

OPTUM HEALTH SOLUTIONS (UK) LIMITED
MASTER SERVICES AGREEMENT

This Master Services Agreement is made as of [tbc] XX 2026 (the “Agreement Date”), by and between Optum Health Solutions (UK) Limited, a company incorporated under the laws of England and Wales (registered No. 08630286), whose registered address is at 10th Floor, 5 Merchant Square, Paddington, London W2 1AS, England (“Optum”), and XX (“Customer”).

Customer wishes to obtain certain [services] from Optum. This Agreement sets forth the terms under which Optum will provide the requested Services. If this is an agreement under the G Cloud 15, the terms and conditions and definitions as set out in the Call Off Contract will apply, unless expressly amended hereunder.

1. Definitions and Services.

1.1. Definitions. The following definitions shall apply to this Agreement, including all statements of work referencing this Agreement (the “Statements of Work” or “SOWs”):

- a) **“Agreement”** shall mean this Master Services Agreement and all Statements of Work signed by the parties.
- b) **“Customer Data”** shall mean data that Customer or Practice owns and that Customer or the Practices deliver to Optum pursuant to this Agreement.
- c) **“Data Protection Laws”** shall mean the applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including Regulation (EU) 2016/679, 'the General Data Protection Regulation' ("GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities.
- d) **“Data Sources”** shall mean Customer and its administrators, subcontractors, consultants, vendors and other sources of Customer Data to be delivered to Optum.
- e) **“Personal Data”** shall have the meaning given to such term in the Data Protection Laws.
- f) **“Practices”** or **“GPs”** the general practitioner practices of the Customer listed in the applicable SOW.
- g) **“Services”** shall mean all consulting and other services related to [XXXX] that Customer obtains from Optum pursuant to this Agreement.
- h) **“Useable Data”** shall mean complete, readable Customer Data in the format required for the applicable Services, conforming to the source data standard set forth in a Statement of Work, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.

1.2. Statements of Work. When Customer agrees to purchase and Optum agrees to provide Services to Customer and its Practices under this Agreement, the parties shall sign appropriate Statements of Work to this Agreement. Execution of this Agreement does not bind Customer to purchase to any particular Services, unless the parties enter into a Statement of Work. Each Statement of Work shall define the Services to be provided to Customer and the applicable fees and terms. To the extent the terms of a Statement of Work conflict with the terms of this Agreement, the terms of the Statement of Work shall control.

1.3. Scope Limitation. This Agreement may only be used for the provision of services related to [XXXX]. Any other services shall be deemed out of scope.

1.4. Service options appraisal. In the event Optum and Customer enter into an arrangement to allow Customer to evaluate certain Services under this Agreement (each an “Evaluation”), the terms and scope for such

Evaluation shall be set forth in a separate Statement of Work. For each Evaluation, Customer shall solely receive and use the Services for evaluation purposes in accordance with the terms set forth in the Statement of Work and this Agreement and for no other purpose. Customer acknowledges and agrees that, with respect to an Evaluation, Optum is providing the Services to Customer on an "AS IS" basis only and Optum shall not be liable to Customer or to any third party for any damages of any kind relating to the Evaluation, including any direct, indirect, special, incidental or consequential damages, including any lost profits or lost savings, arising out of the use of or inability to access, use or receive the Services, even if Optum has been advised of the possibility of such damages.

2. Intellectual Property.

- 2.1. Optum may use proprietary tools, computer programs, algorithms, databases, methods and techniques, processes and other materials and ideas developed by itself or others to perform Services for Customer ("Optum Tools"). Customer acknowledges and agrees and shall procure that the Practices acknowledge and agree that the Optum Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof developed by or for Optum, remain the sole property of Optum.
- 2.2. All rights, title and interest in patents, copyrights, trademarks and trade secrets subsisting in or in relation to the Services and Deliverables will remain the property of Optum or its licensors, as applicable. Neither Customer nor any Practices acquire any rights in the Services or Deliverables except the limited right to receive, access and/or use the Services and Deliverables as provided herein and in the Statements of Work.
- 2.3. As used in this Agreement, "Deliverables" shall mean the tangible output of the Services delivered by Optum to Customer pursuant to one or more Statements of Work. Customer will have a perpetual, non-exclusive, non-transferable licence to use the Deliverables for the Customer's internal use and only for the purposes for which they were delivered. Customer shall not, except with the prior written consent of Optum, disclose the Deliverables (or any copies or derivatives thereof) to any third party.
- 2.4. Optum shall not be deemed to have any ownership rights in Customer Data.

