee: means the annual membership fee as detailed in the Membership Schedule (as may be modified in accordance with the Agreement or as otherwise agreed in writing by the parties).

Membership Schedule: means the schedule under which the Supplier will deliver the Membership Benefits, setting out, all key commercial details in respect of the membership service. The schedule shall be substantially in the form set out in Annex 3 to these Conditions.

MIG Content Model: means the information and/or document specifying the available services, dependencies and requirements for the applicable Services, as may be updated by the Supplier from time to time, including the information at https://www.optumhelpcentre.com/eip?id=mig_content_models.

MIG Partner System: means the relevant integrated Supplier System or third party system, as set out in MIG Content Model.

MIG Site: means a GP Practice, pharmacy or other healthcare or social care site, utilising a MIG Partner System which desires to connect to the relevant Partner Product(s) and/or wishes to share data with the Partner through the Supplier System and which has entered into a data sharing agreement with the Partner, in accordance with the MIG Content Model.

New Materials: means any schema, code, queries, scripts or other materials generated by the Partner through its use of the EXA Solutions and/or EXA Services (excluding any Derived Third Party Data).

Parties: means the parties to the Agreement being you and the Supplier and “**Party**” shall mean one or other of the Parties as applicable, and a reference to a Party includes that Party’s successors and permitted assigns.

Partner IP: means any and all Intellectual Property Rights subsisting in: (a) Partner Systems; (b) the Partner Product(s); (c) In-Put Materials; and/or (d) any New Materials.

Partner Portal: means the websites, tools, Test Environment and web-based applications which as a member of the Partner Programme you are entitled to access and use.

Partner Product(s): means the digital solution(s) described as such in the Service Request (which digital solution(s) must have been previously Assured by the Supplier, either for use in accordance with the relevant Supplier System for which such Partner Product is Assured and/or as an Authorised EXA User to interoperate with the EXA Solution(s)/EXA Environment, in accordance with the requirements of the Partner Programme).

Partner Programme: means the Supplier’s programme for:

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

Partner Systems: means any software, including a Partner Product, which is proprietary to the Partner (and/or its third party licensors) and which is, or will be, used by the Partner in connection with an EXA Services Schedule, which in all cases shall be a system only accessible to and by the employees, agents and other members of staff of the Partner and its Affiliates (unless otherwise detailed in the relevant EXA Services Schedule and/or in accordance with the Assurance of the relevant Partner Product(s)).

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

Product Schedule: means (as applicable) a Business Services Schedule; a Technical Services Schedule; the Membership Schedule and/or an EXA Services Schedule.

Product Schedule Services Term: has the meaning given in clause 2.2.

Product Schedule Fees: means the fees as detailed in the relevant Product Schedule(s) (as may

be modified in accordance with the Agreement or as otherwise agreed in writing by the parties).

Quarter: means each period of 3 months ending on 31 March, 30 June, 30 September and 31 December respectively (and “**Quarterly**” shall be construed accordingly).

Registered Patient: means the number of patients registered at a Site (as determined by reference to the figures provided in respect of the GP Payments system as maintained by NHS Digital (as may be updated or replaced from time to time)) which will be used to calculate the “per patient” charge applicable to the use of the Partner Product at the relevant Site irrespective of the number of patients that are active or engaged with the use of the Partner Product.

Reseller: means a third party who has been granted a right by the Partner to market and/or sell a Partner Product.

Retail Prices Index: means the Retail Prices Index as published by the UK Office for National Statistics from time to time, or failing such publication, such other index as the Supplier (acting reasonably) may determine most closely resembles such index.

Service Request: means the request for Services, available either online via the Partner Portal or as otherwise made available by the Supplier, which you must complete in respect of each Partner Product (including a valid purchase order number, where applicable), and submit either online or as otherwise directed by the Supplier in accordance with the ordering process set out in clause 5.

Services: means (as appropriate):

- A. the Technical Services;
- B. the Business Services;
- C. the EXA Services; and/or
- D. the Membership Benefits.

Site: means a GP Practice, pharmacy or other physical healthcare site, utilising the Supplier System under a licence from the Supplier which desires to connect to the relevant Partner Product(s) and/or wishes to share data with the Partner through the EXA Services.

SQL: means structured query language.

Supplier Assured Partner: means a partner that has successfully completed the Assurance Process.

Supplier IP: means: (a) any and all Intellectual Property Rights subsisting in the Services, Additional EXA Services Output (unless otherwise agreed between the parties in the relevant Order Form), EXA Materials, Integration Tools, Partner Portal, the Test Environment, the Supplier Marks, the Supplier System(s) and/or Documentation; and (b) all technology, skills, knowledge, know-how,

methodologies, models (including, machine-learning models), formulae, concepts, techniques, inventions and processes in any of the foregoing or otherwise which are owned or controlled by the Supplier before the date of the Agreement and/or created by the Supplier during the Term.

Supplier Learn: means the Supplier’s software applications and platforms which it may make available to users from time to time as part of a digital learning platform.

Supplier Marks: means the Supplier System ‘Assured’ or other logo mark(s) as notified in writing by the Supplier to you from time to time.

Supplier System(s): means the (relevant) the Supplier healthcare IT system within the scope of the Partner Programme and in relation to the relevant Technical Services means the Supplier System described in the relevant Technical Services Schedule.

Technical Services: means the licensing of the relevant Integration Tool(s) (as defined) and the provision of those technical services as described in the Partner Portal or such description as otherwise provided to you by the Supplier, in relation to the support and maintenance of the relevant Integration Tool(s), which you may request by submitting a Service Request under the Agreement.

Technical Services Schedule: means the schedule, setting out, for the relevant Partner Product, all key commercial details in respect of each separate Technical Service ordered in respect of that Partner Product and the description of the Technical Services in respect of each Integration Tool ordered by you using the Service Request for that Partner Product. The schedule shall be substantially in the form set out in Annex 1 to these Conditions. For the avoidance of doubt each Technical Services Schedule may include Technical Services for one or more Integration Tools.

Term: means the period during which the Agreement is in force in accordance with its terms.

Territory: means the United Kingdom of Great Britain and Northern Ireland unless agreed otherwise in the relevant Product Schedule.

Test Environment: means the IT test environment provided by the Supplier for use in the testing and evaluation of the Partner Products in conjunction with the Supplier products and services.

Third Party Data: means any data (including Personal Data) which is provided by a Third Party Data Controller and which the Supplier facilitates the Partner’s access to via the EXA Environment, as further described in the relevant EXA Services Schedule.

Third Party Data Access Agreement: means the agreement between the Partner and relevant Third Party Data Controller, concerning the Partner's rights and obligations in relation to accessing and using the relevant Third Party Data.

Third Party Data Controller: means an organisation who is: (a) a user of an the Supplier clinical system; and (b) a Data Controller in respect of the Third-Party Data.

Third Party Data Purpose: means any purpose agreed between a Partner and relevant Third Party Data Controller in relation to the Partner's use of the Third Party Data, as set out under the relevant Third Party Data Access Agreement.

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

- 1.2. Clause, annex or other 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. TERM

- 2.1. **Agreement Term:** The Agreement shall commence on the Commencement Date and shall (subject to any earlier termination pursuant to clause 19) continue unless or until expiry or termination of the later of:
 - 2.1.1. your Membership; or
 - 2.1.2. the last remaining Product Schedule in force entered into under the Agreement.
- 2.2. **Product Schedule Services Term:** Unless the Parties expressly agree otherwise in a Product Schedule, the term of all Services (irrespective of when provided under the Agreement) shall commence on the date stated in the relevant Product Schedule, and subject to any earlier termination of the Agreement or an individual Product Schedule, continue for the Initial Term (or, where applicable, the remainder of the Initial Term) and thereafter shall automatically renew on an annual basis (each a "**Renewal Term**"), subject to your continued payment of the relevant Fees, unless and until:
 - 2.2.1. the Agreement or relevant Product Schedule(s) is terminated by either party by giving not less than three (3) months' notice in writing to the other party, such notice to expire at the end of the Initial Term or Renewal Term (as appropriate); or
 - 2.2.2. termination or expiry of the Agreement or relevant Product Schedule(s) in accordance with its terms,(the "**Product Schedule Services Term**").

3. MEMBERSHIP

- 3.1. Subject to your compliance with these Conditions, your entering into a Membership Schedule and in consideration of your continued payment of the annual Membership Fee promptly in advance on or prior to the Commencement Date (and each subsequent anniversary of the Commencement Date), you shall be entitled to membership of the Partner Programme ("**Membership**") and to receive the Membership Benefits on an annual basis.
- 3.2. The Membership Benefits will comprise a variety of services (as may be updated or revised by the Supplier from time to time) and which may (at the Supplier's discretion) include any or all of the following:
 - 3.2.1. access to a nominated account manager;
 - 3.2.2. selected marketing and promotional activity; and
 - 3.2.3. access to the Supplier Learn (online training platform).Further information can be found on our dedicated website:
<https://www.emishealth.com/partners>
- 3.3. You will need to enter into a Membership Schedule in order to secure access to the Membership Benefits.

