

1 Telstra Health UK Ltd Product Order Form

This product order form ('Form') describes the product to be supplied by THUK to the Customer subject to the terms and conditions attached ("Conditions") and the Implementation Plan, which together form the contract between the parties ("Agreement").

THE PARTIES:

- 1) **Telstra Health UK Limited**, (company number: 03812015) of 2nd Floor, Blue Fin Building, 110 Southwark Street, SE1 0TA. ('THUK')
- 2) **Name, address** ('the Customer')
 - together 'the Parties'

Commencement Date:

Date

Product Details

Product	Initial Term	Ancillary Services
TBC	TBC	TBC

Fees and Payment Dates

The fee of £XXXX per annum plus any applicable VAT, is payable within 30 days of commencement date. Thereafter any further fees, plus applicable VAT, shall be payable annually on the anniversary of the commencement date.

Terms used on this Form shall have the specialist meanings ascribed to them and defined in the attached Conditions. In completing this Form the Customer acknowledges that it has read and understood this Agreement, including the attached Conditions of Agreement.

Reviewed by:

ACKNOWLEDGED, ACCEPTED AND AGREED TO BY:

For and on behalf of:
Telstra Health UK Limited

For and on behalf of:
XXXXX

Signature 1:

Signature 2:

Date 1:

Date 2:

Title 1:

Title 2:

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

2 CONDITIONS OF AGREEMENT

1 DEFINITIONS AND INTERPRETION

1.1 In this Agreement, the following definitions shall apply:

“Advanced Support Services” means support services in order to provide more detailed assistance with the usage of the Product to achieve the Customer’s desired result. The majority of support services shall be done remotely but in certain instances it may require THUK staff on site at the Customer’s premises.

“Ancillary Services” means Training Services, Maintenance Services and/or Advanced Support Services.

“Commencement Date” means the date set out on the Form on which the Products will go live.

“Conditions” means these conditions of agreement.

“Data Protection Laws” means to the extent applicable: (a) the UK General Data Protection Regulation (“UK GDPR”); and (b) Data Protection Act 2018 (DPA 2018); and (c) any UK laws amending, supplementing, replacing or superseding the UK GDPR and DPA 2018 from time to time;

“THUK IPR” means IPR belonging to THUK

“Fees” means the fees set out on the Form, which shall be constant for the duration of the Initial Term, subject to clause 2.5. The Fee shall include access to the relevant Product, as well as all upgrades, patches, enhancements, versions and releases for the Term, and the Maintenance Services. The Fee for any Training or Advanced Support Services required by the Customer shall be separately itemised on the Form.

“Form” means the product order form attached to these Conditions of Agreement, which sets out the particular details of the Customer and the Products it has ordered.

“Implementation Plan” the plan to be developed jointly by the parties for the implementation of the Products.

“Initial Term” means the period of time stated on the Form.

“Input Data” means the data to be provided by or on behalf of the Customer to THUK in accordance with clause 7.1.

“IPR ” means including but not limited to copyright, design rights or other rights in design (whether registered or not), moral rights, related rights, patents, supplementary protection certificates, petty patents, utility models, trademarks, trade names, service marks, database rights, rights in software, semi-conductor topography rights, rights in undisclosed or confidential material and other similar rights (whether registered or not) and applications for such rights as may exist anywhere in the world. IPR include but is not limited to registered and unregistered rights and applications for registration and cover all rights of a similar nature which exist in any part of the world and all related goodwill and all renewals, reversions and extensions thereof so far as is or may become possible in perpetuity.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

“Licensed Content” means IPR and data belonging to third parties (“Licensors”) who provide the same under licence (“Licence”) to THUK for use in the Products.

“Maintenance Services” means support for routine Product usage queries and bug-fixing.

“Output Data” means the data generated by the Product, as a result of the processing of the Input Data.

“Permitted Users” means the directors and employees of the Customer who have been authorised and provided a compatible username, by the Customer, to use the Product in accordance with the terms of this Agreement. Permitted Users shall not include any third party.

“Personal Data” means any personal data, as defined in the Data Protection Laws, disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) in the performance of that party's rights or obligations under this agreement;

“Product” means the product or products identified on the Form, including such subsequent versions of or updates to each product as may from time to time be issued and includes all accompanying user guides, manuals and other documentation.

