

EMIS-X APP LAUNCH PRODUCT SCHEDULE

TERMS

This Product Schedule (and the products and solutions detailed herein) is subject to the terms and conditions set out in LCC1090 Universal Master Service Agreement (**MSA**), available at <https://www.emishealth.com/contracts-repository> (save where the relevant Supplier Quote which references this Product Schedule specifies that any alternative or bespoke terms apply in respect of this Product Schedule), the MSA, this Product Schedule and the relevant Quote are collectively referred to as the “**Agreement**”.

1. SERVICE INTRODUCTION

The EMIS-X App Launch service (the “**Services**”) enables Authorised End Users to access EpicCare Link from within EMIS-X GP Companion using SAML-based Single Sign-On (SSO). Authorised End Users can launch EpicCare Link from the EMIS-X GP Companion navigation menu into a separate pop-out browser (Electron) window and with the same patient in context.

2. DEFINITIONS

The following definitions shall apply to this Product Schedule:

Authorised End Users: means Authorised Users of a Site with the relevant EMIS-X Scope to be permitted to view the launch option for EpicCare Link in EMIS-X GP Companion.

Deliverable: means an element of the Services (as notified by the Supplier) to be implemented and/or configured by the Supplier at each Site.

EMIS Web: means the Supplier’s electronic patient record clinical system supporting primary healthcare delivery.

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

EMIS-X App Launch: means the EMIS-X integration capability that enables EpicCare Link to be launched from within EMIS-X GP Companion with contextual information (user’s verified email address and patient’s NHS Number) passed at the point of launch, using SAML-based Single Sign-On (SSO).

EMIS-X GP Companion: means EMIS-X made available to End Users to use as a companion application alongside the existing EMIS Web clinical system, which Authorised End Users may access via Single Sign-On (SSO) upon successful login to EMIS Web.

EMIS-X Scope: means a granular permission that Authorised End Users must have to view and launch EpicCare Link from the navigation menu in EMIS-X GP Companion.

EpicCare Link: means the third-party software application identified in this Product Schedule that is owned by Epic Systems Corporation (“**EPIC**”) and accessed by Authorised End Users via EMIS-X App Launch.

Go-Live Date: means the date the Supplier makes the final Deliverable available at each Site.

Registered Patients: means the total number of patients registered at the Sites as determined by reference to the figures provided in respect of the GP Payments system as maintained by NHS England.

SAML: means Security Assertion Markup Language (SAML), an open-standard protocol that allows a user to log in once and gain access to multiple web applications without re-entering credentials. It acts as a trusted bridge between EMIS-X (Identity Provider), which authenticates the user, and EpicCare Link (Service Provider).

Single Sign-On (SSO): means the SAML 2.0 authentication mechanism by which an Authorised User is authenticated into EpicCare Link using their existing EMIS-X credentials (verified email address) without re-entering authentication login details for EpicCare Link access.

3. TERM AND FEES

Term

3.1. Unless specified otherwise in the Quote, the Initial Term for this Service shall be 12 months from the Go-Live Date (the “**Initial Service Term**”) and shall thereafter automatically renew for additional term(s) of 12 months (each a “**Renewal Service Term**”) unless either party terminates the:

3.1.1. Agreement in accordance with clause 3.2 of the MSA; or

3.1.2. Service at one or more Site(s) by giving the other party not less than 90 days written notice, such notice to expire at the end of the Initial Service Term or Renewal Service Term (as appropriate). For the avoidance of doubt, the Services shall renew for a Renewal Service Term at each Site for which the Services are not terminated.

3.2. For the avoidance of doubt, if the Agreement is terminated in accordance with clause 3.2 of the MSA, the Services at all Sites shall be terminated at the end of the Initial Service Term or relevant Renewal Service Term.

Fees

3.3. The Customer shall pay the Supplier Fees of 2.50 pence per Registered Patient per Contract Year as specified on the Quote (“**Annual Fees**”). The Annual Fees for the first Contract Year shall be due for payment on the Go-Live Date and on each anniversary of the Go-Live Date thereafter. The Annual Fees are subject to indexation each Contract Year and may be increased due an increase in the number of Registered Patients at the Sites.

3.4. One-off Fees for implementation/configuration shall be specified on the relevant Quote and shall be due for payment by the Customer as follows:

- 60% on the Commencement Date; and
- 40% on the Go-Live Date.