4. ASSURANCE AND RE-TESTING

- 4.1. For the purposes of this clause 4, the Assurance process shall follow the Supplier's standard Assurance process, a copy of which is available upon request. By entering into the Agreement, you agree that you have followed the Assurance process and paid all Assurance fees due to the Supplier. To the extent that any Assurance fees remain outstanding at the point of entering into the Agreement, the Assurance fees shall be payable in accordance with clause 13 and the Technical Services Schedule.
- 4.2. Each Assured Partner Product shall, subject to clauses 4.3 and 4.4 and sub-clause 9.1.17 and any Compliance Checks, remain Assured until termination of the Agreement.
- 4.3. At any time, the Supplier may require you to re-test an Assured Partner Product(s) in accordance with the terms set out in the Assurance process, Agreement and the relevant Technical Services Schedule. Such re-tests shall be required by the Supplier at least every 3 Contract Years. the Supplier may at such time charge you an Assurance fee (charged in accordance with the Supplier's standard fees at such time), in relation to the re-testing process.
- 4.4. Notwithstanding clause 4.3, if:
 - 4.4.1. you make any material changes to an Assured Partner Product (including any change that may result in a material increase in the use of the Partner Product and/or the relevant Integration Tool(s)); or
 - 4.4.2. you undergo a change in control (as that term is defined under the definition of Affiliate) during the Term,

then you will promptly inform the Supplier and the Supplier will then have an option to require that the relevant Partner Product(s) be re-tested so as to maintain its Assurance. the Supplier may at such time charge you an Assurance fee (charged in accordance with the Supplier's standard fees at such time), in relation to the re-Assurance process. the Supplier may from time to time, require you to certify that no material changes have been made to your Assured Partner Product and/or that you have not undergone a change in control.
- 4.5. If, at any time during the Agreement,
 - 4.5.1. you are required to re-Assure; and

- 4.5.2. you fail to do so by the relevant deadline as set out in the Assurance Process, or as otherwise notified to you by the Supplier in accordance with the Agreement,

then in addition to any other rights under the Agreement, the Supplier reserves the right to charge you additional Fees associated with this failure (charged in accordance with the Supplier's standard fees at such time).

- 4.6. If, at any time during the Agreement, the relevant Partner Product ceases to be Assured then the Supplier will no longer enable or support interoperability with the relevant Integration Tool(s) and through it the relevant Supplier System, unless or until the relevant Partner Product has been re-Assured. the Supplier also reserves the right the cease the provision of any Business Services, Technical Services and/or EXA Services in such circumstances.

5. ORDERING PROCESS

- 5.1. From time to time during the Term, you may by submitting a Service Request to us request, in respect of a particular Partner Product:
 - 5.1.1. Technical Services in respect of the relevant Integration Tool(s) (as specified by you in the Service Request); and/or
 - 5.1.2. Business Services; and/or
 - 5.1.3. EXA Services.

For the avoidance of doubt, each Partner Product will require a separate Product Schedule setting out details of the Technical Services and/or Business Services procured in relation to that particular Partner Product.
- 5.2. Each submitted Service Request (or application for Membership) is subject to validation and acceptance by the Supplier (at its sole discretion). the Supplier is under no obligation to provide Services to you. You acknowledge that the provision of Technical Services for a Partner Product may be subject to certain conditions identified during the Assurance process and that these conditions, where specified in the relevant Technical Services Schedule, shall apply to the Supplier's provision of the Technical Services for that Partner Product issued to you under clause 5.3.
- 5.3. Where you submit a Service Request (or application for Membership) and this is accepted by the Supplier, a Product Schedule will be issued to you setting out details of the relevant EXA Services, Technical Services and/or Business Services or Membership Benefits as applicable.

- 5.4. Each Product Schedule once signed by both Parties shall form part of the Agreement. A Product Schedule shall not amend these Conditions (unless explicitly agreed therein). In the event of a conflict or ambiguity between the terms of a Product Schedule and these Conditions, these Conditions shall prevail.
- 5.5. A Product Schedule shall not commit the Supplier to provide EXA Services, Technical Services, Business Services and/or Membership Benefits (as applicable) nor bind either Party in any way whatsoever unless and until signed by both Parties.
- 5.6. The Agreement shall govern your access to, and use of, the relevant Integration Tools, EXA Services, Technical Services, Business Services and Membership Benefits 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.
- 5.7. 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 Agreement, your access to or use of the Integration Tool(s), EXA Solutions, EXA Environment and/or any EXA Services Technical Services, Business Services and/or Membership Benefits (as applicable).

6. TECHNICAL SERVICES AND EXA SERVICES

- 6.1. In consideration of your payment of the Fees to the Supplier, and upon both Parties signing a Technical Services Schedule, and subject to clause 6.4, the Supplier grants to you, on and subject to the terms of the Agreement, a non-exclusive, non-transferable, revocable and limited licence within the Territory and during the Product Schedule Services Term to:
 - 6.1.1. access and use the Integration Tool(s) specified in that Technical Services Schedule solely:
 - 6.1.1.1. in accordance with the terms of the Agreement and subject to any conditions of access or use as stated in the relevant Technical Services Schedule, and for the purpose of enabling you to design, develop, configure and test the relevant Partner Product in order to enable the Partner Product to interoperate with the relevant Supplier System for which such Partner Product is Assured, all as specified in the relevant Technical Services Schedule; and

- 6.1.1.2. in accordance with any instructions issued by the Supplier from time to time (including as set out in the Partner Portal, Test Environment and/or Documentation);
 - 6.1.2. use the Documentation as strictly necessary for use of the Integration Tool(s) in accordance with the Agreement; and
 - 6.1.3. market and promote Partner Product(s) (which have been Assured under the Partner Programme), whether by you or on your behalf in accordance with these Conditions, as being “the Supplier assured products” but only in relation to the Supplier System(s) for which Assurance has been granted as specified in the relevant Technical Services Schedule and in accordance with any branding guidelines (as updated from time to time) provided by the Supplier.
- 6.2. In consideration of your payment of the Fees to the Supplier, and upon both Parties signing an EXA Services Schedule, and subject to clause 6.3 and clause 6.4, the Supplier grants to you, strictly for the purposes of exercising your rights and meeting your obligations under the Agreement (as detailed in the relevant EXA Services Schedule(s)), a non-exclusive, non-transferable, limited, personal and revocable (in accordance with the terms of the Agreement only) right during the term of the relevant EXA Services Schedule to access and use:
 - 6.2.1. the EXA Environment; and
 - 6.2.2. the EXA Solutions,in the manner contemplated in the Agreement and, in each case, for the relevant Partner Product.
- 6.3. The Partner may only exercise the rights granted to it by virtue of clause 6.2 through the Authorised EXA Users and/or in accordance with the relevant Partner Product's Assurance.
- 6.4. Any licence granted pursuant to clause 6.1 or clause 6.2 is strictly conditional on the relevant Partner Product remaining Assured at all times in accordance with the terms of the Agreement. If for any reason the relevant Partner Product loses its Assurance then any licences granted pursuant to clause 6.1 and/or clause 6.2 is in respect of that Partner Product shall automatically and immediately terminate (without the requirement for the Supplier to notify you).
- 6.5. You may only use Technical Services and/or EXA Services for the purposes for which your

Partner Product is Assured (as specified in the Technical Services Schedule and/or EXA Services Schedule, as appropriate).

6.6. Following the grant of an Integration Tool(s) licence under clause 6.1:

6.6.1. the Supplier will deploy the relevant licensed Integration Tool(s) to those GP practices who:

6.6.1.1. have purchased the relevant Partner Product (whether directly from you or via a Reseller); and

6.6.1.2. are currently using the relevant Supplier System for which the relevant Partner Product is Assured; and

6.6.2. following the deployment by the Supplier under sub-clause 6.6.1, you will activate the relevant Partner Product to integrate it with the relevant Supplier System via the deployed Integration Tool(s).

6.7. Except as expressly set out in the Agreement or as permitted by any applicable law which cannot be excluded, you shall not, and you shall not permit any third party (including, any Reseller) or Authorised User to:

6.7.1. copy the Integration Tool(s) and/or the EXA Materials (the parties acknowledge that the Partner's right to copy any Third Party Data is subject to the Partner obtaining any necessary separate permissions);

6.7.2. rent, lease, sub-license, assign, sell, transfer, loan, charge or otherwise deal in or encumber any element of the Integration Tools and/or EXA Materials or use the Integration Tool(s) and/or EXA Materials on behalf of any third party or make available the same to any third party;

6.7.3. translate, merge, adapt or otherwise make alterations to, or modifications of, the whole or any part of the Integration Tool(s) or EXA Materials nor permit the Integration Tool(s) or EXA Materials or any part of them to be combined with, or become incorporated in, any other programs (save as expressly provided for by the Agreement);

6.7.4. disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Integration Tool(s) or EXA Materials nor attempt to do any such things; and/or

6.7.5. provide, sub-licence, share or otherwise make available, the Integration Tool(s) or

EXA Materials in any form, in whole or in part (including, program listings, object and source program listings, object code and source code) to any person.

6.8. You may not use nor permit the use of the Integration Tool(s) or EXA Materials:

6.8.1. 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 the Supplier's reputation; or

6.8.2. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

6.9. the Supplier does not guarantee that access to and use of the Integration Tool(s) and through it the relevant Supplier System and/or the EXA Materials will always be available or be uninterrupted. the Supplier will not be liable to you if for any reason the Integration Tool(s) and through it the relevant Supplier System and/or EXA Materials are unavailable at any time or for any period. The EXA Solutions, EXA Environment and EXA Services are provided by the Supplier on an 'as is' and 'as available' basis, with any and all faults as may be present.

6.10. You are responsible for making all arrangements necessary for you to access the Integration Tool(s) and through it the relevant Supplier System (including, having access to an internet connection and an appropriate browser).

6.11. the Supplier does not guarantee that the Integration Tool(s) and/or EXA Materials and through it the relevant Supplier System will be secure or free from bugs or viruses and you should use your own virus protection software.