“Renewal Term” means any period for which this Agreement is renewed under Clause 2.

“Report” means any report, analysis, screenshot, table or chart containing Output Data generated by the Product in the course of its ordinary use, whether in hard or soft copy, or an extract from any of the foregoing.

“Term” means the Initial Term, together with any Renewal Terms under Clause 2, until this Agreement is terminated in accordance with the provisions of this Agreement.

“Training Plan” means the plan to be developed jointly by the Customer and THUK specifying the Customer's goals for the proficiency of their staff in the usage of the Product and the type and quantity of training to be provided by THUK.

“Training Services” means training of Customer's staff to achieve the level of proficiency desired by the Customer and set out in the Training Plan.

“Website(s)” means the THUK website located at the url drfoster.com and such other websites as THUK may from time to time use and notify to the Customer.

“Working Hours” means between the hours of 09.00 and 17.30 GMT/BST Monday to Friday (excluding public holidays in England and Wales.)

The terms **“Controller”**, **“Data Subject”**, **“Personal Data Breach”**, **“Process”** and **“Processor”** have the same meanings as described in the Data Protection Laws and cognate terms shall be construed accordingly.

1.2 Unless the context requires otherwise:

1.2.1 reference to this Agreement includes (save where the context otherwise requires) the Form, any schedules and attachments and/or side letters which the Parties agree in writing are intended to form part of this agreement; and

1.2.2 reference to this Agreement means as amended, supplemented or updated from time to time by agreement in writing by the Parties.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

1.3 Any reference in this Agreement to:

- 1.3.1 “include” or “including” is to be construed without limitation;
- 1.3.2 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.3.3 the section headings and captions to the clauses in this agreement are inserted for convenience or reference only and will not be considered a part of or affect the construction or interpretation of this Agreement.

2 EFFECTIVE DATE AND TERM

- 2.1 This Agreement shall become effective on the date of signature, and shall remain in force until termination in accordance with the provisions of this Agreement.
- 2.2 Either party may terminate the Agreement with effect at the end of the Initial Term by serving at least 3 months’ written notice on the other, such notice expiring no earlier than the end of the Initial Term.
- 2.3 If no such notice is served by the end of the Initial Term, then the Agreement shall automatically renew for succeeding periods of one year each (“Renewal Term”) and an invoice will be sent to that effect to the Customer.
- 2.4 Each Renewal Term shall be terminable by either party serving at least three months’ written notice on the other, such notice expiring no earlier than the end of the then current Renewal Term.
- 2.5 Each renewal shall be subject to THUK’s right to alter any of the functionality of a Product or its Fee or these Conditions, according to specifications and tariffs and Conditions current at the time of renewal. Each Renewal Term will be subject to a minimum price increase of RPI + 2%. THUK shall give at least one month’s notice of such changes.

3 PRODUCT LICENCE

- 3.1 THUK hereby grants to the Customer a non-exclusive, non-transferable, revocable licence for the Term to use the Product for the purpose of accessing and viewing the Output Data and generating and publishing Reports subject to the terms of this Agreement. THUK further grants to the Customer a non-exclusive, non-transferrable, revocable sub-licence for the Term to use the Licensed Content for the same purpose subject to the terms of this Agreement.
- 3.2 The Customer undertakes:
 - 3.2.1 to use the Product solely for its own internal management purposes, and shall allow use of the Product by Permitted Users only. No other use by external consultants, third parties or any other organisation, shall be permitted without THUK’s prior written consent;
 - 3.2.2 to give THUK a list of Permitted Users and THUK shall will monitor all usernames and passwords for breach of this Agreement. The Customer shall notify THUK by email of any changes to this list;
 - 3.2.3 that it shall not sell, transfer, sub licence, distribute, commercially exploit, or otherwise make available to or use on behalf of any third party the Product or any data or IPR contained within the Product (in whole or in part);

