

LOGEX

Terms & Conditions

Order of Precedence

In the event of any conflict or inconsistency between these Terms and Conditions and the G-Cloud 15 Framework Agreement and/or Call-Off Contract Terms, the G-Cloud 15 Framework Agreement and Call-Off Contract Terms shall take precedence.

Framework Agreement LOGEX Products and Services

The parties

[...], with its registered office in [...], [...] (the **NHS Trust**)

and

LOGEX Healthcare Analytics Ltd, with its registered office at 27 Greville Street London EC1N 8TN (**LOGEX**);

hereinafter also individually referred to as **Party** and collectively as **Parties**.

Whereas

- (a) LOGEX runs a business that operates, develops, hosts and maintains software and offers data-driven solutions that give healthcare providers insights to improve care.
- (b) The NHS Trust wishes to subscribe to one or more Products and/or Services from LOGEX from time to time by entering into one or more Order Forms.
- (c) In this Agreement, the Parties wish to set out and agree the terms and conditions under which LOGEX offer its Products and Services to the NHS Trust.

Agreed terms

Clause 1 – Definitions

- 1.1 Capitalised words and expressions used in this Agreement and the Order Forms have the meaning set out below, unless the context requires otherwise.

Agreement	this framework agreement concluded between the Parties, including the Annexes;
Order Form	an order form entered into between the Parties pursuant to which the NHS Trust subscribes to certain Products and/or Services from LOGEX under the terms and conditions of this Agreement;
Products	the Products supplied by LOGEX to the NHS Trust as set out and agreed in one or more Order Forms; and
Services	the Services provided by LOGEX to the NHS Trust as set out and agreed in one or more Order Forms.

Clause 2 – Order Form(s)

- 2.1 The NHS Trust instructs LOGEX to supply Products and perform Services by entering into one or more Order Forms.
- 1.1 Each Order Form shall form a separate agreement that incorporates the terms of this Agreement in addition to the terms and conditions in the Order Form.
- 1.1 The NHS Trust may designate in an Order Form one or more (persons working at) departments that are authorised to adjust (the level of) the Services and/or Products subscribed to during the term of an Order Form by concluding a new or supplementary Order Form.

Clause 3 – Responsibilities NHS Trust

- 3.1 The NHS Trust shall make all data, documents, equipment, materials or personnel reasonably necessary for the performance of the Agreement and Order Form(s) available to LOGEX on LOGEX' first request in a timely, accurate and complete manner in a form and manner satisfactory to LOGEX. Furthermore, the NHS Trust shall render all cooperation reasonably necessary for the performance of the Agreement and any Order Form.

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- 3.2 The NHS Trust warrants the accuracy, completeness and timeliness of all information, materials, documents, procedures, and instructions that the NHS Trust gives or has caused to be given to LOGEX for the purposes of the performance of the Agreement and any Order Form.
- 3.3 If the NHS Trust does not, does not timely, does not correctly or does not fully comply with the obligations referred to in this Clause and this has demonstrably resulted in additional work for LOGEX, LOGEX shall be entitled to charge any additional costs to the NHS Trust. LOGEX shall in such case further be entitled to suspend performance of the relevant part of the Order Form for which correct performance by the NHS Trust is required.

Clause 4 – Exchange of confidential information

- 4.1 LOGEX shall receive from the NHS Trust all necessary information (including confidential information and other information) for the successful implementation of a Product or Service.
- 4.2 The NHS Trust's contact person and LOGEX's contact person will consult each other to coordinate and carry out the exchange of information.
- 4.3 The method of providing the above confidential information may be:
- in writing;
 - by delivery of electronic and optical data carriers;
 - by providing access to confidential information, for example, by providing access to automated data collections such as databases; or
 - by means of oral and/or visual presentation or demonstrations.

Clause 5 – Obligation of Confidentiality

- 5.1 The Parties shall keep the contents of this Agreement and any Order Form confidential. Furthermore, each Party shall keep confidential all written and/or verbal information or data provided by the other Party in connection with the performance of the Agreement and any Order Form, which it knows or should reasonably assume to be secret and/or of a confidential nature. The source data, the benchmarks, the source of the information provided, the financial and statistical data, and business information relating to a Party's internal operations shall, in any case, be deemed as confidential information in this respect. Information and data shall not be deemed as confidential if it (i) was already known to the general public before the date of signature of this Agreement, (ii) becomes known to the general public in a manner other than disclosure by a Party or (iii) has been lawfully acquired by a Party or has

become lawfully known to a Party before this information and/or data was made available to that Party.

- 5.2 The Party receiving confidential information and/or data shall only use it for the purpose for which it has been provided and shall not disclose it or otherwise make it available to third parties in any way whatsoever without the other Party's prior written consent.
- 1.1 In the event that benchmarking is part of the proposition, LOGEX is permitted to use (confidential) written and/or oral information obtained from the NHS Trust in the context of the performance of this Agreement and Order Form(s) for the preparation, adjustment, expansion and/or improvement of a benchmark, provided that no personal data is being processed for this purpose outside the scope of the order of the NHS Trust (e.g. by using the aggregated and/or anonymous processing results and not the personal data itself). The confidentiality provisions included in Clause 5 do not apply with respect to the aggregated benchmark data as this data is not directly or indirectly traceable to individual healthcare providers and/or patients.
- 5.3 The Parties must require from their personnel and any third parties engaged by them for the performance of this Agreement and Order Form(s) that they comply with the provisions of this Agreement. The Parties will only disclose confidential information entrusted to them under the Agreement to their personnel and third parties engaged by them if and insofar as this is necessary for the performance of the Agreement and Order Form(s).