6.12. You must not:

6.12.1. misuse the EXA Materials or Integration Tool(s), and through it the relevant Supplier System, by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

6.12.2. attempt to gain unauthorised access to the EXA Materials or Integration Tool(s), and through it the relevant Supplier System, the server(s) on which the EXA Materials and/or Integration Tool(s) and through it the relevant Supplier System is hosted or any server, computer or database connected to the EXA Materials or

Integration Tool(s), and through it the relevant Supplier System; and/or

- 6.12.3. attack the EXA Materials and/or Integration Tool(s), and through it the relevant Supplier System, 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. the Supplier will report any such breach to the relevant law enforcement authorities and the Supplier will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the EXA Materials and/or Integration Tool(s), and through it the relevant Supplier System, will cease immediately.

- 6.13. the Supplier consents to use of the Integration Tools as set out in the Agreement and confirms that there are no further licenses required for an End User's use of the Integration Tools to enable interoperability between the relevant Supplier System and the Assured Partner Product.

- 6.14. the Supplier shall, during the relevant Product Schedule Services Term, use its reasonable endeavours to:

6.14.1. handle receipt, analysis and reporting of reported faults in the operation of the relevant Integration Tool(s);

6.14.2. correct faults (identified to be of a generic nature) in respect of the relevant Integration Tool(s) via the Supplier's software patch distribution process; and

6.14.3. issue software updates to the core elements of the relevant Integration Tool(s) (which will be distributed via the Supplier's software patch process).

- 6.15. You are solely responsible for providing training to End Users in respect of the Partner Product(s).

- 6.16. Your use of, and access to, the EXA Environment, EXA Solutions and/or EXA Services shall also be subject to the EXA Terms.

7. LICENCE TO USE SUPPLIER MARKS

- 7.1. You acknowledge that the Supplier is the proprietor of the Supplier Marks. You agree and acknowledge that all rights in the Supplier Marks shall remain with the Supplier and that you will acquire no right in the Supplier Marks by virtue of discharge of your obligations under

the Agreement except the right to use the Supplier Marks during the Term as expressly provided under this clause 7.

- 7.2. The Supplier grants to you, subject to the terms of the Agreement, a non-exclusive, revocable licence in the Territory to use the Supplier Marks on or in relation to your business and/or the Partner Products solely to the extent reasonably required by you in connection with the marketing and promotion of the Partner Product(s) in the Territory pursuant to clause 6.1.3.

- 7.3. You shall not grant sub-licences of the Supplier Marks under this clause 7, save to a Reseller properly appointed pursuant to clause 9.3.

- 7.4. Use of the Supplier Marks by you or on your behalf in or in connection with your business and/or the Partner Product(s) or in any Marketing Materials for any purpose is subject to the Supplier's prior written approval and is conditional on your compliance with the standards of quality, design and presentation communicated by the Supplier as part of any approval given. You shall comply promptly with any directions given by the Supplier in relation to the use of the Supplier Marks including in relation to the use of the Supplier Marks in relation to any Marketing Materials.

- 7.5. Any goodwill derived from your use or use on your behalf of the Supplier Marks shall accrue to the Supplier. the Supplier may, at any time, require you to enter into an instrument confirming the assignment of that goodwill and you shall promptly execute such an instrument following such a request and you shall procure that any relevant third party, including any Reseller, shall promptly execute any such instrument.

- 7.6. You shall not (and shall procure that any Reseller shall not):

7.6.1. do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Supplier Marks or the reputation or goodwill associated with the Supplier Marks, the Supplier and/or any Affiliate of the Supplier, or that may invalidate or jeopardise any registration of the Supplier Marks;

7.6.2. use in your business any other trade mark confusingly similar to the Supplier Marks and shall not use the Supplier Marks or any word confusingly similar to the Supplier Marks as, or as part of, your corporate or trading name; and/or

- 7.6.3. apply for, or obtain, registration of the Supplier Marks for any goods or services in any country.
- 7.7. You shall immediately notify the Supplier in writing giving full particulars if any of the following matters come to your attention:
 - 7.7.1. any actual, suspected or threatened infringement of the Supplier Marks;
 - 7.7.2. any actual or threatened claim that the Supplier Marks is invalid;
 - 7.7.3. any actual or threatened opposition to the Supplier Marks;
 - 7.7.4. any claim made or threatened that use of the Supplier Marks infringes the rights of any third party;
 - 7.7.5. any person applies for, or is granted, a registered trade mark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to you under the Agreement; or
 - 7.7.6. any other form of attack, charge or claim to which the Supplier Marks may be subject.
- 7.8. the Supplier reserves the right to terminate the licence granted under clause 7.2 at any time by giving you notice in writing. Upon such notice you shall immediately cease using the Supplier Marks and remove them from any websites, marketing or any other materials (whether electronic or hard copy) where the Supplier Marks appear.

8. THE SUPPLIER OBLIGATIONS

- 8.1. the Supplier shall use its reasonable endeavours to:
 - 8.1.1. make the relevant Integration Tool(s) available to you as soon as reasonably practicable following the effective date of the relevant Technical Services Schedule;
 - 8.1.2. deliver the EXA Services in accordance (in all material respects) with the terms of the Agreement;
 - 8.1.3. provide such Documentation as the Supplier, acting reasonably, deems necessary for you to be able to exercise the rights licensed pursuant to clause 6, and for the avoidance of any doubt all such Documentation provided by the Supplier is proprietary to and the Confidential Information of the Supplier;
 - 8.1.4. inform you as soon as reasonably practicable through publication via the

Partner Portal (or as otherwise notified by the Supplier from time to time) of any changes (including additions or other enhancements) to the Integration Tool(s) and/or EXA Solution(s) or EXA Environment that is likely to have a material effect on the operation, cost or performance of the relevant Integration Tool(s) and/or EXA Solutions or EXA Environment, as appropriate;

- 8.1.5. ensure that any substitute Integration Tool(s) and/or EXA Solution(s)/EXA Environment which the Supplier may (at its sole discretion) deploy from time to time, will fulfil substantially the same function as that which it replaces and that any such substitute Integration Tool(s) and/or EXA Solution(s)/EXA Environment will maintain interoperability between your Partner Product(s) and the relevant Supplier System without any materially detrimental impact on the functionality of the Partner Product(s) when used with the relevant Integration Tool(s);
- 8.1.6. in respect of any material changes to the functionality of the relevant Integration Tool(s) and/or EXA Solution(s)/EXA Environment as may be introduced by the Supplier from time to time, provide at the Supplier's cost such additional or replacement Documentation or training as the Supplier (acting reasonably) deems necessary;
- 8.1.7. provide the Services with reasonable skill and care;
- 8.1.8. notify you of any exercise of the Supplier's immediate right of termination and/or suspension after it has occurred;
- 8.1.9. provide the Business Services as detailed in the relevant Business Services Schedule; and/or
- 8.1.10. provide the Technical Services as detailed in clause 6 and the relevant Technical Services Schedule.

9. PARTNER OBLIGATIONS

- 9.1. You shall:
 - 9.1.1. use the Integration Tool(s) in accordance with these Conditions and the terms of the relevant Technical Services Schedule;
 - 9.1.2. use the EXA Materials in accordance with these Conditions and the terms of the relevant EXA Services Schedule (including the EXA Terms);

9.1.3. provide the Supplier, its agents, subcontractors and employees, in a timely manner and at no cost, all necessary:

9.1.3.1. cooperation in relation to the Agreement (including each Product Schedule); and

9.1.3.2. such information as the Supplier may reasonably require, in order to comply with its obligations under the Agreement (including each Product Schedule), including, where relevant, security access information and software interfaces to your other business applications (and you shall ensure that the same is accurate in all material respects);

9.1.4. following receipt of a copy of the relevant Integration Tool(s), use your reasonable endeavours to configure and integrate the relevant Partner Product(s) to interoperate with the relevant Supplier System via the relevant Integration Tool(s);

9.1.5. faithfully reproduce any proprietary notice(s) of the Supplier on all copies made of the Integration Tool(s) and/or EXA Materials (including, any Documentation);

9.1.6. not alter, obscure, remove, conceal or otherwise interfere with any proprietary notice(s) of the Supplier in respect of the relevant Integration Tool(s) and/or EXA Materials (including, the Documentation);

9.1.7. supervise and control use of the Integration Tool(s) and EXA Materials to ensure such use is in accordance with the terms of these Conditions and the relevant Technical Services Schedule or EXA Services Schedule, as appropriate;

9.1.8. not hold yourself out to be the author or developer of any of the Integration Tool(s) and/or Supplier System(s) and/or EXA Materials;

9.1.9. not incur any liability on behalf of the Supplier or in any way pledge or purport to pledge the Supplier's credit or purport to make any contract binding upon the Supplier;

9.1.10. promptly notify the Supplier if you become aware of any: (i) improper, unauthorised or wrongful use of the Integration Tool(s) and/or Supplier Systems and/or EXA Materials or any of the Supplier's Intellectual Property

Rights; or (ii) clinical risk attributable to the Integration Tool(s), EXA Materials or Partner Product(s); or (iii) faults or errors regarding the Integration Tool(s) and/or EXA Materials;

9.1.11. use reasonable endeavours promptly to bring to the attention of the Supplier any information received by you which is likely to be of interest, use or benefit to the Supplier in relation to the marketing and/or support of the Integration Tool(s), EXA Materials and/or Supplier Systems;

9.1.12. keep accurate, complete and up to date books of account and records showing clearly your compliance with your obligations under the Agreement;

9.1.13. ensure that the Partner Products are compliant with all applicable laws and all relevant standards or requirements which apply in the Territory;