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 3.2.4 to accept full liability for ensuring that all Permitted Users comply fully with the terms of this Agreement especially in regards to clauses 3.2.3, 3.2.5 and 3.2.6.
 - 3.2.5 that it will not (and will not allow any third party to) adapt, alter, copy, modify, reverse engineer, decompile or otherwise interfere with the Product or any of the data found within the Product, or in any way attempt to reproduce the Product, without the prior written consent of THUK or as otherwise permitted by law; and
 - 3.2.6 that it shall not remove, suppress or modify in any way any proprietary marking including any trade mark or copyright notice, whether owned by THUK or a third party, placed on or in the Product or any of the data found within the Product or any Report.
- 3.3 Any licence granted under this Agreement shall terminate immediately upon termination or expiry of the Agreement, and all use of usernames and passwords granted under this Agreement must immediately cease.
- 3.4 The Customer will return or at THUK's express instruction destroy all user guides, manuals and other documentation supplied by THUK in connection with its use of the Product within 14 (fourteen) days of termination or expiry.
- 3.5 The Permitted Users shall be permitted to publish Reports in any format and in any publication or forum subject to compliance with the following:
- 3.5.1 Reports shall be properly and fully credited as being the output of a THUK Product. The following statement should be prominently displayed in or on any Report or extract therefrom: "This information is published with kind permission of Telstra Health UK. The information was generated by [Product name] tool, which is a proprietary software product of Telstra Health UK, and Telstra Health UK reserves all rights to [Product name]. No further copying or reproduction of this information is permitted without consent from Telstra Health UK";
 - 3.5.2 the Customer shall be in full compliance with its obligations under these Conditions generally; and
 - 3.5.3 the publication of any Report shall not be done in any way which is commercially or reputationally damaging to THUK.

4. DATA PROTECTION

4.1 Each Party's Obligations when Processing Personal Data as a Controller

- 4.1.1 Save as set out in clause 4.2, each party acknowledges that it will act as a separate and independent Controller in respect of the Personal Data which it Processes and the terms set out in this clause 4.1 shall apply.
- 4.1.2 The parties acknowledge that all Personal Data Processed by each party pursuant to the Agreement is pseudonymised which means that the compromise of such Personal Data is unlikely to harm the rights and freedoms of natural persons.
- 4.1.3 The Customer shall only Process the Personal Data for the purpose set out in the Agreement. Each party shall notify the other party as soon as reasonably practicable upon becoming aware of a Personal Data Breach affecting the Personal Data. Each

Page 5

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

party shall co-operate with the other, to the extent reasonably requested, to allow such party to meet any obligations under Data Protection Laws, including in relation to any notifications to any supervisory authority or Data Subject which are required following a Personal Data Breach.

- 4.1.4 Without prejudice to clause 4.4 below, the Customer shall be solely responsible for ensuring compliance with all requirements of applicable Data Protection Laws regarding lawful, fair and transparent Processing of Personal Data Processed by the Customer as a Controller.

4.2 THUK Obligations when Processing Personal Data as a Processor

- 4.2.1 THUK is acting as a Processor on behalf of the Customer in respect of and to the extent that THUK receives any Personal Data directly from the Customer. THUK will Process such Personal Data in accordance with the terms set out in this section 4.2, and will not enhance or enrich such Personal Data.

Description of Personal Data Processing

- 4.2.2 Annex 1 to this Agreement sets out certain details of the Personal Data to be Processed by THUK pursuant to this section 4.2, as required by Article 28(3) of the UK GDPR. Customer may make reasonable amendments to Annex 1 by written notice to THUK from time to time as Customer reasonably considers necessary to meet those requirements. Annex 1 does not create any obligation or rights for any party to this Agreement.

Data Processing Terms

- 4.2.3 THUK shall:
- 4.2.3.1 process the Personal Data solely on the lawful documented instructions of Customer (as set out in the Agreement or otherwise), for the purposes of providing the Services and as otherwise necessary to perform its obligations under the relevant Agreement including with regard to transfers of Personal Data to a country outside the UK or an international organisation (unless required by law to which THUK is subject, in which case THUK shall inform Customer of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest);
 - 4.2.3.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 4.2.3.3 maintain the security measures set out in the Agreement in order to address the requirements of Article 32 of the UK GDPR to ensure the security of Processing of the Personal Data;
 - 4.2.3.4 be specifically authorised to engage another Processor which is an affiliate of the THUK group and be generally authorised to engage another Processor to Process the Personal Data ("Sub-Processor"), subject to Telstra Health UK meeting the conditions set out in Article 28 (2) and (4) of the UK GDPR;