3. Obligations.

3.1. Mutual Obligations.

- a) The parties will cooperate in good faith to deliver and support the Services, and Customer shall ensure that the Practices do the same.
- b) Each party agrees that in performing under this Agreement it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; and (c) not achieve business results by illegal act or unethical conduct.

3.2. Customer Obligations.

- a) Customer resources shall provide adequate guidance to the Optum resources and shall provide timely decision-making.
- b) Customer commits to making the necessary Customer resources, available to support the successful implementation and delivery of the Services and to facilitating Optum's engagement with the Practice resources.
- c) Customer will provide, or ensure that the Practices provide, Optum with access to any Customer or Practice technology to the extent Optum needs such access to provide the Services.
- d) Customer will provide any data, information, processes, documentation, or any other documents and information required by Optum for supporting the Services. Customer will use its best efforts to provide any such data, information, processes, or documentation within two (2) business days of request for information.

- e) Customer and the Practices shall be responsible for the accuracy of any Customer Data delivered to Optum pursuant to this Agreement. Customer agrees that the Customer Data it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors in the Deliverables, if those Optum errors result from errors in the Customer Data, or from Customer's or the Practices' failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to Optum, any necessary permissions, consents, or releases, including entering into data processing agreements as applicable, which are required by applicable laws and/or regulations for the delivery of (including providing access to) Customer Data to Optum and for Optum to access and use such Customer Data as set forth under this Agreement or required by law. Optum shall be entitled to rely, without further diligence, inquiry or investigation, on the business or medical records and other written information, any data (including, but not limited to Customer Data), or other material provided to Optum by Customer or a Practice (collectively, for purposes of this clause, the "Information"). Optum shall not be liable or responsible for any errors, omissions, illegible text or false or misleading statements contained in any Information.
- f) During and after the term of this Agreement and, insofar as it concerns Personal Data contained in the Customer Data, subject to any applicable data processing agreements by and between the parties, Optum may use, reproduce, transfer and combine Customer Data and information derived from that data for Optum and its Affiliates' internal operations, including (without limitation) for the purposes of preparing benchmark data and databases, for reporting, and for the testing, development and improvement of its software and services. Optum shall not use, distribute or disclose Customer Data in a manner that would reveal to any third party any Personal Data in a form that allows individual data subjects to be identified from such data (except to enable the Customer and its representatives to access and use Customer Data as part of the Services or otherwise as may be permitted under the applicable data processing agreement between Optum and the Customer).
- g) Customer shall ensure all Practices comply with the terms and conditions contained herein and in any Statement of Work (whether or not Practices' compliance is expressly noted as being required or not in any particular clause of this Agreement or any Statement of Work). Customer shall assume responsibility and liability with respect to any material breach of this Agreement or the applicable Statement of Work(s) by the Practices.
- h) Customer acknowledges and agrees that any interpretation, implementation or use of the Services or Deliverables, or decisions based on Optum's recommendations, are solely and exclusively at Customer's and the Practices' discretion. Customer is ultimately and solely responsible for the decisions it and the Practices make and actions it and the Practices take with respect to the Services and Deliverables, and Optum is not responsible for any action of, or failure to act by, Customer or any Practice in reliance upon the Services.

4. Prices and Payment.

- 4.1. Customer shall pay Optum for the use of the Services in the amounts set forth on each Statement of Work. Customer shall pay all applicable sales, use, and any other taxes (other than Optum's income taxes), however designated, which are collected or levied on account of this Agreement, unless Customer is exempt from such taxes and provides Optum with appropriate documentation of the exemption. Where value added tax is chargeable, Optum shall add the amount of tax to the invoice issued to the Customer and the Customer shall pay such tax amounts against the issuing of a VAT receipt.
- 4.2. Customer shall pay Optum for any additional Services, which Customer requests and Optum performs and which are not specified in any Statements of Work, at Optum's then-current time and materials rates. In the event Optum provides such additional billable services, Customer will reimburse Optum for all reasonable out of pocket expenses incurred in performing such additional billable services, with prior authorization from Customer, including transportation, hotel accommodations, meals, telephone calls, and overnight couriers. Optum will provide copies of receipts for any expenses over £25 at Customer's request. Expenses reimbursed under this clause are not refundable by Optum to Customer for any reason. All invoices will be stated in and all payments made in UK pounds sterling.