Clause 6 – Intellectual property rights

- 6.1 The NHS Trust acknowledges and agrees that LOGEX and/or its licensors or its suppliers own all intellectual property rights to the Products and Services, including but not limited to the software, websites, data files, equipment or other materials and documents such as analyses, benchmarks, models, designs, reports, quotations, as well as preparatory materials related to these, developed and/or made available to the NHS Trust on the basis of the Agreement and Order Form(s).
- 6.2 The NHS Trust obtains only the rights of use expressly conferred by this Agreement, the Order Form(s) or the law and the NHS Trust obtains these rights of use exclusively for the term of this Agreement. A right of use to which the NHS Trust is entitled is non-exclusive, non-transferable to third parties and does not include any right to grant sublicenses.

Clause 7 – Liability and Indemnity

- 7.1 LOGEX's liability is limited to loss suffered by the NHS Trust as a direct consequence of a breach of this Agreement and/or any Order Form which is solely attributable to LOGEX. LOGEX shall under no circumstances be liable for foreseeable or unforeseeable business, consequential and/or indirect loss, including, but not limited

to, loss of profit and turnover, loss due to delay, lost savings, loss due to business interruption, and immaterial loss suffered by the NHS Trust.

- 7.2 Without prejudice to the foregoing provisions and except in connection with LOGEX's gross negligence or wilful misconduct, the total liability of LOGEX for any claim directly or indirectly arising out of this Agreement and/or any Order Form shall be limited to the [...] agreed annual invoice amount of the Order Form related to the damage suffered by the NHS Trust. [...] amount paid out to the NHS Trust under the professional indemnity insurance taken out by LOGEX.
- 7.3 The NHS Trust indemnifies LOGEX against all claims for compensation from third parties (including its staff) insofar as it concerns damage or loss resulting from the NHS Trust's failure to comply with its obligations under this Agreement and/or any Order Form.
- 7.4 The NHS Trust can no longer rely on a defect in the performance of this Agreement and/or an Order Form if it has not made a written complaint to LOGEX, clearly stating the alleged defect, within thirty days of the date it discovered, or should reasonably have discovered, the defect.
- 7.5 Any right of the NHS Trust to compensation shall in any case lapse five years after the occurrence of the damage or loss.

Clause 8 – Rate structure and payment terms

- 8.1 The rate structure depends on the NHS Trust's turnover as of the date of this Agreement.
- 8.2 LOGEX's prices are exclusive of value-added tax (VAT), which shall be added to the NHS Trust's direct debt or invoice at the appropriate rate. All amounts and fees stated or referred to in this Agreement and Order Form(s) shall be payable in pounds sterling.
- 8.3 LOGEX adjusts its prices on 1 January based on the national inflation rate (CPI 12-month inflation rate) of the previous full year as determined by the Office for National Statistics (ONS). The first indexation with take place on 1 January [...].
- 8.4 LOGEX shall invoice the NHS Trust at the beginning of each year in respect of the Products and Services to be provided to the NHS Trust in the upcoming year.
- 8.5 The NHS Trust shall pay the invoice within 30 days after the date of such invoice.
- 8.6 If the NHS Trust has not, not timely or only partially fulfilled its payment obligations, it shall be deemed to be in default by operation of law and the amount owed by the NHS Trust - without further demand or notice of default by LOGEX – shall be immediately due and payable, increased with the statutory interest rate per month on the (remaining) amount owed by the NHS Trust, calculated from the first day after the expiry of the agreed payment term, whereby part of a month shall be calculated as one month.
- 8.7 If LOGEX has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of LOGEX reserves the right to freeze the

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- NHS Trust's user accounts and access to all or part of the Products or Services and LOGEX shall be under no obligation to provide any or all of the Products or Services while the invoice(s) concerned remain unpaid.
- 8.8 All judicial or extrajudicial costs incurred by LOGEX in the collection of the amounts owed by the NHS Trust shall be borne by the NHS Trust.

Clause 9 – Additional work

- 9.1 LOGEX shall timely notify the NHS Trust of (impending) additional work that does not fall within the agreed scope of work as included in the relevant Order Form. Additional work is only eligible for reimbursement if it has been approved in advance by the NHS Trust in writing. If, with the prior consent of the NHS Trust, LOGEX has performed services falling outside the content or scope of an Order Form, such work or performance shall be reimbursed by the NHS Trust in accordance with the agreed rates and, in the absence thereof, in accordance with LOGEX' usual current rates. Agreed additional work shall be invoiced separately.
- 9.2 The NHS Trust accepts that additional work may affect the agreed or expected time of completion of the Services and the mutual responsibilities of the NHS Trust and LOGEX. The fact that (the demand for) additional work arises during the performance of an Order Form shall not constitute grounds for the NHS Trust to terminate or dissolve the Order Form, without prejudice to the termination options set out in Clause 12.

Clause 10 – Transfer of rights and obligations

- 10.1 A Party is not allowed to assign, transfer charge, sub-contract or deal with all or any of its rights and/or obligations under this Agreement and Order Form(s) to third parties without prior written consent of the other Party.
- 10.2 LOGEX may transfer its rights and obligations under this Agreement and Order Form(s) to and/or have them performed by other entities that at any time form part of the group under LOGEX International Healthcare Analytics B.V.

Clause 11 – Duration of Agreement and Order Form(s)

- 11.1 This Agreement enters into force on [...] and has a term of [...] years and [...] months and ends on [...]. This Agreement will renew automatically annually thereafter, unless one of the Parties gives written notice of termination with due observance of a notice period of [...] months.
- 11.2 Each Order Form has a term as stipulated in the relevant Order Form. In the absence thereof, an Order Form shall have a term equal to this Agreement.
- 11.3 Termination of an Order Form shall only relate to that Order Form unless a Party expressly indicates otherwise in the written notice of termination to the other Party.

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- 11.4 Termination of this Agreement and/or an Order Form does not release the Parties from their ongoing obligations under this Agreement and/or the relevant Order Form, which by their nature are intended to continue after termination. These obligations include confidentiality and dispute resolution.
- 11.5 If an Order Form is terminated, this Agreement and any other Order Form shall remain in force, unless simultaneously this Agreement and any other Order Form terminates.