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 4.2.3.5 promptly notify Customer of any communication from a Data Subject regarding the Processing of Personal Data, or any other communication (including from a supervisory authority) relating to Customer and any Customer client's obligation under the Data Protection Laws in respect of the Personal Data and, taking into account the nature of the Processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III UK GDPR;
- 4.2.3.6 notify Customer without undue delay following THUK becoming aware of any Personal Data Breach, such notice to include all information reasonably required by Customer to comply with its obligations under the Data Protection Laws and assist Customer with their obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of the Processing and information available to THUK. Such information may be provided in stages, as it becomes available to THUK;
- 4.2.3.7 cease Processing the Personal Data upon the termination or expiry of the Agreement and at Customer' option, either return or delete all copies of the Personal Data Processed by THUK unless (and solely to the extent and for such period as) UK law requires storage of the Personal Data; and
- 4.2.3.8 solely to the extent that the audit rights in the Agreement do not meet requirements of Article 28(3)(h) of the UK GDPR, in addition to any audit rights granted pursuant to the Agreement, make available to Customer on request all information necessary to demonstrate compliance with this clause 4 and with Article 28 of the UK GDPR and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer;
- 4.2.3.9 not transfer data outside of the UK without the Customer's prior written consent.

4.3 Costs

- 4.3.1 Customer shall promptly reimburse THUK for all costs, including fees and third party costs, reasonably and properly incurred by THUK in the performance of its obligations under this clause 4 which go beyond the remainder of the Agreement. THUK shall charge for any time incurred by THUK resources at the standard hourly or day rates set out in the Agreement or as otherwise notified by THUK from time to time.

4.4 Compliance with Data Protection Laws

- 4.4.1 The Customer shall comply with all applicable Data Protection Laws when processing the Personal Data.

5. OBLIGATIONS OF THUK

5.1 THUK shall:

- 5.1.1 provide access to the Product by way of secure internet access at the Website or other such access as may be appropriate until the end of the Term when access to the Product shall be switched off;
- 5.1.2 provide the Maintenance Services;

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 5.1.3 if required by the Customer, provide the Training Services and/or the Advanced Support Services;
 - 5.1.4 following the Commencement Date release appropriate secure administrator usernames and passwords to the Customer, which will give the Customer the ability to provide the Permitted Users whose names the Customer has provided THUK, with controlled access as required;
 - 5.1.5 use its reasonable endeavours to ensure that any updates and adjustments to the Website and the Product are installed outside Working Hours and maintenance is carried out outside Working Hours;
 - 5.1.6 during the term of this Agreement and at its expense procure and where possible maintain appropriate employers', public liability and professional indemnity insurance cover in respect of its business; and
 - 5.1.7 not engage in, consent to or connive in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, and will put in place, maintain and comply with adequate procedures to prevent any person associated with it (in accordance with section 8 of the Bribery Act) from committing an offence under that Act.
- 5.2 Where the Customer is a public authority and has a duty to account for the disbursement of public funds THUK shall keep accurate records in respect of the Fee and shall make available such records and give such assistance as the Customer may reasonably request in connection with the Customer's obligations to account for such public funds. All confidential information of THUK made available to the Customer under this clause shall be treated by the Customer as confidential information for the purposes of this Agreement.

6. FEE & PAYMENT

- 6.1 THUK will invoice the Customer the Fee as set out on the Form. All sums quoted in this Agreement are quoted exclusive of VAT.
- 6.2 Payment is due thirty (30) days from the invoice date. Failure to pay by the due date will result in access to the Product and the Website being denied.
- 6.3 Undisputed payments not paid within thirty (30) days will accrue interest at the rate of three per cent (3%) above the base rate of HSBC Bank plc per month or such higher rate as may be applied under applicable law before and after any connected court judgment.