- 4.3. Customer agrees to pay all fees and expenses invoiced by Optum within thirty (30) days after the date of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by law.
5. Warranties and Limitation of Warranties.
- 5.1. Optum Warranties.
- a) Optum warrants to Customer that each of Optum's employees, agents and subcontractors assigned to perform any Services shall have appropriate skill, training, and experience to perform the Services, the Services will be performed in a competent and professional manner, and Optum's employees, agents and subcontractors will observe any working rules of Customer or Practice, while on Customer's or Practices' premises and to the extent conveyed by Customer or Practice. Optum agrees to reperform any Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Services or Deliverables are delivered to Customer; and
 - b) Except as expressly provided in this Agreement, Optum and its licensors make no warranties, covenants or representations relating to the Services or Deliverables, express or implied, and specifically disclaim any that may be implied by this Agreement, by custom or by law or otherwise including any implied warranties or representations which is not expressly set out herein, including in regard to title, quality, merchantability and fitness for a particular purpose or non-infringement of third party patent, trademark, copyright or other intellectual property rights.
- 5.2. Customer Warranties. Customer represents and warrants that it has reported all potential conflicts of interest to Optum, if applicable, and that there are no other relevant facts or circumstances which would give rise to a conflict of interest in Company's execution of or participation under this Agreement, including, but not limited to, financial interests, or conflicting arrangements or affiliations. Customer acknowledges and agrees that it will avoid any situation that causes or appears to cause a conflict of interest with respect to its participation under this Agreement. Customer further agrees that it shall make an immediate and full disclosure, in writing, to Optum of any new potential or actual conflict of interest or the existence of any facts that may impact the Customer's ability to participate under this Agreement.
- 5.3. Informational Services. The Service and Deliverables are provided to Customer and the Practices for informational purposes only. Customer acknowledges that the Services and Deliverables are tools that Customer and the Practices may use in various ways in its internal business. Customer's and the Practices' interpretation and use of the Services or Deliverables to make business decisions, are solely and exclusively at the discretion of Customer and the Practices.
- 5.4. No Clinical/Medical Advice. The Services and Deliverables are for general consultation purposes only and are not intended to constitute, and should not be construed as, clinical or medical advice. Customer acknowledge and agrees, and shall ensure that the Practices acknowledge and agree, that the Services and Deliverables are intended for use by healthcare professionals and are provided on the basis that the healthcare professionals retain full and sole responsibility for deciding what treatment to prescribe or dispense for any particular patient and whether particular recommendations are appropriate for a given patient. Without limiting the generality of the foregoing, it is at the discretion of the healthcare professional as to whether or not to use or accept the Services or Deliverables and to confirm that the prescriptions are appropriate for the applicable patient.
- 5.5. Authority. Each party warrants to the other that it has full authority and power to execute this Agreement and to perform all of its duties and obligations under this Agreement and any document to be executed pursuant hereto.
6. Data Protection.
- 6.1. Each party shall comply with their obligations under Data Protection Laws.
 - 6.2. Where Optum processes personal data for Practice(s), Customer will facilitate entering into of the data processing agreement by the Practice(s), as set out in template agreed mutually between the Customer

and Optum. Optum will not be liable for any breach of this Agreement due to delays caused by Practice(s) or Customer or both in entering into the template data processing agreement. For the purposes of carrying out the processing activities required under this Agreement (the "Processing Activities"), such Processing Activities shall be governed by the data processing agreement between Optum and the relevant Practice.