9.1.14. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to: (i) your supply of the Partner Product and/or Partner Systems: (ii) your receipt of the EXA Services, including use of the EXA Environment and relevant EXA Solution(s) (iii) the use by the Supplier of any In-put Material(s); and/or (iv) the use by the Supplier of any of the Partner's equipment;

9.1.15. not use Integration Tool(s) and/or EXA Materials other than in accordance with the Agreement (including, in particular, ensuring that you only use the relevant Integration Tool(s) and/or EXA Materials for the purposes for which the relevant Partner Product(s) have been Assured as detailed in the relevant Technical Service Schedule(s) and/or EXA Service Schedule(s)) and the Supplier's written instructions or authorisation;

9.1.16. comply with its obligations under the Data Protection Legislation and all other applicable laws and regulations with respect to its activities under or in connection with the Agreement;

9.1.17. ensure that if any Integration Tool(s) and/or EXA Materials are updated or replaced (as published on the Partner Portal or otherwise notified to you by the Supplier from time to time) that you: (i) make (as soon as reasonably practicable) such

consequential modifications (if any) as are necessary within the relevant Partner Product(s) such that they continue to interoperate with the Supplier System(s) via the applicable Integration Tool(s) and/or work with the EXA Materials; and (ii) comply with any Assurance conditions set out in the relevant Technical Services Schedule and/or EXA Services Schedule. If you fail to comply with this sub-clause in a timely manner then the Supplier may notify you (and may also choose to notify relevant GP practices) in writing of your non-compliance, and if you fail to rectify such non-compliance within 14 days of such notice then the Supplier may immediately revoke the relevant Partner Product(s) Assurance without further notice to you or the relevant GP Practices and your continued use of the relevant Integration Tool(s) and/or EXA Materials shall, in accordance with clause 6.2 be unlicensed use and in breach of the Agreement;

9.1.18. escalate any support requests to the Supplier;

9.1.19. at all times act reasonably and in good faith in all dealings with End Users (including with respect to statements made to End Users concerning the Supplier, the Integration Tool(s), EXA Materials and/or the Supplier System);

9.1.20. not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Supplier's reputation or goodwill and standing with End Users or any other party or bring the Supplier' name into disrepute in any way; and

9.1.21. not describe any product as being Assured if it fails the Assurance process or if the relevant Partner Product has its Assurance revoked or suspended for any reason.

9.2. the Supplier shall refer any Partner Product support related queries it receives to you for resolution and you shall promptly and professionally resolve such queries.

9.3. You may permit a Reseller to market, sell or otherwise provide the Partner Product to End Users or potential End Users, provided that:

9.3.1. you notify the Supplier in writing, providing the name and details of the Reseller;

9.3.2. on request, you provide such information and documents (including, your contract with the Reseller) as the Supplier may reasonably require to evaluate your relationship with the Reseller;

9.3.3. you shall procure, by entering into an appropriate contractual agreement with the Reseller, that the Reseller complies with the terms of the Agreement and in particular clause 6, clause 7, clause 15 and clause 16 of the Agreement (for the avoidance of doubt this shall not form an agreement between the Supplier and the Reseller);

9.3.4. you remain responsible and liable to the Supplier for any act or omission of the Reseller (as if it were your act or omission);

9.3.5. you must immediately notify the Supplier upon becoming aware of any non-compliance with the terms of its agreement with you (including, those terms which reflect the term and conditions of the Agreement) by the Reseller; and/or

9.3.6. in the event:

9.3.6.1. any act or omission of the Reseller causes you to breach the terms of the Agreement; and/or

9.3.6.2. in the Supplier's opinion, any act and/or omission of a Reseller is bringing, or could potentially bring, the Supplier's reputation or name into disrepute;

you shall, at the Supplier's instruction, promptly terminate, or suspend for such time as the Supplier may reasonably determine, the Reseller's right to market, sell or provide the Partner Product as interoperating with Supplier System(s) to End Users or potential End Users and undertake such other acts as the Supplier may reasonably require to mitigate any adverse effects of the Reseller's non-compliance, acts and/or omissions.

9.4. Resellers shall only be permitted to resell the Partner Product and, for the avoidance of doubt;

9.4.1. Resellers shall have no access, nor be entitled to use, the Integration Tool(s); and

9.4.2. you shall have no right to sub-licence the Integration Tool(s) to any Reseller (or otherwise).

9.5. No Reseller shall become a Member nor be entitled to receive the Membership Benefits, nor entitled to receive any Services under the Agreement.

9.6. Clauses 9.3 to 9.5 (inclusive) shall be without prejudice to your obligation to comply with the Agreement, or any part thereof.

10. PARTNER PRODUCT INSTALLATION & THE SUPPLIER CONFIGURATION

10.1. You are responsible for installing and supporting the Partner Product(s) at the sites of the relevant End User(s) (in accordance with the contractual terms agreed between you and such End User(s)).

10.2. Should a Partner Product require the Supplier to configure the relevant Supplier System (as used by an End User) in order to allow the Partner Product to interoperate with the Supplier System (and this was notified to, and agreed in writing by, the Supplier during the Assurance process) then you shall notify the Supplier not less than thirty (30) days before the date of installation of such Partner Product at such End User site in order to allow the Supplier sufficient time to carry out any agreed configuration work. For the avoidance of doubt the Supplier will not perform such configuration unless the relevant End User is a current and valid licensee of the applicable Supplier System.

10.3. The Partner is solely responsible for ensuring that End User configuration and access to the EMIS-X Scope(s) are adequately protected within the Partner Product. This includes implementing appropriate authentication and authorisation controls, preventing unauthorised use of issued access tokens, and ensuring that only appropriately authorised end users can exercise the permissions granted by the EMIS-X Scope(s).

10.4. End User roles or permissions that are managed within the Partner Product, must be aligned to the authorised EMIS-X Scope(s) and reviewed regularly to prevent excessive or inappropriate access. These permissions must be set in conjunction with the customers requirements.

10.5. If the Partner Product grants an End User access to EMIS-X Scope(s) beyond those authorised by the End User, this shall constitute a configuration error for which the Partner is solely responsible. The Partner shall hold the

Supplier harmless and bear all associated liability, including all costs, arising from such unauthorised access.

10.6. If at any time you are in default in the performance or observance of any of your obligations under the Agreement (including any Technical Services Schedule and/or EXA Services Schedule) the Supplier shall be entitled, for so long as such default continues (but without prejudice to any of its other rights under the Agreement), to withhold configuration work for any and all End User sites. the Supplier will endeavour to give you advance notice of the default in question and a period of ten (10) days to remedy such default before suspending any configuration work.

11. FAIR USAGE POLICY

11.1. Use of the Integration Tool(s) and/or EXA Materials is conditional on compliance (by you and/or any End User(s)) with the following obligations (the “Fair Use Policy”):

11.1.1. the Integration Tool(s) and/or EXA Materials will be used only for the purposes for which the relevant Partner Product is Assured as detailed in the ‘Description of Assured functionality’ field within the relevant Technical Services Schedule or EXA Services Schedule (as appropriate), unless otherwise agreed in writing by the Supplier;

11.1.2. the Integration Tool(s) and/or EXA Materials will not be used to facilitate bulk processing of data into any Supplier System, in particular bulk uploading of attachments or documents, without prior, written agreement from the Supplier, where such activities were not expressly provided for in the ‘Description of Assured functionality’ field within the Technical Services Schedule and/or EXA Services Schedule (and for which your Partner Product has been Assured);

11.1.3. Partner Product(s) must not (effectively) cause a denial of service for other users or other partner’s products using the relevant Integration Tool(s) and/or the EXA Materials through excessive, prolonged and/or continual usage;

11.1.4. Integration Tool(s) or EXA Materials access must not be sublicensed or shared with any third party, regardless of purpose;

- 11.1.5. files containing viruses, corrupted files, or any other similar software or programmes must not be transmitted or uploaded using the Integration Tool(s) and/or EXA Materials;
- 11.1.6. Integration Tool(s) and/or EXA Materials must not be used for the purposes of, or in support of, testing your Partner Product(s) or any other form of testing of any kind without the Supplier' prior written approval;
- 11.1.7. functionality of an Integration Tool and/or the EXA Materials (including making any additional requests for data) must not be used without prior, written agreement from the Supplier, where use of such functionality or such activities is not expressly provided for in the 'Description of Assured functionality' field within the Technical Services Schedule and/or EXA Services Schedule (and for which your Partner Product has been Assured);
- 11.1.8. there must be no attempts to interfere with, disrupt, or disable any features of the relevant Integration Tool(s) and/or EXA Materials; and
- 11.1.9. you must not use the EXA Materials in a manner which (in the Supplier' reasonable opinion) is excessive and/or puts any undue strain on the EXA Environment, for instance: placing a large, unnecessary 'cross join' ("excessive engine load") and/or submitting very large number of queries in a short period time ("excessive querying").
- 11.2. The EXA Environment and EXA Solutions can safely accommodate only a certain number of concurrent SQL queries being run at any one time (both in respect of a single Authorised EXA User and for all Authorised EXA Users for all customers using the EXA Environment and EXA Solutions at any one time). As such, the Partner agrees and acknowledges that SQL queries run by its Authorised EXA Users may be queued and run at a later time to protect the integrity of the EXA Environment and EXA Solutions and ensure that they do not become overburdened. All queued SQL queries will be processed as soon as reasonably practicable in line with the time the SQL query is submitted and the capacity of, and demand upon, the EXA Environment and EXA Solutions.
- 11.3. Without prejudice to any other rights available to it, if the Supplier (acting reasonably) identifies any actual or apparent breach of the

Fair Use Policy then the Supplier may immediately (and where necessary without notice) suspend access to the relevant Integration Tool(s) and/or EXA Materials pending an investigation into, and satisfactory (to the Supplier) resolution to, the same.