7. OBLIGATIONS OF THE CUSTOMER

- 7.1 The Customer shall during the course of the Agreement:
 - 7.1.1 provide the Input Data by means of a secure channel and in a standard format to be agreed with THUK or any relevant regulatory body whose role it may be to collect Input Data on a national basis;
 - 7.1.2 provide on a timely basis sufficient information to enable THUK to properly meet its obligations under this Agreement;

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 7.1.3 where Training Services are requested, provide appropriately equipped training rooms on its premises, together with internet access and sufficient connectivity, access points and bandwidth;
- 7.1.4 where Advanced Support Services are requested, provide THUK, its personnel and sub-contractors with reasonable access and office space, supplies and facilities at the Customer's premises, obtain all necessary authorities and consents in relation to the Product and ensure that all relevant members of the Customer's staff provide suitable cooperation to THUK and/or its sub-contractors;
- 7.1.5 take such steps as are reasonably necessary to ensure the safety of THUK personnel and its sub-contractors whilst they are on the Customer's premises;
- 7.1.6 assign a suitable member of staff to act as principle contact for THUK, to whom THUK shall send all invoices and other communications. Such person shall be authorised by the Customer to bind the Customer in relation to decisions, and shall be named in the Implementation Plan;
- 7.1.7 ensure that its senior management takes reasonable steps to ensure that its staff are fully aware of, engaged with and supportive of the Implementation Plan;
- 7.1.8 give at least 3 working days' notice of any cancellation of a pre-arranged visit of any THUK support staff. The Client agrees to pay THUK £300 for each visit cancelled on short notice.
- 7.2 The Customer acknowledges that failure to perform its obligations will jeopardise the successful execution of the Implementation Plan or Ancillary Services, and may result in additional expenses incurred by THUK which shall be recoverable from the Customer on an indemnity basis.
- 7.3 The Customer acknowledges that THUK, in accordance with the requirements its public service ethos and by virtue of its links with the NHS, is required to comply with certain obligations relating to data and its uses, quality and availability. The Customer and THUK therefore agree that the Product will be made available to the Customer subject to the following restrictions:
 - 7.3.1 The Product will not contain any data which is not already available to the NHS; and
 - 7.3.2 the Customer will not use the Product or the data generated by the Product to undermine the principles of public service which are core to the NHS, or in any way which might be, or might be perceived to be, contrary to public interest.
- 7.4 The Customer agrees that any breach by it of the letter or spirit of clause 7.3 may result in THUK having to notify the relevant Controller (within the meaning of the Data Protection Laws) of such breach, which in turn may result in the Controller requiring THUK to modify the Product or terminate this Agreement, which shall be without liability on the part of THUK.
- 7.5 The Customer acknowledges that Data licensed from NHS Digital are subject to disclosure control measures including the suppression of small patient numbers or where these numbers could easily be derived. Any such data not relating to the Customer's organisation are suppressed and replaced with * prior to their output.
- 7.6 The Customer agrees that within its organisation, it shall initiate and be responsible for an internal process to ensure the reliability of each Permitted User and that authorisation for creating a new Permitted User is only granted following suitable training, to include awareness of their responsibilities in handling the Personal Data, and with the approval of the Customer's Caldicott Guardian.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

8. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 8.1 The Parties shall at all times during and after the termination of this Agreement treat as strictly confidential all information of a confidential nature (whether or not marked as such) received or obtained as a result of entering into or performing this Agreement which relates to the business of the other, provisions or subject matters of this Agreement, to the Product, to any other party or to the negotiations relating to this Agreement.
- 8.2 Either Party may disclose information which would otherwise be confidential if and to the extent (a) that it is required to do so by law or any regulatory or governmental body to which it is subject wherever situated provided that it immediately notifies the other of this obligation and provided that wherever possible it does so on a confidential basis; (b) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis; (c) the information has come into the public domain through no fault of that party or members of its group; (d) the information was previously disclosed to it without any obligation of confidence; or (e) the party to whom it relates has given its consent in writing.
- 8.3 THUK acknowledges and understands that the Customer may be under obligations under the Freedom of Information Act 2000 ("FOIA"). If necessary and without prejudice to the specific provisions of this Agreement regarding confidentiality and data protection, THUK shall use its reasonable endeavors to co-operate and aid the Customer, at Customer's cost, so as to enable the Customer to meet its obligations under the FOIA or any successive legislation. Where the Customer receives a request for information that is held on behalf of the Customer by THUK then such co-operation shall include the provision of the requested information to the Customer within a reasonable time-scale to enable the Customer to comply with its obligations within the timescales required by the FOIA provided that THUK has been given reasonable notice of such request.
- 8.4 The Customer acknowledges that the value of the Fee is commercially sensitive information and agrees that it shall take all reasonable steps so that it does not have to disclose this and any other commercially sensitive information as a result of any request made pursuant to the FOIA.