- 6.3. Insofar as the Customer makes available to Optum any Personal Data, the Customer warrants and represents to Optum that: (i) all necessary data subject consents have been obtained for the provision of such Personal Data to Optum and the Customer retains full records of such consents, (ii) the Customer's use of the Personal Data through the Service is for lawful purposes which have been disclosed to data subjects in accordance with the Data Protection Laws, and (iii) insofar as any Personal Data made available to Optum is processed by the Customer as a processor on behalf of a third party data controller (or third party processor), the data controller has authorised the processing of the data by Optum in accordance with this Agreement and the applicable Statement of Work.
- 6.4. Subject to such additional or other provisions set out in any data processing agreement between the parties, in processing Personal Data on behalf of the Customer, Optum shall: (i) process such Personal Data on the instructions of the data controller/Practices and for that purpose the data controller/Practices instructs Optum to use such Personal Data as required for the performance of Optum's obligations and delivery of the Services and insofar as required to exercise Optum's rights under this Agreement; (ii) not transfer such personal data to any location outside the European Economic Area except in accordance with adequate safeguards as required by the Data Protection Laws; and (iii) implement appropriate technical and organisational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access..
- 6.5. Each party, at the other party's reasonable request, shall, so far as reasonably possible given the purpose of the processing, assist the requesting party in ensuring compliance with the requesting party's obligations under the Data Protection Laws.

7. Limitation of Remedies and Indemnification.

- 7.1. Unless agreed otherwise in the Call Off Contract, this clause 7.1 limits the parties' liability to each other in actions between the parties brought under or in connection with this Agreement or any Statements of Work, either for breach of contract, misrepresentation, tort or under any other cause of action including for negligence (except under an express indemnity). Accordingly:
 - a) Subject to sub-clauses (c) and (d) below, each party's maximum liability to the other party arising out of or in connection with this Agreement or the provision of the Services or Deliverables, arising from a single event or a series or related events, shall not exceed an amount equal to the amount Customer has paid or that is payable to Optum under the Statement of Work at issue for the 12-month period immediately prior to the event giving rise to the cause of action.
 - b) Subject to clause (d) below, neither party shall be responsible under or in connection with this Agreement or the provision of the Services or Deliverables for any indirect, incidental, special or consequential damages, including, without limitation, the use of or inability to use the Services or Deliverables, any damage or loss of use of any property and any cost of recovering lost data or of reprogramming, loss of data, loss of revenue, loss of customers or clients, loss of goodwill or reputation, loss of profits or savings, any interruption or loss of service, or any loss of business, howsoever caused, or arising in any manner from this Agreement or any Statement of Work and the performance or non-performance of obligations hereunder.
 - c) Notwithstanding the above, clause 7.1(a) does not limit (a) the parties' obligations to each other under Clauses 7.2 or 7.3 of this Agreement, or (b) the liability either party may have to the other party for breach of clauses 6 or 8 of this Agreement, or (c) Customer's liability to Optum for failure to pay amounts due under this Agreement or any Statement of Work.
 - d) Notwithstanding the above or anything to the contrary in this Agreement, nothing in this Agreement or any Statement of Work shall operate to exclude or restrict a party's liability for: (i) death or personal injury resulting from that party's negligence, or (ii) fraud or fraudulent misrepresentation, or (iii) for any other liability that cannot be limited or excluded by law.

- 7.2. When a third party sues Customer or a governmental agency assesses a fine or penalty against Customer, Optum agrees to indemnify Customer and keep it indemnified against all third-party claims, damages and liabilities (including reasonable legal costs) resulting from a claim that Deliverables (insofar as it is owned by Optum) infringes a patent or copyright valid in the United Kingdom; provided that Customer gives Optum prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Customer shall not agree to settle the claim without Optum's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Optum shall have no obligations under this clause if such claims, damages and liabilities result from Customer's breach of this Agreement or Customer's unauthorised or inappropriate use of or modifications to the Deliverables. This indemnification provision shall not be deemed to waive or limit any other rights.
- 7.3. When a third party sues Optum or a governmental agency assesses a fine or penalty against Optum, Customer agrees to indemnify Optum and keep it indemnified against all third-party claims, damages and liabilities (including reasonable legal costs) resulting from (a) use of Customer Data by Optum in accordance with clause 6 or by any third party to whom Customer has directed Optum to deliver such data; (b) Customer's (and/or any Practices') use of the Services or Deliverables or Customer's (and/or any Practices'); or (c) Customer or the Practices' actions and/or clinical decisions made using or following use of the Deliverables (except for claims which fall under clause 7.2); provided that Optum gives Customer prompt, written notice of any such claim, and all reasonable assistance to defend such claim. Optum shall not agree to settle the claim without Customer's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Customer shall have no obligation under this clause 7.3 if such claims, damages and liabilities result from Optum's breach of this Agreement. This indemnification provision shall not be deemed to waive or limit any other rights.
8. Confidentiality.
- 8.1. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Statements of Work or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Optum's Confidential Information shall include, without limitation, the terms of this Agreement, financial information and employee information; information regarding Optum products, marketing plans, business plans, customer names and lists, the Services and Deliverables reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business, Customer Data and any Personal Data included in the Customer Data.
- 8.2. Each party agrees (and Customer shall procure that the Practices agree) that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to (and, specifically, Customer will require Practices to) take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization (including, but not limited to, Practices). Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than information required to be retained