Clause 12 – Suspension and Termination

- 12.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement and/or any Order Form with immediate effect by giving written notice to the other Party if:
- a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - b) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; or
 - e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.2 Without prejudice to the provisions of clause 12.1, the NHS Trust shall only be entitled to partially terminate this Agreement and/or any Order Form in respect of future services by LOGEX or any non-performance by LOGEX in the past. All services already rendered by LOGEX under this Agreement and/or an Order Form at the time of partial or total dissolution cannot be revoked under any circumstances and all invoices relating to those services shall remain immediately due and payable at the time of termination.

Clause 13 – Force Majeure

- 13.1 Subject to giving written notice to the other Party and on request providing documentary evidence, neither Party shall be in breach of this Agreement and/or any Order Form nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement and/or any Order Form if such delay or failure result from events, circumstances or causes beyond its reasonable control (a non-attributable failure). In

such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the Party not affected may terminate this Agreement and any Order Form by giving 14 days written notice to the affected Party, without the Party terminating being liable to pay any compensation or damages to the other Party.

- 13.2 In the event of force majeure, LOGEX shall be entitled to payment for any services performed by LOGEX on behalf of the NHS Trust prior to the force majeure event occurred.

Clause 14 – Governing law and jurisdiction

- 14.1 This Agreement and all Order Forms are governed by the laws of England and Wales.
- 14.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement and/or any Order Form or its subject matter or formation (including non-contractual disputes and claims).

[SIGNATURES FOLLOW ON THE NEXT PAGE]

Date: [...]

For and on the behalf of
the NHS Trust,

[...]

For and on the behalf of
LOGEX,

[...]

LOGEX Healthcare Analytics Ltd

Data Processing Agreement

The undersigned

[...] with its registered office in [...], [...], [...], legally represented in this matter by [...] (the "**Controller**");

and

LOGEX Healthcare Analytics Ltd., with its registered office in London and principal place of business at 17-18 Aylesbury Street, listed under the company registration number 3727117, legally represented in this matter by Philipp Jan Flach, Authorized Representative (the "**Processor**");

hereinafter also to be jointly referred to as the "**Parties**" and individually as the "**Party**".

Whereas

- (a) The Processor shall provide services on behalf of the Controller, as described in the Agreement(s) outlined in Annex 1.
- (b) The services provided shall include the Processing of Personal Data by the Processor on behalf of the Controller, including information on patients' health.
- (c) The Processor shall Process the information concerned exclusively on behalf of the Controller, and shall not use it for its own purposes.
- (d) The Parties wish to record in this Data Processing Agreement their arrangements with regard to the Processing of Personal Data to be carried out as part of the services to be provided.
- (e) This Data Processing Agreement shall replace any and all similar agreements previously concluded between the Parties, where applicable.

Agreed terms

Article 1 - Definitions

1.1 In this Data Processing Agreement, the following capitalised terms shall have the following meanings:

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|----|--|---|
| a) | Agreement(s) | The agreement(s), mentioned in Annex 1, governing the provision of products and/or services. |
| b) | Data Processing Agreement | This agreement. |
| c) | Data Subject, Personal Data, Personal Data Breach, Processing, Processor and Supervisory Authority | These terms have the meaning given to them in the European Data Protection Law. |
| d) | Employee | A natural person who works for or at either Party and is involved in the performance of this Data Processing Agreement. |
| e) | European Data Protection Law | Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), and all other data protection laws in the European Economic Area ("EEA") and the United Kingdom, each as applicable, and as may be amended from time to time.. |
| f) | Incident | <ul style="list-style-type: none">i a complaint or request by a Data Subject with regard to the Processing of Personal Data;ii an investigation or confiscation of Personal Data by government officials or a suspicion that such may occur at some point in the future; oriii a Personal Data Breach. |
| g) | International Data Transfer | Any transfer of Personal Data from the EEA or the United Kingdom to an international organization or to a country outside of the EEA and the United Kingdom. |

h) Sub-Processor

Any third party engaged by the Processor to Process Personal Data as part of the Agreement(s), not being Employees.

- 1.2 The aforementioned expressions, and others, shall be interpreted in a manner consistent with the European Data Protection Law.

Article 2 - Scope and Applicability

- 2.1 This Data Processing Agreement applies to the Processing of Personal Data by the Processor on behalf of the Controller as part of the performance of the Processor's services set forth in the Agreement(s).

Article 3 - Instructions

- 3.1 The Processor guarantees that it will only Process Personal Data on behalf of the Controller if:
- a) such is necessary for the performance of the services set forth in the Agreement(s) (within the scope specified in Annex 1); or
 - b) the Controller has provided additional written instructions to that effect.
- 3.2 Pursuant to the provisions of Article 3.1.a, the Processor shall Process the Personal Data specified in Annex 1 exclusively for the purposes and in the manner described in said annex.
- 3.3 The Processor shall follow any and all reasonable instructions provided by the Controller with regard to the Processing of the Personal Data. The Processor shall notify the Controller at once if it feels that said instructions constitute a violation of applicable law governing the Processing of Personal Data.
- 3.4 Without prejudice to the provisions of Article 3.1, the Processor shall be allowed to Process Personal Data if it is required to do so by law or regulation (including any court order or administrative decisions based on it). In such cases, the Processor shall notify the Controller of the intended Processing of the Personal Data and of the statutory provision prior to the Processing, unless it is barred by said legislation from notifying the Controller beforehand on important grounds of public interest.
- 3.5 The Processor shall deidentify and anonymise Personal Data as part of the Processing. The Processor shall be authorised to utilize fully anonymised Personal Data for its business purposes including research, benchmarking, analytics, development, and improving its products and services.

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- 3.6 The Processor shall ensure that the Employees authorised to Process Personal Data are subject to an obligation of confidentiality.