9. INTELLECTUAL PROPERTY AND DATA OWNERSHIP

- 9.1 Subject to the other terms of this clause, all IPR in the Product including without limitation in source and object code, algorithms, databases, user guides and manuals and including in prototype or finished versions of the same shall vest in THUK and to the extent that IPR in any aspect of the Product vests in it, the Customer agrees to (and to ensure that its directors and staff do likewise) assign with full title guarantee all such IPR to THUK and to irrevocably and unconditionally waive all moral rights in the same in THUK's favour anywhere in the world and so far as possible in perpetuity.
- 9.2 The Input Data and the Output Data shall remain at all times the property of the Customer, subject to clause 4.2.
- 9.3 The Customer acknowledges that the Products contain Licensed Content and that the use of the same shall remain subject to the terms of the Licence between THUK and the relevant Licensor. The Customer agrees to be bound by the terms of such Licences to the extent applicable to the Customer, and further agrees that the precise nature and terms of the Licences may change from time to time. In particular, the Customer acknowledges and agrees to the following, which are not exhaustive:

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

Version 1.6 May 2024

- 9.3.1 The Customer is granted a sub licence by THUK to use the Licensed Content which can be used only for the purposes permitted in this Agreement. Licensed Content cannot be used separately and independently of the Product. The Customer may not grant sub licenses for the Licensed Content. The sub licence granted hereunder will terminate in the event that the Licence terminates.
- 9.3.2 In some cases, the sub licence for particular Licensed Content will be of a shorter duration than the Term. In these cases THUK will, subject to the Customer's compliance with the terms of this Agreement, renew the sub licence.
- 9.3.3 The Licensors reserve the right to enforce their interests directly against the Customer, if the Customer breaches the terms of this Agreement and a Lensor suffers damage as a result.
- 9.3.4 The Licensors generally disclaim any warranty regarding the accuracy and completeness of the Licensed Content, and THUK also makes no warranty or representation regarding the Licensed Content. The Licensors shall have no direct liability to the Customer.
- 9.3.5 Where any Lensor's trademarks appear on the Product or any Report, then the Customer shall not tamper with or suppress the same, and the Customer acknowledges the IPR of the Lensor.
- 9.3.6 For the purposes of calculating the licensing fees due to Licensors, the Customer shall allow THUK to disclose the Customer's identity to the Licensors and to provide them with the information set out on the Form, namely, the Products licensed, duration of Initial Term and Fees to be paid.
- 9.4 THUK warrants in respect of its own IPR utilised in connection with this Agreement that to the best of its knowledge:
- 9.4.1 the IPR are valid and subsisting and it is entitled to grant any licence granted under this Agreement;
- 9.4.2 the exercise of any licence to use THUK's IPR granted under this Agreement will not give rise to infringement claims by third parties; and
- 9.4.3 it is not aware of any wrongful use by any third party of its IPR or of any act or omission which may endanger the IPR or the registrations of, or applications for, the IPR.
- 9.5 The Customer undertakes that it shall, as soon as reasonably practicable, bring to the attention of THUK any improper or unlawful use or infringement of THUK's IPR which comes to its notice and if requested assist THUK in taking all reasonable steps to defend THUK's rights.
- 9.6 The Customer acknowledges that Telstra Health UK may set necessary cookies to enable core functionality in its tools and/or hosted or managed websites. Permitted Users may disable these within browser settings but this may affect functionality. Other cookies for the purposes of analytics and performance may also be set with the consent of Permitted Users.
- 9.7 The Customer hereby grants to THUK a limited right to use its name and trademarks in promotional and marketing materials. The Customer can revoke this licence at any time on serving 3 months' written notice.