4. SERVICE INSTALLATION

4.1. Activation of the Services requires Customer initiation and is subject to:

4.1.1. submission of a valid Customer order requesting activation for a specified list of Sites. Each Site, such as a GP practice, must have a contract with the Supplier for the use of EMIS Web and EMIS-X;

4.1.2. prompt and full provision by the Customer and each Site of all information and configuration required to enable SAML-based Single Sign-On and contextual launch; and

4.1.3. completion of any configuration activity by the Supplier within EMIS-X GP Companion agreed in writing with the Customer.

4.2. Where required, the Supplier will provide access to a test environment or test capability prior to use of EpicCare Link by Authorised End Users in a live environment. The Fees for such test environment/test capability shall be as set out in the relevant Quote and shall be payable on the date the test environment/test capability is first made available.

5. SERVICES

5.1. The Supplier shall provide the following Services under this Product Schedule:

5.1.1. enablement of EMIS-X App Launch for EpicCare Link to permit the launch of EpicCare Link from EMIS-X GP Companion into a pop-out browser (Electron) window; and

5.1.2. provision of SAM-based Single Sign-On to permit the passing of user and patient context from EMIS-X GP Companion to EpicCare Link at the point of launch.

5.2. For SAML authentication:

5.2.1. the Authorised End User’s identity is derived from their validated email address for EMIS-X and EpicCare Link. Such email address should be the same for accessing both applications. the Supplier cannot amend the validated email address as this links the single record in EMIS-X; and

CONFIDENTIAL

- 5.2.2. patient context is derived from the patient's NHS Number. No additional validation takes place bar the sending of the NHS number.
- 5.3. Once launched, EpicCare Link operates independently of EMIS-X. The Supplier does not provide functionality, configuration, validation, assurance or operational management of EpicCare Link.
- 5.4. The NHS Number of the patient is sent by the integration. The Supplier's and EPIC's systems match on this number without additional validation. The Customer is responsible for making sure Authorised Users are aware of this limitation and that they should validate that the patient details displayed on both systems are the same.

6. SUPPORT SERVICES

- 6.1. The Supplier shall use its reasonable endeavours to provide support in relation to the operation and availability of the Services only.
- 6.2. The Supplier does not provide support for:
 - 6.2.1. the functionality, availability or performance of EpicCare Link;
 - 6.2.2. the data displayed, processed or stored by EpicCare Link;
 - 6.2.3. configuration, releases or changes to EpicCare Link; and/or
 - 6.2.4. failure of the Services, EMIS Web or EMIS-X (or any data therein) arising from EpicCare Link, its configuration or changes to EpicCare Link.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer is responsible for:
 - 7.1.1. entering into appropriate contractual arrangements between itself, EPIC and each Site, including in relation to ensuring the necessary data sharing agreements and instructions are in place to enable the proper functioning of the Services;
 - 7.1.2. performing its own technical, clinical, security and information-governance due diligence;
 - 7.1.3. coordinating implementation and configuration with EPIC and for ensuring EPIC's reasonable engagement and collaboration with the Supplier in relation to the Services;
 - 7.1.4. approving and supporting use of EpicCare Link by each Site;
 - 7.1.5. providing all required configuration information for Services to support the Authorised User and patient-specific contextual launch from EMIS-X GP Companion into EpicCare Link;
 - 7.1.6. notifying the Supplier in advance of any material change to EpicCare Link, including software releases, authentication changes, or environmental changes; and
 - 7.1.7. certificate rotation for security at a minimum cadence as communicated in advance by the Supplier from time to time. This timescale will be determined by security best practice and may require agreement across a number of customers or be otherwise co-ordinated. The Supplier will work with the Customer to find a convenient date and time but this must be prior to the expiration of the relevant certificate.
- 7.2. The Supplier has not assessed EpicCare Link's functionality, clinical safety, regulatory compliance, or suitability for use in live clinical environments. The Customer acknowledges that it is responsible for the safe and compliant use of EpicCare Link.
- 7.3. The Customer acknowledges and agrees that the Supplier shall not be liable for any fault, error or non-conformance of a). the Deliverables; b). the Services, or c). any other of the Supplier's systems, to the extent that the same is caused by or contributed to by EpicCare Link or EPIC's system.