Article 4 - Security and Audit

- 4.1 To protect Personal Data from loss, unauthorised inspection, damage or any other form of unlawful Processing, and to guarantee the availability of Personal Data when due, the Processor shall implement appropriate and effective technological and organisational measures, which shall be in accordance with the nature of the Personal Data to be Processed. These security measures shall include any measures which may be stipulated in the Agreement(s). These measures shall include the following:
- a) measures designed to ensure that only authorised Employees can access the Personal Data for the purposes outlined;
 - b) measures involving the Processor only granting its Employees and Sub-Processors access to Personal Data through individual named accounts, with the use of said accounts being adequately logged and with the accounts concerned only granting their users access to those Personal Data whose access is necessary for the legal person concerned;
 - c) measures designed to protect the Personal Data from unintentional or unlawful destruction, unintentional loss or changes and unauthorised or unlawful retention, processing, access or disclosure;
 - d) measures designed to identify weaknesses with regard to the Processing of Personal Data in the systems used to provide services to the Controller;
 - e) measures designed to ensure that Personal Data are available when due; and
 - f) measures designed to ensure that Personal Data are separated in a sensible manner from the Personal Data the Processor Processes on its own behalf or on third parties' behalf.
- 4.2 Upon reasonable request, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Data Processing Agreement and allow for and contribute to audits, including inspections, as mandated by a Supervisory Authority or as reasonably requested no more than once a year by the Controller and performed by an independent auditor as agreed upon by the Parties. The foregoing shall only extend to those documents and facilities relevant and material to the Processing of Personal Data and shall be conducted during normal business hours and in a manner that causes minimal disruption.
- 4.3 The Processor shall inform the Controller if the Processor believes that the Controller's instruction under Article 4.2 infringes applicable law. The Processor may suspend the audit or inspection or withhold requested information until the Controller has modified or confirmed the lawfulness of the instructions in writing.
- 4.4 The Controller shall bear the costs related to aforementioned audits.

Article 5 - Incident Management

- 5.1 The Processor shall notify the Controller without undue delay after becoming aware of an Incident. If the Processor's notification is delayed, it will be accompanied by reasons for the delay.
- 5.2 The Processor shall cooperate with the Controller, and shall follow reasonable instructions given by the Controller and enable the Controller to conduct a proper investigation of the Incident, formulate a proper response to the Incident and take appropriate subsequent steps, including notifying the relevant authorities (if applicable and required by law).
- 5.3 If and insofar as the Parties have agreed that the Processor will maintain direct contact with the authorities or any other third parties with regard to an Incident, the Processor shall keep the Controller updated on such contacts.

Article 6 - Assistance

- 6.1 Under applicable data protection laws and regulations, Data Subjects may have certain rights. The Processor shall cooperate with the Controller to ensure that the Controller can fulfil its obligations arising from these entitlements.
- 6.2 In addition, the Processor shall provide the Controller, at the first request of the Controller, with any support required to help it fulfil the legal obligations it has under applicable data protection laws and regulations.

The Processor may charge a reasonable fee for assistance under this Article 6.

Article 7 - Sub-processing

- 7.1 The Controller hereby authorises the Processor to engage Sub-Processors. A list of the Processor's current Sub-Processors is included in Annex 1.
- 7.2 The Processor shall enter into a written agreement with Sub-Processors which imposes the same obligations as set forth in this Data Protection Agreement.
- 7.3 The Processor will notify the Controller prior to any intended change concerning the addition or replacement of Sub-Processors. The Controller may object to the addition or replacement of a Sub-Processor based on reasonable grounds relating to a potential or actual violation of data protection laws by providing written notice detailing the grounds of such objection within thirty (30) days following the Processor's notification of the intended change. The Controller and the Processor will work together in good faith to address the Controller's objection. If the Processor chooses to retain a Sub-Processor

to which the Controller objected, the Processor will inform the Controller at least thirty (30) days before authorising the relevant Sub-Processor to Process Personal Data, and the Controller may then immediately discontinue using and terminate the relevant parts of the services to be provided by the Sub-Processor to which the Controller objected.

Article 8 - International Data Transfers

- 8.1 The Controller hereby authorises the Processor to perform International Data Transfers to any country deemed adequate by the EU Commission or on the basis of appropriate safeguards in accordance with the European Data Protection Law.
- 8.2 If the Processor's compliance with applicable law to International Data Transfers is affected by circumstances outside of the Processor's control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then the Controller and the Processor will work together in good faith to reasonably resolve such non-compliance.

Article 9 - Liability

- 9.1 The Parties shall be severally responsible and liable for their own acts.
- 9.2 The total aggregate liability of the Processor in respect of any and all claims, whether in contract, negligence or otherwise under or in connection with this Data Processing Agreement and the Processing of Personal Data shall not exceed GBP 1,000,000.-. In no event shall the Processor be liable to the Controller for any punitive, exemplary, indirect or consequential damages, or lost profits or revenues, provided that the foregoing limitations in this Article 9.2 shall not apply to any claim based upon the Processor's wilful misconduct of fraud.
- 9.3 To the extent permitted by applicable law, where the Processor has paid damages or fines, the Processor is entitled to claim back from the Controller that part of the compensation, damages or fines, corresponding to the Controller's part of responsibility for the damages or fines.

Article 10 - Duration and Termination

- 10.1 This Data Processing Agreement shall enter into force on the date of signing, and the duration of this Data Processing Agreement shall be identical to the duration of the Agreement(s) mentioned in Annex 1, including any extensions thereof.
- 10.2 Obligations which, by their very nature, are meant to continue to apply even after the termination of this Data Processing Agreement shall continue to apply after the termination of this Data Processing Agreement. Such provisions shall include those which arise from provisions governing confidentiality, liability, dispute resolution and applicable law.