- 11.4. The parties acknowledge that any restrictions regarding the Partner's use of the Third Party Data and/or Derived Third Party Data (including the relevant Third Party Data Purposes(s)) shall be governed by the terms of the relevant Third Party Data Access Agreement.

12. INTEGRATION TOOL(S) SPECIFIC TERMS

- 12.1. Set out below are additional terms which are specific to the relevant Integration Tool(s) and which will apply in respect of any Technical Services Schedule(s) entered into in relation to the same.

MIG

- 12.2. You shall:

- 12.2.1. inform the Supplier as to the identity of the relevant MIG Site(s) and provide, in respect of each MIG Site, such information as the Supplier may require so as to enable it to configure the data sharing manager within the Supplier System;
- 12.2.2. inform the relevant MIG Site that the Supplier will remotely enable a screen within the Supplier System which will allow the relevant MIG Site (if it so wishes) to activate the connectivity (pursuant to the Supplier data sharing manager function within the Supplier System) as between the Supplier System and the Partner Product;
- 12.2.3. liaise with the relevant MIG Site(s) and procure that they provide the necessary consents and assistance as may be required to facilitate the configuration services referred to above; and
- 12.2.4. ensure that all necessary data sharing agreements are put in place as between the relevant MIG Site(s) and you and any users of the Partner Product (as appropriate) to govern the processing of data accessible via the Supplier System and in accordance with the MIG Content Model.

- 12.3. Should the Partner Product require the Supplier to configure the Supplier System, in

order to allow the Partner Product to interoperate with the Supplier System (and so access data held on a MIG Partner System) then you shall notify the Supplier and the Supplier shall consider the request and if it is willing and able to undertake the required work then it shall notify you as to the time (and costs) required to carry out such configuration work, or as may be specified on the relevant Technical Services Schedule.

12.4. For the avoidance of doubt:

- 12.4.1. the Supplier will use its reasonable endeavours to enable the screens within the Supplier System so as to allow the MIG Site(s) to permit the sharing of data with you (and users of the Partner Product). However, the Supplier cannot procure that the MIG Site(s) will opt to share data (or that such consent will not later be revoked) and it is your responsibility to liaise with the relevant MIG Site(s) in this regard; and
- 12.4.2. if a MIG Site refuses to activate the data sharing functionality within the Supplier System or subsequently chooses to revoke such access, this shall not affect the obligations on you to pay the relevant Fees.

EMIS-X App Launch

12.5 You shall:

- 12.4.3. ensure that the Partner Product authenticates with EMIS-X Users during every EMIS-X App Launch;
- 12.4.4. ensure that the relevant Site(s) supports at least OAuth 2.0 secure protocol (or any other protocol as may be required from time to time and communicated to you by the Supplier);
- 12.4.5. ensure that all necessary data sharing agreements are put in place as between the relevant Site(s) and you and any users of the Partner Product (as appropriate) to govern the processing of data accessible via the relevant integrated solution;
- 12.4.6. ensure that for any embedded iFrame integrations, the relevant Partner Product does not block or degrade the performance of EMIS-X at any time or in any way;
- 12.4.7. not introduce malicious code, attempt to bypass security controls, perform unauthorised data extraction, or undertake any activity that could

degrade EMIS-X or comprise data integrity; and

- 12.4.8. ensure your Partner Product does not negatively impact EMIS-X performance, stability, user experience, or security, and complies with all assurance requirements, including any requirements in the relevant Technical Services Schedule.

API

- 12.5. You must ensure that if the API is updated (as may be notified by the Supplier from time to time) then: (i) you make (as soon as is reasonably practicable) such consequential modifications (if any) as are necessary within the Partner Product(s) such that they continue to interoperate with the API; and (ii) the EM_PACC.dll is never downgraded from a newer to an older version; and (iii) that any the Supplier files (including, any 'config' and executable files) are not to be altered by you in any way. If you fail to comply with this clause, then the Supplier may suspend Assurance in respect of the relevant Partner Product(s).
- 12.6. You must ensure that each relevant Site is fully aware of, and consents to:
 - 12.6.1. the sharing of the data in question by the Supplier (on behalf of the controller) with you;
 - 12.6.2. the purpose for which the data is being accessed or shared, and
 - 12.6.3. the parties with whom the data may be shared by you.

13. FEES & PAYMENT

- 13.1. You shall pay the Fees to the Supplier, as follows:
 - 13.1.1. the annual Membership Fee annually in advance unless otherwise agreed by the Parties; and
 - 13.1.2. the Product Schedule Fees, as detailed in the relevant Product Schedule(s).
- 13.2. All amounts and Fees stated or referred to in the Agreement (including any Product Schedule) are exclusive of VAT, which the Supplier shall add to its invoice(s) at the appropriate rate.
- 13.3. the Supplier shall, commencing on the:
 - 13.3.1. Commencement Date, invoice you in advance (unless otherwise agreed by the Parties) in respect of the annual Membership Fee; and

- 13.3.2. effective date of the relevant Product Schedule, invoice you in respect of Product Schedule Fees, in the amounts and at the applicable frequency detailed in the relevant Product Schedule.
- 13.4. Each invoice is due and payable by you within thirty (30) days from the invoice date.
- 13.5. the Supplier may increase the Fees (or any individual Fee) on an annual basis with effect from each anniversary of the relevant Index Year (for each Product Schedule) by applying Indexation. The first such increase shall take effect at the beginning of the second Index Year in respect of each Product Schedule.
- 13.6. If the Supplier does not receive payment of the applicable Fees on the relevant due date, the Supplier may issue demand for such Fees and if payment is not received within fifteen (15) days, of demand, then (without prejudice to any other rights and remedies available to it):
- 13.6.1. it shall be under no obligation to provide any or all of the Services;
- 13.6.2. it shall be entitled to suspend access to, and use of, the relevant Integration Tool(s) (including any Documentation); and
- 13.6.3. it shall have the right to revoke any licences granted to you pursuant to the Agreement (including any Technical Services Schedule).
- 13.7. Interest shall accrue on any overdue amounts at a rate equal to four percentage points a year above the Bank of England's base rate at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment. You shall pay the interest on demand together with the overdue amount.
- 13.8. the Supplier may, without prejudice to any other rights it may have, set off any liability of the Partner to the Supplier against any liability of the Supplier to the Partner.

14. WARRANTY & DISCLAIMER

- 14.1. the Supplier warrants that:
- 14.1.1. it has taken reasonable precautions to ensure that the relevant Integration Tool(s) contain no software viruses (or similar malware);
- 14.1.2. it has all necessary rights, permissions and licences (including those granted by relevant third party licensor(s)) to grant the licences and rights detailed hereunder to you; and
- 14.1.3. it shall promptly notify you if it becomes aware of any clinical risk attributable to the relevant Integration Tool(s) and/or EXA Materials.
- 14.2. the Supplier does not warrant or represent that the relevant Integration Tool(s) will be error-free but if the relevant Integration Tool(s) is demonstrated to the Supplier within one hundred and eighty (180) days from the date of delivery (the "**Warranty Period**") to contain an error or malfunction, or is otherwise inconsistent with the Documentation, then the Supplier will use its reasonable endeavours to correct such error or malfunction or (at its option) replace such copy of the relevant Integration Tool(s) free of charge, provided that:
- 14.2.1. the relevant Integration Tool(s) have been used at all times properly and in accordance with the Documentation;
- 14.2.2. no alteration, modification or addition has been made to the relevant Integration Tool(s) without the Supplier's prior written consent; and
- 14.2.3. the alleged error, malfunction or inconsistency has been notified to the Supplier within the Warranty Period. Issues flagged outside of the Warranty Period shall be addressed pursuant to the Technical Services.
- 14.3. Any claim by you under the warranties in this clause 14 must be sent in writing to the Supplier specifying the Partner Product(s) and relevant Integration Tool(s) involved and the nature of the alleged error or malfunction. Upon receipt of such written claim, the Supplier or its agent or representative shall have the right to test or to inspect the relevant Integration Tool(s), the Partner Product(s) and the method of configuration adopted by you to interoperate with the relevant Supplier System via the relevant Integration Tool(s). the Supplier may at its discretion request that such inspection takes place either at the offices of the Supplier or your offices, and you shall bear the expenses of any transfer of software and/or materials to the Supplier.
- 14.4. Except to the extent expressly set out in the Agreement (and to the extent permitted by applicable law) any and all implied or statutory statements, representations, conditions, warranties or other terms as to the quality, merchantability, suitability or fitness for any particular purpose of the relevant Integration Tool(s) (and any related services) is hereby excluded.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. You acknowledge that any and all Supplier IP, including all configurations and enhancements thereof created by (or on behalf of) the Supplier, all documentation and manuals relating thereto, are and shall remain the property of the Supplier (and/or its third party licensor(s)).
- 15.2. In the event that the Supplier produces or creates any new inventions, designs or processes in connection with the performance of its obligations under the Agreement, the Partner acknowledges that the same shall be the property of the Supplier.
- 15.3. Subject to clause 15.1, the Supplier acknowledges that all Partner IP including all configurations and enhancements thereof created by you (or on your behalf by any third party), all documentation and manuals relating thereto are and shall remain your property (and/or your third party licensor(s)).
- 15.4. Except as expressly stated herein, the Agreement does not grant you (or any End User) any rights to, or in, any Intellectual Property Rights subsisting in any Supplier IP.
- 15.5. The Partner hereby grants the Supplier a non-exclusive licence for the duration of the Term, to use the Partner IP, as necessary for the Supplier to perform its obligations under the Agreement.
- 15.6. Except as expressly stated herein, or as required to deliver the Services, the Agreement does not grant the Supplier any rights to, or in, any Intellectual Property Rights subsisting in any Partner IP.
- 15.7. You shall not during the Term or after the expiry or termination of the Agreement, without the prior written consent of the Supplier, use or adopt any name, or trade name, that includes or is similar to or may be mistaken for the whole or any part of any trade mark, or trade name used by the Supplier or any of its Affiliates.
- 15.8. Subject to clause 6 and unless otherwise expressly specified in the Agreement, you may only use the relevant Integration Tool(s) and/or EXA Materials with the written consent of the Supplier and during the relevant Product Schedule Services Term.
- 15.9. Upon termination of the Agreement for any reason you shall immediately discontinue any use of the relevant Integration Tool(s), without any right of compensation for such discontinuation.
- 15.10. the Supplier shall defend you in relation to any claim that the Services, or your use thereof

infringes the Intellectual Property Rights of any third party, provided that:

- 15.10.1. the Supplier is given prompt notice of any such claim;
 - 15.10.2. use of the Integration Tools, EXA Materials or other Services is in accordance with the terms of the Agreement;
 - 15.10.3. you provide reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's reasonable expense; and
 - 15.10.4. the Supplier is given sole authority to defend or settle the relevant claim.
- 15.11. The Partner shall defend the Supplier, its Affiliates, officers, directors and employees in relation to any claim that any Partner IP, or the Supplier's use thereof infringes the Intellectual Property Rights of any third party, provided that:
 - 15.11.1. the Partner is given prompt notice of any such claim;
 - 15.11.2. use of the Partner IP is in accordance with the terms of the Agreement;
 - 15.11.3. the Supplier provides reasonable co-operation to the Partner in the defence and settlement of such claim, at the Partner's reasonable expense; and
 - 15.11.4. the Partner is given sole authority to defend or settle the relevant claim.
- 15.12. For the avoidance of any doubt, the ownership of (and any rights granted to the Partner in respect of) any Intellectual Property Rights in or in relation to Third Party Data and Derived Third Party Data shall be governed by the relevant Third Party Data Access Agreement.

16. CONFIDENTIALITY

- 16.1. Neither Party shall, without the prior written consent of the other Party, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under the Agreement.
- 16.2. Notwithstanding clause 16.1, the receiving Party may disclose the other Party's Confidential Information:
 - 16.2.1. 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 provided that the receiving Party procures that such persons are made aware of and agree in writing to observe the obligations in this clause 16;

16.2.2. (where the Supplier is the receiving Party) to End Users and other third parties who need to know such Confidential Information, including:

16.2.2.1. for incident resolution;

16.2.2.2. in respect of a Partner's failure to maintain Assurance for its Partner Product(s); or

16.2.2.3. in the event that the Supplier has given notice of termination of the Agreement and/or any Product Schedule (or, in either case, has grounds to do so) so as to inform such End User of the cessation (immediate or future) of the relevant Integration Tool(s) / Services provided to the Partner hereunder along with reasons why and any other relevant information (i.e. mitigations being put in place); and

16.2.3. 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 sub-clause 16.2.3.

16.3. The confidentiality obligations set out in this clause 16 do not apply to any Confidential Information that:

16.3.1. the receiving Party can demonstrate was in its possession before its receipt from the disclosing Party;

16.3.2. is independently developed by the receiving Party, which independent development can be shown by written evidence;

16.3.3. is or becomes publicly available through no fault by the receiving Party; or

16.3.4. the receiving Party lawfully received from a third party without a duty of confidentiality.

16.4. The receiving Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors (including any

Reseller) to whom it discloses any Confidential Information comply with this clause 16.

16.5. The receiving Party shall not use any Confidential Information for any purpose other than is necessary for the purposes of the Agreement.

16.6. All Integration Tool(s), EXA Materials, Documentation and the Partner Portal shall, at all times, be and remain the exclusive property of the Supplier, 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 the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

16.7. 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 the Supplier, without the prior written approval of the Supplier

16.8. For the avoidance of any doubt, you shall keep in strict confidence and may not disclose (save as expressly permitted under the Agreement) all the Supplier commercially sensitive information such as charges (including the Fees), prices and related financial information and commercial terms which has been accessed by you (including via the Partner Portal) or disclosed to you under or in connection with the Agreement (including any Product Schedule). Any disclosure by you of any commercial sensitive information in breach of this clause 16 shall be deemed to be a material and irremediable breach of the Agreement and as such the Supplier shall be entitled to terminate the Agreement in accordance with clause 19.1.1.

16.9. Without prejudice to clauses 16.7 and 16.8, and for the avoidance of any doubt, you shall:

16.9.1. not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the reputation of (or goodwill associated with) the Supplier (or the Partner Programme); and

16.9.2. not disclose any details relating to the Fees (or make any inaccurate assertions regarding the Fees),

including, in relation to any communications which you may have with any of your (potential) customers from time to time in respect of the Partner Product(s).

16.10. Either Party's breach of this clause 16 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.

16.11. Each Party shall be free to use and disclose:

- 16.11.1. its general ideas, concepts, know-how, methods, techniques or skills existing prior to the Commencement Date; and
- 16.11.2. general ideas, concepts, know-how, methods, techniques or skills gained or learned during the Term, provided they do not contain either:
- 16.11.3. Confidential Information received from the other Party; or
- 16.11.4. Intellectual Property Rights of the other Party or an Affiliate of the other Party.

16.12. Notwithstanding this clause 16 or any other provision of the Agreement you agree and acknowledge that the Supplier, 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. As such, there is always the possibility of a conflict or similarity between your Partner Product(s) and items being developed by the Supplier, its Affiliate(s) and its and their partners. For this reason, you agree that neither this clause 16 nor any other provision of the Agreement shall curtail the ability of the Supplier, its Affiliates and its and their partners to pursue business interests in any way subject always to the Supplier not infringing your enforceable Intellectual Property Rights.

16.13. Each Party shall take all reasonable steps to ensure that the other Party's Confidential Information is not disclosed or distributed by its Affiliates, employees or agents in breach of the Agreement.

16.14. In relation to any Confidential Information contained in Third Party Data, the parties acknowledge that the Partner's use of the same shall, notwithstanding this clause 16, shall be governed by the relevant Third Party Data Access Agreement or other separate terms, as applicable.

17. LIMITS OF LIABILITY

17.1. YOU ACKNOWLEDGE THAT YOUR PARTICIPATION IN THE PARTNER PROGRAMME IS STRICTLY VOLUNTARY. YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE 17, WHICH YOU

ACKNOWLEDGES IS A FAIR AND EQUITABLE APPORTIONMENT OF RISK UNDER THE AGREEMENT (INCLUDING ALL PRODUCT SCHEDULES).

17.2. This clause 17 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors), including in respect of:

- 17.2.1. any breach of the Agreement (including any Product Schedule);
- 17.2.2. any use made by you of the relevant Integration Tool(s), EXA Materials or the Services or any part of them; and
- 17.2.3. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Agreement (including any Product Schedule).

17.3. Except as expressly and specifically provided in the Agreement you assume sole responsibility for results obtained from your use of the relevant Integration Tool(s), EXA Materials and the Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by you in connection with the Services, or any actions taken by the Supplier at your direction.

17.4. Nothing in the Agreement limits or excludes the liability of either Party for:

- 17.4.1. death or personal injury resulting from negligence;
- 17.4.2. any Losses incurred as a result of fraud or fraudulent misrepresentation; or
- 17.4.3. any Losses which cannot be limited or excluded pursuant to applicable law.

17.5. Subject to clause 17.4, the Supplier shall not be liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for:

- 17.5.1. any of the following (whether direct or indirect):
 - 17.5.1.1. loss of revenue or profits;
 - 17.5.1.2. loss of business opportunity or contract;
 - 17.5.1.3. loss of goodwill or injury to reputation;

17.5.1.4. loss of savings, discount or rebate (whether actual or anticipated);

17.5.1.5. loss of use or production;

17.5.1.6. loss or corruption of software, systems or equipment;

17.5.1.7. destruction, loss of use or corruption of data or other information; and/or

17.5.2. any indirect, consequential or special loss or damage,

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

17.6. Subject to clause 17.4, the Supplier'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 (including all Product Schedules) in respect of all Losses (including, under any indemnities) arising in any Contract Year will be limited to a sum equal to one hundred and twenty percent (120%) of the total Fees paid and/or due to be paid by you under the Agreement (including all Product Schedules) in that Contract Year (or in respect of any and all Losses arising after the Agreement has terminated, a sum equal to one hundred and twenty percent (120%) of the Fees paid and/or due to be paid in the final Contract Year of the Agreement).

17.7. You undertake to take out and maintain adequate insurance cover with a reputable insurance company against any liability which you or the Supplier may incur to an End User or to any other person in connection with the Partner Product(s) and/or the relevant Integration Tool(s). You shall, upon request, produce to the Supplier a copy of the relevant insurance certificate(s).

17.8. You shall defend, indemnify and hold harmless the Supplier, its Affiliates, officers, directors and employees against any Losses incurred by it (or any of its Affiliates) (the "**Indemnified Parties**") arising out of any third party claim(s) made against the Indemnified Parties that arise out of or in connection with your and/or an End User's use of the Partner Product(s).