10. RIGHTS OF AUDIT

Page 11

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 10.1 The Customer shall throughout the Term keep complete true and accurate books of accounts and records of all usage records of IPR licensed under and royalty matters relevant to this Agreement. With the Customer's consent, THUK shall endeavour to carry out an audit on these records remotely from THUK premises. In the event that this remote audit is not satisfactory, at the request of THUK the Customer shall on not less than seven (7) days' notice permit an independent firm of chartered accountants (or any other independent person appointed by THUK) at any reasonable time during normal business hours (at THUK's expense) to inspect and take copies (and hereby permits such person to enter any building for such purpose) of all books, records, computer systems and accounts for the purpose of verifying its compliance with the terms of this Agreement. Any such person shall first enter into a reasonable confidentiality agreement with the Customer it being agreed that for the avoidance of doubt the auditors can disclose to THUK such information as is appropriate to enable THUK to have a full understanding of the report being provided by the auditor to it.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

11. PARTIES RELATIONSHIP

- 11.1 For the purposes of this Agreement, the Parties agree that nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venture parties. Each Party agrees that it shall have no power or right to bind or oblige the other Party, nor shall it hold itself out as having such authority, power or right.

12. WARRANTIES

- 12.1 Each Party warrants and represents to the other that it has the full right and authority to enter into this Agreement and to authorise the use by the other party of any product, information or data supplied or licensed by it under this Agreement.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in this Agreement shall exclude or limit either party's liability for personal injury or death caused by its negligence.
- 13.2 THUK shall not be held liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of business, goodwill, savings, revenue or profit.
- 13.3 The Customer acknowledges that the accuracy of data which is generated by the Products relies substantially on the accuracy of the data which is inputted into the Products, and further acknowledges that the Input Data and the Licensed Content are obtained from authorised sources which are outside of the control of THUK. Therefore THUK shall have no liability to the Customer for losses arising as a result of inaccurate or incomplete data, nor for losses arising as a result of decisions made based on such data.
- 13.4 The Reports generated by the Product should not be used as a substitute for professional judgement. The accuracy and completeness of Reports cannot be guaranteed and they should be used as a guide only. Healthcare professionals should use their clinical judgement in interpreting the Reports. No claim is made about the accuracy, reliability or completeness of any Report, and all warranties, express or implied, are specifically disclaimed, including, but not limited to, any implied warranties of fitness for a particular purpose.
- 13.5 Subject to the above provisions each Party's aggregate liability for losses arising out or in connection with this Agreement (but not including the Fee payable) shall be limited to the higher of one hundred thousand pounds (£100,000) or total Fee paid to THUK as at the date that a particular event of default occurs.

14. TERMINATION

- 14.1 All rights to terminate under this clause shall operate without prejudice to any other rights and remedies available to the Parties under this Agreement.
- 14.2 Either the Customer or THUK may terminate this Agreement forthwith by written notice in the event that
- 14.2.1 the other Party commits a material breach of this Agreement or a repeated non-material breach and does not or cannot remedy such breach within thirty (30) days of a written notice by the other party identifying such breach and requiring the party in breach to remedy the same; or

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

- 14.2.2 the other Party becomes insolvent, is adjudicated bankrupt, enters liquidation, ceases to operate or has a receiver, administrator or the like appointed over it or all or any part of its assets. For the avoidance of doubt, the merger, amalgamation or reorganisation of the Customer shall not be grounds for termination by the Customer.

15. CONSEQUENCES OF TERMINATION

- 15.1 All obligations of THUK and all rights granted in respect of the Product shall cease forthwith upon termination of the Agreement unless otherwise expressly provided in the Agreement or agreed in writing by the Parties.
- 15.2 THUK shall issue a final invoice for any sums outstanding in respect of the Customer's use of the Product and the Customer shall pay any such outstanding sums within thirty (30) days of issue of the invoice.
- 15.3 For the avoidance of doubt, the obligations in this Agreement concerning confidentiality, publication of results, and ownership by the Customer and transfer, assignment or delivery to the Customer of inventions, information, data, materials and documentation and any other provision which expressly or by implication is intended to survive termination shall survive the termination of this Agreement.

16. FORCE MAJEURE

- 16.1 In the event that THUK or the Customer shall be delayed or hindered in or prevented from the performance of any act required from it, hereunder by reasons of strike, lockouts, labour troubles, inability to procure materials including Input Data, failure of power or restrictive government or judicial orders, or decrees, riots, insurrection, war, acts of God, inclement weather or other reason or cause whatsoever beyond their control, then performance of such act shall be excused for the period of delay. For the avoidance of doubt, the unavailability of the internet shall constitute a reason beyond THUK's control for the purposes of this clause.