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- 10.3 The Controller may request return of Personal Data up to ninety (90) days after termination of the Agreement(s) mentioned in Annex 1. The Processor will delete all remaining copies of Personal Data within one hundred eighty (180) days after termination of the Agreement(s) mentioned in Annex 1, unless longer retention by the Processor is required pursuant to applicable law.

Article 11 - Intellectual Property Rights

- 11.1 If the (collection of) Personal Data is protected by any intellectual property rights, the Controller shall grant the Processor permission to use the Personal Data as part of the performance of this Data Processing Agreement.

Article 12 - Final Provisions

- 12.1 The recitals constitute a part of this Data Processing Agreement.
- 12.2 In the event that one or more provisions of this Data Processing Agreement are rendered null or void, the other provisions shall remain in force completely.
- 12.3 In any cases not covered by this Data Processing Agreement, the Parties shall decide on a course of action by mutual agreement.
- 12.4 This Data Processing Agreement will be governed by the laws of England and Wales.
- 12.5 If any dispute should arise, the Parties shall make a concerted effort to resolve said dispute by mutual agreement. This includes the possibility of resolving the dispute by means of mediation or arbitration by a party to be determined by mutual agreement.
- 12.6 Disputes with regard to, or in relation to, this Data Processing Agreement shall be heard exclusively by the competent court of law or arbitrator(s) named in the Agreement(s) mentioned in Annex 1.

SIGNATURES FOLLOW ON THE NEXT PAGE

City: [...]

Date: [...]

Client,

Contractor,

[...]

LOGEX Healthcare Analytics Ltd

Annex 1– Agreements, nature of the acts of Processing and description of Personal Data (including data concerning health)

This Data Processing Agreement constitutes an annex to the following Agreement and relates to the following types of Personal Data.

Start date contract	Reference / title contract	Short description of services	Nature of Processing	Types of Personal Data	Categori es of data subjects	Purpose of Processing	Authorised Sub-Processors	Agreements regarding retention periods
Start of the main agreement	Financial Control Platform	SAAS application providing information and analytics with respect to "Costing", "Planning, Budgeting & Forecasting", and "Income"	Processing takes place at the location of the Processor. Processing includes receiving, storing, aggregating and anonymising Personal Data to be applied in modules of the Financial	See annex 1a	Personnel and staff members	The Financial Control Platform provides healthcare providers and clinicians with insights and management information regarding their operational and financial results	See annex 1b	Source data supplied with Personal Data to be retained until termination of the Agreement(s), or in case of an ongoing contract data older than 5 years to be removed. Personal Data to be returned to the Controller and deleted in accordance with Article 10.3 of this

			Control Platform					Data Processing Agreement
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Annex 1a – Types of Personal Data

Patient data fields **are being Processed for the following modules:**

Data field / product	Costing	Advanced costing analytics (patient, pathways, diagnostics and drugs)	Planning, Budgeting & Forecasting	Income
Patient – Identifiers	X	X	X	X
Patient – Date-of-birth	X	X	X	X
Patient – Gender	X	X	X	X
Patient – Country and full postal code	X	X	X	X
Patient – Diagnose and disease information	X	X	X	X
Patient – Encounters	X	X	X	X

Consultant / staff data fields are being Processed for the following modules:

Data field / product	Costing	Advance costing analytics (Practice-, process-, pathway-,. drug variation)	Planning, Budgeting & Forecasting	Income
Consultant / staff – Identifiers	x	x	x	x
Consultant / staff – Name (optional)	x	x	x	x
Consultant / staff – Date of birth			x	
Consultant / staff – Contract number			x	
Consultant / staff – Step/scale			x	
Consultant / staff – Salary		x	x	
Consultant / staff – Date start of employment			x	
Consultant / staff – Date end of employment			x	
Consultant / staff – Jobplan	x			

Annex 1b - Overview of Sub-Processors

Sub-processors	Description	Privacy and security	Application	Location data
LOGEX Solution Center s.r.o.	Czech subsidiary of LOGEX Group B.V.	LOGEX Solution Center s.r.o. is ISO27001 certified	Software development	LOGEX Solution Center uses the same data locations as LOGEX B.V.
LOGEX B.V.	Dutch subsidiary of LOGEX Group B.V.	LOGEX B.V. is ISO27001 certified	Software development	LOGEX B.V. will access the Azure UK South tenant.
Microsoft Azure https://azure.microsoft.com	License via a third-party Cloud Service Provider (CSP). This CSP has no access to the data	Microsoft Azure is ISO27001:2013 certified	Azure services are being used for: - Data archiving - Monitoring applications - Message bus	Azure region UK South (London UK)

Support agreements Financial Analytics

The undersigned

[...], with its registered office in [...], [...], [...] (the **NHS Trust**);

and

LOGEX Healthcare Analytics Ltd, with its registered office at 27 Greville Street London EC1N 8TN
(**LOGEX**);

hereinafter also individually referred to as **Party** and collectively as **Parties**.

Whereas

- a) LOGEX runs a business that operates, develops, hosts and maintains software and offers data-driven solutions that give healthcare providers insights to improve care.
- b) The NHS Trust wishes to subscribe to one or more Products and/or Services from LOGEX from time to time by entering into one or more Order Forms.
- c) The parties wish to agree in this Agreement on the level of support LOGEX will provide to the NHS Trust, including in particular with regard to the system and infrastructure used, maintenance, security and technical support provided (the **Support Agreements**)
- d) These Support Agreements are an annex to the Order Form concluded for the Products in the Financial Analytics Proposition.

Agreed terms

Clause. 1 – General

- 1.1 The provisions of the Framework Agreement and the Order Form apply to these Support Agreements, unless a provision is explicitly deviated from in these Support Agreements.
- 1.2 The definitions from the Framework Agreement and the Order Form are also used in these Support Agreements.