17.9. If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission of the Partner (its Affiliates, agents, subcontractors, Reseller(s), consultants, Authorised EXA

Users, or employees), the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Partner arising directly or indirectly from such prevention or delay (and any timescales agreed between the parties will be revised accordingly). If the Supplier is unable to provide any Services due to such act or omission, then the Supplier shall be entitled to charge the Partner in respect of any time spent attempting to deliver the same (in addition to any charges due in respect of any replacement Services provided).

17.10. the Supplier shall not be liable for any failure in respect of the: (i) EXA Solutions, EXA Environment, Third Party Data and/or EXA Services; or (ii) performance of any of its obligations under the Agreement, to the extent that such failure is caused by a defect or failure with the Partner System and/or in the relevant Drivers used by the Partner.

18. DATA PROTECTION

18.1. Information and data (including any personal data) collected by the Supplier about your business (including any individuals) will be treated in accordance with the Supplier Group Privacy Policy referred to in the 'Legal' section of the Supplier website located at <https://www.emishealth.com/privacy-policy> (as may be updated from time to time).

18.2. You represent that you have permission from all of the applicable individuals to use and disclose any Personal Data and you hereby grant the Supplier 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.

18.3. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, either Party's obligations under:

18.3.1. the Data Protection Legislation;

18.3.2. the Supplier Group Privacy Policy; and

18.3.3. EXA Terms (where relevant).

19. TERMINATION

19.1. Either Party may (without prejudice to any other rights or remedies to which it may be entitled) terminate the Agreement or a Product Schedule, in whole but not in part (save that the Supplier shall be entitled to terminate the

Agreement in whole or in part), without prior written notice and without liability to the other if:

- 19.1.1. the other Party commits a material breach of any of the terms of the Agreement provided, if such a breach is remediable, the Party in breach fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach;
 - 19.1.2. you fail to pay any amount due under the Agreement on the due date for payment;
 - 19.1.3. the other party suspends, or threaten to suspend, payment of its debts or it is unable to pay its debts as they fall due or the other party admits inability to pay its debts or (being a company) it is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) the other party is deemed either unable to pay their 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;
 - 19.1.4. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or make a proposal for, or enter into any compromise or arrangement with, its creditors;
 - 19.1.5. 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 other party;
 - 19.1.6. 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 other party;
 - 19.1.7. a floating charge holder over the assets of the other party has become entitled to appoint or has appointed an administrative receiver;
 - 19.1.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 19.1.9. a creditor of the other party 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 the other party's assets and such attachment or process is not discharged within fourteen (14) days;
 - 19.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 19.1.3 to 19.1.9 (inclusive);
 - 19.1.11. the other party suspends or ceases, or threaten to suspend or cease, to carry on all or a substantial part of its business; or
 - 19.1.12. either Party is, by virtue of an event of force majeure, prevented from performing its obligations under the Agreement for a period of not less than three (3) consecutive months.
- 19.2. the Supplier may terminate the Agreement or any Product Schedule by giving notice in writing if you fail to pay annually and in advance the Membership Fee in accordance with clause 13.1.1.
 - 19.3. the Supplier may terminate the Agreement or any Product Schedule by giving notice in writing if there is a change of control of the Partner (the term 'control' being defined in the definition of Affiliate).
 - 19.4. the Supplier may terminate the Agreement or any Product Schedule with immediate effect by giving notice in writing if you fail to keep your Partner Product(s) Assured (including requirements to re-Assure your Partner Product(s)) in accordance with the Agreement.
 - 19.5. the Supplier, 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 one hundred and eighty (180) days' notice.
 - 19.6. Termination of an individual Product Schedule (by providing the necessary notice under clause 2.2 or under this clause 19) shall result in the termination of the Services and relevant EXA Solution(s) and/or Integration Tool(s) detailed in the relevant Product Schedule only.
 - 19.7. From time to time, the Supplier may deem it necessary to discontinue (or 'sunset') certain Services or part of a Service (including the use of any Integration Tool(s)) for reasons including product enhancement, upgrade or end of life or end of support (each a "**Discontinued Service**").

- 19.8. In the event of a Discontinued Service the Supplier will use its reasonable endeavours (taking into account factors including any notice received from any relevant third party vendor or licensor) to notify you in advance of the discontinuance and any key details relating to the relevant Discontinued Service including, where applicable, the dates of any end of support or licence.
- 19.9. Notwithstanding the term of the relevant Product Schedule, the Supplier may terminate a Discontinued Service (including the relevant Product Schedule and/or licence to use an Integration Tool) at any time and shall use its reasonable endeavours to give you not less than three (3) months' prior written notice. If the Supplier introduces an alternative or replacement service in respect of any Discontinued Service then it will endeavour to make the same available to you (on the terms relevant to that service).
- 19.10. If the Supplier agrees to continue to provide you with any support or related services in respect of a Discontinued Service then such services will be provided on an 'as is' basis and for such period as the Supplier confirms it is willing to deliver the same. If the relevant service is dependent on any third party input then you accept that the relevant third parties' support to the Supplier's efforts to resolve an issue may be limited or nil.
- 19.11. On termination of the Agreement for any reason:
- 19.11.1. all licences granted under the Agreement shall immediately terminate;
 - 19.11.2. you shall immediately cease to access and use the Services, including the EXA Materials and Integration Tool(s), and through them the Supplier System(s);
 - 19.11.3. you shall within 10 days of such termination immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Fees arising but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; and
 - 19.11.4. each Party shall within 10 days of such termination immediately return (and make no further use of) any equipment, property, materials and other items (and all copies of them) belonging to or supplied by the other Party or its licensors including any Confidential

Information (including all copies) disclosed or made available to each Party under the Agreement save in respect of such supporting software, information and data which the Supplier deems is reasonably necessary to enable you to continue to support the Partner Product(s) beyond the date of termination where the Supplier permits or requires you to do so;

- 19.12. If you fail to return the Supplier's Confidential Information (including copies of the Integration Tool(s), EXA Materials and Documentation), then the Supplier 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.
- 19.13. Termination of the Agreement for any reason (whether under the Agreement or otherwise) will:
- 19.13.1. be without prejudice to any obligation or right of either Party which has accrued prior to such termination (or will thereafter accrue in respect of the period before such termination); and
 - 19.13.2. 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 termination.
- 19.14. Without prejudice to the generality of clause 19.13, the provisions of clauses 13 (Fees and Payment), 15 (Intellectual Property Rights), 16 (Confidentiality), 17 (Limits of Liability), 18 (Data Protection), 19 (Termination), 20 (Corrupt Gifts and Payments), 22 (Variation) to 34 (Electronic Acceptance) will survive expiry or termination of the Agreement for any reason.
- 19.15. No element of any fees paid by you to the Supplier shall be refundable by the Supplier on termination of the Agreement.

20. CORRUPT GIFTS AND PAYMENTS

- 20.1. The term "**prohibited act**" means:
- 20.1.1. committing an offence under any applicable law creating offences in respect of bribery or fraudulent acts;
 - 20.1.2. defrauding or attempting to defraud; or
 - 20.1.3. offering, giving or agreeing to give to any person employed by or otherwise associated with the Supplier any gift or

consideration of any kind as an inducement or reward for:

20.1.3.1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement;

20.1.3.2. showing or not showing favour or disfavour to any person in relation to the Agreement;

20.1.3.3. entering into the Agreement where commission has been paid or has been agreed to be paid by the Supplier 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 the Supplier; and includes committing any offence under the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010; or

20.1.3.4. 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 the Supplier.

20.2. 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.

21. FORCE MAJEURE

Neither Party shall have any liability to the other 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 either Party or any other party), failure of a utility service or transport network, pandemic or epidemic 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, failures or issues relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the

internet, cyber (hacker) attacks or information technology outages, fire, flood, storm, drought, earthquake or other natural disaster or default of suppliers or subcontractors. The affected Party shall notify the other Party as soon as reasonably practicable upon the occurrence of such an event (and provide details, where known, as to its expected duration) and shall use its reasonable endeavours to overcome the relevant event as soon as is reasonably practicable.

22. VARIATION

22.1. the Supplier reserves the right to change (from time to time) the Integration Tool(s), Services, EXA Environment and/or EXA Solutions provided under the Agreement at any time. Such changes may include:

22.1.1. introducing or removing features of an Integration Tool, EXA Solution, EXA Environment and/or the Services; and/or

22.1.2. replacing an Integration Tool; Service, EXA Environment and/or EXA Solution with an alternative service or solution.

22.2. If, in the reasonable and evidenced opinion of the Partner (acting in good faith), any change made by the Supplier in accordance with clause 22.1 results in a material degradation to the relevant Services, Integration Tool, EXA Environment and/or EXA Solution(s), the Partner may terminate any relevant Product Schedule adversely affected by the change by giving one month's notice in writing to the Supplier.

22.3. Without prejudice to clause 22.1, the Supplier may, from time to time, amend the terms contained in these Conditions by updating them online. If (in the Supplier's reasonable opinion) any change to these Conditions will have a material adverse effect on the Partner then the Supplier will give not less than thirty (30) days' written notice of the relevant amendment and the Partner may, at any time within sixty (60) days of receiving the relevant notice, terminate the Agreement or relevant Product Schedule(s) by giving one (1) month's notice to the Supplier during which time the original terms shall apply (unless, during that one (1) month period the Supplier gives notice that it is withdrawing the proposed variation in respect of the Partner in which case the Agreement shall continue as drafted in full force and effect).

22.4. Subject to this clause 22, no variation of the Agreement or of any of the Product Schedules,

shall be valid unless it is in writing and signed by or on behalf of each Party.