17. NOTICES

- 17.1 Any notice given by either party hereunder shall be in writing, signed by or on behalf of the Party giving it, and delivered personally or certified mail to the addresses of the Parties appearing on the Form.
- 17.2 A notice shall be deemed to have been served:
- 17.2.1 At the time of delivery if delivered personally; or
- 17.2.2 Forty eight (48) hours after posting in the case of an address in the United Kingdom and ninety six (96) hours after posting for any other address.

18. WAIVER

- 18.1 The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. Any waiver must be in writing and expressly refer to the obligation that is waived.

19. SURVIVAL

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

Version 1.6 May 2024

- 19.1 If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. ASSIGNMENT

- 20.1 The Customer shall not be entitled to assign the benefit of this Agreement or the rights granted under it or to sub-contract or delegate any of its obligations, including as part of a group reorganisation, without the prior written consent of THUK, not to be unreasonably withheld.

21. RIGHTS OF THIRD PARTIES

- 21.1 Unless expressly provided in this Agreement, no express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

22. ENTIRE AGREEMENT

- 22.1 This Agreement and the documents referred to in it set out the entire agreement and understanding between the Parties with respect to the subject matter of it. Neither THUK nor Customer has relied or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking which is not set out in this Agreement. Liability for fraudulent misrepresentation is not excluded.

23. GOVERNING LAW AND DISPUTES

- 23.1 The construction, validity and performance of this agreement and any dispute or collateral matter relating to its subject matter will be governed by and construed in accordance with the laws of England and Wales.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

3 Annex 1: Description of Processing of Personal Data

Description	Details
Subject matter of the processing	Processing of patient level healthcare data to provide management information, analysis and clinical benchmarking and, where commissioned, to deliver customised projects to meet individual customer needs to an agreed specification.
Duration of the processing	Any processing will commence from the commencement date of the Agreement and will continue until the expiry of the Agreement.
Nature and purposes of the processing	Customers use Telstra Health UK's data acquisition platform to send data securely for processing. Telstra Health UK process the data to develop and provide key metrics, indicators and reports to help customers achieve sustainable improvements in their performance, to gain insight and to inform decision-making. Customers access the analysis via Telstra Health UK's securely delivered reporting services. Outputs will be used by customers to investigate clinical quality, performance and business development, including, but not limited, to: • analyse trends • monitor quality of services provided • identify potential efficiency and other improvement opportunities • assess and manage clinical quality and patient safety • identify areas of best practice • understand patient outcomes • monitor the impact of implemented changes • identify variations in outcomes • benchmark against national datasets • understand and influence demand and patient flow • investigate risk-adjusted quality, patient safety and clinical outcomes data Customers can commission bespoke analytics and data science services, which are tailored to their specific needs to identify clinical variation, efficiency savings, predict patient risk and improve patient outcomes.
Type of Personal Data	Patient level healthcare data relating to the Customer's patients. The parties will agree data

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.

	schemas prior to processing and include the following based on the SUS+ Extract Specification (https://digital.nhs.uk/services/secondary-uses-service-sus/payment-by-results-guidance): The key schema are: • APC Full Online • OP Full Online • EM Full Online Supplementary SUS data schema (e.g. Multi-birth tail) will be agreed prior to processing. Data will include ethnicity data. A consistent local patient identifier is required for the re-identification of patients (for authorised Permitted Users only).
Categories of Data Subject	Patients of the Customer
Plan for return and destruction of the data once the processing is complete UNLESS requirement under applicable law to preserve that type of data	At the sole option of the Controller, Telstra Health UK shall return and/or destroy all Personal Data in accordance with the Agreement and/or Controller's instructions and policies. Data will be securely destroyed using specialist data erasure software. Data erasure is verified and certified resulting in an audit trail.

Registered Address

2nd Floor, Blue Fin Building, 110 Southwark Street
London SE1 0TA

E: info@health.telstra.com W: www.telstrahealth.co.uk T: +44 (0) 20 7332 8800

Registered Company No. 3812015. A related entity of Telstra Corporation Limited.