for archival purposes or which a party is entitled to continue using after termination of this Agreement under this Agreement or any other agreement between the parties. Each party agrees to notify the other party if it becomes aware of any unauthorised use or disclosure of the other party's Confidential Information.

- 8.3. Nothing in this Agreement shall prohibit any party from disclosing, or permitting the disclosure of, the other party's Confidential Information if such party is compelled to disclose such Confidential Information by judicial or administrative process or, in the opinion of such party's legal counsel, by other requirements of applicable law or regulation. If either party believes it is required by law or by a subpoena or court order to disclose any of the other party's Confidential Information, it shall, if legally permissible, promptly notify the other party and shall make all reasonable efforts to allow the other party an opportunity to seek a protective order or other judicial relief prior to any disclosure.
- 8.4. Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

9. Term and Termination; Dispute Resolution.

- 9.1. This Agreement commences as of the Agreement Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) five (5) years after the Agreement Date or (b) the expiration of all Statements of Work to this Agreement. All clauses of this Agreement (including the Statements of Work) relating to confidentiality, Personal Data, ownership of intellectual property, indemnification, non-solicitation, and limitations of liability shall survive termination or expiration of this Agreement.
- 9.2. Failure by either party (the "Breaching Party") to comply with any material provision of this Agreement shall entitle the other party (the "Non-breaching Party") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable, good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may terminate the Statement of Work that was breached or the Agreement (if the breach related to all Statements of Work then in effect), by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the second notice as determined by the Non-breaching Party and indicated in the notice of termination.
- 9.3. Any dispute between the parties regarding this Agreement that is not resolved through the processes described in clause 9.2 above shall be subject to the terms set forth in clause 11.12 below.
- 9.4. Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement, upon written notice to the other party:
 - a) If the other party (i) 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; or (ii) 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 or solvent reconstruction; or (iii) 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 or solvent reconstruction;

or (iv) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or (v) a person becomes entitled to appoint or has appointed a receiver or administrative receiver over any of the assets of the other party; or (vi) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or (vii) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vi) above; or (viii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

- b) If any license or other registration permitting a party to operate is revoked or suspended by order of the appropriate agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

10. Non-Solicitation. During the term of this Agreement and for a period of 12 months thereafter, neither Customer nor Optum will directly or indirectly solicit or seek to procure the employment of: (A) in the case of Customer, any Optum personnel directly engaged in the provision of the Services; and (B) in the case of Optum, any Customer personnel working directly with Optum in the provision of the Services. Customer shall not use Optum's Confidential Information or other information gained through the provision of the Services to solicit Optum's personnel. Nothing herein shall prohibit a party from employing or soliciting any personnel of the party who independently responds to a public advertisement or general solicitation (such as newspaper advertisement or internet posting) not specifically targeting such person.

11. General.

- 11.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect.
- 11.2. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.
- 11.3. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.
- 11.4. A person who is not a Party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
- 11.5. Optum may use subcontractors to perform under this Agreement, but Optum shall remain responsible for its obligations under this Agreement.
- 11.6. Optum's relationship to Customer is that of an independent contractor. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties. Except as expressly provided herein, this Agreement shall not be construed as giving rise to the relationship of principal and agent or to any authority by a party to represent or act on behalf the other. Nothing in this Agreement shall be deemed to grant a party a right to use the other party's name or trade marks and no such right shall be inferred. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.
- 11.7. Neither party may assign or transfer this Agreement or any of the rights or licenses granted under it without the other party's express, prior written consent, which shall not be unreasonably withheld,

conditioned, or delayed. Notwithstanding the forgoing, either party may assign this Agreement in connection with any merger, consolidation or sale of all or substantially all of its stock or assets.