23. NON-SOLICITATION

During the Term and for six (6) months thereafter, the Partner shall not solicit or entice away or attempt to solicit or entice away any individual who is or has been in the employment of the Supplier and has been concerned with the performance of any Services and/or delivery of any Integration Tool(s) and/or EXA Solution(s) under the Agreement. For the avoidance of doubt, this clause 23 shall not prohibit the Partner from employing an the Supplier employee who has responded to a public advertisement for a role placed by the Partner that is not targeted at a specific or specific the Supplier employee.

24. DISPUTE RESOLUTION

- 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.
- 24.2. 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.
- 24.3. Within ten (10) Business Days after the date of the Notice, the Dispute shall be referred to a senior executive of each of the Supplier and the 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.

25. WAIVER

- 25.1. 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.

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

26. SEVERANCE

- 26.1. 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.
- 26.2. 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.

27. ENTIRE AGREEMENT

- 27.1. The Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to its subject matter.
- 27.2. 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.
- 27.3. Nothing in this clause 27 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

28. ASSIGNMENT

- 28.1. You shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with any or all of its rights or obligations under the Agreement.
- 28.2. the Supplier 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.

29. THIRD PARTY RIGHTS

- 29.1. Each Party is acting on its own behalf and not for the benefit of another person.
- 29.2. The Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (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.

30. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement (including, for the avoidance of doubt, references to 'Partner Products', the 'Partner Programme', 'Partners' etc.) is intended, or shall operate, 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.

31. AUDIT

- 31.1. the Supplier shall have the right (upon giving reasonable notice and within normal business hours) to inspect your use of the relevant Services and/or your compliance with the terms of the Agreement.
- 31.2. the Supplier may perform an inspection under clause 31.1:
- 31.2.1. either itself (e.g. through an internal auditor) or through an external auditor; and
 - 31.2.2. no more than once per year (and once during the twelve (12) months immediately following the termination or expiry of the Agreement) unless a breach of the Agreement or of security has occurred in which case a further inspection may take place.
- 31.3. the Supplier shall use its reasonable endeavours to ensure that the conduct of any inspection does not unreasonably disrupt your business.
- 31.4. You shall provide such access and assistance (and access, including, remote access, to your relevant business locations, records and/or systems) as the Supplier may reasonably require in connection with any inspection or audit. Each party shall bear its costs of preparing for and undertaking an inspection pursuant to clause 31.1.
- 31.5. If an inspection pursuant to clause 31.1 finds material irregularities, errors or non-compliance by you then, without prejudice to any other

remedies available to the Supplier, you shall promptly remedy the same.

32. NOTICES

- 32.1. 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 as set out in the relevant Product Schedule, 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 contracts@emishealth.com.
- 32.2. 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.
- 32.3. All notices sent to the Supplier shall be marked for the attention of legal counsel.

33. DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION

- 33.1. In the event of a dispute arising out of or in connection with the Agreement (each a "Dispute") 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 the Supplier and the 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 33 is without prejudice to either Party's right to seek interim relief against the other Party (such as injunction) through the courts, to protect its rights and interests, or to enforce the obligations of the other Party.
- 33.2. 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), are governed by, and construed in accordance with, the law of England and Wales.
- 33.3. 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).

34. ELECTRONIC ACCEPTANCE

Where an individual enters into the Agreement for and on behalf of the 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.

Annex 1 - Technical Services Schedule

[(Note: a separate Product Schedule is required for each Partner Product)]

By executing this Product Schedule the Partner accepts that the provision of the Services detailed below by the Supplier is subject to the Partner Programme Master Services Agreement (known as the Conditions), a copy of which is available here <https://www.emishealth.com/contracts-repository> (Ref: LCC371). It is the Partner's responsibility to read and fully familiarise themselves with the Conditions (including any Service specific terms specified therein).

1.	Partner:	<i>[name and registered address of the partner]</i>		
2.	Effective date:	<i>means the date of the second signature as set out below</i>		
3.	Territory:	<i>[please insert details of licensed territory] (Guidance: the default territory position under the MSA is United Kingdom of Great Britain and Northern Ireland and so, to the extent different, insert alternative territory details applicable to the licence grant here)</i>		
4.	Assured Partner Product:	Name of Assured Partner Product	Version No.	Description of Assured functionality
		<i>[please insert name]</i>	<i>[please insert no]</i>	<i>[please insert description]</i>
5.	Supplier System(s):	The relevant Supplier System(s) for which the Assured Partner Product has been granted is/are as follows: EMIS Web ☐ PCS ☐ CCMH ☐ (Guidance: please tick the applicable Supplier System(s))		
6.	Assurance Fees:	<i>[insert fee details]</i>		
7.	Product Schedule Fees and Payment Terms:	<i>[insert]</i>		
8.	Purposes for which relevant Partner Product is Assured:	<i>[insert]</i>		
9.	Integration Tools and conditions of access and use:	Description of Integration Tool	Conditions of access or use with Assured Partner Product	
		<i>[insert description of the Technical Services applicable to the relevant Integration Tool]</i>	<i>[insert details of any conditions of access or use for the relevant Integration Tool]</i>	

SIGNED for and on behalf of **Egton Medical Information Systems Limited** by:

Signature:	
Print name:	
Job Title:	
Date:	

SIGNED for and on behalf of **Partner** by:

Signature:	
Print name:	
Job Title:	
Date:	

Annex 2 - Business Services Schedule

[(Note: a separate Product Schedule is required for each Partner Product)]

By executing this Product Schedule the Partner accepts that the provision of the Services detailed below by the Supplier is subject to the Partner Programme Master Services Agreement (known as the Conditions) a copy of which is available here <https://www.emishealth.com/contracts-repository> (Ref: LCC371.. It is the Partner's responsibility to read and fully familiarise themselves with the Conditions (including any Service specific terms specified therein).

1.	Partner:	<i>[name and registered address of the partner]</i>	
2.	Effective Date:	<i>means the date of the second signature as set out below</i>	
3.	Territory:	<i>[please insert details of licensed territory] (Guidance: the default territory position under the MSA is United Kingdom of Great Britain and Northern Ireland and so, to the extent different, insert alternative territory details applicable to the licence grant here)</i>	
4.	Partner Product:	Name of Partner Product	Description of functionality
		<i>[insert name]</i>	<i>[insert description]</i>
5.	Supplier System(s):	<i>[insert] (Guidance: insert details of the relevant Supplier Systems for which Assurance of the relevant Partner Product has been granted)</i>	
6.	Business Services:	<i>[insert description of Business Services]</i>	
7.	Product Schedule Fees:	<i>[insert fee details]</i>	

SIGNED for and on behalf of **Egton Medical Information Systems Limited** by:

Signature:	
Print name:	
Job Title:	
Date:	

SIGNED for and on behalf of **Partner** by:

Signature:	
Print name:	
Job Title:	
Date:	

Annex 3 – Membership Schedule

By executing this Product Schedule the Partner accepts that the provision of the Services detailed below by the Supplier is subject to the Partner Programme Master Services Agreement (known as the Conditions) , a copy of which is available here <https://www.emishealth.com/contracts-repository> (Ref: LCC371 . It is the Partner's responsibility to read and fully familiarise themselves with the Conditions (including any Service specific terms specified therein).

1.	Partner:	<i>[name and registered address of the partner]</i>
2.	Effective Date:	<i>means the date of the second signature as set out below</i>
3.	Territory:	<i>[please insert details of licensed territory] (Guidance: the default territory position under the MSA is United Kingdom of Great Britain and Northern Ireland and so, to the extent different, insert alternative territory details applicable to the licence grant here)</i>
4.	Membership Service:	Membership Only Service provides the Partner with the Membership Benefits (as detailed in the Conditions).
5.	Product Schedule Fees:	Membership Fee (Annual Fee) £7,500.00

SIGNED for and on behalf of **Egton Medical Information Systems Limited** by:

Signature:	
Print name:	
Job Title:	
Date:	

SIGNED for and on behalf of **Partner** by:

Signature:	
Print name:	
Job Title:	
Date:	

Annex 4 - EXA Services Schedule

By executing this Product Schedule the Partner accepts that the provision of the EXA Services detailed below by the Supplier is subject to the Partner Programme Master Services Agreement (known as the Conditions), a copy of which is available here <https://www.emishealth.com/contracts-repository> (Ref: LCC371 . It is the Partner's responsibility to read and fully familiarise themselves with the Conditions (including any EXA Service specific terms specified therein).

1.	Partner:	<i>[add in the details of the Partner, name and address of the partner]</i>		
2.	Effective date:	<i>means the date of the second signature as set out below</i>		
3.	Territory:	<i>[please insert details of licensed territory]</i>		
4.	Assured Partner Product:	Name of Assured Partner Product	Version No.	Description of Assured functionality
		<i>[please insert name]</i>	<i>[please insert no]</i>	<i>[please insert the text from the 'Product Description' field in the product pack]</i>
5.	Third Party Data	<i>[Insert Data Description]</i>		
6.	Additional EXA Services	<i>[] [N/A]</i>		
7.	EXA Solution(s) Assurance and Conditions of Assurance:	<i>[Insert EXA Solutions and Assurance Conditions]</i>		
8.	Assurance Fees:	<i>[insert fee details]</i>		
9.	Product Schedule Fees and Payment Terms:	<i>[insert fee details]</i>		
10.	Usage Cap	<i>[Insert Usage Cap]</i>		
11.	Additional Terms			

SIGNED for and on behalf of **Egton Medical Information Systems Limited** by:

Signature:	
Print name:	
Job Title:	
Date:	

SIGNED for and on behalf of **Partner** by:

Signature:	
Print name:	
Job Title:	
Date:	