Clause. 2 – System and infrastructure

- 2.1 LOGEX makes an online environment available to various users (see Clause 6 below) within the NHS Trust. In the online environment, the applications and reports on behalf of the Financial Analytics Proposition are made available.
- 2.2 The online tools from the Financial Analytics Proposition are made available via LOGEX Online. The following applies here:
- 2.3 LOGEX models are hosted in data centres that are ISO27001-certified.
 - LOGEX aims for an availability ("availability"; AVA) of LOGEX Online of at least 97% per month, which is measured by dividing the mean time between availability failures ("mean time between failures"; MTBF) by the total of that mean time between availability failures (MTBF) plus the mean time to repair ("mean time to repair"; MTTR). Or: $AVA = MTBF / (MTBF + MTTR)$.
 - LOGEX makes daily and weekly backups for all products available via LOGEX Online. LOGEX may decide to make a backup every one hour during a period to be determined by LOGEX, if the extent to which the Financial Analytics Proposition is used and data is processed within that framework necessitates this in the reasonable opinion of LOGEX.
 - All logins, delivered inputs, changes, updates, etc. by users (both local and LOGEX) are stored on an ongoing basis ("dynamic userlogging") to track changes within the models.
- 2.4 Within these Support Agreements, the following updates are included (no additional cost):
 - Functional updates in response to new insights developed by LOGEX, whether or not in consultation with customers and users
 - Updates to functionality, logic and extracts following delivery of new National Cost Collection specifications by NHS England. LOGEX always strives to process product structure changes on time so that work can be carried out. However, in case of very radical and unforeseen updates, LOGEX reserves the right to take longer.

- Substantive technical updates in response to new laws and regulations as adopted by NHS England in particular.
- 2.5 LOGEX may make changes to the content or scope of online environment and/or tools. If such changes result in a change of the procedures applicable to the NHS Trust, LOGEX will inform the NHS Trust as soon as possible. The costs associated with the change of the procedures applicable to the NHS Trust shall be borne by the NHS Trust. In such case, the NHS Trust may terminate these Support Agreements in writing by the date on which the change takes effect, unless such change is related to changes in relevant legislation or other regulations issued by competent authorities or LOGEX bears the costs of such change.
- 2.6 LOGEX may continue the implementation of the online environment and/or tools using a new or modified version of the online environment and/or relevant tools. LOGEX is not obliged to maintain, modify or add certain features or functionalities of the online environment and/or tools specifically for the NHS Trust.
- 2.7 LOGEX is neither liable for nor can guarantee that the information provided in the online environment and/or (output generated by) the tools is always complete, correct, up-to-date, or contributes to the result intended by the NHS Trust. Given the complexity of the analyses and dependence on data, the NHS Trust itself always has a responsibility to critically assess and validate the results.
- 2.8 The components in the Financial Analytics Proposition have been certified through an ISAE 3402 type II audit.

Clause. 3 – Security

- 3.1 LOGEX meets the requirements of information and data security (ISO 27001).
- 3.2 Provisions on confidentiality and the exchange and processing of confidential information are included in the Framework Agreement.

Clause. 4 – Maintenance

- 4.1 LOGEX tries to have planned maintenance (infrastructure or software updates) of the Financial Analytics Proposition take place in principle between 00:00 - 06:00 at night, so that users experience little or no disruption.
- 4.2 LOGEX basically tries to implement critical updates immediately where the user is informed about the update in advance.

Clause. 5 – Accessibility

- 5.1 The components and tools of Products from the Financial Analytics Proposition can be accessed online via a web browser.
- 5.2 To use Products from the Financial Analytics Proposition, one of the following browsers should be used:
- Google Chrome (preferred)
 - Mozilla Firefox (preferred)
 - Microsoft Edge
- 5.3 LOGEX facilitates logging in using Single Sign-On (SSO for short). With this solution, LOGEX and the healthcare institution link the accounts of users on LOGEX Online (e-mail addresses) to the internal accounts of the respective healthcare institution. To log into LOGEX Online, the user is first redirected to the healthcare institution's environment. Once logged in there, the user has direct access to the LOGEX products. This provides a greatly enhanced login experience and improved security as authentication takes place on the healthcare institution's side.
- 5.4 LOGEX currently supports SSO links with OIDC, SAML, ADFS and SurfConext. The preference is for SSO links using OIDC.
- 5.5 LOGEX may temporarily decommission all or part of the online environment and/or tools for preventive, corrective or adaptive maintenance or other forms of service. LOGEX will not allow the decommissioning to last longer than necessary and will if possible, take place outside office hours. In case of planned decommissioning not between 00:00 - 06:00 at night, LOGEX will always inform the NHS Trust in good time in advance. In case of unplanned decommissioning, LOGEX will inform the NHS Trust as soon as possible after this occurs.

Clause. 6 – Users

- 6.1 The components and tools of Products from the Financial Analytics Proposition are primarily intended for the following users:
- Board of directors and management
 - Finance department staff
 - Department heads and team leaders
 - Clinical directors and medical staff
- 6.2 The following types of accounts are made available:
- *Manage account*: administrator can manage all inputs and versions and make changes
 - *Discount*: write rights in specific *tools/components* (department/speciality/function dependent)
 - *Read account*: read-only rights to give users insight into models and analytics

- 6.3 LOGEX provides user licences for e.g. the BoD, FP&C, departments and/or specific professional groups that can be assigned within different authorisation levels (management, write, read-only). LOGEX applies the "different access for different purpose" principle.
- 6.4 Products components and tools from the Financial Analytics Proposition offer "section-based access" (shielding specific data/parts).
- 6.5 LOGEX provides the user licences only on behalf of the NHS Trust. The NHS Trust is not free to allow third parties to use the services provided by LOGEX.