- 11.8. Any notices permitted or required under this Agreement shall be in writing and will be sent by certified post, postage prepaid, return receipt requested, or by facsimile transmission or overnight courier service, addressed to the party as set forth below, or at a different address as a party has notified the other party in writing.

Optum: Senior Associate General Counsel 10th Floor, 5 Merchant Square, Paddington, London, W2 1AS	Customer:
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- 11.9. Neither Customer nor Optum will disclose the financial terms of this Agreement to any other party, except to a party's accountants, attorneys, consultants and agents, or as agreed by the parties or as compelled by court order.
- 11.10. The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, change of law, failure of Internet access or service or other telecommunications disruptions, or any other cause whatsoever beyond a party's reasonable control. In addition, Optum's failure to perform under this Agreement shall be excused, and shall not be cause for liability or termination, if such failure to perform is due to Customer undertaking actions or failing to undertake actions required by this Agreement or so that Optum is or would be prohibited by law from performing any covenant, condition or agreement contained in this Agreement.
- 11.11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement.
- 11.12. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) or any Statement of Work, shall be governed and construed in accordance with the laws of England and Wales and the parties agree that any dispute or claim arising out of or in connection with this Agreement and any Statement of Work shall be subject to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OPTUM HEALTH SOLUTIONS (UK) LIMITED

XXXX ICB

BY:

BY:

PRINT NAME:

PRINT NAME:

TITLE:

TITLE:

DATE

DATE

Contract No. [CONTRACT NUMBER]

OPTUM HEALTH SOLUTIONS (UK) LTD STATEMENT OF WORK

Optum Health Solutions (UK) Ltd (“Optum”) and [INSERT CUSTOMER NAME] (“Client”) have entered into this Statement of Work (the “SOW”), with an Effective Date of 1st February 2021. This SOW is incorporated into and made a part of NHS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES (PURCHASE ORDER VERSION) between Optum and Client, PA 2023 dated (the “Agreement”). The parties agree as follows:

PROJECT TITLE:

1. **Services.** Optum shall perform the following services for Client (the “Services,” as that term is defined in the Agreement):

a. **SERVICES**

2. **Deliverables.** In connection with the Services, Optum shall provide to Client the following deliverables:

a. **DELIVERABLES**

3. **Timeline.** This SOW outlines a package of support that the Client can leverage as required up to and including the **END DATE** (or the date the full amount within the contract has been used if this is prior to **END DATE**)

4. **Client Obligations.** Optum is not responsible for any deficiency or failure to complete Services if such deficiency or failure results from Client’s failure to fully and timely comply at all times with Client’s obligations which include, but are not limited to, the following:

- a. Client is required to provide reasonable notice for requests for Services and work with the Supplier to organise sessions in advance.

5. **Assumptions.** The following assumptions and constraints have been identified and agreed to by both Optum and Client. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this SOW and resulting fees.

- Delivery of these services will be virtual, using an existing webhosting platform available to either the Supplier or Client.

6. **Fees and Payment Terms.** Client understands that delays caused in scheduling meetings, changes in the objectives or scope of the project and/or new information acquired during the course of the project, may impact Optum’s ability to deliver the Services within the estimated fees set forth below (the “Estimated Fees”). If either Client or Optum becomes aware of circumstances that are likely to cause the Fees to be exceeded, the change management process set forth in clause 21 of the Agreement will be promptly initiated and the parties will negotiate a mutually acceptable variation modifying the description of the Services and/or the Fees.

The Supplier will invoice for services following the date outlined in clause 3. Client shall pay all invoices in accordance with the payment terms set forth in clause 9.5 of the Agreement.

Deliverable	Cost
{Insert}	
{Insert}	
{Insert}	
Total Cost	

7. **Term.** This SOW shall commence on the Effective Date and shall continue until **DATE** or until the full amount specified in clause 6 within this SOW has been used unless earlier terminated pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the Effective Date.

OPTUM HEALTH SOLUTIONS (UK) LTD

CUSTOMER – FULL REGISTERED NAME

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contract No. XXX