Clause.7 – Technical support LOGEX

- 7.1 LOGEX provides all components from the Financial Analytics Proposition with supporting documentation, such as: Explanatory Methodology, Manual, Online training videos, FAQ and help function in online tools.
- 7.2 For support of a technical nature (e.g. solving technical problems, providing assistance with software issues and troubleshooting), or for reporting problems or incidents, the LOGEX UK Service Desk can be contacted at uksupport@logex.com).
- 7.3 LOGEX's *service window* for technical support is on weekdays from Monday to Friday from 09:00 - 18:00.

Clause. 8 – Responsibilities Institution

- 8.1 The NHS Trust undertakes, within its operational obligations, to provide all cooperation to enable LOGEX to meet the set standards for support levels.
- 8.2 To enable LOGEX to properly perform these Support Agreements, the NHS Trust shall always provide LOGEX with all data or information reasonably required by LOGEX in a timely manner. The NHS Trust guarantees the accuracy and completeness of the data, information, designs and specifications provided by it to LOGEX. If the data, information, designs or specifications provided by the NHS Trust contain inaccuracies or are incomplete, LOGEX shall not be held liable for such inaccuracies or consequences.
- 8.3 The NHS Trust shall adequately secure its systems and infrastructure and have anti-virus software in operation at all times. If computer, data or telecommunications facilities, including the Internet, are used in the performance of these Support Agreements, the NHS Trust shall be responsible for the correct selection of the resources required for this purpose and for the timely and complete availability thereof, except for those facilities under the direct use and management of the Supplier. LOGEX shall never be liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, unless Institution proves that such damage or costs result from intent or deliberate recklessness on the part of LOGEX's management.

- 8.4 Without prejudice to its other obligations under the Framework Agreement including appendices, the NHS Trust shall be obliged to report to LOGEX any (security) incidents of which it is aware, providing all relevant information in respect of such incident. The NHS Trust is also obliged to undo any negative consequences arising from an incident as soon as possible or to minimise the further consequences.

Clause. 9 – Duration of Support Agreements

- 9.1 The duration of these Support Agreements is linked to the relevant Order Form. At the moment the Order Form ends, these Support Agreements shall also automatically come to an end, without any notice period and/or payment of a fee, unless the Parties agree otherwise in writing.

Services agreements Financial Analytics

The undersigned

[...], with its registered office in [...], [...] [...], [...] (the **NHS Trust**);

and

LOGEX Healthcare Analytics Ltd, with its registered office at 27 Greville Street London EC1N 8TN
(**LOGEX**);

hereinafter also individually referred to as **Party** and collectively as **Parties**.

Whereas

- e) LOGEX runs a business that operates, develops, hosts and maintains software and offers data-driven solutions that give healthcare providers insights to improve care.
- f) The NHS Trust wishes to subscribe to one or more Products and/or Services from LOGEX from time to time by entering into one or more Order Forms.
- g) Parties wish to agree in this agreement on the level of service which is part of the purchased licences as well as possible additional use of LOGEX services (the **Services agreements**);
- h) These Services agreements are an annex to the Order Form concluded for the Products in the Financial Analytics Proposition.

Agreed terms

Clause. 1 – Definitions

- 1.3 The provisions of the Framework Agreement and the Order Form apply to these Services agreements, unless a provision is explicitly deviated from in these Services agreements.
- 1.4 The definitions from the Framework Agreement and the Order Form are also used in these Services agreements.
- 1.5 In addition, the following definitions apply to these Services agreements:

Included Services	work carried out by LOGEX that is included in the support of purchased license products, and incurs no additional charge above the product license cost;
Fair-use policy	policy on reasonable use of Included Services. If use of activities within Included Services take up such an above-average amount of time on LOGEX, LOGEX will inform the NHS Trust thereof and either terminate the excessive use or charge for it through the Service Bundle or as an ad hoc service.
Ad-hoc services	is defined in Clause 3.3; and
Service Bundel	is defined in Clause 3.4

Clause. 2 – Services part of the licences

- 7.1 The following activities are part of the licences as Included Services. Purchase of these services is either on a fair-use basis or limited by a specific number of purchases per year. The table below sets out the various activities within the Included Services:

Product	Included Services	Comments
Data platform	User rights	

	One-off set-up User management	- As part of the onboarding process of a new institution, or when purchasing a new product license, LOGEX will provide one-off support in setting up user licences. - Any subsequent changes regarding user rights that the NHS Trust cannot technically perform itself are also part of the Included Services.
	Production data	
	Process and validate production data provided by the NHS Trust.	- Service available once as part of client onboarding/implementation process. - As part of the implementation, LOGEX will upload and process one period of data based on the period chosen by the NHS Trust. This data will form the basis of the implementation model and processing of any subsequent periods is not part of the Included Services, and will be the responsibility of the NHS Trust. - Validation checks are carried out at various stages of the data processing and during the implementation process, LOGEX will review these validation checks. Post-implementation, the checking of these validation reports are in principle not part of the Included Services, and will be the responsibility of the NHS Trust. - If, during the implementation process, the validation reports revealed any errors or significant areas of concern, LOGEX shall report this as a guideline back to the NHS Trust within two working days of full receipt of the submission.
	Edit production data supplied by the NHS Trust with the aim of harmonising it with the data specifications supplied by LOGEX	- Service available once as part of client onboarding/implementation process. - Changes initiated by the NHS Trust in the structure of production data supplied, which must be processed by LOGEX with the aim of harmonising them with the LOGEX delivery specifications, or errors or missing data in supplied files, which must be corrected by LOGEX before such data can be used in the LOGEX products, are not part of the Included Services. - Any edits to production data requested by the NHS Trust, which do not aim to harmonise the data with the submission specifications, are not part of the Included Services.
	Other data requests	
	Loading and validating data sources in the LOGEX	LOGEX supports institutions in processing data for which no direct customer

	products, for which no customer environment is available.	environment is available, based on a Fair-use policy. • If the work requires more than the usual time investment, or if the frequency of such requests is such that it can no longer be considered fair-use, LOGEX will notify the NHS Trust accordingly.
	Making generic data exports available	• LOGEX makes several relevant exports available as standard for use of the data contained in LOGEX products within its own data warehouse environments. • Institution-specific or 'custom' exports are not part of the Included Services.
Costing model	NCC extracts	• LOGEX annually ensures availability of the NHSE National Cost Collection submission files as an export.
	Validation analyses	• LOGEX provides adequate opportunities for the NHS Trust to validate the inputs and outcomes of the costing through validation pages in the model and validation reports available as exports.
	NCC Benchmark	• LOGEX annually calculates a one-off NCC cost price benchmark, including draft benchmark, based on what the NHS Trust deemed to be relevant and comparable to other Institutions. LOGEX determines which institutions are part of the benchmark based on quality of outcomes and comparability of institutions.
Planning, Budgeting & Forecasting model	Loading references	• LOGEX once a year makes three relevant production references, simulated in the most recent healthcare product structure, available in the application based on the most recent production data
Income model	Validation analyses	• LOGEX provides adequate opportunities for the NHS Trust to validate the inputs and outcomes of the income through validation pages in the model and validation reports available as exports.
	DLP Extracts	• LOGEX ensures availability of the DLP submission files as an export.
	National Pricelist and Tariff	• LOGEX ensures availability of up-to-date national tariffs and pricelists, within 10 working days* after publication. * Changes to the NHS Payment scheme are not shared with software providers so major changes in the scheme published alongside the consultation, or unannounced changes published with the Local Payment Tariff and any associated

		Grouper and PSS tools are not subject to the 10-day turn-around. LOGEX will provide advice regarding workarounds until they can be incorporated into the tool.
	HRG Grouper and Prescribed Specialised Services Identification tools	LOGEX ensures the availability of all HRG Grouper and Prescribed Specialised Services Identification tools within 10 working days* after publication. * Changes to the NHS Payment scheme are not shared with software providers so major changes in the scheme published alongside the consultation, or unannounced changes published with the Local Payment Tariff and any associated Grouper and PSS tools are not subject to the 10-day turn-around. LOGEX will provide advice regarding workarounds until they can be incorporated into the tool.

Clause. 3 – Ad-hoc services and Service Bundles

- 8.1 In addition to the Included Services described in Clause 2 and the technical support described in the Support agreements, LOGEX also offers the NHS Trust additional model-related services. Institutions themselves may decide whether or not to purchase these additional services. Such services are in principle an extension of the products subscribed for by institutions and are not necessary to use the products.
- 8.2 Because it can be difficult for institutions to make a good assessment of their own need for such services in advance, LOGEX will assist institutions in making this assessment.
- 8.3 The NHS Trust may decide to use additional services on demand (**Ad-hoc services**). LOGEX charges a fixed daily rate of £,1250 excluding VAT for these Ad-hoc services. A discount does not apply to the purchase of such days.
- 8.4 The NHS Trust may also decide to purchase one of the **Service Bundles** defined in this Clause on an annual basis during the term of the Order Form. These Service Bundles contain a fixed number of hours of services to be provided during the calendar year. Institutions may decide for themselves what additional services they require, as long as the work requested is in line with the use of the Products subscribed for by institutions.
- 8.5 If LOGEX cannot provide the desired support (whether or not via Ad-hoc services or from the Service Bundles) (either because it is not technically possible for LOGEX to do so, or because LOGEX is not sufficiently competent to do so, or for any other reason), the NHS Trust will be informed accordingly.

- 8.6 LOGEX offers five Service Bundles which differ in terms of the number of hours they contain. The smallest bundle ('XS') contains 40 hours of service (or 5 working days of 8 hours); the largest bundle contains 400 hours of service (or 50 working days of 8 hours). The gross price per hour is £156.25 excluding VAT; larger bundles have a higher discount percentage than smaller bundles.
- 8.7 The Service Bundle is always purchased at the beginning of the calendar year. LOGEX informs the NHS Trust on a regular basis about the total number of hours already used, as well as the hours still available in the purchased Service Bundle. In addition, the NHS Trust can always contact LOGEX to gain an insight into the use the remaining number of hours. It is up to the NHS Trust itself to spread and deploy the hours within the Service Bundle over the year. Hours not used by the NHS Trust at the end of the calendar year expire.
- 8.8 If, during the calendar year, it appears that the purchased Service Bundle is not sufficient for the amount of services desired the NHS Trust may decide to purchase additional Ad-hoc services. In addition, it is also possible to purchase a larger bundle, once or for the remaining term of the relevant Order Form, with retroactive effect as of the 1st of January of that year. To do so, the NHS Trust must notify LOGEX in writing via email. It is not possible to switch to a smaller bundle than contractually agreed.

Clause. 4 – User licenses

- 9.1 LOGEX supplies 10 operator user licences for user accounts as standard with the Data Platform, which provide access to the online LOGEX environment, the Data Platform and the various Products subscribed for. The NHS Trust itself can decide how it wants to use these licences and to which employees it wants to assign them. These licences are for users who need access to operate and edit within the system. For read-only access to the analytics screens LOGEX does not impose a limit on the number of licenses.
- 9.2 By purchasing the Planning, Budgeting & Forecasting model, the NHS Trust receives 40 extra operator user licences, bringing the total number of included licences to 50. These extra licences are intended to facilitate decentralised budgeting within the NHS Trust, but the NHS Trust is permitted to use the licences to give additional users (also) access to other Products subscribed for.
- 9.3 Further details regarding the different types of accounts, the associated rights, and 'section-based access', are set out in Clause 6 of the Support agreements.

Clause. 5 – Duration of Service Agreements

- 10.1 The duration of these Services agreements is linked to the relevant Order Form. At the moment the relevant Order Form ends, these Services agreements shall also automatically come to an end, without any notice period and/or payment of a fee, unless the Parties agree otherwise in writing.